

Putnam County Board Meeting
October 3, 2024 5:00 PM
1400 E Spring St.
Cookeville, TN 38506

- I. Meeting Called to Order
- II. Approval of Agenda
- III. Announcements
 - A. I Make A Difference Award
 - B. Recognize Addison Bray for TSBA Student Recognition Award
 - C. Director's Personnel Report
- IV. Approval of Minutes
 - A. Minutes of the Regular September Board Meeting - Thursday, September 5, 2024, @ 5:00 p.m.
- V. Public Comment
- VI. Approval of Consent Agenda
 - A. Payments/Purchases
 1. Approval of the purchase of 300 Math licenses and assessments for CHS, MHS and UHS from vendor Pathway 2 Careers - Maryville, TN, in the amount of \$11,200.00 to be paid by ISM (Innovative School Models) grant.
 2. Approval of payment to Frontline Education in the amount of \$17,927.70 for our continued use of their zoning software package to be paid from 141-72310-599.
 - B. Bids/Quotes/Sealed Bids/RFPs (None submitted)
 - C. Budget Amendments/Line Item Transfers
 1. General Purpose School Budget Amendments - Fund 141
 - a. Special Education - To establish State of Tennessee Special Education PreK grant
 - b. Finance - To budget for purchase of South Franklin Avenue land and building purchase from Fund Balance
 - D. Approval of Out-of-County and Overnight Trip Reports
 - E. Approval of Grant Report
 - F. Other
 1. Approval of Title I (101) Amendments of FY25 ESSER 3.0.
 2. Approval of the Student Teacher Partnership Agreement between the University of Phoenix and the Putnam County School System effective 8/1/24 - 6/30/25 with an option to request renewal for an additional 4 years.
 3. Approval of acceptance of the donation of new power and hand tools from Milwaukee Tool to be used in Construction, Welding, Agriculture and Automotive classes at CHS, MHS, UHS and WPA.
 4. Approval of the renewal of Coolant Collection Agreement between the Putnam County School System and Atmus Filtration Technologies.

5. Approval of the Student Teacher Partnership Agreement between Nashville State Community College and the Putnam County School System effective from 10/01/24 - 9/30/25.
6. Approval of the amendment to the current Dual Enrollment Agreement between Tennessee College of Applied Technology (TCAT) - Livingston, Tennessee and Putnam County School System to increase the stipend paid per enrolled student for the 2024-2025 school year. Once approved, a DocuSign will follow to Mr. Lynn McHenry and Mr. Corby King.
7. Approval of the request to rescind the September 5, 2024, approval of the purchase of one Scholar Series Greenhouse Structure due to vendor quote calculation error and approve amended quote for the purchase of one Scholar Series Greenhouse Structure for the Avery Trace Middle School from vendor Atlas Greenhouse - Alapaha, GA, in the amount of \$38,009.80 to be paid by ISM (Innovation School Models) grant funds. Atlas Greenhouse is a Sourcewell member, contract number 071223-AGR.
8. Approval of the Student Teacher Partnership Agreement between University of Tennessee Martin and the Putnam County School System effective between 8/28/24 - 6/30/25.
9. Approval to design and bid on the construction of a secure vestibule at the student entrance at Cookeville High School.
10. Approval of updates to the Innovative School Models (ISM) grant years 3-4. The grant funds CTE grades 6-12 at AMS, ATMS, PSMS, UMS, CHS, MHS and UHS schools.
11. Approval of the media AV teacher stipend for digital signage at Cookeville High School.
12. Approval of the Educator Preparation Provider (EPP) / Local Education Agency (LEA) State Recognized Partnership Agreement between East Tennessee State University and the Putnam County School System effective 8/01/24 - 6/30/25.
13. Approval of the Educator Preparation Provider (EPP) / Local Education Agency (LEA) State Recognized Partnership Agreement between Tennessee Tech University and the Putnam County School System effective 8/01/24 - 6/30/25.
14. Approval of the Education Provider (EPP) / Local Education Agency (LEA) State Recognized Partnership Agreement between University of Tennessee Martin and the Putnam County School System effective 8/28/24 - 6/30/25.
15. Approval of the amended Putnam County Schools Purchasing Procedure Manual.
16. Approval and notification to the board of the following coaches receiving three (3) stipends:
 - Jensen Rohr (year 1)
 - Tennis Assistant Coach, Girls - CHS
 - Tennis Assistant Coach, Boys - CHS
 - Volleyball - PSMS
 - Allen Richardson

- Track Assistant Boys Coach - CHS
 - Wrestling Assistant Coach - CHS
 - Wrestling Coach - PSMS
 - 17. Approval to enter into an agreement with Southeast Sound, Nashville, Tennessee for additional upgrade of the fire alarm system at Cookeville High School in the amount of \$9,695.00 to be paid from 141-72620-399.
 - 18. Approval to accept a donation from Cookeville Heating and Cooling for tools and equipment to be used in a portion of the Cookeville High School carpentry lab.
 - 19. Approval to enter into a service agreement with LINQ Connect for the transition to the new LINQ online payment processing system, LINQ pay. LINQ Pay will replace LINQ's existing payment processing system. The transition will not affect families who currently use the online payment option.
- VII. Policy (None submitted)
- VIII. Discussion/Presentation
- A. TISA Accountability
 - Speaker(s):** Jason Stickler
 - B. Building Projects
 - 1. Park View School Project Update
 - a. Park View School Action Items
 - 2. Avery Trace Middle School Softball Field Project
 - a. Avery Trace Softball Field Action Items
 - 1. Approval to pay King Construction Group, Inc. in the amount of \$311,201.95 and First Horizon Bank (retainage) in the amount of \$16,379.05 for pay application #2 related to the Avery Trace Middle School Softball Field project to be paid from the Putnam County Bond Issue.
 - 2. Approval of Change Order #1 to the ATMS Athletic Fields contract with King Construction Group, Inc. to increase the contract in the amount of \$50,405.00.
 - 3. Existing Park View Elementary School Update
 - a. Existing Park View Elementary School Action Items
 - 1. Approval to Change Order #1 to the Park View Roof Replacement contract with Southern Roofing to reduce the contract in the amount of \$30,882.00.
 - 2. Approval to pay Southern Roofing of Tennessee in the amount of \$45,712.10 and First National Bank (retainage) in the amount of \$2,405.90 for pay application #12 related to the existing Park View Elementary School Roof Replacement project to be paid from 142 76100 707 933 (ESSER 3.0).
- IX. Adjournment



FOR IMMEDIATE RELEASE:

For Additional Information, Contact:

Gwen Merrill, Communications and Member Services Coordinator

Phone: 615/815-3910

E-mail: gmerrill@tsba.net

Updating and Honoring School Boards TSBA Upper Cumberland Fall District Meeting

The Tennessee School Boards Association (TSBA) hosted the Upper Cumberland Fall District Meeting at Smith County Middle School in Carthage on September 3. “TSBA’s Fall District Meetings provide our staff the opportunity to speak with our members and listen to their concerns on multiple topics. This allows us to advocate effectively on their behalf while providing them with information they need to make informed decisions for the students in their community,” said TSBA Executive Director Dr. Tammy Grissom. During the meeting, members of local boards of education and superintendents from the region participated in a survey where they expressed their opinions on a number of issues for the upcoming General Assembly.

AREA STUDENT HONORED

Each year TSBA honors one student from each of its nine districts who has achieved distinction in the areas of academics, community leadership, and engagement as part of its Student Recognition Award program. One of those nine students will win the statewide Student Recognition Award to be presented at the TSBA Annual Convention in November, which will include a \$2,000 scholarship. The 2024 Upper Cumberland District winner is Addison Bray of Putnam County. Addison is a Senior at Cookeville High School and has maintained a 4.00 GPA. She is a delegate for the 2024 Volunteer Girls State led by the American Legion, and was recently elected to be the Senior representative for her school’s Key Club. She is a current member of the Putnam County Fairest of the Fair Board. At the end of her reign as the 2022 Putnam County Fairest of the Fair, she organized a food drive among the contestants at the 2023 pageant. Addison has helped coach for the “Cookeville Girls Youth Lacrosse Team” for elementary school girls who are interested in playing lacrosse, and she has been a member of the Lady Cavalier Lacrosse program since sixth grade.

AREA BOARD MEMBERS EARN HONORS

Several Upper Cumberland District school board members earned TSBA Boardmanship Awards in 2024. The awards are presented to individual board members who have achieved one of five levels of boardmanship standards over the past year. The program is designed to recognize school board members for participation in board activities beyond the local level through a commitment to training, willingness to participate in workshops and a volunteer spirit. The Boardmanship Award honors not only the quantity, but also the quality of participation. Levels I-IV are given at Fall District Meetings, while Level V Boardmanship is awarded at the association’s annual convention in November. Upper Cumberland District board members who were honored for their achievements this year were:



Kerry
Lisbetter

David
McGarrick

Jill
Karnes

Tom
Morton



MINUTES

Putnam County Board of Education
Cookeville, Tennessee
September 5, 2024

The Putnam County Board of Education met in the office of the Putnam County Education Building - Cookeville, Tennessee on Thursday, September 5, 2024. Mrs. **CRAVENS** convened the meeting at 5:00 PM.

PRESENT.....6

ABSENT.....0

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

Mrs. **CRAVENS** stated the Board would address Agenda Item II., Election of Board Officers, per Policy 1.200, Method of Election of Officers.

ACTION: (II.) Mrs. **CRAVENS** nominated Lynn McHenry as the 2024 – 2025 Board Chair. Dr. **FRY** seconded the motion. Motion carried.

ACTION: (II.) Mrs. **CRAVENS** made a motion to nominate Dr. Dawn Fry as the 2024 – 2025 Board Vice-Chair. Mr. **McCORMICK** seconded the motion. Motion carried.

Mr. **McHENRY** stated the Board would address Agenda Item III., Approval of the Agenda.

ACTION: (III.) Mrs. **CRAVENS** made a motion to approve the agenda, as recommended by Director Corby R. King, Director of Schools, and as submitted. Dr. **FRY** seconded the motion. Motion carried.

Mr. **McHENRY** stated the Board would address Agenda Item IV., Announcements, and recognized Corby King, Director of Schools.

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

- A reminder to parents that we take school safety very seriously. He stated, “we work very diligently on the safety plans of our schools. Every school has a dedicated school emergency response team made up of faculty and staff members regularly to evaluate their individual school plans and safety plans. We have a school emergency response team who meets every month. This is comprised of school officials, local law enforcement agencies from the Sheriff’s Department, Cookeville, Algood, Baxter Police, THP, Fire EMS, EMA. They meet

every month dedicated just to our school safety plans. They evaluate the plans, plan drills and they look for weaknesses.”

- Work session following the October board meeting
- Congratulations to Lynn McHenry and David McCormick for moving to Level Four Members at the TSBA Fall District Meeting and Jill Ramsey Level Two

Mr. **McHENRY** stated the Board would address approval of the Minutes.

ACTION: (V.A.) Mr. **LEDBETTER** made a motion to approve the Minutes of the Regular August Board Meeting – Thursday, August 1, 2024, @ 5:00 PM, as submitted. Mr. **McCORMICK** seconded the motion. Motion carried.

Mr. **McHENRY** stated the Board would address approval of the Consent Agenda, and asked if anyone had an item they would like removed for discussion.

ACTION: (VI.A.1. – VI.F.19.) Mr. **McCORMICK** made a motion to approve the following Consent Agenda, as recommended and submitted by Corby R. King, Director of School:

VI. Approval of Consent Agenda

A. Payments/Purchases

1. Approval of the purchase of fifth to eighth grade Science Textbooks from Houghton Mifflin Harcourt, Chicago, Illinois, in the amount of \$12,000.00 to be paid from 141-71100- 449-02117, as submitted.
2. Approval of the purchase of one Scholar Series Greenhouse Structure for Avery Trace Middle School from vendor Atlas Greenhouse - Alapaha, Georgia, in the amount of \$35,055.81 to be paid by ISM (Innovative School Models) grant funds. Atlas Greenhouse is a Sourcewell member, contract number 071223-AGR.
3. Approval of the purchase of iCEV CTE curriculum site license for CHS, MHS and UHS from vendor CEV Multimedia, LLC - Lubbock, TX, in the amount of \$21,52.50 to be paid by General Funds.
4. Approval of the purchase of Measurement Math Training Kits and Culinary Math Training Kits for CHS, MHS and UHS from vendor Reality Works - Eau Claire, WI, in the amount of \$10,393.20 to be paid by ISM (Innovative School Models) grant.
5. Approval to purchase from Teaching Strategies, LLC - Bethesda, Washington, DC, for The Creative Curriculum Cloud (intervention online

program for PreK students with disabilities) in the amount of \$12,350.00 to be paid from 141-71200-429-02152, as submitted.

6. Approval for School Nutrition to purchase additional stainless-steel shelving for passthrough warmers (3) and cooler (1) at Cookeville High School for a bottom-line total of \$16,834.00 from Douglas Equipment to be paid from fund 143-73100-710.

7. Approval of the purchase of Read 180 Stage A Independent Reading Library from Houghton Mifflin Harcourt - Chicago, Illinois, in the amount of \$23,960.00 to be paid from 141-72210-399-02103.

8. Approval of payment to IB, International Baccalaureate Organization NY, for 2024-2025 Annual School Fees for Avery Trace Middle School in the amount of \$10,920.00 to be paid from 141-72210-599-02103.

9. Approval of the purchase of additional library books for the new Park View School from Follett Content Solutions McHenry, Illinois, in the amount of \$23,961.55 to be paid from 141-72210-432-02117.

10. Approval to purchase additional network switches and wireless access infrastructure equipment and licenses for the new Park View School building project from Central Technologies, Inc., Knoxville, TN, with pricing from TIPSUSA contract #240101, per attached quote in the amount of 423,139.40 to be paid from 141-76100-799-000-02504-000.

11. Approval of the purchase of new student desks for Prescott South Elementary School from Ernie Morris Enterprises, Inc. - Bushnell, Florida in the amount of \$10,656.00 to be paid from 141-71100-722-02117.

12. Approval to pay Sturdisteel Company in the amount of \$61,650.00 for angle frame bleachers at Upperman High School from account 141-72620-399. The contract was Board approved on February 1, 2024.

13. Approval of payment to Moore, Rader and York, P.C. - Cookeville, Tennessee for legal services through August 21, 2024 in the amount of \$14,209.75 to be paid from 141-72310-331, Legal Services. (General Purpose Schools)

14. Approval of the purchase of seven (45) Asus Chromebooks and Chrome OS Management for Burks Elementary from Bluum in the amount of \$14,074.65 per quote #332028 and pre NCPA contract #01-150 to be paid from 142-71100-722-101.

15. Approval of FY25 ESSER 3.0 Application, as submitted.
16. Approval of the purchase of Heggerty Curriculum for Kindergarten and Primary (1st and 2nd grade) in the amount of \$14,952.00 per quote #682403 to be paid from 142-71100-429-933.
17. Approval of Magic School per cooperative purchasing group ESC6 contract #13.24 in the amount of \$34,500.00 where \$17,250.00 will be paid from 142-72210-399-933 and \$17,250.00 will be paid from 141-72210-399-02103 from general funds.
18. Purchase of fifty-five (55) 10.2 inch iPad MK2K3LL/A for Putnam County Schools in the amount of \$16,195.00 per Proposal #2111791617 with the Apple Store for Education Institution to be paid from 142-71100-722-933.
19. Purchase of One Thousand Fifty (1,050) Asus Chromebooks and Chrome OS management, item #CR1100CKA-YZ142 for Putnam County Schools from Bluum in the amount of \$328,650.00 per quote #332028, contract #01-150 Omnia (NCPA) to be paid from 142-71100-722-933.
20. Approval of the purchase of nineteen (19) Brother laser all-in-one printers from Staples in the amount of \$12,027.00 per lowest quote to be paid from 142-72210-790-933.
21. Purchase of Houghton Mifflin Harcourt for Read 180 per quote #009127452 per sole source letter in the amount of \$23,960.00 to be paid from 141-71100-399-02103.
22. Approval of the purchase of five (5) Viewsonic Boards from Bluum in the amount of \$11,295.05 per quotes #336409 and #338904 per NCPA contract #01-150 to be paid from 142-72210-790-101.
23. Approval to purchase a 2024 GMC Sierra 2500HD Crew Cab truck in the amount of \$50,700.00 from Alan Jay Automotive listed on the State of Tennessee procurement list to be used by the maintenance department from 141-72620-717.

B. Bids/Quotes/Sealed Bids/RFPs

1. Permission to bid HVAC replacements, upgrades and improvements at Sycamore Elementary School.
2. Permission to bid auditorium lighting replacements, upgrades and improvements at Cookeville High School and Avery Trace Middle School.

C. Budget Amendments/Line Item Transfers

1. General Purpose School Budget Amendments - Fund 141

- a. Adult Education - To budget for revenue received for Adult Education.
- b. Special Education - To budget remaining funds for the Transition to Work grant FY-24
- c. Adult Education - To budget for revenue received for Adult Education general services
- d. Special Education - To budget funds for PCS Transition to Work grant for the period of October 1, 2024, to September 30, 2025
- e. PreK - To establish voluntary Pre-K Budget from State of Tennessee funds
- f. LEAPS - Established Budget for Leaps Extended Program

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

E. Approval of Grant Report

F. Other

- 1. Approval to enter into an agreement with Tennessee Tech to accept TTU Cybersecurity grant to support Cookeville High School Cybersecurity program for the 2024-2025 school year, per CHS Cybersecurity student needs c/o CHS teacher, Scott Waites. Putnam County will invoice TTU at apinvoice@tntech.edu.
- 2. Approval of the study with Vanderbilt University and the University of Texas at Austin to test the efficacy of literacy-related instructional practices to try to improve instruction and learning in social studies classrooms. These practices were tested for efficacy in social studies through several prior studies and we are now examining whether they are beneficial for different student groups in general education social studies classes.
- 3. Permission to issue a request for proposals for playground equipment for the new Park View Elementary School.
- 4. Approval to enter into an agreement with Maffett Loftis Engineering, Cookeville, TN for the design of bid documents for HVAC upgrades at

Sycamore Elementary School in the amount of \$33,800.00 to be paid for from 141-72620-399.

5. Approval of the MOU between Putnam County Schools and East Tennessee State University for participation in clinical experiences.

6. Approval of the language Services Agreement between PROPIO - Overland Park, Kansas, and the Putnam County School System for translation services, as submitted for the 2024-2025 school year to be paid from 141-71100-399-02103, as needed.

7. Approval of the agreement between Putnam County School System and Tennessee Tech University 2024-2025 regarding a VPK Pilot Funded PreK Classroom.

8. Approval to add the Band Director supplement at Monterey Middle School in the base amount of \$3,410.00. This supplement was inadvertently omitted from the activity supplement list for the FY25 school year, approved by the Board at the June 27, 2024 meeting.

9. Approval to join the Educational Purchasing Interlocal Cooperative at Region 6 ("EPIC6") purchasing cooperative.

10. Approval to enter into an agreement with Cookeville Heating & Cooling, Cookeville, Tennessee for the replacement of #1 compressor on the chiller at Baxter Primary School in the amount of \$24,800.00 to be paid for from 141-72620-399.

11. Approval to enter into an agreement with Maffett Loftis Engineering, Cookeville, TN for the design of bid documents for the replacement of the chiller at Baxter Primary School in the amount of \$14,750.00 to be paid from 141-72620-399.

12. Approval to enter into an agreement with Maffett Loftis Engineering, Cookeville, TN for the design of bid documents for HVAC upgrades at Northeast Elementary School in the amount of \$29,500.00 to be paid for from 141-72620-399.

13. Approval to enter into a twelve-month agreement with Edpuzzle, San Francisco, California for online educational resources for the 2024-2025 school year for \$2,380.00 to be paid from VITAL: 141-71100-399-01501.

14. Approval to renew all Putnam County School library software subscriptions for the 2024-2025 school year with Companion - Salt Lake City, Utah, in the amount of \$32,753.00 to be paid from 141-71100-399-02117.

15. Approval of the attached amendment to the Project Development Agreement with Energy Systems Group for the Old Park View renovation.

16. Approval of the Quarterly Reports for quarter ending 6/30/24 for the following funds:

- 141 General Purpose Schools
- 142 Federal Projects
- 143 Central Cafeteria
- 146 Extended School Program

17. Approval to enter into a Retainage Agreement with First Horizon Bank and King Construction Company to establish an interest-bearing account at a financial institution to house the retainage funds related to the Avery Trace Athletic Fields project per State of Tennessee requirements.

18. Approval of Family Life Curriculum as presented at the special called board meeting on September 5, 2024, at 4:45 p.m.

19. Approval to purchase the property located at 251 South Franklin Street in the amount of \$900,000.00, and to authorize the purchase of a title insurance policy. This includes paying Ledbetter Title (Beth Stone) for all title work completed for the abovementioned property.

Mrs. **RAMSEY** seconded the motion. Motion carried.

Mr. **McHENRY** stated the Board would address Agenda Item VII., Policies on first reading ONLY.

ACTION: (VII.A.) Dr. **FRY** made a motion to approve the following policies on first reading ONLY, as submitted:

- Policy 5.310, Vacations and Holidays

Mrs. **RAMSEY** seconded the motion. Motion carried.

Mr. **McHENRY** stated the Board would address Agenda Item VIII.A., An update on the 24/25 School Year, and recognized Chris Pierce, Attendance Supervisor.

- Mr. **Pierce** shared the following update:

- As of Wednesday, 9/4/24, PCSS had **11,819 PreK-12** students. The total enrollment number is down compared to last year at this time by **7** students.
- We currently have 495 Pre-K students. This is about 1 student less than this time last year. That number will increase when enrollment from waiting lists opens after September 15.
- Our kindergarten enrollment is 47 fewer students than last year.
- Middle School Enrollment is up 25 students from last year.
- The numbers should stabilize somewhat as we are now past the Labor Day holiday, however, the overall enrollment number has historically slowly climbed until the Christmas Break. Our highest enrollment figures have always been in December.
- We are monitoring the capacities and the student-teacher ratios in the buildings for compliance. Overall, those numbers look good and are spread out fairly even in elementary schools. As of now, all grade bands in the schools are within student-teacher ratio mandates. JWES (97.4), and SES (91.7) are the only elementary schools that have a current student capacity of above 90%. All other elementary, middle, and high schools are below 90% capacity. However, this does not mean there are vast amounts of empty seats in classrooms. For example, the average class size in the K-3 classrooms is 18.8 students. The state ratio we have to stay under for that range is 20.49. We do have the capacity for new elementary students moving into the area to have a seat in their zoned school, but not much extra capacity. As we go through this fall, we will continue to monitor enrollment numbers and address any capacity or ratio issues as needed.

Mr. **McHENRY** stated the Board would address Agenda Item VIII.B., Building Projects.

- Mr. **King** stated the following regarding the New Park View School Project Update:
 - Not anything new to report
 - Outside work is still being completed
 - Monitoring the items under warranty

ACTION: [VIII.B.1.a.(1.) – VIII.B.1.a.(3.)] Mr. **LEDBETTER** made a motion to approve the following Park View School Project's payments, reimbursements and retainage, as submitted:

1. Approval to pay American Constructors Inc. - Brentwood, Tennessee in the amount of \$151,860.68 and Pinnacle Bank (retainage) in the amount of \$6,814.72 for pay application #24 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 \$1,593.27 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 \$1,757.50 for construction monitoring services for the new Park View School through August 11, 2024 to be paid from 141-76100-399-000-02504-000.

Dr. **FRY** seconded the motion. Motion carried.

Mr. **McHENRY** recognized Mr. John Magura, Maintenance Supervisor to speak about the Avery Trace Middle School Softball Field Project.

- Mr. **Magura** stated the following regarding the Avery Trace Softball Field Project Update:
 - Project is going well and all of the storm/sewer drains were completed
 - The pipe upstream and about fourteen feet deep is collapsing
 - A camera has not been put through the pipe to see the extent of damage
 - Replacing the pipe from the property line to the new catch basin will be \$99,025.00

Dr. **FRY** made a Motion to approve the repairs to the drainage pipe at Avery Trace to not exceed the amount of \$99,025.00. Mrs. **CRAVENS** seconded the motion. Motion carried.

ACTION: [VIII.A.2.a.(1.) – VIII.A.2.a.(2.)] Mrs. **RAMSEY** made a motion to approve the following action items for the Avery Trace Middle School Softball Field Project, as submitted:

1. Approval to pay King Construction, Inc. in the amount of \$403,513.45 and First Horizon Bank (retainage) in the amount of \$21,237.55 for pay application #1 related to the Avery Trace Middle School Softball Field project to be paid from the Putnam County Bond Issue.
2. Approval to enter into an agreement with Upland Design Group, Crossville, TN for the design of a restroom/concession building at the ATMS sports fields in the amount of \$45,000.00 to be paid for from 141-72620-399.

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

- Mr. **Magura** stated the following regarding the Existing Park View Project Update:
 - The project is not moving as fast as expected due to flashing material
- **ACTION:** [VIII.A.3.a.(1.)] Dr. **FRY** made a motion to approve the following payments for the Existing Park View Project Update, as submitted:
 1. Approval to pay Southern Roofing of TN in the amount of \$31,432.70 and First

National Bank (retainage) in the amount of \$1,654.35 for pay application #11 related to the existing Park View Elementary School roof replacement project to be paid from 42-76100-707-933 (ESSER 3.0).

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

Mr. **King** recognized ESG to speak about the renovation progress at the Existing Park View. ESG stated:

- Working on changing room tables and bathrooms
- Timeline is being adjusted due to government and federal government stipulations with the HVAC systems

Mr. **McHENRY** stated the Board would address Agenda Item VIII.C., Update on cleaning of schools by ABM Industries Inc. and recognized **Kyle Gribble**.

Mr. **Gribble** stated that ABM has quarterly meetings to get information from the district on where they are succeeding and/or need to improve. He noted that ABM did a lot of good in the summer cleaning and a lot of bad. Personnel issues and changes have been addressed in the company. Cookeville High School being the biggest school in the district, they got behind and some manager oversight issues took place. They implemented a new pilot program of a QR code where teachers can scan the code to report an issue at Cookeville High School. On September 16th, they will implement this in all schools. Window cleaning took place at a couple of schools and more schools will be added to the list.

Mr. **McHENRY** noted that we were promised the problems that we had been through would not happen again with ABM. He also stated that we understand personnel issues, but will not accept excuses or live with poor quality work.

Ms. **CRAVENS** stated that she appreciates that the teachers have an option to use a QR code to take some pressure off of administration to focus more on their education. She was very shocked that kids came to orientation with an unfinished cleaning of the school.

Mr. **McCORMICK** added that he is appreciative of Mr. Gribble's communication and meeting in person. He believes he has owned the issues and corrected issues, but a lot of the cleaning is sloppy work. He noted that some of the staff may need additional training.

Mr. **McHENRY** stated the Board would address Agenda Item IX., Adjournment.

ACTION: (IX) Dr. **FRY** made a motion to adjourn. Mr. **McCORMICK** seconded the motion. Motion carried.

The Board adjourned 6:40 PM.

Date

Lynn McHenry
Chair

Corby King
Director of Schools



Board Agenda Request
For Oct 3, 2024 Meeting

Date 09/20/2024

Department CTE

Person Submitting Jackie Vester

Account Number (if appropriate) 141 E 71300 429 000 02518 037
141 E 71300 429 000 02518 055
141 E 71300 429 000 02518 090

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Approval of the purchase of 300 Math licenses and assessments for CHS, MHS and UHS from vendor Pathway 2 Careers - Maryville, TN, in the amount of \$11,200 to be paid by ISM (Innovative School Models) grant.

received
09-20-24mf

Proposal



Prepared for:
Putnam County Schools

Proposal issued:
09/17/2024

Proposal valid through:
10/01/2024



Table of Contents

WELCOME, PUTNAM COUNTY SCHOOLS!	3
EXECUTIVE SUMMARY	4
P2C MATH	6
Why people love P2C Math	6
Engaging Students with Career-Connected Content	6
P2C Math Assessments	7
P2C PROFESSIONAL DEVELOPMENT	9
PROJECT SCOPE & QUOTE	11

P2C Math – letter with PD

Welcome, Putnam County Schools!

Dear Putnam County School,

Despite the best efforts by educators across the country, proficiency scores in math have plummeted significantly in recent years. I hope you agree the traditional approach is no longer working for our students.

At P2C, we believe that when education becomes relevant, learners can fully engage.

As we've discussed, career-connected learning is recognized by the U.S. Department of Education as a link that connects K12 education with future college and career readiness. All P2C products and services support students in becoming career-ready by making daily connections between what they do now in the classroom and what they'll do later in life by **igniting student motivation and boosting their performance.**

This proposal outlines our plans to help you curate a custom math course and have an increase in student engagement in Highschool. The proposal outlines details of the solutions we propose, including:

- **P2C Math** - Research-based, innovative math curriculum proven to accelerate learning by demonstrating how math is used in future careers, and puts to bed the oft-asked question, "When will I ever need to know this in the real world?"
- **P2C Professional Development** - A team of seasoned professionals are equipped to provide prescriptive, tailored learning experience to meet your needs.

Our mission is straightforward: **revolutionize education by challenging the current approach and motivating student learning through career-connected relevance.** This mission is the driver to our vision of improving students' prospects by connecting their time and energy expended in the classroom with an ultimate career path. In doing so, we believe we can transform not just the future prosperity of individual students, but the economies of whole communities.

If you agree with this mission and vision, we can move mountains together. On behalf of the entire P2C team, we look forward to partnering with you.


Dr. Joseph Goins
CEO | Founder

Executive Summary

Pathway2Careers™ (P2C) is solving some of the biggest challenges in education, helping learners and teachers make daily connections between what they are doing now and what they'll do later in life. P2C delivers comprehensive career-connected learning solutions to guide students to future success.

The P2C Career-Connected Learning Suite is comprised of the following solutions that tie academic content to real-world career scenarios, boosting engagement in the classroom and equipping students with a broader perspective of potential career paths.



CAREER-CONNECTED LEARNING SUITE



MATH

A rigorous Math curriculum that engages learners by connecting mathematical concepts to real-world careers.



CAREER EXPLORER

Career exploration tools and curriculum providing learners with the essential resources to make informed career decisions.



LABOR MARKET NAVIGATOR

A customized platform essential to those looking to access local labor market data and trends that can enable effective and informed decision-making.

[P2C Labor Market Navigator](#) provides important insights into job opportunities and current hiring trends in local industries, allowing educators to fine-tune their curriculum to fit the needs of their students.

[P2C Math](#) is a comprehensive curriculum that introduces foundational math concepts in the context of high-value careers to motivate students. Your answer to “When will I ever need to know this in the real world?”

P2C Career Explorer takes a unique approach to career exploration. Beyond career tools, the guided curriculum introduces age-appropriate career readiness content available for any subject area.

By integrating the P2C Career-Connected Learning Suite into your district, your students will be equipped with the skills, knowledge, and experiences necessary for success in their future endeavors. The comprehensive and cohesive approach of P2C ensures that your students are prepared for the ever-changing world of work.

Why Career Connected Learning?

The U.S. Department of Education (DoE) recognizes career-connected learning as vital to bridging the gap between K-12 education and college, career, and industry preparation programs. The DoE has expressed the “what” and “why”, P2C delivers the “how”.

Career Connected Learning (CCL) addresses two significant challenges educators face: low proficiencies among students, particularly among minority and disadvantaged populations, and the lack of alignment between education and the job market. P2C provides an evidence-based approach that links teaching and learning to the real world, fostering student interest, engagement, and goal setting. The benefits of career-connected learning include improved academic performance, higher graduation rates, increased engagement, and enhanced career readiness.

The benefits are clear, but cultivating and sustaining a career-connected learning culture requires a new, innovative approach to education.

P2C Math

P2C Math helps learners and educators make daily connections between what they are doing in the classroom and what they'll do later in life. Our innovative curriculum bridges the gap between traditional math outcomes and numerous real-world, high-value professions. Learning is accelerated because the learner is motivated.

Why people love P2C Math

- P2C Math is comprehensive, standards-aligned curriculum for Pre-Algebra, Algebra I, Geometry, and Algebra II.
- P2C Math equips students with valuable skills for their educational and professional journeys. Students experience purpose, attitudes towards math change, and the motivation to acquire the math skills needed for employment success persists.
- Math instruction is uniquely structured around the National Career Cluster Framework highlighting more than 650 real-world occupations.
- P2C Math curriculum is backed by data-driven and evidence-based research.
- Educators see increased student engagement, learning motivation, and test scores.

Engaging Students with Career-Connected Content

P2C Math courses engage students with three types of lessons:

- **Exploration lessons** spend more time demonstrating skills. They instruct students on the structure of the mathematics through notes and examples. These lessons indicate multiple examples of occupations that utilize the skills taught in the lesson. Additionally, each of these lessons include at least two real-world problems that ask students to demonstrate how certain occupations use the mathematical concepts of the lesson.
- **Application lessons** spotlight one high-value occupational connection to the mathematical concepts being taught in the lesson. In these lessons, students receive details about the occupation—including a description of the occupation, details on what a person in the career would do on a regular basis, salary, career projections, and a video of someone in the career talking about what they do. These lessons give students a deeper understanding of the connection between the occupation and the concept.
- **Problem-based lessons** provide a career immersion experience as students tackle real-world scenarios within a career. Each activity offers four scenarios for students to apply and demonstrate their understanding of math concepts. Emphasizing collaborative activities, the projects are designed to support the development of employability skills such as complex problem solving, critical thinking, communication, decision making, and time management.

P2C Math Assessments

P2C Math offers a variety of assessments to support teachers and measures student growth throughout the year.

Formative Assessments. Each P2C lesson provides opportunities for students to practice math skills and concepts learned via Build Your Skills or On the Job exercises, and exercises within the Career Preparation or Career Spotlight sections.

- Designed as a stopgap to assess learning throughout each lesson, *Build Your Skills* and *On the Job* exercises give teachers the opportunity to assess student understanding before moving on to the next concept within the class period.
- Practice exercises within the Career Preparation or Career Spotlight sections allow students to practice all the skills from the lesson cumulatively. Teachers are then able to measure comprehension of the concepts after teaching the entire lesson.
- Check exercises from the Career Preparation or Career Spotlight sections are often auto-scored so they can offer immediate feedback and can be utilized as a way to practice standardized test-taking skills.

Custom Activities. Teacher autonomy is key. Unlike traditional, single-use chapter tests and quizzes which do not allow for customization, P2C custom activities allow teachers to personalize activities at a class or student level and create formative and summative assessments to monitor student learning. They are also a valuable tool in assessing knowledge prior to the lesson or used as a pre-test.

- Items within the custom activity item bank are sortable by curriculum, chapter, and lesson.
- Teachers can choose from a list of over 2,500 problems that cover ALL P2C Math content.
- Assignments can be shared throughout the district and used again in subsequent semesters.
- Assignments can be as simple as a two-question ticket-out-the-door, or as complex as a 50+ question comprehensive assessment.

Growth measures. MetaMetrics math assessments for P2C provide a comprehensive evaluation of mathematical proficiency, generating a Quantile® measure that indicates students' readiness for more complex skills.

- Assessment results provide comparisons to the math demands of different careers in the Quantile Career Database.
- P2C provides support for teachers as they use students' Quantile® measures to identify gaps in learning and individualize their instruction to meet the needs of their students.

Student scores. Teachers and students have access to scores within the P2C platform. Teachers have the flexibility to export student scores to a .csv file to further analyze individual and collective

performance trends, customize instructional approaches, and generate insightful reports that facilitate data-driven decision-making in support of targeted and effective teaching strategies.

Projects & rubrics. P2C projects within the math curriculum are designed to engage students in practical and real-world problem-solving scenarios.

- These projects aim to deepen understanding and application of mathematical concepts in meaningful contexts.
- They provide a structured framework for educators to evaluate and provide feedback on students' project work, fostering a comprehensive and developmental approach to math education within the Pathway2Careers program.
- The scoring rubric in the P2C Math curriculum assesses student performance based on various criteria, including accuracy, reasoning, communication, and problem-solving skills.

P2C Professional Development

District and school administrators recognize the need to provide educators with research-informed curricula and resources to ensure students can reach their fullest potential. The challenge is often finding the personnel and time needed to support educators as they implement new curricula. The P2C Professional Development Team offers tremendous expertise for every educator establishing a career-connected learning solution for its students. Tailored professional development will ensure all learning objectives are met.

Pre-Adoption Support. The P2C Professional Development team has curated demo access to the online platform, P2C Educate, to provide potential districts with a view and experience of what P2C Educate has to offer. The Professional Development team is available to offer presentations specific to P2C professional development services and support.

Adoption Support. Typical Professional Development support is a 3-day, in-person series of sessions that includes workshopping and collaboration. Plan for six hours each day. Standard P2C Professional Development product support:

- In-person or virtual implementation and onboarding sessions include the following components:
 - Ensure access to P2C Educate
 - Provide a deep dive into the P2C Math curriculum, lesson planning, and assessment support
 - Exploration of additional career-connected learning features of the P2C Educate to aid teachers in amplifying engagement in their classrooms
- Participation in the P2C Monthly Master Class that provides:
 - Support for users in the practice of research- based pedagogically sound instructional strategies
 - Support in the use of P2C Math and/or P2C Career Explorer curriculum
- Access to P2C Educate includes asynchronous courses and participation with a collaborative community of P2C users. P2C educators have access to three categories of courses designed to not only support educators in their use of the P2C curriculum, but also aid in their understanding of pedagogy and sound instructional practices.
- 30, 60, and 90-day virtual check-ins to ensure a smooth transition to P2C for teachers and administrators

Coaching. P2C aims to support both school leaders and teachers as they embark on the pathway to equitable outcomes. Our coaching spans nine months and incorporates the principles of

blended learning, encompassing both onsite and virtual sessions, as well as engagement via our online learning community, P2C Educate.

P2C coaching integrates change management support for leaders, guiding them in the cultural transformation of their educational settings. The coaching plan further aids teachers in establishing local and statewide professional learning communities, enhancing their teaching capacity, and offering comprehensive support in implementing P2C Math curriculum. This holistic approach fosters a transformative and inclusive learning environment and addresses critical aspects including math identity, mindsets, classrooms, and direct connections to careers.

Teacher Resources. P2C Math includes a robust list of resources in the teacher materials.

- **Instructional Scope & Sequence** - This resource provides a high-level overview of how P2C Math is designed to align with math standards' conceptual categories and domains
- **Table of Contents with State Standards**
- **Pacing Guide** - The pacing guides provide a range of days to be spent on topics so that teachers can adjust instruction based on the students' needs.
- **Teaching Strategies & Guidance** - This resource provides relevant instructional pedagogies, methodologies, and suggestions about implementing P2C Math in your classroom. Explore topics such as Culturally and Linguistically Responsive Teaching (CLRT), Lesson Structure, Academic conversations, Scoring, Feedback, and more.
- **Lesson Planning Template** – Use this guide to establish an effective framework to engage learners.
- **Math Vocabulary Graphic Organizer** – Support students' understanding of new terms with this resource.
- **Home Communication Flyer** - The Home Communication Flyer provides an overview of P2C Math and ideas for how adults at home can support student learning.

Project Scope & Quote

P2C Math

- 300 licenses for P2C Pre-Algebra, Algebra I, Geometry, or Algebra II \$ 10,000
 - Beginning-, Middle-, and End-of-Year Assessments for each course
 - Onboarding Implementation Support
-

P2C Professional Development

- Virtual training – 3 hours & Custom course design \$ 1,200
-

TOTAL

\$ 11,200

Putnam County Board of Education Agenda Request



Name of Person Making Request: Chris Pierce

Date: 09/23/2024

Department: Attendance Supervisor

Account Funding Code

141 E 72310 599

Backup included

Backup to follow

Please consider approval of payment to Frontline Education in the amount of \$17,927.70 for our continued use of their zoning software package to be paid from 141-72310-599.

Signature of Person Making Request

9/24/24

Date

Signature of Director of Schools

9/24/24

Date

received
09-24-24 MT

Frontline Education Renewal Notice

Attn: Putnam County School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. This includes the ability to create a support request.

Below you will find information about the renewal of your subscription(s) that renew on 12/12/2024. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions please reach out to your Client Success Manager

Description	Start Date	End Date	Qty	Rate	Amount
Location Analytics Subscription - powered by Forecast5, 5 admins and unlimited regular users	12/12/2024	12/11/2025	1	\$17,927.70	\$17,927.70
School Search Subscription - powered by Forecast5	12/12/2024	12/11/2025	1	\$0.00	\$0.00
Total					\$17,927.70

Please use this [link](#) to indicate that you intend to renew your subscriptions and request your invoice if needed.

Need assistance? You can reach us by calling Brenda Richmond at or by emailing us at renewals@frontlineed.com.



Laura Hughes
Director, Client Retention and Renewals

*Hold until
Chris says OK 6/6/24
put on BOE Agenda 6/24/24*

141 72310 599

VTC16
10-03-24

Putnam County Budget Amendment / Line Item Transfer Authorization Form
Department: Special Education

Date: October

Item # Account # Account Description Current Approved Amount Requested Approval Amount

Item #	Account #	Account Description	Current Approved Amount	Requested Approval Amount
1	141 46515-2152	Revenue		Increase \$378,660.20
2	141 71200-116-2152	Teachers		Decrease \$60,000.00
3	141 71200-163-2152	Educational Assistants		Increase \$135,000.20
4	141 71200-195-2153	Certified Subs		Decrease \$3,800.00
5	141 71200-198-2153	non-certified subs		Increase \$7,000.00
6	141 71200-201-2152	Social Security		Decrease \$14,500.00
7	141 71200-204-2152	State Retirement		Increase \$15,500.00
8	141 71200-206-2152	Life Insurance		Decrease \$245.00
9	141 71200-207-2152	Medical Insurance		Increase \$73,435.00
10	141 71200-208-2152	Dental Insurance		Decrease \$1,410.00
11	141 71200-212-2152	Employer Medicare		Increase \$4,550.00
12	141 71200-217-2152	Retirement-Hybrid		Decrease \$799.00
13	141 71200-429-2152	Instructional Supplies		Increase \$41,421.00
14	141 71200-725-2152	Equipment		Decrease \$10,000.00
15	141 72220-524-2152	Staff Development		Increase \$11,000.00
				\$378,660.20

Requested by: Sheri Roberson
Supervisor Sheri Roberson

Recommended for Approval: Assistant Director

Reviewed by: [Signature]
Chief Financial Officer

[Signature]
Official / Department Head

Action by Fiscal Review Committee: Recommended for Approval
Action by County Commission: Approval

No Recommendation Date:
Non-Approval Date:

received
09-20-24 mt

Department: Finance

DATE: _____



<u>Item #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Approved Amount</u>	<u>Request Approval Amount</u>	<u>Decrease</u>	<u>Increase</u>
		Expenditures/Equity				
141 E	76100 706 000 02528 000	BUILDING	-	-	622,187.00	622,187.00
141 E	76100 715 000 02528 000	LAND	-	-	281,750.00	281,750.00
141 E	76100 599 000 02528 000	OTHER CONTRACTED SERVICES	-	-	500,000.00	500,000.00
141 Q	39000 000 000 00000 000	UNDESIGNATED FUND BALANCE	17,966,760.00	1,403,937.00	-	16,562,823.00
						-
						-
		Total Amendment Expenditures/Equity	17,966,760.00			17,966,760.00

Explanation: To budget for purchase of South Franklin Ave. land, building and building upgrades from Fund Balance.

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: _____



VID
10-03-24

Out of State/ Overnight BOARD APPROVAL Month: October, 2024

Date Submitted	Destination/City	School	Sponsors/ Chaperones	Subject/ Grade/ Group	Date(s) of Event	No. of Students	Event Name
09/19/24	Indianapolis Convention Center - SpringHill Suites Indianapolis Downtown 601 W. Washington St. Indianapolis, IN 46204 (317) 972-7293	UHS	Whitney Slatten 9316071763 Wes Shanks 9312607574	CTE / 9th-12th / FFA	October 22-26, 2024	10	National FFA Convention
09/19/24	SpringHill Suites Indianapolis Downtown 601 West Washington Street, Indianapolis, IN 46204	CHS	Elizabeth Wick 4237375148 Danielle Johnson 9312653113 Aaron Walls Tyler Vester	CTE / 11th-12th / FFA	October 22-26, 2024	9	National FFA Convention
09/19/24	Marriott City Center, 100 W. Trade Street, Charlotte, NC 28202 There are 2 hotels that DECA is using for this conference. If we don't get into the Marriott, I will change this.	CHS	Virginia Gantkowski 931-644-3106 Judy Henry 731-676-6505 John Gantkowski or Joe Henry	CTE / 9th-12th / DECA	November 15-17, 2024	6	DECA Leadership Conference / National DECA Ultimate Power Trip
09/19/24	Dockside Inn and Suites 7125 Universal Blvd, Orlando, FL 32819 (407) 503-8000	UHS	Emily Phillips 615-483-1006 (Choir & Commercial Music Director) Becky Maynard 931-529-0498 (Dance Team Coach) Brian & Shonda Alley (Bryson Alley's parents) Steve & Christie Chaney (parents of Bradley Chaney) Dee Bean (PCSS Teacher at Cornerstone & dance team assistant coach)	Fine Arts / 9th-12th / Choir, Commercial Music, & Dance Team	February 23-28, 2025	50	Team Building & Performance



Corby King, Director of Schools

Date

received
09-19-24

UHS / CHS

FFA National Convention

Upperman High/Baxter FFA Rooming List

Advisor Room A
Wes Shanks (Baxter FFA)

Advisor Room B
Whitney Slatten (Baxter FFA)

Student Room A (Girls)
1. Addison Farris
2. Allison York
3. Kristina Taylor
4. Evey Burchett
5. Halle Farris

Student Room B (Boys)
1. Taylor Street
2. Brogan Duke
3. Cole Meadows
4. Thomas Arnold
5. Ryan Roberts

October 22-26, 2024

Chaperones
Tyler Vester (Monterey FFA)
Danielle Johnson (Cookeville FFA)
Elizabeth Wick (Cookeville FFA)
Aaron Walls (Monterey FFA)

Hotel
SpringHill Suites
Indianapolis Downtown
601 W. Washington St.
Indianapolis, IN 4204

**Cookeville HS FFA Rooming List for
SpringHill Suites Indianapolis - Downtown**

Advisor Room 3 King
Danielle Johnson (Cookeville)
Elizabeth Wick (Cookeville)
Whitney Statten (Upperman)

Boy Room 1 Cookeville
Blake Johnson
Conner Bartlett
Cole Bartlett

Girl Room 1 Cookeville
Lillian Upchurch
Mahler McApplin
Lyndsie Knox
Savannah Peterson
Honey Wilson
Ella Lawrie

**Cookeville FFA National Convention Agenda
Cookeville High School**

AGENDA

Tuesday 10/22

9:00 am - Leave School traveling to Indy

(includes a stop for lunch)

Hotel Address:

SpringHill Suites Indianapolis Downtown
601 West Washington Street
Indianapolis, IN 46204

Dinner: Leave at 5:00

Keystone Crossing Mall

8702 Keystone Crossing, Indianapolis, IN 46240

Wednesday 10/23

Ag Comm - W Marriott Downtown Indianapolis – White River Rooms A-E - 1st Floor

Conference Area

- Registration - 7:30-8:00 am

- Writing Mechanics Exam - 8:00-9:00 am

- Break - 9:00-9:30 am

- Press Conference - 9:30-10:00 am

- Practicums - 10:00 am - 1:00 pm

Everyone else

Breakfast at hotel

Shopping Mall Open - 8:00 am - 6:00 pm

***Concert**

Dinner: Leave hotel at 6:30 p.m

Dave and Busters

8350 Castleton Corner Dr, Indianapolis, IN 46250

Thursday 10/24

Opening Session (1B)

- Doors open at 6:30 am
- Session begins 8:00 am

Second General Session

- Doors open at 1:00 pm
- Session begins at 2:00 pm
- National Chapter Awards - Ella Lawrie and Savannah Peterson

Agricultural Issues Forum Finals

- 500 Ballroom
- 4:30-6:30 pm

6:00 pm - Dinner at the hotel

Will have Pizza Delivered

Ag Comm

6:00 pm - Awards Program - Convention Center Rooms 120-122

Friday 10/25

Tennessee Breakfast

- Doors open at 6:30 am
- 7:00-8:00 am

- Westin Indianapolis - Second Floor Grand Ballroom, 241 W. Maryland St.

Sixth General Session

- Doors open at 6:00 pm
- Session begins at 7:00 pm
- Star in Agribusiness Award - Austin Archer

Leave for Dinner at 6:30??

Location TBA

Saturday 10/26

Load up at the hotel at 10:00 a.m.

Final Session Begins at 12 eastern (they usually last about 2 hours)

Depart for home at the end of the session

Lunch

CHS

DECA Leadership Conference
Rooming list TBD

UHS

Choir, Commercial Music & Dance
Rooming List TBD



Upperman High School
Choir, Dance, &
Commercial Music Trip
February 23-28, 2025



Itinerary Overview

Sunday, February 23, 2025 - Leave from UHS at 2:00 pm (Arrive at hotel 1 or 2 am)
Monday, February 24, 2025 - Universal Studios & Islands of Adventure
Tuesday, February 25, 2025 - Performance Day & Medieval Times Dinner Show
Wednesday, February 26, 2025 - Universal Studios & Islands of Adventure
Thursday, February 27, 2025 - Universal Studios & Islands of Adventure
Friday, February 28, 2025 - Drive Home - Depart at 6:00 am (stop for lunch) arrive at UHS approximately 6:00 pm



Trip Planner - Hannah Gribble
Key to the World Travel®
phone: 931-581-9228
email: hannah.gribble@keytotheworldtravel.com
web: keytotheworldtravel.com

Accommodations:	5 nights at Universal's Dockside Inn & Suites
Park Tickets:	3 day - Park to Park Universal Studios & Islands of Adventure tickets
Dinner Show:	Medieval Times Dinner Show
Performance Day:	Performance at Universal City Walk
Dining Vouchers:	\$200 Universal Dining Card works at either of the parks, our hotel, & Universal City Walk
Estes Charter Bus:	Estes Bus Service to Orlando and back (50 available student seats)
Bonuses:	4 Matching Group shirts, Drawstring Backpack, Universal Studios lanyard, and more

Total Cost Per Student - \$1003

Payment Schedule

*Headstart Payment #1 can be submitted before May 15

*Payment #1	Due August 8	\$253
Payment #2	Due September 9	\$250
Payment #3	Due October 3	\$250
Payment #4	Due November 11	\$250

Checks should be made to UHS and should include your student's name in the memo space. Cash should be in an envelope with your student's name on it and labeled "Universal Trip." You can deliver money to Mrs. Emily Phillips or Mrs. Becky Maynard.

PARENTS & FAMILY MEMBERS

- Additional family members are absolutely welcome and encouraged to attend this trip. However, ticket packages, transportation, & lodging will be each family's responsibility. This is NOT a family vacation - your student is part of the school group and will NOT be permitted to go off-schedule with you apart from the rest of our group until Friday when the trip is over. (or in the case of an emergency) Family members are encouraged to purchase our matching group shirts (\$15 each shirt, paid to UHS Choir).
 - Our travel planner (Hannah Gribble) will be happy to help you with tickets and packages at no additional cost to you or our group.
 - CAN MY STUDENT TRAVEL WITH ME TO FLORIDA? Yes, however the amount of the bus cost will still be applicable UNLESS we fill the bus - in which case - the cost of the bus may be waived for students who choose to travel with their parents (first come/first serve on this waiver).
 - YES, your student may ride home with you - they will need to be signed out no earlier than Friday, February 28 with Mrs. Phillips or Mrs. Maynard. Parents must send an email on Friday morning from the parent's email address to either Mrs. Phillips or Mrs. Maynard stating that the student has been checked out.
- Any Additional questions please email Mrs. Phillips - emily.phillips@pcsstn.com or Mrs. Maynard - rmaynard@pcsstn.com

PAYMENTS MUST BE MADE ON TIME!

- You can pay off your entire balance at any time.
 - Payments are non-refundable after November 1, 2024 - UNLESS you find someone to fill your spot.
 - Past November 11 - Once the choir/dance team has paid for the tickets you are responsible for the entirety of your balance even if you decide not to go.
 - Payments must be made with cash or checks - We are NOT legally allowed to accept any digital payment apps such as Venmo, PayPal, etc...
 - Fundraising is not required, but it is available (see Mrs. Phillips for details)
- *Individual fundraising ideas: Have a yard sale, get a part time job, do work for people who love you and want to pay you to do work for them.*

ADDITIONAL INFORMATION

- **REQUIREMENT:** ONLY students who are in good standing both academically and behaviorally will be permitted to attend the trip.
- Grades will be evaluated at the end of the first 9 weeks for eligibility. Students with a pattern of failing grades will not be eligible to attend. PLEASE NOTE: If a student is failing classes at the time of the trip that student may not be allowed to go and no refund will be available - this is school policy.
- **AUDITIONS:** In the event that more students want to go than we have room - we will hold auditions. Priority will be given to upperclassmen.
- **SICKNESS:**
 - If your student shows signs of sickness (fever, vomiting, etc) within 24 hours of the trip it would be best if they don't attend as the sickness could be contagious and spread to other students on the trip. In this case, a parent would be welcome to bring the student themselves, but the parent and student would need to lodge separately from the other students.
 - Should your student fall ill during the trip, parents will be notified and a sickness plan will be made. Unfortunately, it is NOT an option for the teachers on the trip to stay back at the hotel with a sick student, however the sick student will be given strict instructions from the parent/teacher plan and they will be checked on throughout the day.
- **MEDICATIONS & PRESCRIPTIONS:**
 - Any prescription medications must be checked in with Mrs. Phillips before departing UHS on Sunday. Please send ONLY the amount of medication the student will need on the trip. Prescriptions must be in the original bottle from the pharmacy with the student's name, type, and dosage on it.
 - Over-the-counter medications must be in a brand new, unopened container (school board policy). These still need to be checked in with Mrs. Phillips before we leave on Sunday.
 - The paperwork must be filled out completely and signed in all the correct spaces by the parent.
 - The medication must be given to Mrs. Phillips by the parent not by the student.
 - Remaining medication must be picked up by the parent after the trip is over. Any unclaimed medication will be turned over to the school nurse and/or destroyed.
 - If the paperwork is not signed and filled out properly - the medication cannot be taken on the trip.
 - If a parent is attending the trip it is understood that the parent will be responsible for their student's medication.
 - It is the student's responsibility to come and take their medication when it is time. Mrs. Phillips or Mrs. Maynard will send out a reminder message in the morning and in the evening, but we will NOT be hunting students down. If a student fails to come when it's time for medication neither Mrs. Phillips nor Mrs. Maynard will be returning to the hotel to get their medications.
 - Students are required to stay on schedule with the rest of the group. Be advised - This is a very fun trip, but it is also exhausting. If your student doesn't handle long hours, large crowds, lots of walking, etc.. very well, this trip may not be suitable for them.
 - Students are required to follow all school and trip rules. Including, but not limited to: P.D.A., language, defiance/insubordination, bullying/intimidation/discrimination, dress code, weapons, care of public and private property, etc...
 - There is a ZERO tolerance rule for any and all nicotine related products (cigarettes, vapes, etc...), alcohol, and drugs. Any student found in possession of any of these things will be sent home at the parents' expense.

STUDENTS BREAKING ANY RULES MAY BE DISMISSED FROM THE TRIP

AND IT WILL BE THE PARENTS RESPONSIBILITY TO PICK THEM UP OR ARRANGE THEIR TRAVEL BACK TO TENNESSEE

UNIVERSAL STUDIOS TRIP APPLICATION

<u>Student Name</u>	
<u>Guardian</u>	
<u>Grade</u> (2024-2025)	<u>Guardian</u> cellphone

Parent Agreement (Please Initial):
 I HAVE READ THE RULES AND AGREE TO THE ENFORCEMENT OF THESE RULES BY MRS. PHILLIPS AND MRS. MAYNARD
 I UNDERSTAND AND AGREE TO PROVIDE TRAVEL FOR MY STUDENT SHOULD MY STUDENT BEHAVE IN SUCH A WAY THAT IT IS NECESSARY FOR MY STUDENT TO BE DISMISSED FROM THE TRIP
 I UNDERSTAND THAT MY STUDENT MUST MAINTAIN PASSING GRADES AND ACCEPTABLE BEHAVIOR TO BE ALLOWED TO GO ON THE TRIP

Guardian Signature: _____
 Date: _____

Student Agreement (Please Initial):
 I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY THE RULES IF ALLOWED TO ATTEND THE TRIP TO FLORIDA
 I UNDERSTAND THAT BOTH MY GRADES AND BEHAVIOR HAVE TO BE IN GOOD STANDING TO BE ELIGIBLE TO TRAVEL TO FLORIDA WITH THE GROUP

Student Signature: _____
 Date: _____

Total Cost Per Student - \$1003

Payment Schedule

**Headstart Payment #1 can be submitted before May 15.*

*Payment #1 Due August 8 \$253	Payment #2 Due September 9 \$250	Payment #3 Due October 3 \$250	Payment #4 Due November 11 \$250
---	---	---	---

Checks should be made to UHS and should include your student's name in the memo space. Cash should be in an envelope with your student's name on it and labeled "Universal Trip." You can deliver money to Mrs. Emily Phillips or Mrs. Becky Maynard.

PAYMENTS ARE REFUNDABLE UNTIL NOVEMBER 1 - After that time the whole amount will be due even if you back out

VI E
10-03-24

PUTNAM COUNTY BOARD OF EDUCATION
DISCRETIONARY GRANT REPORT
OCTOBER 2024

Board Action	Grant Title	GRANT AMOUNT REQUESTING	LEA Match	Total Grant Amount	New, Ongoing, Renewal	Location	Approval to Apply	Approval to Accept	Comments
PERMISSION TO APPLY	PROJECT HOMETOWN HELP GRANT (MIDDLE TN. NATURAL GAS)	\$ 1,000.00			NEW	MHS	10.03.2024		LESLEY WILLIAMS APPLYING
PERMISSION TO APPLY	UTRUST MINI GRANT	\$ 800.00			ONGOING	CORNERSTONE	10.03.2024		BRITTANY GRAY AND MARY BETH SLIGER APPLYING (ONGOING FOR THE REAMINDER OF SCHOOL YEAR 2024-2025)
PERMISSION TO APPLY	TVA STEM GRANT	\$ 5,000.00			NEW	MHS	10.03.2024		BRIDGET PUGH APPLYING
PERMISSION TO APPLY	ARTS APPRECIATION GRANT	\$ 3,000.00			NEW	NES	10.03.2024		JENNIFER WEBB APPLYING
PERMISSION TO APPLY	UTRUST MINI GRANT	\$ 250.00			NEW	SES	10.03.2024		CRISTY SMITH PROVIDING THE INFORMATION
PERMISSION TO APPLY	TENNESSEE ARTS COMMISSION GRANT	\$ 3,000.00			NEW	SES	10.03.2024		CRISTY SMITH PROVIDING THE INFORMATION
PERMISSION TO APPLY	TVA STEM GRANT	\$ 5,000.00			NEW	VITAL SCHOOL STEM	10.03.2024		SHANNON PIRTLE APPLYING
PERMISSION TO APPLY	SOUTHERN VOLLEYBALL ASSOCIATION GRANT	\$ 5,000.00			NEW	UHS	10.03.2024		SUSIE DOBBS APPLYING
PERMISSION TO APPLY	LOIS LENSKI COVEY GRANT	\$ 2,000.00			NEW	SYSTEMWIDE	10.03.2024		ALLISON PAINTER APPLYING
PERMISSION TO APPLY	SWALLOWES SCHOLARS GRANT	\$ 500.00			NEW	UHS	10.03.2024		KAYLA WINFREE APPLYING
PERMISSION TO APPLY	TVA STEM GRANT	\$ 5,000.00			NEW	WPA	10.03.2024		KAROLYN THACKER APPLYING
PERMISSION TO APPLY	SWALLOWES SCHOLARS GRANT	\$ 500.00			NEW	PVES	10.03.2024		ASHLEY CLEMMONS APPLYING
PERMISSION TO APPLY	UTRUST CULTURE GRANT	\$ 1,000.00			NEW	BPS	10.03.2024		MARSHA WYATT APPLYING
PERMISSION TO APPLY	UTRUST MINI GRANT	\$ 500.00			NEW	UHS	10.03.2024		JESSICA WILLIAMS APPLYING
PERMISSION TO APPLY	UTRUST CULTURE GRANT	\$ 2,800.00			NEW	UHS	10.03.2024		JESSICA WILLIAMS APPLYING
PERMISSION TO ACCEPT	UTRUST MINI GRANT			\$ 500.00	NEW	UHS		10.03.2024	JESSICA WILLIAMS ACCEPTING
PERMISSION TO ACCEPT	UTRUST CULTURE GRANT			\$ 2,800.00	NEW	UHS		10.03.2024	JESSICA WILLIAMS ACCEPTING
PERMISSION TO ACCEPT	UTRUST MINI GRANT			\$ 500.00	NEW	CORNERSTONE		10.03.2024	MARY BETH SLIGER ACCEPTING
PERMISSION TO ACCEPT	UTRUST CULTURE GRANT			\$ 2,500.00	NEW	PSMS		10.03.2024	FREDIA WADDELL ACCEPTING
PERMISSION TO ACCEPT	STS GRANT (TENNESSEE ARTS COMMISSION)			\$ 3,000.00	NEW	AES		10.03.2024	BETH GAW ACCEPTING
PERMISSION TO ACCEPT	STS GRANT (TENNESSEE ARTS COMMISSION)			\$ 3,000.00	NEW	PVES		10.03.2024	KATELYN LEDDY ACCEPTING

received
10-27-24
mlt



**PCSS Board Agenda Request
For 2024 Meeting**

Date: October 3, 2024

Department Federal Programs

Person Submitting Bridgett Carwile *BC*

Account Number (if appropriate) 142

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of:

☆ Title I (101) amendments

- Please sign the Board Approval of FY25 ESSER 3.0

received
09-18-24 *MT*

FY25 ESSER 3.0 Application Board Approval School Year 2024-25

Due November 1, 2024

LEA #: 710	LEA Name (Legal Name of Agency): Putnam County Schools
LEA Legal Mailing Address:	
Street Address: <u>1400 E. Spring St.</u>	
City: <u>Cookeville</u> State: <u>Tennessee</u> Zip: <u>38506</u>	

The facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are true and correct to the best of my knowledge.

The Board of Education has reviewed and approved this project year's application for filing.
This action is recorded in the official minutes of the Agency's Board meeting held on the date entered below:

October 3, 2024
Board Meeting Date

Director of Schools (Signature)

Corby King

Director of Schools (Print Name)

October 3, 2024

Date Signed

Board of Education Official (Signature)

Lynn McHenry

Board of Education Official (Print Name)

October 3, 2024

Date Signed



Putnam County Board of Education Agenda Request

Name of Person Making Request: Judy Schinbeckler

Department: Educator Support

Phone Number of Person Making Request: 931-526-9777 ext 1446

Account Funding Code (if appropriate) N/A

Backup included

Backup to follow

Consider approval of the following for the October 3rd, 2024 BOE meeting:

Student Teacher Partnership Agreement between University of Phoenix and the Putnam County School System effective 8/1/24 - 6/30/25 with an option to request renewal for an additional 4 years.

Judy Schinbeckler 9-17-24
Signature of Person Making Request Date

[Signature] _____
Signature of Director of Schools Date

received
09-17-24 MJ



UNIVERSITY OF PHOENIX SCHOOL AFFILIATION AGREEMENT

This Affiliation Agreement made and entered into this 23rd day of September, 2024, by and between The University of Phoenix, Inc., an Arizona for-profit corporation, hereinafter referred to as the "UNIVERSITY" and Putnam County Schools, an entity domiciled in the State of Tennessee, hereinafter referred to as the "SCHOOL."

I. PURPOSE

The purpose of this Agreement is to provide education experiences for selected UNIVERSITY students, hereinafter "STUDENTS", which take place at the SCHOOL and in which the SCHOOL will participate.

II. OBLIGATIONS OF THE UNIVERSITY

1. The UNIVERSITY will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
2. The UNIVERSITY will keep all records and reports on STUDENT experiences in accordance with UNIVERSITY policy and regulatory requirements.
3. The UNIVERSITY will plan with the SCHOOL, in advance, its schedule of STUDENT assignments to the designated areas, including dates and numbers of STUDENTS.
4. The UNIVERSITY agrees to inform STUDENTS that STUDENTS shall be responsible for following the rules and regulations of the SCHOOL, including recognition of the confidential nature of information regarding pupils and their records.
5. The UNIVERSITY will provide to the SCHOOL a copy of course objectives for the learning experience. The SCHOOL, together with the UNIVERSITY, will make arrangements for evaluating the learning experience.
6. For STUDENTS enrolled in the UNIVERSITY teacher licensure program, the UNIVERSITY will assign a Faculty/Site Supervisor who will collaborate with the SCHOOL'S Cooperating Teacher. For purposes of this Agreement, the term "Cooperating Teacher" shall be defined as the district educator who has been assigned to supervise the STUDENT.

For STUDENTS enrolled in The UNIVERSITY principal licensure program, the UNIVERSITY will assign a Faculty/Site Supervisor who will collaborate with the SCHOOL'S Mentor. For purposes of this Agreement, the term "Mentor" shall be defined as the district school administrator who has been assigned to supervise the STUDENT.

7. STUDENTS are not employees, agents, subcontractors or representatives of the UNIVERSITY.

8. To help defray costs associated with the placement of STUDENTS at the SCHOOL, the UNIVERSITY shall pay compensation in accordance with Exhibit A, attached hereto and incorporated herein, upon completion of STUDENT'S assignment at the SCHOOL, or at such other time as the parties agree.

III. OBLIGATIONS OF THE SCHOOL

1. The SCHOOL shall maintain sole responsibility for the instruction, education and welfare of its pupils. SCHOOL shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
2. The SCHOOL agrees that STUDENTS assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control, and responsibility of the SCHOOL.
3. The SCHOOL shall retain the right, in its sole discretion, to request the removal of any individual from any area of the SCHOOL premises. STUDENTS shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL representative.
4. The SCHOOL shall provide as required by the degree program either qualified Cooperating Teachers and/or Mentors for STUDENTS. Cooperating Teachers and/or Mentors will be resource persons for STUDENTS and UNIVERSITY faculty while at the SCHOOL. Cooperating Teachers and/or Mentors selected by SCHOOL will: a) assist in orienting STUDENTS to the SCHOOL, the classroom, administrative staff and the pupils; b) explain all applicable SCHOOL and district policies, rules, and regulations to STUDENTS; c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with SCHOOL personnel, pupils, and parents; d) complete evaluations of STUDENTS' progress and submit them to the University Faculty/Site Supervisor, after reviewing them with the applicable STUDENT; e) immediately inform the University Faculty/Site Supervisor of any concerns regarding a STUDENT; f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) for teacher candidates supervise STUDENTS on a daily basis if the Cooperating Teacher is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Under no circumstance can a STUDENT, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by the SCHOOL and the UNIVERSITY.
5. The SCHOOL shall provide to UNIVERSITY and STUDENTS the policies and procedures and other relevant materials to allow STUDENTS to function appropriately within the SCHOOL.
6. STUDENTS assigned to the SCHOOL shall follow the SCHOOL'S protocols for health and safety. The SCHOOL will provide necessary emergency medical services to STUDENTS.
7. The SCHOOL shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the SCHOOL without appropriate approval.
8. The SCHOOL shall keep confidential and shall not disclose to any person or entity (a) STUDENT applications; (b) STUDENT health records or reports; and/or (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning any STUDENT participating in the education experiences

provided by SCHOOL, unless such disclosure is authorized by the STUDENT or is ordered by a court of competent jurisdiction. SCHOOL shall adopt and enforce policies and procedures necessary to protect the confidentiality of STUDENT records as defined herein.

9. For teacher candidates: STUDENTS shall not be considered employees or agents of the SCHOOL with the exception of STUDENTS who are current teachers of record and are approved by the UNIVERSITY and SCHOOL to complete their teaching internship (clinical practice) in their own classroom.

For principal candidates: STUDENTS shall not be considered employees or agents of the SCHOOL with the exception of STUDENTS who are current teachers of record (including teacher leaders, instructional coaches, etc.) and are approved by the UNIVERSITY and SCHOOL to complete their administrative internship at their school site.

IV. INDEMNIFICATION

1. Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless at the request of the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of this Agreement or (b) the negligent acts or omissions in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
2. UNIVERSITY and SCHOOL shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

V. INSURANCE

1. UNIVERSITY and SCHOOL each shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. Upon written request, a party shall provide the other party with a certificate evidencing such insurance coverage.
3. Insurance required by UNIVERSITY to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of UNIVERSITY or its affiliates; (c) a plan of self-insurance, provided that UNIVERSITY or any guarantor of UNIVERSITY'S obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs.

VI. REPRESENTATIONS AND WARRANTIES

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

VII. GENERAL PROVISIONS

1. Neither the SCHOOL nor the UNIVERSITY will discriminate against any person because of race, color, religion, sex, or national origin, nor discriminate against any STUDENT or student applicant with a disability pursuant to law as set forth in the Americans with Disabilities Act.
2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the UNIVERSITY and the SCHOOL and their employees, STUDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each STUDENT is placed with the SCHOOL in order to receive educational experience as part of the academic curriculum; duties performed by a STUDENT are not performed as an employee of the SCHOOL but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL personnel. Unless required under state law, the SCHOOL nor the UNIVERSITY is required to provide workers' compensation coverage for the STUDENTS participating in the educational experience. UNIVERSITY acknowledges that nothing in this Agreement shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY personnel to participate in, control, or direct operations at the SCHOOL.
3. The SCHOOL shall timely notify the UNIVERSITY when any UNIVERSITY employee or STUDENT has been involved in a reported incident and the UNIVERSITY shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.
4. In the event SCHOOL does not agree to the compensation set forth in Exhibit A, SCHOOL and its employees shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program, however, as a professional courtesy, the Cooperating Teacher and/or Mentor may be entitled to payment of the reasonable and customary honorarium or, alternatively, may at some campuses have the opportunity to enroll in a UNIVERSITY course upon completion of the supervisory assignment.
5. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to the referenced subject matter.
6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the UNIVERSITY and the SCHOOL. The parties may assign this Agreement and any of its rights and/or obligations hereunder without the consent of the other party.
7. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.

If to the SCHOOL:

Putnam County Schools
710 West Pine Street
Cookeville, TN 38501

X. Counterparts and Electronic Signatures

1. The SCHOOL and the UNIVERSITY may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically. An electronic signature shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page is an effective as executing and delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, the SCHOOL or the UNIVERSITY must produce or account only for the executed counterpart of the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

UNIVERSITY:

SCHOOL:

Signature

Signature

Name

Name

Title

Title

Phone

Phone
931-526-9777

E-mail address

E-mail address

Date

Date

EXHIBIT
tabbles
VIF3
10-03-24



**Board Agenda Request
For October 3, 2024 Meeting**

Date 9/17/24

Department CTE

Person Submitting Jaclyn Vester *JV*

Account Number (if appropriate) N/A

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Approval of acceptance of the donation of new power and hand tools from Milwaukee Tool to be used in Construction, Welding, Agriculture and Automotive classes at CHS, MHS, UHS and WPA.

received
09-17-24 MT

Item Number	Item Description	School	Program	QTY
2980-22	M18 FUEL 4-1/2" - 6" Braking Grinder Kit, Paddle Switch No - Lock	CHS	Welding	
2729-22	M18 FUEL Deep Cut Band Saw Kit	CHS	Welding	
2903-22	M18 FUEL 1/2" Drill/Driver Kit	CHS	Welding	
2822-22	M18 FUEL SAWZALL Recip Saw w/ ONE KEY - 2 Battery XC5.0 Kit	CHS	Welding	
48-22-8426	PACKOUT Rolling Tool Box	CHS	Welding	
3697-27	M18 FUEL 7 Tool Combo Kit	CHS	Construction	
2811-22	M18 FUEL Super Hawg Right Angle Drill w/ QUIK-LOK Kit	CHS	Construction	
2645-22	M18 Cordless Lithium-ion Jigsaw Kit	CHS	Construction	
2680-22	M18 Cordless Lithium-ion 4-1/2" Cut-off/Grinder Kit	CHS	Construction	
48-22-9486	366 PC Master Mechanics Hand Tool Set with PACKOUT Drawers and Dolly	CHS	Automotive	
2764-22	M18 FUEL 3/4" High Torque Impact Wrench with Friction Ring Kit	CHS	Automotive	
9075-20	3/4in Impact Wrench with Rocker Switch and Friction Ring Socket retention	CHS	Automotive	
0202-20	3/8" Magnum Drill	CHS	Automotive	
48-22-9486	106pc 1/4" and 3/8" Metric & SAE Ratchet and Socket Set with PACKOUT Low-Profile Organizer	CHS	Automotive	
2695-16	M18 16 Piece Combo Kit	MHS	Agriculture	
48-22-9486	106pc 1/4" and 3/8" Metric & SAE Ratchet and Socket Set with PACKOUT Low-Profile Organizer	MHS	Agriculture	
2729-21	M18 FUEL Deep Cut Band Saw Kit	MHS	Agriculture	
48-22-9495	366 PC Master Mechanics Hand Tool Set with PACKOUT Drawers and Dolly	MHS	Agriculture	
2482-20	M12FUEL 1/2" x 18" Bandfile	MHS	Agriculture	
0821-20	M18 Brushless 18" Fan	UHS	Agriculture	3
2151-20	M18 RADIUS Site Light	UHS	Agriculture	2
2904-20	M18 FUEL 1/2" Hammer Drill/Driver, Bare Tool	UHS	Construction	
3697-27	M18 FUEL 7 Tool Combo Kit	UHS	Construction	
2696-24	M18 Cordless Combo Compact Hammer Drill/Sawzall/1/4 Hex Impact Driver/ Work Light	UHS	Construction	

2904-22	M18 FUEL 1/2" Hammer Drill/Driver Kit	UHS	Construction
2953-22	M18 FUEL 1/4" Hex Impact Driver Kit	UHS	Construction
48-22-1025M	Magnetic Tape Measure 25ft	All Schools	Math
			210



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: September 17, 2024

RE: Agreement

Backup included

Backup to follow

Agenda Item for October 3, 2024 Board meeting.

Statement to be Included:

A renewal of the Coolant Collection Agreement between the Putnam County School System and Atmus Filtration Technologies.

Signature of Person Making Request

9/17/24

Date

Director of Schools

9/19/24

Date

received
09-17-24 MT



Mr. Lynn McHenry, Chairman
Putnam County Board of Education
1400 East Spring Street
Cookeville, TN 38506

Re: Coolant Collection Agreement with Putnam County Board of Education

Atmus Filtration Technologies Inc. (“Atmus”) and Putnam County School Board of Education (“you” or “Customer”) hereby mutually agree to the below terms and conditions regarding the advancement of certain tests and experiments as described in Attachment 1 of this agreement for the potential improvement and optimization of Atmus-owned coolants.

In its pursuit of improvement, Atmus will perform a short-term field test by collecting coolant samples from engines from Putnam County Busses (“Coolant Collection”) as identified in Attachment 1. During this test, you should not make any changes or modifications to the Busses’ engines unless prior written approval of Atmus is obtained.

Unless noted in Attachment 1, no responsibility of maintenance of the Busses or their engines shall change.

Atmus represents that it will take any and all necessary actions and precautions to store and dispose of any coolants collected from the Busses in accordance with rules and regulations, including Atmus’—or any of its subsidiaries—own laboratory retention practices.

Atmus expects the field test to be undertaken for approximately 1 year, with the potential for renewal depending upon the results of the field test.

Atmus—including any of its subsidiaries— hereby disclaim and exclude any and all warranties related to the Coolant Collection as Atmus is simply collecting data surrounding coolants to determine information surrounding the degradation and overall performance of the coolants on the bus engines.

Any information provided by Atmus—or its subsidiaries— to the Putnam County Board of Education or its employees will be kept confidential unless there is an Open Records Act request for the information. If there is an Open Records Act request for the information, Atmus will be notified within ten (10) days and may go to Chancery Court to protect the confidentiality of the information. Unless a Court Order is entered precluding the Putnam County Board of Education from releasing the information, after twenty (20) days the Putnam County Board of Education will be obligated to the release the information to the individual or entity requesting the information.

This letter agreement: (1) shall not be amended, modified or altered, except in writing, duly accepted and executed by both parties; (2) shall be governed by, and construed in accordance with, the laws of the State of Tennessee and (3) constitutes the entire agreement and understanding of the parties hereto concerning the Coolant Collection and no representations or promises have been made concerning the field test that are not fully set forth herein.

Either party may cancel this agreement with, or without, cause by giving thirty (30) day’s written notice.

Anything to the contrary notwithstanding in this Agreement any dispute arising out of this contract shall be decided in the Chancery Court of Putnam County, Tennessee, as the sole and exclusive venue and jurisdiction for the resolution of any said claims. The parties may voluntarily agree to a non-binding mediation in Cookeville, Putnam County, Tennessee, to resolve dispute prior to litigation, but are no obligated to do so. Each party shall be responsible for its own fees and costs.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this _____ day of _____, 2024.

Lynn McHenry, Chairman

On behalf of PUTNAM COUNTY BOARD OF EDUCATION

William Huff

On behalf of Atmus Filtration Technologies Inc.

Attachment 1

Location for Coolant Collection: Putnam County, TN

Coolants to be collected: ES Compleat (Bulk PN: CC2827) and ES Compleat OAT (Bulk PN: CC36074)

Purpose of collecting coolants: Field Data Collection

Type of parts being tested: Coolant

Bus Numbers part of Study:

1. 14-27
2. 15-92
3. 15-96
4. 15-97
5. 73
6. 75
7. 76
8. 77
9. 71
10. 72
11. 74
12. 78
13. 35E
14. 36E



Putnam County Board of Education Agenda Request

Name of Person Making Request: Judy Schinbeckler

Department: Educator Support

Phone Number of Person Making Request: 931-526-9777 ext 1446

Account Funding Code (if appropriate) N/A

Backup included

Backup to follow

Consider approval of the following for the October 3rd, 2024 BOE meeting:

Student Teacher Partnership Agreement between Nashville State Community College and the Putnam County School System effective 10/01/24 - 9/30/25.

Judy Schinbeckler 9-17-24
Signature of Person Making Request Date

[Signature] 9/19/24
Signature of Director of Schools Date

received
09-17-24 AMT

CLINICAL AFFILIATION AGREEMENT
BETWEEN
NASHVILLE STATE COMMUNITY COLLEGE
AND
PUTNAM COUNTY SCHOOLS

This Agreement is made this 9 th day of September, 2024, by and between Nashville State Community College, hereinafter referred to as "Institution" and Putnam County Schools, hereinafter referred to as "Affiliate".

Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

I. Purpose - the purpose of this Agreement shall be to provide clinical experience to students enrolled in the Occupational Therapy Assistant program of the Institution.

A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

B. The clinical experience shall be provided at the Affiliate's Facility located at 1400 East Spring St., Cookeville, TN 38506 and other facilities that Putnam County Schools, hereinafter referred to as "Facility".

C. The specific experience to be provided students is described as follows:

See Addendum Level I & Level II Fieldwork Objectives

II. Terms and Conditions - pursuant to the above-stated purpose, the parties agree as follows:

A. Term - the term of this Agreement shall be (one year) commencing October 1, 2024 and ending September 30, 2025.

Either party may terminate this Agreement upon giving 60 days written notice to the other party. Such termination shall have no effect on students receiving clinical experience during the current academic term.

B. Placement of Students – As mutually agreed between the parties, the Institution will place an appropriate number of students at the Facility each academic term.

C. Discipline - While enrolled in clinical experience at the Facility, students (and faculty, if applicable), will be subject to applicable policies of the Institution and the Affiliate.

See Addendum Level I and Level II Fieldwork Objectives.

Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. Notwithstanding the foregoing and pursuant to its policies, Affiliate retains the right to
Revised 12-23-2020

DocuSign Envelope ID: 01E765E6-66F6-475C-A947-5B0D3D0D93E0

safeguard the health, safety, and welfare of its patients and the orderly operation of the Facility and in such capacity shall have the right to exclude or remove a student from the Facility at any time based on a student's failure to comply with reasonable policies of the Facility, including, without limitation, those related to vaccination and disease testing.

D. Specific Responsibilities - The following duties shall be the specific responsibility of the designated party (Institution and/or Affiliate/Facility):

1. Institution shall be responsible for the selection of students to be placed at the Facility.
2. Affiliate/Facility shall provide orientation to the Facility for students beginning clinical experience.
3. Affiliate/Facility shall be responsible for scheduling training activities for students.
4. Affiliate/Facility shall be responsible for supervising students at all times while present at the Facility for clinical experience.
5. Affiliate/Facility shall evaluate the performance of individual students as appropriate.
6. The Affiliate shall retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.
7. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.
8. The Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
9. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical facilities and services as necessary.
10. The Institution shall provide health records of students (and faculty, if applicable) upon request by the Affiliate. In order to maintain a healthy and safe environment, Affiliate retains the right to require students and faculty participating at its Facility to have, or to obtain, any immunizations or testing reasonably required by Affiliate.
11. The Institution shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.
12. The Affiliate requires written evidence of professional liability insurance coverage from individual students and faculty and staff (if applicable) participating in the experience. The minimum amount of coverage per individual shall be 1,000,000 per occurrence/3,000,000. The coverage shall extend through the term of the student and faculty or staff's (if applicable) participation.
13. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301 et seq.

E. Mutual responsibilities - the parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to:

To the extent required by federal law, 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. 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.

Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The Family Educational Rights and Privacy Act (FERPA). The Affiliate shall protect the confidentiality of the student's records and shall not release any information without written consent from the student unless required to do so by law.

2. **Background Checks:** If criminal background checks of students are required by the Affiliate, the Institution shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students will be informed by the Institution that the check must be completed within the 90day period immediately prior to the student's initial clinical placement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.

If criminal background checks are required for Institutional faculty or staff, it shall be the Institution's responsibility to arrange for the background check, to pay all costs associated with such checks and to provide the results to the Affiliate.

It shall be the responsibility of Affiliate to set the eligibility standards for participation and to 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 so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical program at the Affiliate.

If an Institutional faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, 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.

Recognizing that students enrolled in the Occupational Therapy Assistant program at Institution 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 Institution's health care program and if the results of the background check are archived by the background check agency.

Institution shall inform students or faculty/staff members 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.

(If desired, a list of the checks to be run, along with the disqualifying criteria of the Affiliate

can be referenced and affixed as an Addendum.)

- 3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.
- 4. Any courtesy appointments to faculty or staff by either the Institution or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.
- 5. The confidentiality of patient records and student records shall be maintained at all times in accordance with applicable law.

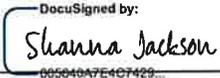
F. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:

- 1. Neither party shall be 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.
- 2. The delay or failure of performance by either party 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 shall be immediate termination.
- 3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

Nashville State Community College

Putnam County Schools

BY  _____
005046A7E4C7429
 Shanna L. Jackson

BY _____

TITLE President

TITLE _____

DATE 9/13/2024

DATE _____

LUCCSIGN ENVELOPE ID. 01270320-00F0-4730-7A347-3B0D3D0D992C

Nashville State Community College Occupational Therapy Assistant

Level I A NSCC OTA Fieldwork Objectives

1. Recognize occupation-based goals and effective treatment activities.
2. Report observations accurately.
3. Exhibit appropriate initiative to become actively involved in patient and staff activities.
4. Communicate effectively in a professional manner.
5. Identify ethnic/cultural attitudes and values that would affect interpersonal relationships and service delivery.
6. Perform in a professional, responsible manner and exhibit appropriate attitudes.
7. Develop an understanding of human behavior and report observations of psychosocial factors affecting performance during therapy in a variety of settings.

Level I B NSCC OTA Fieldwork Objectives

1. Be able to utilize the knowledge of task analysis to think logically and apply critical analysis to adapt, alter or create environments for the OT client.
2. Demonstrate the ability to adapt the environment, tools and materials necessary for an OT client to engage and participate in Occupations while utilizing proper safety precautions.
3. Understand the ability and disability as it relates to psychosocial engagement. Develop an understanding of how psychosocial engagement affects performance in a variety of settings.

Level I C NSCC OTA Fieldwork Objectives

1. Demonstrate the ability to interact professionally through written, oral and nonverbal communication.

2. Employ logical thinking, critical analysis, problem solving and creativity
3. Demonstrate the ability to adapt intervention methods and use safety precautions with clients during the screening, evaluation and intervention process, such as standards for infection control that include, but are not limited to, universal precautions.
4. Document occupational therapy services to ensure accountability of service provision and to meet standards for reimbursement of services, and demonstrate the ability to interact through written, oral and nonverbal communication with all persons at the clinical site.
5. Identify and use professional literature for the development of intervention plans.
6. Demonstrate knowledge and understanding of the AOTA Code of Ethics, Core Values and Attitudes of Occupational Therapy, and AOTA Guide to Occupational Therapy Practice as a guide for professional interactions and in client treatment and employment settings.
7. Develop awareness of and sensitivity to persons of different cultures and abilities.
8. Demonstrate knowledge and understanding of mental health challenges and effects of psychosocial behaviors on individual's occupational performance through evidence of communicating oral or written with persons at the clinical site.

Level II NSCC OTA Fieldwork Objectives

1. Student will develop entry level competencies for the Level II fieldwork by the end of the experience (*entry level competence is defined as achieving the minimal passing score or above on the AOTA Level II Fieldwork Performance Evaluation*).
2. Initially, supervision of the student should be direct and then decrease to less direct supervision as appropriate for the setting, the severity of the client's condition, and the ability of the student.
3. Student will assume full client caseload, as defined by fieldwork site, by end of experience.
4. Student will collect, use and appropriately apply assessment data to intervention development and treatment.
5. Student will submit correct and complete documentation in a timely manner, according to policies and procedures of fieldwork site.
6. Student will consistently report to site on time.
7. Student will attend all meetings as directed by supervisor.
8. Student will follow all policies and procedures of as directed by the fieldwork site and Nashville State Community College OTA Program.
9. Student will take initiative when exploring new learning opportunities.
10. Student will actively participate in the supervisory process.

11. Student will utilize resources available to them when planning and performing assigned duties. These resources include, but are not limited to other personnel at the fieldwork site, reference material, experts outside of those available at the fieldwork site.
12. Student will be familiar with and utilize treatment/intervention approaches that demonstrate in depth knowledge of the various frames of reference and evidence based interventions in Occupational Therapy practice.
13. Student will effectively demonstrate the knowledge and understanding of the roles of the occupational therapist and occupational therapy assistant and establish and maintain an effective relationship with clients, families, co-workers and others involved in the OT intervention process.
14. Student will demonstrate an understanding of the use and purpose of "occupation" when assisting in the development of treatment plans, and when working with clients.
15. Student will demonstrate the ability to address the needs of the "whole person" when developing and implementing treatment plans. "Whole person" includes addressing the physical, psychosocial, spiritual and emotional needs and occupations of the client.
16. Student will demonstrate the ability to use clinical reasoning appropriate to the OTA role, communicate the values and beliefs that enable ethical practice, develop professionalism and competence in OTA and career responsibilities.
17. Student will demonstrate knowledge and understanding of mental health challenges and effects of psychosocial behaviors on individual's occupational performance through evidence of communicating oral or written with persons at the clinical site.

Fwd: PUTNAM CO SCHOOLS - CLINICAL AFFILIATION AGREEMENT

1 message

Roberson, Sheri <robersons2@pcsstn.com>
To: "Schinbeckler, Judy" <schinbecklej@pcsstn.com>

Fri, Sep 13, 2024 at 3:25 PM

Do you do this or me??

----- Forwarded message -----

From: **Thorne, Tammy** <Tammy.Thorne@nsc.edu>
Date: Friday, September 13, 2024
Subject: PUTNAM CO SCHOOLS - CLINICAL AFFILIATION AGREEMENT
To: "robersons2@pcsstn.com" <robersons2@pcsstn.com>
Cc: ContractsAndAppeals <ContractsAndAppeals@nsc.edu>, "Morgan, Cynthia" <Cynthia.Morgan@nsc.edu>

Ms. Roberson,

Attached is a clinical affiliation agreement for our OTA program, signed by our President. Please obtain the signature of Ms. Kim Cravens and return a final copy to my attention.

Should you have any questions, please feel free to call or email me, or to contact Ms. Cynthia Morgan at cynthia.morgan@nsc.edu, or 615-353-3582.

Best regards,

Tammy Thorne

Sr. Administrative Assistant

Business & Finance Svcs.

(615) 353-3300

tammy.thorne@nsc.edu



"We must be the change we wish to see in the world." ~Ghandi

--
Sheri Roberson
Putnam County School System
Supervisor of Special Education
931-526-9777-Office
931-267-3365-Cell
robersons2@pcsstn.com

You cannot use deeper thinking skills unless you have something to think about. John Hattie



Board Agenda Request
For October 3, 2024 Meeting

Date 9/16/24

Department CTE

Person Submitting Jaclyn Vester *JMV*

Account Number (if appropriate) N/A

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Approval of the amendment to the current Dual Enrollment Agreement between Tennessee College of Applied Technology (TCAT) - Livingston, Tennessee and Putnam County School System to increase the stipend paid per enrolled student for the 2024-2025 school year. Once approved, a DocuSign will follow to Mr. Lynn McHenry and Mr. Corby King.

received
09-16-24 *CK*

Amendment to Dual Enrollment Agreement for Tennessee College of Applied Technology

By and Between

Tennessee College of Applied Technology Livingston

And

Putnam County School System (Cookeville High School, Monterey High School,

Upperman High School)

(TBR Contract No. 113695)

This Amendment to Dual Enrollment Agreement for Tennessee College of Applied Technology (this Amendment”) is made and entered into by and between Tennessee College of Applied Technology Livingston (“Institution”) and Putnam County School System (Cookeville High School, Monterey High School, Upperman High School) (“High School”) in order to amend the terms of the Dual Enrollment Agreement for Tennessee College of Applied Technology dated August 5, 2024 (the “Agreement”).

WHEREAS, Institution and High School desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Scope of Services. The parties have agreed to increase the stipend to \$100.00 per student enrolled in each dual enrollment course per term in order to compensate the High School for costs associated with providing the dual enrollment course at the High School list on Page 4 – FACULTY/COST. Accordingly, the second paragraph of Page 4- FACULTY/COST is deleted in its entirety and the following is inserted in its place and stead:

For Dual Enrollment Courses held at High School’s facilities, the parties agree as follows:

In the event the High School provides the instructor and other Dual Enrollment Course needs as mutually agreed to by the parties, the Institution shall pay the High School a stipend of one hundred dollars (\$100.00) per student enrolled in each dual enrollment course per term in order to compensate the High School for the costs associated with providing the Dual Enrollment Course at the High School. This amount shall not be subject to escalation for any reason or increased unless this Agreement is amended.

2. Effect of Amendment. In all other respects, and except as specifically modified and amended herein, the Agreement shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the 16th day of September 2024.

Institution:

Tennessee College of Applied Technology
Livingston

High School:

Putnam County School System (Cookeville
High School, Monterey High School,
Upperman High School)

By: _____
Name: Cliff Wightman
:
Title: President Livingston/Crossville

By: _____
Name: Corby King
Title: Director of Schools

High School:

Putnam County School System (Cookeville
High School, Monterey High School,
Upperman High School)

By: _____
Name: Lynn McHenry
Title: PCSSTN Board Chairman

By: _____
Flora W. Tydings, Chancellor
Tennessee Board of Regents



Board Agenda Request
For October 3, 2024 Meeting

Date 09/16/2024

Department CTE

Person Submitting Jackie Vester *JV 9/16/24*

Account Number (if appropriate) 141 E 76100 707 000 02518 065

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Request to rescind the September 5, 2024, approval of the purchase of one Scholar Series Greenhouse Structure due to vendor quote calculation error and approve amended quote for the purchase of one Scholar Series Greenhouse Structure for Avery Trace Middle School from vendor Atlas Greenhouse - Alapaha, GA, in the amount of \$38,009.80 to be paid by ISM (Innovative School Models) grant funds. Atlas Greenhouse is a Sourcwell member, contract number 071223-AGR.

received
09-16-24 *JV*



ATLAS GREENHOUSE

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622
Ph: 1-800-346-9902 / Fax: 1-229-532-4600

Order for Putnam County Schools

Prepared by Heath Spradley
September 12, 2024

Billing Address

To: Putnam County Schools
1400 East Spring St.
Cookeville TN 38506

Shipping Address

Ship to: Avery Trace Middle School
230 Raider Dr.
Cookeville, TN 38501

Attn: Sarah Bos

Attn: _____

Ph: _____

Ph: _____

Fx: _____

Alt. Ph. _____

Cell: _____

E-mail: _____

Sourcewell Contract Number: 071223-AGR

Sourcewell Member Number: _____

Terms: Paid in Full 50% Deposit: Balance due before shipment. Other _____

Payment Method: _____

Requested delivery date: _____

Scholar Series Greenhouse Structure

\$ 14,966.00

16 ft. Wide by 30 ft Long, with 8 ft. Sidewalls

Galvanized steel frame consisting of:

- C) Column Post: Allied "Gatorshield" Square 2" x 2" x 14 ga. - 6' Spacing
- D) Bows: Allied Square 2" x 2" x 14 ga. - 6' Spacing
- E) Purlins 6 Runs Allied "Gatorshield" 1-3/8" Round
- F) Ridge: Extruded Aluminum ridge cap allows easier installation & maintenance.
- G) Roof Glazing System: Extruded Aluminum roof channels spaced 6 ft. apart.
- H) Roof Glazing: 8mm clear twin wall no drip polycarbonate panels. (10 yr. warranty)
- I) Eave Glazing System: Aluminum extruded eave channels allows easier installation & maintenance.
- J) Eave Glazing: 8mm clear twin wall no drip polycarbonate. (10 yr. warranty)
- K) Sealed Engineering Drawings for Structural & Foundation design.

\$ 3,200.00

Wind and Snow Loads

Wind Load (WL) 115 mph, 3 second gusts
Snow Load (SL) 10 lbs. psf, Ground Snow
Risk Category II

Intended Crop: Educational

Note: This Scholar greenhouse will be constructed with posts set in concrete footers or concrete slab

End Gables

Front End Gables: Framed for 2 - 18" exhaust fans and
1 - Main Entry Door.

- A) Framing Studs: Allied "Gatorshield" 2" x 2" x 14 ga. Square
- B) Horizontal Purlins: Allied "Gatorshield" 2" x 2" x 14 ga. Square
- C) Base Extrusion: Aluminum base extrusion attractively seals and "trims out" base of greenhouse.

Rear End Gables: Framed For 2 - Motorized Shutters

- A) Framing Studs: Allied "Gatorshield" 2" x 2" x 14 ga. Square
- B) Horizontal Purlins: Allied "Gatorshield" 2" x 2" x 14 ga. Square
- C) Base Extrusion: Aluminum base extrusion attractively seals and "trims out" base of greenhouse.
- D) End Gable glazing: 8mm clear twinwall no drip polycarbonate panels, complete framing, glazing, and extrusion package. (10 yr. warranty)

Ventilation

- A) 2 - 18" Quietaire Industrial Box exhaust fan 1/4hp: 3490 cfm ea. @ .05 SP 110V. \$ 1,230.00
Fan(s) are single speed and equipped with shutter and guard.
Offering a minimum of 1.3 air exchanges per minute @ .10 inches of static pressure.
- B) 2 - 24" Motorized Quietair Shutter Mounted in End Wall For Fresh Air Intake \$ 422.00
at the minimum stage cooling.

Heating

- A) 1 - 60,000 BTU - L. P. Gas heater. \$ 1,067.00
Modine Model HD60A Heater delivers 80% thermal efficiency in a small package. \$ -
Featuring a aluminized steel primary heat exchanger. Totally enclosed fan motors and all \$ 163.00
controls mounted inside the cabinet for protection from airborne moisture and dust. Comes \$ 122.00
set-up for LP gas, Natural gas conversion available.

Doors

- A) 1 - 42" x 6' - 8" A.D.A. compliant single swing door(s) with lever action lock and key. \$ 489.00
Doors are three quarter tempered glass, designed to open toward outside of
greenhouse.

Automatic Temperature Control

- A) Automatic temperature control panel for simple operation and no overlapping of \$ 100.00
heating and cooling units. System will be wired for 120 volts and be located in an
easily accessible location for adjusting thermostat limits.
Control Panel to include:
4 - Johnson Controls - Single Stage Thermostat(s) \$ 356.00

Hanging Basket Rails:

- A) 1 - To Include: 4 runs of 1-3/8" x 17 ga. Allied "Gatorshield" tubing running \$ 133.92
length of benches. 18 feet long rail length

Emergency Lighting / Exit Signs / Fire Extinguisher

- A) 1 - Will be located above doors and will illuminate the word "EXIT" at all times, \$ 600.00
also has emergency lights powered by a rechargeable battery. Emergency
lights should come on when the power is interrupted for any reason.
One Multi purpose dry chemical A-B-C rated 10 lb. Fire extinguisher charged
with formulated siliconized dry chemical UL rated for fighting paper, wood,
fabric, grease, flammable liquid and electrical fires.

			Sub Total	\$		22,848.92			
		<u>12.5%</u>	Discount	\$		2,856.12			
			Sub Total	\$		19,992.81			
			Shipping	\$		1,742.00			
			Crating Fee	\$		125.00			
			Install	\$		16,150.00			
			Grand Total	\$		38,009.80			
Total Wt.	3526								

Note: Proposal valid for 7 days after: September 23, 2024

The Greenhouse described in this order is designed for and limited to Atlas Manufacturing, Inc. (Atlas) standard wind and snow loads unless specifically identified and described otherwise in the above order. Standard Loads are, Wind load = 90 mph w/ 3 second gust and Snow Load = 15 lbs. psf, Ground Snow based on a Category I continuously heated greenhouse as describes in Table 1608.3.2 of the IBC-2015 Manual. Atlas Manufacturing, Inc. cannot and will not be held liable or responsible for any and all damages and / or structural failures caused by prevailing load conditions at the greenhouse's erected location that exceed the aforementioned Standard Loads.

I, Putnam County Schools have read and understand the above order and disclaimer and agree to this order and disclaimer in their entirety. (This order is not valid unless accepted by Atlas Manufacturing, Inc.

Accepted,

Company / Individual

Name (Please Print)

Title

Signature

Date

Accepted,

Atlas Manufacturing, Inc.

Heath Spradley
heath@atlasgreenhouse.com

Greenhouse Sales
Title

Heath Spradley
Signature

9/12/2024
Date

*** Due to the volatility of fuel prices, freight charges will be determined at time of shipment and adjusted accordingly.**

NOTE: Customer is responsible for unloading product from truck upon delivery



ATLAS GREENHOUSE

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

Atlas Design Load Review

All information on this sheet is required to properly design and engineer your structure. Inaccurate or incomplete information that results in changes to stamped drawings will incur an additional charge.

Date: 8/7/2024

Customer Name: Putnam County Schools
Address: 1400 East Spring St.
Cookeville TN 38506

Physical Address of greenhouse location:
AVERY TRACE MIDDLE SCHOOL
230 RAZOR DR.
COOKEVILLE, TN 38501

Contact Name: Sarah Bos
Contact Phone: 0

Type and size of Structure: 16 x 30 Scholar Series Greenhouse with 6' Spacing and 6 Ft Side Walls

ARE PERMITS REQUIRED FOR THIS STRUCTURE: YES NO

Note: Most greenhouse structures require permitting unless there are specific agricultural exemptions for your location. If the NO permitting line is checked, additional cost may be incurred for structural upgrades IF building code or owner requirements are greater than the specified loads below.

This greenhouse is quoted as:

Building Code: IBC 2015
Wind Load (WL) 90 mph, 3 second gust
Snow Load (SL) 10 lbs. psf, Ground Snow
Risk Category II
Exposure: C

Local Building Code Requirements(must be completed):

Building Code: IBC 2018
Wind Load (WL) _____ Ultimate Wind Speed
Snow Load (SL) _____ psf, Ground Snow
Risk Category _____ (I or II)
Exposure: _____ (A,B,C,orD)
Seismic Zone: _____

Are there Special Load Requirements: NO Yes: Explain below.

Example: Overhead fire protection sprinklers, hanging baskets, crops supported from structure, etc....

HANGING BASKETS NEED SUPPORTED

Will Foundation Design be required for Permitting: YES NO

Will soil test results be provided for foundation design: YES NO

Allowable Soil Bearing Pressure: 1500 PSI p.s.f.

If unknown, a pressure of 1500 psf will be assumed and used for foundation design

Minimum Frost line requirements: 12 in. inches

Type of Foundation desired: Piers with Slab _____ Perimeter Footer with slab
Piers without slab _____ Perimeter footer without slab _____

Authorized Customer signature: Tony R. Sumner Date 8-9-24

SPECIAL NOTICE:

ATLAS MANUFACTURING, INC. CAN NOT AND WILL NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE WHERE EXCESSIVE WEATHER CONDITIONS SUCH AS SNOW, WIND, FIRE, OR HAIL HAS OCCURRED AND SUCH OCCURRENCES HAS EXCEEDED THE DESIGN LOADS STATED IN ENGINEERING SPECIFICATIONS. FURTHERMORE, ATLAS MANUFACTURING, INC. CAN NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE DUE TO IMPROPER INSTALLATION OR FAILURE TO FOLLOW MANUFACTURER'S RECOMMENDATIOI FAILURE TO FOLLOW RECOMMENDATIONS AND INSTRUCTIONS OF THE MANUFACTURER COULD RESULT IN ULTIMATE STRUCTURAL FAILURE.

Acceptance by Customer
(Sign Here)

Heath Spradley

Greenhouse Sales

Date

9/12/2024

Date



**ATLAS
GREENHOUSE**

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

ATLAS GREENHOUSE, LLC TERMS AND CONDITIONS

Purchaser: _____
Email: _____
Mailing Address: _____
City, State & Zip Code: _____
Shipping Address: 230 Raider Dr.
City, State & Zip Code: _____
Telephone: _____
Purchase Order # _____

Project : _____

This agreement ("Agreement") and the purchase order and/or quote and all documents referenced herein represent the entire and integrated agreement ("Contract Documents") between Purchaser as defined above and Atlas Greenhouse, LLC ("Seller") and supersedes all prior negotiations, representative, or agreements, either written or oral, and each party may be referred to individually as party or collectively, parties.

Article 1: The Materials

Seller shall ensure that the materials as stated in the purchase order or quote ("Materials") are procured and ready for shipment. Seller will ensure that when the Materials leave the warehouse it is in good condition.

Article 2: Shipping and Receiving

Quoted shipping and handling charges are subject to change and will be shipped at the prevailing rates at the time of shipping. Purchaser is responsible for all shipping costs incurred.

**PURCHASER: BEFORE RECEIVING, ACCEPTING, OR SIGNING FOR YOUR MERCHANDISE, PLEASE READ THIS POLICY AND INSPECT YOUR MERCHANDISE FIRST
IMPORTANT: PURCHASER IS RESPONSIBLE FOR RECEIVING TRUCK SHIPMENTS**

Once the freight carrier picks up Purchaser's freight from Seller's facility, safe delivery of this shipment is the responsibility of the freight carrier and/or Purchaser. However, Seller will be glad to render assistance to trace and recover goods.

Seller will ensure that Freight carrier shipments leave the Seller's warehouse in good condition. It is possible that in the process of transportation and transferring of freight, material may become either lost or damaged. Therefore, Seller cannot be responsible for conditions in which Seller has no control. Replacement material will be shipped and charged to Purchaser's account as detailed below. In this regard Purchaser is obligated for prompt payment of material (original and replacement) to Seller. No replacement material shall be sent until payment has been received by Seller. It is the freight carrier's obligation to reimburse Purchaser for damaged or missing items in Purchaser's claim.

Purchaser should examine shipment carefully before signing the delivery receipt. While counting the number of boxes and bundles, it is extremely important to check for shortages and/or damaged materials. If the box and bundle count does not agree with the bill of lading, or damaged material is found, it is Purchaser's responsibility to document shortage or damage on the freight bill and notify the Seller within 48 hours of delivery. Failure timely notify the Seller shall waive Purchasers right to obtain replacement material for damaged or missing material.

Article 3: Risk of Loss

Unless otherwise stated herein, risk of loss and title to all Materials shall pass to the Purchaser once the materials have been delivered to the Purchaser at the address stated above.

Article 4: Change Orders

A change order is any change in Materials from the original plans and specifications upon which the contract sum is predicated. All change order requests are subject to Seller's written approval. In the event the Seller authorizes changes in the work to be performed, or if any federal, state or local law, rule, or requirement results in alternate designs and/or deviations from the specifications herein, the contract sums shall be accordingly adjusted provided that the cost or credit to Purchaser shall be agreed upon by the parties before the change is put into effect. Any and all changes to this agreement must be in writing and signed by a representative of Seller.

Article 5: Cancellation

Orders for Materials or equipment are not cancelable, either in whole or in part.

Article 6: Return of Materials or Equipment

All returns for credit must have prior written approval of an authorized representative of Seller and must be for justifiable reasons.

The credit extended for such approved returns will be based on the invoice value at time of purchase, or such lower value as may then represent our current pricing. All returns will be assessed a handling and restocking charge of 25% unless otherwise approved by an authorized representative of Seller.

No items shall be returned for credit which have been damaged or rendered unusable. Unless otherwise approved by an authorized representative of Seller, all returned items shall be freight prepaid by Purchaser. During shipping, Purchaser is liable for all Materials.

Article 7: Ownership and Use of Drawings, Specifications, Plans, and Other Documents

Documents prepared by Seller, engineer, engineer's consultants, architect, or architect's consultants are instruments of service for use solely with respect to the Materials and the specific project. The Seller engineer, or engineer's consultants or architect or architect's consultants shall retain all common law, statutory and other reserved rights in their instruments of service including copyright. The Purchaser or its contractor, are authorized to use the instruments of service provided to them for this project only.

Article 8: Waiver of Subrogation

Each party agrees that with respect to any losses covered by, or required to be covered by, property insurance under the terms of this agreement, other than those losses caused by the other party's gross negligence or intentional acts, each party hereby waives and releases the other, its officers, directors, employees and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Each party further agrees that its insurance companies shall have no right of subrogation against the other on account of this release.

Article 9: Governing Law and Venue

The venue of any action arising out of or relating to this Agreement, or brought to enforce the provisions of this Agreement, shall be Berrien County, Georgia or the United States District Court for the Middle District of Georgia for a federal district court proceeding. This Agreement shall be governed by the laws of the State of Georgia. The parties agree, as a condition precedent to litigation, any controversy or claim relating to this agreement shall be first submitted to mediation before a mutually acceptable mediator, unless Seller, at its sole option, elects to waive this requirement and the parties further agree that the mediation will take place in Berrien County, Georgia. Each party irrevocably consents to the jurisdiction of the above courts.

Article 10: Waiver of Jury Trial

EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL.

Article 11: Attorneys' Fees

The prevailing party in any dispute arising out of or in connection with this Agreement shall be entitled to its attorney's fees, costs, and expenses incurred through arbitration, litigation, appellate and bankruptcy proceedings.

Article 12: Damage Limitation

In no event, whether based on the Agreement, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the Materials or use of the materials and services performed under the Agreement, shall Seller be liable for secondary, special, punitive, exemplary, incidental, speculative, consequential, or indirect damages, including loss of use, loss of revenue, loss of profits or loss of crops.

Seller and Purchaser agree to allocate certain of the risks so that, to the fullest extent permitted by law, Seller's total aggregate liability to Purchaser is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

Article 13: Disclaimers

Purchaser understands and recognizes that greenhouses and related products manufactured and/or sold by Seller are subject to varied conditions due to the way they are to be installed and used. Seller makes no warranties whatsoever, express or implied, written or oral, to Purchaser. Liability is limited to repair or replacement of defective parts to the original Purchaser. Seller is not liable for any consequential damages, expenses, or injury arising from the use, misuse or adverse weather of any product manufactured or sold by Seller. Seller is not responsible for loss of income, merchandise, or livelihood due to a defective part sold by Seller. Seller reserves the right to make changes in design or add to or improve the product without incurring any obligation to install the same on any products previously manufactured.

Seller cannot and will not be held responsible for product or equipment failure where excessive weather conditions including but not limited to, snow, wind, lightning, fire, or hail has occurred, and such occurrences have exceeded the design loads stated in the engineering specifications. Furthermore, Seller cannot and will not be held responsible for product or equipment failure due to improper installation, inadequate common maintenance, or failure to follow the manufacturer's recommendations and instructions. Failure to follow manufacturer's recommendations and instructions could result in ultimate structural and equipment failure. Seller disclaims all responsibility for any injury or damage caused by the structure or equipment.

If the Purchaser chooses not to purchase steel end wall framing kits from Seller, it is Purchaser's sole responsibility to provide adequate framing to resist wind/snow loads to prevent damage or structural failure.

Seller cannot and will not be held liable for a loss of or damage to single layer poly due to slippage through aluminum poly fastening extrusions.

Article 14: Indemnification

To the fullest extent permitted by law, the Purchaser shall indemnify, defend and hold harmless the Seller, and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or related to the delivery or installation of the Materials, provided such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, but only to the extent caused by the negligent act or omissions of Purchaser, or anyone directly employed by them or under their control or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

To the fullest extent permitted by law, Purchaser shall indemnify defend and hold Seller, including its owners, officers, managers, employees and agents, harmless (to the extent provided by the law) from and against all claims, loss, liability, cost, damage, or expense including attorneys' fees arising out of or related to any claim, action or proceeding against Seller arising out of or related to the installation, maintenance, use or operation of the Materials or products purchased by Purchaser or on Purchaser's behalf.

Article 15: Limited Warranty

Seller warrants that its products are free from defects in material and workmanship for a period of one year from the date of delivery, except that Seller explicitly makes no warranties as to products or materials manufactured by others. As to products manufactured by others, Purchaser's sole remedy shall be under warranty, if any, made by the original manufacturer. This limited warranty is nontransferable or assignable.

It is the Purchaser's responsibility to notify Seller in writing at matt@atlasgreenhouse.com (email) or mailed overnight mail with tracking to Atlas Greenhouse, Attn: Matt Hughes, P.O. Box 558, Alapaha, GA 31622 within ten (10) calendar days of the occurrence of any claim, defect, or deficiency arising out of materials provided by Seller under the Agreement. Failure of the Purchaser to provide written notice of the occurrence will result in the Purchaser waiving all claims that may be brought against Seller because of or relating to the occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims. Upon receiving notice, Seller will within a reasonable time inspect the Materials, and if the cause of the defect is within the coverage as stated above, the Seller will arrange for repairs/replacements to be made. If the cause of the damage is not covered by the warranty, Seller will notify Purchaser that the damage is not covered, and Seller shall not be liable to Purchaser for the cost of repairs or damage.

Purchaser's remedies hereunder are limited to the repair and/or replacement of goods manufactured by Seller as provided herein. Any warranty provided by Seller shall be void if Purchaser fails to pay for any materials ordered pursuant to the Agreement.

The obligations of Seller herein are in lieu of all others, and Seller makes no other warranties, express or implied, including, without limitation, any warranties of merchantability or fitness, for any purpose. Under no circumstances shall Seller be liable for any special or consequential damages, even if Seller has been notified of the possibility of the same.

Purchaser shall hold and protect all products for which Purchaser has given notice, as stated above, until Purchaser is specifically instructed to do otherwise by Seller. While such products are under Purchaser's protection, Purchaser shall be liable for all damages to said products.

Non-code or non-certified structures acquired by the Purchaser are done so at the Purchaser's own risk. Purchaser shall indemnify Seller from any liabilities or costs including attorneys' fees for structural failure or any legal action taken by governing agencies for nonconformance.

The structure set forth in this proposal is designed with the understanding that the interior may be cooled and/or heated. If the structure set forth in this proposal is structurally certified by a licensed structural engineer, the certification is based on figures for a continuously heated greenhouse. The Purchaser understands that it is required to regulate the inside temperatures to avoid excessive snow loads.

Purchaser understands that the cost of structural certification not requested at time of purchase but requested after Purchaser received structure and signed delivery receipt will be charged to Purchaser. In addition, any components (additional trusses, purlins, spacings, braces, etc.) necessary to meet the required certification will be charged to the Purchaser. Purchaser is responsible for informing Seller of required loads for the county in which the structure is to be located.

Seller shall not be responsible for any damages, direct or consequential, whether or not the structure contains growing plants, which shall result either from: (a) the failure of the Purchaser to always regulate inside temperatures, or (in the event the Purchaser is responsible hereunder for installing environmental control equipment), (b) the failure of the Purchaser to complete timely installation of said equipment.

EXCLUSIONS TO WARRANTY

Including the exclusions mentioned elsewhere in this agreement, Seller disclaims all liability for claims arising out of the exclusions listed below. Purchaser acknowledges that he/she is solely liable for all damages, whether actual or consequential, arising out of these claims. This express workmanship warranty does NOT cover the following:

- 1) Defects or damage caused by:
 - (a) Natural disasters including, without limitation, floods, lightning, hurricanes, tropical storms, hail, windstorms, earthquakes, and/or tornadoes.
 - (b) Temperature fluctuations.
 - (c) Structural failures, such as cracks in foundations or other surfaces; damages caused by water intrusion unrelated to the work.
 - (d) Changes in original principal usage unless approved in advance in writing.
 - (e) Repairs by others including, but not limited to, servicing or maintenance unless prior written approval is obtained.
 - (f) Acts of God, strikes, riots, war, civil disturbances, fire, vandalism or other damage beyond Builder's control.
 - (g) Failure of Purchaser to maintain the purchased Materials.
 - (h) Sinkholes, shifting soils, or other ground subsidence condition.
 - (i) Purchaser negligence, misuse, abuse or alteration.
- 2) Damage to person or property caused by mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents or allergens.
- 3) Any condition that is not in strict accordance with Seller's installation instructions.

Article 16: Limited Equipment Warranty

Seller is a manufacturer or distributor for products and equipment used in the greenhouse industry. These product manufacturers have stated warranty procedures that must be followed to validate the warranty. These warranty procedures are typically included with the product's original packaging. Each product manual should be retained for servicing the product and warranty procedures. If the service manual and/or warranty procedures cannot be located, please call and ask for technical support. Subject to the other requirements and exceptions in this Agreement, Seller will warranty defective parts and motors for fans, shutters, pumps, heaters, thermostats, and curtain motors for a period of one year. However, all warranties are null and void when improperly wired or used. Upon inspection and testing, if the motor or part was improperly wired or used, the Purchaser will be billed. Seller has found that most claims for a defective motor or part are caused by initial improper wiring. Motors and heaters should be wired/installed by a licensed professional with experience in commercial equipment. Most claims of shortages are caused by Purchaser inexperience. Purchaser should inspect, identify, and recognize all parts, bundles, and equipment before beginning construction.

Article 17: Design Parameters

The structure set forth in this proposal is designed with the understanding that the interior may be cooled and/or heated. Purchaser understands that they are required to regulate inside temperature to avoid excessive snow loads. Seller shall therefore not be responsible for any damages, direct or consequential, whether or not the structure contains growing plants, which shall result either from (a) the failure of the Purchaser to at all times regulate and maintain proper inside temperatures, or (in the event the Purchaser is responsible hereunder for installing environmental control equipment) (b) the failure of the Purchaser to complete timely installation of said equipment.

Article 18: Foundations

Foundation options shown in this manual are for illustration purposes only and are intended to assist with the layout for posts and may not be suitable for Purchaser's structure. Soil types and densities vary from location to location, even within a specific locale. Different foundation requirements will be based on Purchaser's specific soil conditions, post spacing, wind loads, snow loads, etc. Seller can provide, upon request, engineering calculations to assist in determining foundation requirements with a local engineer for Purchaser's structure based on local code requirements. It is the responsibility of Purchaser to obtain all necessary local code information and to inform Seller of the required loads for the county, as well as obtaining any permits which will be necessary. Unless otherwise agreed to in writing by the parties, it is the responsibility of the Purchaser to install this structure on an adequate foundation designed to meet local building codes. Structures using post-in-ground are required to set posts according to foundation design. All structures must have posts set in 3000 PSI commercial grade concrete. Failure to strictly adhere to buildings codes, the requirements set forth in this Agreement or the installation manual shall void all warranties.

Article 19: Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise unenforceable, that provision shall be revised to the extent necessary to make that provision enforceable and legal. In such event, the Contract Documents shall be construed to the fullest extent of the law, to give effect to the Parties intention in executing the Contract Documents.

Article 20: Waiver of Consequential Damages

The Seller and Purchaser waive claims against each other for consequential damages. In no event, whether based on the Agreement, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Seller be liable for secondary, special, punitive, exemplary, incidental, speculative, consequential, or indirect damages, including loss of use or loss of profits.

Article 21: Acts of God

Seller shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, fires, hurricanes and other weather conditions, strikes, war or other causes beyond Seller's reasonable control.

Article 22: No Third-Party Beneficiary

This Agreement is intended to benefit only the parties hereto and their successors and assigns. Nothing in this Agreement is intended to create rights in any third-party beneficiary.

Article 23: Assignment

This Agreement shall not be assignable by Purchaser without the written consent of the Seller. Any attempt at assignment may be deemed a default.

Article 24: Technical Support

Technical advice is limited by the information provided by the Purchaser and the Purchaser must make the ultimate decision since the Purchaser is on-site.

The Purchaser should consult the instruction manual and have it available when speaking to technical support. There is no guarantee of success of the technical assistance and no additional warranties are expressed or implied based upon any technical assistance given to the Purchaser. Seller is not responsible for the Purchaser's misunderstanding or misapplication of the technical advice given, other than what may qualify under the original warranties, terms, and conditions.

Article 25: Recommendations

1. Store all galvanized square, rectangle, and round tubing in a dry area. Galvanized hat purlins also need a dry area. If a dry, indoor area is not available for storage, cut the bundle straps and separate bundles, allowing air to dry out trapped moisture. Failure to do so will result in white oxidation forming on the metals.
2. A continuous inside temperature of 50°F at 3'-0" above floor level must be always maintained during cold weather or winter conditions. If snow begins to accumulate on the structure, increase the temperature until the accumulation is no longer present. Failure to do so will allow snow and ice to accumulate which may result in a structural failure due to excessive accumulation.
3. In case of heating failure, Seller recommends having an alternative heat source and/or generator and spare parts to allow for product function until full repairs or replacements can be made.
4. Maintain the poly covering to have a snug or almost tight fit year-round, it will expand, or contract based on changing temperatures and wind. Poly must not sag between framing members – failure to do so may result in pocketing of rain/snow which can cause serious damage or structural failure.
5. It is the Purchaser's responsibility to ensure that double poly systems are always inflated. In case of electrical failure, use a generator to keep the inflation system running.
6. When extreme weather conditions are predicted, it is recommended remove poly covering from the structures to prevent structural damage. Ensure all bolts, nuts, anchors, etc. are tightened securely when construction is complete.
7. Extrusions which require 'snap caps' are designed for two layers of 6 mil poly to adequately hold in place: single wide lock, double wide lock, channel lock, Z-lock, Snow Arch gutter, RT Max gutter, Pro Com gutter, wall/hinge extrusion. If using these extrusions with seasonal 4 mil poly, substitute the snap cap for stainless steel wire.

Approval and Acceptance:

Purchaser has reviewed and hereby accepts the terms of this Agreement and agrees to be bound by all of the provisions set forth herein.

"PURCHASER" (as defined above):

BY: _____

Name: _____

Title: _____

Date: _____

BOE Approved
M. Jubb



Board Agenda Request
For September 5, 2024 Meeting

Date 08/15/2024

Department CTE

Person Submitting Jackie Vester *JV*

Account Number (if appropriate) 141 E 76100 707 000 02518 065

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Approval of the purchase of one Scholar Series Greenhouse Structure for Avery Trace Middle School from vendor Atlas Greenhouse - Alapaha, GA, in the amount of \$35,055.81 to be paid by ISM (Innovative School Models) grant funds. Atlas Greenhouse is a Sourcewell member, contract number 071223-AGR.

received
08-09-24 MAT *MAT*



ATLAS GREENHOUSE

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622
Ph: 1-800-346-9902 / Fax: 1-229-532-4600

Proposal for Putnam County Schools

Prepared by Heath Spradley
August 9, 2024

Billing Address

To: Putnam County Schools
1400 East Spring St.
Cookeville TN 38506

Attn: Sarah Bos
Ph: _____
Fx: _____
Cell: _____
E-mail: _____

Sourcewell Contract Number: 071223-AGR
Sourcewell Member Number: _____

Terms: Paid in Full 50% Deposit: Balance due before shipment. Other _____

Payment Method: _____

Shipping Address

Ship to: Avery Trace Middle School

Attn: _____
Ph: _____
Alt. Ph. _____

Requested delivery date: _____

Scholar Series Greenhouse Structure

\$ 14,966.00

16 ft. Wide by 30 ft Long, with 8 ft. Sidewalls

Galvanized steel frame consisting of:

- C) Column Post: Allied "Gatorshield" Square 2" x 2" x 14 ga. - 6' Spacing
- D) Bows: Allied Square 2" x 2" x 14 ga. - 6' Spacing
- E) Purlins 6 Runs Allied "Gatorshield" 1-3/8" Round
- F) Ridge: Extruded Aluminum ridge cap allows easier installation & maintenance.
- G) Roof Glazing System: Extruded Aluminum roof channels spaced 6 ft. apart.
- H) Roof Glazing: 8mm clear twin wall no drip polycarbonate panels. (10 yr. warranty)
- I) Eave Glazing System: Aluminum extruded eave channels allows easier installation & maintenance.
- J) Eave Glazing: 8mm clear twin wall no drip polycarbonate. (10 yr. warranty)
- K) Sealed Engineering Drawings for Structural & Foundation design.

\$ 3,200.00

Wind and Snow Loads

Wind Load (WL) 115 mph, 3 second gusts
Snow Load (SL) 10 lbs. psf, Ground Snow
Risk Category II

Intended Crop: Educational

Note: This Scholar greenhouse will be constructed with posts set in concrete footers or concrete slab

End Gables

Front End Gables: Framed for 2 - 18" exhaust fans and
1 - Main Entry Door.

- A) Framing Studs: Allied "Gatorshield" 2" x 2" x 14 ga. Square
- B) Horizontal Purlins: Allied "Gatorshield" 2" x 2" x 14 ga. Square
- C) Base Extrusion: Aluminum base extrusion attractively seals and "trims out" base of greenhouse.

Rear End Gables: Framed For 2 - Motorized Shutters

- A) Framing Studs: Allied "Gatorshield" 2" x 2" x 14 ga. Square
- B) Horizontal Purlins: Allied "Gatorshield" 2" x 2" x 14 ga. Square
- C) Base Extrusion: Aluminum base extrusion attractively seals and "trims out" base of greenhouse.
- D) End Gable glazing: 8mm clear twinwall no drip polycarbonate panels, complete framing, glazing, and extrusion package. (10 yr. warranty)

Ventilation

- A) 2 - 18" Quietaire Industrial Box exhaust fan 1/4hp: 3490 cfm ea. @ .05 SP 110V. \$ 1,230.00
Fan(s) are single speed and equipped with shutter and guard.
Offering a minimum of 1.3 air exchanges per minute @ .10 inches of static pressure.
- B) 2 - 24" Motorized Quietair Shutter Mounted in End Wall For Fresh Air Intake \$ 422.00
at the minimum stage cooling.

Heating

- A) 1 - 60,000 BTU - L. P. Gas heater. \$ 1,067.00
Modine Model HD60A Heater delivers 80% thermal efficiency in a small package. \$ -
Featuring a aluminized steel primary heat exchanger. Totally enclosed fan motors and all controls mounted inside the cabinet for protection from airborne moisture and dust. Comes set-up for LP gas, Natural gas conversion available. \$ 163.00
\$ 122.00

Doors

- A) 1 - 42" x 6' - 8" A.D.A. compliant single swing door(s) with lever action lock and key. \$ 489.00
Doors are three quarter tempered glass, designed to open toward outside of greenhouse.

Automatic Temperature Control

- A) Automatic temperature control panel for simple operation and no overlapping of heating and cooling units. System will be wired for 120 volts and be located in an easily accessible location for adjusting thermostat limits. \$ 100.00
Control Panel to include: \$ 356.00
4 - Johnson Controls - Single Stage Thermostat(s)

Hanging Basket Rails:

- A) 1 - To Include: 4 runs of 1-3/8" x 17 ga. Allied "Gatorshield" tubing running \$ 133.92
length of benches. 18 feet long rail length

Emergency Lighting / Exit Signs / Fire Extinguisher

- A) 1 - Will be located above doors and will illuminate the word "EXIT" at all times, also has emergency lights powered by a rechargeable battery. Emergency lights should come on when the power is interrupted for any reason. \$ 600.00
One Multi purpose dry chemical A-B-C rated 10 lb. Fire extinguisher charged with formulated siliconized dry chemical UL rated for fighting paper, wood, fabric, grease, flammable liquid and electrical fires.

	Sub Total	\$ 22,848.92
	<u>12.5%</u> Discount	\$ 2,856.12
	Sub Total	\$ 19,992.81
	Shipping	\$ 1,742.00
	Crating Fee	\$ 125.00
	Install	\$ 16,150.00
	Grand Total	\$ 35,055.81
Total Wt. 3526		

Note: Proposal valid for 7 days after: September 23, 2024

The Greenhouse described in this order is designed for and limited to Atlas Manufacturing, Inc. (Atlas) standard wind and snow loads unless specifically identified and described otherwise in the above order. Standard Loads are, Wind load = 90 mph w/ 3 second gust and Snow Load = 15 lbs. psf, Ground Snow based on a Category I continuously heated greenhouse as describes in Table 1608.3.2 of the IBC-2015 Manual. Atlas Manufacturing, Inc. cannot and will not be held liable or responsible for any and all damages and / or structural failures caused by prevailing load conditions at the greenhouse's erected location that exceed the aforementioned Standard Loads.

I, Putnam County Schools have read and understand the above order and disclaimer and agree to this order and disclaimer in their entireties. (This order is not valid unless accepted by Atlas Manufacturing, Inc.

Accepted,



Company / Individual
Lynn McHenry

Name (Please Print)
Board Chair

Title
Putnam County School System

Signature
9/5/24

Date

Accepted,

Atlas Manufacturing, Inc.

Heath Spradley
heath@atlasgreenhouse.com

Greenhouse Sales

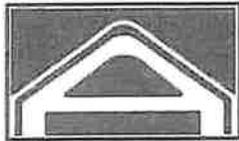
Title
Heath Spradley

Signature
8/9/2024

Date

*** Due to the volatility of fuel prices, freight charges will be determined at time of shipment and adjusted accordingly.**

NOTE: Customer is responsible for unloading product from truck upon delivery



ATLAS GREENHOUSE

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

Atlas Design Load Review

All information on this sheet is required to properly design and engineer your structure. Inaccurate or incomplete information that results in changes to stamped drawings will incur an additional charge.

Date: 8/7/2024

Customer Name: Putnam County Schools
Address: 1400 East Spring St.
Cookeville TN 38506

Physical Address of greenhouse location:
EVERY TRACE MIDDLE SCHOOL
230 RAIDER DR.
COOKEVILLE, TN 38501

Contact Name: Sarah Bos
Contact Phone: 0

Type and size of Structure: 16 x 30 Scholar Series Greenhouse with 6' Spacing and 6 Ft Side Walls

ARE PERMITS REQUIRED FOR THIS STRUCTURE: YES NO

Note: Most greenhouse structures require permitting unless there are specific agricultural exemptions for your location. If the NO permitting line is checked, additional cost may be incurred for structural upgrades IF building code or owner requirements are greater than the specified loads below.

This greenhouse is quoted as:

Building Code: IBC 2015
Wind Load (WL) 90 mph, 3 second gust
Snow Load (SL) 10 lbs. psf, Ground Snow
Risk Category II
Exposure: C

Local Building Code Requirements (must be completed):

Building Code: IBC 2018
Wind Load (WL) _____ Ultimate Wind Speed
Snow Load (SL) _____ psf, Ground Snow
Risk Category _____ (I or II)
Exposure: _____ (A,B,C,orD)
Seismic Zone: _____

Are there Special Load Requirements: NO Yes: Explain below.

Example: Overhead fire protection sprinklers, hanging baskets, crops supported from structure, etc....

HANGING BASKETS NEED SUPPORTED

Will Foundation Design be required for Permitting: YES NO

Will soil test results be provided for foundation design: YES NO

Allowable Soil Bearing Pressure: 1500 PSI p.s.f.
If unknown, a pressure of 1500 paf will be assumed and used for foundation design

Minimum Frost line requirements: 12 in. inches

Type of Foundation desired: Piers with Slab _____ Perimeter Footer with slab
Piers without slab _____ Perimeter footer without slab _____

Authorized Customer signature: [Signature] Date 8-9-24

SPECIAL NOTICE:

ATLAS MANUFACTURING, INC. CAN NOT AND WILL NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE WHERE EXCESSIVE WEATHER CONDITIONS SUCH AS SNOW, WIND, FIRE, OR HAIL HAS OCCURRED AND SUCH OCCURRENCES HAS EXCEEDED THE DESIGN LOADS STATED IN ENGINEERING SPECIFICATIONS. FURTHERMORE, ATLAS MANUFACTURING, INC. CAN NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE DUE TO IMPROPER INSTALLATION OR FAILURE TO FOLLOW MANUFACTURER'S RECOMMENDATIOI FAILURE TO FOLLOW RECOMMENDATIONS AND INSTRUCTIONS OF THE MANUFACTURER COULD RESULT IN ULTIMATE STRUCTURAL FAILURE.


Acceptance by Customer
(Sign Here)
9/5/24
Date

Heath Spradley
Greenhouse Sales
8/9/2024
Date



ATLAS GREENHOUSE

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622
Ph: 1-800-346-9902 / Fax: 1-229-532-4600

ATLAS GREENHOUSE, LLC TERMS AND CONDITIONS

Purchaser: _____
Email: _____
Mailing Address: _____
City, State & Zip Code: _____
Shipping Address: 0 _____
City, State & Zip Code: _____
Telephone: _____
Purchase Order # _____
Project: _____

This agreement ("Agreement") and the purchase order and/or quote and all documents referenced herein represent the entire and integrated agreement ("Contract Documents") between Purchaser as defined above and Atlas Greenhouse, LLC ("Seller") and supersedes all prior negotiations, representative, or agreements, either written or oral, and each party may be referred to individually as party or collectively, parties.

Article 1: The Materials

Seller shall ensure that the materials as stated in the purchase order or quote ("Materials") are procured and ready for shipment. Seller will ensure that when the Materials leave the warehouse it is in good condition.

Article 2: Shipping and Receiving

Quoted shipping and handling charges are subject to change and will be shipped at the prevailing rates at the time of shipping. Purchaser is responsible for all shipping costs incurred.

PURCHASER: BEFORE RECEIVING, ACCEPTING, OR SIGNING FOR YOUR MERCHANDISE, PLEASE READ THIS POLICY AND INSPECT YOUR MERCHANDISE FIRST IMPORTANT: PURCHASER IS RESPONSIBLE FOR RECEIVING TRUCK SHIPMENTS

Once the freight carrier picks up Purchaser's freight from Seller's facility, safe delivery of this shipment is the responsibility of the freight carrier and/or Purchaser. However, Seller will be glad to render assistance to trace and recover goods.

Seller will ensure that Freight carrier shipments leave the Seller's warehouse in good condition. It is possible that in the process of transportation and transferring of freight, material may become either lost or damaged. Therefore, Seller cannot be responsible for conditions in which Seller has no control. Replacement material will be shipped and charged to Purchaser's account as detailed below. In this regard Purchaser is obligated for prompt payment of material (original and replacement) to Seller. No replacement material shall be sent until payment has been received by Seller. It is the freight carrier's obligation to reimburse Purchaser for damaged or missing items in Purchaser's claim.

Purchaser should examine shipment carefully before signing the delivery receipt. While counting the number of boxes and bundles, it is extremely important to check for shortages and/or damaged materials. If the box and bundle count does not agree with the bill of lading, or damaged material is found, it is Purchaser's responsibility to document shortage or damage on the freight bill and notify the Seller within 48 hours of delivery. Failure timely notify the Seller shall waive Purchasers right to obtain replacement material for damaged or missing material.

Article 3: Risk of Loss

Unless otherwise stated herein, risk of loss and title to all Materials shall pass to the Purchaser once the materials have been delivered to the Purchaser at the address stated above.

Article 4: Change Orders

A change order is any change in Materials from the original plans and specifications upon which the contract sum is predicated. All change order requests are subject to Seller's written approval. In the event the Seller authorizes changes in the work to be performed, or if any federal, state or local law, rule, or requirement results in alternate designs and/or deviations from the specifications herein, the contract sums shall be accordingly adjusted provided that the cost or credit to Purchaser shall be agreed upon by the parties before the change is put into effect. Any and all changes to this agreement must be in writing and signed by a representative of Seller.

Article 5: Cancellation

Orders for Materials or equipment are not cancelable, either in whole or in part.

Article 6: Return of Materials or Equipment

All returns for credit must have prior written approval of an authorized representative of Seller and must be for justifiable reasons.

The credit extended for such approved returns will be based on the invoice value at time of purchase, or such lower value as may then represent our current pricing. All returns will be assessed a handling and restocking charge of 25% unless otherwise approved by an authorized representative of Seller.

No items shall be returned for credit which have been damaged or rendered unusable. Unless otherwise approved by an authorized representative of Seller, all returned items shall be freight prepaid by Purchaser. During shipping, Purchaser is liable for all Materials.

Article 7: Ownership and Use of Drawings, Specifications, Plans, and Other Documents

Documents prepared by Seller, engineer, engineer's consultants, architect, or architect's consultants are instruments of service for use solely with respect to the Materials and the specific project. The Seller engineer, or engineer's consultants or architect or architect's consultants shall retain all common law, statutory and other reserved rights in their instruments of service including copyright. The Purchaser or its contractor, are authorized to use the instruments of service provided to them for this project only.

Article 8: Waiver of Subrogation

Each party agrees that with respect to any losses covered by, or required to be covered by, property insurance under the terms of this agreement, other than those losses caused by the other party's gross negligence or intentional acts, each party hereby waives and releases the other, its officers, directors, employees and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Each party further agrees that its insurance companies shall have no right of subrogation against the other on account of this release.

Article 9: Governing Law and Venue

The venue of any action arising out of or relating to this Agreement, or brought to enforce the provisions of this Agreement, shall be Berrien County, Georgia or the United States District Court for the Middle District of Georgia for a federal district court proceeding. This Agreement shall be governed by the laws of the State of Georgia. The parties agree, as a condition precedent to litigation, any controversy or claim relating to this agreement shall be first submitted to mediation before a mutually acceptable mediator, unless Seller, at its sole option, elects to waive this requirement and the parties further agree that the mediation will take place in Berrien County, Georgia. Each party irrevocably consents to the jurisdiction of the above courts.

Article 10: Waiver of Jury Trial

EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL.

Article 11: Attorneys' Fees

The prevailing party in any dispute arising out of or in connection with this Agreement shall be entitled to its attorney's fees, costs, and expenses incurred through arbitration, litigation, appellate and bankruptcy proceedings.

Article 12: Damage Limitation

In no event, whether based on the Agreement, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the Materials or use of the materials and services performed under the Agreement, shall Seller be liable for secondary, special, punitive, exemplary, incidental, speculative, consequential, or indirect damages, including loss of use, loss of revenue, loss of profits or loss of crops.

Seller and Purchaser agree to allocate certain of the risks so that, to the fullest extent permitted by law, Seller's total aggregate liability to Purchaser is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

Article 13: Disclaimers

Purchaser understands and recognizes that greenhouses and related products manufactured and/or sold by Seller are subject to varied conditions due to the way they are to be installed and used. Seller makes no warranties whatsoever, express or implied, written or oral, to Purchaser. Liability is limited to repair or replacement of defective parts to the original Purchaser. Seller is not liable for any consequential damages, expenses, or injury arising from the use, misuse or adverse weather of any product manufactured or sold by Seller. Seller is not responsible for loss of income, merchandise, or livelihood due to a defective part sold by Seller. Seller reserves the right to make changes in design or add to or improve the product without incurring any obligation to install the same on any products previously manufactured.

Seller cannot and will not be held responsible for product or equipment failure where excessive weather conditions including but not limited to, snow, wind, lightning, fire, or hail has occurred, and such occurrences have exceeded the design loads stated in the engineering specifications. Furthermore, Seller cannot and will not be held responsible for product or equipment failure due to improper installation, inadequate common maintenance, or failure to follow the manufacturer's recommendations and instructions. Failure to follow manufacturer's recommendations and instructions could result in ultimate structural and equipment failure. Seller disclaims all responsibility for any injury or damage caused by the structure or equipment.

If the Purchaser chooses not to purchase steel end wall framing kits from Seller, it is Purchaser's sole responsibility to provide adequate framing to resist wind/snow loads to prevent damage or structural failure.

Seller cannot and will not be held liable for a loss of or damage to single layer poly due to slippage through aluminum poly fastening extrusions.

Article 14: Indemnification

To the fullest extent permitted by law, the Purchaser shall indemnify, defend and hold harmless the Seller, and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or related to the delivery or installation of the Materials, provided such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, but only to the extent caused by the negligent act or omissions of Purchaser, or anyone directly employed by them or under their control or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

To the fullest extent permitted by law, Purchaser shall indemnify defend and hold Seller, including its owners, officers, managers, employees and agents, harmless (to the extent provided by the law) from and against all claims, loss, liability, cost, damage, or expense including attorneys' fees arising out of or related to any claim, action or proceeding against Seller arising out of or related to the installation, maintenance, use or operation of the Materials or products purchased by Purchaser or on Purchaser's behalf.

Article 15: Limited Warranty

Seller warrants that its products are free from defects in material and workmanship for a period of one year from the date of delivery, except that Seller explicitly makes no warranties as to products or materials manufactured by others. As to products manufactured by others, Purchaser's sole remedy shall be under warranty, if any, made by the original manufacturer. This limited warranty is nontransferable or assignable.

It is the Purchaser's responsibility to notify Seller in writing at matt@atlasgreenhouse.com (email) or mailed overnight mail with tracking to Atlas Greenhouse, Attn: Matt Hughes, P.O. Bpx.558, Alapaha, GA 31622 within ten (10) calendar days of the occurrence of any claim, defect, or deficiency arising out of materials provided by Seller under the Agreement. Failure of the Purchaser to provide written notice of the occurrence will result in the Purchaser waiving all claims that may be brought against Seller because of or relating to the occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims. Upon receiving notice, Seller will within a reasonable time inspect the Materials, and if the cause of the defect is within the coverage as stated above, the Seller will arrange for repairs/replacements to be made. If the cause of the damage is not covered by the warranty, Seller will notify Purchaser that the damage is not covered, and Seller shall not be liable to Purchaser for the cost of repairs or damage.

Purchaser's remedies hereunder are limited to the repair and/or replacement of goods manufactured by Seller as provided herein. Any warranty provided by Seller shall be void if Purchaser fails to pay for any materials ordered pursuant to the Agreement.

The obligations of Seller herein are in lieu of all others, and Seller makes no other warranties, express or implied, including, without limitation, any warranties of merchantability or fitness, for any purpose. Under no circumstances shall Seller be liable for any special or consequential damages, even if Seller has been notified of the possibility the same.

Purchaser shall hold and protect all products for which Purchaser has given notice, as stated above, until Purchaser is specifically instructed to do otherwise by Seller. While such products are under Purchaser's protection, Purchaser shall be liable for all damages to said products.

Non-code or non-certified structures acquired by the Purchaser are done so at the Purchaser's own risk. Purchaser shall indemnify Seller from any liabilities or costs including attorneys' fees for structural failure or any legal action taken by governing agencies for nonconformance.

The structure set forth in this proposal is designed with the understanding that the interior may be cooled and/or heated. If the structure set forth in this proposal is structurally certified by a licensed structural engineer, the certification is based on figures for a continuously heated greenhouse. The Purchaser understands that it is required to regulate the inside temperatures to avoid excessive snow loads.

Purchaser understands that the cost of structural certification not requested at time of purchase but requested after Purchaser received structure and signed delivery receipt will be charged to Purchaser. In addition, any components (additional trusses, purlins, spacings, braces, etc.) necessary to meet the required certification will be charged to the Purchaser. Purchaser is responsible for informing Seller of required loads for the county in which the structure is to be located.

Seller shall not be responsible for any damages, direct or consequential, whether or not the structure contains growing plants, which shall result either from: (a) the failure of the Purchaser to always regulate inside temperatures, or (in the event the Purchaser is responsible hereunder for installing environmental control equipment), (b) the failure of the Purchaser to complete timely installation of said equipment.

EXCLUSIONS TO WARRANTY

Including the exclusions mentioned elsewhere in this agreement, Seller disclaims all liability for claims arising out of the exclusions listed below. Purchaser acknowledges that he/she is solely liable for all damages, whether actual or consequential, arising out of these claims. This express workmanship warranty does NOT cover the following:

- 1) Defects or damage caused by:
 - (a) Natural disasters including, without limitation, floods, lightning, hurricanes, tropical storms, hail, windstorms, earthquakes, and/or tornadoes.
 - (b) Temperature fluctuations.
 - (c) Structural failures, such as cracks in foundations or other surfaces; damages caused by water intrusion unrelated to the work.
 - (d) Changes in original principal usage unless approved in advance in writing.
 - (e) Repairs by others including, but not limited to, servicing or maintenance unless prior written approval is obtained.
 - (f) Acts of God, strikes, riots, war, civil disturbances, fire, vandalism or other damage beyond Builder's control.
 - (g) Failure of Purchaser to maintain the purchased Materials.
 - (h) Sinkholes, shifting soils, or other ground subsidence condition.
 - (i) Purchaser negligence, misuse, abuse or alteration.
- 2) Damage to person or property caused by mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents or allergens.
- 3) Any condition that is not in strict accordance with Seller's installation instructions.

Article 16: Limited Equipment Warranty

Seller is a manufacturer or distributor for products and equipment used in the greenhouse industry. These product manufacturers have stated warranty procedures that must be followed to validate the warranty. These warranty procedures are typically included with the product's original packaging. Each product manual should be retained for servicing the product and warranty procedures. If the service manual and/or warranty procedures cannot be located, please call and ask for technical support. Subject to the other requirements and exceptions in this Agreement, Seller will warranty defective parts and motors for fans, shutters, pumps, heaters, thermostats, and curtain motors for a period of one year. However, all warranties are null and void when improperly wired or used. Upon inspection and testing, if the motor or part was improperly wired or used, the Purchaser will be billed. Seller has found that most claims for a defective motor or part are caused by initial improper wiring. Motors and heaters should be wired/installed by a licensed professional with experience in commercial equipment. Most claims of shortages are caused by Purchaser inexperience. Purchaser should inspect, identify, and recognize all parts, bundles, and equipment before beginning construction.

Article 17: Design Parameters

The structure set forth in this proposal is designed with the understanding that the interior may be cooled and/or heated. Purchaser understands that they are required to regulate inside temperature to avoid excessive snow loads. Seller shall therefore not be responsible for any damages, direct or consequential, whether or not the structure contains growing plants, which shall result either from (a) the failure of the Purchaser to at all times regulate and maintain proper inside temperatures, or (in the event the Purchaser is responsible hereunder for installing environmental control equipment) (b) the failure of the Purchaser to complete timely installation of said equipment.

Article 18: Foundations

Foundation options shown in this manual are for illustration purposes only and are intended to assist with the layout for posts and may not be suitable for Purchaser's structure. Soil types and densities vary from location to location, even within a specific locale. Different foundation requirements will be based on Purchaser's specific soil conditions, post spacing, wind loads, snow loads, etc. Seller can provide, upon request, engineering calculations to assist in determining foundation requirements with a local engineer for Purchaser's structure based on local code requirements. It is the responsibility of Purchaser to obtain all necessary local code information and to inform Seller of the required loads for the county, as well as obtaining any permits which will be necessary. Unless otherwise agreed to in writing by the parties, it is the responsibility of the Purchaser to install this structure on an adequate foundation designed to meet local building codes. Structures using post-in-ground are required to set posts according to foundation design. All structures must have posts set in 3000 PSI commercial grade concrete. Failure to strictly adhere to buildings codes, the requirements set forth in this Agreement or the installation manual shall void all warranties.

Article 19: Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise unenforceable, that provision shall be revised to the extent necessary to make that provision enforceable and legal. In such event, the Contract Documents shall be construed to the fullest extent of the law, to give effect to the Parties intention in executing the Contract Documents.

Article 20: Waiver of Consequential Damages

The Seller and Purchaser waive claims against each other for consequential damages. In no event, whether based on the Agreement, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Seller be liable for secondary, special, punitive, exemplary, incidental, speculative, consequential, or indirect damages, including loss of use or loss of profits.

Article 21: Acts of God

Seller shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, failure or delay of transportation, shortage, or inability to obtain materials, equipment or labor, fires, hurricanes and other weather conditions, strikes, war or other causes beyond Seller's reasonable control.

Article 22: No Third-Party Beneficiary

This Agreement is intended to benefit only the parties hereto and their successors and assigns. Nothing in this Agreement is intended to create rights in any third-party beneficiary.

Article 23: Assignment

This Agreement shall not be assignable by Purchaser without the written consent of the Seller. Any attempt at assignment may be deemed a default.

Article 24: Technical Support

Technical advice is limited by the information provided by the Purchaser and the Purchaser must make the ultimate decision since the Purchaser is on-site. The Purchaser should consult the instruction manual and have it available when speaking to technical support. There is no guarantee of success of the technical assistance and no additional warranties are expressed or implied based upon any technical assistance given to the Purchaser. Seller is not responsible for the Purchaser's misunderstanding or misapplication of the technical advice given, other than what may qualify under the original warranties, terms, and conditions.

Article 25: Recommendations

1. Store all galvanized square, rectangle, and round tubing in a dry area. Galvanized hat purlins also need a dry area. If a dry, indoor area is not available for storage, cut the bundle straps and separate bundles, allowing air to dry out trapped moisture. Failure to do so will result in white oxidation forming on the metals.
2. A continuous inside temperature of 50°F at 3'-0" above floor level must be always maintained during cold weather or winter conditions. If snow begins to accumulate on the structure, increase the temperature until the accumulation is no longer present. Failure to do so will allow snow and ice to accumulate which may result in a structural failure due to excessive accumulation.
3. In case of heating failure, Seller recommends having an alternative heat source and/or generator and spare parts to allow for product function until full repairs or replacements can be made.
4. Maintain the poly covering to have a snug or almost tight fit year-round, it will expand, or contract based on changing temperatures and wind. Poly must not sag between framing members – failure to do so may result in pocketing of rain/snow which can cause serious damage or structural failure.
5. It is the Purchaser's responsibility to ensure that double poly systems are always inflated. In case of electrical failure, use a generator to keep the inflation system running.
6. When extreme weather conditions are predicted, it is recommended remove poly covering from the structures to prevent structural damage. Ensure all bolts, nuts, anchors, etc. are tightened securely when construction is complete.
7. Extrusions which require 'snap caps' are designed for two layers of 6 mil poly to adequately hold in place: single wide lock, double wide lock, channel lock, Z-lock, Snow Arch gutter, RT Max gutter, Pro Com gutter, wall/hinge extrusion. If using these extrusions with seasonal 4 mil poly, substitute the snap cap for stainless steel wire.

Approval and Acceptance:

Purchaser has reviewed and hereby accepts the terms of this Agreement and agrees to be bound by all of the provisions set forth herein.

"PURCHASER" (as defined above):

BY: 
Name: Lynn McHenry
Title: Board Chair
Date: 9/5/24



Putnam County Board of Education Agenda Request

Name of Person Making Request: Judy Schinbeckler

Department: Educator Support

Phone Number of Person Making Request: 931-526-9777 ext 1446

Account Funding Code (if appropriate) N/A

Backup included

Backup to follow

Consider approval of the following for the October 3rd, 2024 BOE meeting:

Student Teacher Partnership Agreement between University of TN Martin and the Putnam County School System effective 8/28/24 - 6/30/25.

Judy Schinbeckler Aug. 28, 2024
Signature of Person Making Request Date

[Signature] 8/29/24
Signature of Director of Schools Date

**AFFILIATION AGREEMENT BETWEEN
THE UNIVERSITY OF TENNESSEE
AND
PUTNAM COUNTY SCHOOL SYSTEM**

This Agreement is between The University of Tennessee, acting on behalf of its Martin campus, ("Institution") and Putnam County School System ("Affiliate").

Whereas, it is to the mutual benefit of the parties to provide experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

- I. **Purpose** - the purpose of this Agreement shall be to provide experience to students enrolled in the Educator Preparation Program ("Students") of the Institution.

Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party. Students accepted into the UT Martin Grow Your Own Apprenticeship program and the Job Embedded Pathway may be paid Affiliate employees.

- A. The student teaching or practicum experience shall be provided at the Affiliate's Facility located at 1400 East Spring Street, Cookeville, TN 38506, hereinafter referred to as "Facility".
- B. The specific experience to be provided students is described in Exhibit A.

- II. **Terms and Conditions** - pursuant to the above-stated purpose, the parties agree as follows:

- A. **Term** - the term of this Agreement shall be for one year commencing August 28, 2024.

Either party may terminate this Agreement upon giving thirty (30) days written notice to the other party. Such termination shall have no effect on Students receiving experience during the current academic term, and the terms of this Agreement shall continue to apply with respect to those Students.

- B. **Placement of Students** – As mutually agreed between the parties, the Institution will place an appropriate number of Students at the Facility each academic term.
- C. **Discipline** - While enrolled in experience at the Facility, Students (and faculty, if applicable), will be subject to applicable policies of the Institution and the Affiliate.

Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. However, the Affiliate may immediately remove from the Facility any Student who poses an immediate threat or danger.

- D. **Specific Responsibilities** - The following duties shall be the specific responsibility of the designated party:
1. Institution shall be responsible for the selection of Students to be placed at the Facility.
 2. Affiliate and Institution shall provide orientation to the Facility for Students.
 3. Affiliate shall be responsible for scheduling training activities for Students.
 4. Affiliate shall be responsible for supervising Students at all times while present at the Facility for experience.
 5. Facility and Institution shall evaluate the performance of individual Students as appropriate.
 6. The Affiliate shall retain complete responsibility for client care providing adequate supervision of Students (and faculty, if applicable) at all times.
 7. Students will not be expected nor allowed to perform services in lieu of employees. (The last sentence does not apply to Students who are also Affiliate employees.)

8. Additional duties are as listed in Exhibit B.
9. The Affiliate may provide emergency medical treatment to Students (and faculty, if applicable) if needed for illness or injuries suffered during experience. Such treatment shall be at the expense of the individual treated.
10. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical facilities and services, as necessary, provided that the Affiliate is provided reasonable notice of the time and need for inspection.
11. The Institution shall establish a procedure for notifying the Affiliate if a Student (or faculty, if applicable) is/are unable for any reason to report for training.
12. If the Affiliate requires written evidence of professional and general liability insurance coverage from individual Students participating in the experience, the minimum amount of coverage per individual shall be not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate, per program participant, with insurance carriers or self-insurance programs approved by Facility.

The coverage shall extend through the term of the student's participation. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, Institution shall require each individual participant to purchase tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage.)

E. Mutual responsibilities - the parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement.
2. **Background Checks:** Education students are required to submit a background check (See Exhibit C) and release form upon application to the program. Recognizing that Students were required to submit a background check when enrolling in the program, Affiliate agrees to accept the results of the background check done prior to the Student's initial placement if (1) the results of the background check were issued within twelve (12) months of a student's placement with Affiliate, (2) the Student maintains continuous enrollment in the program, and (3) the results of the background check are archived by the background check agency. If the Affiliate requires more current background check results than the ones provided by the Institution, the Affiliate shall notify the Institution that the Students will be required to complete the more current criminal background check at the expense of the Student.

If criminal background checks are required for Institutional faculty or staff, it shall be the Institution's responsibility to arrange for the background check, to pay all costs associated with such checks and to provide the results to the Affiliate.

It shall be the responsibility of the Institution to set the eligibility standards for participation and to 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 so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical program at the Affiliate.

If an Institutional faculty/staff member is also an employee of Affiliate, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its education program without the necessity of undergoing an additional background check.

Institution shall inform Students or faculty/staff members excluded from 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.

3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution. This does not apply to Students who are employees of Affiliate.
4. Any courtesy appointments to faculty or staff by either the Institution or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.
5. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, national origin, citizenship status or genetic information.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status, national origin, citizenship status or genetic information. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

6. The confidentiality of student records shall be maintained at all times.
7. Data Sharing Agreement – Addendum A – is hereby incorporated into this Agreement.

F. **Miscellaneous Terms** – The following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be 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.
2. The delay or failure of performance by either party 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 shall be immediate termination.
3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
4. Entire Agreement. This Agreement and its accompanying Exhibits, made a part hereof, set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.
5. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
6. No Waiver. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

8. Assignment; Binding Effect. Institution may not assign or transfer any part of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of Affiliate. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
9. Notices. All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Affiliate: Putnam County School System
 1400 East Spring Street
 Cookeville, TN 38506

Attention: Mr. Corby King, Director of Schools

Copy to:

If to Institution: The University of Tennessee at Martin
 Finance and Administration
 224 Hall-Moody Administration Bldg.
 UT Martin, Martin, TN 38238
 Attention: Petra McPhearson, Senior Vice Chancellor for Finance & Administration

or to such other persons or places as either party may from time to time designate by written notice to the other.

10. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 et seq.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

UNIVERSITY OF TENNESSEE

PUTNAM COUNTY SCHOOL SYSTEM

BY: _____

BY: _____

TITLE: _____

TITLE: Director of Schools

DATE: _____

DATE: _____

Exhibit A

Teacher Candidate experiences:

- i. Provide opportunities for the Student to engage in a variety of activities under supervision and for the purpose of evaluating the Student's performance.
- ii. Provide a supervisory contact that involves some examination of the Student's work using audio/visual, observation, or live supervision and interaction.

Potential Student Teaching Activities:

1. Assisting students with their work
2. Assisting with laboratory projects
3. Working with individuals or small groups
4. Assisting with supervision during study period or recess
5. Gathering resources and materials
6. Reading literature aloud
7. Co-planning with Cooperating Teacher
8. Co-teaching
9. Teaching all classes/periods of instruction
10. Supervision during school
11. Professional development meetings
12. School activities after school hours
13. Working with student clubs and organizations
14. Communication with parents
15. Observation of educators in the school

Exhibit B Additional Duties

The Institution agrees:

1. to assign a faculty supervisor to facilitate and to coordinate the student teaching and/or practicum and/or internship experience;
2. that the faculty supervisor shall be available for consultation with both Affiliate supervisor and Student;
3. to select a Student who has completed all of the prerequisite courses and practicum experience;
4. to provide the Affiliate prior to or at the time of placement of the Student the following information:
 - a. a profile of the Student,
 - b. an academic calendar that shall include dates for periods during which the Student will be graded,
 - c. course outline delineating program expectations,
 - d. a Student Teaching Handbook and/or School Counseling Handbook, outlining the specific requirements and expectations of Students, site supervisors, and university supervisors;
5. to notify the Student that he/she must adhere to the administrative policies, rules, standards, schedules, and practices of the Affiliate;
6. to advise the Student that he/she must have adequate liability and accident insurance; and,
7. that the faculty supervisor is responsible for the assignment of the Student.
8. For School Counseling – to provide one hour of consistent supervision with site supervisor on a weekly basis.

The Affiliate agrees:

1. to provide the Student with an overall orientation to the Affiliate's specific services necessary for the implementation of the practicum experience and/or student teaching experience or school counseling practicum and/or internship;
2. to designate a supervisor with appropriate credentials, time, and interest for monitoring the Students;
3. to provide opportunities for the Student to engage in a variety of educational activities under supervision and for the purpose of evaluating the Student's performance;
4. to provide the Student with adequate work space, telephone, or office supplies necessary to conduct the activities above;
5. to allow two visits per semester for supervisory contact that involves some examination of the Student's work using audio/visual, observation, or live supervision and interaction;
6. to provide written evaluation of Student's performance based on criteria established by the Institution's programs; and
7. to immediately contact Institution's faculty supervisor should any problem occur.

The Student Teacher shall be required:

1. to purchase and maintain liability insurance for the duration of the experience;

2. to adhere to the administrative policies, rules, standards, and practices of the Institution and Affiliate;
3. to adhere to the ethical standards of the code of ethics outlined in the Student Teaching Handbook with the understanding that any breach of these ethics or any unethical behavior on his/her part will result in the removal of the Student from the Facility, a failing grade, and documentation of behavior in the Student's permanent record;
4. to keep the Affiliate and the faculty supervisors informed about his/her student teaching, and/or practicum, experiences at all times;
5. to complete the appropriate number of hours; and

The School Counselor Student shall be required to:

1. to purchase and maintain liability insurance for the duration of the experience;
2. to adhere to the administrative policies, rules, standards, and practices of the Institution and Affiliate;
3. to adhere to the ethical standards of the code of ethics outlined in the School Counseling Handbook with the understanding that any breach of these ethics or any unethical behavior on his/her part will result in the removal of the Student from the Facility, a failing grade, and documentation of behavior in the Student's permanent record;
4. to keep the Affiliate and the faculty supervisors informed about his/her practicum, or internship experiences at all times;
5. conduct or teach individual lessons or counseling sessions.
6. Record individual lessons or counseling sessions to be submitted to the university. All recordings shall be used for candidate evaluation purposes. They shall be uploaded and reviewed in Canvas which is HIPAA compliant. All recordings shall be deleted at the close of the semester.
7. lead or teach a lesson or counseling session from start to finish.
8. teach classroom guidance lessons and/or lead meetings for students.
9. be observed completing the following four activities: group counseling sessions, individual counseling sessions, classroom lessons, and college/career activities.

Exhibit C
Background
Check
Requirements

The background check for Students shall include the following: Check all that apply:

- Social Security Number Verification
- Criminal Search (7 years or up to 5 criminal searches);
- Employment Verification to include reason for separation and eligibility for re-employment for each employment;
- Violent Sexual Offender and Predator Registry search;
- HHS/OIG List of Excluded Individuals/Entities;
- GSA List of Parties Excluded from Federal Programs;
- U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);
- Applicable State Exclusion List, if one.

The background check for staff/faculty, if licensed or certified caregivers, shall include all of the above and, in addition, shall include the following:

Check all that apply:

- Education verification (highest level);
- Professional License Verification;
- Certification & Designation Check;
- Professional Disciplinary Action Search;
- Department of Motor Vehicle Driving History, based on responsibilities;
- Consumer Credit Report, based on responsibilities.

Should the background check disclose adverse information as to any Student and/or member of the staff/faculty, Institution shall immediately remove such individual from participation in the Program at the Affiliate.

If Affiliate requires background checks on criteria in addition to that specified above, it shall be the responsibility of the Affiliate to conduct, evaluate, and pay for the extra checks.

Addendum A
Data Sharing Agreement

- A. Both INSTITUTION and AFFILIATE will share relevant data and will collaboratively develop goals and strategies to recruit, select, and support program completion for high-quality candidates from a broad range of backgrounds and diverse populations that reflect the diversity of America's P-12 students.
- INSTITUTION and AFFILIATE recruitment plan identifies and addresses community, state, national, regional, and local needs for hard-to-staff schools and shortage fields, currently, STEM, English-language learning, and students with disabilities.
 - INSTITUTION and AFFILIATE recruitment plan specifically focuses on (a) the recruitment of candidates of under-represented racial and/or ethnic groups, (b) the recruitment of candidates of under-represented genders, (c) identification of goals and specific strategies that are informed by data and aligned to state and/or local needs, (d) identification of dedicated resources (human and fiscal), (e) clear timelines and deliverables, and (f) identification of INSTITUTION and AFFILIATE roles and responsibilities.
 - INSTITUTION and AFFILIATE recruitment plan will be reviewed and evaluated annually with adjustments being made based on the recruitment plan outcomes.

A.1 INSTITUTION, serving as School Official of AFFILIATE as defined by 20 USC ss1232q; 34 CFR Part 99, and in compliance with AFFILIATE Policies district policy number- (Personnel Files) and district policy number (Student Educational Records) will:

1. Perform institutional services or function for which the AFFILIATE would otherwise use employees,
2. Use shared data and information under the direct control of AFFILIATE regarding the use and maintenance of education records,
3. Agree not to disclose or use data outside of the of the designated purpose as pursuant to 34 CFR ss 99.33(a) as related to FERPA regulations controlling the use and disclosure of Personally Identifiable Information, and
4. Meet the criteria listed in AFFILIATE annual notification of FERPA Rights for being a School Official with a legitimate educational interest

A.2. AFFILIATE, serving as a School Official of INSTITUTION as defined by 20 USC ss1232q; 34 CFR Part 99, will

1. Perform institutional services or functions for which the INSTITUTION would otherwise use employees,
2. Use shared data and information under the direct control of INSTITUTION regarding the use and maintenance of education records,
3. Agree not to disclose or use data outside of the designated purpose of pursuant to 34 CFR ss 99.33(a) as related to FERPA regulations controlling the use and disclosure of Personally Identifiable Information, and

4. Meet the criteria listed in INSTITUTION's notification of FERPA Rights for being a School Official with a legitimate educational interest.

A.3. AFFILIATE and INSTITUTION wish to create, improve, and evaluate collaborative educational programs through the analysis of data concerning students and education professionals who have previously or are now attending INSTITUTION. Therefore, it is necessary for the parties to reciprocally share data for the purpose of evaluating and analyzing their respective educational preparation and support programs.

B. AFFILIATE and INSTITUTION agree to the following terms of this agreement:

- B.1. Data Sharing: AFFILIATE and INSTITUTION shall provide one another with data concerning teacher candidates, teachers, education leaders, students, and educator vacancies in addition to any other relevant and available data source. Available data shall be provided in the manner and form as specified by the designated representatives or designee of AFFILIATE and INSTITUTION. These data may include:
1. Data necessary to fulfill partnership agreement requirements and duties,
 2. Teacher effective data from tests administered in accordance with ESSA and TCA 49-1-602,
 3. Educator evaluation data, to be used for the purposes of improving preparation programs,
 4. Student data for AFFILIATE graduates who have matriculated into INSTITUTION to be used for the purpose of recruiting and co-selecting participants in the AFFILIATE /INSTITUTION collaborative educator preparation pipeline programs (Grow Your Own), inclusive of program of study, academic performance, and/or status within the university.

The shared data shall be used only for the purpose of providing an evidence-base to inform the creating, designing, evaluating, and improving of collaborative educator preparation programs; with INSTITUTION assisting in the services or functions for which KCS would otherwise use their employees.

INSTITUTION will share data related work products via mutually agreed upon secure electronic submission. This data may include personally identifiable information included by not limited to names, gender, and ethnicity as well as status in the teacher education program. Any data received pursuant to this agreement shall be destroyed when it is no longer needed for collaborative improvement processes, or upon termination of this Agreement, whichever comes first. Affiliate shall certify such destruction upon request by Institution.

B.2. Confidentiality: INSTITUTION and AFFILIATE will maintain the confidentiality of any and all data, to the extent allowed by law, exchanged as a part of this agreement. The confidentiality requirements under this paragraph shall survive the expiration or termination of this agreement or any subsequent agreement intended to supersede this agreement. AFFILIATE and INSTITUTION agree to the following system of safeguards:

1. Ensuring that all shared data records are kept in secured facilities and access to such records is limited only to personnel who are authorized to have access to said data under this section of the agreement.

2. Secure passwords will be needed to access computer and cloud-based databases used to process, store, transmit, or analyses data provided under this agreement.
3. Good practices for assigning and/or securing passwords will be maintained to ensure the integrity of the systems used to secure computer and cloud-based databases used to process, store, transmit, or analyses data provided under this agreement.
4. Systems that ensure that all confidential data processed, stored, transmitted, and analyzed under the provisions of this agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
5. Ensuring that any and all disclosures of confidential data comply with FERPA and Tennessee law relating to the privacy rights of students and educators, such as TCA Title 49-Education.

The details of this agreement are subject to continuing review and may be changed through collaborative agreement by the participating parties in the best interest AFFILIATE and INSTITUTION. Additionally, no person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

Certification (Signature verify partnership)	
Institution	Name:
	Title:
	Signature:
	Date:
AFFILIATE Director of Schools	Name: Mr. Corby King
	Title: Director of Schools
	Signature:
	Date:

Fwd: UT Martin EPP Affiliation Agreement

3 messages

King, Corby <kingc11@pcsstn.com>

Mon, Aug 26, 2024 at 3:36 PM

To: "Schinbeckler, Judy" <schinbecklej@pcsstn.com>, Malaysia Talbert <malaysia.talbert@pcsstn.com>

Judy,

Please complete the requested information and send the board agenda request to Malaysia when it's ready.

Thank you!



Corby King
Director of Schools, Putnam County School System

(931) 526-9777 | www.pcsstn.com | kingc11@pcsstn.com
1400 E. Spring Street, Cookeville, TN 38506



----- Forwarded message -----

From: **Watson, Stanton Tyler** <swatso27@utm.edu>

Date: Mon, Aug 26, 2024 at 2:37 PM

Subject: UT Martin EPP Affiliation Agreement

To: kingc11@pcsstn.com <kingc11@pcsstn.com>

Cc: Malaysia.Talbert@pcsstn.com <Malaysia.Talbert@pcsstn.com>

Good afternoon!

I hope you've had a great start to a new school year!

The UT Martin Educator Preparation program is beginning a new cycle of annual affiliation agreements with our valued partner districts like yours. With a new year of field experiences around the corner, I would love to get the ball rolling on a contract with your school district. If you would not mind providing me with the requested information below, I can get back to you soon with a contract for review.

Requested Information

Legal Name of the School District (to appear on contracts):

Name of the Signer/Approver:

Title of the Signer/Approver:

Email address of the Signer/Approver:

Phone number of the Signer/Approver:

School District Name:

School District Physical Address:

School District Phone Number:

Thanks so much! We look forward to working with you this year.

Dr. Stanton Watson

Coordinator of Training and Partnerships

Coordinator of Assessments
Educator Preparation Program
Adjunct Professor of English and Ed. Studies
UT Martin
205F Gooch Hall
swatso27@utm.edu
731-881-7137



Schinbeckler, Judy <schinbecklej@pcsstn.com>
To: swatso27@utm.edu

Tue, Aug 27, 2024 at 9:49 AM

Dr. Watson,

My name is Judy Schinbeckler and I am the supervisor in the Putnam County School System who handles EPP agreements. Our Director of Schools, Mr. King, has forwarded your email to me for action. If you will email me your EPP agreement when completed, I will place it on the board agenda for approval and garner the necessary approval signatures prior to returning it to you.

Here is the information that you requested:

Requested Information

Legal Name of the School District (to appear on contracts): Putnam County School System, TN

Name of the Signer/Approver: Mr. Corby King

Title of the Signer/Approver: Director of Schools

Email address of the Signer/Approver: kingc11@pcsstn.com

Phone number of the Signer/Approver: 931-526-9777

School District Name: Putnam County School System, TN

School District Physical Address: 1400 East Spring Street Cookeville, TN 38506

School District Phone Number: 931-526-9777

If I can be of further assistance, please let me know.

Respectfully,
Judy Schinbeckler

Judy Schinbeckler
Office of Educator Support
PD/Licensure Supervisor



Putnam County Schools
Cookeville, TN 38501
schinbecklej@pcsstn.com
931-526-9770, ext. 1446

[Quoted text hidden]

Watson, Stanton Tyler <swatso27@utm.edu>
To: "Schinbeckler, Judy" <schinbecklej@pcsstn.com>

Wed, Aug 28, 2024 at 2:27 PM

Thank you for this information!

I have attached the affiliation agreement between UT Martin and the Putnam County School System. There are signature lines on page 4 and the final page.

If the agreement is satisfactory, please return a signed copy to me, and I will work on fully executing it with our legal team.

Dr. Stanton Watson
Coordinator of Training and Partnerships
Coordinator of Assessments
Educator Preparation Program
Adjunct Professor of English and Ed. Studies
UT Martin
205F Gooch Hall
swatso27@utm.edu
731-881-7137



From: Schinbeckler, Judy <schinbecklej@pcsstn.com>
Sent: Tuesday, August 27, 2024 9:49 AM
To: Watson, Stanton Tyler <swatso27@utm.edu>

[Quoted text hidden]

[Quoted text hidden]

 **Putnam County School System.pdf**
179K



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: September 18, 2024

RE: Secure Student Vestibule at CHS

Account Funding Code (if appropriate)

_____ Backup included

_____ Backup to follow

Agenda Item for October 3, 2024, Board meeting.

Requesting permission to design and bid the construction of a secure vestibule at the student entrance at Cookeville High School.

Supervisor

9/18/24

Date

Director of Schools

9/19/24

Date

received
09-18-24 mt



Board Agenda Request
For October 3, 2024 Meeting

Date 09/19/2024

Department CTE

Person Submitting Jaclyn Vester

Account Number (if appropriate) N/A

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Approval of updates to the Innovative School Models (ISM) grant years 3 - 4.
The grant funds CTE grades 6 - 12 at AMS, ATMS, PSMS, UMS, CHS, MHS,
and UHS schools.

received
09-19-24 MT *CV*



Cookeville High School

1 CAVALIER DRIVE • COOKEVILLE, TENNESSEE 38501
(931) 520-CAVS • FAX (931) 520-2268
www.cookevillecavaliers.com



Proposal for Approval: Media AV Teacher Stipend for Digital Signage at Cookeville High School

To: School Board Members

From: Cookeville High School - Athletic Directors, Adam Kefauver and Lance Kennedy

Date: August 20th, 2024

Subject: Stipend Approval for Media AV Teacher – Gym and Football Field Digital Signage

Overview:

We propose the allocation of stipends for the Media AV Teacher at Cookeville High School to manage and enhance the digital signage systems in both the gymnasium and on the football field. These stipends are designed to fairly compensate for the additional responsibilities associated with content creation, technical management, and educational integration related to these digital platforms.

The proposed stipends are as follows:

- **Gym Digital Signage:** \$1,000 per school year
- **Football Field Digital Signage:** \$ 1,000 per school year

Responsibilities for Gym Digital Signage

1. Content Creation:

- **Development:** Design and produce engaging and informative content tailored for the gym's digital signage. This includes scripting, filming, voiceovers, and graphic design.
- **Update Schedule:** Regularly update content to reflect upcoming events, achievements, and school announcements, ensuring that the digital signage remains current and engaging.

2. Educational Integration:



- **Curriculum Integration:** Incorporate the digital signage project into the media and technology curriculum. Create lesson plans and assignments that teach students how to design, manage, and analyze digital content.
 - **Student Projects:** Facilitate student projects that involve the digital signage, providing them with hands-on experience in media production and digital communication.
3. **Technical Training:**
- **Workshops:** Conduct workshops and training sessions for students to learn the technical aspects of operating the digital signage system, including software usage and hardware maintenance.
 - **Career Skills:** Equip students with skills that are directly applicable to careers in media, graphic design, and digital technology.
4. **After-School Supervision:**
- **Operational Support:** Oversee and assist students in the practical application of their digital signage skills, particularly during after-school events or extended hours required for live updates.
-

Responsibilities for Football Field Digital Signage

1. **Game-Day Content:**
- **Content Management:** Develop and manage digital signage content for all home football games, including special events like senior night. Ensure content is engaging and enhances the game-day experience for spectators.
 - **Timeliness:** Coordinate timely updates to reflect game scores, player statistics, and promotional content during the events.
2. **Coordination:**
- **Collaboration:** Work closely with the athletics department, football boosters, sponsors, and Daktronics to ensure seamless integration of relevant and up-to-date content.
 - **Event Planning:** Assist in the planning and execution of digital content strategies for special game-day events and promotions.
3. **Student Involvement:**
- **Practical Experience:** Engage students in the creation and operation of the football field's digital signage. Provide real-world experience and mentorship in media production and event management.
 - **Hands-On Training:** Offer practical training and supervision during football games, allowing students to apply their skills in a live environment.
-

Justification

1. **Enhanced Student Learning:**

- **Skill Development:** By involving students in the management of digital signage, the Media AV Teacher provides practical experience that enhances their learning and prepares them for future careers in media, technology, and digital communication.
 - **Engagement:** Interactive learning through real-world applications boosts student engagement and reinforces classroom concepts.
2. **Improved School Engagement:**
- **School Spirit:** Dynamic and high-quality digital content can significantly enhance school spirit and engagement by creating a vibrant atmosphere during events and games.
 - **Community Connection:** Effective digital signage strengthens the connection between the school and the community by keeping stakeholders informed and engaged.
3. **Commitment Recognition:**
- **Acknowledgment of Effort:** The stipends recognize the substantial time commitment and extra responsibilities required beyond regular teaching duties. This includes extensive preparation, after-hours supervision, and coordination with various departments and stakeholders.
-

Request

We respectfully request the school board's approval for the proposed stipends to support the Media AV Teacher in executing these vital responsibilities. The total annual cost for the stipends is estimated to be \$2,000.

Approving these stipends will enhance Cookeville High School's educational offerings, improve our school environment, and provide students with invaluable skills. We appreciate your consideration of this proposal and look forward to your support.

Thank you,

Athletic Directors, Adam Kefauver and Lance Kennedy



Putnam County Board of Education Agenda Request

Name of Person Making Request: Judy Schinbeckler

Department: Educator Support

Phone Number of Person Making Request: 931-526-9777 ext 1446

Account Funding Code (if appropriate) N/A

Backup included

Backup to follow

Consider approval of the following for the October 3rd, 2024 BOE meeting:

Educator Preparation Provider (EPP) / Local Education Agency (LEA) State Recognized Partnership Agreement between East TN State University and the Putnam County School System effective 8/01/24 - 6/30/25.

Judy Schinbeckler 9/24/24
Signature of Person Making Request Date

[Signature] 9/24/24
Signature of Director of Schools Date

received
09-24-24 MAT

Educator Preparation Provider/Local Education Agency State Recognized Partnership Agreement

Educator Preparation Provider (EPP)	East Tennessee State University
Local Education Agency (LEA)	Putnam County Schools
Academic Year of Agreement	2024-2025

EPP Contact/Designee	
Name: Laura Click	Title: Director of Field Experiences & Residency
Email: clicklm@etsu.edu	Phone Number: 423-439-4200

LEA Contact/Designee	
Name: Angela Knight <i>Judy Schinbeckler</i>	Title: Human Resources Director <i>Educator Support Supervisor</i>
Email: angela.knight@pcsstn.com <i>Schinbecklerj@pcsstn.com</i>	Phone Number: 931-526-7777

Certification (signatures verify partnership)	
EPP Head Administrator: Dr. Cynthia Chambers	Title: Associate Dean of Educator Preparation
Signature: <i>Cindy Chambers</i>	Date: 9/18/2024

LEA Head Administrator:	Title:
Signature:	Date:

**
Please
Update*

Prompt
1

Describe the strategies and actions in place to co-select clinical educators and collaborate to prepare, evaluate, and support high-quality clinical educators, both provider and school-based, who demonstrate a positive impact on candidates' development and pre-k-12 students. *NOTE: Responses should not exceed one page per prompt.*

For the upcoming 2024-2025 academic year, ETSU's Office of Educator Preparation (OEP) collaborated with all state-recognized partners where students are placed for clinical experiences via zoom or in-person during the months of May and June to review procedures for selecting, preparing, evaluating, supporting, and retaining high quality clinical educators, and identify ways for continuous improvement. In addition to these meetings, ETSU and partnering LEAs communicate via phone and zoom as needed to ensure the relationship with clinical educators positively impact candidates' and prek-12 students' development. The OEP continues to communicate via email and phone with partnering LEAs that currently do not have students placed in their district.

In order to improve the co-selection process of clinical educators, ETSU has established a mentor teacher/ residency candidate match system that involves a mentor teacher interest survey and a residency candidate video clip. ETSU provides each LEA with a personalized mentor teacher online interest survey to use when selecting clinical mentors in order to help districts create a list of teachers that are interested in mentoring students. LEAs continue to share how this survey positively impacts the co-selection process. Furthermore, the OEP meet with instructors from each program of study to gather additional information about candidates' areas of strength and areas where additional support is needed and additionally required candidates to complete a 2-minute video clip of themselves answering predetermined questions related to goals, work style, etc. These candidate videos are shared for placement matches with LEAs during the partnership meeting to strengthen the co-selection process. ETSU received overwhelming positive feedback from LEAs regarding the videos and the match system. In order to improve the co-selection process of university supervisors, LEAs continue to share the EPP/LEA created university supervisor online application to retiring teachers they would recommend to work with pre-service candidates. ETSU conducts interviews and contacts LEAs regarding supervisor references.

In order to prepare and support high-quality clinical educators the OEP at ETSU provided a full day of training for university supervisors. The content of the meeting included coaching cycle and support, TEAM training, Co-teaching, edTPA, and OEP observation and evaluation procedures. The OEP planned to provide the same in-person training to mentor teachers, however, mentor teacher training was changed to a virtual format due to delays in confirming placements with LEAs. Principals were also invited to attend the virtual mentor teacher training. Additional university supervisor monthly meetings are scheduled to review monthly candidate data to look at trends and areas to improve related to observations and professionalism. In addition to this training, ETSU's OEP created a Mentor and Candidate Discussion Summary Document to positively impact candidate's development and pre-k 12 students. This document must be completed by the candidate and mentor once a month during Residency I and twice a month during Residency II (student teaching semester). This document promotes collaboration between the student teacher and mentor teacher by identifying an area of reinforcement and an area of refinement connected to the domains and indicators from the TEAM rubric. This summary also tracks the type of co-teaching the candidate and mentor are completing each month and identifies the student's role in planning, instruction, and evaluation.

In order evaluate high-quality clinical educations, ETSU's OEP distributes surveys to residency candidates, mentor teachers, and university supervisors. At the end of each academic year, mentor

Prompt
2

Describe the design and implementation of clinical experiences, utilizing various modalities, of sufficient depth, breadth, diversity, coherence, and duration to ensure candidates demonstrate their developing effectiveness and positive impact on pre-k-12 students (For instructional leader programs, ensure how clinical experiences allow opportunities for candidates to practice applications of content knowledge and skills.). *NOTE: Responses should not exceed one page per prompt.*

ETSU has developed a robust year-long residency program to ensure residency candidates have adequate time to complete their edTPA as well as engage in experiences during the beginning, middle and end of the academic year. Pre-residency occurs during July and August in order for candidates to experience teacher requirements during the beginning of the school year. ETSU residency candidates are required to attend 1 to 2 days of district and/or school administrative or in-service days, minimum of 1 day classroom setup with their mentor teacher, the first half and/or full day of school for students, district substitute training, and Resilient Teachers Trauma-Informed Care Training. Next, candidates complete Residency I, which is a 15-week field experience that requires candidates to continue working with their mentor teacher for a minimum of 135 hours. Candidates will be observed by their university supervisor three times during the semester as well as complete a reflective discussion summary and professional dispositions checklist each month with their mentor teacher. Finally, during Residency II, candidates complete a minimum of 15 weeks of full-time student teaching where they will experience two placements across their licensed grade span. Candidates will be observed by their university supervisor three additional times as well as complete two Reflective Discussion Summaries and one Professional Disposition Checklist each month with their mentor teacher. These requirements were established during collaborative meetings with LEA partners.

ETSU supports several dual licensure programs such as K-5/ESL Elementary Education and K-12 Comprehensive/Intervention Special Education. The Elementary Education program will continue to implement a model that was piloted last year. This model requires K-5 candidates to complete one placement in a self-contained setting and a second placement in a departmentalized setting where they travel with a group of students to complete their clinical practices in all academic settings (ELA, Math, Social Studies, and Science). ESL clinical practices will be embedded within these placements.

The OEP continues to collaborate with LEAs to ensure candidates are placed in clinical experiences that include diverse placements across rural, suburban and urban settings. The OEP shares a detailed description of how the clinical experiences connect to coursework and inform mentors about assignments that will allow candidates to be placed with mentor who can model and support the evidence-based practices being taught in the classroom. Candidates' clinical experiences also are tracked throughout their time at ETSU to ensure this is happening. In order to provide more opportunities to practice, reflect and evaluate on both residency and job-embedded candidates' progress, ETSU has purchased a GoReact subscription. Candidates will have the opportunity to record lessons for their university supervisor that focus on an area of refinement to get specific feedback. Utilizing this type of technology allows candidates to not only get specific time-stamped feedback more frequently, but also allows them to watch themselves teaching lessons.

Finally, ETSU's EPP continues to respond to feedback from candidates and mentor teachers regarding preparedness in using High-Quality Instructional Materials (HQIM) during clinical practice. ETSU has connected with the First CORE office and secured a list of HQIM that are used within the



Putnam County Board of Education Agenda Request

Name of Person Making Request: Judy Schinbeckler

Department: Educator Support

Phone Number of Person Making Request: 931-526-9777 ext 1446

Account Funding Code (if appropriate) N/A

Backup included

Backup to follow

Consider approval of the following for the October 3rd, 2024 BOE meeting:

Educator Preparation Provider (EPP) / Local Education Agency (LEA) State Recognized Partnership Agreement between TN Tech University and the Putnam County School System effective 8/01/24 - 6/30/25.

Judy Schinbeckler 9/24/24
Signature of Person Making Request Date

[Signature] 9/24/24
Signature of Director of Schools Date

received
09-24-24 MF



Educator Preparation Provider/Local Education Agency Primary Partnership Agreement

Educator Preparation Provider (EPP)	Tennessee Tech University
Local Education Agency (LEA)	Putnam County
Academic Year of Agreement	2024-2025

EPP Contact/Designee	
Name: Dr. Amy Brown	Title: Director, Teacher Education
Email: abbrown@tntech.edu	Phone Number: 931.372.3170

LEA Contact/Designee	
Name: Corby King <i>Judy Schinbeckler</i>	Title: Director <i>Educator Support Supervisor</i>
Email: kingc11@pcsstn.com <i>Schinbecklej@pcsstn.com</i>	Phone Number: 931.526.9777

Certification (signatures verify partnership)	
EPP Head Administrator: Dr. Matt Smith	Title: Associate Dean
Signature:	Date: 09/23/2024

LEA Head Administrator: Corby King	Title:
Signature:	Date:

Prompt
1

Identify goals for recruiting high-quality candidates, including candidates from a broad range of backgrounds and diverse populations, and how evidence will be collected, shared, and used to increase the educator pipeline. *NOTE: Responses should not exceed one page per prompt.*

Recruitment goals and strategies:

- Conduct face to face communication with stakeholders:
- Collaborate to create dual credit and enrollment opportunities – to assist with new state requirement of EPSO (early post-secondary opportunities) units at the secondary level
- Collaborate on Education Fair – recruitment targeting 200+ candidates
- CoED Recruitment and Marketing Coordinator – recruits within P-12 school partnership districts
- EPP presenting to P-12 faculty and students - professional development for current P-12 teachers, host education-specific campus visits for P-12 students (i.e. TAP student groups)
- EPP facilitates a Teacher Education Committee (TEC) that collaborates monthly on curriculum, selection criteria, requirements for clinical educators, partnership agreements, etc. Members of the TEC include EPP and district-level personnel (principals, teachers).
- Faculty presentations/visits to community colleges
- Flyers and posters disseminated at community colleges and P-12 schools targeting diverse populations
- Email messages/print materials delivered to P-12 schools
- Use of digital signage and social media
- EPP advisors meet with prospective students weekly and send handwritten notes to all prospective students after campus visits
- Teacher Education staff attend Upper Cumberland Director's Study Council monthly.

Evidence of recruitment in high-needs areas:

- EPP uses gender, race, geographic location, identifying feeders for diverse students, DOE demographic data via DOE site
- Doubled recruitment area in past 3 years
- Praxis exam preparation – materials/resources, individual and group tutoring, Praxis exam scholarship fund
- edTPA support – hold 4 seminars per concentration (overview, Task 1, Task 2, Task 3), assign coaches based on concentration area

Instructional Leadership (INSL):

- Leadership faculty regularly recruit other aspiring administrators.
- Leadership faculty meets/visits with each candidate and school administrator to collaboratively discuss program expectations.

**Prompt
2**

Describe the strategies and actions in place to co-select clinical educators and collaborate to prepare, evaluate, and support high-quality clinical educators, both provider and school-based, who demonstrate a positive impact on candidates' development and pre-k-12 students. *NOTE: Responses should not exceed one page per prompt.*

Actions:

EPP-Facilitates a Teacher Education Committee (TEC) that collaborates monthly on curriculum, selection criteria, criteria for clinical educators, partnership agreements, etc. Members of the TEC include EPP and district-level personnel (principals, teachers).

INSL-Uses the Lead and Literacy Future Growth Plan (LLFGP) to develop strategies, criteria, and protocols – plan requires INSL candidates and EPP faculty, to engage in a meaningful and sustaining conversation with current P-12 school administrators to align, develop, and integrate literacy strategies, as well as bolster existing and/or initial literacy implementations.

Collaborate to prepare, evaluate, and support high-quality clinical educators:

-EPP organizes candidate requests to send districts. Upon receiving placement requests, P-12 partners provide the EPP with mentor matches. Clinical mentors chosen to work with candidates shall demonstrate necessary teaching and interpersonal skills.

*For field experience/practicum candidates, clinical mentors:

- Have completed at least one evaluation cycle.
- Are certified in area(s) they are teaching.

*For student teachers/residents, clinical mentors:

- Are identified as highly effective.
- Demonstrate necessary teaching and interpersonal skills.
- Have at least 4 years full-time teaching experience.
- Are certified in area(s) they are teaching.
- Received positive evaluations.
- Demonstrated the potential to work collaboratively.

NOTE: Prior to clinical experience, clinical mentors attend virtual orientation addressing expected roles/responsibilities. Faculty, staff, and clinical supervisors attend face-to-face trainings/orientations addressing expected roles/responsibilities. Additionally, candidates attend 4 edTPA seminars to receive guidance from Teacher Education and edTPA coaches and, are expected/required to attend LEA professional development opportunities.

INSL-EPP faculty meet with each INSL candidate and P-12 school administrator to identify a highly effective mentor. This mentor will remain with the candidate throughout the entire program (if mentor does not relocate). The EPP requires the mentor to be the current principal or assistant principal. INSL faculty supervises candidates – no temporary/hourly clinical supervisors are hired.

Clinical mentors observed and provided feedback:

-Candidates assess online clinical mentor/experience site evaluation form. Mentors are evaluated on a Likert scale (i.e. teaching strategies, assessing student learning, classroom/behavior management). The EPP compiles and analyzes site evaluation data each semester to share with mentors and districts.

INSL-Faculty supervise candidates and provide feedback to clinical mentors (P-12 school administration) via the Mentor Assessment and the Completion of Clinical Activities Reported Experiences (CARE) document.

Candidate Development Opportunities:

-Mentors and Supervisors provide open lines of communication, including formal and informal visits/observations to candidates.

INSL Development Opportunities:

- Open lines of communication including formal and informal visits to schools by the EPP to provide support to clinical educators
- 45 field experience hours
- Two (2) assessments per semester: 1) Clinical Mentor assessment of candidate: 2) Completion of CARE document by candidate-must be reviewed with P-12 school administrator/mentor for collaboration and feedback.

Prompt
3

Describe the design and implementation of clinical experiences, utilizing various modalities, of sufficient depth, breadth, diversity, coherence, and duration to ensure candidates demonstrate their developing effectiveness and positive impact on pre-k-12 students (For instructional leader programs, ensure how clinical experiences allow opportunities for candidates to practice applications of content knowledge and skills.). *NOTE: Responses should not exceed one page per prompt.*

Design and Implementation of Clinical Experiences:

- 50+ P-12 partners to secure placements for clinical experiences. Experiences consist of ethnically/racially and economically diverse students, students with disabilities, and English language learners.
- Clinical experiences align with InTASC and State standards. Clinical experiences provide training and practice directly aligned to categories such as: learner and learning, content knowledge and application, instructional practice, and/or professional responsibility. Candidates are evaluated using the following assessments: 1) Praxis content exams; 2) edTPA; 3) TEAM Rubric/Aspiring Teacher Rubric (ATR); 4) disposition assessments; and 5) summative evaluations.
- Residency/Student teaching candidates complete supplemental placements during the clinical experience. Candidates transition to classroom settings different from the initial placement. Supplemental placements must be completed in candidates' initial licensure or add-on endorsement area. Coordination of supplemental placements is based on collaboration between the candidate and P-12 partner/clinical mentor.

Alignment of Clinical Experiences:

- Candidates pursuing initial licensure at the undergraduate level complete a one-semester clinical experience, known as Residency.
- Candidates pursuing initial license at the graduate level (post-bacc) complete one-semester clinical experience, student teaching.
- Job-embedded candidates - P-12 partners and prospective candidates contact EPP to fill positions via job-embedded contracts. Proof of content knowledge, intent to hire letter from the P-12 partners, etc. are required.

INSL-Candidates complete 45 field experience hours per semester (MA degree = 33 hours, 6 semesters; EdS degree= 30 hours, 5 semesters). Tennessee Instructional Leadership Standards (TILS) and literacy standards must be addressed.

- Candidates are observed/evaluated by INSL faculty member a minimum of once per semester.

Expectations and Implementation of Clinical Experiences:

- Expectations are communicated to candidates via course syllabi, course descriptions, general information seminars, information packets, and Teacher Education newsletters.
- Field/Practica experiences - EPP faculty place candidates in early field experiences, identified as practicum placements. Candidates are evaluated by both EPP faculty and P-12 mentors based on the ATR rubric. Field experience hours range from 10-70 hours (varies by course).
- Residency experience - (1 full/formal observation, 1 summative evaluation) and clinical supervisor (1 informal/drop-in visit, 2 formal evaluations). Residency one-semester (15-17 weeks, 5 days per week).
- Student Teaching experience - Clinical mentor (1 full/formal observation, 1 summative evaluation) and clinical supervisor (1 informal/drop-in visit, 2 formal evaluations). Student teaching is one-semester (15-17 weeks, 5 days per week).
- Job-embedded experience - Candidates complete a graduate degree while teaching in P-12 partner schools. Through coursework, candidates share P-12 evaluations with EPP faculty who then provide feedback/guidance. Candidates are observed/evaluated by EPP supervisor during year one, and closely monitored via advisor through experience. Job-embedded experience is a minimum of one-half a school year, approximately 100 days.

INSL-Candidates are evaluated by clinical mentor (1 time per semester via mentor assessment and 1 time per semester via collaboration related to the CARE document) and clinical supervisor (minimum of 1 time per semester via face-to face meeting/visit with clinical mentor and candidate). This evaluation allows discussion regarding program progression, including but not limited to leadership and literacy outcomes.

Prompt 4 Describe the process partners use in the program design, evaluation, and decision-making for continuous improvement. *NOTE: Responses should not exceed one page per prompt.*

Collaboration with P-12 partners to link program design and decision-making to continuous improvement:

- Literacy block (2 courses, 9 hours): candidates learn literacy theory/pedagogy and apply learning in the co-requisite early field experience/practicum course.
- EPP partnered with P-12 schools to create the VISION Lab where candidates use cutting-edge immersive virtual reality to plan, deliver, and assess instruction.
- P-12 partners shared candidates/completers needed more knowledge and experience with the interpretation of assessment data. This led to the EPP creating an Educational Data and Assessment course (4725). The course prepares teacher candidates to interpret data and apply effective assessment and evaluation in the Pre K-12 classroom.
- Field Experience/Practicum (FOED 3810): EPP faculty collaborate with P-12 partners to select appropriate early field experiences where candidates apply theory to practice.
- Professional Seminar I (4875) course requires candidates to provide evidence of discipline specific methods of communicating content through planning, instructing, and assessing.
- Residency (4900) allows additional opportunities for mentor collaboration to link theory and practice. Candidates learn and collaborate with mentors (i.e. classroom management strategies, plan, instruct, assess lessons, edTPA, etc.).
- Meetings with PPI partners for collaboration.
- Regional meeting with CTE directors.

INSL-Candidates develop a plan to address the P-12 partner's goals based on student assessments and evaluation instruments.

Evaluation actions and decision-making for continuous improvement:

- TEC plays an important role in the EPP/P-12 partnership and continuous improvement. Partners from local education agencies (LEAs) constitute 20% of the 33-member committee. The committee reviews the TEP, providing a venue for ongoing decision-making, and proposing recommendations related to changes in admission, curriculum, teacher education, and exit policies. TEC participates in co-construction of instruments, evaluation tools, criteria for selection of mentor teachers, and input into curriculum development. Proposed changes to instruments, evaluation tools, selection criteria, and curriculum are discussed and voted on by TEC.
- Communication between EPP and P-12 personnel to align pedagogy and academic content, as well as clearly present expectations for all members.
- EPP hires adjuncts from P-12 partners to teach education courses.
- P-12 level TEAM observation data provided to the EPP; EPP evaluates and adjusts curriculum as needed based on completers' observation scores from the TEAM rubric indicators.
- EPP request data from clinical educators, clinical supervisors, and teacher candidates via surveys, evaluations, etc. to adjust/revise program design as needed.
- EPP evaluation data (i.e. TEAM/ATR, Praxis, edTPA scores) provided to the LEA; LEA evaluates and communicates thoughts on curriculum revisions/changes as needed.
- Informal communication is obtained on a continuous basis between the EPP (Office of Teacher Education) and LEAs.

INSL-Candidates are required to develop a plan to address the P-12 partner's goals based on student assessments and evaluation instruments.

Prompt 5 Describe how partners will collaborate and make decisions to ensure candidate preparation is inclusive of LEA curricular content and materials. *NOTE: Responses should not exceed one page per prompt.*

- EPP (Teacher Education staff) attends Upper Cumberland Directors' meetings on monthly basis.
- EPP faculty members currently serving on various district committees (i.e. Strategic Planning, etc.)
- EPP facilitates Teacher Education Committee (TEC) that collaborates monthly on curriculum, selection criteria, criteria for clinical educators, partnership agreements, etc. Voting members of the TEC include EPP and district-level personnel (principals, teachers). Extended explanation of TEC in Prompt 4.
- Continuous communication between clinical educator and P-12 personnel to align pedagogy and academic content, as well as clearly present expectations for all members.
- Primary Partnership meetings: LEA shares resources and access to curricula being used by the clinical educators. Teacher candidates are actively engaged in the curricula during the clinical experience (i.e. CKLA, Amplify, etc.)
- EPP hires adjuncts from P-12 partners to teach education courses. This allows teacher candidates to have access, understanding, and implementation of high-quality instructional materials during EPP coursework.
- Current collaboration with Dean's for Impact (DFI) to bolster LEA/PPI partnerships.
- Current collaborator at Tennessee Collaboration for Effective Educator Development, Accountability, and Reform (TN-CEEDAR) event to increase capacity to implement plans that sustain and scale up reform effort. Focus: Addressing teacher shortages.
- LEAs visiting EPP classrooms to communicate district expectations.

INSL

- Leadership faculty meets/visits with each candidate and school administrator to collaboratively discuss program expectations.
- INSL faculty members visit candidates' P-12 schools a minimum of one (1) time each semester. The frequency of visits allows faculty to collaborate and retain clinical mentors.
- INSL faculty supervise candidates and provide feedback to clinical mentors (P-12 school administration) via the Mentor Assessment and the CARE document.
- Before exiting the INSL program, INSL faculty meet with candidates and school administrators to evaluate the progress of the candidate via a portfolio system. The faculty assess the portfolio using a rubric, and together the candidate, school administrator, and faculty member will explore possible leadership outcomes.

<p>Primary Partnership Outcomes</p>	<p>As partners work together to develop and implement the primary partnership agreement, describe the desired EPP and LEA short-term and long-term outcomes of the partnership agreement. Include a timeline if applicable.</p>
<p>EPP Conceptual Framework: College of Education prepares effective, engaging professionals through a clinically rich, evidence-based program with a network of mutually beneficial partnerships.</p> <p>EPP Vision: Be an empowering force in education.</p> <p>-EPP and LEA Short-Term and Long-Term Goals:</p> <ul style="list-style-type: none"> +EPP will provide clinically rich, evidence-based experiences for teacher candidates, including multiple, meaningful, and extended field experiences that equip candidates with strong skills in instruction, assessment, classroom management, and in meeting the academic and social needs of all students. +EPP and LEA will focus efforts to recruit and retain new teachers in high demand endorsement areas through shared responsibility with our partner districts. +EPP will work with LEAs to foster effective, mutually beneficial partnerships to support improved teacher effectiveness and to ensure novice educators enter Tennessee classrooms well prepared to meet the diverse needs of all students. <p>-EPP and LEAs share Values and Beliefs:</p> <ul style="list-style-type: none"> +Learner and Learning - Teacher candidates understand the importance of the impact of human growth and development on learners, and they foster relationships with P-12 students to motivate, engage, and maximize learning. Candidates recognize that learners bring unique experiences and personal attributes to the classroom and build upon those individual perspectives to set goals and expectations for each student. Candidates also work to nurture individual and collaborative learning within a dynamic, interactive environment that encourages self-motivation. +Content - Using digital media and information technology, candidates make content accessible to learners, which helps to ensure mastery. Candidates make knowledge relevant to P-12 learners via cross-disciplinary skills, and they relate content knowledge to issues of local and global concern. +Instructional Practice - Candidates understand and know how to use multiple methods of assessment to monitor and guide P-12 learner progress and instructional strategies. Candidates develop strategies to help learners set and achieve rigorous goals, drawing upon a combination of contexts including candidate knowledge, learner experiences, and community settings. Candidates' approach instructional strategies with a variety of innovative and impactful practices to foster deep understanding and connect and apply knowledge in relevant ways. +Professional Responsibility - Candidates use feedback and reflection to examine their practices and make adaptations as necessary. Candidates seek opportunities to collaborate with LEA stakeholders such as community members, school professionals, colleagues, and more to foster learner mastery. Candidates participate in ongoing professional learning as well as opportunities to advance the profession. 	



Putnam County Board of Education Agenda Request

Name of Person Making Request: Judy Schinbeckler

Department: Educator Support

Phone Number of Person Making Request: 931-526-9777 ext 1446

Account Funding Code (if appropriate) N/A

Backup included

Backup to follow

Consider approval of the following for the October 3rd, 2024 BOE meeting:

Educator Preparation Provider (EPP) / Local Education Agency (LEA) State Recognized Partnership Agreement between University of TN Martin and the Putnam County School System effective 8/28/24 - 6/30/25.

Judy Schinbeckler 9/24/24
Signature of Person Making Request Date

[Signature] 9/24/24
Signature of Director of Schools Date

received
09-24-24 MAT

Educator Preparation Provider/Local Education Agency State Recognized Partnership Agreement

Educator Preparation Provider (EPP)	The University of Tennessee at Martin
Local Education Agency (LEA)	
Academic Year of Agreement	2024-2025

EPP Contact/Designee	
Name: Stanton Watson	Title: Coordinator of Training and Partnerships
Email: swatso27@utm.edu	Phone Number: 731-881-7214

LEA Contact/Designee	
Name: Judy Schinbeckler	Title: Educator Support Supervisor
Email: schinbecklej@pcsstn.com	Phone Number: 931-526-9777

Certification (signatures verify partnership)	
EPP Head Administrator: Staci Fuqua	Title: EPP Director
Signature:	Date:

LEA Head Administrator:	Title:
Signature:	Date:

Prompt 1

Describe the strategies and actions in place to co-select clinical educators and collaborate to prepare, evaluate, and support high-quality clinical educators, both provider and school-based, who demonstrate a positive impact on candidates' development and pre-k-12 students.

NOTE: Responses should not exceed one page per prompt.

The UT Martin EPP collaborates with P-12 partners during the field placement process to co-select, prepare, evaluate, and support high-quality clinical educators in both provider and school-based settings, to ensure a positive impact on the candidates' pre-K-12 learning and development. This is achieved by continuous review and refinement of clinical experience protocols.

The UT Martin EPP and its P-12 partners commit to meeting biannually to revisit and evaluate these collaboratively developed processes based on shared data and observations and to review the effectiveness of collaborative partnership activities.

The collaboration to determine the best process for selecting high-quality clinical educators includes:

- The EPP Placement Coordinator organizes and submits requests to partnering districts. The P-12 partner reviews the autobiographical data form for the candidate and assigns a clinical mentor (CM) based on state policy.
- The EPP Placement Coordinator outlines the minimum requirements for the P-12 partners' selection of clinical mentors as follows:
 - For Field Experience teacher candidates, the mentor
 - Must have completed at least one year in their current position,
 - Must be certified in the content area they are teaching,
 - Must complete the Cooperating Teacher Training Hub provided by UT Martin, and
 - Must be willing to effectively train and mentor the candidate.
 - For Residency I and II teacher candidates, the mentor
 - Must have at least three years of full-time teaching experience,
 - Must hold appropriate teaching certification (licensure),
 - Must have evaluation data demonstrating they are a highly effective (Level 4 or 5) teacher through local assessment and/or state evaluation procedures,
 - Must be willing to assume the roles expected of a mentor (i.e., professional mentor, advocate, coach, and critic), and
 - Must possess the ability to work as a team member and facilitate learning experiences, including pedagogical instruction.
- The UT Martin EPP and its P-12 partners have developed a process that allows teachers within each district to indicate interest in serving as a clinical mentor. This process allows teachers to self-report their qualifications for serving as a CM, why they want to serve, and what characteristics they possess that would make them quality mentors. Applicants must secure recommendations from their principals as part of the process. This provides a pool of willing prospective CMs for future placements, including new teachers who do not yet have the years of experience but would be interested in serving as a CM later in their careers.
- Clinical Mentor Support and Retention
 - The UT Martin EPP provides a Cooperating Teacher Handbook to provide a comprehensive overview of the field experience levels, cooperating teacher and student teacher expectations, guidance on mentorship, and key assignments and expectations of the EPP, as well as its mission, goals, and staff.
 - The UT Martin EPP provides a "Cooperating Teacher" packet outlining all expectations of mentor and candidate prior to the first day of the placement.
 - The EPP Coordinator of Training and Partnerships prepares and provides an asynchronous online CT Training Hub to help familiarize with the expectations and resources necessary for effective mentorship.
 - The EPP Field Placement Coordinator hosts an online meeting for all mentors to clarify expectations of the mentor and student during the placement.
 - The EPP provides a "Cooperating Teacher" stipend of \$200 per placement during Residency II for success of mentoring responsibilities and completion of the asynchronous online learning module.
 - Candidates and University Supervisors evaluate clinical mentors via Student Learning & Licensure at the end of each placement.
 - The EPP uses evaluation data to determine future mentor opportunities to host a candidate and to offer mentorship remediation training or counseling where necessary.
 - The EPP Field Experience Coordinator hosts a "Debrief Meeting" at the end of each term to collaborate with clinical mentors and administrators to discuss strengths and weaknesses of candidates and program requirements in an effort to ensure continuous program improvement.
- The UT Martin EPP collaborates with P-12 partners for recommendations of former P-12 administrators and/or teachers to serve in a University Supervisor role.
 - EPP provides a University Supervisor recommendation form and application through which P-12 partners can identify high quality candidates for future supervision opportunities.
 - EPP faculty supervise IL and School Counseling candidates each term.
 - EPP faculty and university adjuncts supervise teacher candidates each term.
- Higher education faculty who serve as University Supervisors for candidates will meet the following criteria and requirements for selection:
 - Current resume and application,
 - Interview with Field Placement Coordinator,
 - TEAM evaluation experience—TEAM Evaluator Certification required,
 - Evaluation as a highly competent role model for teachers,
 - Appropriate professional teaching experience for grade levels supervised; P-12 experience preferred,
 - Ability to demonstrate effective teaching strategies and methods,
 - Participate in University Supervisor training each term via the University Supervisor Training Hub,
 - Participate in required trainings for professional development,
 - Willingness to assume the roles expected of a mentor (i.e., confidant, advocate, coach, and critic),
 - Willingness to stay current with the latest research and best practices in teaching and learning, and
 - Ability to work as a team member and facilitate professional learning experiences, including pedagogical instruction.
- University Supervisor Observations and Feedback:
 - Candidates and Clinical Mentors evaluate University Supervisors via Student Learning & Licensure at the end of each placement.
 - The EPP Field Experience Coordinator holds a "Debrief Meeting" at the end of each term with University Supervisors to share evaluation data of candidates and university supervisors to discuss strengths and weaknesses in an effort to ensure continuous program improvement.

Strategies that the UT Martin EPP employs to retain clinical educators and university supervisors are compensation and training. The UT Martin EPP provides stipends to CMs and USs for their work during Residency II only. The EPP provides training centered around procedures and materials based on pedagogical best practices to CMs and USs to enhance impact and retention. The EPP and its P-12 partners will continue to collaborate on methods for incentivizing teacher participation as CMs.

Prompt
2

Describe the design and implementation of clinical experiences, utilizing various modalities, of sufficient depth, breadth, diversity, coherence, and duration to ensure candidates demonstrate their developing effectiveness and positive impact on pre-k-12 students (For instructional leader programs, ensure how clinical experiences allow opportunities for candidates to practice applications of content knowledge and skills.). *NOTE: Responses should not exceed one page per prompt.*

In past collaboration between the UT Martin EPP and its P-12 partners, all parties agreed that UT Martin candidates needed more robust clinical experiences in addition to the student teaching experience. The concept of the Residency I and II model was initially discussed during a regional Northwest Tennessee CORE office meeting of instructional supervisors. This initiative is regarded as a success. Furthermore, additional literacy coursework has been embedded in the UT Martin EPP curriculum to ensure foundational skills are taught alongside more robust opportunities for practical application.

In Residency I (RI), candidates now begin clinical experience when P-12 schools start as part of the "First Days of School" experience, not when college courses start, increasing the duration, the depth, and the breadth of the clinical experience. This experience enables candidates to experience important factors of the teaching profession that they would not have otherwise observed or encountered, including communicating course expectations, establishing effective classroom management systems, participating in emergency preparedness activities, classroom- and school-level organizational concerns, and setting up parental contact methods. Clinical observation time has also increased as a result of the creation of the RI component. As part of the RI component, candidates see their teaching responsibilities gradually increased from pure observation to teaching multiple sections. This method allows them to gain valuable teaching experience and familiarity with their students prior to RII. P-12 partners have reported that this joint initiative had made a positive impact on overall student success.

In Residency II (RII), otherwise referred to as the "traditional" student teaching experience, students complete clinical experiences in two placements. In Placement I of RII, students continue the work they began in RI by returning to the same classroom and completing nine weeks of active student teaching with that same group of students. Candidates are now able to witness and participate in establishing routines, procedures, rules, etc. from Day 1 of the school year. They can see how those components translate across the course of the year into the second semester. Candidates have stated that this experience is extremely valuable to their preparation to understand the school year in its entirety. During the RII field experience, candidates are to assume the complete role of the daily classroom teacher to ensure exposure to the depth, breadth, and diversity of the teaching profession. Under the supervision and mentorship of clinical mentors and university supervisors, candidates gain daily experience in lesson planning, establishing welcoming and appropriate learning environments, and delivering effective classroom instruction to the degree of the criteria outlined in the TEAM Educator Rubric or other state-approved teacher evaluation measures. These expectations, responsibilities, and experiences ensure candidates have the opportunity to make application of pedagogical content knowledge, develop their instructional effectiveness, and demonstrate a positive impact on pre-K-12 students.

In RII, candidates remain in Placement 1 for nine weeks; immediately after Placement 1 ends, Placement 2 begins and continues for seven weeks. Because candidates complete two placements during Residency II, they can experience greater variety and diversity in their placement settings such as grade level, diverse content in elementary school, and racial and social diversity. P-12 partners understand our candidates' needs and assists us along with other LEAs to ensure this variety. Every effort is made to place students in two diverse placements; diversity may be based on the following criteria: special or regular education, socio-economic status, diversity of administration or cooperating teachers, diversity of academic grades, race, gender, and ethnicity. P-12 clinical mentors commit to modeling the use of instructional practices to meet the diverse needs of today's learners and coaching the candidates on making application of those practices in their own instruction.

The UT Martin EPP and its P-12 partners commit to continuous collaboration with P-12 partner districts and advisory boards to develop a responsive EPP curriculum and effective clinical experiences. The EPP and its P-12 partners will share relevant teacher and student data to highlight areas of needs and strengths in EPP candidates' preparation (classroom management, assessment, pedagogical content knowledge, trauma-informed practices, etc.). The EPP will make necessary adjustments to its curriculum and preparation activities based on collaboration with P-12 partners and shared data.

P-12 partners commit to providing the UT Martin EPP with access to current HQIM, classroom curricula, and online resources to ensure the classroom preparedness of EPP candidates. The UT Martin EPP will use these materials to teach and prepare candidates for current practices and expectations of the curricula being used in partner districts. In response to growing efforts to implement sounds-first foundational skills instruction and a renewed emphasis on disciplinary literacy across the state, UTM EPP faculty and staff are working to prepare candidates for the expectations of current curricular content and materials. P-12 partners will maintain close communication and collaboration to inform EPP faculty of necessary knowledge and skills, as well as training and licensure expectations, required of EPP teacher candidates. The EPP has also integrated the Tennessee Early Literacy Assessment and the Early and Secondary Literacy trainings into coursework so students pursuing relevant endorsement areas will meet licensure requirements.

Upon request, P-12 partners will assist UT Martin in identifying UT Martin EPP graduates employed as teachers in their school districts for the purposes of performance tracking and support. The EPP will provide ongoing support to completers in the first three years of their professional careers in P-12 partner districts. The EPP will make use of completer data to continue to modify and enhance candidates' pre-service preparation.

The UT Martin EPP and its P-12 partners commit to collaborating on clinical and curricular experiences to more intentionally incorporate technology into the candidates' practices for teaching and learning. This includes experiences for candidates to practice delivering instruction through multiple modalities, including classroom technology, hybrid instruction, online learning through Zoom, and asynchronous online learning. To these ends, the EPP has implemented a technology integration plan to better prepare its candidates with the skills and tools for effectively teaching future students with technology. As part of this plan, all UT Martin candidates will earn Google for Educators Level 1 Certification, participate in a three-part professional development series on technology frameworks and technological pedagogy, and complete key assessments aligned with the technology trainings throughout their courses of study.

The UT Martin EPP and its P-12 partners commit to collaborating on opportunities for candidates to meaningfully engage with students' families and the districts' surrounding communities. Candidates will have access to experiences that demonstrate how to successfully communicate and engage with parents, families, and community partners in support of student learning and success. Based on survey and partner feedback, the EPP is implementing family engagement professional development modules and key assessments at multiple checkpoints across all programs.



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

Date _____ 10/3/2024

Department _____ Finance

Person Submitting _____ Mark McReynolds

Account Number (if appropriate) _____

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of the amended Putnam County Schools Purchasing Procedure Manual.

received
09-24-24 *mt* *OK*



PUTNAM COUNTY SCHOOLS

PURCHASING PROCEDURE MANUAL

Mark McReynolds
Chief Financial Officer
mmcreynolds@pcsstn.com

TABLE OF CONTENTS

	Description	Page
1.	Purpose	3
2.	Overview	3
	A. Scope B. Responsibility C. General	
3.	Purchasing Process	4-11
	A. Purchases under \$2,500 B. Purchases between \$2,500 to \$24,999 C. Purchases over \$25,000 1. Invitation to Bid 2. Request for Proposal 3. Specifications and Quality Control 4. Sole Source 5. Proprietary Purchases 6. Emergency Purchases 7. Professional Services 8. Routine Purchases 9. Purchase of Secondhand Items 10. Technology Purchases 11. Rejection of Response(s) 12. Award of Competitive Solicitation 13. Cooperative Purchasing Agreements	
4.	Purchase Orders	11-12
	A. Requisition - Essential Information B. Exemption(s) from Purchase Order	
5.	Vendors	13
6.	Contracts	14
	Contact Information	15

1. Purpose

The purpose of this manual is to establish and document uniform procedures for the procurement of goods and services that is consistent with the policies of the Putnam County Board of Education and laws governing the State of Tennessee.

2. Overview

A. Scope

This manual and all the procedures outlined herein shall apply to every expenditure of Putnam County Board of Education funds, regardless of their source, with the exception of School Funds. Nothing in the manual shall prevent the Putnam County Board of Education from complying with the terms and conditions of any grant, gift or cooperative agreement.

B. Responsibility

1. It is the individual responsibility of each employee involved in the procurement process to adhere to the policies upon which these procedures are based.
2. It is the responsibility of each person to bring questions or concerns relative to these procedures to the attention of the Chief Financial Officer.
3. Revisions to the Purchasing Procedure Manual will be the responsibility of the Chief Financial Officer.

C. General

1. The Board's authority for the purchase of goods and services will be extended to the Executive Committee (Board Chair and Director of Schools), or designee, through its approval of the annual budget and appropriations, except that the Board will approve all purchases of a single item or a group of like items totaling over \$10,000. [T.C.A. § 49-2-206](#)
2. The Chief Financial Officer will ensure that all purchases fall within budget and are recorded in the proper budget category.
3. The Board's authority for the purchase of goods and services at the individual school will be extended to the Principal. The Principal is required to comply with the provisions of the Putnam County Board of Education Policy, the Purchasing Procedure Manual, and the Tennessee Internal School Uniform Accounting Policy Manual for every expenditure.

3. Purchasing Process

The Purchasing Process shall serve as a guideline for solicitation of competitive quotations. The Departmental Supervisor shall review purchases for conformity with the established guidelines. The process is applicable on a line item basis per procurement request.

It is a violation of Board policy to split or separate into smaller orders any purchase of a good or service to evade the competitive procurement requirements or to avoid obtaining the required approval.

Quotes are solicited in the open market to receive a committed price for a good or service. A Quote should contain at a minimum:

- Name and address of the vendor
- Name of the authorized vendor representative providing the quote. (If available)
- Date of the quotation
- Fixed dollar value of the good or service
- Expiration date (if applicable)
- Description of good(s) or service(s)

Website pricing may be submitted as documentation of a quote. The printout must include the items referenced above and include the web address.

The purchasing thresholds, referenced below, are applicable to cumulative purchases for a fiscal year. Cumulative purchases are defined as the total of purchases for the same or "like items" made during a fiscal year.

A. Purchases under \$2,500

~~Quotations are not required for line item expenditures under \$2,500 but are encouraged to ensure that the district purchases quality goods and services at the lowest possible prices.~~ **Whenever possible quotes should accompany all requisitions.**

B. Purchases between \$2,500 to \$24,999

1. The Requestor shall solicit a minimum of three (3) competitive quotations for line item expenditures of goods or services that are estimated to be \$2,500 and above for "like items".
 - a. "Like Items": The determination of likeness will be assessed on a case-by-case basis. The following characteristics will be used as assessment tools:
 - (1). Physical Characteristics: The greater the physical identity of two products, the more likely they are interchangeable.
 - (2). Substitutability: The extent to which two products are functionally equivalent.

- b. Identical competitive quotation requests must be provided to all potential respondents providing the same details including the response deadline.
 - c. The competitive quotation must contain enough detail to make an informed decision of the best value.
 - 2. In certain cases, it may not be possible to obtain three (3) competitive quotations for goods or services. The following criteria must be met to be exempt from three quotations:
 - a. The good or service is provided by a limited number of vendors. The Requestor must submit evidence to serve as backup documentation for the purchase.
 - b. The Requestor solicited multiple responses and a limited number of vendors responded by the quotation deadline. Documentation must be submitted indicating to whom the request was sent and the date. A copy of an email solicitation will meet this requirement. All vendors must have an equal amount of time to respond to the solicitation.
 - 3. A written quotation must be received from the vendor and submitted as an attachment to the purchase requisition in the district's financial software to serve as backup documentation.
- C. Purchases over \$25,000

All purchases of a single item or cumulative of "like items" totaling \$25,000 and above are required to follow a formal competitive solicitation. [T.C.A. § 12-3-1212](#) Cumulative purchases are calculated on a fiscal year basis. The Departmental Supervisor is responsible for preparing the solicitation document.

Depending on the type of good or service requested, the length of time to complete the formal competitive solicitation process may vary. The Requestor must also consider the timing of the next Board meeting to secure proposal approval. The chart below represents a sample timeline to complete the process:

A formal competitive solicitation will fall into one of two categories:

1. Invitation to Bid ("ITB"): A formal competitive solicitation which is made to prospective suppliers of a good or service requesting the submission of a response used in awarding a contract or transmitting a purchase order. An ITB is generally an objective determination where the award is made to the responsive and responsible respondent who meets the minimum specifications and requirements at the lowest cost.

All ITB's shall require, at a minimum, that respondents:

- a. Provide a valid mailing or email address;
 - b. Sign the response in ink;
 - c. Provide a net price for each item;
 - d. State the length of time in which a proposed pricing is valid. (For the purpose of evaluation, all pricing must be valid for a minimum of 90 days).
2. Request for Proposal (“RFP”): A formal competitive solicitation to potential respondents to submit a proposal to provide a good or service. Under this process, the Putnam County Board of Education has the ability to judge if a respondent’s qualifications, experience and approach will result in an award. An RFP solicitation shall include and meet the following criteria:
- a. The specifications for the good or service shall provide sufficient detail to minimize the likelihood of respondent confusion;
 - b. The technical requirements and scope of the specifications shall not contain features that unduly restrict competition;
 - c. Putnam County Board of Education requirements and restrictions should be detailed in the bid solicitation;
 - d. A description of the evaluation factors to be considered in evaluating the responses must be included, when applicable.
3. Specifications and Quality Control

Quality is just as important as price. The Departmental Supervisor will secure the best quality for the purpose intended. Quality buying is defined as the purchase of a good or service that will fulfill the requirements for the purpose intended at the best dollar value.

Appropriate specifications aid in obtaining proper quality. The Departmental Supervisor shall work towards providing adequate specifications and updating current specifications. Specifications are descriptions of the good or service to be purchased. Specification must be written in such a manner as to permit open and competitive soliciting. [T.C.A. § 12-3-801](#)

There are certain criteria any specification must have:

- a. Simple, clear and concise.
- b. Thorough enough to eliminate the bidding of a good or service that is not consistent with the quality requested.

- c. Fair to all vendors to create an atmosphere of open competition.

4. Sole Source

A good or service may be classified as a sole source in which case the purchase must be documented as such and submitted to the Finance Department for vetting. [T.C.A. § 12-3-504](#)

- a. Sole Source Purchase: A good or service possesses specific characteristics that can only be filled by a single source or where exclusive rights exist. All sole source purchases must have the approval of the Finance Department. The following criteria may be used to justify the purchase:
 - (1). Whether the vendor possesses exclusive or predominant capabilities or the good or service contains features providing a superior utility not obtainable from similar vendors.
 - (2). Whether the good or service is unique and available from only one source.
 - (3). Whether the good or service must be identical to equipment already in use by the end user to insure compatibility of equipment and that the item is only available from one source.
 - (4). Maintenance or repair calls by the original equipment manufacturer (OEM) are required for a piece of equipment, and the manufacturer does not have multiple agents to perform the service.
 - (5). Replacement or spare parts are required from OEM.

5. Proprietary Purchases

A Proprietary Purchase occurs when a required good or service is restricted to a particular manufacturer but may be sold through multiple distributors. If competition between distributors is allowable, then the good or service should be secured by means of a competitive solicitation. Documentation must be obtained and submitted to the Finance Department for vetting. The following criteria may be used to justify the purchase:

- a. Compatibility of existing equipment or products;
- b. The good or service is covered by one or more patents or copyrights;
- c. Putnam County Board of Education personnel have extensive training or experience and the use of similar goods or services would require significant reorientation and training.

6. Emergency Purchases

A purchase of a good or service that arises from unforeseen causes without the issuance of a formal competitive solicitation may be classified as an emergency purchase, [T.C.A. § 12-3-505](#). The Director of Schools may authorize the purchase of the good or service in the open market to mitigate the emergency. Emergency purchases shall utilize competitive procurement methods whenever practicable. The Requestor shall document the emergency purchase request and submit to the Finance Department for documentation.

Poor planning or the expiration of a current contract does not constitute an emergency. Conditions that warrant the utilization of an emergency purchase include but are not limited to:

- a. Natural Disasters
- b. Fire
- c. Mechanical Failures
- d. System Outages

The Executive Committee must approve all purchases of a good or service that is classified as an emergency that fall within the dollar threshold that requires Board approval. The Executive Committee will promptly notify the Board of the purchase at the next scheduled meeting.

7. Professional Services

Procurement for legal services, audit services, educational consultants and similar professionals shall not be required to be based upon competitive quotations but shall be awarded based on recognized competence and integrity. This shall not prohibit the Requestor from interviewing eligible persons or entities to determine the capabilities of such persons or entities. Examples of Professionals: Lawyers, Fiscal Agents, Educational Consultant Services and similar services by a professional person or group of high ethical standards. [T.C.A. § 12-3-103 / T.C.A. § 12-3-1209](#) Procurement of architectural, engineering and construction management services shall not be based upon competitive quotations but shall be procured per Putnam County Board of Education policy 2.806.

8. Routine Purchases

Routine purchases shall include expenditures for goods that are consumable and continued replenishment for the operation of the school system. These expenditures shall be anticipated and provided for in the budget and will normally be authorized by the Board at the beginning of the fiscal year. The

Executive Committee, or their designee, shall make all routine purchases without further Board authorization; however, the Board shall be promptly informed if any substantial variation from budgeted estimates becomes necessary. Examples of routine purchases: Copy Paper, Bus Tires, Custodial Supplies, Air Filters, Nutrition Program Food & Consumables and such like.

9. Purchase of Secondhand Items

A Requestor may purchase used or secondhand articles consisting of goods, equipment, materials, supplies or commodities from any private individual or entity without public advertisement and competitive bidding provided the general range of value of the purchased item is documented through a listing in a nationally recognized publication or through an appraisal by a licensed appraiser, and the price is not more than five percent (5%) higher than the highest value of the documented range. [T.C.A. § 12-3-1202](#)

10. Technology Purchases

The Information Technology Department (IT) has standardized on the purchase of technology hardware for the Putnam County Board of Education. Any hardware not purchased thru IT will not be supported nor allowed on the network.

All purchases of technology hardware are processed through the Technology Department (IT), regardless of the funding source. Hardware includes the following: desktop, laptop, Apple product line, interactive projector and such like. Excluded from this requirement are items classified as an accessory product: keyboard, mouse, case, mount and such like.

11. Rejection of Response(s)

The Putnam County Board of Education shall have the absolute discretion to reject any and all responses. Minor clerical errors or immaterial defects will not automatically result in rejection of a response. [T.C.A. § 12-3-502](#)

Any response that does not meet the requirements of the solicitation may be considered non-responsive and the response may be rejected. Examples of non-responsiveness include, but are not limited to:

- The response is delivered after the deadline;
- The response is incomplete;
- The response is inconsistent with the specifications as set forth in the solicitation; or
- The response contains an obvious response error supported by appropriate industry, market or vendor cost information and where enforcement of the response would impose an undue hardship on the respondent.

All responses may be rejected by the Putnam County Board of Education, or designee, for the following reasons:

- Unreasonably high prices;
- Failure of all responses to meet the specifications;
- Error in the solicitation;
- Cessation of need;
- Lack of adequate competition;
- A determination that proceeding with the procurement would be detrimental to the best interest of the Putnam County Board of Education.

12. Award of Competitive Solicitation

The Departmental Supervisor shall evaluate and recommend an award to the respondent with the lowest responsive and responsible submission.

Notwithstanding the foregoing, there are situations where it is in the best interest of the Putnam County Board of Education to award a bid to a respondent other than the respondent with the lowest cost proposal. In such an event, the Departmental Supervisor shall document the reasons for awarding a bid to a respondent other than one with the lowest cost proposal. Justifications for such an award include, but are not limited to:

- The lowest cost proposal did not meet all the solicitation requirements;
- The respondent is not able to perform the terms of the bid in relation to quality, quantity and timeliness of performance.

An agenda item recommendation must be drafted by the Departmental Supervisor and submitted to the Board Secretary for inclusion on the monthly meeting agenda of the Putnam County Board of Education agenda submission deadline. The recommendation must include the following:

- Identify the Department/School submitting the recommendation
- Budget Code / Source of Funds
- Identify the recommended vendor
- Pricing information
- Description of the good or service

13. Cooperative Purchasing Agreements

The Putnam County Board of Education authorizes the participation in cooperative purchasing with other school districts, Federal General Services Administration contracts, State of Tennessee contracts and National Purchasing Cooperative contracts for the procurement of a goods or services, [T.C.A. § 12-3-512 / T.C.A. § 12-9-104 / T.C.A. § 12-3-1205](#).

The Putnam County Board of Education, or designee, shall review all documents

related to other cooperative organizations to be included as an approved provider for the following criteria:

- The procurement is consistent with applicable Tennessee Law.
- The contract is a result of full and open competition by use of competitive sealed responses.
- The contract is open for other state, county and local agencies/institutions to participate.
- The procurement documents are available for review.

The Putnam County Board of Education has authorized the use of the following National Cooperative Purchasing Organizations:

- a. TCPN / National IPA – Approved 8/3/2017
- b. National Joint Powers Alliance (NJPA) / Sourcewell – Approved 9/4/2012
- c. Omnia Partners Cooperative Purchasing Group – Approved 9/2/2021
- d. BuyBoard – Approved 6/28/2021
- e. The Interlocal Purchasing System (TIPS) – Approved 4/5/2018
- f. E&I Cooperative Purchasing Services – Approved 7/23/2020
- g. Allied States Purchasing Cooperative (ESC19) – Approved 4/4/2019
- h. **Educational Purchasing Interlocal Cooperative at Region 6 (EPIC6) – Approved 9/5/2024**

4. Purchase Orders

The issuance of a formal Purchase Order is required for all purchases unless an exemption applies. The Purchase Order serves a two-fold purpose: it notifies the vendor that specific goods or services are required, and it is written certification that funds are available and have been encumbered for required goods or services. The Purchase Order is required **PRIOR** to the order being placed. The Requestor is responsible for verifying that appropriate funds are available prior to requesting the purchase order. To initiate the process, a Requisition must be entered in the Putnam County Board of Education’s financial software for appropriate approval.

A. Requisition - Essential Information:

- An adequate description of the good or service.
- Correct Vendor
- Correct Ship To location
- The quantity and unit cost for the good or service including any discounts
- Any applicable freight/delivery expense

- Budget Code(s)
- Support documentation (as applicable)

B. Exemption(s) from Purchase Order

The following list of goods or services will not require the issuance of a Purchase Order; however, the department head may request a purchase order for any of these exemptions. The list is not comprehensive and other situations may be exempt from the Purchase Order requirement on a case-by-case basis. All exemptions, not listed below, shall require approval from the Chief Financial Officer.

- Bank Fees and Service Charges
- Consulting and Audit Fees
- Drug Testing
- Fuel
- Insurance Payments
- Internet Access Fees
- Legal Services and Court Costs
- Licenses and Permits
- Magazine / Publication Subscriptions
- Student Refunds
- Indirect Cost
- Copier Cost
- Medical Bills
- Membership Fees / Dues
- Newspaper Advertisements
- Postage/Shipping Cost (if not part of an order)
- Professional Service Fees
- Travel Reimbursements, Hotel Bills and Airline Reimbursements
- Utilities
- Workshop / Conference Registration Cost

5. Vendors

The Putnam County Board of Education guarantees that all responsible vendors shall be given equal consideration and the assurance of unbiased judgement in award of bids for goods or services. Awards shall be made based on quality, price, delivery, vendor competence and vendor history.

Any Vendor conducting business with the Putnam County Board of Education shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any employee of the Putnam County Board of Education. [T.C.A. § 12-4-106](#)

Putnam County Board of Education employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors

conducting business with the Putnam County Board of Education or any vendor proposing to conduct business with the Putnam County Board of Education. **Board Policy 5.605**

No person officially connected with or employed by the Putnam County Board of Education will be an agent for or have any financial compensation or reward of any kind from any vendor for the sale of supplies, materials, equipment or service. **Board Policy 5.601**

To comply with Internal Revenue Service requirements, all vendors are required to have a current IRS Form W9 on file with the Putnam County Board of Education.

To comply with the Tennessee Lawful Employment Act, non-employees, individuals hired as independent contractors, must have on file any one of the of the following documents, **T.C.A. § 50-1-703**:

- A valid Tennessee driver license or photo identification license used by the department of safety;
- A valid driver license or photo identification issued by another state where the issuance requirements are at least as strict as those in Tennessee, as determined by the department;
- An official birth certificate issued by a United States state, jurisdiction or territory;
- A valid, unexpired United States passport;
- A United States certificate of birth abroad (DS-1350 or FS-545);
- A report of birth abroad of a citizen of the United States (FS-240);
- A certificate of citizenship (N560 or N561);
- A certificate of naturalization (N550, N570 or N578);
- A United States citizen identification card (I-197 or I-179); or
- A valid alien registration documentation or other proof of current immigration registration recognized by the United States Department of Homeland Security that contains the individual's complete legal name and current alien number or alien file number (or numbers if the individual has more than one number).

Any Vendor, awarded a contract to conduct business with the Putnam County Board of Education, must fulfill all the terms and conditions of the contract. Any Vendor that fails to fulfill the terms and conditions of the contract shall be suspended from participation in procurement process with the Putnam County Board of Education.

6. Contracts

Contracts shall be made only with responsible suppliers with the following considerations:

- A. The supplier has the potential ability to perform successfully under the terms and conditions of a proposed procurement;
- B. A system for contract administration shall be maintained to assure supplier conformance with terms, conditions, and specifications of the contract or purchase order, and to assure adequate and timely follow-up of all purchases;

- C. Contracts shall contain such provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where suppliers violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- D. All contracts will meet all requirements of state and federal laws, rules, and regulations. In addition, all contracts must be approved by the Board of Education and executed by the chairman of the board.
- E. Contracts and contractual services, shall be on a fiscal year basis, no commitment shall be made which extends beyond the end of the current fiscal year for which appropriations have been made by the county legislative body. **T.C.A. § 5-14-108**

CONTACT INFORMATION

Mark McReynolds	Chief Financial Officer	mmcreynolds@pcsstn.com	526-9777 x1416
Candice Waites	Supervisor – Finance Dept.	cwaites@pcsstn.com	526-9777 x1411
Debi Paramore	Fund Accountant – Bids	paramored@pcsstn.com	526-9777 x1414
Sharon Byers	Fund Accountant – Purchasing	sbyers@pcsstn.com	526-9777 x1424
Jenny Hensley	Fund Accountant – Purchasing	hensleyj1@pcsstn.com	526-9777 x1412
Vickie Gordon	Fund Accountant – Purchasing	vmorgan@pcsstn.com	526-9777 x1413
Angie Smith	Purchasing – IT Dept	asmith4@pcsstn.com	526-9777 x1262



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: September 24, 2024

RE: Personnel receiving three stipends

Account Funding Code (if appropriate)

_____ Backup included

_____ Backup to follow

Agenda Item for October 3, 2024, Board meeting.
Notification to the board of coaches receiving 3 stipends:

Jensen Rohr (year 1)

- Tennis Assistant Coach, Girls - CHS
- Tennis Assistant Coach, Boys – CHS
- Volleyball – PSMS

Allen Richardson (year 1)

- Track Assistant Boys Coach - CHS
- Wrestling Assistant Coach - CHS
- Wrestling Coach - PSMS

Supervisor

9/24/24

Date

Director of Schools

9/24/24

Date

received
09-24-24 MAT



PCSS Board Agenda Request

Date: September 25, 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 Southeast Sound, Nashville, TN for additional upgrade of the fire alarm system at Cookeville High School in the amount of \$9,695.00 to be paid for from 141-72620-399

received
09-25-24
MMT *CM*



Brown, Angie <abrown@pcsstn.com>

Cookeville High School Fire Alarm PO# 4442500160

1 message

mikep@southeasternsound.com <mikep@southeasternsound.com>

Wed, Sep 25, 2024 at 7:58 AM

To: abrown@pcsstn.com

Cc: Tomc <tomc@southeasternsound.com>, Daniel <daniel@southeasternsound.com>, maguraj@pcsstn.com

Angela,

Southeastern Sound prepared a quote based on a scope of work and bill of materials provided by Putnam County Schools (see Cookeville HS RFP pdf.) After receipt of your PO # 4442500160 the fire alarm equipment was ordered, received, and an installation crew was assigned to the project. The installation crew began replacing pull stations, smoke detectors, and monitor modules on analog circuit 1 which was the only circuit with 20 smoke detectors and 4 pull stations. Into the installation process the installation crew found that there are additional devices on circuit 1 that were not on the RFP bill of materials. We dispatched a programmer/technician to verify the installation crew was on the correct circuit. It was determined that the circuit 1 was correct for smoke detectors and pull stations however there are also 4 duct mounted smoke detectors, 12 programmable relays, 2 heat detectors and 16 monitor modules instead of 24. A complete device count was prepared for each of the four circuits and is attached as Cookeville HS Devices per Loop pdf.

We have prepared an estimate for the additional devices:

4 Programmable duct mounted smoke detectors with sampling tubes and remote test stations.

12 Programmable Relays.

2 Programmable heat detectors.

credit:

8 programmable monitor modules.

The quote for the additional devices, installation, programming, test and certification is \$9,695.00

Please issue a Change Order if we are to proceed with the additions.

Thank You,

Mike Pentecost

Mobile 615-812-3259

2 attachments

Cookeville HS RFP Quote Scope.pdf
87K

Cookeville HS Devices by Loop.pdf
162K

SCOPE OF WORK

FIRE ALARM SYSTEM OVERVIEW

TURN-KEY PROJECT

will furnish and install an addition to an **EDWARDS** Fire Alarm System. Under this proposal, 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. 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.

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.

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

- o 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

- o will perform functionality testing to ensure that the Fire Alarm System is fully NFPA-72 2016 compliant towards the close of this project.
- o 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 with an approved change order.

TRAINING EXPECTATIONS

- o 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

BILL OF MATERIAL

The following bill of materials is intended to describe the scope of work / equipment provided by _____ 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

Sheet1

	Loop 1	Loop 2	Loop 3	Loop 4
Smokes	20	14	14	25
Pull Stations	4	6	4	2
Duct Det	4	5	6	10
Monitor Points	16	15	14	4
Relays	12	12	6	13
Heat	2	0	0	0



Board Agenda Request
For October 3, 2024 Meeting

Date 9/19/24

Department CTE

Person Submitting Jaclyn Vester *JV*

Account Number (if appropriate) N/A

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to accept a donation from Cookeville Heating and Cooling for tools and equipment to be used in a portion of the Cookeville High School carpentry lab.

received
09-25-24 *MT*

Cookeville Heating and Cooling will be providing a complete metal working and fabrication lab in a portion of the CHS Carpentry lab. All tools and equipment used for this project will be donated by CHC.

Benefits to students:

Experience in HVAC including but not limited to fabricating boots for air vents, framing in and making ductwork for return air vents, and installation.

Mentoring from CHC employees throughout the year

Ability to build a larger portfolio of experience during high school to secure positions in the industry.

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):

Backup included

Backup to follow

Consider approval to enter into a service agreement with LINQ Connect for the transition to the new LINQ online payment processing system, LINQ Pay. LINQ Pay will replace LINQ's existing payment processing system. The transition will not affect our families who use the online payment option.

Jennifer Mitchell, SNP Supervisor 9/27/24
Signature of Person Making Request Date


Signature of Director of Schools Date

received
9-27-24 MT



LINQ CONNECT SERVICES AGREEMENT

This LINQ Connect Services Agreement (the "Agreement") is made on August 1, 2024 (the "Effective Date") by and between EMS LINQ, LLC ("LINQ"), and Putnam Co Board of Education / School Nutrition ("Merchant" or "School District") with the address shown below.

The parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

MERCHANT: <u>Putnam Co Board of Education</u> <u>School Nutrition</u>	EMS LINQ, LLC
Signature: _____	Signature: <u>Mark Fredericks</u>
Name: _____	Name: <u>Mark Fredericks</u>
Title: _____	Title: <u>Controller</u>
Date: _____	Date: _____
Address: <u>1400 E. Spring St.</u> <u>Cookeville, TN 38506</u>	Address: 2801 Via Fortuna, Suite 400 Austin, TX 78746
Email: _____	Email: <u>accountmanagement@linq.com</u>

(Note: The School District/Merchant must complete and sign pages 1, 6, 7, and 8 of this Agreement.)

1. Definitions. The terms not defined in this Section will have the meanings set forth in this Agreement.
 - a. "End User" means any person who uses any of the Services to establish an account, make a payment or receive information via the Services, including parents, guardians, Merchant staff (including administrators, faculty, agents, and staff), and any others who are authorized to access an account.
 - b. "Intellectual Property Rights" means any patents and applications thereto, copyrights, trademarks, service marks, trade names, domain name rights, trade secret rights, and all other intellectual property and proprietary rights.
 - c. "LINQ Connect" means the websites, mobile applications, or online services, including www.LINQConnect.com, provided by LINQ and its affiliates that enable payments to be made to a student's school account or accounts, or to Merchant, for fees, purchases, etc., using a credit card, debit card, electronic check or other payment method. LINQ Connect will have access to appropriate debit, credit and public access networks (the "Networks"), third-party processors (the "Processor"), and bank or banks (the "Settlement Bank"), each of which will be selected by LINQ.
 - d. "LINQ Pay" means the terminal hardware, virtual terminal, APIs, payment gateway, and swipe card terminal that may be utilized by Merchant to facilitate in-person payments. LINQ Pay will have access to appropriate Networks, Processor and Settlement Bank, each of which will be selected by LINQ.
 - e. "Services" means, collectively, LINQ Connect, LINQ Pay and any other services provided by LINQ to Merchant hereunder.

2. Provision of Services.
 - a. Access. LINQ will provide Merchant with access to the Services during the Term. LINQ will provide to Merchant the necessary passwords, security protocols and policies, network links or connections, and access protocols to allow Merchant and its Ends Users to access the Services. Merchant will be solely

- responsible for any unauthorized access to, or use of, the Services, and will notify LINQ promptly of any such unauthorized use known to Merchant.
- b. License. Subject to the terms and conditions of this Agreement, LINQ grants to Merchant a non-exclusive, non-sublicensable, non-transferable license during the Term to: (1) access and use Services; and (2) grant End Users the right to access and use the Services. Merchant is responsible for ensuring that End Users comply with the terms hereof.
 - c. Payment Methods. The Services will facilitate (at LINQ's option) some or all of the following: the acceptance of debit cards, credit cards and stored value cards, electronic transactions, the use of such forms of electronic funds transfer as LINQ may elect, including electronic transfers from Merchant's bank, the use of electronic checks, and the transfer of funds received from the Settlement Bank to Merchant's designated bank account.
 - d. Payment Processor. The provision of the Services to Merchant hereunder is subject to Merchant's acceptance of the Payment Processor Sub-Merchant Agreement provided to Merchant by LINQ, and Merchant agrees to abide by the terms set forth therein. LINQ reserves the right to change the Payment Processor, or add additional Payment Processors at any time, with or without prior notice to Merchant. Merchant agrees to be bound by the terms applicable to the new Payment Processor's services.
3. Payment Fees and Merchant Funds.
- a. Calculation of Payment Fees. The Services will calculate and add to the original sale transaction amount a processing-fee, service-fee, site-fee, or convenience-fee (collectively "Payment Fees"). Payment Fees will be charged as set forth in Exhibit A, attached hereto and incorporated herein by reference, which indicates a fee schedule that is paid by either the End User, Merchant, or divided between the End User and Merchant. The entire amount of the Payment Fees will be retained by LINQ as remuneration for providing the Services.
 - b. Routing and Control of Funds. LINQ shall act on Merchant's behalf with the Processor and the applicable Settlement Bank. Once an End User has made an online payment to Merchant, Merchant has sole discretion over the application and use of those funds, including providing refunds or returns. LINQ is not responsible for any funds, or Merchant's use of funds, after the End User submits a payment using the Services.
 - c. Chargebacks and Returns. If LINQ is assessed a chargeback or return from the Processor or Settlement Bank for any reason permitted under applicable law, Merchant agrees that LINQ may update any student account(s) associated with the chargeback or return and debit Merchant's designated bank account for the amount of the chargeback or return. Both parties agree that LINQ is not required to dispute a chargeback or return but may do so in its sole discretion. For clarity, applicable laws governing chargebacks and returns include, but are not limited to, the Fair Credit Billing Act (FCBA) of 1974, the Truth in Lending Act, and the Electronic Fund Transfer Act.
 - d. Processing Authorization Form. A completed Merchant ACH Processing Authorization Form (attached hereto as Exhibit B and incorporated herein by reference) is required for processing payments hereunder.
 - e. Taxes. If Merchant is a tax-exempt organization, then this provision does not apply. All fees owed by Merchant in connection with this Agreement are exclusive of, and Merchant will pay, all sales, use, excise and other taxes and applicable export and import fees, customs duties and similar charges that may be levied upon Merchant in connection with this Agreement, except for employment taxes for LINQ employees and taxes based on LINQ's net income. LINQ has no obligation to pay Merchant's taxes under any circumstances. If LINQ is compelled to pay taxes on Merchant's behalf, Merchant agrees to indemnify, defend and hold LINQ harmless for any and all such payments.
4. Relationship.
- a. LINQ and Merchant. LINQ and Merchant are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.
 - b. LINQ and End Users. End Users may supply data, including confidential data and personally identifiable information ("PII"), to utilize the Services, and may be able to retrieve PII associated with their account via desktop or mobile devices. PII submitted by End Users, whether via letter, voice, fax, email, chat, SMS, social media, mobile application, or browser, will be processed in accordance with LINQ's Terms of Service and Privacy Policy, available at www.linq.com.
 - c. Communication with End Users. Merchant hereby grants LINQ permission to use directory information to communicate with End Users and potential users to notify them of the Services, to communicate updates (such as features, functionality, availability, etc.), to respond to support requests, and to conduct normal

business. Communications may include any medium, including but not limited to email, text messages/SMS, in-app notifications, social media, and postal mail as deemed appropriate in LINQ's sole discretion. In all cases, LINQ's practices will conform to its then-current Privacy Policy.

5. Term and Termination.

- a. Term. The term of this Agreement shall begin on the Effective Date and shall continue in force for an initial term of twelve (12) months (the "Initial Term"). Unless either party notifies the other party of its intention to terminate this Agreement at least sixty (60) days prior to the end of the Initial Term or any Renewal Term, this Agreement will be automatically extended for a period of twelve (12) months (a "Renewal Term") on the same terms as stated herein. The Initial Term and any Renewal Terms shall be collectively referred to as the "Term".
 - b. Termination for Cause. Either Party may terminate this Agreement for cause in the event of a material breach by the other party, which breach is not cured within thirty (30) days after written notice of such breach is provided to the other party.
 - c. Termination by LINQ. LINQ may terminate this Agreement at any time upon written notice to Merchant in the event the provision of the Services hereunder is determined by LINQ in its sole discretion to violate any statute, regulation, rule, order or operating procedure enacted or promulgated by a governmental or judicial authority of competent jurisdiction, NACHA (or any similar industry organization with authority over the services), or in the event that any statute, regulation, rule, order or operating procedure is enacted or promulgated which effectively reduces or eliminates the fees charged by LINQ.
6. Indemnification. To the extent permitted by applicable law, each party agrees to indemnify, hold harmless and defend the other party, its shareholders, directors, officers, employees and agents from and against any third-party action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, arising out of or relating to such party's: (1) material breach of this Agreement; (2) violation of applicable federal, state and/or local law; and (3) gross negligence or willful misconduct in connection with its obligations under this Agreement. The indemnifying party's obligations are expressly conditioned upon each of the following: (x) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (y) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (z) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.
7. Access to Records. During the Term, LINQ shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials related to Merchant transactions processed under this Agreement. Merchant transaction data is made available to Merchant for up to two (2) years online, and up to two (2) more subsequent years by mail.
8. Compliance with Laws, Rules, and Regulations. Services performed by LINQ pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and city laws and any rules or regulations promulgated thereunder. In addition, LINQ has established and implemented policies and practices pursuant to applicable security rules and regulations relating to the security and safeguarding of payment data, including the Payment Card Industry Data Security Standards (PCI-DSS), as outlined more fully in its Terms of Service and Privacy Policy, available at www.linq.com.
9. Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Texas, without giving effect to any conflicts of laws principles. Merchant hereby expressly consents to exclusive personal jurisdiction and venue in the state and federal courts for the county in which LINQ's principal place of business is located for any lawsuit arising from or relating to this Agreement. In the event of any dispute, the prevailing party will be entitled to collect from the other the fees and costs of litigation, including but not limited to attorneys' fees and expenses.
10. Amendment or Modification. LINQ reserves the right to modify the Services or change or add to the terms of this Agreement or any exhibit or attachment hereto at any time with electronic notice to Merchant or notice by such other means as LINQ may select, in a manner and at such time as LINQ deems reasonable. Such changes may be to any of the terms hereof, including but not limited to Payment Fees. If Merchant does not terminate this Agreement by providing written notice to LINQ within thirty (30) days following notification of any such change, then Merchant shall be deemed to have accepted the change. This Agreement may also be amended by written agreement between the parties hereto.

11. Ownership Rights. LINQ reserves all title and interest in and to the Services and any and all Intellectual Property Rights related thereto, including but not limited to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Merchant or any other party relating to the Services. The LINQ and LINQ Connect names and logos are registered trademarks of EMS LINQ, LLC, and no right or license is granted to use them without LINQ's express written permission.
12. DISCLAIMER OF WARRANTIES. EXCEPT AS PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED TO MERCHANT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES MAY BE SUBJECT TO LIMITATIONS OR ISSUES INHERENT IN THE USE OF THE INTERNET AND LINQ IS NOT RESPONSIBLE FOR ANY PROBLEMS OR OTHER DAMAGE RESULTING FROM SUCH LIMITATIONS OR ISSUES.
13. Limitation on All Damages. EXCEPT WITH RESPECT TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR MERCHANT'S PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORTS, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE, THE LESSOR OF THE TOTAL AMOUNT PAYABLE TO LINQ UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR GIVING RISE TO THE LIABILITY OR TWENTY FIVE THOUSAND DOLLARS (\$25,000).
14. Disclaimer of Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR REVENUE OR FOR ANY INDIRECT, SPECIAL, COVER, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING UNDER THIS AGREEMENT AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, MERCHANT'S PAYMENT OBLIGATIONS HEREUNDER, OR TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN THIS SECTION 14 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH CLAIMS ARE BROUGHT (CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE).
15. GENERAL PROVISIONS.
 - a. Survivability. Sections 3(a), 3(e), 6, 7, 9 and 11 through 15 will survive termination or expiration of this Agreement.
 - b. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
 - c. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.
 - d. Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, denial of service attacks, fire, earthquake, flood, pandemic, health crisis, civil unrest, acts of terror, service disruptions involving hardware, software or power systems not within such party's reasonable control, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.
 - e. Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing by (1) a nationally recognized express mail service or (2) email. Notice by express mail service will be effective upon receipt or refusal of delivery. Notice by email will be effective when sent even if the sender receives a machine-generated message that delivery has failed, provided that the sender sends a tangible copy of the notice by express mail service with ten business days of sending the email message. Notice shall be delivered as set forth on the first page of this Agreement.
 - f. Professional Advice. All Services and other information provided by LINQ to Merchant in the normal course of business should be considered for informational purposes only and is not to be taken as professional legal advice.

- g. **Headings.** The bolded headings contained in the Agreement are for convenience of reference only, shall not be deemed to be a part of the Agreement and shall not be referred to in connection with the construction or interpretation of the Agreement.
- h. **Entire Agreement.** This Agreement and any schedules or exhibits attached hereto or referenced herein represent the entire agreement of the parties, and supersede all prior discussions, emails, and/or agreements, including requests for proposals between the parties, and is intended to be the final expression of their Agreement. To the extent there is a conflict between this Agreement and any additional or inconsistent terms, including any pre-printed terms on a Merchant purchase order, the terms of this Agreement shall prevail, unless expressly stated otherwise. Notwithstanding any language to the contrary therein, no terms stated in a purchase order or in any other order document (other than an order form expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. The Agreement and all exhibits hereto, including any related order forms, may not be modified or altered except by written instrument, and no amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed (either manually or electronically) by an authorized representative of Merchant and LINQ. All rights not expressly granted to Merchant are reserved by LINQ and its licensors.

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EXHIBIT A
PAYMENT FEES

The following Services will be provisioned and the Payment Fees specified below will be charged on each payment transaction in accordance with the Agreement:

Check

Meal Payments

Meal Payments will be paid by the following party: (choose one)

End User/Parent/Guardian/Family – All Payment Fees will be paid as a Convenience Fee by End User.

School District/Merchant Fee– All Payment Fees will be paid by Merchant.

Shared Fee between School District/Merchant and End User. Payment Fees will be divided between the End User and Merchant. Merchant will pay _____ % and \$_____ per transaction of the Payment Fees listed below.

Online Meal Payments (includes one-time, scheduled, and recurring payments)

Method	Payment Fee	Maximum transaction ¹
Card Payments	3.95% with a minimum fee of \$2.85	\$2,500
ACH payments	\$1.85	\$2,500

Check

N/A

School Store, Student Activity Fees, Ticketing, and Invoices Payments

This option allows for the payment of any school-related fees, tickets, donations, field trips, class fees, technology fees, etc. This option includes in-person payments by card reader or virtual terminal. The Payment Fees will be paid by the following party: (choose one)

End User/Parent/Guardian/Family – All Payment Fees will be paid as a Convenience Fee by End User.

School District/Merchant Fee– All Payment Fees will be paid by Merchant.

Shared Fee between School District/Merchant and End User. Payment Fees will be divided between the End User and Merchant. Merchant will pay _____ % and \$_____ per transaction of the Payment Fees listed below.

Method	Payment Fee	Maximum transaction
Card Payments	3.95% with a minimum fee of \$2.85	\$2,500
ACH payments	\$1.85	\$2,500

Check

N/A

In-Person Card Payments (Card reader option)

This option allows for in-person payments using a card reader. All transactions are charged 3.95% to the Merchant/School District.

¹ If a higher limit is needed, please contact LINQ Customer Support to request a limit increase. It can take up to 2-5 days to authorize this change.

EXHIBIT B

MERCHANT ACH PROCESSING AUTHORIZATION FORM

This Exhibit B must be completed regardless of how Payment Fees are collected as defined in Exhibit A, since it allows LINQ to interact with the School District/Merchant's bank account(s).

The undersigned whose name appears in the signature space below hereby authorizes and grants LINQ authorization to credit or debit the following bank account(s) during the term of this authorization for cash receipts, adjustments, chargebacks, returns, rejects, processor fees, damaged, lost, or stolen equipment provided by LINQ to Merchant, communication expenses and or other miscellaneous fees and expenses from the operation of an Electronic Data Capture Device (ATM/POS/EBT/Currency/Stored Value/eCheck or other items of value). These credits and debits will be facilitated by use of the Automated Clearing House (ACH). Point of Service (POS) transactions are settled by LINQ where the payment amount is directly settled into Merchant's business checking account (DDA) by the Visa and MasterCard Member bank. This authorization is valid from the effective date hereof until such time as this authorization is terminated in writing by the undersigned and shall remain effective after termination with respect to amounts owed by Merchant to LINQ on the date of termination. The person whose name appears below hereby indemnifies the named financial institution harmless of any and all such claims made or asserted by either party hereto. This authorization may be assigned by LINQ to a third party.

The undersigned hereby represents and warrants the following signature(s) have been authorized to execute and deliver bank drafts from the following bank account.

Agreed to on this _____.

Financial Institution

Financial Institution Name: One Bank of Tennessee

District Approval

Jennifer Mitchell

Authorized Signature on above Bank Account

Second Authorized Signature, if applicable

(Please:

Jennifer is a signer for this account.

In most cases there is a separate account for nutrition payments and school fee payments.)

EXHIBIT C

SUBMERCHANT AGREEMENT ACKNOWLEDGEMENT

The undersigned whose name appears in the signature space below acknowledges receipt of the Submerchant Agreement which is incorporated by reference. A copy of the Submerchant Agreement can be found at <https://bit.ly/sma431217>

MERCHANT: Putnam Co Board of Education/School Nutrition
By:

Name: _____

Title: _____

Date: _____

Terms and Conditions
Government Entity Terms and Conditions

TERMS AND CONDITIONS

These terms and conditions are part of the binding Agreement between Payrix and the government entity accepting this Agreement (Sub-Merchant). Capitalized terms used in this Agreement not otherwise defined herein are defined in the Glossary set forth below in these terms and conditions. Payrix and Sub-Merchant hereby agree as follows:

1. Payrix Services

The Payrix Services are a cloud-based payment system by which Payrix, Bank and Processor serve as a processing channel with respect to Card Transactions for Sub-Merchant to receive payments on its behalf, and Payrix serves as a Third-Party Sender with respect to ACH Transactions originated by a Sub-Merchant, pursuant to the terms hereof and the selections of the Sub-Merchant made through its Account. Payrix shall facilitate the processing of Sub-Merchant's Card Transactions that are originated in accordance with the Payment Network Rules, as provided herein and otherwise as Payrix, in its sole discretion, deems appropriate. As a Third-Party Sender, Payrix shall transmit Sub-Merchant's ACH Transaction debit and credit entries that are originated by Sub-Merchant in accordance with the NACHA Rules by such means as Payrix, in its sole discretion, deems appropriate.

2. Account

So long as Sub-Merchant is not in breach of this Agreement, Sub-Merchant shall be granted an Account accessible through the Payrix Services. The Account shall include a record of Sub-Merchant Transactions and Fees. Payrix shall provide Sub-Merchant with credentials for access to the Account. Sub-Merchant may not disclose such codes or permit any third party to use them other than Third Party Servicers pursuant to a binding written agreement with Sub-Merchant. Sub-Merchant assumes full responsibility for the use of its Account and the access credentials thereto and shall indemnify Payrix for any and all claims, losses or other liabilities arising therefrom. Except as required to deliver or receive the Payrix Services or as otherwise required by law, Payrix shall not grant any third-party access to the Account. Payrix may debit or credit the Sub-Merchant's bank account(s) associated with its Account in connection with its activities under this Agreement and may perform such debits and/or credits through a third party designated by Payrix who is a licensed money transmitter.

3. Prohibited Merchants

All of the following Persons are prohibited from using the Payrix Services: (i) Persons who appear on the U.S. Department of the Treasury, Office of Foreign Assets Control, Specially Designated Nationals List; (ii) Persons who are less than 18 years of age; (iii) Persons, or their Affiliates who have been previously terminated for cause by Payrix or any of its Affiliates; and (iv) Persons who are not both domiciled and resident in the United States.

4. Prohibited Activities

It is forbidden for a Sub-Merchant to use Payrix Services to assist in any illegal activity or any Prohibited Activity. Likewise, Sub-Merchant may not

use Payrix Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control. Without any limitations on any other Prohibited Activity, Sub-Merchant hereby affirms that no payments whatsoever for firearms or ammunition or any parts or accessories that could modify the performance or action of any actual firearms (e.g., bump stocks) will be made through the Account. Payments for these items will be taken via alternate means only. Sub-Merchant may not itself or through any other Person: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the Payrix Services and/or content made accessible by Payrix including any information, pictures, videos, text, graphics, software programs used by Payrix in connection with the Payrix Services and Content, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content, other than as permitted by Payrix in writing; (ii) make any use of the Content and/or Payrix Services on any other website or networked computer environment for any purpose, or replicate or copy the Content without Payrix's prior written consent; (iii) interfere with or violate any other services or user's right to privacy or other rights, or harvest or collect personally identifiable information about users of the Payrix Services without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (iv) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (v) transmit or otherwise make available in connection with the Payrix Services any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Payrix Services, or the servers or networks that host the Payrix Services or make them available, or violate any requirements, procedures, policies, or regulations of such servers or networks; (vii) sell, license, or exploit for any commercial purposes any use of or access to the Payrix Services other than permitted by Payrix; (viii) forward any data generated from the Payrix Services without the prior written consent of Payrix; (ix) sub-license any or all of the Payrix Services to any third party; or (x) transfer or assign the Account password, even temporarily, to a third party.

5. Application

On sign-up and throughout the term of this Agreement, Sub-Merchant shall supply, through the Application and by such other means as Payrix may require, information concerning the Sub-Merchant, its elected or appointed officials. Sub-Merchant shall notify Payrix of any changes in such information. Federal Regulations enacted pursuant to the USA Patriot Act and other applicable laws require financial institutions to verify the identity of every person who seeks to open an account with a financial institution. Sub-Merchant shall provide documentary verification as requested from time to time by Payrix in a manner acceptable to Payrix. Payrix, Processor, and Bank reserve the right to verify Sub-Merchant's identity through other non-documentary methods as deemed appropriate in their sole discretion. Payrix, Processor, and Bank may retain a copy of any document it obtains to verify Sub-Merchant's identity.

6. Customers

Payrix is not party to any Sub-Merchant relationship with its Customer that necessitates the Transaction and Payrix shall have no obligations thereunder or in respect thereof. Sub-Merchant is solely responsible for its Product and all customer service issues related thereto including pricing, order fulfillment, order cancellation by Sub-Merchant or the Customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with Sub-Merchant personnel, policies or processes. Sub-Merchant shall post its customer service telephone number on its website. Sub-Merchant shall indemnify and hold harmless Payrix, Processor, Bank and their respective shareholders, directors, officers and employees harmless from any and all claims, losses or other liabilities arising from or in relation to Sub-Merchant's relationship with its Customer or any Product, including any and all costs associated with the legal defense related to such claims. Each Transaction submitted or processed hereunder shall represent a payment by a Customer to Sub-Merchant. Payrix and Bank make no representation or guarantee with respect to Customer funds availability, that a Transaction will be authorized or processed, or that a Transaction will not later result in a chargeback, reversal Return or Reversal.

7. Payrix Regulatory Status

Payrix is not a bank, money transmitter or other money services business. Payrix Services relate solely to the facilitation of Transactions between Customers and the Sub-Merchant pursuant to this Agreement. Settlement funds are not insured by Payrix, Processor, Bank or any third party. Payrix reserves the right to monitor use of the Payrix Services by Sub-Merchant and its Customers to ensure compliance with this Agreement, the Rules, and applicable laws. If Payrix determines that Sub-Merchant is not in compliance with this Agreement, the Rules or applicable law, Payrix reserves the right to take appropriate action including, but not limited to suspending or terminating this Agreement or access to the Account. Bank, not Payrix, settles Card Transaction funds to Sub-Merchant, and Payrix does not settle ACH Transaction funds to Sub-Merchant. Payrix does not at any point hold, own or control funds in connection with the Payrix Services, nor does Payrix transmit money or anything of monetary value. In connection with the Payrix Services, Payrix does not actually or constructively receive, take possession of, or hold any money or anything of monetary value for transmission, and does not advertise, solicit, or hold itself out as receiving money for transmission. The Bank is the party with sole responsibility for conducting the settlement of funds between Customers and Sub-Merchants.

8. Platform Services and Third-Party Servicers

Payrix assists in enabling Platforms to help Sub-Merchant administer its Account with Payrix and provides services directly to Sub-Merchant or its Customers. When Sub-Merchant opens an Account through a Platform, Sub-Merchant authorizes Payrix to permit the Platform to (i) access Sub-Merchant's Account with Payrix and any data contained in such Account; (ii) assist Sub-Merchant in creating and managing Transactions with Customers; and (iii) deduct Platform fees from funds payable to Sub-Merchant. Sub-Merchant agrees to pay all Platform fees in addition to the Fees as set forth in this Agreement. Payrix does not assume any responsibility with regard to the connectivity between Sub-Merchant and any Platform or Third-Party Servicer. It is ultimately Sub-Merchant's responsibility to ensure that Sub-Merchant Transactions reach Payrix, Processor and the Bank in order to receive Payrix Services. Sub-Merchant shall not use any Third-Party Servicer unless it has all necessary Payment Network registrations and is fully compliant with

applicable law and the Rules, as determined by Payrix. Payrix is not liable for Third Party Servicers or their services even if the Site contains links to them or the Payrix Services are integrated with them. The inclusion of any link or integration to a Third-Party Servicer does not imply an approval, endorsement, or recommendation by Payrix. Sub-Merchant agrees that Sub-Merchant accesses any such website at Sub-Merchant's own risk.

9. Reserved

10. Credit Check Consent; Financial Information

In connection with Sub-Merchant procuring Payrix Services from Payrix, Sub-Merchant understands that one or more consumer reports as defined in the FCRA may be obtained by Payrix from consumer reporting agencies and Sub-Merchant consents to Payrix obtaining such reports and agrees to provide Payrix with any information necessary to obtain such reports. Sub-Merchant (which term shall include its shareholders, officers and Guarantors in this consent) understands that this report may include information with respect to public record information, criminal records, motor vehicle operation history, education records, names and dates of previous employers, reason for termination of employment and work experience, and/or credit worthiness, capacity and standing, character, general reputation, personal characteristics, or mode of living, such information may be used to evaluate whether Sub-Merchant is an appropriate candidate for transacting with Payrix and this determination may be adverse to Sub-Merchant. Upon written or verbal notice at any time, Sub-Merchant agrees to furnish to Payrix its recent and/or historical financial statements and other financial information. From time to time, Payrix may request credit and other financial information concerning Sub-Merchant, its owners, Guarantors (if any) and principals, and Sub-Merchant agrees to furnish the information in a timely manner. Further, Sub-Merchant agrees to provide Payrix with prompt written notice of any adverse change in Sub-Merchant's financial condition that includes but is not limited to any planned or anticipated liquidation; any significant change in the nature of Sub-Merchant's business; and any material judgment, writ, warrant of attachment, levy or adverse decision against Sub-Merchant affecting its financial condition. The information obtained will not be provided to any parties other than to designated authorized representatives of Payrix. Sub-Merchant further understands that a consumer reporting agency may not give out information about Sub-Merchant to Payrix without Sub-Merchants' written consent. Sub-Merchant hereby authorizes Payrix now, or at any time while it is party to an agreement with Payrix or otherwise engaged by Payrix, to obtain, either directly or through an Affiliate or other third party, a consumer report on Sub-Merchant. This authorization does not include the release of Sub-Merchant's medical information. A copy, fax or scan of this consent shall be considered as effective and valid as the original. Sub-Merchant understands that in the event any adverse action is taken against Sub-Merchant based in whole or in part on the consumer report, Payrix shall (i) provide notice to Sub-Merchant of the adverse action; (ii) disclose Sub-Merchant's credit score; (iii) provide Sub-Merchant with the name, address and telephone number of the consumer reporting agency; and (iv) provide notice of Sub-Merchant's rights under the FCRA. On request, California, Minnesota, and Oklahoma residents, can obtain a copy of any consumer credit report requested by Payrix. On request, New York residents can be informed if a consumer credit report has been requested on them by Payrix as well as the name of the agency providing the report. Sub-Merchant and its Guarantors have read and understand the above and authorize Payrix to perform the above investigations. Sub-Merchant must provide accurate and complete information. If Payrix cannot verify that this information is complete and accurate, Payrix may deny Sub-Merchant use of Payrix Services, or close the Sub-Merchant Account.

11. Fees

Sub-Merchant shall pay Fees for the Payrix Services. Fees shall be paid to Payrix by offsets from Transaction fund settlements to the Sub-Merchant's bank account(s), daily ACH Transaction billing against Sub-Merchant's bank account(s), monthly ACH Transaction billing against Sub-Merchant's bank account(s), or any other billing method chosen by Payrix. If there are insufficient Card Transaction funds to cover Fees, or if any ACH Transaction billing is rejected due to insufficient funds in the Sub-Merchant's bank account(s), then Sub-Merchant shall pay the Fees immediately. Platform may also have provided disclosure to Sub-Merchant concerning Fees. In the event of any inconsistency between Fees disclosed to Sub-Merchant by Platform and those disclosed by Payrix, the higher of the two shall apply. If any fees are blank or identified as not applicable on the Application, then Payrix will assess Sub-Merchant Payrix's standard fees for such transaction(s) or item(s). Payrix may change or add fees and/or charges upon notice to Sub-Merchant via Payrix's Service Delivery Process, and such changes and/or additions to fees and charge shall be effective on no less than ninety (90) days' notice. Payrix has the right to round, assess, and calculate interchange and other fees and amounts and on return, chargeback and certain other transactions retain such amounts, in accordance with Payrix's standard operating procedures. The Payrix Service used by Payrix to provide Sub-Merchant monthly statements summarizing the transaction processing of Sub-Merchant and fees may be via Payrix's online Sub-Merchant portal.

12. Transaction Authorizations

Sub-Merchant shall not submit Transactions hereunder unless they are submitted in the correct manner, including the Sub-Merchant being in possession of Transaction receipts and not submitting Transactions until they are complete, (i.e. the goods or services are shipped/provided) and the Transaction is in the correct currency and within the correct time limit, as applicable. Sub-Merchant may set a minimum Card Transaction amount to accept that provides access to a credit account, under the following conditions: (i) the minimum Card Transaction amount does not differentiate between card issuers; (ii) the minimum Card Transaction amount does not differentiate between Payment Networks; and (iii) the minimum Card Transaction amount does not exceed \$10.00 (or any higher amount established by the Federal Reserve by regulation). Sub-Merchant may set a maximum Card Transaction amount to accept that provides access to a credit account, under the following conditions: (a) the Customer (i) is a department, agency, or instrumentality of the U.S. Government; or (ii) is a corporation owned or controlled by the U.S. Government; or (iii) is a Customer whose primary business is reflected by one of the following MCCs: (x) MCC 8220 – Colleges, Universities, Professional Schools, Junior Colleges; (y) MCC8244 – Schools, Business and Secretarial; or (z) MCC 8249 – Schools, Trade and Vocational; and (b) the maximum Card Transaction amount does not differentiate between card issuers; and (c) the maximum Card Transaction amount does not differentiate between Payment Networks. Bank shall hold, receive, disburse and settle Transaction funds on Sub-Merchant's behalf. Subject to this Agreement, Sub-Merchant also authorizes Bank to debit or credit any payment card or other payment method Payrix accepts. Sub-Merchant authorizes Payrix Bank to initiate electronic ACH debit and credit entries to Sub-Merchant's bank account(s) and to initiate adjustments for any Transactions credited or debited in error. Sub-Merchant agrees to be bound by the Rules, and Sub-Merchant agrees that all ACH Transactions that Sub-Merchant initiates will comply with the NACHA Rules and all applicable law. In the event of any inconsistency or conflict between any provision of this Agreement and the Rules, the Rules shall govern. Sub-Merchant's authorization will remain in full force and

effect until Sub-Merchant notifies Payrix that Sub-Merchant revokes such authorization by contacting Payrix through the Account. Sub-Merchant understands that Payrix requires a reasonable time to act on Sub-Merchant revocation.

13. Settlement

Each Account must be linked to at least one verified Sub-Merchant bank account; meaning, the Sub-Merchant bank account(s) must match the routing number and account number provided by Sub-Merchant as well as Sub-Merchant's legal entity name or registered DBA name. The Bank will transfer funds to the Sub-Merchant's bank account(s) according to this Agreement. If Bank cannot transfer the funds to the Sub-Merchant's bank account(s) (due to inaccurate or obsolete bank account information entered by the Sub-Merchant, or for any other reason), Payrix may refund the funds to the Customer or escheat them as provided below. None of Bank, Payrix or the Customer will have any liability to Sub-Merchant for funds so refunded. Settlements to a bank account shall be limited or delayed based on Sub-Merchant's perceived risk and history with Payrix as determined by the sole and absolute discretion of Payrix or Bank and Payrix may debit any Sub-Merchant bank account(s) for any reason permitted in this Agreement. Unless otherwise agreed in writing by Payrix, Transaction settlement shall be by ACH to the Sub-Merchant's bank account(s).

14. Sub-Merchant Transaction Disclosure and Privacy Policy

Sub-Merchant must not: (i) Require a Customer to complete a postcard or similar device that includes the Customer's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) Add any tax to Transactions, unless applicable law expressly requires that Sub-Merchant be permitted to impose a tax. Any tax amount, if allowed, must be included in the Transaction amount and not collected separately; (iii) Assess a surcharge to Transactions, except as expressly permitted by, and in full compliance with the Rules; (iv) Request or use a card account number for any purpose other than as payment for its goods or services; (v) Disburse funds in the form of travelers cheques, if the sole purpose is to allow the Customer to make a cash purchase of Products from Sub-Merchant; (vi) Disburse funds in the form of cash, unless the Sub-Merchant is dispensing funds in the form of travelers cheque, TravelMoney cards, or foreign currency. In this case, the Transaction amount is limited to the value of the travelers cheques, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-Merchant; (vii) disburse funds of cash unless Sub-Merchant is participating in full compliance with a program supported by a Payment Network for such cash disbursement; (viii) Enter into interchange or otherwise originate any Transaction for a Transaction that was previously charged back to the Bank and subsequently returned to the Sub-Merchant, irrespective of Customer approval; provided, that Sub-Merchant may re-originate an ACH Transaction up to two times within 180 days if the initial ACH Transaction was returned for insufficient or uncollected funds. Sub-Merchant may pursue payment from the Customer outside the Payrix Services; (ix) Accept a Visa Consumer Credit Card or Commercial Visa Product, issued by a U.S. issuer, to collect or refinance an existing debt; (x) Accept a card to collect or refinance an existing debt that has been deemed uncollectable by the merchant providing the associated goods or services; (x) Enter into interchange a Transaction that represents collection of a dishonored check; (xi) originate an ACH Transaction for a Customer if an ACH Transaction for that Customer has been returned as unauthorized, until a new Authorization is obtained from that Customer; (xii) Change any aspect of what goods or services it sells or how they are sold without prior written consent of Payrix and Bank; (xiii)

Request a Card Verification Value2 ("CVV2") for a card present transaction nor retain or store any portion of the magnetic stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Rules; or (xiv) Submit a transaction that does not result from an act between the Customer and the Sub-Merchant. Sub-Merchant shall post a privacy policy that complies with the Rules and applicable law to its website and shall honor the terms thereof.

15. Reserves

Where deemed necessary or appropriate by Bank or Payrix, Bank shall create a Reserve in order to protect Bank or Payrix from actual or potential liabilities hereunder. The Reserve will be in an amount determined by Payrix in its sole and absolute discretion to cover anticipated chargebacks, returns, unshipped Product and/or unfulfilled services, Reversals, Returns, or other amounts owing by Sub-Merchant hereunder, or credit risk based on Sub-Merchant processing history. The Reserve may be raised, reduced or removed at any time by Bank or Payrix. Where the Reserve is not adequately funded, Sub-Merchant shall pay all amounts requested by Payrix for the Reserve within one (1) business day of a request for such amounts and Bank and Payrix may build the Reserve by off-sets from Transaction settlements or by debiting any bank account of the Sub-Merchant by ACH. Sub-Merchant grants Payrix a security interest in and lien on any and all funds held in any Reserve, and also authorizes Payrix to make any withdrawals or debits from the Reserve, without prior notice to Sub-Merchant, to collect amounts that Sub-Merchant owes Payrix under this Agreement, including without limitation, for any Reversals or other reversals of deposits or transfers. Sub-Merchant will execute any additional documentation required for Payrix to perfect Payrix's security interest in any funds in the Reserve. This security interest survives for as long as Payrix holds funds in Reserve; however, it does not apply to any funds for which the grant of a security interest would be prohibited by law. Sub-Merchant irrevocably assigns to Payrix all rights and legal interests to any interest or other earnings that accrue or are attributable to the Reserve.

16. Customer Data Security and Compliance

If Sub-Merchant collects, stores, uses or discloses any Customer Data, Sub-Merchant shall, and shall cause its Third-Party Servicers to, comply with PCI DSS and all other applicable laws and the Rules relating thereto, and shall certify such compliance when requested by Payrix. Without limiting the foregoing, Sub-Merchant shall comply to the extent applicable with NACHA Rules requiring certain large ACH Transaction originators to render account numbers unreadable when stored at rest electronically. Sub-Merchant shall use only PCI DSS compliant Third-Party Servicers in connection with the storage, processing, or transmission of Customer Data and shall be exclusively liable for any security breaches of its systems or any other PCI DSS violations or violations of other applicable laws or the Rules. Sub-Merchant has exclusive responsibility for security of Customer Data and other information on Sub-Merchant systems or those under its control. Sub-Merchant is aware of and shall comply with all applicable laws, Rules, and regulations in connection with Sub-Merchant collection, security and dissemination of any personal, financial, or transaction information. Without limitation, Sub-Merchant shall maintain policies and procedures to reduce the risk of loss from transactions that may pose significant fraud, regulatory, or legal risk, or may cause reputational damage to Payrix or any third party. Sub-Merchant shall maintain adequate security so as to prevent a breach of Customer Data. In the event of any actual or suspected breach of data in possession or control of Sub-Merchant or one of its Third-Party Servicers, Sub-Merchant shall immediately notify Payrix thereof and also comply with all applicable

laws and Rules concerning the breach. Sub-Merchant shall obtain from each Customer all consents required under the Rules and applicable law for the collection, use, storage and disclosure of any and all information provided by Customers or obtained by Sub-Merchant or its agents or Third Party Servicers under Sub-Merchant's relationship with its Customer or otherwise for use by Payrix, Processor, Bank and all third parties as set forth in this Agreement and that assist in the delivery of the Payrix Services. Sub-Merchant shall indemnify and hold Payrix and Bank harmless from and against any liability arising on account of or in relation to the failure by Sub-Merchant to obtain consents from Customers related to their information or cards. Sub-Merchant expressly consents for Payrix, Processor, Bank and all third parties that assist in the delivery of the Payrix Services to collect, use, store and disclose Payrix information, including that provided in the Application, information concerning Customers, Transactions, and the business of the Sub-Merchant in order to supply the Payrix Services, generate reports, to reduce fraud, provide customer support, create and share aggregated and/or anonymized data concerning Sub-Merchant Customers and Customer Data, and the Payrix Services and assessing the risk associated with the Sub-Merchant. Payment Networks shall have the right to use Sub-Merchant name, address, and internet addresses and Sub-Merchant authorizes Payrix to provide any such Payment Networks with any of Sub-Merchant's information requested by the Payment Network. Payrix reserves the right, at its sole but reasonable discretion, without prior consent of Sub-Merchant, to make reasonable changes to the Payrix Services or implement other risk management controls deemed necessary by Payrix or its suppliers to manage risk. Sub-Merchant shall comply with all such changes.

17. Taxes

Sub-Merchant has the exclusive responsibility to calculate, charge, collect and remit state and other taxes applicable to Product sales. Payrix may have tax reporting responsibilities in connection with the Payrix Services such as an Internal Revenue Service report on Form 1099-K.

18. Refunds and Returns

Sub-Merchant agrees to process returns of and provide refunds and adjustments for Products in accordance with this Agreement and the Rules. The Rules require that Sub-Merchant will: (i) maintain a fair return, cancellation, or adjustment policy; (ii) disclose Sub-Merchant return or cancellation policy to Customers at the time of purchase; (iii) not give cash refunds to a Customer in connection with a payment card sale, unless required by law; and (iv) not accept cash or any other item of value for preparing a payment card sale refund. Sub-Merchant's refund policies must be the same for all payment methods and should specifically include a requirement for prompt payment of refunds in order to limit chargeback risk.

19. Chargeback Liability

The amount of a Card Transaction may be charged back to Sub-Merchant for a variety of reasons under the Payment Network Rules. The amount of an ACH Transaction may be subject to Reversal for wrong dollar amount, wrong account number, duplicate transaction, or other reasons under the NACHA Rules. Sub-Merchant is responsible for all chargebacks and Reversals, whether or not the chargeback or Reversal complies with the Rules. Sub-Merchant shall immediately pay Payrix the amount of all chargeback and related Fees, fines, or penalties assessed by the Bank, Processor, the Payment Networks or any other third party. If Sub-Merchant does not have sufficient funds in its bank account(s) to pay such amounts, Payrix can offset the amounts thereof from other Transaction

amounts owing to Sub-Merchant hereunder, debit the amount by ACH Transaction from the Sub-Merchant's bank account(s) or oblige Sub-Merchant to make immediate payment thereof. If Payrix determines that Sub-Merchant is incurring an excessive amount of chargebacks, Returns or Reversals, Payrix or the Bank may establish controls or conditions governing Sub-Merchant's Account, including without limitation, by: (i) assessing additional Fees; (ii) creating a Reserve in an amount reasonably determined by Payrix; (iii) delaying payment; and (iv) terminating or suspending the Payrix Services or closing the Account. Sub-Merchant shall assist in the investigation of any and all chargebacks, Returns, Reversals and other actual or potential Transaction disputes and shall timely provide such information to Payrix as Payrix may request.

20. Recoupment of Funds Owing to Payrix

Where amounts are owing from Sub-Merchant to Payrix hereunder or under any other Agreement with Payrix or its affiliates, Payrix shall have the right to immediately, without prior consent or notice, offset or debit such amounts from funds: (i) deposited by Sub-Merchant; (ii) due to Sub-Merchant under this Agreement; (iii) held in the Reserve; or (iv) available in Sub-Merchant bank account(s), or other payment instrument registered with the Bank. Sub-Merchant's failure to pay in full amounts that Sub-Merchant owes Payrix on demand will be a breach of this Agreement. Sub-Merchant will be liable for Payrix costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by applicable law. In its discretion, Payrix may make appropriate reports to credit reporting agencies and law enforcement authorities and cooperate with them in any resulting investigation or prosecution. Sub-Merchant hereby expressly agrees that all communication in relation to delinquent Accounts will be made as permitted under this Agreement. Such communication may be made by Payrix or by anyone on its behalf, including but not limited to a third-party collection agent.

21. Escheatment

If there is no activity in an Account for the period of time set forth in the applicable unclaimed property laws, and Sub-Merchant has a credit, Payrix may notify Sub-Merchant by sending an email to Sub-Merchant's registered email address. Payrix may also notify Sub-Merchant by U.S. mail. Payrix will give Sub-Merchant the option of keeping the Account open, withdrawing the funds, or requesting a check. If Sub-Merchant does not respond to Payrix notice within the time period specified in the notice, Payrix may close the Account and Sub-Merchant funds may escheat in accordance with applicable law.

22. Recordkeeping

Sub-Merchant shall have exclusive responsibility for: (i) compiling and retaining permanent records of all Transactions and other data, and (ii) reconciling all Transaction information that is associated with Sub-Merchant's Account. If Sub-Merchant believes that there is an error associated with Sub-Merchant's Account, Sub-Merchant must notify Payrix in writing within 60 days after the suspected error occurred. Sub-Merchant's failure to notify Payrix within such time period will result in Payrix not being responsible for investigating or effecting any requested adjustments as a result of any error. Upon five (5) business days' notice or immediately upon the direction of a Payment Network, a Payment Network, or Payrix at the direction of a Payment Network, may conduct an on-site audit of Sub-Merchant, and Sub-Merchant agrees to cooperate with such audit.

23. Term and Termination

The Agreement shall become effective when it is accepted by both parties hereto and shall terminate as set forth herein. Payrix and Bank have the right to terminate this Agreement at any time for any reason or for no reason. On any termination hereof, Sub-Merchant shall immediately cease using the Payrix Services and the Account. Payrix shall have the right to delete all Account information on any termination hereof, but it also has the right to retain copies thereof for up to five (5) years. Payrix and Bank shall not have any liability to Sub-Merchant resulting from a termination hereof. This Agreement shall terminate immediately if a Payment Network requires Payrix to terminate this Agreement. Sub-Merchant may terminate this Agreement by closing Sub-Merchant's Account at any time. When Sub-Merchant closes the Account, any pending Transactions will be cancelled. Any funds that the Bank is holding in custody for Sub-Merchant at the time of closure, less any applicable Fees and other liabilities of Sub-Merchant, will be paid out to Sub-Merchant according to Sub-Merchant's payment schedule. Bank may also withhold such funds pending investigation of Sub-Merchant Transactions or potential liabilities hereunder. On any termination hereof, Sub-Merchant shall remain liable hereunder for any and all Fees or costs accrued prior to or following termination and any other amounts owed by Sub-Merchant to Payrix, Bank or a Payment Network.

24. Marks/IP

Sub-Merchant may use the trademarks and service marks of Payrix and the Payment Networks (the "Marks") as provided by the Rules and subject to the sole discretion and approval of Payrix. Upon termination of this Agreement, Sub-Merchant agrees that it shall no longer use the Marks or anything similar thereto. Payrix reserves all rights not expressly granted to Sub-Merchant in this Agreement. Payrix owns the title, copyright and other worldwide intellectual property rights in the Payrix Services and all copies of the Payrix Services. This Agreement does not grant Sub-Merchant any rights to Payrix's trademarks or service marks, nor may Sub-Merchant remove, obscure, or alter any of Payrix's trademarks or service marks included in the Payrix Services. All comments and suggestions concerning the Payrix Services provided to Payrix shall be the property of Payrix and Sub-Merchant shall not have any rights therein.

25. Indemnification

Sub-Merchant shall indemnify, defend and hold Payrix, its Processor, Bank, Payment Networks and all third parties that assist in providing the Payrix Services, as well as Customers and their respective employees, directors, and agents harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to: (i) any actual or alleged breach of Sub-Merchant representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of Payrix policies or the Rules; (ii) Sub-Merchant's wrongful or improper use of the Payrix Services; (iii) any Transaction submitted by Sub-Merchant through the Payrix Services (including without limitation the accuracy of any Product information that Sub-Merchant provides or any claim or dispute arising out of Products offered or sold by Sub-Merchant); (iv) Sub-Merchant's violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (v) Sub-Merchant's violation of any applicable law; or (vi) any other party's access and/or use of the Payrix Services with Sub-Merchant's access credentials provided by Sub-Merchant. Any indemnification obligation of

Sub-Merchant arising in connection with this Agreement shall apply to the fullest extent permitted by law. Sub-Merchant agrees to be responsible for transaction losses and amounts, including chargebacks, arising in connection with this Agreement.

Payrix shall indemnify, defend and hold Sub-Merchant and their respective employees, directors, and agents harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to: (i) any actual or alleged breach of Payrix's representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of Payrix's policies or the Rules; (ii) Payrix's violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights. Any indemnification obligation of Payrix arising in connection with this Agreement shall apply to the fullest extent permitted by law.

26. Sub-Merchant Representations

Sub-Merchant represents to Payrix and Bank that: (i) Sub-Merchant is eligible to register and use the Payrix Services and has the authority and capacity to enter into and perform under this Agreement; (ii) the name identified by Sub-Merchant when Sub-Merchant registered is Sub-Merchant name or business name under which Sub-Merchant sells goods and services; (iii) each Transaction submitted or originated by Sub-Merchant shall represent a bona fide sale by Sub-Merchant; (iv) any Transactions submitted by Sub-Merchant will accurately describe the Product sold and delivered to a Customer; (v) each ACH Transaction originated by Sub-Merchant is in accordance with a valid Authorization that complies with all applicable NACHA Rules and that has not been revoked or terminated, the original or a copy of which is held by Sub-Merchant and can be produced upon request; (vi) Sub-Merchant shall fulfill all of Sub-Merchant's obligations to each Customer for which Sub-Merchant submits a Transaction and will resolve any consumer dispute or complaint directly with the Customer; (vii) Sub-Merchant and all Transactions initiated by Sub-Merchant shall comply with all applicable laws and the Rules; (viii) except in the ordinary course of business, no Transaction submitted by Sub-Merchant through the Payrix Services will represent a sale to any will represent a sale to any elected or appointed official of Sub-Merchant; and (ix) Sub-Merchant will not use the Payrix Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Payrix Services.

27. No Warranties

THE PAYRIX SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. USE OF THE PAYRIX SERVICES IS AT SUB-MERCHANT'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PAYRIX SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

28. Limitation of Liability

PAYRIX, ITS PROCESSOR AND BANK SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES. PAYRIX'S, ITS PROCESSOR'S AND BANK'S LIABILITY UNDER THIS AGREEMENT

FOR ANY CLAIM SHALL NOT EXCEED THE GREATER OF TWELVE (12) MONTHS OF FEES PAID BY SUB-MERCHANT TO PAYRIX OR \$100,000. PAYRIX, ITS PROCESSOR AND BANK SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (I) AN ACT OR OMISSION OF SUB-MERCHANT OR ITS AFFILIATES OR ANY CUSTOMER; (II) SUB-MERCHANT USE OF OR SUB-MERCHANT INABILITY TO USE THE PAYRIX SERVICES; (III) DELAYS OR DISRUPTIONS IN THE PAYRIX SERVICES, (IV) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE PAYRIX SERVICES; (V) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE PAYRIX SERVICES; (VI) ACT OR OMISSIONS OF THIRD PARTIES; (VII) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT WITH RESPECT TO SUB-MERCHANT ACCOUNTS; (VIII) PAYRIX'S NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR SUB-MERCHANT'S DIMINISHED ABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THIS AGREEMENT OR PAYRIX'S POLICIES OR PAYRIX SERVICES MADE IN ACCORDANCE WITH THIS AGREEMENT OR APPLICABLE LAW; (IX) BREACHES BY SUB-MERCHANT OF THIS AGREEMENT; (X) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; (XI) ACTS OR OMISSIONS OF THIRD PARTY SERVICES, INCLUDING BUT NOT LIMITED TO THE PLATFORM; OR (XII) BANK, PAYRIX OR ONE OF PAYRIX'S SUPPLIERS ELECTING TO SUSPEND PROVIDING PAYRIX SERVICES IN RESPECT OF SUB-MERCHANT OR A CUSTOMER ON THE BASIS OF ITS LEGAL, COMPLIANCE, OR RISK POLICIES.

29. Direct Merchant Status

Certain Payment Networks may require that Sub-Merchant enter into a direct contractual relationship with the Bank if certain criteria are met. These criteria are met if the Sub-Merchant processes more than \$1,000,000 in payment transactions through Visa or MasterCard in a twelve-month period. If this happens, Sub-Merchant will immediately become bound by Processor's then current direct merchant agreement, the current version of which is set forth at <https://portal.payrix.com/terms>, (the "Direct Merchant Agreement") whereby in such Direct Merchant Agreement, Sub-Merchant may be referred to as Merchant and be party to the Direct Merchant Agreement along with the Processor and the Member Bank(s) listed in the Direct Merchant Agreement. If Sub-Merchant becomes bound by the Direct Merchant Agreement, the Member Bank providing Transaction settlement funds into Sub-Merchant's bank account(s) will be the acquirer with regard to those Transactions. Full contact information for each Member Bank is set out in the Direct Merchant Agreement. Additionally, in the event Sub-Merchant is participating in certain business categories and has Charge Volume in excess of (1) \$1,000,000 in a rolling twelve-month period, or (2) \$100,000 in any three consecutive months ("High CV Merchant"), American Express may convert Sub-Merchant to a direct Card acceptance relationship. Upon conversion, Sub-Merchant will be bound by American Express' then-current Card Acceptance Agreement and corresponding pricing and fees. Sub-Merchant shall comply with the Rules, including those posted at the following sites and are incorporated herein by reference: usa.visa.com, www.mastercard.com, www.americanexpress.com and www.discover.com. In the event of any inconsistency or conflict between any provision of this Agreement and the Rules, the Rules shall govern. Sub-Merchant agrees to comply with the specific requirements set forth in the American Express Program requirements set forth below in these terms and conditions, regardless of the amount of American Express charge volume.

30. Sub-Merchant Obligations with Respect to ACH Transactions

Sub-Merchant shall be primarily liable to Payrix for any credit entries originated and for any debit entries returned or reversed. In addition to its other obligations hereunder with respect to Transactions, Sub-Merchant agrees as follows with respect to ACH Transactions:

(i) Sub-Merchant shall prepare and submit all electronic entries to Payrix in accordance with the terms, conditions and specifications set forth herein and as Payrix may specify from time to time. Sub-Merchant shall not cancel or amend any entry after its submission to Payrix other than as permitted by Payrix in Payrix's sole discretion.

(ii) Sub-Merchant shall comply at all times with all data security rules promulgated by NACHA. Without limiting the foregoing, Sub-Merchant shall transmit all entries via a secured electronic network or via a commercially reasonable security technology acceptable to Payrix and compliant with the NACHA Rules. Sub-Merchant shall (a) establish, maintain, and update commercially reasonable security measures to maintain the confidentiality of Customers' account numbers, routing numbers, non-public personally identifiable information, and sales information and (b) maintain processes and procedures to protect against unauthorized transactions and network infections and to verify the identity of routing numbers and receivers.

(iii) Sub-Merchant shall ensure the correctness, both as to content and form, of all entries and information submitted to Payrix. If any information is not readable, out of balance, or un-processable, Sub-Merchant shall correct and resubmit the information to Payrix. Payrix is not responsible for detecting any errors in the transmission or content of any entries, including duplicate entries. Payrix may reject any entry submitted by Sub-Merchant. In the event that an entry is rejected for any reason, Sub-Merchant shall remake such entry.

(iv) Sub-Merchant shall not originate an ACH Transaction with respect to any Customer until Sub-Merchant has obtained from such Customer an authorization (an "Authorization"), as required by the NACHA Rules and reasonably acceptable to Payrix, to make prearranged debits from the Customer's bank account(s). Such Authorization may be in the form of either (a) a signed written agreement from the Customer, with a copy thereof given to the Customer, or (b) an electronic record compliant with the requirements of the Electronic Signatures in Global and National Commerce Act (E-Sign) and legally binding in the same manner as are hard copy documents executed by hand signatures, with the electronic record capable of retention by print or otherwise. Sub-Merchant shall retain the original or a copy of the Authorization as prescribed in the NACHA Rules and, upon Payrix's request, shall promptly furnish to Payrix an original or a copy of the Authorization. Should Sub-Merchant wish to change the amount or date of billing of an ACH Transaction in respect of any Customer, it shall first obtain a new Authorization.

(v) Sub-Merchant shall at all times comply with the NACHA Rules with respect to each ACH Transaction and agrees to assume the responsibilities, of an "Originator" under the NACHA Rules. Without limiting the foregoing, Sub-Merchant shall comply with NACHA Rules that require all merchants who accept ACH to have "commercially reasonable" processes in place that validate routing numbers and verify that its Customer's bank account is in good standing. In the event that the operating rules of a local or regional clearing house, or the arrangements between Payrix and a depository institution, are more restrictive than the NACHA Rules, Sub-Merchant shall comply with such rules.

(vi) Sub-Merchant shall not originate any entries that violate the laws of the United States. Without limiting the foregoing, Sub-Merchant shall confirm, with respect to each Customer, that U.S. companies are not restricted from doing business with such Customer under rules and regulations of OFAC; and Sub-Merchant shall not originate any Transactions for Customers with respect to which U.S. companies are so restricted.

31. Confidentiality

Unless otherwise required by law, Sub-Merchant shall, and shall cause its Affiliates to, hold in strict confidence at all times following the date hereof all Payrix, Bank and Processor Confidential Information, and neither Sub-Merchant nor any of its Affiliates shall use such Confidential Information for any purpose other than for the performance of Sub-Merchant's duties and obligations hereunder. Payrix acknowledges that Sub-Merchant, as a public entity, may be obligated by federal, state, and local laws to disclose information considered by Payrix, Bank and Processor to be confidential. Sub-Merchant agrees to notify Payrix if disclosure of these terms has been requested or is required. If Sub-Merchant breaches, or threatens to breach, any of the provisions of this section, in addition to any other rights Payrix may have, including a claim for damages, Payrix shall have the right to have the provisions of this section specifically enforced, and Sub-Merchant's breach or threatened breach enjoined, by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by Sub-Merchant), it being agreed that any breach or threatened breach of this section would cause irreparable harm to Payrix in that money damages would not provide an adequate remedy.

32. Arbitration

Payrix and Sub-Merchant shall settle all disputes relating in any way to this Agreement or arising from or in respect of this Agreement exclusively by binding arbitration with a single arbitrator administered by the American Arbitration Association (www.adr.org) according to this provision and the applicable arbitration rules. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Arbitration shall take place in Missoula County, Montana before a single arbitrator who is a lawyer practicing commercial law. ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND SUB-MERCHANT IS HEREBY WAIVING SUB-MERCHANT'S RIGHTS TO HAVE ANY CLAIMS ARISING HEREUNDER DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST PAYRIX. In the event that Sub-Merchant or Payrix are not able to resolve a Dispute with American Express, or a claim against Payrix or any other entity that American Express has a right to join, the American Express Program requirements set forth below in these terms and conditions will apply.

33. Governing Law

If Sub-Merchant is a government entity, the validity, construction, and performance of this Agreement shall be governed and construed in accordance with the laws of the State in which the Sub-Merchant is located. In all other instances, the validity, construction, and performance of this Agreement shall be governed and construed in accordance with the laws of Delaware, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in Missoula County, Montana shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

34. Limitation on Time to Initiate a Dispute

Unless otherwise required by law, an action or proceeding by Sub-Merchant relating to any dispute or claim by Sub-Merchant hereunder must commence within one year after the cause of action accrues failing which Sub-Merchant foregoes any rights in respect thereof.

35. Amendment of Agreement

Payrix reserves the right to modify the Payrix Services or change or add to the terms of this Agreement or any exhibit, attachment or document linked hereto at any time with electronic notice to Sub-Merchant through the Account, or by such other means as it may select, in a manner and at such time as Payrix deems reasonable. Such changes and additions may be to any of the terms hereof, including but not limited to Fees. If Sub-Merchant continues to process Transactions after actual or constructive notice of change(s) and/or addition(s) by Payrix, Sub-Merchant will be deemed to have accepted the change(s) and/or addition(s). This Agreement may also be amended by written agreement between the parties hereto.

36. Independent Contractors

The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors. Sub-Merchant is responsible for ensuring compliance of its employees and agents with the terms of this Agreement. Further, Sub-Merchant is responsible for the actions of its employees and agents.

37. Reserved

38. Assignment

The Sub-Merchant may not assign or otherwise transfer any or all of its rights or obligations under this Agreement without Payrix's prior written consent, and any assignment without such prior written consent will be null and void. Payrix and Bank may assign any of its rights or obligations hereunder to a third party on electronic notice to Sub-Merchant through the Account.

39. Electronic Signatures, Notices and Electronic Communication

When provided to Sub-Merchant for execution in electronic form, this Agreement and all related electronic documents, shall be governed by the provisions of the Electronic Signatures in Global and National Commerce Act. By pressing Submit, Accept or I Agree, Sub-Merchant agrees (i) that the Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Agreement and related documents, (iii) that Sub-Merchant has the ability to print or otherwise store the Agreement and related documents, and (iv) to authorize Payrix to conduct an investigation of Sub-Merchant's credit history and that of its principals with various credit reporting and credit bureau agencies for the sole purpose of determining acceptance of this Agreement and ongoing performance hereunder as described in Sections 5 and 10 of these terms and conditions to the Agreement. Sub-Merchant agrees to receive all communication under this Agreement by electronic means (which may also be by phone and may be made by Payrix or by anyone on its behalf), including but not limited to communications regarding agreements and policies, such as this Agreement and Payrix's

privacy policy. Sub-Merchant shall make sure that its primary email address is up to date in the Account, and it shall check that email periodically and not less than once per week. In the event that any email from Payrix or other communication is blocked by a spam filter or other issue outside of the control of Payrix, Sub-Merchant shall be deemed to have received the communication all the same. All notices and other communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be sent by electronic mail to the following addresses, if to Payrix, support@payrix.com, and if to Sub-Merchant, to the e-mail address indicated on the Account. Any notice sent in accordance with this section shall be effective upon transmission and electronic confirmation of receipt, or if transmitted and received on a non-business day, on the first business day following transmission and electronic confirmation of receipt. Any notice of default of Payrix sent to Payrix shall also be sent by courier to the address of Payrix appearing on the Site with proof of delivery. Without limiting any other rights of Payrix, Sub-Merchant acknowledges and agrees that Payrix may provide and/or issue invoices and notices related to the Agreement through Platform.

40. Whole Agreement; No Waiver; Severability

No failure, delay of forbearance of either party in exercising any power or right hereunder will in any way restrict or diminish such party's rights and powers under this Agreement or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and the unenforceable provision shall be enforced to the maximum extent permissible under law. Nothing in this Agreement shall be construed or be deemed to create any rights or remedies in or for the benefit of any third party.

41. Survival

Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement. For greater certainty but without limitation, the indemnification, limitation of liability and confidentiality clauses shall survive termination hereof.

42. Special Association Considerations

There are a few special rules regarding your participation in the Discover and American Express Card programs.

A. Discover. Payrix has no liability for not processing or settling a retained Discover merchant's Discover Cards (as defined by Discover).

B. American Express. The following terms apply only to Sub-Merchant's American Express Program (see the American Express Merchant Operating Guide, which can be located at <http://www.americanexpress.com/merchantopguide> for capitalized terms).

i. Exchange of Information. Sub-Merchant authorizes Payrix to exchange transaction and settlement information with American Express on Sub-Merchant's behalf.

ii. American Express Program Terms. Sub-Merchant agrees to comply with the American Express Program terms provided in the Rules Summary, and the American Express Merchant Operating Guide, which can be located at <http://www.americanexpress.com/merchantopguide>.

iii. Disclosure and Use of Information. Payrix may disclose Transaction Data, Sub-Merchant Data, and other information about Sub-Merchant to

American Express. American Express may use the disclosed information for any lawful business purpose.

iv. Direct Card Acceptance. In the event Sub-Merchant Charge Volume exceeds (1) \$1,000,000 in a rolling twelve-month period, or (2) \$100,000 in any three consecutive months ("High CV Merchant"), American Express may convert Sub-Merchant to a direct Card acceptance relationship. Upon conversion, Sub-Merchant will be bound by American Express' then-current Card Acceptance Agreement and corresponding pricing and fees.

v. Bona Fide Sales, Encumbrances, Assignment. Sub-Merchant shall only sell bona fide goods and services at its establishment(s). Sub-Merchant Card transactions shall be free of liens, claims, and encumbrances, other than ordinary Card tax. Additionally, Sub-Merchant shall not assign any payments it is due under the Agreement to a third party. However, Sub-Merchant may sell and assign future transaction receivables to Payrix or Payrix's affiliated entities and/or any other cash advance funding source Payrix (or its affiliates) partner with.

vi. Third Party Beneficiary. This Agreement confers third party beneficiary rights in American Express for enforcing terms against Sub-Merchant. It imposes no obligations on American Express.

vii. Opting Out. Sub-Merchant may opt out of accepting American Express Cards in writing without affecting Sub-Merchant's rights to accept other payment products.

viii. Termination. Payrix may terminate Sub-Merchant's right to accept American Express Cards if: (i) Sub-Merchant breaches the Agreement; (ii) American Express instructs Payrix to do so; or (iii) Sub-Merchant engages in fraudulent or any other activity justifying termination.

ix. Right to Bill and Collect Chargebacks. Sub-Merchant may not bill or collect from any American Express cardholder for any purchase or payment on the Card unless chargeback has been exercised, Sub-Merchant has fully paid for the charge, and Sub-Merchant otherwise has the right to do so.

x. Removal of Licensed Marks. Sub-Merchant agrees to remove any American Express Licensed Marks from its website or any other location when its participation in the Program ends.

xi. Refund Policies. Sub-Merchant agrees that its refund policies for purchases on the Card must be at least as favorable as its refund policy for purchase on any other payment product and the refund policy be disclosed to Card Members at the time of purchase and in compliance with applicable laws.

xii. Participation under American Express Program or EA Program. If Sub-Merchant does not participate in the American Express Program or EA Program, Payrix will have no liability for not processing or settling Sub-Merchant's American Express transactions. Further, American Express cards will not be included in the definition of Cards.

43. Glossary

"ACH" means the Automated Clearing House.

"ACH Transaction" means any ACH transaction originated by or on behalf of Sub-Merchant, conducted pursuant to the NACHA Rules and utilizing Payrix Services.

"Account" means a unique and private account (sometimes generally known as a merchant account or MID) provided by Payrix to Sub-

Merchant accessible through the Payrix Services and in all instances subject to the terms and conditions of the Agreement.

"Affiliate" means, with respect to any party, any corporation, company, partnership, or other entity which is directly or indirectly controlled by such party or is directly or indirectly controlled by a person or entity that is the same as that which controls the party. For the purposes of this definition, control shall mean ownership of half or more of the voting interests in an entity.

"Agreement" means this Payrix Sub-Merchant Agreement between Payrix and Sub-Merchant, as the same may hereafter be amended, concerning the delivery and receipt of Payrix Services.

"American Express" means American Express Travel Related Services Company Inc.

"Application" or "Sign-Up Form" means an electronic or paper form completed with input from the Sub-Merchant in relation to entering into the Agreement and procuring the Payrix Services and which includes a Fee Schedule setting forth the Fees, which shall form a part of the Agreement and constitutes representations by the Sub-Merchant hereunder.

"Bank" means a member of a Payment Network that has sponsored Payrix as a payment services provider, payment facilitator or otherwise to supply the Payrix Services and that acquires Transaction funds through Payment Networks.

"Card Transaction" means any transaction, other than an ACH Transaction, originated by or on behalf of Sub-Merchant, that is processed through a Payment Network and conducted utilizing Payrix Services.

"Confidential Information" means all non-public, proprietary data or information of any party hereto which is valuable to the operation of such party's business and is treated by such party as confidential. Confidential Information of a party MAY NOT include the identity of any vendor, client, customer, supplier or business contact of the other party, the fact that the other party has, or is trying to enter into, a business relationship with such third party, or the nature of the business relationship with such third party.

"Content" means any material and/or data obtained by Sub-Merchant from or through the Payrix Services.

"Customer" means a client, customer, or donor of Sub-Merchant.

"Customer Data" means information associated with a payment card, such as account number, expiration date, track-2 data, and CVV2; information associated with a Customer's bank account(s), including, without limitation, account numbers and bank routing numbers; and other information associated with a Customer's Transactions.

"Discover" means Discover Financial Services, Inc.

"FCRA" means the Federal Fair Credit Reporting Act as amended (FCRA), 15 U.S.C. 1681 and following.

"Equipment" means equipment provided to Sub-Merchant by Payrix or its suppliers, including Platform, and includes imprinters, authorization terminals and other similar devices, printers, software, and credit card authenticators.

"Fees" means the fees of Payrix for which Sub-Merchant is liable in exchange for the Payrix Services, including, but not limited to, any rental, purchase, or license of terminals, equipment, software, supplies, or other services or products provided by Payrix. Fees are set out in the

Application. Fees may be amended in accordance with this Agreement. Fees may also change, in accordance with this Agreement, if Payment Networks or other third parties impose additional fees on Payrix for the supply of the Payrix Services or on amendments to applicable law that require Payrix to amend the Fees.

"Guarantor" means any Person guaranteeing the Payrix obligations, either as indicated on the Application or otherwise.

"Mastercard" means Mastercard International Incorporated.\

"NACHA" means the National Automated Clearinghouse Association.

"NACHA Rules" means operating rules and guidelines promulgated by NACHA and governing ACH Transactions or the related activities of parties involved in ACH Transactions, as amended, or modified from time to time.

"Payment Network" means Visa, Mastercard, Discover, American Express, NACHA and such other payment networks as Payrix indicates are compatible with the Payrix Services.

"Payment Network Rules" means, collectively, the by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the PCI DSS, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by any Payment Network or other private or public association or organization, applicable to the Payrix Services and Card Transactions or the related activities of parties involved in Card Transactions, as amended or modified from time to time. Payment Network Rules do not include the NACHA Rules.

"Payrix" means Payrix Solutions, LLC and its successors and assigns.

"Payrix Services" means the payment processing services of Payrix and its processor and acquiring bank, the Site, any software, programs, services, documentation, tools, hardware, internet-based services, and components thereto provided directly or indirectly to Sub-Merchant by Payrix.

"PCI DSS" means the Payment Card Industry Data Security Standards, as they may be amended or modified from time to time.

"Penalties" means any and all fines, charges, penalties, assessments, late submission charges and all other costs, expenses and indebtedness levied by a Payment Network, card issuer, NACHA, other regulatory authority or other third party that are assessed against, likely to be assessed against, charged to, likely to be charged to, incurred by (directly or indirectly) or otherwise paid by, Payrix to the extent attributable to, arising out of, or related to Sub-Merchant's (i) Transactions or business, or (ii) breach or alleged breach of any provision in this Agreement.

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators, or other legal representatives of an individual in such capacity.

"Platform" means any third-party utilized by Payrix to administer and service the Account of Sub-Merchant.

"Platform Fees" are those fees occurring in connection with Sub-Merchant's use of a Platform.

"Processor" means a payment processor that has contracted with Payrix to assist Payrix in delivering the Payrix Services. Payrix currently uses two processors: FIS with an address of 8500 Governors Hill Drive, Mail Drop 1GH1Y1, Symmes Township, OH 45249-1384 and Wells Fargo Merchant Services with an address of PO Box 6079, Concord, CA 94524.

"Product" means any product or service offered for sale or sold by Sub-Merchant.

"Prohibited Activity" means any activity deemed to be prohibited by Payrix, the Processor or the Bank, as communicated to Sub-Merchant from time to time. For the current list of Prohibited Activities, see attached Prohibited Activity Schedule.

"Reserve" means a reserve account established and maintained to protect by Bank or Payrix from actual or potential liabilities under the Agreement.

"Return" means the return of an Transaction entry, unpaid, for various reasons including non-sufficient funds, uncollected funds, stop payment, account closed, or unauthorized.

"Reversal" means the reversal of an erroneous ACH Transaction entry for various reasons including incorrect account number or type, incorrect amount, or duplicate transaction.

"Rules" means the Payment Network Rules and the NACHA Rules.

"Service Delivery Process" means Payrix's then standard methods of communication, service, and support, including but not limited to communication via an online Sub-Merchant portal, email communication, statement notices, other written communications, etc.

"Site" means www.payrix.com.

"Sub-Merchant" means the Person accepting the Agreement and receiving Payrix Services thereunder.

"Third Party Sender" has the meaning assigned to such term in the NACHA Rules and includes a third-party service provider that acts as an intermediary in transmitting ACH Transaction entries between an originator (in this case, Sub-Merchant) and a financial institution, acting on behalf of the originator.

"Third Party Servicer" means a third party that provides a product or service that Sub-Merchant wishes to procure which product or service may or may not be compatible or integrated with the Payrix Services.

"Transaction" means an ACH Transaction, or a Card Transaction originated by or on behalf of Sub-Merchant conducted utilizing any of the Payrix Services.

"Visa" means Visa U.S.A., Inc., Visa International.

PROHIBITED ACTIVITY SCHEDULE

"Prohibited Activity" means any adult content; airlines, including charter airlines; alimony, child support, or other court-ordered payments; bidding fee auctions, including penny auctions; brand or reputation damaging, potential or otherwise, including bestiality, child pornography, escort services, mail order brides, and occult; buyers' clubs, discount clubs or membership clubs; check cashing, or payment for a dishonored check or for an item deemed uncollectible by another merchant; computer repair or maintenance services; commodity trading or security trading; cruise lines; credit counseling or credit repair agencies; credit protection or identity theft protection services; counterfeit or possibly counterfeit goods, or products that infringe on the intellectual property rights of others; debt

collection, consolidation, or reduction services; deceptive, unfair, predatory products, services or activities, or prohibited by the card payment networks; digital currency; discount medical or dental plans including discount insurance; discount coupon merchants or online sites; distressed property sales and marketing; door to door sales; drugs, alcohol, or drug paraphernalia, pseudo-pharmaceuticals, substances designed to mimic illegal drugs, or items that may represent them; factoring, liquidators, bailiffs, bail bondsmen; financial services or instruments, such as cash advances, bill payment, loans or loan payments, money orders, money transfers, prepaid cards, wire transfers, or sales of money orders or foreign currency; gambling or betting, including lottery tickets, casino gaming chips, off-track betting, sports forecasting or odds making, fantasy football, memberships on gambling-related internet sites and wagers at races, contests, sweepstakes, and offering prizes as an inducement to purchase goods or services; hate, violence, racial intolerance, or the financial exploitation of a crime; high interest rate non-bank consumer lending including payday lending and title loans; infomercial merchants; internet pharmacies or pharmacy referral sites; inbound or outbound telemarketing businesses including lead generation businesses; investment or "get rich quick" merchants, businesses or programs; licensed or franchised goods or services, such as apple products; marijuana dispensaries and related products or services; marketing activities involving "pay only for shipping" and/or "free trial" periods; medical equipment; multi-level marketing businesses, pyramid or Ponzi schemes; merchants offering special incentives; negative option, renewal, or continuity subscription practices; obscene or pornographic items; pawn shops; pharmaceuticals, including medical marijuana; prepaid phone cards or phone services; prostitution, escort services, massage parlors, and other potentially sexually related services; real estate or motor vehicle sales; rebate or upsell programs; scrip-dispensing terminal; selling of mobile minutes; selling or sales of social media activity; stored value or quasi-cash; timeshares, timeshare resales and related marketing; tobacco, cigarettes, or e-cigarettes; unlawful activities or items, or activities or items that encourage, promote, facilitate or instruct others regarding the same; violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same; virtual currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exist in the virtual world; weapons, including replicas and collectible items, or ammunition or other accessories; weight loss programs; if merchant falls within the following exclusions, merchant will not accept the American Express card; equities (including stocks, bonds, or any other ownership position in a corporation); goods or services to be delivered more than two (2) months in the future, with an intention of gaining return on investment; internet auctions; political parties; telecommunications (including wireless, cable and internet); travel industry (including car rental, lodging, and other travel tour operators); in addition, merchant may not use the service for; impersonating any person or entity or falsely claiming an affiliation with any person or entity; collecting, or attempting to collect, personal information about merchants or third parties without their consent, or using such information except as necessary to use the service; sending unsolicited offers, advertisements, proposals, or junk mail or spam to others. this includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation materials, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signature; accepting payments for goods or services provided by someone other than merchant; providing merchant itself or others with a cash advance from a credit card; any illegal purpose, or violating any local, state, national, or international law, statute, or regulation, including, without limitation, laws governing intellectual property, taxation, and data collection and privacy; defaming, harassing,

abusing, threatening, or defrauding others; posting, transmitting, or distributing content that is false, misleading, unlawful, obscene, indecent, lewd, pornographic, hateful, abusive, inflammatory, or that violates the rights of others (including rights of publicity or privacy); damaging, disabling, overburdening, or impairing Company, including without limitation, using the service in an automated manner; interfering with another merchant's enjoyment of the service, by any means, including by uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code; competing with Company or Company's business partners; sending or receiving what Company considers to be funds for something that may have resulted from fraud or other illegal behavior; abusing the payment card system or violating the rules, in the reasonable opinion of the card payment networks or Company; operating outside the united states; acting as a money services business or money transmitter; transferring funds between bank accounts held in the same name; creating an account that is linked to another account that has engaged in any of the foregoing activities. Company may use evidence other than merchant account information to determine whether merchant control an account in someone else's name, including but not limited to internet protocol addresses, common business names, phone numbers, and mailing addresses; or any activity deemed by Company to be unauthorized, illegal, or criminal.

What is LINQ Pay

LINQ Pay is our new, in-house payment engine technology. This technology powers our payment processing and provides payment functions such as payment method support, refunds and payouts. LINQ Pay runs behind the scenes and is largely comprised of secure API technology which allows us to integrate with our other products such as LINQ Connect and any others that have payment abilities within them.

LINQ Pay is our go forward solution for payment processing which means we are dissolving our existing relationship and integration with Chase. See below for more details.

What is the difference between LINQ Pay and LINQ Connect?

LINQ Connect is a family-facing solution that provides access to pay for fees and meals (with more coming in the future). LINQ Pay does not have a front-end user experience, it works behind the scenes. LINQ Connect is integrated with LINQ Pay to process the payments that parents and guardians make in LINQ Connect.

What are the new features?

With the introduction of LINQ Pay, our goal is to improve the payment processing experience from start to end. Onboarding timelines have been dramatically reduced, providing faster account validation options and a self-serve application process with document upload.

The LINQ Pay Portal is an exciting new feature that provides districts with the requested ability to have full transparency into their payment data and disputes while also providing insight into revenue analytics.

I currently use Chase with LINQ Connect, what does this mean for me?

Existing Chase customers will move from processing with Chase to processing with LINQ Pay. Customers will need to sign the updated LINQ Connect Service Agreement; once that happens, we'll be able to create a LINQ Pay MID for them. The LINQ Pay MID will be established to use the same banking information that was provided and used with Chase. Customers should not experience a gap in service once LINQ Pay is enabled and Chase is disabled.

Is there a cost associated with using LINQ Pay?

Payment fees charged in LINQ Connect cover the processing costs for LINQ. These fees can be paid by the district or passed on to the parent as part of the payment process. Payment fees are as follows:

- Credit card payments: 3.95% of transaction total with a minimum fee of \$2.85
- E-check payments: \$1.85 per transaction

While the processing costs are covered by the payment fees, LINQ has waived the software fees associated with LINQ Pay's advanced reporting and management system for the first year.

Will I still be able to do my monthly reconciliation using the reports I run in Titan/LINQ Nutrition?

Yes, you can continue to use Titan/LINQ Nutrition and LINQ Connect in the same way. You can now include reports from the LINQ Pay Portal to enhance your reconciliation process, if you wish.

Is the refund policy changing?

Our refund policy will not change with the launch of LINQ Pay. As a reminder, the payment fees charged to facilitate the payment are not refundable unless LINQ is unable to successfully process the payment and apply the update to the student's account balance. The policies are available in LINQ Connect for customers when they register or when they are signed in and checking out.

What is the refund policy?

For reference, the policy is as follows:

"If you are not satisfied with any good or service purchased using the Services, you agree to resolve the issue exclusively with the School or third-party that provided the good or service. You agree that you will not seek and are not entitled to a refund of any amount from LINQ. If you would like a refund of any kind from the School, you must contact the School directly. Refund policies may vary by the School and cannot be controlled by LINQ.

Unless otherwise stated, all payments for activities, events, and tickets are non-refundable. You may contact the School or third-party seller to inquire about any changes to the schedule, postponement, cancellation, or possible refund from the School or third-party seller.

LINQ's Fees are not refundable, and you agree that you will not seek and are not entitled to a full or partial refund of any Fee. LINQ provides a service that is fulfilled when we process or attempt to process your payment request, whether one-time or a recurring basis. Once a payment request is fulfilled and a notice is sent to the indicated School, LINQ's obligation has been fulfilled."

How do I access the portal?

<https://pay.linq.com/>

Can a current Linq Connect customer using Chase use Linq Pay too?

No. Our partnership with Chase and payment integration is being dissolved. All customers on Chase will need to move to Linq Pay before the end of 2024.

How long does it take to onboard?

Districts can be onboarded in as little as a few minutes when using the Plaid account verification on the onboarding application. This is an integrated option that allows customers to sign into their bank account, verifying ownership. If a district chooses to use a voided check and a bank letter, onboarding will be completed within a business day or two. These timelines do not include scenarios in which more risk review is required.

What is the deposit schedule for Linq Pay?

Payouts are scheduled to trigger on a daily basis.

Daily batch cut-off is 9:30 PM ET

Withdrawal/Payout to the merchant's bank account is generated 6:30 PM ET the following day. The funds are available in the merchant's bank account on the third day, depending on merchant's bank, weekends, holidays. Standard ACH funding timing is 5 business days, this ensures that the funds are fully funded before dispersing.

Credit Card Funding Schedule

Transaction Day (before 9:30 pm ET)	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Deposit day	Wed	Thurs	Fri	Mon	Tues	Tues	Tues
After 9:30 pm ET	Thurs	Fri	Mon	Tues	Wed	Wed	Wed

What will happen to existing customers' saved payment data for parents?

Nothing will change for parents that have stored payment methods to their Linq Connect account! Any established recurring payments will process as scheduled and parents will continue to see their stored methods in the app and online.

Because Linq Pay is a behind-the-scenes piece of the payment processing, parents won't be impacted by the release.

Is Apple Pay supported?

We are excited to say that we plan to offer Apple Pay with LINQ Pay. This feature will not be immediately available upon launch but is planned to be supported.

What is the originating ACH funding ID?

Funding IDs - Send the following funding IDs to your bank in order to have whitelist disbursements (ACH Payouts) to your account:

- 1310281170 (Fifth Third Bank-Direct)
- 1043575881



PCSS Board Agenda Request

Date: October 3rd, 2024

Department: Data / Testing

Person Submitting: Jason Stickler

Account Number (if appropriate): N / A

Check one:

Backup included (TISA Accountability Report)

Backup to follow

Statement to be included in Board Agenda Packet:

- **Discussion Item**

Presentation and discussion of Putnam County School's TISA Accountability Report for the 2024 – 2025 school year.

received
9-30-24 mjt



Tennessee Investment in Student Achievement

2024-25 Accountability Report Template

The Tennessee Investment in Student Achievement (TISA) public school funding formula marks a significant change in how Tennessee invests in public education. The TISA funding formula updates the way Tennessee funds public education for the first time in over 30 years to empower each student to read proficiently by third grade, prepare each high school graduate for postsecondary success, and provide resources needed for all students to ensure they succeed.

As part of TISA, [T.C.A. § 49-3-112](#) requires each school district, starting in the 2023-24 school year, to submit an annual accountability report to the Tennessee Department of Education (department). This report must include:

- Goals for student achievement
 - One of the goals must include the district's plan to pursue the goal of seventy percent (70%) or more of the district's third grade students to score "met expectations" or "exceeded expectations" on the English Language Arts (ELA) portion of the TCAP tests. This goal must also detail the district's goal to increase 3rd grade ELA proficiency rates by 15% of the gap over the next three years (starting with the 2022-23 TCAP results) to achieve the district's stated goal of at least 70% of 3rd grade students proficient in ELA.¹
- Explanation how the district's stated goals can be met within the district's budget.
- For reports submitted **starting in the 2024-25** school year, a description of how the district's budget and expenditures from the prior school year enabled the district to make progress toward the stated student achievement goals.

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

Furthermore, each district's TISA accountability report is required to be reviewed annually by the TISA Progress Review Board pursuant to [T.C.A. § 49-3-114](#) to determine whether the school district is taking the proper steps to achieve their stated goal.

This template is intended to assist districts in submitting their accountability reports to the department.

For questions, please review the TISA Accountability Report Guidance document or contact tnedu.funding@tn.gov

Completed reports should be submitted in ePlan by **November 1, 2024**.

¹ T.C.A. § 49-3-114 requires the TISA Progress Review Board to review district TISA accountability reports and set a district's minimum goal to increase the district's 3rd grade proficiency by 15% of the gap to 70% in 3 years, starting with the 2022-23 TCAP results. This does not apply to districts who have 70% or more of 3rd grade students proficient in ELA.

DISTRICT INFORMATION

District Name		Putnam County Schools
Director of Schools Name		Corby King
District Point of Contact for TISA Accountability Report	Name	Jason Stickler
	Phone Number	931-526-9777
	Email Address	jason.stickler@pcsstn.com
Percent of 3 rd grade students who scored proficient (“met expectations” or “exceeded expectations”) on the English Language Arts (ELA) portion of the most recent spring TCAP		42.9% (2022 – 2023 Baseline TISA Data)

DISTRICT GOAL STATEMENT(S)

Goal Statement 1: 3 rd Grade ELA Proficiency ²	70% of students will score proficient on the 3 rd grade ELA TCAP by Spring 2035.
Goal Statement 2:	52.57% of students will score proficient on the 3 rd grade Math TCAP by Spring 2026 (Ultimately closing 15% of the achievement gap to 70% in 3 years).
Goal Statement 3:	Increase the District's ACT “Yearly Average” Composite to 21 by the year 2027.
Goal Statement 4:	N/A
Goal Statement 5:	N/A

² **Note:** This is a required goal pursuant to T.C.A. § 49-3-112 and must include 70% or more of 3rd grade students proficient on the ELA TCAP. If your district already has 70% or more of 3rd grade students proficient in ELA, please state a goal that either maintains or increases that proficiency rate.

Goal Statement 1 (3rd grade ELA proficiency):

Year	Annual Outcome Target(s)	Associated Metrics/Data
Year 1: 2023-2024 school year (Use actuals)	Original Target = 44.25% Students Proficient Actual Outcome = 46.9%	Percentage of Students Scoring "Met / Exceeded" on Spring ELA TCAP (as indicated in the stated year's "District Assessment File" located within the TNDOE / Putnam County Accountability Platform).
Year 2: 2024-2025 school year	Original Target = 45.60% Students Proficient Stretch Goal = 48.3%	2022 – 2023 Baseline = 42.9% Year 1 - 3 Increase Goal = 1.35%
Year 3: 2025-2026 school year	Target = 46.96% Students Proficient <i>(Completion of 15% of the 70% Achievement Gap Closure)</i> Stretch Goal = 49.7%	
Year 4: 2026-2027 school year	Target = Updated 24-25' 51.1% Students Proficient	
Year 5: 2027-2028 school year	Target = TBD	
Reflection: Did your district meet its Year 1 outcomes target(s)? How will this impact your action plan for the coming years?	<p>Putnam County Schools met its "Yearly Annual Outcome Target" for Year 1 and Year 2. Putnam County Schools has also worked (and is on target) to close its 15% achievement gap with 46.9% of students reaching proficiency during Year 1.</p> <p>Based upon gains in achievement in Year 1, Putnam County Schools will continue its action plan (outlined within the 2023 – 2024 TISA Accountability Report).</p>	
Prior Year Report: What were the 2-3 major TISA investments you made in the prior year toward this goal? For each, please note the amount expended (rough estimate) and reflections on whether or not the investment contributed to progressing toward the goal or not, and how so.	<p>Professional Development (Estimated Expenditure \$13,296.00): Professional development sessions centered around increasing teachers' and administrators' knowledge of the science of reading (and basic language development in literacy with a focus on the fundamentals of reading and writing). Instructional leaders attended several professional development sessions to increase their knowledge and understanding of effective instructional leader practices. Examples of these sessions included NAEYC (National Association for the Education of Young Children, TN Literacy Association, AYERS Institute (Learning and Innovation), Solution Tree (Instructional Leader Sessions), Learning Forward Conference (Planning, Implementing, and Monitoring effective professional learning). This allowed building and district leaders to offer real-time constructive feedback to teachers (to improve instructional practices within the classroom).</p>	

Goal Statement 1 (3rd grade ELA proficiency):

Rtl Interventionists (Estimated Expenditure **\$443,180.00**): Rtl (Response to Intervention / "Future Ready") is Putnam County Schools' framework for academic student support (provided beyond what students receive in their regular classroom). Students with identified skill gaps in reading (and) or math were provided targeted instruction to close these skill gaps. Trained interventionists worked with students multiple times per week, providing instruction and progress monitoring, helping to ensure that students could access grade-level curriculum standards. Though most of PCSS interventionists were funded through federal allotments, several were funded through TISA dollars to ensure that ample staff were available to meet student needs.

Summer School (Estimated Expenditure **\$1,062,415.00**): Summer School allotments provided needed funding to ensure the successful implementation of Summer School. Student transportation, SRO's, classroom supplies, faculty / staff compensation and instructional curriculum were funded in order to begin and maintain summer programming. Summer programming positively impacted student achievement by reducing academic "summer-slide", helping students to meet 3rd and 4th grade promotion pathways, and by closing academic skill gaps in the areas of reading and math.

ELA Curriculum / Assessment Materials (Estimated Expenditure **\$19,349.00**): The purchase of high-quality instructional ELA materials ensured that students received up-to-date standards-based materials (aligned to updated TNDOE content standards). Annual replacements are necessary to ensure continuation of up-to-date standards-based instruction.

MasteryConnect Benchmark Assessments (Estimated Expenditure **\$75,000.00**): The purchase of MasteryConnect benchmark assessments contributed to Putnam County Schools increase in academic achievement. District, school, and classroom staff were able to analyze real time "predictive" TCAP achievement data in order to make effective instructional modifications. Due to multiple benchmark assessments being provided throughout the year, district and school level staff were able to track instructional effectiveness and its predicted impact on Spring TCAP results.

Action Plan: List detailed action steps or strategies for the 2024-2025 school year to meet your annual target.

Putnam County Schools will utilize General Purpose (TISA) funding to ensure that high-quality instructional materials are available (and are being used with fidelity within applicable PCSS classrooms).

PCSS Instructional Coaches will continue their work to provide instructional support (to help ensure proper implementation of high-quality instructional materials). PCSS will continue to focus on Core Knowledge Language Arts (CKLA) methodology. Training and support sessions will be provided to elementary schools throughout the year (through Professional Learning Communities, Intellectual Prep, and by feedback provided from classroom walk-throughs).

Putnam County Schools will utilize available funds to continue the purchase of professional development to help ensure the effective use of high-quality instructional materials. Professional development sessions will center around increasing teachers' knowledge of the science of reading (and basic language development in literacy with focus on the fundamentals of reading and writing).

Putnam County Schools will utilize General Purpose (TISA) funding to ensure the continuation of high dosage – low ratio tutoring (with the use of a tutoring liaison and placement of trained tutors in elementary schools and in 5th grade).

Putnam County Schools will utilize General Purpose (TISA) funding to ensure that Rtl / "Future Ready" classrooms are staffed with trained interventionists.

Goal Statement 1 (3rd grade ELA proficiency):

	<p>Interventionists will work with students multiple times per week (within the content areas of reading and math) to close essential academic skill gaps needed to access Tier 1 curriculum standards.</p> <p>Summer (Instructional) Programming will be utilized in order to provide students with continued instructional support once the official school year ends. Students will receive both grade level and skill specific instruction in order to close academic achievement gaps (bringing them closer to “on grade level” performance).</p> <p>MasteryConnect Benchmark Assessments will continue to be used throughout the year to track students’ progress towards standards mastery. Instruction will be modified to ensure that students are provided academic support when / where needed. For additional MasteryConnect information, please click here.</p>
<p>Budget Narrative: Describe how your district intends to use their budget to execute the action steps and meet the stated goal.</p>	<p>High Quality Instructional Materials = TISA funding will be used to purchase initial and additional supplies needed to support new and existing faculty (in order to maintain effective implementation of instructional materials). TISA funding may be used to complete regular maintenance of electronic devices and to purchase replacement devices and instructional programs (where needed).</p> <p>Instructional Coaches = Instructional coaches are provided in all grade levels (within the areas of math, ELA, science and social studies). TISA funding will support salary, benefits and travel reimbursements.</p> <p>Professional Development = Professional development aligned with the District’s Strategic Plan, implementation of high-quality instructional materials, behavior / classroom management, and social-emotional learning will be funded through TISA.</p> <p>Tutoring = Tutoring services will be provided in grades K – 5. TISA funding will be used to ensure that Putnam County Schools are meeting student needs and tutoring requirements outlined in state law. Funding will support salary, benefits, professional development, and travel reimbursements.</p> <p>Rti (Response to Intervention) = Putnam County Schools will continue to provide a robust Response to Intervention framework across the district. Interventionists’ salaries, travel, benefits, classroom materials, intervention curriculum, progress monitoring and universal screening platforms, professional development, behavioral framework support, and data tracking platforms will be supported through TISA funding.</p> <p>Summer (Instructional) Programming = Several components of summer programming may be supported by TISA funding including, but not limited to, district leader, building administrator, teacher, and support staff salaries, travel reimbursement, benefits, and training. Funds may also be used to provide bus services, nurse and SRO support, intervention and tutoring support, classroom materials (including summer curriculum and assessment materials), instructional coach support, and student support systems (such as special education, 504 services, behavioral and social-emotional well-being services).</p>

Goal Statement 2: 3rd Grade Math Proficiency Increase:

Year	Annual Outcome Target(s)	Associated Metrics/Data
Year 1: 2023-2024 school year (Use actuals)	Original Target = 50.52% Students Proficient Actual Outcome = 52.7%	Percentage of students scoring "Met / Exceeded" on Spring math TCAP (as indicated in the stated year's "District Assessment File" located within the TNDOE / Putnam County Accountability Platform). 2022 – 2023 Baseline = 49.5% Year 1 - 3 Increase Goal = 1.02%
Year 2: 2024-2025 school year	Original Target = 51.54% Students Proficient <i>Stretch Goal = 53.7%</i>	
Year 3: 2025-2026 school year	Original Target = 52.57% Students Proficient <i>(Completion of 15% of the 70% Achievement Gap Closure)</i> <i>Stretch Goal = 54.7%</i>	
Year 4: 2026-2027 school year	Target = Updated 24-25' 55.7% Students Proficient	
Year 5: 2027-2028 school year	Target = TBD	
Reflection: Did your district meet its Year 1 outcomes target(s)? How will this impact your action plan for the coming years?	Putnam County Schools met both its "Yearly Annual Outcome Target" for Year 1 and Year 2. Putnam County Schools has also worked (and is on target) to close its 15% achievement gap with 52.7% of students reaching proficiency during Year 1. Based upon gains in achievement in Year 1, Putnam County Schools will continue its action plan (outlined within the 2023 – 2024 TISA Accountability Report).	

Goal Statement 2: 3rd Grade Math Proficiency Increase:

Prior Year Report: What were the 2-3 major TISA investments you made in the prior year toward this goal? For each, please note the amount expended (rough estimate) and reflections on whether or not the investment contributed to progressing toward the goal or not, and how so.

Professional Development (Estimated Expenditure **\$13,296.00**): Professional development sessions were centered around increasing teachers' and administrators' knowledge of mathematics instruction. This ensured effective implementation of mathematics curriculum. Instructional leaders attended several professional development sessions to increase their knowledge and understanding of effective instructional leader practices. Examples of these sessions include: NAEYC (National Association for the Education of Young Children, TN Literacy Association, AYERS Institute (Learning and Innovation), Solution Tree (Instructional Leaders), Learning Forward Conference (Planning, implementing, and monitoring effective professional learning). This allowed building and district leaders to offer real-time constructive feedback to teachers (to improve instructional practices within the classroom).

Rtl Interventionists (Estimated Expenditure **\$443,180.00**) Rtl (Response to Intervention / "Future Ready") is Putnam County Schools' framework for academic student support (provided beyond what students receive in their regular classroom). Students with identified skill gaps in reading (and) or math were provided targeted instruction to close these skill gaps. Trained interventionists worked with students, multiple times per week, providing instruction and progress monitoring helping to ensure that students were able to access grade level curriculum standards. Though most of PCSS interventionists were funded through federal allotments, several were funded through TISA dollars to ensure that ample staff were available to meet student needs.

Summer School (Estimated Expenditure **\$1,062,415.00**): Summer School allotments provided needed funding to ensure the successful implementation of Summer School. Student transportation, SRO's, classroom supplies, faculty / staff compensation, and instructional curriculum were funded in order to begin and maintain summer programming. Summer programming positively impacted student achievement by reducing academic "summer-slide", helping students to meet 4th grade promotion pathways, and by closing academic skill gaps in the areas of reading and math.

Math Curriculum Adoption / Purchase (Estimated Expenditure **\$1,300,000.00**): Funds used to finalize purchase of new math curriculum, training, and electronic platform setup. The purchase of high-quality instructional materials in mathematics ensure that students are receiving up-to-date standards-based materials (aligned to updated TNDOE content standards).

MasteryConnect Benchmark Assessments (Estimated Expenditure **\$75,000.00**): The purchase of MasteryConnect benchmark assessments contributed to Putnam County Schools increase in academic achievement. District, school, and classroom staff were able to analyze real time "predictive" TCAP achievement data in order to make effective instructional modifications. Due to multiple benchmark assessments being provided throughout the year, district and school level staff were able to track instructional effectiveness and its predicted impact on Spring TCAP results.

Goal Statement 2: 3rd Grade Math Proficiency Increase:

Action Plan: List detailed action steps or strategies for the 2024-2025 school year to meet your annual target.

Putnam County Schools will utilize General Purpose (TISA) funding to ensure that high-quality instructional materials are available (and are being used with fidelity within applicable PCSS classrooms).

PCSS Instructional Coaches will continue their work to provide instructional support (to help ensure proper implementation of high-quality instructional materials). PCSS will continue to focus on implementing its newly adopted math curriculum. Instructional coaches will work with faculty, staff, and admin to identify skill deficits in the area of mathematics (including, but not limited to, mathematics calculation and mathematics problem solving). Training and support sessions will be provided to elementary schools throughout the year (through Professional Learning Communities, Intellectual Prep, and by feedback provided from classroom walk-throughs).

Putnam County Schools will utilize available funds to continue the purchase of professional development to help ensure the effective use of high-quality instructional materials. Professional development sessions will center around increasing teachers' knowledge on implementing its newly adopted math curriculum and supplemental resources.

Putnam County Schools will utilize General Purpose (TISA) funding to ensure that RtI2 classrooms are staffed with trained interventionists. Interventionists will continue to identify skill deficits in the area of mathematics (including, but not limited to, mathematics calculation and mathematics problem solving).

Summer (Instructional) Programming will be utilized in order to provide students with continued instructional support once the official school year ends. Students will receive both grade level and skill specific instruction in order to close academic achievement gaps (bringing them closer to "on grade level" performance).

MasteryConnect Benchmark Assessments will continue to be used throughout the year to track students' progress towards standards mastery. Instruction will be modified to ensure that students are provided academic support when / where needed. For additional MasteryConnect information, please [click here](#).

Budget Narrative: Describe how your district intends to use their budget to execute the action steps and meet the stated goal.

High Quality Instructional Materials = TISA funding will be used to purchase initial and additional supplies needed to support new and existing faculty (in order to maintain effective implementation of instructional materials). TISA funding may be used to complete regular maintenance of electronic devices and to purchase replacement devices and instructional programs (where needed).

Instructional Coaches = Instructional coaches are provided in all grade levels (within the areas of math, ELA, science and social studies). TISA funding will support salary, benefits, and travel reimbursements.

Professional Development = Professional development aligned with the District's Strategic Plan, implementation of high-quality instructional materials, behavior / classroom management, and social-emotional learning will be funded through TISA.

RtI (Response to Intervention) = Putnam County Schools will continue to provide (through TISA funding) a robust Response to Intervention framework across the district. Interventionists' salaries, travel, benefits, classroom materials, intervention curriculum, progress monitoring and universal screening platforms, professional

Goal Statement 2: 3rd Grade Math Proficiency Increase:

development, behavioral framework support, and data tracking platforms will be supported through TISA funding.

Summer Programming = Several components of summer programming may be supported by TISA funding including (but not limited to) district leader, building administrator, teacher, and support staff salaries, travel reimbursement, benefits, and training. Funds may also be used to provide bus services, nurse and SRO support, intervention and tutoring support, classroom materials (including summer curriculum and assessment materials), instructional coach support, and student support systems (such as special education, 504 services, behavioral and social-emotional well-being support).

Goal Statement 3: District's ACT "Yearly Average" Composite Increase

Year	Annual Outcome Target(s)	Associated Metrics/Data
<p>Year 1: 2023-2024 school year (Use actuals)</p>	<p>Original Target = 20.0 Composite ACT District Average</p> <p>Actual Outcome = 19.15 <i>(Preliminary Data: taken from the PCSS ACT Success Platform)</i></p>	<p>Average District Composite Score (as indicated in the stated year's "District ACT Assessment File" located within the TNDOE / Putnam County Accountability Platform).</p> <p>2022 – 2023 Baseline = 19.5</p> <p>Year 1 - 3 Increase Goal = .5</p> <p>Metrics / Data Source Note: Due to the ACT yearly appeals process, "Actual Outcome" data may change due to appeals process outcome. All changes will be noted within the TISA Accountability Report.</p>
<p>Year 2: 2024-2025 school year</p>	<p>Original Target = 20.5 Composite ACT District Average</p>	
<p>Year 3: 2025-2026 school year</p>	<p>Original Target = 21.0 Composite ACT District Average</p>	
<p>Year 4: 2026-2027 school year</p>	<p>TBD</p>	
<p>Year 5: 2027-2028 school year</p>	<p>TBD</p>	
<p>Reflection: Did your district meet its Year 1 outcomes target(s)? How will this impact your action plan for the coming years?</p>	<p>Putnam County Schools (according to preliminary data) did not meet its "Year 1" goal. Though District ACT appeals have not been finalized, plans are being modified to improve upon ACT preparation.</p>	

Goal Statement 3: District's ACT "Yearly Average" Composite Increase

Prior Year Report: What were the 2-3 major TISA investments you made in the prior year toward this goal? For each, please note the amount expended (rough estimate) and reflections on whether or not the investment contributed to progressing toward the goal or not, and how so.

ACT Prep Facilitators (Estimated Expenditure **\$498,308.00**): PCSS ensured that ACT Prep Facilitator salaries were competitive and that PCSS was able to maintain an ACT Prep staff across the county. ACT Prep Facilitators are contributors to positive results in Putnam County. Face to face instruction and ACT prep allow students to connect personally to their instructor and receive the hands-on support needed to succeed on the ACT.

CERT (Estimated Expenditure **\$50,000.00**): Though funded through federal grant monies, CERT did not positively impact Putnam County's ACT performance. Putnam County Schools will use TISA funding in the following years to provide schools' an ACT test preparation program (to provide students with Act Prep resources, mock test exams, and predictive scoring information). Putnam County Schools had discovered that CERT implementation was unsuccessful at the high school level. According to walk-through data, principal conversations / observations, and the District Assessment Sub-Committee, the CERT platform was not implemented at the high school level as designed. Though the ACT mock assessments were administered; as a district, follow up instruction aligned to ACT was minimal. For additional CERT information, please [click here](#).

Action Plan: List detailed action steps or strategies for the 2024-2025 school year to meet your annual target.

Putnam County Schools will utilize ACT Prep Facilitators to provide instruction on ACT assessment content (ACT Prep Facilitators will also assist students in learning valuable ACT test taking skills).

Putnam County Schools will continue its commitment to implement Professional Learning Communities. District and school PLC's will focus on ensuring the successful implementation of ACT Prep products and will analyze ACT Prep assessment data in order to adjust instructional strategies where / when needed.

Shmoop (ACT Preparation Platform) will be used in all high schools to provide students with ACT Prep resources, mock test exams, and predictive scoring information. Data collected from the Shmoop platform will be used to inform ACT focused instruction and remediation. For additional Shmoop information, please [click here](#).

Continued use of High School ACT "Boot Camp" sessions and ACT preparation classes.

MasteryConnect Benchmark Assessments will continue to be used throughout the year to track students' progress towards standards mastery. Instruction will be modified to ensure that students are provided academic support when / where needed. For additional MasteryConnect information, please [click here](#).

Goal Statement 3: District's ACT "Yearly Average" Composite Increase

Budget Narrative: Describe how your district intends to use their budget to execute the action steps and meet the stated goal.

ACT Prep Facilitators = Face to face instruction and ACT prep allow students to connect personally to their instructor and receive the hands-on support needed to succeed on the ACT. ACT prep facilitators will offer ACT focused instruction and remediation throughout the school year to help students prepare for the ACT.

Shmoop (ACT Preparation Platform) = The Shmoop preparation platform will provide students with ACT Prep resources, mock test exams, and predictive scoring information. Data collected from the Shmoop platform will be used to inform ACT focused instruction and remediation.

Goal Statement 4: N/A

Year	Annual Outcome Target(s)	Associated Metrics/Data
Year 1: 2023-2024 school year (Use actuals)	N/A	N/A
Year 2: 2024-2025 school year	N/A	
Year 3: 2025-2026 school year	N/A	
Year 4: 2026-2027 school year	N/A	
Year 5: 2027-2028 school year	N/A	
<p>Reflection: Did your district meet its Year 1 outcomes target(s)? How will this impact your action plan for the coming years?</p>	N/A	
<p>Prior Year Report: What were the 2-3 major TISA investments you made in the prior year toward this goal? For each, please note the amount expended (rough estimate) and reflections on whether or not the investment contributed to progressing toward the goal or not, and how so.</p>	N/A	

Goal Statement 4: N/A

Action Plan: List detailed action steps or strategies for the 2024-2025 school year to meet your annual target.

N/A

Budget Narrative: Describe how your district intends to use their budget to execute the action steps and meet the stated goal.

N/A

Goal Statement 5:

Year	Annual Outcome Target(s)	Associated Metrics/Data
Year 1: 2023-2024 school year (Use actuals)	N/A	N/A
Year 2: 2024-2025 school year	N/A	
Year 3: 2025-2026 school year	N/A	
Year 4: 2026-2027 school year	N/A	
Year 5: 2027-2028 school year	N/A	
<p>Reflection: Did your district meet its Year 1 outcomes target(s)? How will this impact your action plan for the coming years?</p>	N/A	
<p>Prior Year Report: What were the 2-3 major TISA investments you made in the prior year toward this goal? For each, please note the amount expended (rough estimate) and reflections on whether or not the investment contributed to progressing toward the goal or not, and how so.</p>	N/A	

Goal Statement 5:

Action Plan: List detailed action steps or strategies for the 2024-2025 school year to meet your annual target.

N/A

Budget Narrative: Describe how your district intends to use their budget to execute the action steps and meet the stated goal.

N/A

Public Comment

The TISA accountability report must be presented for public comment to parents, educators, and local community members prior to its submission to the department by November 1.

Date(s) of opportunity for local public comment.	October 4th – October 28th, 2024
Description of public comment opportunities (e.g. collection of written comments, public hearing, local board meeting discussion, etc.)	<p>Completed: Family Engagement Meeting (September 17th, 2024): Participants were introduced to the TISA Accountability Report, Putnam County's Academic Goals, and PCSS's plan for the completion of the 2024 – 2025 TISA Accountability Report, and the plan for submitting public comment.</p> <p>Putnam County Website Posting: October 4th, 2024</p> <p>Community Survey Opportunity: October 4th – October 28th, 2024</p> <p>Putnam County Teaching and Learning (Supervisors) Review and Comment: October 4th – October 28th, 2024</p> <p>Putnam County Schools Faculty and Staff Comment Opportunity: October 4th – October 28th, 2024</p> <p>Board of Education Meeting (Draft Presentation) October 3, 2024: Participants are introduced to the TISA Accountability Report, Putnam County's Academic Goals, and PCSS's plan for the completion of the 2024 – 2025 TISA Accountability Report.</p> <p>Board of Education Meeting (Final Report Approval) November 7th, 2024: Participants are introduced to the final TISA Accountability Report, Putnam County's Academic Goals, public comment summaries.</p>
Summary of public comment received, if any.	TBD
Description of how your district did or did not incorporate public comment received into the final accountability report submission.	TBD



Putnam County Board of Education Agenda Requests

Date _____ 10/3/2024

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay King Construction Group, Inc. in the amount of \$311,201.95 and First Horizon Bank (retainage) in the amount of \$16,379.05 for pay application #2 related to the Avery Trace Middle School Softball Field project to be paid from the Putnam County Bond Issue.

received
09-23-24 mtg 

TO OWNER/CLIENT:
Putnam County (TN) Schools
1400 East Spring St.
Cookeville, Tennessee 38506

PROJECT:
Avery Trace Middle Athletic Fields
230 Raider Dr
Cookeville, Tennessee 38501

APPLICATION NO: 2
INVOICE NO: 2
PERIOD: 09/01/24 - 09/30/24
PROJECT NO: C008-24
CONTRACT DATE: 8/9/2024

FROM CONTRACTOR:
King Construction Group, Inc.
3307 Burgess Falls rd
Cookeville, Tennessee 38506

VIA ARCHITECT/ENGINEER:
Kim Chamberlin (Upland Design Group, Inc.)
362 Industrial Blvd
Crossville, Tennessee 38555

CONTRACT FOR: Avery Trace Middle School Athletic Fields

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	\$1,333,800.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$1,333,800.00
4.	Total completed and stored to date (Column G on detail sheet)	\$752,332.00
5.	Retainage:	
	a. 5.00% of completed work	\$33,998.50
	b. 5.00% of stored material	\$3,618.10
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$37,616.60
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$714,715.40
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$403,513.45
8.	Current payment due:	\$311,201.95
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$619,084.60

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$0.00	\$0.00
Total approved this month:		\$0.00	\$0.00
Totals:		\$0.00	\$0.00
Net change by change orders:		\$0.00	\$0.00

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: King Construction Group, Inc.

By: [Signature] Date: 9/20/24



State of: Tennessee
County of: Putnam
Subscribed and sworn to before me this 20th day of September 2024
Notary Public: Felicia Lack
My commission expires: August 27, 2028

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$311,201.95

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER: UDG, Inc.

By: [Signature] Pres. Date: 9/23/24

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 the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 2
APPLICATION DATE: 9/20/2024
PERIOD: 09/01/24 - 09/30/24

Contract Lines

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
1		General Conditions	\$73,560.00	\$18,390.00	\$18,390.00	\$0.00	\$36,780.00	50.00%	\$36,780.00	\$1,839.00
2		Bonding & Startup Costs	\$42,385.00	\$42,385.00	\$0.00	\$0.00	\$42,385.00	100.00%	\$0.00	\$2,119.25
3		Mobilization	\$38,450.00	\$38,450.00	\$0.00	\$0.00	\$38,450.00	100.00%	\$0.00	\$1,922.50
4		Unsuitable Soil Allowance	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,500.00	\$0.00
5		Contingency Allowance	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00	100.00%	\$0.00	\$5,000.00
6		Demolition	\$26,501.00	\$26,501.00	\$0.00	\$0.00	\$26,501.00	100.00%	\$0.00	\$1,325.05
7		Survey / Layout	\$11,800.00	\$5,000.00	\$2,000.00	\$0.00	\$7,000.00	59.32%	\$4,800.00	\$350.00
8		Sitework / Storm Drainage	\$590,000.00	\$192,000.00	\$141,809.00	\$0.00	\$333,809.00	85.59%	\$56,191.00	\$16,690.45
9		Fencing & Gates	\$68,500.00	\$0.00	\$0.00	\$27,000.00	\$27,000.00	39.42%	\$41,500.00	\$1,350.00
10		Landscaping / Sod	\$129,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$129,700.00	\$0.00
11		Retaining Wall	\$75,025.00	\$75,025.00	\$0.00	\$0.00	\$75,025.00	100.00%	\$0.00	\$3,751.25
12		Exterior Concrete	\$148,219.00	\$0.00	\$16,520.00	\$0.00	\$16,520.00	11.15%	\$131,699.00	\$826.00
13		Masonry	\$78,750.00	\$0.00	\$3,500.00	\$15,000.00	\$18,500.00	23.49%	\$60,250.00	\$925.00
14		Canopies / Dugout Roofs	\$109,989.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$109,989.00	\$0.00
15		Bleachers	\$37,421.00	\$0.00	\$0.00	\$30,362.00	\$30,362.00	81.14%	\$7,059.00	\$1,518.10
TOTALS:			\$1,333,800.00	\$397,751.00	\$282,219.00	\$72,362.00	\$752,332.00	56.41%	\$581,468.00	\$37,616.60

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)			
GRAND TOTALS:			\$1,333,800.00	\$397,751.00	\$282,219.00	\$72,362.00	\$752,332.00	56.41%	\$581,468.00	\$37,616.60



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

Date _____ 10/3/2024
Department Finance
Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of Change Order #1 to the ATMS Athletic Fields contract with King Construction Group, Inc. to increase the contract in the amount of \$50,405.00

received
09-24-24 [signature]



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Avery Trace Middle School Athletic Fields Putnam County, TN	CONTRACT INFORMATION: Contract For: General Construction Date:	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 9/24/24
OWNER: <i>(Name and address)</i> Putnam County Board of Education 1400 East Spring Street Cookeville, TN 38506	ARCHITECT: <i>(Name and address)</i> Upland Design Group, Inc. P. O. Box 1026 362 Industrial Blvd. (38555) Crossville, TN 38557	CONTRACTOR: <i>(Name and address)</i> King Construction Group, Inc. 3307 Burgess Falls Road Cookeville, Tennessee 38506

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 \$100,000.00 from the contingency balance and add \$50,405.00 to the contract amount for the following:

- Convert Doghouse Junction box to Closed Bottom Junction Box at existing storm line tie in.: \$17,280.00
 - Undercut subgrade at new Closed Bottom Junction Box (40 cyds @ \$70/cy): \$2,800.00
 - One additional 8' section of 42" pipe that was to sleeve into existing pipe: \$6,800.00
 - Replace failed 48" RCP from new tie in CB to Ditch at Raider Dr: \$99,025.00
 - Additional 350 cyds of undercut for unsuitable soils at pipe bedding required @ \$70/cyd: \$24,500.00
- Total: \$150,405.00

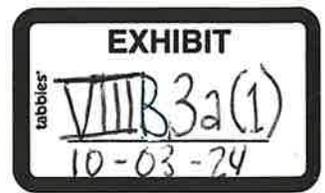
The original Contract Sum was	\$ 1,333,800.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,333,800.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 50,405.00
The new Contract Sum including this Change Order will be	\$ 1,384,205.00

The Contract Time will be increased by Twenty-One (21) days.
The new date of Substantial Completion will be 12/23/24

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.

<u>Upland Design Group, Inc.</u> ARCHITECT <i>(Firm name)</i>	<u>King Construction Group, Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>Putnam County Board of Education</u> OWNER <i>(Firm name)</i>
<hr/> SIGNATURE	<hr/> SIGNATURE	<hr/> SIGNATURE
<u>Kim Allen Chamberlin, President</u> PRINTED NAME AND TITLE	<u>Brian King, President</u> PRINTED NAME AND TITLE	<u>Lynn McHenry, Chairman</u> PRINTED NAME AND TITLE
<hr/> DATE	<hr/> DATE	<hr/> DATE



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

Date _____ 10/3/2024

Department _____ Finance

Person Submitting _____ Mark McReynolds

Account Number (if appropriate) _____

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of Change Order #1 to the Parkview Roof Replacement contract with Southern Roofing to reduce the contract in the amount of \$30,882.

received
09-20-24 mjt 

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
 Roof Replacement
 Park View Elementary School
 Cookeville, Tennessee

CONTRACT INFORMATION:
 Contract For: General Construction

CHANGE ORDER INFORMATION:
 Change Order Number: 001

Date: August 04, 2023

Date: September 19, 2024

OWNER: *(Name and address)*
 Putnam County Board of Education
 1400 East Spring Street
 Cookeville, Tennessee 38506

ARCHITECT: *(Name and address)*
 Richard C. Rinks & Associates, Inc.
 30 North Jefferson Avenue
 Cookeville, Tennessee 38501

CONTRACTOR: *(Name and address)*
 Ragan Construction Company, Inc.
 d/b/a Southern Roofing Co. of TN
 2929 Kraft Drive
 Nashville, Tennessee 37209

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.)

Omit Allowance for unforeseen conditions	- \$60,000.00
Remove and replace deteriorated soffit	+ \$8,380.00
Access, remove and replace damaged plumbing vent and repair CMU wall	+ \$7,560.00
Replace 966 SF of deteriorated wood deck @ \$5.00/SF	+ \$4,830.00
Replace 570 BF of deteriorated wood blocking @ \$4.00/SF	+ \$2,280.00
Replace 328 SF of deteriorated metal deck @ \$18.50/SF	+ \$6,068.00
TOTAL CHANGE ORDER	- \$30,882.00

The original Contract Sum was	\$ 1,650,409.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,650,409.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 30,882.00
The new Contract Sum including this Change Order will be	\$ 1,619,527.00
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be August 15, 2024	

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.

Richard C. Rinks & Associates, Inc. ARCHITECT <i>(Firm name)</i>  SIGNATURE Patrick Rinks, Principal PRINTED NAME AND TITLE 9-19-24 DATE	Southern Roofing Co. of TN CONTRACTOR <i>(Firm name)</i>  SIGNATURE Paul Stigamier, President PRINTED NAME AND TITLE 09/19/2024 DATE	Putnam County Board of Education OWNER <i>(Firm name)</i> SIGNATURE PRINTED NAME AND TITLE DATE
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**Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)**

Date _____ 10/3/2024
Department Finance
Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

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 \$45,712.10 and First National Bank (retainage) in the amount of \$2,405.90 for pay application #12 related to the existing Park View Elementary School Roof Replacement project to be paid from 142 76100 707 933 (ESSER 3.0).

received
09-20-24 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

September 19, 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. 12 in the amount of \$48,118.00 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 \$45,712.10 and deposit \$2,405.90 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

PAGE ONE OF 2 PAGES

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 #: #12

PERIOD TO: 09/30/24

PROJECT NOS: 23-013

CONTRACT DATE: 10/31/23

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input checked="" type="checkbox"/>	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.

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.

1. ORIGINAL CONTRACT SUM	\$ 1,650,409.00
2. Net change by Change Orders	\$ -30,882.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 1,619,527.00
4. TOTAL COMPLETED & STORED TO DATE- (Column G on Continuation Sheet)	\$ 1,594,207.00

5. RETAINAGE:

- a. 5.0% of Completed Work
(Columns D+E on Continuation Sheet) \$ 79,710.35
- b. 10.0% of Stored Material
(Column F on Continuation Sheet) \$

Total in Column 1 of Continuation Sheet	\$ 79,710.35
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 1,514,496.65

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$ 1,468,784.55
8. CURRENT PAYMENT DUE	\$ 45,712.10

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 105,030.35

CONTRACTOR:

[Signature]

By: _____ Date: 9/19/24

State of: TN
County of: Davidson

Subscribed and sworn to before me this 19 day of September 24

Notary Public: *[Signature]*
My Commission expires: 05/08/28



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 \$ 45,712.10

(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.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		-\$30,882.00
TOTALS		-\$30,882.00
NET CHANGES by Change Order		-\$30,882.00

ARCHITECT:

[Signature]

By: _____ Date: 9-19-24

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.