Hamilton County Department of Education
Board Meeting - Quarterly Session
June 20, 2019 5:00 PM
3074 Hickory Valley Road

I. Roll Call
II. **Approval of the Agenda
III. Executive Session - Yes
IV. Pledge to the Flag and Meditation - LaFrederick Thirkill, Principal of Orchard Knob Elementary
V. Exemplars of Excellence
    A. Zavier Chavez - Chattanooga High School Center for Creative Arts - U.S. Presidential Scholar

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**3074 HICKORY VALLEY ROAD**
**CHATTANOOGA, TENNESSEE 37421**

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Dr. Robert Sharpe, Executive Director

DATE: June 20, 2019

RE: Request to recognize Chattanooga High School Center for Creative Arts Student Zavier Chavez

The Hamilton County Department of Education is pleased to recognize Zavier Chavez. Zavier, a senior at the Chattanooga High School Center for Creative Arts, has been announced as one of 161 high school seniors in the 55th class of U.S. Presidential Scholars. These seniors earned the recognition for their accomplishments in academics, the arts and career, and technical education. Chavez was one of only two selected from Tennessee.

Zavier is valedictorian of his graduating class and Senior Class president at CCA. He is active in the arts, studies Jazz music, and is the drummer in the school's Jazz band. He has been accepted to Harvard University in the fall and plans to study to become a lawyer.

The White House Commission on Presidential Scholars selects scholars annually based on their academic success, artistic and technical excellence, essays, school evaluations, and transcripts, as well as evidence of community service, leadership and demonstrated commitment to high ideals.

VI. Delegations

A. Jeanette Omarkhail, HCEA

VII. **Approval of the Consent Agenda

A. Approval of the Minutes of the May 23, 2019 Regular Session

Hamilton County Board of Education
Board Meeting - Regular Session
May 23, 2019 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

DRAFT MINUTES – NOT YET APPROVED BY THE BOARD

**I.** Roll Call
**II.** **Approval of the Agenda
**III.** Executive Session - No
**IV.** Pledge to the Flag and Meditation - Mrs. Haley Brown, Principal of Red Bank Elementary
**V.** Exemplars of Excellence
- **A.** Recognitions
  - **1.** Mini Grant Recognition - Dr. Justin Robertson, Chief Schools Officer and Amanda Torbett, Junior League of Chattanooga
  - **2.** Recognition of Cardio-Pulmonary Resuscitation (CPR) Sponsors - Dr. Marsha Drake, Chief of Equity Office
  - **3.** JROTC Achievements - LTC Bill Brooks, Director JROTC
  - **4.** Recognition of Outgoing Student Board Member, Noah Harris, and Incoming Student Board Member, Jeremiah Taylor
  - **5.** EPB ArtSpark Recognition

**VI.** Delegations
- **A.** Jeanette Omarkhail, HCEA
- **B.** Blake Lovain, Parent - School Safety - Removed. Chose not to speak.

**VII.** Presentations
- **A.** Future Ready 2023 Updates - Effective and Efficient Operations

**VIII.** **Approval of the Consent Agenda
- **A.** Executive Committee Report
- **B.** Approval of the Minutes of the April 18,2019 Regular Session, April 25, 2019 Special Called Session, and May 9, 2019 Special Called Session.
- **C.** Chief Schools Officer - Dr. Justin Robertson
  - **1.** Field Trips
    - **a.** Dr. Larrie Reynolds and Dr. Robert Sharpe – Executive Directors (7)
    - **b.** Dr. Neelie Parker and Dr. John Tharp, Executive Directors (9)
    - **c.** John Maynard, Director of College, Career and Technical Education (2)
    - **d.** Garfield Adams, Director Exceptional Education (2)
    - **e.** Dr. Zac Brown, Director of Secondary Schools-Opportunity Zone (1)
- **D.** Chief Financial Officer - Christie Jordan
  - **1.** Bids/Contracts
  - **2.** Conferences/Consultants
  - **3.** Financial Report
  - **4.** Budget Amendments
    - **a.** Federal Grants and Self-Funded Programs
    - **b.** General Purpose Operating Budget
    - **c.** School Nutrition
  - **5.** Grant Application Requests
    - **a.** UTC – Each One Reach One Program (Funded by TN Higher Ed. Commission for $200,563. See attached. Contact- Justin Robertson.)
    - **b.** Howard Connect – Invention Collaboratory (Funded by Benwood for $100,000. See attached. Contact- Justin Robertson.)

**E.** Chief Business Officer - Brent Goldberg

**1.** Approval of School Fees

**F.** Chief of Equity Office - Dr. Marsha Drake

**1.** Third Quarter Bullying Prevention Compliance Report - Karen Glenn, STARS/Safe Learning

**G.** Chief Talent Officer - Keith Fogleman/Chief Schools Officer - Dr. Justin Robertson

**1.** Request for New Positions - Diploma Completion Program

**H.** Chief of Staff - Dr. Nakia Towns Edwards

**1.** $768,000 Community Foundation Grant For 3-Year Pilot of Student Success Planning

**IX.** Administrative Business Matters

**A.** Chief Schools Officer - Dr. Justin Robertson

**1.** **Approval of Special Courses for 2019-2020

**B.** Chief Operations Officer - Dr. Ken Bradshaw

**1.** **Mowbray Mountain Fire Hall - Justin Witt

**X.** Board Matters

**A.** Chief Talent Officer - Keith Fogleman/Chief Business Officer - Brent Goldberg

**1.** **Recommended Award Request for RFP No. 19-19 Comprehensive Employee Health and Wellness Services

**B.** Chief of Staff - Dr. Nakia Towns Edwards

**1.** **2019-2020 Revised Calendar

**2.** **2020-2021 Proposed Calendar

**C.** **Request to Rename Softball Field at Sale Creek High

**D.** **Internet Connectivity/Network Design Change - Ben Coulter, Director of Information Technology

**XI.** Information Only

**A.** Legal Services Report

**XII.** Events/Announcements

**XIII.** Adjourn

**Hamilton County Board of Education**
**Board Meeting - Regular Session**
May 23, 2019 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

**I. Roll Call**
**Attendance Taken at 5:38 PM:**
Present Board Members:
Dr. Steve Highlander
Mrs. Jenny Hill
Mrs. Karitsa Jones
Mrs. Kathy Lennon
Mr. Tucker McClendon
Mrs. Tiffanie Robinson
Mr. Joe Smith
Mrs. Rhonda Thurman
Mr. Joe Wingate

Also Present: Dr. Bryan Johnson, Superintendent (arrived at 5:48 pm)
Noah Harris, Student Board Member

**II. **Approval of the Agenda**

**Motion Passed:** approval of the agenda passed with a motion by Dr. Steve Highlander and a second by Mrs. Kathy Lennon.

**8 Yeas - 0 Nays.**

| | |
|---|---|
| Dr. Steve Highlander | Yes |
| Mrs. Jenny Hill | Yes |
| Mrs. Karitsa Jones | Absent – Stepped away prior to the vote |
| Mrs. Kathy Lennon | Yes |
| Mr. Tucker McClendon | Yes |
| Mrs. Tiffanie Robinson | Yes |
| Mr. Joe Smith | Yes |
| Mrs. Rhonda Thurman | Yes |
| Mr. Joe Wingate | Yes |

**III. Executive Session - No**

**IV. Pledge to the Flag and Meditation - Mrs. Haley Brown, Principal of Red Bank Elementary**

**V. Exemplars of Excellence**
**V.A. Recognitions**

**V.A.1. Mini Grant Recognition - Dr. Justin Robertson, Chief Schools Officer and Amanda Torbett, Junior League of Chattanooga**
**V.A.2. Recognition of Cardio-Pulmonary Resuscitation (CPR) Sponsors - Dr. Marsha Drake, Chief of Equity Office**
**V.A.3. JROTC Achievements - LTC Bill Brooks, Director JROTC**
**V.A.4. Recognition of Outgoing Student Board Member, Noah Harris, and Incoming Student Board Member, Jeremiah Taylor**
**V.A.5. EPB ArtSpark Recognition**

**VI. Delegations**
**VI.A. Jeanette Omarkhail, HCEA**
~~**VI.B. Blake Lovain, Parent - School Safety**~~ **- Removed. Chose not to speak.**

**VII. Presentations**
**VII.A. Future Ready 2023 Updates - Effective and Efficient Operations**

**VIII. **Approval of the Consent Agenda**

**Motion Passed:** approval of the Consent Agenda with item D. Chief Financial Officer - Christie Jordan, 5. Budget Amendments a. UTC - Each One Reach One Program (Funded by TN Higher Ed. Commission for $200,563. See attached. Contact- Justin Robertson.) being pulled by Chairman Wingate due to his wife being involved with the grant process through her employment passed with a motion by Mrs. Karitsa Jones and a second by Dr. Steve Highlander.

**8 Yeas - 0 Nays - 1 Abstained.**

| | |
|---|---|
| Dr. Steve Highlander | Yes |
| Mrs. Jenny Hill | Yes |
| Mrs. Karitsa Jones | Yes |
| Mrs. Kathy Lennon | Yes |
| Mr. Tucker McClendon | Yes |
| Mrs. Tiffanie Robinson | Yes |
| Mr. Joe Smith | Yes |
| Mrs. Rhonda Thurman | Yes |
| Mr. Joe Wingate | Abstain |

**Motion Passed:** motion to add back to the agenda and approve UTC - Each One Reach One Program (Funded by TN Higher Ed. Commission for $200,563. See attached. Contact-Justin Robertson.) passed with a motion by Mrs. Tiffanie Robinson and a second by Dr. Steve Highlander.

**8 Yeas - 0 Nays - 1 Abstained.**

| | |
|---|---|
| Dr. Steve Highlander | Yes |
| Mrs. Jenny Hill | Yes |
| Mrs. Karitsa Jones | Yes |
| Mrs. Kathy Lennon | Yes |
| Mr. Tucker McClendon | Yes |

| | |
|---|---|
| Mrs. Tiffanie Robinson | Yes |
| Mr. Joe Smith | Yes |
| Mrs. Rhonda Thurman | Yes |
| Mr. Joe Wingate | Abstain |

**VIII.A. Executive Committee Report**

**VIII.B. Approval of the Minutes of the April 18, 2019 Regular Session, April 25, 2019 Special Called Session, and May 9, 2019 Special Called Session.**

**VIII.C. Chief Schools Officer - Dr. Justin Robertson**

**VIII.C.1. Field Trips**

**VIII.C.1.a. Dr. Larrie Reynolds and Dr. Robert Sharpe Executive Directors (7)**

**# 1.** **Chattanooga School for the Arts and Sciences Upper** – Eighty-five students enrolled in eighth grade will travel to Williamsburg, Virginia and Washington, DC November 17-22, 2019 to compare past and present governing styles.

**# 2.** **East Hamilton School** - Thirty members of the cheer team will travel to Auburn, Alabama June 2-6, 2019 to attend Auburn UCA Cheer Camp.

**# 3.** **East Ridge High School** – Eighteen students enrolled in JROTC will travel to Greenville, Kentucky June 3-7, 2019 to attend camp.

**# 4.** **East Ridge High School** – Fifteen members of the volleyball team will travel to Knoxville, Tennessee July 15-18, 2019 to attend camp.

**# 5.** **East Ridge High School** – Fifty-five members of the football team will travel to Dayton, Tennessee July 28-30, 2019 to attend camp.

**# 6.** **Signal Mountain Middle/High School** – Seventeen members of the cheer team will travel to Gulf Shores, Alabama May 25-June 1, 2019 to attend camp.

**# 7.** **Signal Mountain Middle/High School** – Twenty-four members of the girls' basketball team will travel to Murfreesboro, Tennessee June 17-19, 2019 to attend camp.

**VIII.C.1.b. Dr. Neelie Parker and Dr. John Tharp, Executive Directors (9)**

**#1.** **Central High School** – Fifteen students enrolled in JROTC will travel to Greenville, KY June 3-7, 2019 to attend in the JROTC Cadet Leadership Camp.

**#2.** **Sale Creek High School** – Eleven students enrolled in JROTC will travel to Greenville, KY June 3-7, 2019 to attend in the JROTC Cadet Leadership Camp.

**#3.** **Sequoyah High School** – Seven students enrolled in JROTC will travel to Greenville, KY June 3-7, 2019 to attend in the JROTC Cadet Leadership Camp.

**#4.** **Soddy Daisy High School** – Twenty members of the Lady Trojans Basketball Team will travel to Dayton, TN June 3-5, 2019 to attend FCA Girls Basketball Team Camp.

**#5.*** **Hixson High School** – Two students enrolled in AFJROTC traveled to Arlington, VA April 27-29, 2019 and competed in the National History Bee and Bowl Championship.

**#6.*** **Hixson High School** – Fifty-five students enrolled in AFJROTC traveled to Washington, DC May 4-6, 2019 and toured the city.

**#7.*** **Soddy-Daisy High School** – Seven members of the Girls Tennis Team traveled to Murfreesboro, TN April 4-6, 2019 and competed in the Oakland Invitational Tennis Tournament.

**#8. *** **Soddy-Daisy High School** – Fourteen members of Student Council traveled to Lebanon, TN April 5-7, 2019 to compete in the Tennessee Association of Student Councils State Convention.

**#9. *** **Soddy-Daisy High School** – Twenty-eight members of the Forensics Team traveled to Cookeville, TN April 11-13, 2019 to compete in the Tennessee Speech and Drama League State Tournament.

*These items were previously approved by Dr. Bryan Johnson, Superintendent and Joe Wingate, Board Chairman.

**VIII.C.1.c. John Maynard, Director of College, Career and Technical Education (2)**

**# 1.*** **Hixson High School**– Fourteen students to attend the FBLA Nationals competitive events in San Antoino, TX. June 28-July 3, 2019.

**# 2.** **Signal Mountain Middle High School**-Twenty-Two students to compete in the TSA Nationals in National Harbor, MD June 28-July 2, 2019.

*This item was previously approved by Dr. Bryan Johnson, Superintendent and Joe Wingate, Board Chairman.

**VIII.C.1.d. Garfield Adams, Director Exceptional Education (2)**

**#1 *** **East Hamilton and Ooltewah High**: Up to twenty (20) students, two (2) teachers and (4) chaperones to participate in the Special Olympics State Summer Games on May 17-19, 2019 at Lipscomb University in Nashville, Tennessee. Itinerary attached.

**# 2 *** **Hixson High School**: Up to five (5) students and three (3) teacher chaperones to participate in the Special Olympics State Summer Games on May 17-19, 2019 at Lipscomb University in Nashville, Tennessee. Itinerary attached.

*This item was previously approved by Dr. Bryan Johnson, Superintendent and Joe Wingate, Board Chairman.

**VIII.C.1.e. Dr. Zac Brown, Director of Secondary Schools-Opportunity Zone (1)**

**# 1.** **Brainerd High School –** Ten members of the JROTC program will travel to Camp Wendell Ford located in Greenville, Kentucky to participate in JROTC camp from June 3, 2019 through June 7, 2019.

**VIII.D. Chief Financial Officer - Christie Jordan**
**VIII.D.1. Bids/Contracts**

A. Contract Extensions for the Maintenance Department, S.Y. 2019-2020
B. Control Upgrade for Westview Elementary (Bid File 19-32)
C. Control Upgrade for East Lake Elementary (Bid File 19-33)
D. HVAC Mod for Soddy Daisy High School (Bid File 19-34)
E. Contract for Routine Roof Repairs & Replacement (Bid File 19-36)
F. Contract to Monitor Fire Alarm & Security Panels (Bid File 19-37)
G. Recommended Approval for School Nutrition Program, SY 2018-19

(Bid File 19-38, Bid File 19-39 and Bid File 19-41)

H. Recommended Approval for the Renewal of Main Food/Non-Food Bid for the School Nutrition Program (Bid File 17-33)
I. Contract for Instructional, Library, Office Materials/Supplies (Bid File 20-01)
J. Contract for P.E./Athletic Equipment/Supplies (Bid File 20-02)
K. Contract for Science Equipment/Materials/Supplies (Bid File 20-03)
L. Contract for Laminating Film (Bid File 20-04)
M. Contract for Instructional Computer Software (Bid File 20-06)
N. Contract for German Reading/Teaching Materials (Bid File 20-07)
O. Contract for Medical/First Aid Equipment/Supplies (Bid File 20-08)
P. Barnes and Noble Hamilton Place online and in-store book fairs.
Q. Requesting approval of annual contract with Helton and Associates for Environmental Consulting Services (AHERA).
R. Requesting approval of architectural/engineering and design firms for 2019-20 S.Y.
S. Requesting approval to use Clarksville/Montgomery County's contract with Clearline Networks, LLC to install cable at Lakeside Academy.
T. Requesting approval to use DataComm Cabling, LLC, Clearline Networks, LLC, and Central Technologies, Inc. to install cabling at various elementary schools.
U. Requesting approval to purchase Finish Line for ELLs from Continental Press, Inc.
V. Requesting approval to purchase CASE Benchmark Assessments-Mastery Connect from TE21.
W. Requesting approval of agreement with Hamilton County Juvenile Detention Center
X. Requesting approval of agreement with Silverdale Correctional Facility and Hamilton County Jail.
Y. Requesting approval of the MOU between HCDE/Exceptional Education and Centerstone Community Mental health Centers, Inc.
Z. Requesting approval of agreement with City of Chattanooga Department of Youth and Family Development Head Start/Early Head Start Program.
AA. Requesting approval of agreement with Public Consulting Group, Inc. (PCG) for the 2019-2020 school year.

2. For your information is the purchase of motor fuel, April 11, 2019

3. Bids procured by the Purchasing Department, in all cases, low bids meeting specifications are recommended.

**VIII.D.2. Conferences/Consultants**

1. Expeditionary Learning-Launching EL Curriculum Conference.
   Funding Source: Federal Title II funds.
2. Ron Clark Academy Atlanta GA Conference.
   Funding Source: Title I school based funds.

**VIII.D.3. Financial Report**

The monthly financial report compares budget to actual through March, 2019. The presentation of the monthly financial statement compares actual year-to-date expenditures to the original adopted budget and the year-to-date amended budget.

**VIII.D.4. Budget Amendments**

**VIII.D.4.a. Federal Grants and Self-Funded Programs**

The Federal Programs budget is amended by items # 1-14. Items # 7, 8, 9, 11, 13, 14 consist of current year awards. Items # 1, 2, 3, 4, 5, 6, 12 consist of current year awards and carryover from the prior year. Item # 10 consists of carryover from the prior year.

The Self-Funded Programs budget is amended by items # 15-26 and consists of grants awarded by non-federal agencies and designed for a specific purpose. Items # 15, 16, 21, 25, 26 consist of current year contributions. Items # 17, 18, 19, 20, 22, 24 consist of a current year contribution and of carryover contributions from the prior year. Item # 23 consist of carryover from the prior year.

1. Title I Part A: Improving Basic Programs, with transfers between line items
2. Title II Part A: Teacher and Principal Training and Recruiting Grant, with transfers between line items
3. Title II: Diversity Innovation Grant, with transfers between line items
4. Safe Schools, with transfers between line items
5. Title IV Part A: Student Support and Academic Enrichments Grant, with transfers between line items
6. Priority SchoolS State Grant, with transfers between line items
7. Additional Targeted Support and Improvement Grant – Title I A, totaling $103,650
8. 21st CCLC (Year 2), with transfers between line items
9. 21st CCLC (Year 5), with transfers between line items
10. Connect TN Internet, totaling $496,632
11. NSF Project Inspire, with transfers between line items
12. Read to be Ready Summer Program, with transfers between line items
13. Carl Perkins Vocational Grant, with transfers between line items
14. School Level Improvement Grant, with transfers between line items
15. Bible History Teachers Self-Funded Program, with transfers between line items and a net increase of $218,053
16. Leadership Hamilton County Schools Self-Funded Program, with an increase of $100
17. Nursing Services Self-Funded Program, with an increase of $11,366
18. Community Donations Self-Funded Program, with an increase of $489
19. Maintenance Recyclables Self-Funded Program, with transfers between line items and a net increase of $10,249
20. Camp K Self-Funded Program, with transfers between line items
21. Future Ready Institutes Self-Funded Program, with transfers between line items and a net decrease of $5,000
22. Photography Commission Self-Funded Program, with an increase of $95,000
23. E-Rate Technology Self-Funded Program, with an increase of $465,745
24. Benwood Foundation Self-Funded Program, with transfers between line items and a net increase of $10,789

25. School Paid Positions Self-Funded Program, with transfers between line items and a net increase of $104,895
26. Supplemental Salaries Self-Funded Program, with transfers between line items and a net decrease of $36,481

**VIII.D.4.b. General Purpose Operating Budget**
Board approval is needed to amend the FY19 General Purpose Operating Budget for transfers between accounts. These amendments reclassify existing budget appropriations between various accounts as indicated in the attachments to the meeting agenda.

**VIII.D.4.c. School Nutrition**
Board approval is needed to amend the FY19 School Nutrition Budget for transfers between accounts. These amendments reclassify existing budget appropriations between various accounts as indicated in the attachments to the meeting agenda.

**VIII.D.5. Grant Application Requests**
**VIII.D.5.a. UTC Each One Reach One Program (Funded by TN Higher Ed. Commission for $200,563. Contact- Justin Robertson.)**
**VIII.D.5.b. Howard Connect Invention Collaboratory (Funded by Benwood for $100,000. Contact- Justin Robertson.)**
**VIII.E. Chief Business Officer - Brent Goldberg**
**VIII.E.1. Approval of School Fees**
Board approval is needed in order to allow schools to charge fees to students.

The attached (see agenda) list of fees does not include fees for general instruction or class fees for core content areas. The FY 20 budget includes general instructional funds to be allocated to schools in lieu of collecting general instruction and/or class fees from families.

The attached (see agenda) list of fees includes a standardized fee for parking and a standardized art, science, and technology fee.

The attached (see agenda) list of fees also includes fees/ranges of fees for other fees such as fees associated with performing arts, athletics, marching band, magnet programming, international baccalaureate programming, and senior fees.

*Note: Exclusion of general instruction and class fees for core content areas is pending FY 20 budget approval by the Hamilton County Commission.*

**VIII.F. Chief of Equity Office - Dr. Marsha Drake**
**VIII.F.1. Third Quarter Bullying Prevention Compliance Report - Karen Glenn, STARS/Safe Learning**
**VIII.G. Chief Talent Officer - Keith Fogleman/Chief Schools Officer - Dr. Justin Robertson**
**VIII.G.1. Request for New Positions - Diploma Completion Program**
**VIII.H. Chief of Staff - Dr. Nakia Towns Edwards**
**VIII.H.1. $768,000 Community Foundation Grant For 3-Year Pilot of Student Success Planning**

**IX. Administrative Business Matters**
**IX.A. Chief Schools Officer - Dr. Justin Robertson**
**IX.A.1. **Approval of Special Courses for 2019-2020**

**Motion Passed:** approval of Special Courses for 2019-2020 passed with a motion by Mrs. Karitsa Jones and a second by Mrs. Tiffanie Robinson.

**9 Yeas - 0 Nays.**

| | |
|---|---|
| Dr. Steve Highlander | Yes |
| Mrs. Jenny Hill | Yes |
| Mrs. Karitsa Jones | Yes |
| Mrs. Kathy Lennon | Yes |
| Mr. Tucker McClendon | Yes |
| Mrs. Tiffanie Robinson | Yes |
| Mr. Joe Smith | Yes |
| Mrs. Rhonda Thurman | Yes |
| Mr. Joe Wingate | Yes |

**IX.B. Chief Operations Officer - Dr. Ken Bradshaw**
**IX.B.1. **Mowbray Mountain Fire Hall - Justin Witt**

Discussion:
It was suggested that Mr. Witt check and see if there was any property that could be swapped and used for parking the buses that are currently being housed at Hixson High School.

**Motion Passed:** approval to donate the property located at 1709 Mowbray Pike for the purpose of constructing a new fire hall passed with a motion by Mrs. Karitsa Jones and a second by Mr. Tucker McClendon.

**9 Yeas - 0 Nays.**

| | |
|---|---|
| Dr. Steve Highlander | Yes |
| Mrs. Jenny Hill | Yes |
| Mrs. Karitsa Jones | Yes |
| Mrs. Kathy Lennon | Yes |
| Mr. Tucker McClendon | Yes |
| Mrs. Tiffanie Robinson | Yes |
| Mr. Joe Smith | Yes |
| Mrs. Rhonda Thurman | Yes |
| Mr. Joe Wingate | Yes |

**X. Board Matters**
**X.A. Chief Talent Officer - Keith Fogleman/Chief Business Officer - Brent Goldberg**
**X.A.1. **Recommended Award Request for RFP No. 19-19 Comprehensive Employee Health and Wellness Services**

**Motion Passed:** approval to award the request for RFP no. 19-19 Comprehensive Employee Health and Wellness Services passed with a motion by Mr. Tucker McClendon and a second by Dr. Steve Highlander.

**9 Yeas - 0 Nays.**

| | |
|---|---|
| Dr. Steve Highlander | Yes |
| Mrs. Jenny Hill | Yes |
| Mrs. Karitsa Jones | Yes |
| Mrs. Kathy Lennon | Yes |
| Mr. Tucker McClendon | Yes |
| Mrs. Tiffanie Robinson | Yes |
| Mr. Joe Smith | Yes |
| Mrs. Rhonda Thurman | Yes |
| Mr. Joe Wingate | Yes |

**X.B. Chief of Staff - Dr. Nakia Towns Edwards**
**X.B.1. **2019-2020 Revised Calendar**

**Motion Passed:** approval of the 2019-2020 revised calendar passed with a motion by Mr. Tucker McClendon and a second by Mrs. Kathy Lennon.

**8 Yeas - 1 Nays.**

| | |
|---|---|
| Dr. Steve Highlander | Yes |
| Mrs. Jenny Hill | Yes |
| Mrs. Karitsa Jones | Yes |
| Mrs. Kathy Lennon | Yes |
| Mr. Tucker McClendon | Yes |
| Mrs. Tiffanie Robinson | Yes |
| Mr. Joe Smith | Yes |
| Mrs. Rhonda Thurman | No |
| Mr. Joe Wingate | Yes |

**X.B.2. **2020-2021 Proposed Calendar**
**X.C. **Request to Rename Softball Field at Sale Creek High**

**Motion Passed:** approval of the request to rename the softball field at Sale Creek High the Clifford and Ruth Kirk field passed with a motion by Dr. Steve Highlander and a second by Mrs. Rhonda Thurman.

**9 Yeas - 0 Nays.**

| | |
|---|---|
| Dr. Steve Highlander | Yes |
| Mrs. Jenny Hill | Yes |
| Mrs. Karitsa Jones | Yes |
| Mrs. Kathy Lennon | Yes |
| Mr. Tucker McClendon | Yes |
| Mrs. Tiffanie Robinson | Yes |

| | |
|---|---|
| Mr. Joe Smith | Yes |
| Mrs. Rhonda Thurman | Yes |
| Mr. Joe Wingate | Yes |

**X.D. **Internet Connectivity/Network Design Change - Ben Coulter, Director of Information Technology**

**Motion Passed:** approval of the system internet connectivity/network design change passed with a motion by Mrs. Karitsa Jones and a second by Mr. Tucker McClendon.

**9 Yeas - 0 Nays.**

| | |
|---|---|
| Dr. Steve Highlander | Yes |
| Mrs. Jenny Hill | Yes |
| Mrs. Karitsa Jones | Yes |
| Mrs. Kathy Lennon | Yes |
| Mr. Tucker McClendon | Yes |
| Mrs. Tiffanie Robinson | Yes |
| Mr. Joe Smith | Yes |
| Mrs. Rhonda Thurman | Yes |
| Mr. Joe Wingate | Yes |

**XI. Information Only**
**XI.A. Legal Services Report**

**XII. Events/Announcements**

**XIII. Adjourn –** The meeting was adjourned at 6:57 PM

_____ _____
Chairperson Date

_____ _____
Superintendent Date

B. Executive Committee Report

**Hamilton County Department of Education**
**3074 Hickory Valley Road**
**Chattanooga, Tennessee 37421**

**MEMORANDUM**

TO: Hamilton County Board of Education

FROM: Sherrie Ford

DATE: June 20, 2019

RE: Executive Committee Report

The Executive Committee of the Board may act on behalf of the full Board during the time between Board meetings. The Executive Committee items submitted to me for the agenda packet for the period of May 23, 2019 through June 20, 2019 are included. These items include previously approved field trips indicated by an asterisk and various early/emergency approvals presented for ratification.

C. Chief Schools Officer - Dr. Justin Robertson

1. Field Trips

a. Dr. Larrie Reynolds and Dr. Robert Sharpe – Executive Directors

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421

**MEMORANDUM**

**TO**: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**FROM:** Dr. Larrie Reynolds, Executive Director
Dr. Robert Sharpe, Executive Director

**DATE:** June 20, 2019

**RE:** Overnight Field Trips

This is to request Board approval of the following overnight field trips:

**# 1.** **Chattanooga High Center for Creative Arts** – Sixty students enrolled in musical theatre will travel to New York, NY April 2-6, 2020 for professional exposure to the art form.

**# 2.** **Signal Mountain Middle High School** – Twenty-four members of the high school band leadership team will travel to Spencer, Tennessee July 12-14, 2019 to attend camp.

**# 3. *** **East Hamilton School** – Fourteen members of the tennis team traveled to Murfreesboro, Tennessee May 22-24, 2019 to compete in the TSSAA High School Tennis Tournament.

**# 4. *** **East Hamilton School** – Thirty members of the cheerleading team traveled to Auburn, Alabama June 2-6, 2019 to attend camp. This trip was previously approved on May 23, 2019 but required additional approval due to a change in transportation.

**# 5. *** **East Hamilton School** – Fourteen members of the girls' basketball team traveled to Starkville, Mississippi June 14-15, 2019 to attend camp.

**# 6. *** **Red Bank High School** – Eight members of the track team traveled to Murfreesboro, Tennessee May 22-23, 2019 to compete in the TSSAA State Track Meet.

**# 7. *** **Red Bank High School** – Twelve members of the boys' basketball team traveled to Columbus, Georgia June 17-19, 2019 to attend camp

**# 8. *** **Signal Mountain Middle High School** – Four members of the track team traveled to Clarksville, Tennessee May 15-17, 2019 to compete in the state championship.

**# 9. *** **<u>Signal Mountain Middle High School</u>** – Thirteen members of the tennis team traveled to Murfreesboro, Tennessee May 21-24, 2019 to compete in the state tennis tournament.

*This item was previously approved by Dr. Bryan Johnson, Superintendent and Mr. Joe Wingate, Board Chairman.

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ Day ■ **Overnight** (Must go to Board for Approval) **Today's Date:** 5/30/19

☐ Career/Tech. ☐ Exceptional Ed ■ Learning Community ☐ Opportunity Zone ☐ PreK

School Center for Creative Arts Grade/Group/Team 9-12 Musical Theatre & Vocal Departments

Departure Date/Time 4/2/20 12:30 p.m. Return Date/Time 4/6/20 11:00 p.m. (Spring Break)

Event/Venue New York City Address New York City

Instructional value Professional exposure to the art form & master classes with Broadway professionals and artists.

Evaluation Discussion

Fee Requested $ 775.00 How Acquired? through payments

Total # of Students 60 Total # of Staff 4 Total # of Chaperones _____ Nurse Required: ☐ Yes ■ No

Number of subs needed 3 subs for 4/2/20 Funding source for subs HCDE

- Total # of Students with 504 Plan 0 Modifications Needed 0
- Total # of Students with Disabilities 0 Modifications Needed 0

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ☐ Cost $_____ Handicap Accessible Bus ☐ Cost $_____

Charter Bus (**Board Approved**) ■ Royal Charter and tours Cost $ 7,000.00

Cars ☐ List Driver(s) _____ Cost $_____

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: Debbie Smith, Marcia Smith, Cody Murphy, Neshawn Calloway

Chaperones: _____

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☐Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 1

*Estimated cost to parent support groups for this trip $ 0

*Projects students have undertaken to secure funds 0

*Co-ed trips require co-ed chaperones. Have you complied? ■Yes

*Travel itinerary attached with name/address of accommodations ■Yes

| | | |
|---|---|---|
| **Teacher's Signature:** | [signature] | **Date:** 5-30-19 |
| **Principal's Signature:** | Deborah B. Smith | **Date:** 5-30-19 |
| **Director's Signature:** | [signature] | **Date:** 6/4/19 |

*SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL*

7/2018

HCS School Leadership
Received 5/31/19

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ **Day** ■ **Overnight** (Must go to Board for Approval) **Today's Date:** 6/3/19

☐ **Career/Tech.** ☐ **Exceptional Ed** ☐ **Learning Community** ☐ **Opportunity Zone** ☐ **PreK**

School Signal Mountain Middle High Grade/Group/Team HS Band Leadership Team

Departure Date/Time 7/12/19 3:00pm Return Date/Time 7/14/19 10:30

Event/Venue Fall Creek Falls State Park Address 2009 Village Camp Rd, Spencer, TN 38585

Instructional value Leadership camp to prepare for season

Evaluation Students will engage in activities and sessions to sharpen their skills as leaders

Fee Requested $ 20 How Acquired? Out of pocket

Total # of Students 24 Total # of Staff 2 Total # of Chaperones 4 Nurse Required: ☐ Yes ■ No

Number of subs needed 0 Funding source for subs N/A

- Total # of Students with 504 Plan 0 Modifications Needed 0
- Total # of Students with Disabilities 0 Modifications Needed 0

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ☐ Cost $_____ Handicap Accessible Bus ☐ Cost $_____

Charter Bus (**Board Approved**) ☐ _____ Cost $_____

Cars ■ List Driver(s) Buckner, Walker, Connally, Kodsi, Broom, McNeese Cost $ 0

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: Drew Buckner, Shelby Walker

Chaperones: Sarah Connally, Angela Kodsi, Matt Broom, Ian McNeese

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ■ Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 3

*Estimated cost to parent support groups for this trip $ 200

*Projects students have undertaken to secure funds Fundraisers

*Co-ed trips require co-ed chaperones. Have you complied? ■ Yes

*Travel itinerary attached with name/address of accommodations ■ Yes

| | | |
|---|---|---|
| **Teacher's Signature:** | | **Date:** 6/3/19 |
| **Principal's Signature:** | | **Date:** 6-4-19 |
| **Director's Signature:** | | **Date:** 6/4/19 |

*SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL*

7/2018

HCS School Leadership
Received 6/4/19

Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: East Hamilton

Date: 5/20/19 Trip Dates: 5/22-5/24/19

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

HS Tennis had to qualify for State Tournament.

Principal Signature — Date 5/20/19

Chief Schools Officer — Date 5/20/19

**APPROVED:**

Superintendent Signature — Date 5/20/19

Board Chairman Signature — Date 5/20/19

7/2018

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ **Day** ■ **Overnight** (Must go to Board for Approval) **Today's Date:** 5/20/19

☐ **Career/Tech.** ☐ **Exceptional Ed** ■ **Learning Community** ☐ **Opportunity Zone** ☐ **PreK**

School East Hamilton Grade/Group/Team HS Tennis

Departure Date/Time 5/22/19 - 5 PM Return Date/Time 5/24/19 - 10 PM

Event/Venue TSSAA HS Tennis Tournament / Old Fort Park Address 1025 Old Fort Parkway, Murfreesboro TN 37130

Instructional value Sportsmanship / Lifeskills

Evaluation Teacher observation

Fee Requested $ 60 How Acquired? Students / Parents

Total # of Students 14 Total # of Staff 3 Total # of Chaperones _____ Nurse Required: ☐ Yes ■ No

Number of subs needed 0 Funding source for subs n/a

- Total # of Students with 504 Plan n/a Modifications Needed n/a
- Total # of Students with Disabilities n/a Modifications Needed n/a

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ☐ Cost $_____ Handicap Accessible Bus ☐ Cost $_____

Charter Bus (**Board Approved**) ☐ _____ Cost $_____

Cars ■ List Driver(s) Parents will be driving the athletes to the event Cost $_____

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: Timothy Goode, Deanna Rice, Matt Dattilo

Chaperones: _____

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ■ Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 0

*Estimated cost to parent support groups for this trip $60

*Projects students have undertaken to secure funds Pizza Sales

*Co-ed trips require co-ed chaperones. Have you complied? ■ Yes

*Travel itinerary attached with name/address of accommodations ■ Yes

| | | |
|---|---|---|
| **Teacher's Signature:** | | **Date:** 5-20-19 |
| **Principal's Signature:** | | **Date:** 5/20/19 |
| **Director's Signature:** | | **Date:** 5/22/19 |

***SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL***

HCS School Leadership
Received 5/20/19

Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

To: Executive Committee of the Board

School: East Hamilton School

Date: 5/29/19 Trip Dates: 6/2/19 -6/6/19

The attached request requires approval of the Board of Education.
Change of transportation for MS / HS Cheer Camp. To be more cost efficient, parents will be driving their students to camp instead of taking a bus.

Principal Signature — Date 5/29/19

Chief Schools Officer — Date 5/31/19
Nakia Edwards
Chief of Staff

**APPROVED:**

Superintendent Signature — Date 5/31/19

Board Chairman Signature — Date 5/31/19/of

7/2018

HCBOE Approved
May 23, 2019

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ Day ■ Overnight (Must go to Board for Approval) **Today's Date:** April 18,2019

☐ Career/Tech. ☐ Exceptional Ed ■ Learning Community ☐ Opportunity Zone ☐ PreK

School East Hamilton Grade/Group/Team MS and HS Cheer

Departure Date/Time June 2, 2019/10:00 am Return Date/Time June 6, 2019/11:30 am

Event/Venue Auburn UCA Cheer Camp Address Auburn University Auburn, Alabama 36849

Instructional value Camp is used for cheerleaders to learn the needed routines for the year and to participate in team bonding.

Evaluation n/a

Fee Requested $ 400.00 How Acquired? this fee is included in the cheer fees paid by each individual cheerleader

Total # of Students 30 Total # of Staff 2 Total # of Chaperones _____ Nurse Required: ☐ Yes ■ No

Number of subs needed 0 Funding source for subs n/a

- Total # of Students with 504 Plan 0 Modifications Needed n/a
- Total # of Students with Disabilities 0 Modifications Needed n/a

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ■ Cost $ 400.00 Handicap Accessible Bus ☐ Cost $_____

Charter Bus (Board Approved) ☐ _____ Cost $_____

Cars ☐ List Driver(s) _____ Cost $_____

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: Becky Adcox and Lindsay Donohue

Chaperones: _____

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☐Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 1

*Estimated cost to parent support groups for this trip $ 0

*Projects students have undertaken to secure funds 0

*Co-ed trips require co-ed chaperones. Have you complied? ■Yes

*Travel itinerary attached with name/address of accommodations ■Yes

| | | |
|---|---|---|
| Teacher's Signature: PAdcox LDonohue | Date: 4.18.19 |
| Principal's Signature: | Date: 4/18/19 |
| Director's Signature: | Date: 4/26/19 |

*SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL*

HCS School Leadership
Received 4/23/19

7/2018

Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: East Hamilton

Date: 5/15/19 Trip Dates: 6/14-15/19

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

HS Girl's Basketball Team wasjust invited to particpate in team camp at Mississippi State

Principal Signature — Date 3/16/19

Chief Schools Officer — Date 5/28/19

**APPROVED:**

Superintendent Signature — Date 5/28/19

Board Chairman Signature — Date 5/30/19 pf

7/2018

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ **Day** ■ **Overnight** (Must go to Board for Approval) **Today's Date:** 5-15-19

☐ **Career/Tech.** ☐ **Exceptional Ed** ☐ **Learning Community** ☐ **Opportunity Zone** ☐ **PreK**

School East Hamilton Grade/Group/Team High School Girls Basketball

Departure Date/Time 6/14/19 9:00 A.M Return Date/Time 6/15/19 1:00 P.M

Event/Venue Miss. St Team Camp Address 75 B.S. Hood Road Starkville, MS

Instructional value Team will compete in a Team Camp against multiple schools

Evaluation Team will compete against top teams from across nation and improve their skills

Fee Requested $ 0 How Acquired? _____

Total # of Students 14 Total # of Staff 2 Total # of Chaperones 0 Nurse Required: ☐ Yes ■ No

Number of subs needed 0 Funding source for subs None

- Total # of Students with 504 Plan 0 Modifications Needed None
- Total # of Students with Disabilities 0 Modifications Needed None

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ☐ Cost $_____ Handicap Accessible Bus ☐ Cost $_____

Charter Bus (**Board Approved**) ☐ _____ Cost $_____

Cars ■ List Driver(s) Blaine Brewer, Hunter Gremore Cost $_____

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: Hunter Gremore, Blaine Brewer

Chaperones: _____

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☐Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 1

*Estimated cost to parent support groups for this trip $1000

*Projects students have undertaken to secure funds Pizza Sales

*Co-ed trips require co-ed chaperones. Have you complied? ☐Yes

*Travel itinerary attached with name/address of accommodations ■Yes

| | | |
|---|---|---|
| **Teacher's Signature:** | | **Date:** 5/15/19 |
| **Principal's Signature:** | | **Date:** 5/15/19 |
| **Director's Signature:** | | **Date:** 5/22/19 |

*SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL*

7/2018

HCS School Leadership
Received 5/17/19

Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

# Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Red Bank High School

Date: 5/13/19 Trip Dates: 5/22/19 - 5/23/19

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

The RBHS Track Team competed in the TSSAA Sectional Track Meet on Friday, May 10. We had to wait for competition results in order to know if athletes qualified for the state meet.

Principal Signature — Date: 5-14-19

Chief Schools Officer — Date: 5/15/19

**APPROVED:**

Superintendent Signature — Date: 5/15/19

Board Chairman Signature — Date: 5/15/19

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ **Day** ☒ **Overnight** (Must go to Board for Approval) **Today's Date:** 5/13/19

☐ **Career/Tech.** ☐ **Exceptional Ed** ☐ **Learning Community** ☐ **Opportunity Zone** ☐ **PreK**

School Red Bank High School Grade/Group/Team 9-12 Track Team

Departure Date/Time 5/22/19 12:00 pm Return Date/Time 5/23/19 10:00 pm

Event/Venue TSSAA State Track Meet (MTSU) Address 1301 E. Main Street Murfreesboro, TN 37132

Instructional value To compete in the TSSAA State Track Meet

Evaluation Placement in the TSSAA State Track Meet

Fee Requested $ N/A How Acquired? _____

Total # of Students 8 Total # of Staff 3 Total # of Chaperones 0 Nurse Required: ☐ Yes ☒ No

Number of subs needed None Funding source for subs _____

- Total # of Students with 504 Plan N/A Modifications Needed _____
- Total # of Students with Disabilities N/A Modifications Needed _____

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ☐ Cost $_____ Handicap Accessible Bus ☐ Cost $_____

Charter Bus (**Board Approved**) ☐ _____ Cost $_____

Cars ☒ List Driver(s) Connie Stobert, Hugh Enicks, Steven Plumlee Cost $ 0

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: Connie Stobert, Hugh Enicks, Steven Plumlee

Chaperones: _____

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☐Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons N/A

*Number of trips this group expects to take which will require funds N/A

*Estimated cost to parent support groups for this trip $N/A

*Projects students have undertaken to secure funds N/A

*Co-ed trips require co-ed chaperones. Have you complied? ☒Yes

*Travel itinerary attached with name/address of accommodations ☒Yes

| | | |
|---|---|---|
| **Teacher's Signature:** | Connie Stobert | **Date:** 5/13/19 |
| **Principal's Signature:** | Elaine Hayes | **Date:** 5-14-19 |
| **Director's Signature:** | [illegible] | **Date:** 5/14/19 |

*SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL*

HCS School Leadership
Received 5/14/19

Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Red Bank High School

Date: 5/13/19 Trip Dates: 6/17 - 6/19/19

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

The university is interested in a few of our student athletes. The team was invited to this elite camp to showcase their abilities and meet with their coaching staff to aid in their recruiting.

Elaine Hughes
Principal Signature

5-13-19
Date

Josh Ellis
Chief Schools Officer

5/15/19
Date

**APPROVED:**

Superintendent Signature

5/15/19
Date

Joe Wise
Board Chairman Signature

5/15/19
Date

7/2018

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ **Day** ■ **Overnight** (Must go to Board for Approval) **Today's Date:** 5/13/19

☐ **Career/Tech.** ☐ **Exceptional Ed** ■ **Learning Community** ☐ **Opportunity Zone** ☐ **PreK**

School Red Bank High School Grade/Group/Team Boys Basketball Team

Departure Date/Time 6/17/19 8:00 AM Return Date/Time 6/19/19 5:00 PM

Event/Venue Columbus State University Address 4225University Avenue, Columbus, GA, 31907

Instructional value Players bond as a team while getting familiar with each other through basketball.

Evaluation Evaluation will be done through observation and player meetings.

Fee Requested $ 0 How Acquired? _____

Total # of Students 12 Total # of Staff 1 Total # of Chaperones 2 Nurse Required: ☐ Yes ■ No

Number of subs needed 0 Funding source for subs _____

- Total # of Students with 504 Plan 0 Modifications Needed _____
- Total # of Students with Disabilities 0 Modifications Needed _____

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ☐ Cost $_____ Handicap Accessible Bus ☐ Cost $_____

Charter Bus (**Board Approved**) ☐ _____ Cost $_____

Cars ■ List Driver(s) Nick Fike, Karl Williams, Duane Antoine Montgomery Cost $0

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: Nick Fike

Chaperones: Karl Williams, Duane Antione Montgomery

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☐Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 0

*Estimated cost to parent support groups for this trip $0

*Projects students have undertaken to secure funds 0

*Co-ed trips require co-ed chaperones. Have you complied? ☐Yes

*Travel itinerary attached with name/address of accommodations ■Yes

| | | |
|---|---|---|
| **Teacher's Signature:** | | **Date:** 5-13-19 |
| **Principal's Signature:** | | **Date:** 5-13-19 |
| **Director's Signature:** | | **Date:** 5/14/19 |

***SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL***

HCS School Leadership
Received 5/13/19

Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Signal Mountain M&H

Date: 5/2/19 Trip Dates: 5/15-5/17/19

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

Athletes just qualified for state meet.

Principal Signature — Date: 5-2-19

Chief Schools Officer — Date: 5/9/19

**APPROVED:**

Superintendent Signature — Date: 5/9/19

Board Chairman Signature — Date: 5/9/19

7/2018

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ **Day** ■ **Overnight** (Must go to Board for Approval) **Today's Date:** 5/2/19

☐ **Career/Tech.** ☐ **Exceptional Ed** ■ **Learning Community** ☐ **Opportunity Zone** ☐ **PreK**

School Signal Mountain Middle High School Grade/Group/Team High School Track and Field Meet

Departure Date/Time 5/15/19 12:00pm Return Date/Time 5/17/19 6:30pm

Event/Venue Pentathlon/Decathlon State Camp. @ Austin Peay University Address 601 College St, Clarksville, TN 37044

Instructional value Compete in the State Championship

Evaluation success of the team

Fee Requested $ 0 How Acquired? N/A

Total # of Students 4 Total # of Staff 2 Total # of Chaperones 0 Nurse Required: ☐ Yes ■ No

Number of subs needed 2 Funding source for subs HS Account

- Total # of Students with 504 Plan 0 Modifications Needed N/A
- Total # of Students with Disabilities 0 Modifications Needed N/A

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ☐ Cost $_____ Handicap Accessible Bus ☐ Cost $_____

Charter Bus (**Board Approved**) ☐ _____ Cost $_____

Cars ■ List Driver(s) Parents will be responsible for the transportation of their athlete Cost $ N/A

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: Dustin Carpenter, Drew Tompkins

Chaperones: _____

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☐Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 1

*Estimated cost to parent support groups for this trip $ $200.00

*Projects students have undertaken to secure funds Team Fees and hosted home meets

*Co-ed trips require co-ed chaperones. Have you complied? ■Yes

*Travel itinerary attached with name/address of accommodations ■Yes

| | | |
|---|---|---|
| **Teacher's Signature:** | | **Date:** 5/2/19 |
| **Principal's Signature:** | | **Date:** 5-2-19 |
| **Director's Signature:** | | **Date:** 5/3/19 |

*SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL*

HCS School Leadership
Received 5/3/19

Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Signal Mountain Middle High

Date: May 16 Trip Dates: May 21-24

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

Tennis team qualified for the state tournament on May 14.

Principal Signature — Date: 5-17-19

Chief Schools Officer — Date: 5/20/19

**APPROVED:**

Superintendent Signature — Date: 5/20/19

Board Chairman Signature — Date: 5/20/19

7/2018

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ **Day** ■ **Overnight** (Must go to Board for Approval) **Today's Date:** May 17

☐ **Career/Tech.** ☐ **Exceptional Ed** ■ **Learning Community** ☐ **Opportunity Zone** ☐ **PreK**

School Signal Mountain Middle High Grade/Group/Team High school tennis team

Departure Date/Time May 21 at 9:30 AM Return Date/Time May 24 at 5 PM

Event/Venue State Tennis Tournament Address 925 Golf Lane, Murfreesboro, TN

Instructional value Compete in state championship.

Evaluation Success of the team.

Fee Requested $ none How Acquired? n/a

Total # of Students 13 Total # of Staff 2 Total # of Chaperones 1 Nurse Required: ☐ Yes ■ No

Number of subs needed 1 Funding source for subs HCDE

- Total # of Students with 504 Plan 1 Modifications Needed none
- Total # of Students with Disabilities 0 Modifications Needed none

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ☐ Cost $_____ Handicap Accessible Bus ☐ Cost $_____

Charter Bus (**Board Approved**) ☐ _____ Cost $_____

Cars ■ List Driver(s) Parents will be responsible for their child's transportation. Cost $_____

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: Jennifer Mastin (teacher), Ginger Williams (HCDE employee)

Chaperones: John Mitchell (tennis coach)

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ■Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 0

*Estimated cost to parent support groups for this trip $ 0

*Projects students have undertaken to secure funds 0

*Co-ed trips require co-ed chaperones. Have you complied? ■Yes

*Travel itinerary attached with name/address of accommodations ■Yes

| | | | |
|---|---|---|---|
| **Teacher's Signature:** | Jennifer Mastin | **Date:** | May 17, 2019 |
| **Principal's Signature:** | SG | **Date:** | 5-17-19 |
| **Director's Signature:** | Shayne | **Date:** | 5/20/19 |

***SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL***

7/2018

HCS School Leadership
Received 5/17/19

b. Dr. Neelie Parker and Dr. John Tharp, Executive Directors

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421

**MEMORANDUM**

**TO**: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**FROM:** Dr. Neelie Parker, Executive Director, North River Learning Community
Dr. John Tharp, Executive Director, Harrison Bay Learning Community

**DATE:** June 20, 2019

**RE:** Overnight Field Trips

This is to request Board approval of the following overnight field trips:

**# 1.** **Hixson Middle School** – Twenty-five members of the Cheer Squad will travel to Gatlinburg, TN July 7-10, 2019 to attend camp.

**#2.** **Soddy Daisy High School** – Ten members of the Volleyball Team will travel to Knoxville, TN August 23-24, 2019 to compete in the Showdown at the Sunsphere Volleyball Tournament.

**#3.** **Soddy-Daisy High School** – Ten members of the Volleyball Team will travel to Franklin, TN September 20-21, 2019 to compete in the WilCo Volleyball Tournament.

**#4.*** **Ooltewah High School** – Ten members of the Track Team traveled to Murfreesboro, TN May 22-23, 2019 and competed in the State Track Meet.

**#5.*** **Ooltewah High School** – Sixteen members of the Softball Team traveled to Murfreesboro, TN May 21-24, 2019 and competed in the State Softball Tournament.

**#6. *** **Sale Creek Middle High School** – Nineteen members of the Softball Team traveled to Murfreesboro, TN May 20-24, 2019 and competed in the State Softball Tournament.

**#7. *** **Soddy Daisy High School** – Sixteen – Eighteen members of JROTC traveled to Greenville, KY June 3-7, 2019 for team building and adventure training.

*These items were previously approved by Dr. Bryan Johnson, Superintendent and Joe Wingate, Board Chairman.

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ **Day** ■ **Overnight** (Must go to Board for Approval) **Today's Date:** 20 May 19

☐ **Career/Tech.** ☐ **Exceptional Ed** ■ **Learning Community** ☐ **Opportunity Zone** ☐ **PreK**

School Hixson Middle Grade/Group/Team Cheer

Departure Date/Time 7 July 19 6:30am Return Date/Time 10 July 19 5:00pm

Event/Venue Park Vista Resort Hotel Address 705 Cherokee Orchard Road, Gatlinburg, TN, 37738

Instructional value Cheer Camp

Evaluation

Fee Requested $ 450.00 How Acquired? Fundraising/Sponsors/Parent Pay

Total # of Students 25 Total # of Staff 1 Total # of Chaperones 1 Nurse Required: ☐ Yes ■ No

Number of subs needed 0 Funding source for subs 0

- Total # of Students with 504 Plan _____ Modifications Needed _____
- Total # of Students with Disabilities _____ Modifications Needed _____

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ☐ Cost $ 0 Handicap Accessible Bus ☐ Cost $ 0

Charter Bus (Board Approved) ☐ _____ Cost $ 0

Cars ■ List Driver(s) Barbara Burhans, Elizabeth Renfroe, Crystal Birch Cost $ 0

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: Barbara Burhans, Cheer Coach

Chaperones: Elizabeth Renfroe

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☐Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 0

*Estimated cost to parent support groups for this trip $ 0-450.00

*Projects students have undertaken to secure funds Popcorn Sales, Sponsorship Aquisition, Baseball Concessions

*Co-ed trips require co-ed chaperones. Have you complied? ☐Yes

*Travel itinerary attached with name/address of accommodations ■Yes

| | | |
|---|---|---|
| **Teacher's Signature:** | Barbara Burhans | **Date:** 21 May 19 |
| **Principal's Signature:** | LaAngela Rogers | **Date:** 05.21.19 |
| **Director's Signature:** | Neeli Pan | **Date:** 6·3·19 |

*SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL*

7/2018

received 5/31/19

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ **Day** ■ **Overnight** (Must go to Board for Approval) **Today's Date:** 5/9/19

☐ **Career/Tech.** ☐ **Exceptional Ed** ☐ **Learning Community** ☐ **Opportunity Zone** ☐ **PreK**

School Soddy Daisy High Grade/Group/Team Volleyball

Departure Date/Time 8/23/19 2:00pm Return Date/Time 8/24/19 6:00pm

Event/Venue Knoxville Convention Center Address 701 Henley Street Knoxville, TN 37902

Instructional value Tournament Prepardness (Post)

Evaluation Win-Loss

Fee Requested $ 0 How Acquired? N/A

Total # of Students 10 Total # of Staff 2 Total # of Chaperones 2 Nurse Required: ☐ Yes ■ No

Number of subs needed 0 Funding source for subs N/A

- Total # of Students with 504 Plan 0 Modifications Needed N/A
- Total # of Students with Disabilities 0 Modifications Needed N/A

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ☐ Cost $_____ Handicap Accessible Bus ☐ Cost $_____

Charter Bus (**Board Approved**) ☐ _____ Cost $_____

Cars ■ List Driver(s) Libby Peigen, Kayla (Kelly) Burse, Nikki Howell, Kim Ingle Cost $0

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: Libby Peigen, Kayla (Kelly) Burse

Chaperones: Nikki Howell, Kim Ingle

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ■Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 0

*Estimated cost to parent support groups for this trip $0

*Projects students have undertaken to secure funds 0

*Co-ed trips require co-ed chaperones. Have you complied? ■Yes

*Travel itinerary attached with name/address of accommodations ■Yes

| | | |
|---|---|---|
| **Teacher's Signature:** Libby Peigen | **Date:** | 5/9/19 |
| **Principal's Signature:** | **Date:** | 5-10-19 |
| **Director's Signature:** Neelie Parker | **Date:** | 5-16-19 |

***SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL***

7/2018

received 5/10/19

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ **Day** ■ **Overnight** (Must go to Board for Approval) **Today's Date:** 5/9/19

☐ **Career/Tech.** ☐ **Exceptional Ed** ☐ **Learning Community** ☐ **Opportunity Zone** ☐ **PreK**

School Soddy Daisy High Grade/Group/Team Volleyball

Departure Date/Time 9/20/19 2:00pm Return Date/Time 9/21/19 6:00pm

Event/Venue A-Game Facility Address 215 Gothic Ct.Franklin, Tennessee 37067

Instructional value Tournament Prepardness (Post)

Evaluation Win-Loss

Fee Requested $ 0 How Acquired? N/A

Total # of Students 10 Total # of Staff 2 Total # of Chaperones 2 Nurse Required: ☐ Yes ■ No

Number of subs needed 0 Funding source for subs N/A

- Total # of Students with 504 Plan 0 Modifications Needed N/A
- Total # of Students with Disabilities 0 Modifications Needed N/A

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ☐ Cost $_____ Handicap Accessible Bus ☐ Cost $_____

Charter Bus (**Board Approved**) ☐ _____ Cost $_____

Cars ■ List Driver(s) Libby Peigen, Kayla (Kelly) Burse, Nikki Howell, Kim Ingle Cost $0

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: Libby Peigen, Kayla (Kelly) Burse

Chaperones: Nikki Howell, Kim Ingle

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ■Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 0

*Estimated cost to parent support groups for this trip $0

*Projects students have undertaken to secure funds 0

*Co-ed trips require co-ed chaperones. Have you complied? ■Yes

*Travel itinerary attached with name/address of accommodations ■Yes

| | | |
|---|---|---|
| **Teacher's Signature:** Libby Peigen | **Date:** | 5/9/19 |
| **Principal's Signature:** | **Date:** | 5-10-19 |
| **Director's Signature:** Reelie Parker | **Date:** | 5-16-19 |

***SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL***

7/2018

received 5/10/19

Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Ooltewah High School

Date: 5/16/2019 Trip Dates: 5/22-23/2019

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

State track meet. Did not know who qualified 5/10/2019

Angela Cass
Principal Signature

5/17/19
Date

Justin Robertson
Chief Schools Officer

5/20/19
Date

**APPROVED:**

Superintendent Signature

5/20/19
Date

Board Chairman Signature

5/20/19
Date

7/2018

received

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ **Day** ■ **Overnight** (Must go to Board for Approval) **Today's Date:** 5/14/2019

☐ **Career/Tech.** ☐ **Exceptional Ed** ■ **Learning Community** ☐ **Opportunity Zone** ☐ **PreK**

School Ooltewah High School Grade/Group/Team Track Team

Departure Date/Time 5/22/19 1:00 PM Return Date/Time 5/23/19 10:00 PM

Event/Venue State Track Meet Address 1301 East Main Street, Murfreesboro, Tn 37132

Instructional value N/A

Evaluation N/A

Fee Requested $ 0 How Acquired? 0

Total # of Students 10 Total # of Staff 5 Total # of Chaperones 0 Nurse Required: ☐ Yes ■ No

Number of subs needed 0 Funding source for subs 0

- Total # of Students with 504 Plan 0 Modifications Needed 0
- Total # of Students with Disabilities 0 Modifications Needed 0

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ☐ Cost $_____ Handicap Accessible Bus ☐ Cost $_____

Charter Bus (**Board Approved**) ☐ _____ Cost $_____

Cars ■ List Driver(s) Elaine Peigen, Les Boyum, Marvin Smith, Jensen Morgan, Cedric Seay Cost $0

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: Elaine Peigen, Les Boyum, Marvin Smith, Jensen Morgan, Cedric Seay

Chaperones: _____

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ■Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 1

*Estimated cost to parent support groups for this trip $0

*Projects students have undertaken to secure funds Fundraiser

*Co-ed trips require co-ed chaperones. Have you complied? ☐Yes

*Travel itinerary attached with name/address of accommodations ■Yes

| | | |
|---|---|---|
| **Teacher's Signature:** | | **Date:** 5/17/19 |
| **Principal's Signature:** | | **Date:** 5/17/19 |
| **Director's Signature:** | | **Date:** 5/17/19 |

***SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL***

7/2018

received 5/20/19

Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Ooltewah High School

Date: 5/20/19 Trip Dates: 5/21-24/2019

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

Qualified for the state on Friday night the 17th of may.

Heidi Moses
Principal Signature

5/20/19
Date

Justin Kitch
Chief Schools Officer

5/20/19
Date

**APPROVED:**

Superintendent Signature

5/20/19
Date

Board Chairman Signature

5/20/19
Date

7/2018

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ **Day** ■ **Overnight** (Must go to Board for Approval) **Today's Date:** 5/20/19

☐ **Career/Tech.** ☐ **Exceptional Ed** ■ **Learning Community** ☐ **Opportunity Zone** ☐ **PreK**

School Ooltewah High School Grade/Group/Team Softball Team

Departure Date/Time 5/21/2019 6:00pm Return Date/Time 5/24/2019 10:00pm

Event/Venue State Tournament Address Murfreesboro Sports Complex & McKnight Fields

Instructional value State Tournament

Evaluation Win to Loss Ratio

Fee Requested $ 0 How Acquired? n/a

Total # of Students 16 Total # of Staff 4 Total # of Chaperones 2 Nurse Required: ☐ Yes ■ No

Number of subs needed 4 Funding source for subs Softball Account

- Total # of Students with 504 Plan 0 Modifications Needed 0
- Total # of Students with Disabilities 0 Modifications Needed 0

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ☐ Cost $_____ Handicap Accessible Bus ☐ Cost $_____

Charter Bus (**Board Approved**) ☐ _____ Cost $_____

Cars ■ List Driver(s) Kerilyn Mongar,Jalayne Mongar,Jerry Mongar,Sue Smith,Michelle Mills Cost $_____

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: Kerilyn Mongar, Jalayne Mongar, Michelle Mills, Sue Smith

Chaperones: Jerry Mongar and Cyndy Mongar

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☐Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 3

*Estimated cost to parent support groups for this trip $ n/a

*Projects students have undertaken to secure funds fundraisers

*Co-ed trips require co-ed chaperones. Have you complied? ■Yes

*Travel itinerary attached with name/address of accommodations ■Yes

| | | |
|---|---|---|
| **Teacher's Signature:** | Jalayne Mongar | **Date:** 5/20/19 |
| **Principal's Signature:** | Heidi A Moss | **Date:** 5/20/19 |
| **Director's Signature:** | | **Date:** 5/21/19 |

*SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL*

7/2018

received 5/20/19

Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Sale Creek Middle High School

Date: May 16, 2019 Trip Dates: May 20-May 24, 2019

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

The Sale Creek Softball team defeated Tellico Plains in the Region final last night. We will play Cosby in the Sub-State game Friday, and if we win, we will be going to the state softball tournament next week in Murfreesboro, TN.

Principal Signature — Date 5/17/19

Chief Schools Officer — Date 5/20/19

**APPROVED:**

Superintendent Signature — Date 5/20/19

Board Chairman Signature — Date 5/20/19

7/2018

received 5/20/19

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ Day ■ Overnight (Must go to Board for Approval) Today's Date: May 17, 2019

☐ Career/Tech. ☐ Exceptional Ed ☐ Learning Community ☐ Opportunity Zone ☐ PreK

School Sale Creek Middle High School Grade/Group/Team High School Softball Team

Departure Date/Time Monday, May 20, 2019 Return Date/Time Friday, May 24, 2019

Event/Venue State Softball Tourney Address 120 Dejarnette Lane, Murfreesboro, TN 37130

Instructional value Learn to win against the odds

Evaluation winning the title! :)

Fee Requested $ TBD How Acquired? Softball Boosters

Total # of Students 19 Total # of Staff 3 Total # of Chaperones 0 Nurse Required: ☐ Yes ■ No

Number of subs needed 0 Funding source for subs NA

- Total # of Students with 504 Plan 0 Modifications Needed
- Total # of Students with Disabilities 0 Modifications Needed

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ■ Cost $ 1,300.00 Handicap Accessible Bus ☐ Cost $

Charter Bus (Board Approved) ☐ Cost $

Cars ☐ List Driver(s) Cost $

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: Jennifer Williams, Clifford Kirk, Eric Sullivan

Chaperones:

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ■ Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons none

*Number of trips this group expects to take which will require funds 1

*Estimated cost to parent support groups for this trip $ two meals for their daughters each day

*Projects students have undertaken to secure funds spaghetti dinner, sign sales, meat sales, etc.

*Co-ed trips require co-ed chaperones. Have you complied? ☐ Yes

*Travel itinerary attached with name/address of accommodations ■ Yes

| | | |
|---|---|---|
| Teacher's Signature: | | Date: 5.17.19 |
| Principal's Signature: | | Date: 5/17/19 |
| Director's Signature: | Neelie Parker | Date: 5/20/19 |

*SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL*

7/2018

Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

# Request for Early Approval

## MEMORANDUM

To: Executive Committee of the Board

School: Soddy Daisy High School

Date: 05/15/19 Trip Dates: 06/03-07/19

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

**Field trip approval was contingent on a chaperone being fingerprinted. Due to failure to comply with this request another chaperone had to be found. All chaperones are now in compliance with field trip requirements.**

Principal Signature — Date: 05/15/19

Chief Schools Officer — Date: 5/16/19

**APPROVED:**

Superintendent Signature — Date: 5/16/19

Board Chairman Signature — Date: 5/16/19

7/2018

received 5/15/19

# HAMILTON COUNTY SCHOOLS
## Request for Field Trip Approval

☐ **Day** ■ **Overnight** (Must go to Board for Approval) **Today's Date:** 3/28/2019

☐ **Career/Tech.** ☐ **Exceptional Ed** ■ **Learning Community** ☐ **Opportunity Zone** ☐ **PreK**

School SODDY-DAISY HIGH SCHOOL Grade/Group/Team JROTC

Departure Date/Time 3 June 2019 0700 Return Date/Time 7 June 2019 1600

Event/Venue Camp Wendell Ford Training Center Address KY-181 N, Greenville, KY 42345

Instructional value LEADERSHIP, TEAM BUILDING, ADVENTURE TRAINING

Evaluation JCLC cadre

Fee Requested $ 0 How Acquired? NA

Total # of Students 16-18 Total # of Staff 3 Total # of Chaperones 4 Nurse Required: ☐ Yes ■ No

Number of subs needed NA Funding source for subs NA

- Total # of Students with 504 Plan NA Modifications Needed NA
- Total # of Students with Disabilities NA Modifications Needed NA

**Transportation:** The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ☐ Cost $_____ Handicap Accessible Bus ☐ Cost $_____

Charter Bus (**Board Approved**) ■ ARMY FUNDED BUS Cost $_____

Cars ☐ List Driver(s) _____ Cost $_____

**WRITTEN** parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

**List Chaperones:**

Staff: MAJOR ERIC REDLIN, SGM LARRY BULL, 1SG TIMOTHY HODGES,

Chaperones: SFC Shannon Hamrick -SQ, Maureen Moses - OOL, Sally Brown - RB, Kellie Jones - CEN

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ■Yes

### *Overnight Field Trips

*Number of students not attending for economic reasons _____

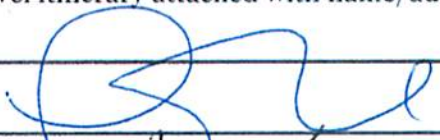
*Number of trips this group expects to take which will require funds _____

*Estimated cost to parent support groups for this trip $_____

*Projects students have undertaken to secure funds _____

*Co-ed trips require co-ed chaperones. Have you complied? ☐Yes

*Travel itinerary attached with name/address of accommodations ☐Yes

| | | |
|---|---|---|
| **Teacher's Signature:** |  | **Date:** 5/15/2019 |
| **Principal's Signature:** | Steve Henry | **Date:** 5/15/2019 |
| **Director's Signature:** | Nelli Parem | **Date:** 5/16/9 |

*SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL*

D. Chief Business Officer - Brent Goldberg

1. Bids/Contracts

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**3074 HICKORY VALLEY ROAD**
**CHATTANOOGA, TN 37421**

# MEMORANDUM

**TO:** Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**FROM:** Brent Goldberg, Chief Business Officer

**DATE:** June 20, 2019

**RE:** Bids/Contracts

1. Attached for your approval are bids/contracts for the following:

A. Recommended Contract Extension for Various Maintenance Projects.
B. Recommended Contract Extension for Solid Waste Collection, Removal and Disposal (Bid File 13-34)
C. Contracts to Provide Chartered Coach Service for Student Field Trips during School Year 2019-2020 (Bid File 20-05)
D. Recommend Award to Stellar Therapy Services on RFP/Bid File 19-44 Recovering Funds from Tenn-Care and Medicaid.
E. Request Approval of Contract with Signal Centers, Inc. Adult Services Program
F. Request Approval of Contract with Signal Centers, Inc.
G. Request Approval of Contract with Mose and Garrison Siskin Memorial Foundation, Inc.
H. Request Approval of Contract with Parkridge Medical Centers, Inc., dba Parkridge Valley Hospital
I. Request Approval of Contract with Stellar Therapy, LLC for Speech/Language Billing and Related Administrative services
J. Request Approval of Contract with Stellar Therapy, LLC for Speech/Language, Occupational and Physical Therapy services
K. Request Approval of Contract with Stellar Therapy, LLC for Speech/Language Services Private and Home School Agreement.
L. Request Approval of Contract with Orange Grove Center, Inc.
M. Request Approval to Purchase Annual License, Maintenance and Support for the Student Activity Fund Accounting Software for 2019-2020 School Year.
N. Request Approval to Purchase Houghton Mifflin Harcourt's easyCBM.
O. Request Approval for the Renewal of IBM SPSS Software Maintenance Subscription and Support Contract.
P. Request Approval to Purchase COMP Teacher Training Manuals from Vanderbilt University.
Q. Request Approval to Purchase a Digital Platform from Ellevation, Inc.

R. Recommended Approval of Contract Renewal with EBS Consulting for Employee Benefits and Risk Management.
S. Recommended Approval of Reinsurance for the HMO and PPO medical plans for Blue Cross and Cigna.
T. Recommended Approval of Contract Renewal for Tennessee Risk Management Trust (TNRMT)
U. Recommended Approval of Contract Renewal with Collins & Company for TPA services.
V. Request Approval to purchase materials for CKLA Curriculum Pilot Program.
W. Request Approval to purchase materials for Elementary Curriculum Pilot Program.

2. Ratification of Emergency/Early approval for the purchase of compressor for Soddy Daisy High School.

3. Bids procured by the Purchasing Department, in all cases, low bids meeting specifications are recommended.

4. Recommend approval as presented.

BG:de

**.Hamilton County Department of Education**
**3074 Hickory Valley Road**
**Chattanooga TN 37421**

**Memorandum**

**To:** Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**From**: Brent Goldberg, Chief Business Officer
.

**Date:** June 20, 2019

**Re:** Recommended Contract Extension for Various Maintenance Projects

Contract to Purchase Electronic Security Equipment (Bid File 17-43)
Contract to Furnish Labor & Materials for Boiler, Piping, and Duct Insulation Projects (Bid File 17-44)
Contract to Furnish Labor & Materials for Sheet Metal & Duct Work Projects (Bid File 17-47)
Contract to Relocate Portable Classrooms (Bid File 18-40)
Contract to Furnish Heating Fuel at Hamilton County High School (Bid File 18-42)
Contract to Furnish Propane Fuel (Bid File 18-43)

The Board of Education previously awarded contracts for above described goods and services. Right was reserved to extend contracts for an additional twelve-month period beyond the initial contract length. The contracts have served the System well and contract extension is recommended. Contract period shall be July 1, 2019 through June 30, 2020.

Tabulation sheets attached.

Funding Source: Operating and Capital Projects Budgets

**Hamilton County Department of Education**
**Bid Opening – April 17, 2017 – 10:30 A.M.**
**Contract to Purchase Electronic Security Equipment**
**(Bid File 17-43)**
**Tabulation Sheet**

| Bidders | (1) 8 Zone Panel Caddx Stock # NX-8e Qty 1 | (2) LCD Keypad Caddx Stock# NX-148e Qty 1 | (3) Dual-Element Motion Sensor Interlogix Stock# AP750ID Qty 1 | (4) Siren Driver DSC Stock# SDM100 Qty 1 | (5) 16 V Transformer ELK Stock# TRG1640 Qty 1 | (6) 22/4 Alarm Wire Belden Stock# 5582UG-C1000 Qty 1 |
|---|---|---|---|---|---|---|
| Dependable Security Systems | 95.99 | 80.00 | 46.00 | 11.50 | 9.00 | 57.00 |
| | | | | | | |
| | | | | | | |

| Bidders | (7) 12 Volt 7AH Battery Power Sonic Stock #PS-1270F1 Qty 1 | (8) Addressable Module for NX-8E Interlogix STOCK # NX-2192e Qty 1 | (9) 30W Speaker ELK Stock # ELKSP30 Qty 1 | (10) Tamper Proof Encloser ELK Stock #ELK-1RT | (11) Addressable Contact Module Interlogix Stock # SI-ID Qty 1 | (12) Surface Mount Door Contact GRI Stock #29A Qty 1 |
|---|---|---|---|---|---|---|
| Dependable Security Systems | 11.50 | 47.00 | 10.07 | 35.00 | 19.33 | 2.50 |
| | | | | | | |
| | | | | | | |

Recommend Award Of Bid To: Dependable Security Systems

Board Approved
5/18/2017

Bid Sent To: 15 Vendors 1 Vendor Responded

Funds To Be Provided By: Maintenance Operating Budget

DE.jg

**Hamilton County Department of Education**
**Bidders Opening – April 17, 2017 – 11:15 am**
**Contracts to Furnish Labor & Materials for Boiler, Piping, and Duct Insulation Projects**
**(Bid File 17-44)**
**Tabulation Sheet**



| | ½" Thick Installed – "T" Fittings | | | | | |
|---|---|---|---|---|---|---|
| Bidders | ½" | ¾" | 1" | 1 ¼" | 1 ½" | 2" |
| Breeding Insulation Co | 8.44 | 8.76 | 8.95 | 9.16 | 16.08 | 10.57 |
| | | | | | | |
| | | | | | | |

| | 1" Thick Installed "T" Fittings | | | | | |
|---|---|---|---|---|---|---|
| Bidders | ½" | ¾" | 1" | 1 ¼" | 1 ½" | 2" |
| Breeding Insulation Co | 8.52 | 8.69 | 8.89 | 9.24 | 10.13 | 10.57 |
| | | | | | | |
| | | | | | | |

| | 1 ½" Thick Installed "T" Fittings | | | | | 2" Thick Installed "T" Fittings |
|---|---|---|---|---|---|---|
| Bidders | 2 ½" | 3" | 4" | 5" | 6" | 8" |
| Breeding Insulation Co | 14.35 | 16.12 | 20.52 | 24.05 | 38.24 | 43.90 |
| | | | | | | |
| | | | | | | |

| | ½" Thick Installed 90 degree Fittings | | | | | |
|---|---|---|---|---|---|---|
| Bidders | ½" | ¾" | 1" | 1 ¼" | 1 ½" | 2" |
| Breeding Insulation Co | 12.05 | 12.28 | 14.44 | 14.46 | 17.32 | 19.53 |
| | | | | | | |
| | | | | | | |

| | 1" Thick Installed 90 degree Fittings | | | | | |
|---|---|---|---|---|---|---|
| Bidders | ½" | ¾" | 1" | 1 ¼" | 1 ½" | 2" |
| Breeding Insulation Co | 13.56 | 13.84 | 16.51 | 17.04 | 20.16 | 23.29 |
| | | | | | | |
| | | | | | | |

**Hamilton County Department of Education**
**Bidders Opening – April 17, 2017 – 11:15 am**
**Contracts to Furnish Labor & Materials for Boiler, Piping, and Duct Insulation Projects**
**(Bid File 17-44)**
**Tabulation Sheet**



| | 1 ½" Thick Installed 90 degree Fittings | | | | | 2" Thick Installed 90 degree Fittings |
|---|---|---|---|---|---|---|
| Bidders | 2 ½" | 3" | 4" | 5" | 6" | 8" |
| Breeding Insulation Co | 34.38 | 37.83 | 44.95 | 60.19 | 85.73 | 155.83 |
| | | | | | | |
| | | | | | | |

| | ½" Thick Installed Straight Line Per Linear Ft. | | | | | |
|---|---|---|---|---|---|---|
| Bidders | ½" | ¾" | 1" | 1 ¼" | 1 ½" | 2" |
| Breeding Insulation Co | 3.91 | 4.08 | 4.19 | 4.33 | 4.57 | 4.80 |
| | | | | | | |
| | | | | | | |

| | 1" Thick Installed Straight Line Per Linear Ft. | | | | | |
|---|---|---|---|---|---|---|
| Bidders | ½" | ¾" | 1" | 1 ¼" | 1 ½" | 2" |
| Breeding Insulation Co | 4.16 | 4.40 | 4.44 | 4.68 | 6.98 | 5.26 |
| | | | | | | |
| | | | | | | |

| | 1 ½" Thick Installed Straight Line Per Linear Ft. | | | | | 2" Thick Installed Straight Line Per LF |
|---|---|---|---|---|---|---|
| Bidders | 2 ½" | 3" | 4" | 5" | 6" | 8" |
| Breeding Insulation Co | 7.92 | 8.18 | 8.74 | 9.86 | 10.23 | 16.90 |
| | | | | | | |
| | | | | | | |

| | ½" Thick Finish (Layer/Coat) Per Linear Ft. | | | | | |
|---|---|---|---|---|---|---|
| Bidders | ½" | ¾" | 1" | 1 ¼" | 1 ½" | 2" |
| Breeding Insulation Co | 2.96 | 3.04 | 3.18 | 3.28 | 3.337 | 3.51 |
| | | | | | | |
| | | | | | | |

**Hamilton County Department of Education**
**Bidders Opening – April 17, 2017 – 11:15 am**
**Contracts to Furnish Labor & Materials for Boiler, Piping, and Duct Insulation Projects**
**(Bid File 17-44)**
**Tabulation Sheet**



| | 1" Thick Finish (Layer/Coat) Per Linear Ft. | | | | | |
|---|---|---|---|---|---|---|
| Bidders | ½" | ¾" | 1" | 1 ¼" | 1 ½" | 2" |
| Breeding Insulation Co | 3.25 | 3.42 | 3.46 | 3.62 | 3.65 | 3.82 |
| | | | | | | |
| | | | | | | |

| | 1 ½" Thick Finish (Layer/Coat) Per Linear Ft | | | | | 2" Thick Finish (Layer/Coat) Per Linear Ft |
|---|---|---|---|---|---|---|
| Bidders | 2 ½" | 3" | 4" | 5" | 6" | 8" |
| Breeding Insulation Co | 4.94 | 5.08 | 5.72 | 5.78 | 7.58 | 9.94 |
| | | | | | | |
| | | | | | | |

| | ½" Thick Evolution Fiberglass Pipe Insulation Per Linear Ft. | | | | | |
|---|---|---|---|---|---|---|
| Bidders | ½" | ¾" | 1" | 1 ¼" | 1 ½" | 2" |
| Breeding Insulation Co | 6.87 | 7.12 | 7.37 | 7.61 | 7.93 | 8.31 |
| | | | | | | |
| | | | | | | |

| | 1" Thick Evolution Fiberglass Pipe Insulation Per Linear Ft. | | | | | |
|---|---|---|---|---|---|---|
| Bidders | ½" | ¾" | 1" | 1 ¼" | 1 ½" | 2" |
| Breeding Insulation Co | 7.42 | 7.82 | 7.90 | 8.30 | 8.63 | 9.08 |
| | | | | | | |
| | | | | | | |

| | 1 1/2" Thick Evolution Fiberglass Pipe Insulation Per Linear Ft. | | | | | 2" Thick Evolution Fiberglass P/S Ins Per L.F. |
|---|---|---|---|---|---|---|
| Bidders | 2 ½" | 3" | 4" | 5" | 6" | 8" |
| Breeding Insulation Co | 12.86 | 13.26 | 14.46 | 15.64 | 17.81 | 26.84 |
| | | | | | | |
| | | | | | | |

**Hamilton County Department of Education**
**Bidders Opening – April 17, 2017 – 11:15 am**
**Contracts to Furnish Labor & Materials for Boiler, Piping, and Duct Insulation Projects**
**(Bid File 17-44)**
**Tabulation Sheet**



| Bidders | 1 ½" Thick Insulation on Storage Tanks/SF – Per Sq. Ft. | | 2" Thick Insulation on Storage Tanks/SF – Per Sq. Ft. | |
|---|---|---|---|---|
| | Body | Head | Body | Head |
| Breeding Insulation Co | 9.14 | 13.09 | 8.60 | 13.66 |
| | | | | |
| | | | | |

| Bidders | ½" Aerocell (Installed) "T" Copper Pipe Fittings | | | | | |
|---|---|---|---|---|---|---|
| | ½" | ¾" | 1" | 1 ¼" | 1 ½" | 2" |
| Breeding Insulation Co | 3.16 | 3.23 | 3.34 | 3.60 | 3.88 | 4.47 |
| | | | | | | |
| | | | | | | |

| Bidders | ½" Aerocell (Installed) 90 degree Copper Pipe Fittings | | | | | |
|---|---|---|---|---|---|---|
| | ½" | ¾" | 1" | 1 ¼" | 1 ½" | 2" |
| Breeding Insulation Co | 6.64 | 6.91 | 7.42 | 8.43 | 9.16 | 16.36 |
| | | | | | | |
| | | | | | | |

| Bidders | ½" Aerocell (Installed) Straight Copper Pipe Line per/linear ft. | | | | | |
|---|---|---|---|---|---|---|
| | ½" | ¾" | 1" | 1 ¼" | 1 ½" | 2" |
| Breeding Insulation Co | 3.13 | 3.26 | 3.39 | 3.57 | 3.91 | 4.47 |
| | | | | | | |
| | | | | | | |

**Hamilton County Department of Education**
**Bidders Opening – April 17, 2017 – 11:15 am**
**Contracts to Furnish Labor & Materials for Boiler, Piping, and Duct Insulation Projects**
**(Bid File 17-44)**
**Tabulation Sheet**



| Bidders | Exterior Duct – 2" Thick Insulation per/square/ft. | Attic Duct – 2" Thick Insulation per/square/ft |
|---|---|---|
| | 2" | 2" |
| Breeding Insulation Co | 8.40 | 8.16 |
| | | |
| | | |

Recommend Award Of Bidders To: Breeding Insulation Co. Chattanooga Inc

Bidders Sent To 8 Vendors 1 Vendor Responded

Funds To Be Provided By: Capital and Operating Budgets

DE.jg

Board Approved
5/18/2017

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**BID OPENING –MAY 16, 2017 – 11:00 A.M.**
**CONTRACTS TO FURNISH LABOR & MATERIALS FOR SHEET METAL & DUCT WORK PROJECTS**
**(BID FILE 17-47)**
**TABULATION SHEET**



| BIDDERS: | Foreman Per Hour | Journeyman Per Hour | 4th yr. Apprentice | 3rd yr. Apprentice | 2nd yr. Apprentice |
|---|---|---|---|---|---|
| Chase Plumbing and Mechanical | 43.00 | 41.00 | 38.00 | 35.00 | 32.00 |
| W.J. O'Neil Co | 65.00 | 63.00 | 60.00 | 57.00 | 54.00 |

| BIDDERS: | 1st yr. Apprentice | Helper Per Hour | Laborer Per Hour | Overhead Percentage (%) | Profit Percentage (%) |
|---|---|---|---|---|---|
| Chase Plumbing and Mechanical | 28.00 | 26.00 | 26.00 | 10 | 10 |
| W.J. O'Neil Co | 51.00 | 50.00 | 50.00 | 10 | 10 |

| BIDDERS: | 8" round duct work – per/ft. | 10" round duct work – per/ft | 2' x 2' diffusers w/dampers – each | 8" spin-in take-off w/scoop & damper – each | 10" spin-in take-off w/scoop & damper – each |
|---|---|---|---|---|---|
| Chase Plumbing and Mechanical | 3.50 | 4.50 | 50.00 | 12.50 | 15.50 |
| W.J. O'Neil Co | 1.52 | 2.34 | 41.01 | 11.27 | 17.90 |

| BIDDERS: | 24 gauge galv.sheet metal ductwork w/liner-per cf | 26 gauge galv.sheet metal ductwork w/liner-per cf | 24 gauge miscellaneous sheet metal fittings-per sf | 16 gauge miscellaneous sheet metal fittings-per sf. | Material for access doors in duct 20"x14" – each |
|---|---|---|---|---|---|
| Chase Plumbing and Mechanical | 15.50 | 13.50 | 5.50 | 8.00 | 31.50 |
| W.J. O'Neil Co | 1.07 | .72 | 1.07 | 1.86 | 49.78 |

Board Approved 6/15/17

**RECOMMEND AWARD OF BID TO:** All Vendors

**FUNDS TO BE PROVIDED BY:** Maintenance Budget and Capital Projects Fund

**BID SENT TO** 17 **VENDORS** 2 **VENDORS RESPONDED**

DE.jg

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**BID OPENING – May 8, 2018 – 3:00 pm.**
**CONTRACT TO RELOCATE PORTABLE CLASSROOMS**
**(BID FILE 18-40)**
**TABULATION SHEET**

| BIDDERS | Move and set-in-place 0-35 miles TOTAL COST per SF | Take apart, move both halves, reconnect & set-in place 0-35 miles TOTAL COST per SF | ADDITIONAL COST for Intermediate Placement |
|---|---|---|---|
| American Trailer Haul Inc | 5.25 | 5.05 | 1,200.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

RECOMMEND AWARD OF BID TO: American Trailer Haul Inc

BID SENT TO 7 VENDORS 1 VENDOR RESPONDED

FUNDS TO BE PROVIDED BY: Maintenance Budget & Capital Projects Fund

Board approved 6-21-18

DE.jg

HAMILTON COUNTY DEPARTMENT OF EDUCATION
BID OPENING – MAY 9, 2018 – 10:30 AM
CONTRACT TO FURNISH HEATING FUEL AT HAMILTON COUNTY HIGH SCHOOL
(BID FILE 18-42)
TABULATION SHEET

| BIDDERS | Fuel Oil/Diesel Per Gallon | Delivery Charge Per Gallon | Total Cost Per Gallon |
|---|---|---|---|
| Sweetwater Valley Oil Co | 3.35 | 0.15 | 3.50 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

RECOMMEND AWARD OF BID TO: Sweetwater Valley Oil Co

BID SENT TO 6 VENDORS 1 VENDOR RESPONDED

FUNDS TO BE PROVIDED BY: OPERATING BUDGET

Board Approved
June 21, 2018

DE.jg

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**BID OPENING – MAY 9, 2018 – 11:00 AM**
**CONTRACT TO FURNISH PROPANE FUEL**
**(BID FILE 18-43)**
**TABULATION SHEET**

| BIDDERS | Propane Fuel Per Gallon | Delivery Charge Per Gallon | Total Cost Per Gallon |
|---|---|---|---|
| Suburban Propane LP | 1.1182 | | 1.1182 |
| Amerigas Propane | 1.39 | | 1.39 |
| Ferrellgas | 1.38 | | 1.38 |
| | | | |
| | | | |

**RECOMMEND AWARD OF BID TO:** Suburban Propane LP

**BID SENT TO** 9 **VENDORS** 3 **VENDORS RESPONDED**

**FUNDS TO BE PROVIDED BY:** OPERATING BUDGET

DE.jg

Board Approved
June 21, 2018

HAMILTON COUNTY SCHOOLS

# MEMO

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Justin Witt

DATE: June 20, 2019

RE: Bid Extension for Solid Waste Collection, Removal and Disposal
**(Bid File 13-34)**

Hamilton County Department of Education issued bids for Collection, Removal and Disposal of Solid Waste on April 25, 2013. **(Bid File 13-34)**

Bids were opened May 14, 2013.

The agreement is a four (4) year base contract, with options for an additional forty-eight (48) month period at twelve (12) month increments. Base contract period is July 1, 2013 through June 30, 2017.

I recommend the twelve (12) month contract extension with BFI/Allied Waste from July 1, 2019 through June 30, 2020.

I also recommend the twelve (12) month contract extension with BFI/Allied Waste and Waste Services of Tennessee (Santek) for the special pick up dumpsters from July 1, 2019 through June 30, 2020. These are larger dumpsters that are used for clean-up and renovation projects.

Attachments:
1. Bid Tabulation Sheet
2. Copy of Bid submitted by BFI/Allied Waste
3. Original Board approved memo dated May 15, 2013

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**BID OPENING – MAY 14, 2013 – 10:00 AM**
**CONTRACT FOR SOLID WASTE REMOVAL (BID FILE 13-34)**
**TABULATION SHEET**

| BIDDERS: | Base Bid Total Annual Cost | Special Pick-Up Price - Dumpsters | | |
|---|---|---|---|---|
| | | 20 yds. | 30 yds. | 40 yds. |
| BFI Waste Services d/b/a Allied Waste Svcs of Chattanooga | 393,944.80 | 18.00 | 18.00 | 18.00 |
| BFI Waste Services d/b/a Allied Waste Svcs of Chattanooga (Alternate) | 383,988.80 | 18.00 | 18.00 | 18.00 |
| Santek Waste Services of TN LLC | 419,088.00 | 11.00 | 11.00 | 11.00 |
| Waste Connections of TN Inc | 480,904.80 | 25.00 | 25.00 | 25.00 |

**RECOMMEND AWARD OF BID TO:** BFI/Allied Waste Services

**BID SENT TO:** 11 **VENDORS**

3 **VENDORS RESPONDED**

**FUNDS TO BE PROVIDED BY:** Operating Budget

DE;sm

Board Approved May 16, 2013
Board Approved June 15, 2017
Board Approved May 24, 2018

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

**MEMORANDUM**

**TO:** Hamilton County Board Of Education
Superintendent Rick Smith

**FROM:** Gary Waters

**DATE:** May 15, 2013

**RE:** Bid for Solid Waste Collection and Removal and Disposal

Hamilton County Department of Education issued bids for Collection, Removal and Disposal of Solid Waste on April 25, 2013. (Bid File 13-34)

Bids were opened May 14, 2013.

Bids were received from three (3) vendors:

BFI Waste Services, LLC. d/b/a Allied Waste Services of Chattanooga
Waste Services of Tennessee (Santek)
Waste Connections of Tennessee

| Vendor | Total Annual Cost | Special Pick-Up Price Dumpsters | | |
|---|---|---|---|---|
| | | 20 yard | 30 yard | 40 yard |
| BFI/Allied Waste: | $393,944.80 | $18.00 | $18.00 | $18.00 |
| BFI/Allied Alternate | $383,988.80 | $18.00 | $18.00 | $18.00 |
| Waste Services | $419,088.00 | $11.00 | $11.00 | $11.00 |
| Waste Connections | $480,904.80 | $25.00 | $25.00 | $25.00 |

**Bid specifications (Section 2.1-A Materials, page 23) required all vendors to furnish new dumpsters for all locations. BFI/Allied Waste was low bidder at $393,944.80.** See page 23 of bid.

BFI/Allied also offered an unsolicited "alternate bid" if HCBE would allow them to continue to use their existing containers (dumpsters). **Section 1.3-A Delivery, Storage, and Handling states: "Contractor will supply all trash receptacles and provide an acceptable maintenance program insuring all receptacles are in full working order, clean, (washed when necessary to maintain appearance and compliance with Health Department Regulations) and painted when necessary. Tops and /or covers must be operable at all times.** See page 22 of bid **The alternate price would not have been considered if BFI/Allied Waste had not been "low" on the base bid.**

BFI/Allied Waste LLC. has offered an alternate price of $383,988.80 annually if they are allowed to continue to use their existing equipment. This would result in an annual savings to HCBE of $9,956.00.

I recommend approval of the "alternate" bid submitted by BFI/Allied Waste in the amount of $383,988.80 annually. This is a four (4) year base contract, with options for an additional forty-eight (48) month period at twelve (12) month increments. Base contract period is July 1, 2013 through June 30, 2017.

I also recommend the Board approve Special Pick-Up Price Schedule for both BFI/Allied Waste and Waste Services of Tennessee (Santek). These are "unit cost" amounts that may be utilized for special projects by HCDE such as large scale clean-up and/or renovation/construction projects.

Information only: Current contract amount is $414,305.80. The new contract represents an annual savings of $30,317.00.

Attachments:

1. Bid Tabulation Sheet
2. Copy of Bid submitted by BFI/Allied Waste

File: Solid Waste Bid Recommendation May 16, 2013

Copy

Bid File No. 13-34

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
(423) 209-8545

April 25, 2013

**INVITATION TO BID**

(Contract for Refuse Removal)

Envelopes containing bids must be sent to the Purchasing Department and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. In the lower left corner of the envelope, print your company name, Bid File Number and the time and date of opening. **Bidder must provide one (1) marked "original" and one (1) marked "copy".** All bids will be opened publicly. Bid documents may be secured from the Purchasing Department at the above address and from our website @ www.hcde.org.

A mandatory Pre-Bid Conference will be held at the Hamilton County Department of Education on May 7, 2013 at 10:00 a.m. Failure to attend will disqualify bidder from submitting bid.

Bid must be received in the Purchasing Department prior to the designated time for bid opening. Bids received after the designated time of opening will be considered late and will not be accepted. Bid opening date: May 14, 2013 @ 10:00 a.m.

BIDDER BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga//Republic Services of Chattanooga
Company Name

Bid File No. 13-34

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
April 25, 2013

**INVITATION FOR BIDS – Refuse Removal**

**Sealed bids will be received addressed to the Attention of: Denise Ellison, Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, until 10:00 AM, on Tuesday, May 14, 2013, at which time they will be opened and read publicly. Any bid received after the scheduled closing time for receipt of such bid will be returned to the bidder unopened.**

1. Ship, Deliver and Install all equipment and supplies in the respective project location, as directed by purchase order. All prices quoted must be installed prices.

2. Quality and Guarantee - All material on which bids are submitted shall be of the quality and grade established by Hamilton County Department of Education. Any item bid which does not completely meet stated specifications must be listed as an alternate.

3. Requirements for Submitting Bids - Bids made on forms other than the Proposal Form will not be considered. The signature of the person submitting the proposal shall be in longhand and the completed form shall be without erasure or interlineations. **Bidder must provide one (1) marked "original" and one (1) marked "copy".**

4. Rights of Owner - The Hamilton County Board of Education reserves the right to reject any or all bids or any part thereof, to waive technicalities, informalities, and to award a contract to other than the low bidder. The right is reserved to reduce or increase the quantity of any item; and to award contract by item number, or group of items. Price, quality, and suitability will be considered in awarding bids. Samples are to be submitted by the bidder if required upon request.

5. Clarification of Bid Document - Should a bidder find discrepancies in or omissions from the bid document or should he be in doubt as to its meaning, he shall at once request clarification of the Owner.

6. Awarding of Contracts - The Owner reserves the right to award one contract or all items or to award individual contracts item by item.

7. Invoices will be returned for correction unless they contain the following information: Purchase Order Number; Item Numbers; A Photograph of the existing condition with a written description of problem and a photograph on the corrective repair with a written description of the repair. Item; Quantity; Unit Price; Extensions; and Total.

8. Delivery of Goods and Services - It is understood and agreed that this bid shall constitute an offer which, when approved by the School Board and accepted in writing by the Purchasing Department, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed material and/or services will result in removal of your firm from our list of bidders for at least six (6) months.

9. Meeting Specifications - By my written signature on this bid, I (we) agree and certify that all items included in the bid meet or exceed any and all specifications covering such items. I (we) further agree, if awarded a contract, to deliver merchandise, or services which meet or exceed the specifications. Failure to comply with this section will result in removal of your firm from our list of bidders for at least six (6) months. This penalty does not preclude action to enforce specific performance.

10. Bids Requested on Brands or Equal - It is not intended to exclude other products of the intended quality level. Comparable products of other manufacturers will be considered if proof of comparability is requested and approved. It shall be the responsibility of the bidders; including bidders whose products are referenced, to furnish with the bid such specifications, catalog pages, brochures, and other data as will provide an adequate basis for determining the quality and functional capabilities of the products offered. Failure to provide this data may be considered valid justification for rejection of the bid.

11. Bids Requested on Alternate Products or Specifications - Alternate bids are encouraged. When Alternate Bids reveal more economical services, supplies, or materials than those specified, the Purchasing Department reserves the right to recommend the alternate or to re-advertise with modified specifications. Alternate bids cannot be considered, however, unless detailed specifications accompany the bid.

12. Service - All bidders are required to have an adequate service organization with service representatives located in Chattanooga or within two hours driving time of Chattanooga. Service representatives must be employed by the bidder or designated by him as his authorized representative on a full-time basis.

13. **Insurance – Bidders shall provide Workman's Compensation insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required (See 4.1F – Insurance Required). All insurance must be occurrence based. Successful bidder must add the Hamilton County Department of Education as additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional named insured.**

14. The successful bidder must furnish an acceptable legal surety company's performance bond in the amount equal to 100% of the accepted bid price.

15. **All bidders must execute "Addendum to Agreement".** Failure to execute "Addendum to Agreement" will result in disqualification of your bid. **Vendor agrees X, does not agree ___,** (please check appropriate response) to execute "Addendum to Agreement".

16. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

BIDDER BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga/Republic Services of Chattanooga

Company Name

17. **Declaration/Statement by Bidder** - The respondent hereby states that he, his company or any of its employees, agents, officer or proposed sub-contractors have_____ have not_X_violated or participated in a violation of (please indicate appropriate answer and be specific), been convicted, or pled "nolo contendre" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. -1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961 - 1968), the Hobbs Act (18 U.S.C.1951), the Mail or Wire Fraud Statutes (18 U.S.C.-1341,1343), the False Statements Statue (18 U.S.C. -1001) the Tennessee AntiTrust Act (T.C.A.- 47-25-101) or similar State or Federal law. Respondent further states that he, his company or any of its officers, agents, or employees have_____or have not_X_(please indicate appropriate answer) been debarred by any governmental agency (Federal, State or Local). If your response is affirmative, please explain circumstances and the occasion. **Failure to complete this statement shall be cause for your bid being considered non-responsive to this Bid Proposal Form and subject to rejection.**

18. A bid bond in the amount of five (5) percent of the annual total bid amount must be included with the bid. Cashier's Check, Certified Check, Money Order or Other Non-Cancellable Negotiable Instrument May be Submitted in Lieu of a Bid Bond.

The Hamilton County Department of Education affirms that it complies with Title VI and Title IX acts of 1964 / 1972.

**Title VI of the Civil Rights Act of 1964**

No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Title IX of the Education Amendments of 1972**

Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.

**General Information** - **I certify that no Hamilton County Department of Education Member or Department of Education Employee has any financial interest in this company or will profit in any way from this potential contract.**

Signed _____ Date May 14, 2013

Print Name Joseph Salamone Email: jsalamone@republicservices.com

Company BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga//Republic Services of Chattanooga

Address 1018 E. 38th St.

City Chattanooga State TN Zip 37407

Telephone No. 423.867.4850 Fax No. 423.867.4861

# Instructions for Non-Collusion Affidavit

(1) This non-collusion affidavit is material to any contract awarded pursuant to this bid.

(2) This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

(3) Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

(4) In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an affidavit must be submitted separately on behalf of each party.

(5) The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm and intentionally high or noncompetitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.

(6) The Non-Collusion Affidavit must be submitted with the contractor's bid for the proposed project. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

Bid File No. 13-34

## Non-Collusion Affidavit
(Attachment A)

State of Tennessee

County of Hamilton

I state that I am General Manager (Title) of BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga//Republic Services of Chattanooga (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.

(2) Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga//Republic Services of Chattanooga (Name of my Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga//Republic Services of Chattanooga (Name of my Firm) understands and acknowledges that the above representation are material and important and will be relied on by Hamilton County Department of Education (Name of Public Entity) in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Hamilton County Department of Education (Name of Public Entity) of the true facts relating to submission of bids for this contract.

(Signature and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 14 DAY
OF May, 20 13

NOTARY PUBLIC
My Commission Expires:

TERRI MCKEE
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

My Commission Expires:
April 23, 2014

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
April 25, 2013

## PROPOSAL FORM

TO: Hamilton County Board of Education
Chattanooga, Tennessee

The Hamilton County Board of Education will award a 48 month contract for refuse removal, per attached specifications. Contract period shall be July 1, 2013 through June 30, 2017. Contract may be renewed for an additional forty-eight (48) month period at twelve (12) month increments.

All bidders must provide the following:

- ability to service contract. Successful bidder must demonstrate proven ability to service contract of this size.
- three (3) references with phone numbers and contact person of comparable size contract.

Additions/deletions to this contract will be adjusted based on unit costs submitted for yardage and number of pick-ups.

All refuse must be properly disposed of in a state approved landfill.

IF ANY BIDDER REFUSES TO ENTER INTO A CONTRACT, THE BOARD OF EDUCATION SHALL RETAIN HIS/HER BID BOND AS LIQUIDATED DAMAGES BUT NOT AS A PENALTY

Bid price(s) may not be withdrawn for sixty (60) days from the date of bid opening.

**Specifications**
**Refuse Removal**
**Hamilton County Department of Education**
**Purchasing Department**
**April 25, 2013**
**Bid File No. 13-34**

**Part I - General**

**1.1 Summary**

A. Provide labor, materials, equipment, and services necessary to pick up, transport and dispose of in a licensed landfill all refuse generated at Hamilton County Department of Education Facilities including but not limited to...

**Schedule No. 1:** (36 Weeks)—SCHOOL YEAR: TOTAL WEEKLY YDS. 3,964

| Location | Receptacles | Frequency | Wkly Schedule | Yardage |
|---|---|---|---|---|
| Alpine Crest Elem<br>4700 Stagg Road | * 1-8 yd. | *3 X week | *M,W,F | * 24 |
| Apison Elem<br>10433 E. Brainerd Road | * 2-8 yd. | *3 X week | *M,W,F | * 48 |
| Battle Academy<br>1601 Market Street | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |
| Bess T. Shepherd Elem<br>7126 Tyner Road | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |
| Big Ridge Elem<br>5210 Cassandra Smith Road | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |
| Birchwood Elem<br>5623 Highway 60 | * 2-8 yd. | *1 X week | *Th | * 16 |
| B. T. Washington School<br>7821 Hancock Road | * 1-8 yd. | *2 X week | *M, Th | * 16 |
| Brainerd High<br>1020 N. Moore Road | * 2-8 yd. | *5 X week | *M,T,W,Th,F | * 80 |

| | | | | |
|---|---|---|---|---|
| Brainerd High<br>1020 N. Moore Road | * 1-8 yd. | *3 X week | *M,W,F | * 24 |
| Brown Academy<br>718 East 8th Street | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |
| Brown Middle<br>5716 Highway 58 | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |
| Calvin Donaldson<br>927 W. 37th Street | * 1-8 yd. | *3 X week | *M,W,F | * 24 |
| Central High<br>5728 Highway 58 | * 2-8 yd. | *5 X week | *M,T,W,Th,F | * 80 |
| Central Office<br>3074 Hickory Valley Road | * 2-8 yd. | *2 X week | *T, Th | * 32 |
| Central Office<br>Virtual School, Bldg 212 | * 1-8 yd. | *2 x week | *T, Th | * 16 |
| CSAS<br>865 E. Third Street | * 1-8 yd. | *2 X week | *M,Th | * 16 |
| CSAS<br>865 E. Third Street | * 2-8 yd. | *3 X week | *M, W, F | * 48 |
| Chattanooga High<br>1301 Dallas Road | * 2-8 yd. | *3 X week | *M,W, F | * 48 |
| CSLA<br>6579 E. Brainerd Road | * 1-8 yd. | *3 X week | *M,W,F | * 24 |
| Clifton Hills Elem<br>1815 E. 32nd Street | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |
| Daisy Elem<br>620 Sequoyah Road | * 1-8 yd. | *4 X week | *M,T,Th,F | * 32 |
| Dalewood Middle<br>1300 Shallowford Road | * 1-8 yd. | *4 X week | *M,T,Th,F | * 32 |
| DuPont Elem<br>4134 Hixson Pike | * 1-8 yd. | *4 X week | *M,T,Th,F | * 32 |
| E. Brainerd Intermediate<br>7553 Igou Gap Rd. | * 2-8 yd. | *2 X week | *T, Th | * 32 |

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|---|---|---|---|---|
| E. Brainerd Elem<br>7453 E. Brainerd Road | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |
| E. Hamilton M/H<br>2015 Ooltewah-Ringgold Rd | * 2-8 yd | *5 X week | *M,T,W,Th,F | * 80 |
| E. Ham. M/H Ball Field<br>2015 Ooltewah-Ringgold Rd | * 1-8 yd | *1 X week | *M | * 8 |
| East Lake Academy<br>2700 East 34th St. | * 1-8 yd | *5 X week | *M,T,W,Th,F | * 40 |
| East Lake Elem<br>3600 13th Avenue | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |
| East Ridge Elem<br>1014 John Ross Road | * 2-8 yd. | *5 X week | *M,T,W,Th,F | * 80 |
| East Ridge High<br>4320 Bennett Road | * 2-8 yd. | *5 X week | *M,T,W,Th,F | * 80 |
| East Ridge Middle<br>4400 Bennett Road | * 2-8 yd. | *5 X week | *M,T,W,Th,F | * 80 |
| East Side Elem<br>1603 S. Lyerly | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |
| Falling Water Elem<br>715 Roberts Mill Road | * 1-8 yd. | *4 X week | *M,T,Th,F | * 32 |
| Ganns Middle Valley Elem<br>1609 Thrasher Pike | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |
| Hardy Elem<br>2100 Glass Street | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |
| Harrison Bay Voc<br>Hamilton Cty Adult High<br>9050 Career Lane | * 1-8 yd. | *4 X week | *M,T,Th,F | * 32 |
| Harrison Elem<br>5637 Highway 58 | * 1-8 yd. | *4 X week | *M,T,Th,F | * 32 |
| Henry Barger Academy<br>4808 Brainerd Road | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |
| Hillcrest Elem<br>4302 Bonny Oaks Drive | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |

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|---|---|---|---|---|
| Hixson Elem<br>5950 Winding Lane | * 1-8 yd. | *4 X week | *M,T,Th,F | * 32 |
| Hixson High<br>5705 Middle Valley Road | * 3-8 yd. | *3 X week | *M,W,F | * 72 |
| Hixson Middle<br>5680 Old Hixson Pike | * 2-8 yd. | *3 X week | *M,W,F | * 48 |
| Howard SAT<br>2500 S. Market Street | * 3-8 yd. | *3 X week | *Mon,W,F | * 72 |
| Hunter Middle<br>5973 Hunter Road | * 2-8 yd. | *5 X week | *M,T,W,Th,F | * 80 |
| John Allen Elem<br>9811 Dallas Hollow Road | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |
| Lakeside Elem<br>4850 Jersey Pike | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |
| Loftis Middle<br>8611 Columbus Road | * 2-8 yd. | *4 X week | *M,T,Th,F | * 64 |
| Lookout Mountain Elem<br>321 N. Bragg Avenue | * 1-8 yd. | *2 X week | *T,F | * 16 |
| Lookout Valley Elem<br>701 Brown's Ferry Road | * 1-8 yd. | *4 X week | *M,T,Th,F | * 32 |
| Lookout Valley High<br>350 Lookout High Street | * 2-8 yd. | *2 X week | *M, Th | * 32 |
| Mary Ann Garber Elem<br>2225 Roanoke Avenue | * 1-8 yd. | *1 X week | *TH | * 8 |
| McConnell Elem<br>6629 Columbus Road | * 2-8 yd. | *3 X week | *M,W,F | * 48 |
| Nolan Elem<br>4435 Shackelford Ridge Road | * 2-8 yd. | *3 X week | *M,W,F | * 48 |
| Normal Park Lower<br>1009 Mississippi Avenue | * 1-8 yd. | *3 X week | *M,W,F | * 24 |
| Normal Park Upper<br>1219 W. Mississippi Avenue | * 1-8 yd. | *4 X week | *M,T,Th,F | * 32 |

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|---|---|---|---|---|
| N. Hamilton Cty Elem<br>601 Industrial Boulevard | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |
| Old Soddy Gym<br>Dayton Pike | * 1-4 yd. | *1 X week | *T. | * 4 |
| Ooltewah Elem (Old)<br>9232 Lee Highway | * 1-8 yd. | *3 X week | *M,W,F | * 24 |
| Ooltewah Elem (New)<br>8890 Snowy Owl | * 2-8 yd. | *4 X week | *M,W,TH,F | * 64 |
| Ooltewah High<br>6123 Mountain View Road | * 3-8 yd. | *6 X week | *M,T,W,Th,F,S | * 144 |
| Ooltewah Middle<br>5100 Ooltewah-Ringgold Road | * 2-8 yd. | *5 X week | *M,T,W,Th,F | * 80 |
| Orchard Knob Elem<br>2000 E. Third St. | * 2-8 yd. | *4 X week | *M,T,Th,F | * 64 |
| Orchard Knob Middle<br>500 N. Highland Park Avenue | * 1-8 yd. | *4 X week | *M,T,Th,F | * 32 |
| Piney Woods<br>701 Hooker Road | * 1-8 yd. | *1 X week | * TH | * 8 |
| Red Bank Elem<br>1100 Mountain Creek Road | * 2-8 yd. | *4 X week | *M,T,Th,F | * 64 |
| Red Bank High<br>640 Morrison Springs Rd | * 2-8 yd. | *5 X week | *M,T,W,Th,F | * 80 |
| Red Bank High Gym<br>640 Morrison Springs Rd | * 1-8 yd. | *2 X week | *M, TH | * 16 |
| Red Bank Middle (New)<br>3701 Tom Weathers Drive | * 2-8 yd. | *5 X week | *M,T,W,Th,F | * 80 |
| Rivermont Elem<br>3330 Hixson Pike | * 1-8 yd. | *4 X week | *M,T,TH,F | * 32 |
| Sale Creek High<br>211 Patterson Road | * 1-8 yd. | *4 X week | *M,T,Th,F | * 32 |
| School Age Child Care<br>4606 Oak Wood Drive | * 1-8 yd. | *1 X week | *Th | * 8 |

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|---|---|---|---|---|
| School Service Center<br>2501 Dodds Avenue | * 2-8 yd. | *2 X week | *T, TH | * 32 |
| School Food Svc/Whrs<br>2501 Dodds Avenue | * 1-8 yd. | *2 X week | *T, TH | * 16 |
| Sequoyah Voc<br>9517 Ridge Trail | * 4-8 yd. | *2 X week | *M,TH | * 64 |
| Signal Mtn. M/H<br>2650 Sam Powell Trail | * 3-8 yd | *3 X week | *M.W,F | * 72 |
| Snow Hill Elem<br>9042 Career Lane | * 2-8 yd. | *4 X week | *M,T,Th,F | * 64 |
| Soddy Daisy High<br>618 Scquoyah-Access Road | * 3-8 yd. | *4 X week | *M,T,Th,F | * 96 |
| Soddy Daisy Middle<br>200 Turner Road | * 2-8 yd. | *3 X week | *M,W,F | * 48 |
| Soddy Elem<br>260 School Street | * 1-8 yd. | *4 X week | *M,T,Th,F | * 32 |
| Spring Creek Elem<br>1100 Spring Creek Road | * 2-8 yd. | *5 X week | *M,T,W,Th,F | * 80 |
| STEM School<br>4501 Amnicola Hwy. | *1-8 yd. | *2 X week | *T, Th | * 16 |
| Teachers Learning Ctr<br>1161 W. 40th Street | * 1-8 yd. | *2 X week | *T, F | * 16 |
| Thrasher Elem<br>1301 James Boulevard | * 2-8 yd. | *2 X week | *M,Th | * 32 |
| Tyner High<br>6836 Tyner Road | * 2-8 yd. | *3 X week | *M,W,F | * 48 |
| Tyner Middle<br>6837 Tyner Road | * 2-8 yd. | *3 X week | *M,W,F | * 48 |
| Wallace Smith Elem<br>5971 Hunter Road | * 2-8 yd. | *4 X week | *M,T,Th,F | * 64 |
| Westview Elem<br>9629 E. Brainerd Road | * 1-8 yd. | *5 X week | *M,T,W,Th,F | * 40 |

| | | | | |
|---|---|---|---|---|
| White Oak / Dawn<br>901 Altamont Road | * 1-8 yd. | *3 X week | *M,W,F | * 24 |
| Wolftever Creek<br>5080 Ooltewah-Ringgold Road | * 2-8 yd. | *4 X week | *M,T,Th,F | * 64 |
| Woodmore Elem<br>800 Woodmore Lane | * 1-8 yd. | *5 X week | *M,T,W,TH,F | * 40 |

**TOTAL WEEKLY YARDAGE SCHEDULE NO. 1 (REGULAR) 3964 YARDS**

**Schedule No. 2 Summer**

| Location | Receptacles | Frequency | Wkly Schedule | Yardage |
|---|---|---|---|---|
| Alpine Crest Elem<br>4700 Stagg Road | * 1-8 yd. | *1 X week | *M, | * 8 |
| Apison Elem<br>10433 E. Brainerd Road | * 2-8 yd. | *2 X week | *M,Th | * 32 |
| Battle Academy<br>1601 Market Street | * 1-8 yd. | *1 X week | *M, | * 8 |
| Bess T. Shepherd Elem<br>7126 Tyner Road | * 1-8 yd. | *1X week | *M, | * 8 |
| Big Ridge Elem<br>5210 Cassandra Smith Road | * 1-8 yd. | *2 X week | *M,Th, | * 16 |
| Birchwood Elem<br>5623 Highway 60 | * 2-8 yd. | *1 X week | *M | * 16 |
| B. T. Washington School<br>7821 Hancock Road | * 1-8 yd. | *1 X week | *M, | * 8 |
| Brainerd High<br>1020 N. Moore Road | * 2-8 yd. | *1 X week | *M, | * 16 |
| Brainerd High<br>1020 N. Moore Road | * 1-8 yd. | *1 X week | *M, | * 8 |
| Brown Academy<br>718 East 8th Street | * 1-8 yd. | *2 X week | *M,Th | * 16 |
| Brown Middle<br>5716 Highway 58 | * 1-8 yd. | *1 X week | *M, | * 8 |

| | | | | |
|---|---|---|---|---|
| Calvin Donaldson<br>927 W. 37th Street | * 1-8 yd. | *1 X week | *M, | * 8 |
| Central High<br>5728 Highway 58 | * 2-8 yd. | *1 X week | *M, | * 16 |
| Central Office<br>3074 Hickory Valley Road | * 2-8 yd. | *2 X week | *T, TH | * 32 |
| Central Office<br>Virtual School, Bldg 212 | * 1-8 yd. | *2 x week | *T, TH | * 16 |
| CSAS<br>865 E. Third Street | * 1-8 yd. | *1 X week | *M, | * 8 |
| CSAS<br>865 E. Third Street | * 2-8 yd. | *1 X week | *M, | * 16 |
| Chattanooga High<br>1301 Dallas Road | * 2-8 yd. | *1 X week | *M, | * 16 |
| CSLA<br>6579 E. Brainerd Road | * 1-8 yd. | *1 X week | *M, | * 8 |
| Clifton Hills Elem<br>1815 E. 32nd Street | * 1-8 yd. | *1 X week | *M, | * 8 |
| Daisy Elem<br>6020 Sequoyah Road | * 1-8 yd. | *2 X week | *M,Th | * 16 |
| Dalewood Middle<br>1300 Shallowford Road | * 1-8 yd. | *1 X week | *M, | * 8 |
| DuPont Elem<br>4134 Hixson Pike | * 1-8 yd. | *1 X week | *M, | * 8 |
| E. Brainerd Intermediate<br>7553 Igou Gap Road | * 2- 8 yd. | *1 X week | *M | * 16 |
| E. Brainerd Elem<br>7453 E. Brainerd Road | * 1-8 yd. | *1 X week | *M | * 8 |
| E. Hamilton M/H<br>2015 Ooltewah-Ringgold Rd | * 2-8 yd | *1 X week | *M, | * 16 |
| E. Ham. M/H Ball Field<br>2015 Ooltewah-Ringgold Rd | * 1-8 yd | *1 X week | *M | * 8 |

| | | | | |
|---|---|---|---|---|
| Howard SAT<br>2500 S. Market Street | * 3-8 yd. | *1 X week | *M, | * 24 |
| Hunter Middle<br>5973 Hunter Road | * 2-8 yd. | *1 X week | *M, | * 16 |
| John Allen Elem<br>9811 Dallas Hollow Road | * 1-8 yd. | *2 X week | *M,Th, | * 16 |
| Lakeside Elem<br>4850 Jersey Pike | * 1-8 yd. | *1 X week | *M, | * 8 |
| Loftis Middle<br>Columbus Road | * 2-8 yd. | *1 X week | *M, | * 16 |
| Lookout Mtn Elem<br>321 N. Bragg Avenue | * 1-8 yd. | *1 X week | *M, | * 8 |
| Lookout Valley Elem<br>701 Brown's Ferry Road | * 1-8 yd. | *1 X week | *M, | * 8 |
| Lookout Valley High<br>350 Lookout High Street | * 2-8 yd. | *1 X week | *M, | * 16 |
| Mary Ann Garber Elem<br>2225 Roanoke Avenue | * 1-8 yd. | *1 X week | *M | * 8 |
| McConnell Elem<br>6629 Columbus Road | * 2-8 yd. | *2 X week | *M,Th | * 32 |
| Nolan Elem<br>4435 Shackelford Ridge Road | * 2-8 yd. | *1 X week | *M, | * 16 |
| Normal Park Lower<br>1009 Mississippi Avenue | * 1-8 yd. | *1 X week | *M, | * 8 |
| Normal Park Upper<br>1219 W. Mississippi Avenue | * 1-8 yd. | *1 X week | *M, | * 8 |
| N. Hamilton Cty Elem<br>601 Industrial Boulevard | * 1-8 yd. | *1 X week | *M, | * 8 |
| Old Soddy Gym<br>Dayton Pike | * 1-4 yd. | *1 X week | *M. | * 4 |
| Ooltewah Elem (Old)<br>9232 Lee Highway | * 1-8 yd. | *1 X week | *M, | * 8 |

| | | | | |
|---|---|---|---|---|
| Ooltewah Elem (New)<br>8890 Snowy Owl | * 2-8 yd. | *1 X week | *M, | * 16 |
| Ooltewah High<br>6123 Mountain View Road | * 3-8 yd. | *1 X week | *M, | * 24 |
| Ooltewah Middle<br>5100 Ooltewah-Ringgold Road | * 2-8 yd. | *1 X week | *M | * 16 |
| Orchard Knob Elem<br>2000 E. Third Street | * 2-8 yd. | *1 X week | *M, | * 16 |
| Orchard Knob Middle<br>500 N. Highland Park Avenue | * 1-8 yd. | *1 X week | *M, | * 8 |
| Piney Woods<br>701 Hooker Road | * 1-8 yd. | *1 X week | * M | * 8 |
| Red Bank Elem<br>1100 Mountain Creek Road | * 2-8 yd. | *2 X week | *M,Th, | * 32 |
| Red Bank High<br>640 Morrison Springs Road | * 2-8 yd. | *1 X week | *M, | * 16 |
| Red Bank High Gym<br>640 Morrison Springs Road | * 1-8 yd. | *1 X week | *M, | * 8 |
| Red Bank Middle (New)<br>3701 Tom Weathers Drive | * 2-8 yd. | *1 X week | *M, | * 16 |
| Rivermont Elem<br>3330 Hixson Pike | * 1-8 yd. | *1 X week | *M, | * 8 |
| Sale Creek High<br>211 Patterson Road | * 1-8 yd. | *1 X week | *M, | * 8 |
| School Age Child Care<br>4606 Oak Wood Drive | * 1-8 yd. | *1 X week | *Th | * 8 |
| Service Center<br>2501 Dodds Avenue | * 2-8 yd. | *2 X week | *T, TH | * 32 |
| Food Svc/Wrhse<br>2501 Dodds Avenue | * 1-8 yd. | *2 X week | *T, TH | * 16 |
| Sequoyah Voc<br>9517 Ridge Trail | * 4-8 yd. | *1 X week | *M, | * 32 |

| | | | | |
|---|---|---|---|---|
| Signal Mtn. M/H<br>2650 Sam Powell Trail | * 3-8 yd | *1 X week | *M. | * 24 |
| Snow Hill Elem<br>9042 Career Lane | * 2-8 yd. | *1 X week | *M, | * 16 |
| Soddy Daisy High<br>618 Sequoyah Access Road | * 3-8 yd. | *1 X week | *M, | * 24 |
| Soddy Daisy Middle<br>200 Turner Road | * 2-8 yd. | *1 X week | *M, | * 16 |
| Soddy Elementary<br>260 School Street | * 1-8 yd. | *1 X week | *M, | * 8 |
| Spring Creek Elem<br>1100 Spring Creek Road | * 2-8 yd. | *1 X week | *M, | * 16 |
| STEM School<br>4501 Amnicola Hwy. | *1-8 yd. | *1 X week | *M | * 8 |
| Teachers Learning Ctr<br>1161 W. 40th Street | * 1-8 yd. | *2 X week | *T, Fri | * 16 |
| Thrasher Elem<br>1301 James Boulevard | * 2-8 yd. | *2 X week | *M,Th | * 32 |
| Tyner High<br>6836 Tyner Road | * 2-8 yd. | *1 X week | *M, | * 16 |
| Tyner Middle<br>6837 Tyner Road | * 2-8 yd. | *1 X week | *M, | * 16 |
| Wallace Smith Elem<br>5971 Hunter Road | * 2-8 yd. | *2 X week | *M,Th, | * 32 |
| Westview Elem<br>9629 E. Brainerd Road | * 1-8 yd. | *1 X week | *M, | * 8 |
| White Oak / Dawn<br>901 Altamont Road | * 1-8 yd. | *1 X week | *M, | * 8 |
| Wolftever Creek<br>5080 Ooltewah-Ringgold Road | * 2-8 yd. | *1 X week | *M, | * 16 |
| Woodmore Elem<br>800 Woodmore Lane | * 1-8 yd. | *1 X week | *M, | * 8 |

**TOTAL WEEKLY YARDAGE SCHEDULE NO. 2 (SUMMER) 1276 YARDS**

**Schedule No. 3 Single-Stream Recycle**

| Location | Receptacles | Frequency | Wkly Schedule | Yardage |
|---|---|---|---|---|
| Battle Academy<br>1601 Market Street | * 1-8 yd. | *1 X week | *F | * 8 |
| Bess T. Shepherd Elem<br>7126 Tyner Road | * 1-8 yd. | *1 X week | *M, | * 8 |
| Brown Academy<br>718 East 8th Street | * 1-8 yd. | *1 X week | *F | * 8 |
| Brown Middle<br>5716 Highway 58 | * 1-8 yd. | *1 X week | *T | * 8 |
| Calvin Donaldson Elem<br>927 W. 37th Street | * 1-8 yd. | *1 X week | *F | * 8 |
| Central High<br>5728 Highway 58 | * 1-8 yd. | *1 X week | *T | * 8 |
| Clifton Hills Elem<br>1815 E. 32nd Street | * 1-8 yd. | *1 X week | *W | * 8 |
| East Ridge Middle<br>4400 Bennett Road | * 1-8 yd. | *1 X week | *T | * 8 |
| Hardy Elem<br>2100 Glass Street | * 1-8 yd. | *1 X week | *Th | * 8 |
| Harrison Bay Voc<br>Hamilton Cty Adult High<br>9050 Career Lane | * 1-8 yd. | *1 X week | *T | * 8 |
| Harrison Elem<br>5637 Highway 58 | * 1-8 yd. | *1 X week | *T | * 8 |
| Hillcrest Elem<br>4302 Bonny Oaks Drive | * 1-8 yd. | *1 X week | *Th | * 8 |
| Howard SAT<br>2500 S. Market St. | * 1-8 yd. | *1 X week | *F | * 8 |
| Hunter Middle<br>5973 Hunter Road | * 1-8 yd. | *1 X week | *T | * 8 |

| | | | | |
|---|---|---|---|---|
| Ooltewah Elem (New)<br>8890 Snowy Owl | * 1-8 yd. | *1 X week | *Th | * 8 |
| Ooltewah Middle<br>5100 Ooltewah-Ringgold Road | * 1-8 yd. | *1 X week | *T | * 8 |
| Red Bank Elem<br>1100 Mountain Creek Road | * 1-8 yd. | *1 X week | *M, | * 8 |
| Red Bank High<br>640 Morrison Springs Road | * 1-8 yd. | *1 X week | *W | * 8 |
| Red Bank Middle (New)<br>3701 Tom Weathers Drive | * 1-8 yd. | *1 X week | *W | * 8 |
| Snow Hill Elem<br>9042 Career Lane | * 1-8 yd. | *1 X week | *T | * 8 |
| Spring Creek Elem<br>1100 Spring Creek Road | * 1-8 yd. | *1 X week | *W | * 8 |
| Teachers Learning Ctr<br>1161 W. 40th Street | * 1-8 yd. | *1 X week | *Fri | * 8 |
| Tyner Middle<br>6837 Tyner Road | * 1-8 yd. | *1 X week | *M, | * 8 |
| Wallace Smith Elem<br>5971 Hunter Road | * 1-8 yd. | *1 X week | *T | * 8 |
| Wolftever Creek<br>5080 Ooltewah-Ringgold Road | * 1-8 yd. | *1 X week | *T | * 8 |

**TOTAL WEEKLY YARDAGE SCHEDULE NO. 3 SINGLE-STREAM RECYCLE (ESTIMATED) 200 YARDS**

**RECYCLING: PROPOSER MUST PROVIDE RECYCLE CONTAINERS AS REQUESTED. BIDDER/PROPOSER MAY SUBMIT A PRICE (DEDUCT OR ADD) TO IMPLEMENT A "RECYCLING" PROGRAM. SUCH PROGRAM MUST NOT RESULT IN A FAILURE TO REMOVE SOLID WASTE IN A TIMELY MANNER OR ALLOW WASTE TO ACCUMULATE ON SCHOOL PROPERTY. QUANTITY OF SOLID WASTE LISTED IN THE PICK-UP SCHEDULE HAS BEEN ESTIMATED TO BE NECESSARY FOR EFFICIENT SCHOOL OPERATION. BIDDER/PROPOSER ASSUMES RISK FOR SUCCESS OR FAILURE OF ANY PROPOSED RECYCLING PROGRAM. TRAINING OF HCDE PERSONNEL AND COMPLIANCE WITH RECYCLING PROVISIONS WILL BE THE RESPONSIBILITY OF BIDDER/PROPOSER.**

**Schedule No.1:** 36 Weeks* **Total Weekly Yardage 3,964**
*Regular fiscal year (July 1 – June 30).

**Schedule No. 2:** (16 weeks, may vary)--SCHOOL NOT IN SESSION

**TOTAL WEEKLY YARDS: 1,276**

**Schedule No. 3: Single-Stream Recycle (36 Weeks, may vary) Total weekly yards 200**

Empty receptacles one time per week at all locations during summer and holiday breaks. With exception of Brown Academy, Central Office, Service Center, Food Service/Warehouse, Piney Woods, Mary Ann Garber, Hardy Elementary and Teacher's Learning Center (they will remain on regular schedule).

1.2 Quality Assurance

A. Comply with all applicable laws, codes, and regulations.

B. Use adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts, who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.

C. Provide to the Hamilton County Department of Education a copy of all licenses required by law pertaining to the transport and disposal of refuse and insurance requirements set forth by the school district.

1.3 Delivery, Storage, and Handling

A. **Contractor will supply all trash receptacles and provide an acceptable maintenance program insuring all receptacles are in full working order, clean, (washed when necessary to maintain appearance and compliance with Health Department Regulations) and painted when necessary. Tops and/or covers must be operable at all times.**

B. Identify each receptacle with the contractors name and telephone number for service and inquiries and all proper safety notices.

C. Locate at all times each receptacle in its designated location.

D. Receptacles removed off site for disposal of refuse are to be returned promptly and in an acceptable condition.

E. Take all necessary steps to protect the public and all property and vehicles from damage during progress of the work of this contract.

**2.1 Materials**

A. Successful bidder must furnish new (unused) receptacles, with operable lids. (Dumpsters) All receptacles (Dumpsters) are to be approved by the Hamilton County Department of Education for proper physical condition, color, and style prior to locating on campus.

B. Bidder must furnish single-stream recycle containers where requested.

**3.1 Execution**

A. Examine all locations scheduled to receive receptacles in this contract and locate conditions which will adversely affect the performance and quality of the work. Advise the Hamilton County Department of Education of all such conditions and secure further directions from the school district as required.

B. Notifications for special pick-ups will be the responsibility of the Hamilton County Department of Education with a response time of no more than 24 hours by the contractor unless otherwise arranged due to special circumstances.

C. Receptacles inaccessible due to traffic or weather conditions will be brought to the attention of the Hamilton County Department of Education for corrective action immediately.

D. Weekly schedule changes will be the responsibility of the school district. The contractor will notify the Hamilton County Department of Education of any recommendations related to scheduling that may be of benefit to the school district or the contractor's operation.

E. All scheduled refuse removal operations will be performed during the hours of 6:00 a.m. to 11:00 a.m. or earlier if it does not interfere with the operation of the school or the privacy of nearby residences.

**3.2 Owners Representative**

A. The Hamilton County Department of Education or designee retains the right to visit the disposal site, observe the operation, and report to the physical plant on the contractor's adherence to the specified requirements.

**4.1 Special Conditions**

A. The Parties acknowledge the initial term of this Agreement, which is for a period of forty-eight (48) months commencing on July 1, 2013, followed by four (4) additional renewal periods of twelve (12) months thereafter. Either party may elect not to renew this Agreement at the expiration of the original term or after each renewal period. This agreement may be terminated by either party hereto at the end of the initial forty-eight (48) month period or additional twelve (12) month renewal period by written notice to this effect sent via Certified Mail to the other party at least ninety (90) days prior to the end of the initial forty-eight (48) month period or twelve (12) month renewal period.

B. Any request for rate increase will be done in writing by notification to the Assistant Superintendent Auxiliary Services, Hamilton County Department of Education, 2501 Dodds Avenue, Chattanooga, TN 37407 at least ninety (90) days prior to the end of each fiscal year renewal period (July 1 – June 30) for review. (Increases limited to Atlanta area CPI or 2% maximum, whichever is less)

C. It is agreed by the parties hereto that in the event of an alleged breach of any provisions of this agreement the offended party shall, by written notice, give to the offending party sixty (60) days, commencing with the receipt of said notice, to correct the alleged breach. In the event said alleged breach is not so remedied within the sixty (60) day period, the offended party may in its discretion give written notice to the offending party that at the end of an additional thirty (30) day period the offended party shall consider this agreement cancelled and that it tends to be released from all obligations hereunder. In the event of termination, all amounts due and owing shall be adjusted to the effective date of termination.

D. **Independent Contractor:** Contractor shall acknowledge that it and its employees serves as independent contractors and that HCDE shall not be responsible for any payment, insurance or incurred liability.

E. **Indemnification:** Contractor shall indemnify, save and hold harmless HCDE, the School Board, Administration, agents and employees from all suits, claims actions or damages of any nature brought because of, or arising out of, or due to breach of agreement by contractor, its sub-contractors, suppliers, agents or employees due to any negligent act or occurrence or any omission or commission of contractor, its sub-contractors, suppliers, agents or employees.

F. **INSURANCE REQUIRED:****

**All bidders must provide Certificate of Insurance detailing the following coverage and amounts as part of bid submittal:**

| COVERAGE | AMOUNT |
|---|---|
| Workers Compensation: | Statutory limits of Tennessee |
| Employers Liability: | $1,000,000 per occurrence |
| Commercial General Liability: | $1,000,000 each occurrence, $2,000,000 aggregate |
| E & O: | $1,000,000 each occurrence |
| Auto (Truck) Liability: | $1,000,000 each occurrence + uninsured motorist |

**Successful bidder must add the Hamilton County Department of Education to insurance policies as additional named insured prior to the execution of contract.**

G. Invoicing for specified services will be monthly, listing each facility and cost respectively. Special pick-ups are to be invoiced separately with a description of service and facility.

## H. ALLOWANCE:

1. Include the sum of Fifteen Thousand Dollars ($15,000.00) in the base bid to allow for special or additional pick-ups as directed by owner. Special pick-ups to be billed individually on a monthly basis. Any unused funds to be adjusted on the last monthly bill of the fiscal year.
2. Include the sum of Thirty Two Thousand Six Hundred Twenty Four dollars ($32,624.00) in the base bid to allow for adjustment of fuel cost per the formula in item I. below.

## I. FUEL ESCALATOR:

For the purpose of the solid waste bid, the cost of **ultra-low sulfur** diesel fuel is established as **$4.20** per gallon for the month of July, 2013.

A monthly "fuel adjustment" will be allowed under the following conditions.

The average monthly fuel cost will be established at the end of each month based on reports issued by: Energy Information Administration for Midwest PAAD II average cost per gallon.
Web site: http://www.eia.gov/petroleum/gasdiesel/
Fuel adjustment will be calculated as follows:

For each $.20 cent variation in the monthly average per gallon price of diesel fuel above or below the bid established price of **$4.20** per gallon, the per yard cost will be adjusted by $.05 cents up or down as fuel cost varies.

**Example:**

| Weekly yardage | increase/ or decrease per gallon | yardage adjustment cents per yard | weekly impact |
|---|---|---|---|
| 3,964 | .20 | .05 per yard | 3,964 x .05=$198.20 |
| 1,276 | .20 | .05 per yard | 1,276 x .05=$63.80 |

Impact for 36 week period per each $0.20 change in price:
36 X $198.20= $7,135.20

Impact for 16 week period per each $0.20 change in price:
16 x $63.80 = $1,020.80

Annual budget impact for each $.20 cent change in fuel prices:

$7,135.20+ $1,020.80 = $8,156.00

**Provide allowance in base bid of $32,624.00 to allow for up to an eighty cent ($.80) per gallon increase of fuel cost above base-line cost. Any additional increase of $.20 cents per gallon will be added at the same formula, but is not included the allowance. Any decrease of $.20 cents per gallon in fuel costs, below base-line cost will result in per yard price reduction of $.05 per yard.**

5.1 Bid Proposal

**Lump Sum Price Schedule**

| Schedule No. | Weekly Yardage | | Cost per Yard | | Weeks | | Total |
|---|---|---|---|---|---|---|---|
| 1 | 3,964 | X | $ 2.09 | X | 36 | = | $ 298,251.36 |
| 2 | 1,276 | X | $ 2.09 | X | 16 | = | $ 42,669.44 |
| 3 | 200 | X | $ 0.75 | X | 36 | = | $ 5,400.00 |

ALLOWANCE FOR SPECIAL PICK-UPS: ADD LUMP SUM **$15,000.00**

ALLOWANCE FOR FUEL ESCALATOR: ADD LUMP SUM **$32,624.00**

TOTAL ANNUAL COST (INCLUDES BASE BID, ALLOWANCES AND RECYCLE COST): $ **393,944.80**

**Written Total Annual Cost:** Three-hundred & ninety-three thousand, nine-hundred & fourty-four dollars and eighty cents

**COMPANY NAME:** BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga // Republic Services of Chattanooga

**OFFICIAL SIGNING:** _____

**DATE:** May 14, 2013

**NOTE: THE HAMILTON COUNTY BOARD OF EDUCATION SHALL ONLY USE THE ANNUAL TOTAL UNDER SECTION 5.1, BID PROPOSAL LUMP SUM PRICE SCHEDULE, IN ANALYZING THE FINANCIAL IMPACT OF EACH BID AND ALTERNATE BID(S), IF APPLICABLE. ANY BID OR ALTERNATE BID(S), IF APPLICABLE, THAT DOES NOT INCLUDE AN ANNUAL TOTAL COST SHALL BE CONSIDERED AN INCOMPLETE BID AND NOT INCLUDED IN THE TALLY OF ALL RECEIVED COMPLETE BIDS**

# ADDENDUM******USED EQUIPMENT

Bid File No. 13-34

**Provide allowance in base bid of $32,624.00 to allow for up to an eighty cent ($.80) per gallon increase of fuel cost above base-line cost. Any additional increase of $.20 cents per gallon will be added at the same formula, but is not included the allowance. Any decrease of $.20 cents per gallon in fuel costs, below base-line cost will result in per yard price reduction of $.05 per yard.**

5.1 Bid Proposal

**Lump Sum Price Schedule**

| Schedule No. | Weekly Yardage | | Cost per Yard | | Weeks | | Total |
|---|---|---|---|---|---|---|---|
| 1 | 3,964 | X | $ 2.04 | X | 36 | = | $ 291,116.16 |
| 2 | 1,276 | X | $ 2.04 | X | 16 | = | $ 41,648.64 |
| 3 | 200 | X | $ 0.60 | X | 36 | = | $ 3,600.00 |

ALLOWANCE FOR SPECIAL PICK-UPS: ADD LUMP SUM **$15,000.00**

ALLOWANCE FOR FUEL ESCALATOR: ADD LUMP SUM **$32,624.00**

TOTAL ANNUAL COST (INCLUDES BASE BID, ALLOWANCES AND RECYCLE COST): $ **383,988.80**

**Written Total Annual Cost:** Three-hundred & eighty-three thousand, nine hundred & eighty-eight dollars and eighty cents

**COMPANY NAME:** BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga // Republic Services of Chattanooga

**OFFICIAL SIGNING:** _____

**DATE:** May 14, 2013

**NOTE: THE HAMILTON COUNTY BOARD OF EDUCATION SHALL ONLY USE THE ANNUAL TOTAL UNDER SECTION 5.1, BID PROPOSAL LUMP SUM PRICE SCHEDULE, IN ANALYZING THE FINANCIAL IMPACT OF EACH BID AND ALTERNATE BID(S), IF APPLICABLE. ANY BID OR ALTERNATE BID(S), IF APPLICABLE, THAT DOES NOT INCLUDE AN ANNUAL TOTAL COST SHALL BE CONSIDERED AN INCOMPLETE BID AND NOT INCLUDED IN THE TALLY OF ALL RECEIVED COMPLETE BIDS**

**Special Pick-up Price Schedule**

| No. | Item | Location | Cost |
|---|---|---|---|
| (1) | 20 yard Dumpster | All Facilities | $ 18.00 per yard* |
| (2) | 30 yard Dumpster | All Facilities | $ 18.00 per yard* |
| (3) | 40 yard Dumpster | All Facilities | $ 18.00 per yard* |

*20, 30, and 40 yard dumpster per yard price to include delivery, pick-up and disposal cost

**NOTE: THE HAMILTON COUNTY BOARD OF EDUCATION SHALL CONSIDER THE COST UNDER THE SPECIAL PICK-UP PRICE SCHEDULE FOR INFORMATION PURPOSES ONLY. THE COST WILL NOT BE CONSIDERED IN ANALYZING THE FINANCIAL IMPACT OF ANY COMPLETED BID OR ALTERNATE BID (S), IF APPLICABLE. FURTHER, THE HAMILTON COUNTY BOARD OF EDUCATION RESERVES THE RIGHT TO UTILIZE ANY COMPANY FOR ONE-TIME SPECIAL DUMPSTER NEEDS IT CHOOSES.**

**Bonds required**

**A. Bid Bond: Bid Bond in the amount of five (5) percent of the annual total cost must be submitted with bid. If a bidder submits multiple bids, the amount of the bid bond shall be five (5) percent of the highest submitted bid.**

**B. Performance Bond: Performance Bond in the full annual amount of the contract must be submitted prior to approval of the contract.**

**5.3 Acceptance**

**A. The successful bidder agrees to implement this schedule within ten (10) days after notice of award.**

**B. It is understood that bids will be tabulated immediately after opening of bids and the contract will be awarded within thirty (30) days pending owner/Board approval.**

**A mandatory pre-bid conference will be held at the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, TN 37421, on Tuesday, May 7, 2013, at 10:00 a.m. All bidders are required to attend the pre-bid conference. Failure to attend the pre-bid conference will disqualify bidder from submitting bid.**
Questions regarding this bid are to be submitted in writing to:
Gary Waters
Hamilton County Department of Education
2501 Dodds Avenue
Chattanooga, TN 37407
Phone 423-209-5600
Fax 423-209-5601
E-Mail: waters_gary@hcde.org

# *ADDENDUM TO AGREEMENT*

This addendum shall be considered part of and incorporated into the Agreement between the Hamilton County Department of Education, hereinafter referred to as, "Department" and BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga // Republic Services of Chattanooga Company (Company) dated May 14, 2013. Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This lease/contract shall terminate at the end of the current fiscal year, June 30. Additional annual term(s), each of which said term shall expire at the end of the then current fiscal year, shall be at the sole option of the Department. If not renewed, for reason of Funding Out (which means Department has insufficient funds to pay at June 30), Department shall have no obligation to pay any additional costs and Department shall surrender all rights and interest in any asset(s) which are not fully owned by Department to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the Department shall be consistent during the term(s) of the Agreement.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

| | |
|---|---|
| Superintendent<br>Hamilton County Department of Education | Authorized Representative |
| | BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga // Republic Services of Chattanooga<br>Company |
| Date | May 14, 2013<br>Date |

# Hamilton County Department of Education
## Vendor Information Form and Substitute IRS Form W9

PRINT OR TYPE

Name: (as appears on your income tax return) BFI Waste Services, LLC *dba* Allied Waste Services of Chattanooga // Republic Services of Chattanooga

Business Name: (if different from above)

Business Federal Tax ID # 88-1003826 *or* Social Security #

If using SS# include name: (as appears on your income tax return)

Does IRS require a 1099 for your company earnings? ☐ Yes ☒ No

If "Yes" Business Owner's Name:

Mailing address for payments:
Allied Waste Services #997
P.O. Box 9001099
Louisville, KY 40290-1099

Mailing address for purchase orders, proposals and bids:
Allied Waste
1018 E. 38th St.
Chattanooga TN., 37407

Contact Person: Terri McKee Phone #: (423) 887 - 4660

Fax #: (423) 887 - 4851 E-mail: tmckee@republicservices.com

Indicate your business organization type:

☐ Individual ☐ Partnership ☒ Corporation ☐ Government Agency

☐ Other

Is your business incorporated? ☒ Yes ☐ No

**Certification:** Under penalties of perjury, I certify that:

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

Definition of a U.S. person: For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding

Signature of U.S. Person:

Title: General Manager Date: May 14, 2013

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): FAX (A/C No.Ext):
E-MAIL ADDRESS: certificateteam@ccmsi.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: OLD REPUBLIC INSURANCE COMPANY | 24147 |
| INSURER B: ILLINOIS UNION INSURANCE COMPANY | 27960 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

**COVERAGES** **CERTIFICATE NUMBER: 274631** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PROJECT [ ] LOC | | | MWZY 59665 | 08/30/2012 | 08/30/2013 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS -COMP/OP AGG | $ 5,000,000<br>$ 5,000,000<br><br>$ 5,000,000<br>$ 5,000,000<br>$ 5,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[X] ALL OWNED AUTOS [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS [X] NON-OWNED AUTOS | | | MWTB 21558 | 08/30/2012 | 08/30/2013 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY(Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 5,000,000 |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | |
| A<br>A<br>A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N<br>N/A | | WC 117827 00 AOS<br>MWXS 981 Excess WC OH<br>MWXS 980 Excess NSWC TX | 08/30/2012<br>08/30/2012<br>08/30/2012 | 08/30/2013<br>08/30/2013<br>08/30/2013 | [X] WC STATU-TORY LIMITS [ ] OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE -EA EMPLOYEE<br>E.L. DISEASE -POLICY LIMIT | <br>$ 3,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| B | POLLUTION LEGAL LIABILITY | | | PPL G27064061 001 | 08/30/2012 | 08/30/2013 | $25,000,000 Per Occurance<br>$25,000,000 Aggregate | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Coverage - For use for Republic Services, Inc. and all its subsidiaries

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Republic Services, Inc., & its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc., has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation insurance in Texas. The excess policy (MWXS 980) shown on this certificate provides excess indemnity and Employers Liability coverage for the approved Indemnity Plan.

EVIDENCE

**CERTIFICATE HOLDER**
Evidence Only

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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**BID BOND**

**Travelers Casualty and Surety Company of America**
**One Tower Square 3PB, Hartford, CT 06183**

Bond No. Bid Bond

KNOW ALL MEN BY THESE PRESENTS,

That we, BFI Waste Services, LLC, as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America, of One Tower Square 3PB, Hartford, CT 06183, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto Hamilton County Department of Education, as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the annual total bid amount Dollars ($ 5% ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Refuse Removal

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of May, 2013.

BFI Waste Services, LLC

Amanda Mashburn Witness

By: Jacqueline Hampton (Seal)
Jacqueline Hampton Attorney-in-Fact, Principal

Travelers Casualty and Surety Company of America

Rebekah Wicke Witness

By: Johanne S. Puckett (Seal)
Johanne S. Puckett, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America.

S-1869-G (03-99)

May 14, 2013

Hamilton County Department of Education
3074 Hickory Valley Rd
Chattanooga, TN 37421

RE: BFI Waste Services, LLC

Gentlemen:

We are writing to you at the request of BFI Waste Services, LLC
This principal has or is about to submit a proposal for Bid for Refuse Removal

If a contract for this work is awarded to BFI Waste Services, LLC
Travelers Casualty and Surety Company of America a surety licensed
to conduct business in the State of TN has agreed to act as surety on
the bond as specified in the bid proposal.

Please let us know if you need anything further in this regard.

Sincerely,

Johanne S. Puckett
Attorney-in-fact
Travelers Casualty and Surety Company of America

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

# POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225255

Certificate No. 005362271

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Johanne S. Puckett, Jacqueline Hampton, and Michelle Patterson

of the City of Greenville, State of South Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of February, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 12th day of February, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

# POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Johanne S. Puckett and/or Michelle Patterson and/or Jacqueline Hampton, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds and/or bid bonds to the United States of American or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds and/or bid bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds at or below the monetary threshold of Five Million Dollars ($5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by REPUBLIC SERVICES, INC. and its subsidiaries. REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney and the Client Service Agreement dated October 15, 2008 between WELLS FARGO INSURANCE SERVICES USA, INC. and REPUBLIC SERVICES, INC. and until notice or revocation has been given by REPUBLIC SERVICES, INC. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 29th day of June, 2012, on behalf of REPUBLIC SERVICES, INC. by its Senior Vice President and Treasurer, Edward A. Lang, III

REPUBLIC SERVICES, INC.,
a Delaware Corporation

Edward A. Lang, III

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 16th day of July, 2012 by Edward A. Lang, III Senior Vice President and Treasurer of Republic Services, Inc.

Notary Public

Notary Public - Arizona
Maricopa County
My Commission Expires
FEBRUARY 8, 2013

## CERTIFICATE OF SECRETARY

The undersigned, Secretary of **BFI WASTE SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE NORTH AMERICA, INC.**, a Delaware corporation, the sole member of the Company (the "Member") by written consent of the Member on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RELATING TO THE BID OR PROPOSAL**
**TO PROVIDE REFUSE REMOVAL SERVICES**
**FOR THE HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**IN THE STATE TENNESSEE**

**RESOLVED**, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company, in connection with the day-to-day business activities of the Company, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that **JOSEPH SALAMONE** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

**WITNESS MY HAND**, this 10th day of May, 2013.

Eileen B. Schuler, Secretary

HAMILTON COUNTY DEPARTMENT OF EDUCATION

Bid File 20-05

**Cost Per Each Destination**

| Destination | 28-33 Passenger | 46-47 Passenger | 54-57 Passenger | Other Size ~~(55)~~ Passenger |
|---|---|---|---|---|
| Knoxville, TN | | | | 1050.00 |
| Atlanta, Ga | | | | 1025.00 |
| Nashville, TN | | | | 1055.00 |
| Birmingham, AL | | | | 1225.00 |
| Huntsville, AL | | | | 1025.00 |
| Asheville, NC | | | | 1775.00 |
| Cherokee, NC | | | | 1225.00 |
| Pigeon Forge, TN | | | | 1025.00 |
| Gatlinburg, TN | | | | 1050.00 |
| Orlando, FL | | | | 4750.00 |
| Jekyll Is, GA | | | | 3750.00 |
| Savannah, Ga | | | | 3580.00 |
| Washington, D.C. | | | | 4875.00 |
| Williamsburg, VA | | | | 4875.00 |
| New York, NY | | | | 7150.00 |

| Other Locations: | ( ) Passengers | ( ) Passengers | ( ) Passengers | ( ) Passengers |
|---|---|---|---|---|
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Bidder A&T Bus Service
Company Name

**All bidders must execute "Addendum to Agreement". Failure to execute this agreement will result in disqualification of your bid. (Form attached).**

HAMILTON COUNTY DEPARTMENT OF EDUCATION

Bid File 20-05

**Cost Per Each Destination**

| Destination | 28-33 Passenger | 46-47 Passenger | 54-57 Passenger (56 pass) | Other Size ( ) Passenger |
|---|---|---|---|---|
| Knoxville, TN | | | We Quote Pay Rate @ $1,150 per day and Mileage @ $4.25 per mile and use the greater of the two | |
| Atlanta, Ga | | | | |
| Nashville, TN | | | | |
| Birmingham, AL | | | | |
| Huntsville, AL | | | | |
| Asheville, NC | | | | |
| Cherokee, NC | | | | |
| Pigeon Forge, TN | | | | |
| Gatlinburg, TN | | | | |
| Orlando, FL | | | | |
| Jekyll Is, GA | | | | |
| Savannah, Ga | | | | |
| Washington, D.C. | | | | |
| Williamsburg, VA | | | | |
| New York, NY | | | | |
| Other Locations: | ( ) Passengers | ( ) Passengers | ( ) Passengers | ( ) Passengers |
| N/A | | | | |

Bidder Gentry Trailways
Company Name

**All bidders must execute "Addendum to Agreement". Failure to execute this agreement will result in disqualification of your bid. (Form attached).**

HAMILTON COUNTY DEPARTMENT OF EDUCATION

Bid File 20-05

**Cost Per Each Destination**

| Destination | 28-33 Passenger | 46-47 Passenger | 54-57 Passenger | Other Size ( ) Passenger |
|---|---|---|---|---|
| Knoxville, TN | | | $1350.00 PP | All day 8-5 |
| Atlanta, Ga | | | $2200. | Overnight |
| Nashville, TN | | | $1500 | All day 8-5 |
| Birmingham, AL | | | $1600 | All day |
| Huntsville, AL | | | $1350 | All Day |
| Asheville, NC | N/A | N/A | $2400 | Overnight |
| Cherokee, NC | | | $2400 | Overnight |
| Pigeon Forge, TN | | | $1600 | all day |
| Gatlinburg, TN | | | $2400 | Overnight |
| Orlando, FL | | | $4700 | Starting at |
| Jekyll Is, GA | | | $3800 | Starting at |
| Savannah, Ga | | | $3400 | Starting at |
| Washington, D.C. | | | $5300 | Starting at |
| Williamsburg, VA | | | $5000 | Starting at |
| New York, NY | | | $7500 | Starting at |
| Other Locations: | ( ) Passengers | ( ) Passengers | ( ) Passengers | ( ) Passengers |

Pricing is based on mileage and the length of the charter. We often bundle day rates to save our clients additional funds. Above I noted sample pricing based on day trips and multi-day trips as noted.

Bidder His Majesty Coaches, Inc
Company Name

**All bidders must execute "Addendum to Agreement". Failure to execute this agreement will result in disqualification of your bid. (Form attached).**

HAMILTON COUNTY DEPARTMENT OF EDUCATION

Bid File 20-05

**Cost Per Each Destination**

| Destination | 28-33 Passenger | 46-47 Passenger | 54-57 Passenger | Other Size ( ) Passenger |
|---|---|---|---|---|
| Knoxville, TN | | 850 | 975 | |
| Atlanta, Ga | | 850 | 975 | |
| Nashville, TN | | 850 | 975 | |
| Birmingham, AL | | 900 | 1025 | |
| Huntsville, AL | | 850 | 975 | |
| Asheville, NC | | 1200 | 1350 | |
| Cherokee, NC | | 900 | 1050 | |
| Pigeon Forge, TN | | 900 | 1025 | |
| Gatlinburg, TN | | 900 | 1025 | |
| Orlando, FL | | | | |
| Jekyll Is, GA | | | | |
| Savannah, Ga | | | | |
| Washington, D.C. | | | | |
| Williamsburg, VA | | | | |
| New York, NY | | | | |
| Other Locations: | ( ) Passengers | ( ) Passengers | ( ) Passengers | ( ) Passengers |
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Bidder Lattimore Tours
Company Name

**All bidders must execute "Addendum to Agreement". Failure to execute this agreement will result in disqualification of your bid. (Form attached).**

Varies from School to destination Points due to mileage distance

HAMILTON COUNTY DEPARTMENT OF EDUCATION

Bid File 20-05

**Cost Per Each Destination**

| Destination | 28-33 Passenger | 46-47 Passenger | 54-57 Passenger | Other Size ( ) Passenger |
|---|---|---|---|---|
| Knoxville, TN | | | | |
| Atlanta, Ga | | | | |
| Nashville, TN | | | | |
| Birmingham, AL | | | | |
| Huntsville, AL | | | | |
| Asheville, NC | | | | |
| Cherokee, NC | | | | |
| Pigeon Forge, TN | | | | |
| Gatlinburg, TN | | | | |
| Orlando, FL | | | | |
| Jekyll Is, GA | | | | |
| Savannah, Ga | | | | |
| Washington, D.C. | | | | |
| Williamsburg, VA | | | | |
| New York, NY | | | | |
| Other Locations: | ( ) Passengers | ( ) Passengers | ( ) Passengers | ( ) Passengers |
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Bidder Malone Busing
Company Name

**All bidders must execute "Addendum to Agreement". Failure to execute this agreement will result in disqualification of your bid. (Form attached).**

HAMILTON COUNTY DEPARTMENT OF EDUCATION

Bid File 20-05

**Cost Per Each Destination**

| Destination | 28-33 Passenger | 46-47 Passenger | 54-57 Passenger | Other Size ( ) Passenger |
|---|---|---|---|---|
| Knoxville, TN | | 900.00 | 900.00 | |
| Atlanta, Ga | | 900.00 | 900.00 | |
| Nashville, TN | | 950.00 | 950.00 | |
| Birmingham, AL | | 950.00 | 950.00 | |
| Huntsville, AL | | 900.00 | 900.00 | |
| Asheville, NC | | 1,400.00 | 1,400.00 | |
| Cherokee, NC | | 1,400.00 | 1,400.00 | |
| Pigeon Forge, TN | | 950.00 | 950.00 | |
| Gatlinburg, TN | | 950.00 | 950.00 | |
| Orlando, FL | | per mile | per mile | |
| Jekyll Is, GA | | per mile | per mile | |
| Savannah, Ga | | Per mile | Per mile | |
| Washington, D.C. | | Per mile | Per mile | |
| Williamsburg, VA | | Per mile | Per mile | |
| New York, NY | | Per mile | Per mile | |
| Other Locations: | ( ) Passengers | ( ) Passengers | ( ) Passengers | ( ) Passengers |
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* There rate are for 12 hours only over 12 hours is an additional $375.00 per hour. There will be a 10% charge for cancellations

Bidder Mashburn Bug Service, LLC
Company Name

**All bidders must execute "Addendum to Agreement". Failure to execute this agreement will result in disqualification of your bid. (Form attached).**

| | |
|---|---|
| [illegible] | [illegible] |
| [illegible] | [illegible] |
| [illegible] | [illegible] |

HAMILTON COUNTY DEPARTMENT OF EDUCATION

Bid File 20-05

**Cost Per Each Destination**

| Destination | 28-33 Passenger | 46-47 Passenger | 54-57 Passenger | Other Size ( ) Passenger |
|---|---|---|---|---|
| Knoxville, TN | | | 850.00 | |
| Atlanta, Ga | | | 900.00 | |
| Nashville, TN | | | 1000.00 | |
| Birmingham, AL | | | 1000.00 | |
| Huntsville, AL | | | 875.00 | |
| Asheville, NC | | | 1400.00 | |
| Cherokee, NC | | | 800.00 | |
| Pigeon Forge, TN | | | 975.00 | |
| Gatlinburg, TN | | | 1000.00 | |
| Orlando, FL | | | 900.00 2day-over will cost extra | |
| Jekyll Is, GA | | | 400.00 | " " " " |
| Savannah, Ga | | | 360.00 | " " " " |
| Washington, D.C. | | | 400.00 | " " " " |
| Williamsburg, VA | | | 400.00 | " " " " |
| New York, NY | | | 600.00 | " " " " |
| | | | Plus Drivers Rooms, tolls & Parking | |
| Other Locations: | ( ) Passengers | ( ) Passengers | ( ) Passengers | ( ) Passengers |
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Bidder Moore Beestway Travel, Inc
Company Name

**All bidders must execute "Addendum to Agreement". Failure to execute this agreement will result in disqualification of your bid. (Form attached).**

HAMILTON COUNTY DEPARTMENT OF EDUCATION

Bid File 20-05

**Cost Per Each Destination**

| Destination | 28-33 Passenger | 46-47 Passenger | 54-57 Passenger | Other Size ( ) Passenger |
|---|---|---|---|---|
| Knoxville, TN | | | 1145,00 | |
| Atlanta, Ga | | | 1145,00 | |
| Nashville, TN | | | 1225,00 | |
| Birmingham, AL | | | 1225,00 | |
| Huntsville, AL | | | 1145,00 | |
| Asheville, NC | | | 1747,00 | |
| Cherokee, NC | | | 1145,00 | |
| Pigeon Forge, TN | | | 1145,00 | |
| Gatlinburg, TN | | | 1145,00 | |
| Orlando, FL | | | 1145, per day | |
| Jekyll Is, GA | | | 1145, per day | |
| Savannah, Ga | | | 1145, per day | |
| Washington, D.C. | | | 1145, per day | |
| Williamsburg, VA | | | 1145, per day | |
| New York, NY | | | 1145, per day | |
| Other Locations: | ( ) Passengers | ( ) Passengers | ( ) Passengers | ( ) Passengers |
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Bidder Royal Charter And Tour, Inc
Company Name

**All bidders must execute "Addendum to Agreement". Failure to execute this agreement will result in disqualification of your bid. (Form attached).**

HAMILTON COUNTY DEPARTMENT OF EDUCATION

Bid File 20-05

**Cost Per Each Destination**

| Destination | 28-33 Passenger | 46-47 Passenger | 54-57 Passenger | Other Size (84) Passenger |
|---|---|---|---|---|
| Knoxville, TN | | | | $650.00 |
| Atlanta, Ga | | | | $800.00 |
| Nashville, TN | | | | $800.00 |
| Birmingham, AL | | | | $825.00 |
| Huntsville, AL | | | | $675.00 |
| Asheville, NC | | | | $1,000.00 |
| Cherokee, NC | | | | $900.00 |
| Pigeon Forge, TN | | | | $750.00 |
| Gatlinburg, TN | | | | $800.00 |
| Orlando, FL | | | | |
| Jekyll Is, GA | | | | |
| Savannah, Ga | | | | |
| Washington, D.C. | | | | |
| Williamsburg, VA | | | | |
| New York, NY | | | | |
| Other Locations: | ( ) Passengers | ( ) Passengers | ( ) Passengers | (84) Passengers |
| LOST SEA | | | | $425.00 |
| CHICAMAUGA BATTLEFIELD | | | | $350.00 |
| | | | | |
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Bidder SNEED TRANSPORTATION
Company Name

**All bidders must execute "Addendum to Agreement". Failure to execute this agreement will result in disqualification of your bid. (Form attached).**

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**EXCEPTIONAL EDUCATION**
**3074 Hickory Valley Road**
**Chattanooga, TN 37421**

**MEMORANDUM**

**TO:** Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**FROM:** Garfield Adams, Director, Exceptional Education

**DATE:** June 20, 2019

**RE:** RFP/Bid File #19-44 Recovering Funds from Tenn Care-Medicaid

The HCDE Exceptional Education Department recommends the acceptance of the bid from Stellar Therapy Services on RFP/Bid File #19-44. We sent the Request for Proposals to five companies. No other company sent in a proposal.

Stellar Therapy Services submitted a bid that meets the requested specifications and their quote for therapy services covers a 3-year period (see attached pricing schedule). Stellar Therapy Services will provide staffing as required at the rates listed as requested by the Exceptional Education Department. Stellar will provide all HIPAA, FERPA, and IDEA compliant training materials, parent forms, and any other printed materials. All clinical guidance, oversight, trainings, obtaining physician orders, pre-authorization, and regular internal audits are included. Access to their online documentation system with an unlimited number of users and students is included. The 20% administrative fee is all inclusive in that is covers all services that Stellar proposes to HCDE.

The HCDE Exceptional Education Department has used Stellar Therapy Services for the past four years. Hamilton County exceptional education staff and teachers are familiar with the Stellar Therapy staff. Stellar Therapy Services therapists are already credentialed licensed and have provider numbers. There will be no delay in Medicaid billing or services to students. Hamilton County has been able to collect 2.2 million from Medicaid reimbursement in the past four years using Stellar Therapy Services.

The Exceptional Education Department is requesting Board approval on the attached RFP/Bid File #19-44. This contract will be paid with GP and IDEA funds. This contract should not exceed $ 2,300,000.00 for the 2019-2020 school year.

Pricing Schedule

Therapy Staffing Services

- Speech and Language Pathologist $62/hour
- Speech and Language Pathologist – Clinical Fellow or MA $50/hour
- Speech Language Pathologist Assistant $40/hour
- Occupational Therapist – Registered $62/hour
- Certified Occupational Therapy Assistant $50/hour
- Physical Therapist – Registered $62/hour
- Physical Therapist Assistant $50/hour
- Physician's Assistant $25/visit

Billing and Administrative Fee

- 20% of the amount received from TennCare organizations

**Hamilton County Department of Education**
**Exceptional Education Department**
**3074 Hickory Valley Road**
**Chattanooga, TN. 37421**

**MEMORANDUM:**

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director Exceptional Education

Date: June 20, 2019

Re: Exceptional Education - Signal Centers, Incorporated Adult Services Program

I am respectfully requesting that you approve the attached contract with Signal Centers, Inc. for the 2019-2020 school year. The cost of this service is $15,000 to be paid in 10 equal payments with proof of services to serve up to one student in the Adult Services Total contract not to exceed $15,000. These services will be paid with Exceptional Education General Purpose funds. No additional funds are needed.

Thank you for your consideration of this contract.

**HAMILTON COUNTY BOARD OF EDUCATION**
**EXCEPTIONAL EDUCATION DEPARTMENT**

# CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this 20th day of June, 2019 by and between the HAMILTON COUNTY Board of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at 3074 Hickory Valley Road, Chattanooga, Tennessee and Signal Center, Incorporated (hereinafter known as **SIGNAL CENTERS**) with its principal office in 109 North Germantown Road, Chattanooga, Tennessee, 37411. Agreements included in the 2019-2020 school year contract will be in effect for extended school year provision of services for June, July, and August of 2019.

## WITNESSETH

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD OF EDUCATION** in order to provide a proper comprehensive and well implemented Special Education Program, finds it desirable to acquire the services of another agency.

WHEREAS, **SIGNAL CENTERS** is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of the **BOARD OF EDUCATION**.

NOW, THEREFORE, **BOARD OF EDUCATION** and **SIGNAL CENTERS** for the consideration hereinafter names, agree as follows:

1. Signal Centers agrees to be subject to and operate under the rules and regulations of the Tennessee Department of Education and the Hamilton County Board of Education. Accordingly, the authority of the State Department of Education, the Hamilton County Superintendent of Schools, and all Hamilton County public school officials shall be as full and ample at Signal Centers as it is under the jurisdiction of Hamilton County Board of Education.

2. Signal Centers shall accept the responsibility for the educational training of students assigned to it by the Board of Education Exceptional Education Department and accepted by Signal Centers. The **BOARD OF EDUCATION** will pay Signal Centers a sum of $15,000.00, $15,000.00 to be paid in ten (10) equal monthly increments during the 2019-2020 school year following the HCDE school calendar to serve one (1) student in full-day participation If the **BOARD OF EDUCATION** student requires homebound services, while enrolled at Signal Centers, and Signal Centers cannot provide the homebound services, the **BOARD OF EDUCATION** will provide homebound. During each month homebound service is provided by the **BOARD OF EDCUATION** staff, the monthly rate of payment ($1,000.00) for that student will be deducted from the monthly increment payment to Signal Centers. In addition, if a **BOARD OF EDUCATION** student enrolled at Signal Centers is placed in a residential treatment facility by a physician and does not attend Signal Centers, the monthly rate of payment ($1,000.00) for that student will be deducted from the monthly increment payment to Signal Centers.

3. **SIGNAL CENTERS** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:

    a. A statement of the child's present levels of educational performance
    b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,
    c. A statement of short term instructional objectives,

d. A statement of specific educational related services needed by the child,
e. The date when these services will begin and length of time the services will be given,
f. A description of the extent to which the child will participate in regular education programs, if any.
g. A justification for the type of education placement, which the child will have,
h. The persons responsible for the implementation of the individualized education program,
i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
j. Progress reports shall be sent to the parents and **BOARD OF EDUCATION** every 9 weeks. Attendance reports shall be submitted every 20 days to the **BOARD OF EDUCATION**.
k. The programs of the child shall not be changed or terminated without an IEP Team meeting composed of representatives of **BOARD OF EDUCATION** and **SERVICE PROVIDER** which results in agreement regarding change or termination of the program.

4. The staff of the **BOARD OF EDUCATION** may inspect the **SIGNAL CENTERS** facility and confer with the **SIGNAL CENTERS** staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.

5. The Assessment Team will provide all information, including a written integration report, to the IEP Team which includes a representative from the Board of Education. The IEP Team will review assessment findings, determine eligibility, and if appropriate, recommend placement and programming.

6. The Board of Education and Signal Centers shall jointly schedule IEP Team meetings and share in the development and monitoring of the Individualized Education Program (IEP) for each student. The Board of Education and Signal Centers shall have the opportunity to provide a representative to attend and participate in the IEP Team meetings.

7. The Board of Education, working with Signal Centers, shall develop an individualized education program which will be specifically designed to meet the unique needs of each student with provisions by Signal Centers. for all support materials and services included in this agreement. Signal Centers shall be responsible for the provision and implementation of the direct educational services, related services, materials and equipment portion of the program designed through these meetings. Specialized/individualized student-tailored equipment is excluded from this provision. Signal Centers will include in the IEP all related services as deemed necessary by the members of the IEP Team.

   a. Services needed for the student to benefit from an appropriate special education program.
   b. Services needed to obtain a complete diagnostic profile necessary to determine special education program and appropriate related services.
   c. The Board of Education recognizes that some students will be in need of certain related services as determined by the IEP Team. Under the provision of this contract, Signal Centers services will be limited to those currently provided in the areas of:
      (1) Speech, Language and Communication Therapy
      (2) School Health Services (excluding 1:1 attendant/full day nursing)
      (3) Behavior Management
      (4) Counseling

   All related services must be deemed necessary by the IEP Team not included in Item #7c. will be provided in conjunction with the Signal Centers program by the Board of Education. The Board of Education representative must be included in the IEP process documenting the needs.

8. Signal Centers shall notify the Board of Education immediately and not to exceed seven (7) days when it learns that a student is no longer a resident of a Hamilton County School zone area. The Board of Education will not be responsible for continuing payments of the amount reflected in preceding paragraph #2 of this Agreement if and when a student, receiving services from Signal Centers under this Agreement, moves, relocates, or otherwise changes residence to a system or area outside the Hamilton County School zone. In the event that a student's attendance reflects excessive absences beyond two (2) weeks, the IEP Team shall convene to address the

consideration of a change of placement. If the IEP Team recommends a change of placement to homebound/hospital, the student shall be disenrolled from Signal Centers with the option of reentry based on IEP Team recommendation.

9. All assessment information received by Signal Centers, not conducted by the Board of Education, shall include a release of information to the Board of Education so that the Exceptional Education Department has access to this assessment information. Any assessment reports conducted or received by Signal Centers while this contract is in effect shall be forwarded to the Director of Exceptional Education. Signal Centers shall have the responsibility to provide under the provisions of this contract assessments as required in the individual assessment plan:

    a. Educational and Diagnostic Assessments
    b. Speech and Language Evaluations
    c. School Health Assessments
    d. Oral Motor Feeding Evaluations
    e. Functional Behavior Assessments

    All assessment deemed necessary by the IEP Team not included in the above will be provided by the Board of Education in conjunction with the Signal Centers school program. Board of Education representative must be in attendance in the IEP Team process documenting need.

10. This agreement is expressly conditioned on the following:

    a. Signal Centers program is appropriate in relating to the needs of the students to be enrolled.
    b. Signal Centers provides an educational program for at least 180 instructional days to students.
    c. The contractual agreement will require a school calendar, including minimal holiday breaks, to be submitted to the Board of Education.
    d. The professionals designated to work with the students shall be approved, licensed or certified by the appropriate agency or agencies of the State of Tennessee verifying that they are not presently under suspension or subject to other disciplinary action by the appropriate agency or agencies of the State of Tennessee.
    e. Signal Centers shall certify that all students referred will be served by certified and/or licensed teachers and therapists and no teacher or therapist not in good standing with his/her licensing/certifying agency will serve any students so referred.
    f. Signal Centers agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.
    g. Signal Centers agrees to verify employment eligibility requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.
    h. Signal Centers, Inc. certifies that the staff of the facility has received training in the appropriate use of restraint and isolation as mandated by Public Chapter 457 fo the Acts of 2011.
    i. Signal Centers, Inc. agrees to report to the Department each instance of the use of restraint and isolation to comply with parent notification requirements of Public Chapter 457 of the Acts of 2011.

11. In all matters pertaining to the records of the student maintained by Signal Centers, Signal Centers will comply with the Family Educational Rights and Privacy Act, 20 USC 1232(g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. Signal Centers may make such records available to authorized personnel of the Board of Education, including special education department staff, teachers, and other professionals for the purpose of educational planning and monitoring. Signal Centers further agrees to notify the Board of Education representative who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. The Board of Education will not release records pertaining to a student's evaluation received from Signal

Centers to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

12. Signal Centers agrees to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to the system, in any legal proceedings arising from alleged failure of the Board of Education to comply with Federal and State Laws.

13. **SIGNAL CENTERS** shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:

    a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and

    b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.

    c. **BOARD OF EDUCATION** and **SIGNAL CENTERS** ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by the **SIGNAL CENTERS**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.

14. **SIGNAL CENTERS** shall

    a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds;

    b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and

    c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.

15. **SIGNAL CENTERS** herein agrees to protect, defend, indemnify, and hold harmless the **BOARD OF EDUCATION,** as well as its agents and employees, against any and all claims, demands or causes of action asserting any injuries, losses or costs, including, but not limited to, court costs or attorneys' fees, arising out of or in any way related to the rendering of services pursuant to this Agreement or its relationship with the **BOARD OF EDUCATION.**

16. Signal Centers agrees that the auditor for Hamilton County, the Hamilton County Department, the State Comptroller's Office or those of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recording contracts for the purpose of examination, experts and transcription.

17. A representative of the Board of Education will monitor and inspect the Signal Centers program and facility. Inspections are to be at a time reasonable to both parties.

18. This contract may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.

19. This contract may be terminated, without cause, by either party by giving written notice to the

other, at least sixty (60) days before the effective date of such termination. This contract may be terminated immediately by the Board of Education for cause, which cause may include but not be limited to:

a. Non-compliance with rules, regulations and procedures (state, federal and local).
b. Non-compliance with any portion of this contract.
c. Signal Centers, Inc. requiring the Board of Education to pay for students who were not referred to Signal Centers by the Board of Education.

Should the Board of Education terminate for cause, the Board of Education shall then withhold payments in excess of fair compensation for work completed and to require the Signal Centers, to repay to them any funds expended in contravention of such conditions. In the event, Signal Centers shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

20. Notwithstanding the above, Signal Centers shall not be relieved of any liability to the Board of Education for damages sustained by virtue of any breach of this contract.

21. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Board of Education's Office of Risk Management.

22. The period of this agreement is for the 2019-2020 school term starting July 01, 2019, and ending May 28, 2020, to include extended school year services for 2018-2019 IEP services.

***IN WITNESS THEREOF***, parties have executed this AGREEMENT as of the __20th___ day of _June_ 2019.

| | |
|---|---|
| _____ | _____ |
| Dr. Bryan Johnson, Superintendent<br>Hamilton County Schools | Board Chairman<br>Hamilton County Board of Education |
| _____ | _____ |
| President of the Board, Signal Center, Inc. | Executive Director, Signal Centers, Inc. |

This document has been reviewed for the TN Department of Education by:

_____
Assistant Commissioner of Special Populations

**Hamilton County Department of Education**
**Exceptional Education Department**
**3074 Hickory Valley Road**
**Chattanooga, TN. 37421**

**MEMORANDUM:**

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director Exceptional Education

Date: June 20, 2019

Re: Exceptional Education - Signal Centers, Incorporated

I am respectfully requesting that you approve the attached contract with Signal Centers, Inc. for the 2019-2020 school year. The cost of services is $681,000.00 to be paid in 10 equal payments with proof of services to serve up to 51 students. This contract will be paid with Exceptional Education General Purpose funds. Extended school year for 2018-2019 will be reimbursed at a rate of $55.00 per half-day participation and $110.00 per full day participation per student; these services will be paid with IDEA, Part B funds. No additional funds are needed.

Thank you for your consideration of this contract.

**HAMILTON COUNTY BOARD OF EDUCATION**
**EXCEPTIONAL EDUCATION DEPARTMENT**

# CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this 20th day of June 2019 by and between the Hamilton County Board of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at 3074 Hickory Valley Road, Chattanooga, Tennessee and Signal Centers, Incorporated (hereinafter known as **SIGNAL CENTERS**) with its principal office in 109 North Germantown Road, Chattanooga, Tennessee, 37411. Agreements included in the 2018-2019 school year contract will be in effect for extended school year provision of services for June, July, and August of 2019.

## WITNESSETH

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD OF EDUCATION** in order to provide a proper comprehensive and well implemented Special Education Program, finds it desirable to acquire the services of another agency.

WHEREAS, **SIGNAL CENTERS** is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of the **BOARD OF EDUCATION**.

NOW, THEREFORE, **BOARD OF EDUCATION** and **SIGNAL CENTERS** for the consideration hereinafter names, agree as follows:

1. Signal Centers agrees to be subject to and operate under the rules and regulations of the Tennessee Department of Education and the Hamilton County Board of Education. Accordingly, the authority of the State Department of Education, the Hamilton County Superintendent of Schools, and all Hamilton County public school officials shall be as full and ample at Signal Centers as it is under the jurisdiction of Hamilton County Board of Education.

2. Signal Centers shall accept the responsibility for the educational training of students assigned to it by the Board of Education Exceptional Education Department and accepted by Signal Centers. The Board of Education will pay Signal Centers a sum of $681,000.00, $13,352.94 per student, to be paid in ten (10) equal monthly increments during the 2019-20 school year following the HCDE school calendar to serve up to and including fifty-one (51) students in full-day participation or two (2) half day participation equals one (1) full day participation. Any student transitioning at three (3) years of age after January 1, 2020, by the Board of Education generated IEP, from the Signal Centers. Early Intervention Program into the Signal Center's Preschool program will be included for participation at no additional cost to the Board of Education. These transitioned students will not be included in the fifty-one (51) number referred to above. Any student placed by IEP for a partial placement at Signal Centers, Inc. will be reimbursed at a per diem rate of $55.00 per full day per student. IEP consultation services for students in partial placements will be reimbursed at a rate of $40.00 per hour. These consultation services must be assigned by the Board of Education representative. Extended school year services (ESY) for up to 16 additional days beyond 180 days following the 2018-19 school year will be reimbursed at a rate of $55.00 per half day participation and $110.00 per full day participation per student to include all related services as stipulated in this agreement – Item #7 and will follow the HCDE ESY calendar. If the **BOARD OF EDUCATION** student requires homebound services, while enrolled at Signal Centers, and Signal Centers cannot provide the homebound services, the **BOARD OF EDUCATION** will provide the homebound. During each month of homebound service is provided by **BOARD OF EDUCATION** staff, the monthly rate of payment ($1,335.29) for that student will be deducted from the monthly increment payment to Signal Centers.

3. **SIGNAL CENTERS** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:

   a. A statement of the child's present levels of educational performance
   b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,
   c. A statement of short term instructional objectives,
   d. A statement of specific educational related services needed by the child,
   e. The date when these services will begin and length of time the services will be given,
   f. A description of the extent to which the child will participate in regular education programs, if any.
   g. A justification for the type of education placement, which the child will have,
   h. The persons responsible for the implementation of the individualized education program,
   i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
   j. Progress reports shall be sent to the parents and **BOARD OF EDUCATION** every 9 weeks. Attendance reports shall be submitted every 20 days to the **BOARD OF EDUCATION**.
   k. The programs of the child shall not be changed or terminated without an IEP Team meeting composed of representatives of **BOARD OF EDUCATION** and **SIGNAL CENTERS** which results in agreement regarding change or termination of the program.

4. The staff of the **BOARD OF EDUCATION** may inspect the **SIGNAL CENTERS** facility and confer with the **SIGNAL CENTERS** staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.

5. The Assessment Team will provide all information, including a written integration report, to the IEP Team which includes a representative from the Board of Education. The IEP Team will review assessment findings, determine eligibility, and if appropriate, recommend placement and programming.

6. The Board of Education and Signal Centers shall jointly schedule IEP Team meetings and share in the development and monitoring of the Individualized Education Program (IEP) for each student. The Department and Signal Centers shall have the opportunity to provide a representative to attend and participate in the IEP Team meetings.

7. The Board of Education, working with Signal Centers, shall develop an individualized education program which will be specifically designed to meet the unique needs of each student with provisions by Signal Centers for all support materials and services included in this agreement. Signal Centers. shall be responsible for the provision and implementation of the direct educational services, related services, materials and equipment portion of the program designed through these meetings. Specialized/individualized student-tailored equipment is excluded from this provision. Signal Centers will include in the IEP all related services as deemed necessary by the members of the IEP Team.

   a. Services needed for the student to benefit from an appropriate special education program.
   b. Services needed to obtain a complete diagnostic profile necessary to determine special education program and appropriate related services.
   c. The Board of Education recognizes that some students will be in need of certain related services as determined by the IEP Team. Under the provision of this contract, Signal Centers, Inc.'s services will be limited to those currently provided in the areas of:
      (1) Speech, Language and Communication Therapy
      (2) School Health Services (excluding 1:1 attendant/full day nursing)
      (3) Behavior Management
      (4) Counseling

All related services must be deemed necessary by the IEP Team not included in Item #7c. will be provided in conjunction with the Signal Center program by the Board of Education. The Board of Education representative must be included in the IEP process documenting the needs.

8. Signal Centers shall notify the Board of Education immediately and not to exceed seven (7) days when it learns that a student is no longer a resident of a Hamilton County School zone area. The Board of Education will not be responsible for continuing payments of the amount reflected in preceding paragraph #2 of this Agreement if and when a student, receiving services from Signal Centers under this Agreement, moves, relocates, or otherwise changes residence to a system or area outside the Hamilton County School zone. In the event that a student's attendance reflects excessive absences beyond two (2) weeks, the IEP Team shall convene to address the consideration of a change of placement. If the IEP Team recommends a change of placement to homebound/hospital, the student shall be disenrolled from Signal Centers with the option of reentry based on IEP Team recommendation.

9. All assessment information received by Signal Centers not conducted by the Board of Education, shall include a release of information to the Board of Education so that the Exceptional Education Department has access to this assessment information. Any assessment reports conducted or received by Signal Centers, Inc. while this contract is in effect shall be forwarded to the Director of Exceptional Education. Signal Centers shall have the responsibility to provide under the provisions of this contract assessments as required in the individual assessment plan:

    a. Educational and Diagnostic Assessments
    b. Speech and Language Evaluations
    c. School Health Assessments
    d. Oral Motor Feeding Evaluations
    e. Functional Behavior Assessments

    All assessment deemed necessary by the IEP Team not included in the above will be provided by the Board of Education in conjunction with the Signal Centers school program. Department representative must be in attendance in the IEP Team process documenting need.

10. This agreement is expressly conditioned on the following:

    a. Signal Centers program is appropriate in relating to the needs of the students to be enrolled.
    b. Signal Centers provides an educational program for at least 180 instructional days to students.
    c. The contractual agreement will require a school calendar, including minimal holiday breaks, to be submitted to HCDE.
    d. The professionals designated to work with the students shall be approved, licensed or certified by the appropriate agency or agencies of the State of Tennessee verifying that they are not presently under suspension or subject to other disciplinary action by the appropriate agency or agencies of the State of Tennessee.
    e. Signal Centers shall certify that all students referred will be served by certified and/or licensed teachers and therapists and no teacher or therapist not in good standing with his/her licensing/certifying agency will serve any students so referred.
    f. Signal Centers agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.
    g. Signal Centers agrees to verify employment eligibility requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.
    h. Signal Centers, Inc. certifies that the staff of the facility has received training in the appropriate use of restraint and isolation as mandated by Public Chapter 457 for the Acts of 2011.
    i. Signal Centers, Inc. agrees to report to the Department each instance of the use of restraint and isolation to comply with parent notification requirements of Public Chapter 457 of the Acts of 2011.

11. In all matters pertaining to the records of the student maintained by Signal Centers, Signal Centers will comply with the Family Educational Rights and Privacy Act, 20 USC 1232(g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. Signal Centers may make such records available to authorized personnel of the Board of Education, including special education department staff, teachers, and other professionals for the purpose of educational planning and monitoring. Signal Centers further agrees to notify the Board of Education representative who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. The Board of Education will not release records pertaining to a student's evaluation received from Signal Centers to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

12. Signal Centers agrees to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to the system, in any legal proceedings arising from alleged failure of the Department to comply with Federal and State Laws.

13. **SIGNAL CENTERS** shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:

    a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and

    b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.

    c. **BOARD OF EDUCATION** and **SIGNAL CENTERS** ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by the **SIGNAL CENTERS**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.

14. **SIGNAL CENTERS** shall

    a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds;

    b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and

    c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.

15. **SIGNAL CENTERS** herein agrees to protect, defend, indemnify, and hold harmless the **BOARD OF EDUCATION,** as well as its agents and employees, against any and all claims, demands or causes of action asserting any injuries, losses or costs, including, but not limited to, court costs or attorneys' fees, arising out of or in any way related to the rendering of services pursuant to this Agreement or its relationship with the **BOARD OF EDUCATION.**

16. Signal Centers agrees that the auditor for Hamilton County, the Hamilton County Department, the State Comptroller's Office or those of any Department of the Federal Government, having

appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recording contracts for the purpose of examination, experts and transcription.

17. A representative of the Board of Education will monitor and inspect the Signal Centers program and facility. Inspections are to be at a time reasonable to both parties.

18. This contract may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.

19. This contract may be terminated, without cause, by either party by giving written notice to the other, at least sixty (60) days before the effective date of such termination. This contract may be terminated immediately by the Board of Education for cause, which cause may include but not be limited to:
    a. Non-compliance with rules, regulations and procedures (state, federal and local).
    b. Non-compliance with any portion of this contract.
    c. Signal Centers, Inc. requiring the Board of Education to pay for students who were not referred to Signal Centers by the Department.

    Should the Board of Education terminate for cause, the Board of Education shall then withhold payments in excess of fair compensation for work completed and to require the Signal Centers to repay to them any funds expended in contravention of such conditions. In the event, Signal Centers, Inc. shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

20. Notwithstanding the above, Signal Centers shall not be relieved of any liability to the Board of Education for damages sustained by virtue of any breach of this contract.

21. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Board of Education's Office of Risk Management.

22. The period of this agreement is for the 2019-2020 school term starting July 1, 2019, and ending June 30, 2020, to include extended school year services for 2018-2019 IEP services.

***IN WITNESS THEREOF***, parties have executed this AGREEMENT as of the __20th__ day of __June_____ 2019.

_____
Dr. Bryan Johnson, Superintendent
Hamilton County Schools

_____
Board Chairman
Hamilton County Board of Education

_____
President of the Board, Signal Center, Inc.

_____
Executive Director, Signal Centers, Inc.

This document has been reviewed for the TN Department of Education by:

_____
Assistant Commissioner of Special Populations

**Hamilton County Department of Education**
**Exceptional Education Department**
**3074 Hickory Valley Road**
**Chattanooga, TN. 37421**

**MEMORANDUM:**

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director Exceptional Education

Date: June 20, 2019

Re: Exceptional Education - Contract with Mose and Garrison Siskin Memorial Foundation, Inc.

I am respectfully requesting that you approve the attached contract with Mose and Garrison Siskin Memorial Foundation, Inc. (Siskin Children's Institute) for the 2019-2020 school year. The costs of services are $390,000 to be paid in 10 equal payments with proof of services to serve up to 28 students. This contract will be paid from the Exceptional Education general purpose budget, this amount is already budgeted and no additional funds are required.

Thank you for your consideration of the contract.

**HAMILTON COUNTY BOARD OF EDUCATION**
**EXCEPTIONAL EDUCATION**

# CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this 20th day of June, 2019 by and between the Hamilton County Board of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at 3074 Hickory Valley Road, Chattanooga, Tennessee and Mose and Garrison Siskin Memorial Foundation, Inc. (hereinafter known as Siskin Children's Institute) with its principal office in 1101 Carter Street, Chattanooga, Tennessee 37402, both of Hamilton County, Tennessee, to be effective for the 2019-2020 school year.

## WITNESSETH

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD OF EDUCATION** in order to provide a proper comprehensive and well implemented Special Education Program, finds it desirable to acquire the services of another agency.

WHEREAS, Siskin Children's Institute is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of the **BOARD OF EDUCATION**.

NOW, THEREFORE, **BOARD OF EDUCATION** and Siskin Children's Institute for the consideration hereinafter names, agree as follows:

1. Siskin Children's Institute agrees to be subject to and operate under the rules and regulations of the Tennessee Department of Education and the Hamilton County Board of Education. Accordingly, the authority of the State Department of Education, the Hamilton County Superintendent of Schools, and all Hamilton County public school officials shall be as full and ample at Siskin Children's Institute as it is under the jurisdiction of Hamilton County Board of Education.

2. Siskin Children's Institute shall accept the responsibility for the educational training of students assigned to it by the **BOARD OF EDUCATION** and accepted by Siskin Children's Institute. The **BOARD OF EDUCATION** will pay Siskin Children's Institute, $390,000, $13,928.57 per student, to be paid in ten monthly increments during the 2019-2020 school year to serve up to and including twenty-eight (28) students for full-day participation. If a **BOARD OF EDUCATION** student requires homebound services, while enrolled at Siskin Children's Institute, and Siskin Children's Institute cannot provide the homebound services, the **BOARD OF EDUCATION** will provide the homebound. During each month of homebound service provided by **BOARD OF EDUCATION** staff, the monthly rate of payment ($1,392.86) for that student will be deducted from the monthly increment paid to Siskin Children's Institute.

3. The Assessment Team will provide all information, including a written integrated report, to the IEP Team, which includes a representative from the **BOARD OF EDUCATION**. IEP Team will review assessment findings, determine eligibility, and if appropriate, recommend placement and programming.

4. The **BOARD OF EDUCATION** and Siskin Children's Institute shall jointly schedule IEP Team meetings and share in the development and monitoring of the Individualized Education Program (IEP) for each student. The **BOARD OF EDUCATION** and Siskin Children's Institute shall have the opportunity to provide a representative to attend and participate in the IEP Team meetings. Siskin Children's Institute shall be responsible for the provision and implementation of the direct educational services, related services, materials and equipment portion of the program designed through these meetings. Excluding specialized / individualized, student tailored equipment, Siskin Children's Institute will include in the IEP all related services as deemed necessary by the members of the IEP Team. Provisions for related services are as follows:

a. Services needed for the student to benefit from an appropriate special education program.
b. Services needed to obtain a complete diagnostic profile necessary to determine special education program and appropriate related services.
c. The **BOARD OF EDUCATION** recognizes that some students will be in need of certain related services as determined by the IEP Team. Under the provision of this contract, Siskin Children's Institute services will be limited to those currently provided in the areas of:

(1) Physical Therapy
(2) Occupational Therapy
(3) Speech, Language and Communication Therapy
(4) School Health Services (excluding 1:1 Attendant/Full-Day Nursing)
(5) Behavior Management
(6) Assistive Technology Service
(7) Individualized Classroom Instructional Needs

The IEP Team must deem all related services necessary. The **BOARD OF EDUCATION** will provide all related services not included in Item #3C in conjunction with the Siskin Children's Institute program. The **BOARD OF EDUCATION** representative must be included in the IEP process documenting student needs. The **BOARD OF EDUCATION** representative must be invited to every IEP meeting. If the Department (LEA) representative cannot attend, a Siskin staff member (Supervisor of Special Education or Related Services Coordinator) may serve as the **BOARD OF EDUCATION** (LEA) representative in the IEP meeting. Siskin Children's Institute and the **BOARD OF EDUCATION** will collaboratively be responsible for securing the attendance of all required members at IEP meetings.

5. Siskin Children's Institute will notify the **BOARD OF EDUCATION** immediately and not to exceed seven (7) days when it learns that a student is no longer a resident of a Hamilton County School zone area. The **BOARD OF EDUCATION** will not be responsible for continuing payments of the amount reflected in preceding paragraph #1 of this Agreement if and when a student, receiving services from Siskin Children's Institute under this Agreement moves, relocates, or otherwise changes residence to a system or area outside the Hamilton County School zone. In the event that a student's attendance reflects excessive absences beyond two (2) weeks, the IEP Team shall convene to address the consideration of a change of placement. If the IEP Team recommends a change of placement to homebound/hospital, the student shall be disenrolled from Siskin School with the option of reentry based on IEP Team recommendations.

6. Siskin Children's Institute in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:

a. A statement of the child's present levels of educational performance
b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,
c. A statement of short term instructional objectives,
d. A statement of specific educational related services needed by the child,
e. The date when these services will begin and length of time the services will be given,
f. A description of the extent to which the child will participate in regular education programs, if any.
g. A justification for the type of education placement, which the child will have,
h. The persons responsible for the implementation of the individualized education program,
i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
j. Progress reports shall be sent to the parents and **BOARD OF EDUCATION** every 9 weeks. Attendance reports shall be submitted every 20 days to the **BOARD OF EDUCATION.**
k. The programs of the child shall not be changed or terminated without an I.E.P. Team meeting composed of representatives of **BOARD OF EDUCATION** and **SERVICE PROVIDER** which results in agreement regarding change or termination of the program.

7. The staff of the **BOARD OF EDUCATION** may inspect the Siskin Children's Institute facility and confer with Siskin Children's Institute staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.

   All assessment information received by Siskin Children's Institute, not conducted by the Board of Education, must include a release of information to the **BOARD OF EDUCATION** so that the **BOARD OF EDUCATION** has access to this assessment information. Any assessment reports conducted or received by Siskin Children's Institute while this contract is in effect shall be forwarded to the Director of Exceptional Education. Siskin Children's Institute shall have the responsibility to provide under the provisions of this contract, assessments as required in the individual assessment team plans:

   a. Educational and Diagnostic Assessments
   b. Vision and Hearing Screenings
   c. Physical Therapy Evaluations
   d. Occupational Therapy Evaluations
   e. Speech and Language Evaluations
   f. School Health Assessments
   g. Oral Motor Feeding Evaluations
   h. Functional Behavior Assessments
   i. Assistive Technology Evaluations

   All assessments deemed necessary by the IEP Team not included in the above will be provided in conjunction with the Siskin Children's Institute program by the Board of Education. The **BOARD OF EDUCATION** representative must be in attendance in the IEP process documenting needs.

8. This agreement is expressly conditioned on the following:
   a. Siskin Children's Institute program is appropriate in relating to the needs of the students to be enrolled.
   b. Siskin Children's Institute provides an educational program to students, following the HCDE calendar for 180 instructional days per year plus 16 additional days for students requiring ESY services, following the HCDE Exceptional Education ESY schedule and selection guidelines.
   c. The contractual agreement will require a school calendar, including minimal holiday breaks, to be submitted to the **BOARD OF EDUCATION**.
   d. The professionals designated to work with the students shall be approved, licensed or certified by the appropriate agency or agencies of the State of Tennessee verifying that they are not presently under suspension or subject to other disciplinary action by the appropriate agency or agencies of the State of Tennessee.
   e. Siskin Children's Institute shall certify that all students referred will be served by certified and/or licensed teachers and therapists and no teacher or therapist not in good standing with his/her licensing/certifying agency will serve any students so referred.
   f. Siskin Children's Institute agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.
   g. Siskin Children's Institute certifies that the staff of the facility has received training on the appropriate use of restraint and isolation as mandated by Public Chapter 457 of the Acts of 2011.
   h. Siskin Children's Institute agrees to verify employment eligibility requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.
   i. Siskin Children's Institute agrees to report to the **BOARD OF EDUCATION** each instance of the use of restraint and isolation to comply with parental notification requirements of Public Chapter 457 of the Acts of 2011.

9. In all matters pertaining to the records of the student maintained by Siskin Children's Institute, Siskin Children's Institute will comply with the Family Educational Rights and Privacy Act, 20 USC 1232(g) (FERPA) and the Federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. Siskin Children's Institute may make such records available to authorized personnel of the **BOARD OF EDUCATION**, including special education

department staff, teachers, and other professionals for the purpose of educational planning and monitoring. Siskin Children's Institute further agrees to notify the **BOARD OF EDUCATION** representative who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. The **BOARD OF EDUCATION** will not release records pertaining to a student's evaluation received from Siskin Children's Institute to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

10. Siskin Children's Institute shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:

    a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and

    b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.

    c. **BOARD OF EDUCATION** and Siskin Children's Institute ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by Siskin Children's Institute, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.

11. Siskin Children's Institute shall

    a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation(TBI) and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds;

    b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and

    c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.

12. Siskin Children's Institute herein agrees to protect, defend, indemnify, and hold harmless the **BOARD OF EDUCATION**, as well as its agents and employees, against any and all claims, demands or causes of action asserting any injuries, losses or costs, including, but not limited to, court costs or attorneys' fees, arising out of or in way related to the rendering of services pursuant to this Agreement or its relationship with the **BOARD OF EDUCATION**.

13. Siskin Children's Institute agrees to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to the system, in any legal proceedings arising from alleged failure of the **BOARD OF EDUCATION** to comply with Federal and State Laws.

14. Siskin Children's Institute agrees that the auditor for Hamilton County, the Hamilton County Department, the State Comptroller's Office or those of any **BOARD OF EDUCATION** of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recording contracts for the purpose of examination, experts and transcription.

15. A representative of the **BOARD OF EDUCATION** will monitor and inspect the Siskin Children's Institute program and facility. Inspections are to be at a time reasonable to both parties.

16. This contract may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.

17. This contract may be terminated, without cause, by either party by giving written notice to the other, at least sixty (60) days before the effective date of such termination.

    This contract may be terminated immediately by the **BOARD OF EDUCATION** for cause, which cause may include but not be limited to:

    a. Non-compliance with rules, regulations and procedures (state, federal and local).
    b. Non-compliance with any portion of this contract.
    c. Siskin Children's Institute requiring the **BOARD OF EDUCATION** to pay for students who were not referred to Siskin Children's Institute by the **BOARD OF EDUCATION**.

    Should the **BOARD OF EDUCATION** terminate for cause, the **BOARD OF EDUCATION** shall then withhold payments in excess of fair compensation for work completed and to require the Siskin Children's Institute, to repay to them any funds expended in contravention of such conditions. In the event, Siskin Children's Institute shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

18. Notwithstanding the above, Siskin Children's Institute shall not be relieved of any liability to the Department for damages sustained by virtue of any breach of this contract.

19. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Department of Education's Office of Risk Management.

20. The period of this agreement is for the 2019-20 school term starting July 1, 2019, and ending June 30, 2020.

***IN WITNESS THEREOF***, the parties have executed this Agreement as of the 20th day of June, 2019.

_____
Dr. Bryan Johnson, Superintendent
Hamilton County Schools

_____
Board Chairman
Hamilton County Board of Education

_____
President, Mose and Garrison Siskin
Memorial Foundation, Inc.

This document has been reviewed for the TN Department of Education by:

_____
Assistant Commissioner of Special Populations

**Hamilton County Department of Education**
**Exceptional Education**
**3074 Hickory Valley Road**
**Chattanooga, TN. 37421**

**MEMORANDUM:**

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director, Exceptional Education

Date: June 20, 2019

Re: Exceptional Education - Therapeutic Treatment Services Agreement

I am respectfully requesting that you approve this agreement with Parkridge Medical Centers, Inc, dba, Parkridge Valley Hospital for therapeutic services for the 2019-2020 school year. The cost of this contract will not exceed $20,000 to be paid with IDEA Part, B funds. This department has worked with this facility for several years with excellent rapport and results.

I remain pleased that Valley is willing to provide appropriate services as needed for students that require intensive services.

**EDUCATIONAL SERVICES AGREEMENT**
**AGENCY THERAPEUTIC TREATMENT PROGRAM**

THIS AGREEMENT, made this 20th day of June 2019, by and between the Hamilton County Department of Education (hereinafter the **Board of Education**) with its principal office at 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, and Parkridge Medical Centers, Inc, dba, Parkridge Valley Hospital, (hereinafter referred to as the **Agency**) with principal office at 2200 Morris Hill Road, Chattanooga, Tennessee, 37421, to be in effect from July 1, 2019 to June 30, 2020.

**WITNESSETH**

**WHEREAS**, the **Board of Education** is authorized under the provision of Tennessee Code Annotated, T.C.A. 49-10-107, T.C.A. 49-10-305 and T.C.A. 49-10-701 to contractually obligate themselves and the State of Tennessee to implement plan of Mandatory Act for the Individuals with Disabilities Education Act; and

**WHEREAS**, the **Board of Education** desires to unitize the **Agency** for referred eligible students as determined by the Individualized Education Program Team (IEP Team) for which the Board of Education is responsible for providing educational programs; and

**WHEREAS**, the **Agency** presently has available educational facilities, and an Accredited School Program specifically suited and designed for referred eligible students, who are determined to be eligible by the IEP Team, and desires to provide said services to the **Board of Education** under a contractual agreement.

**NOW, THEREFORE**, in consideration of the mutual arrangement accruing to each of the Parties hereunder, and for other good and valuable considerations hereby acknowledged, the **Board of Education** and the **Agency** hereby agree to the contract as follows:

1. The authority of the State Department of Education, the Superintendent of Schools, and all public school officials shall be as full and ample at the **Agency** as it is under the jurisdiction of the **Board of Education**.

2. The **Agency** shall comply with the federal and state laws promulgated from time to time and shall cooperate with the **Board of Education** to the extent necessary in order to maintain school approval from the State Department of Education. It is understood that the **Agency** is a state-approved school and is authorized to provide special education and related services. The **Agency** agrees to assist the **Board of Education** in any legal proceedings arising from alleged failure or violations relative to compliance with federal and state laws.

3. The **Agency** shall accept the responsibility for the educational training of each student assigned to it by the **Board of Education**.

4. Meetings to review and revise the student's Individualized Education Program (IEP) may be initiated and conducted by the Board of Education representative(s) or Agency staff. If the Agency staff initiates and conducts such a meeting or meetings, the Agency staff shall advise the parents and the Board of Education representatives in writing of the time, date, place, and purpose of the meeting. The Board of Education shall ensure that the parents have had an opportunity to participate and agree to any decisions about the Student's IEP. Further, the Board of Education representative(s) shall be involved in any decision about the Student's IEP and agree to any proposed changes in the program before those changes are implemented

5. A condition of this IEP Team referral to Agency will be that parents may utilize any available private carrier insurance. However, federal law prohibits local education agencies and contracted agencies to adversely affect the student's and/or guardian's lifetime benefits or to reimburse for medical treatment. Accordingly, the Department will not attempt to so affect a student's or parent's benefits.

6. **Agency**, within fourteen (14) calendar days of notification of request of admission, will determine the appropriateness of admission and will complete the following tasks:

    a. File Review
    b. School Contracts
    c. Parent or Guardian Interview
    d. Student Interview
    e. IEP Team Meeting
    f. Written and parent approved IEP, and
    g. Interviews or contacts with other involved agencies as
    h. deemed appropriate.

7. The **Board of Education** representative(s) and the **Agency** staff in a joint IEP Team meeting shall develop an IEP which will be specifically designed to meet the unique needs of each referred student with provisions for all support materials and services necessary for his education. IEP Team meeting reports and IEP's shall be forwarded to the Board of Education, specifically the Department of Exceptional Education. The educational program for referred students will include:

    a. Statement of the child's present levels of educational performance.

    b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year.

    c. A statement of short-term instructional objectives for each goal.

    d. A statement of specific educational and related services needed for the child.

e. A statement of when the services shall begin and length of time the student shall receive these services.

f. For a special day school program, a statement of why this student will not participate in the general education program.

g. A justification for the type of education placement which the child shall have.

h. The persons responsible for the implementation of the IEP.

i. Objective criteria, evaluation procedures, and schedules for determining on at least a quarterly basis, whether the short-term instructional objectives are being achieved.

j. Progress reports shall be sent to the parents and the Board of Education every 6 to 9 weeks. Attendance reports shall be submitted every 20 days.

k. The program of the child shall not be changed or terminated without an IEP team meeting composed of representatives of the Board of Education and Agency which results in agreement regarding change or termination of the program.

8. In the event that placement of the Board of Education's students are made unilaterally by parents or through government agencies without the knowledge of the Board of Education, it will be the responsibility of the **Agency** authorities to inform the parent or legal guardian that educational services may be available through the Board of Education. **Agency** agrees to execute a referral for exceptional educational services to the Board of Education representatives and obtain necessary releases from the legal guardian. If the parents do not desire a copy to be sent, then the statement obtained should be maintained on file by the agency,

9. **Agency** shall send to the Director of Exceptional Education attendance reports every 20 days. Progress reports shall be sent the parents and the **Agency** every 6 to 9 weeks relative to IEP goal and objective achievement, and report card with copies to the parents or guardian or a student over 18 years of age. Without receipt of these reports, the Board of Education shall not authorize payment.

10. Any assessment reports conducted or received by **Agency** while this contract is in effect shall be forwarded to the Board of Education's Director of Exceptional Education including psychological assessments, psychiatric evaluations and discharge summaries, social history information, and report of behavioral observations.

11. This agreement is contingent on the following:

    a. **Agency** is appropriate in relation to the needs of each referred student to be enrolled.

b. The **Agency** facility provides an educational program for at least 180 days per year and provides extended school year program(s) for those deemed appropriate by the IEP Team.

c. The contractual agreement will be approved for said dates and will be reviewed every nine weeks by the Exceptional Education Department Personnel.

d. The professionals designated to work with referred students shall be approved/licensed or certified by the appropriate agency or agencies of the State of Tennessee and certify that they are not presently under suspension or other disciplinary action by the appropriate agency or agencies in which the facility is located.

e. **Agency** represents that it is duly licensed by and in good standing with the State of Tennessee, that it is properly certified to practice its specialty by the relevant credentialing authority, and that as of the date of the execution of this Agreement, it has not been convicted of a felony and that no disciplinary charges have been filed against it with the relevant Tennessee licensing agency. Agency further agrees to report to the Board of Education immediately, the filing of any disciplinary charges against it with the State of Tennessee and the disposition of any such disciplinary charges. Agency further agrees to cooperate with the Board of Education in any background investigation by or on behalf of the Board of Education.

f. **Agency** agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.

g. **Agency** agrees to verify employment requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.

h. **Agency** certifies that the staff of the facility or program has received training in the appropriate use of restraint and isolation as mandated by Public Chapter 457 of the Acts of 2011.

i. **Agency** will report to the Board of Education each instance of the use of restraint and isolation to comply with parental notification requirements of Public Chapter 457 and the Acts of 2011.

12. A representative of the Board of Education will monitor and inspect the **Agency** facility. Inspections are to be at a time reasonable to both parties.

13. **Agency** shall not discriminate against any employee or applicant for employment because of race, color, religion, disability, or natural origin, and:

a. Shall take affirmative actions to insure that qualified applicants are employed and that employees are treated in their employment without regard to their race, color, religion, disability, or natural origin, and

b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability or natural origin.

c. The Board of Education and the **Agency** ensures that the rights and privileges available to students attending schools of the Board of Education shall be available to the students served by the **Agency**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.

14. **Agency** herein agrees to defend, indemnify and hold harmless the Board of Education and the governing bodies thereof against any and all claims, demands, actions at law or in equity, judgments, executions, leases, liabilities, damages, expenses, including court costs and attorneys' fees, arising out of or relating to, directly or indirectly, the rendering of services by the Agency pursuant to this Agreement, including, without limitations, any claims that the Agency was negligent in any diagnosis, treatment or failure to diagnose or treat, and those by third parties for damages due to personal injuries or property damage, arising from each individual child using the premises, including the use of materials by the child.

15. In all matters pertaining to the records of the student mentioned by the **Agency**, the **Agency** will comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA) and the Federal Regulations applicable at FERPA at 34 C.F.R. Part 88 and with all state regulations relating to the privacy of such records. The Agency may make such records available to authorized personnel of the Board of Education, including special education department staff, teachers, and other professionals for the purposes of educational planning and monitoring. Agency further agrees to notify the Board of Education representatives who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this Agreement. The Board of Education will not release records pertaining to a student's evaluation received from the Agency to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99. **Agency** agrees that the auditor(s) for Hamilton County, the Department, and State Department of Education, the State Comptroller's Office or those of any Department of Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and records contracts as related to said student(s), for the purpose of examination, and transcription.

16. This contract may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials. Any oral modifications of this contract are not effective. This contract may be terminated by either party by giving written notice to the other, at least thirty (30) calendar days before the

effective date of such termination, if Agency fails to fulfill in a timely and proper manner their obligations under this contract, the Board of Education shall have the right to immediately terminate this contract. Not with-standing the above, Agency and its Board of Directors shall not be relieved of any liability to the Board of Education for damages sustained by virtue of any breach of this contract.

17. **Agency** shall

a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with children or enter school grounds;

b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and

c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202

18. The **Board of Education** shall pay for the implementation of the student's IEP's as agreed upon by the Department. IEP implementation is as follows:

a. Acute In-patient (excludes MD): $500 per diem.
b. Therapeutic Day School (including three group counseling sessions per week): $190 per diem.
c. Step-down (transition back to LEA program): $30 per hour up to 3 weeks after discharge plus mileage at current Federal rate.
d. A maximum of $ 20,000 to be paid to the Agency not to exceed 10 students.

19 The length of this agreement is July 1, 2019 to June 30, 2020. This contract is terminated immediately for an individual student when that student's IEP Team deems the placement is no longer the most appropriate for that student or when a parent, guardian, or student leaves the Agency against medical discharge for any reason. In these situations, the Board of Education's financial obligation to Agency for that student is terminated.

20. Each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d (“FIIPAA”) and any current and future regulations promulgated thereunder including without limitation

the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C .F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." Each party agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. § 164.50 1) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party shall 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.

21. This contract is contingent upon the contractor providing proof of insurance naming Hamilton County Department of Education as Additional Insured or Certificate Holder with coverage and limits satisfactory to the Department of Education's Office of Risk Management.

22. Compliance. Contractor and Contractor's Representatives agree to complete: a) two (2) hours of General Training within thirty (30) days of becoming a Covered Person as defined in the Facility's Corporate Integrity Agreement ("CIA") and b) one (1) hour of General Training on an annual basis thereafter. In addition, Contractor and Contractor's Representatives, who are Covered Persons, agree to complete: c) an initial three (3) hours of Arrangements Training related to Federal Fraud and Abuse laws within thirty (30) days of the effective date of the Agreement and d) two (2) hours of Arrangements Training on an annual basis thereafter. Contractor understands and agrees that any payment for services rendered will not be paid until all focus arrangements training required under this Agreement, has been completed.

    Pursuant to the CIA, the Facility is required to report the number of individuals required to be trained, percentage of individuals trained, and an explanation of any exceptions. The Facility anticipates providing names of any Covered Persons with a training obligation who fail to meet that obligation as part of the Facility's regular reports to the OIG.

23. The parties to the Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law with respect to the performance of the Agreement. Contractor certifies that the Facility has provided the Contractor and Contractor's Representatives, who are Covered Persons, with a copy of the Facility's Code of Conduct, and the Facility's Stark Law and Anti-Kickback Statute Policies and Procedures.

I**N WITNESS THEREOF**, the parties have executed this Agreement on

__June 20th_____, 2019.

| | |
|---|---|
| _____ | _____ |
| Dr. Bryan Johnson, Superintendent | Board Chairman |
| Hamilton County Schools | Hamilton County Board of Education |

_____
Administrator
Agency Therapeutic Treatment

This document has been reviewed for the TN Department of Education by:

_____
Assistant Commissioner of Special Populations

**Hamilton County Department of Education**
**Exceptional Education Department**
**3074 Hickory Valley Road**
**Chattanooga, TN. 37421**

**MEMORANDUM:**

To: Hamilton County Department of Education School Board Members and Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director Exceptional Education

Date: June 20, 2019

Re: Speech/Language Billing and Related Adminstrative Services Agreement

I am respectfully requesting that you approve this agreement with Stellar Therapy, LLC, for billing and related administrative fees related to Medicaid reimbursement for speech, language,occupational and physical therapies, and BCBA services . This agency has satisfactorily worked with our department over the last four years. This contract will be at a rate of 20% of received Medicaid reimbursement and is to be paid from the Medicaid Reimbursement Self Funded Account no additional funds will be needed.

**SERVICES AGREEMENT**

This Services Agreement (the "Agreement") is made on this 20th day of June, 2019 by and between Hamilton County Department of Education (hereinafter known as "SCHOOL DISTRICT") with its principal office at 3074 Hickory Valley Road Chattanooga, TN 37421, and Stellar Therapy Services, LLC (hereinafter known as "Contractor") with its principle office at 6172 Airways Blvd., Chattanooga, TN, 37421.

**WITNESSETH**

WHEREAS, the Interagency Agreement entered into by the Tennessee Board of Education (DOE), the Tennessee Department of Finance and Administration (TDFA)/Bureau of Tenncare, and seven other state agencies, on July 1, 2009, allows local education agencies (LEA) to seek and obtain reimbursement from Tenncare Managed Care Contractors (MCCs) for services provided under the Individuals with Disabilities Act (IDEA) to Tenncare eligible students;

WHEREAS, SCHOOL DISTRICT desires that Contractor provide certain billing and related administrative services in connection with certain healthcare services described herein and to the extent covered by IDEA and provided to SCHOOL DISTRICT students who are TennCare enrollees and eligible to receive such healthcare services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, SCHOOL DISTRICT and Contractor hereby agree as follows:

**1.** **Term.** The term of this Agreement shall be from July 1, 2019 through June 30, 2020.

**2.** **Administrative Services**

(a) Contractor shall provide the following services to SCHOOL DISTRICT during the term of this Agreement (the "Administrative Services"):

1) On behalf of SCHOOL DISTRICT, Contractor shall prepare and submit to appropriate Managed Care Organizations (as defined under Tenncare) all claims for speech and language services, occupational therapy services, physical therapy services, BCBA services, and any other identified eligible services that are provided to Tenncare Eligible SCHOOL DISTRICT Students either by service providers who are directly employed by SCHOOL DISTRICT ("SCHOOL DISTRICT Therapists") or who have a current contract with BOARD OF EDUCATION ("Contract Therapists"). The parties acknowledge and agree that Contractor shall bill only for the foregoing services to the extent they are covered by IDEA and provided to SCHOOL DISTRICT students who are Tenncare enrollees and eligible to receive such healthcare services ("Tenncare Eligible SCHOOL DISTRICT Students").

2) Assist in obtaining billing numbers for SCHOOL DISTRICT Therapists and Contract Therapists, including the acquiring and maintaining of required credentials associated with healthcare services provided to Tenncare Eligible SCHOOL DISTRICT Students and billed by Contractor hereunder.
3) On behalf of all SCHOOL DISTRICT Therapists and to the extent determined reasonable by Contractor, pay required professional organization dues, state health licensure fees, professional privilege taxes, and fees related to obtaining billing numbers for SCHOOL DISTRICT Therapists.
4) Maintain online clinical documentation system for medical records, provide update. Provide access and training to special education staff (both therapists and others) upon request.
5) Train SCHOOL DISTRICT Therapists and Contract Therapists as needed on documentation and clinical requirements related to Administrative Services.
6) Review and assist SCHOOL DISTRICT in the identification of appropriate notices and consents required to be provided students (or their parents or legal guardians) under applicable healthcare privacy laws.
7) Accumulate process and submit encounter information for reimbursement.
8) Provide monthly management reports to SCHOOL DISTRICT with claim and reimbursement information.
9) Perform quality assurance reviews related to compliance with State and Federal regulations with results available to SCHOOL DISTRICT.
10) Ensure that all consents and physicians' orders on behalf of the TennCare Eligible SCHOOL DISTRICT Students are in place in order for Contractor to bill for services provided thereto.

(b) Upon the date of expiration or termination of this Agreement for any reason (the "Termination Date"), Contractor shall have the option to bill exclusively for all claims for services provided to Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT Therapists or Contracted Therapists having dates of service on or prior to the Termination Date (the "Pre-Termination Charges"). This option shall conclusively be deemed to have been exercised by Contractor unless Contractor notifies SCHOOL DISTRICT on or prior to the Termination Date that it has elected not to exercise this option. If Contractor exercises such option, Contractor shall bill exclusively for all Pre-Termination Charges and provide standard reports in connection therewith for a period of up to one hundred twenty (120) days following the Termination Date (the "Post-Termination Period"). Contractor shall have the right to reduce the duration of the Post-Termination Period at any time by providing written notice to SCHOOL DISTRICT specifying the shorter Post-Termination Period. Contractor shall continue to receive its monthly Administrative Services Fee on all Pre-Termination Charges collected during the Post-Termination Period. Upon expiration of the Post-termination Period, Contractor shall cease providing the Post-Termination Services to SCHOOL DISTRICT.

(c) The parties agree to work together in good faith to address issues arising under applicable state and federal laws, policies, procedures and requirements pertaining to the Administrative Services, so that the Administrative Services shall be structured and performed in accordance with such laws.

(d) All revenue and income resulting from the Administrative Services hereunder shall belong to and accrue to the benefit of SCHOOL DISTRICT, unless otherwise agreed by the parties, provided, however, that Contractor shall be entitled to a lien on any revenue or income otherwise due HCDE to the extent of any unpaid

Billing Services as described within this agreement or any Therapy Services as described in separate agreement between the parties, that are more than 30 days late. The parties shall work together to establish appropriate accounts into which such revenues shall be deposited in order to comply with applicable laws.

(e) During the term of this Agreement, SCHOOL DISTRICT will not use the services of any other billing or claims processing companies for the purpose of submitting claims for services performed by SCHOOL DISTRICT employees or Contract Employees for Tenncare Eligible SCHOOL DISTRICT Students.

**3. Compensation.**

a) In consideration for the Administrative Services provided by Contractor SCHOOL DISTRICT agrees to pay Contractor a Fee equal to twenty percent (20%) of total revenues received in connection to services provided by SCHOOL DISTRICT employees or contracted employees to eligible HCDE students during the term of the agreement.

b) Contractor shall invoice SCHOOL DISTRICT on a monthly basis for the Fees under this Agreement, and SCHOOL DISTRICT shall be responsible for paying all Fees upon of receipt of Contractor's invoice therefor.

c) The parties represent and warrant to the other that all compensation payable to Contractor by SCHOOL DISTRICT hereunder has been determined in arms-length bargaining and is consistent with fair market value. Furthermore, the parties represent and warrant that all compensation hereunder was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties

**4. FERPA Compliance.**

SCHOOL DISTRICT and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with SCHOOL DISTRICT as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract (See Attachment).

**5. SCHOOL DISTRICT RESPONSIBILITIES.**

(a) SCHOOL DISTRICT agrees to provide or cause to be provided to Contractor timely, accurate, complete and up-to-date information required by Contractor to perform the Administrative Services, which information may include without limitation demographic, charge, diagnosis, patient or treatment related information. SCHOOL DISTRICT represents and warrants that all clinical documentation provided to Contractor will be true, accurate and complete and up-to-date at the time of provision. SCHOOL DISTRICT will notify Contractor when it becomes aware that any inaccurate or incomplete information has been supplied to Contractor, including but not limited to errors that may affect CPT codes or ICD-10 codes or their equivalents. SCHOOL DISTRICT shall notify Contractor promptly of all non-chargeable patient visits or services.

(b) SCHOOL DISTRICT represents and warrants that the SCHOOL DISTRICT Therapists will perform their services in accordance with standards adopted by the governing bodies of their specialty and that such services are and will be medically necessary, usual, customary and reasonable.

(c) SCHOOL DISTRICT acknowledges that the timing and amount of collections generated by the Administrative Services are subject to numerous variables, and that SCHOOL DISTRICT's failure to comply with the requirements of this Agreement may materially interfere with the Administrative Services. SCHOOL DISTRICT additionally acknowledges that Contractor's ability to perform the Administrative Services may be affected by the inability or failure of third party payors beyond the control of Contractor to accurately process data, complete provider enrollment or credentialing on a timely basis, or adopt systems to comply with requirements imposed by federal or state laws.

(d) If Contractor exercises its option to perform Post-Termination Services, then SCHOOL DISTRICT shall ensure that it provides to Contractor all data and back-up information pertaining to the Pre-Termination Charges promptly after receipt thereof. The parties acknowledge that Contractor cannot properly provide the Post-Termination Services without such data and information.

**6.** **Professional Liability Insurance.** With respect to the Stellar Therapists, Contractor will provide proof of insurance with coverage and limits satisfactory to SCHOOL DISTRICT's Office of Risk Management.

**7.** **Acknowledgments.**

(a) Contractor and SCHOOL DISTRICT acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between SCHOOL DISTRICT and Contractor. In that regard, while Contractor is subject to general terms and conditions in connection with the performance of the Services, Contractor and SCHOOL DISTRICT acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

(b) Contractor and SCHOOL DISTRICT acknowledge and agree that they have had a sufficient opportunity to review the terms of this Agreement.

(c) Contractor and SCHOOL DISTRICT acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owners, partners, officers, employees or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering into this Agreement.

**8.** **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

**9.** **Tax Liabilities.** All taxes applicable to any amounts paid by SCHOOL DISTRICT to Contractor under this Agreement shall be Contractor's liability and SCHOOL DISTRICT shall not withhold or pay any amounts for

federal, state or municipal income tax, Social Security taxes, or unemployment or worker's compensation taxes. Contractor hereby acknowledges its personal liability for the tax imposed by the Internal Revenue Code of 1986, and the payment, when applicable, of estimated quarterly taxes and the filing, when applicable, of quarterly Internal Revenue Service forms for the declaration of estimated tax by individuals. Upon request by SCHOOL DISTRICT, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, SCHOOL DISTRICT shall be solely responsible for all taxes associated with revenues generated from the services provided the TennCare Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT Therapists or the Stellar Therapists and submitted to Managed Care Organizations by contractor as a part of the Administrative Services.

**10.** **Preservation of Records.** Contractor and SCHOOL DISTRICT agree that they shall cause the healthcare records generated in connnection with the services of the SCHOOL DISTRICT Therapists and ContractTherapists to be maintained for at least seven (7) years after the furnishing of any healthcare services pursuant to this Agreement. To the extent required by applicable law, Contractor and SCHOOL DISTRICT shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary" or the Secretary's duly authorized representatives, the Comptroller General of the United States (the "Comptroller General") or the Comptroller General's duly authorized representatives, such books, documents or records as may be necessary to certify the nature and extent of the cost of any services rendered pursuant to this Agreement. All such books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be required in regulations promulgated by the Secretary.

**11.** **Indemnification**. Contractor agrees to protect, defend and indemnify HCDE and to hold HCDE harmless against any and all claims, demands, losses, suits or causes of action arising out of or in any way related to the performance of Contractor's services under the terms of this Agreement including, but not specifically limited to, Contractor's Billing Services, the Therapy Services of Stellar Therapists, or the training, supervision or retention of any of Contractor's employees or agents; provided, however, that Contractor shall not be responsible for any any claims, demands, losses, suits, or causes of action that are solely the result of any error, ommission, or intentional act on the part of any HCDE employee.

**12.** **Notices.** Any notice or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as set forth under each parties signature to this Agreement. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

**13.** **Change Of Circumstances**. In the event (i) Medicaid, TennCare, any applicable third-party payer or any federal, state or local legislative or regulatory authority establishes or has any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change or has an adverse effect in the method or amount of reimbursement or payment for the use of or services services provided to Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT Employees or Contract Employees and submitted to Managed Care Organizations by Contractor as a part of the Administrative Services, (ii) any or all of such payers/authorities establishes any law,

rule, regulation, policy, procedure or interpretation thereof which establishes or creates a substantial risk of violation of any federal, state or local anti-fraud and abuse law, or (iii) any or all of such payers/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party affected by any such change in circumstances or adverse effect, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

**14.** **Governing Law.** This Agreement is made and entered into the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of that state.

**15.** **Severability.** Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

**16.** **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

**17.** **Assignment.** Contractor shall not assign this Agreement to any other party or parties without the prior written consent of SCHOOL DISTRICT.

**18.** **Headings.** The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

**19.** **Counterparts.** This Agreement may be executed in two counterparts, both of which shall constitute an original.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement through their duly authorized representatives below.

| **SCHOOL DISTRICT** | **Stellar Therapy Services, LLC** |
|---|---|
| _____ | _____ |
| Dr. Bryan Johnson, Superintendent<br>Hamilton County Department of Education | Melissa Christopher, Executive Director<br>Stellar Therapy Services, LLC |
| _____ | _____ |
| Board Chairman<br>Hamilton County Board of Education | Holly Christopher, Administrator<br>Stellar Therapy Services, LLC |

Address for Notices:

| | |
|---|---|
| 3074 Hickory Valley Road | PO Box 8114 |
| Chattanooga, TN 37421 | Chattanooga, TN 37414 |

**ATTACHMENT**
**Authorization and Acknowledgement of Compliance**

**Whereas,** SCHOOL DISTRICT has contracted with Stellar Therapy Services, LLC, for the provision of administrative and billing services related to certain healthcare services described within the contract;
**Whereas,** the above referenced contract may require the disclosure by the SCHOOL DISTRICT to Stellar Therapy Services, LLC, of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA);
**Whereas,** 34 C.F.R. 99.31 and 34 C.F.R. 99.35, authorize an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to authorized representatives of SCHOOL DISTRICT and local educational authorities in connection with an audit or evaluation of Federal or state supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.

Therefore, the SCHOOL DISTRICT and STELLAR THERAPY SERVICES, LLC, hereby agree as follows:

1. STELLAR THERAPY SERVICES, LLC, is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This personally identifiable student and parent information may include but not be limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender and Enrollment Record.

2. STELLAR THERAPY SERVICES, LLC, as authorized representative of SCHOOL DISTRICT for the sole purpose of complying with the requirements of the above contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with SCHOOL DISTRICT.

3. STELLAR THERAPY SERVICES, LLC, agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

_____

SCHOOL DISTRICT Date

_____

Stellar Therapy Services, LLC Date

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**EXCEPTIONAL EDUCATION**
**3074 HICKORY VALLEY ROAD**
**CHATTANOOGA, TN. 37421**

**MEMORANDUM**

**TO:** Hamilton County Department of Education School Board Members and Dr. Bryan Johnson, Superintendent

**FROM:** Garfield Adams, Director Exceptional Education

**DATE:** June 20, 2019

**RE:** Exceptional Education - Contract with Stellar Therapy Services, LLC

Exceptional Education would like to request that the Board approve the attached contract with Stellar Therapy LLC Bid File 19-44 for the contract period 7-1-19 through 6-30-20. This agreement is to provide Speech and Language, Occupational and Physical Therapy services as required by Individual Education Plans and supervised by Exceptional Education Administrators. We are requesting approval for this contract in order to provide a Free Appropriate Public Education for students receiving the above named services which are in excess of the ability of current HCDE staff to provide. This contract will be paid with a combination of funds from Medicaid Reimbursement, IDEA Part B and Ex Ed General Purpose Budget funds. This contract should not exceed $2,300,000.

Thank you for your consideration of approving this contract for the 2019-2020 school year services.

**SERVICES AGREEMENT**

This Services Agreement (the "Agreement") is made on this 20th day of June, 2019 by and between the Hamilton County Department of Education (hereinafter known as "HCDE") with its principal office at 3074 Hickory Valley Road Chattanooga, Tennessee 37421, and Stellar Therapy Services, LLC (hereinafter known as "Contractor") with its principle office at 6172 Airways Blvd, #122, Chattanooga, TN 37421. This Agreement supercedes any other agreement between the parties.

**WITNESSETH**

WHEREAS, T.C.A. § 49-10-106 provides that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competency where necessary to provide appropriate special education and related services to children with disabilities (as defined in T.C.A. § 49-10-107 (2009));

WHEREAS, HCDE desires that Contractor provide speech and language services, occupational therapy services, and physical therapy services to HCDE students as assigned by a representative of the Exceptional Education Department of HCDE;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, HCDE and Contractor hereby agree as follows:

**1.** **Term.** The term of this Agreement shall be for a period of one (1) year from July 1, 2019 through June 30, 2020.

**2.** **Therapy Services.**

(a) Contractor shall provide to HCDE the Therapy Services listed in Section 4 of this Agreement, including direct and indirect service time, assessments, treatments, consultation, documentation, progress reports, meeting attendance, travel time between schools, documentation and prep time performed onsite or offsite, through service providers selected and employed by Contractor ("Stellar Therapists"), and such Therapy Services shall be subject to the following conditions:

- Stellar Therapists will provide Therapy Services to students assigned as designated in the student's Individual Educational Plan (IEP), regardless of whether or not such students are TennCare Eligible HCDE Students (as defined below).
- Stellar Therapists will attend IEP meetings as needed and recommend goals and objectives for individual students for use in developing their IEPs.
- Contractor shall ensure that each Stellar Therapist who provides Therapy Services to HCDE hereunder supplies a fingerprint sample and submits to a criminal history records check to be conducted by the TN Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the Stellar Therapist to have contact with children or enter school grounds for the purposes of providing any services under this Agreement.
- Contractor shall ensure that each Stellar Therapist who provides Therapy Services to HCDE hereunder agrees to verify employment eligibility requirements for all contract employess according to the Department of Homeland Security and U.S. citizenship and Immigration services.

- With respect to the Therapy Services provided to HCDE under this Agreement, Contractor shall not allow any Stellar Therapist to come in direct contact with an assigned student or enter the grounds of a school where children are present if the criminal history records check indicates that the Stellar Therapist has ever been convicted of an offense that is classified as a sexual offense or provider was convicted as a violent sexual offender as defined in T.C.A. § 40-39-202.
- For students with case managers other than Contractor, Stellar Therapists shall provide to the case manager data to document student needs, progress, lack of progress and verification that the related services provided in the IEP for the assigned student have been appropriately implemented. Progress reports will be completed on each assigned student and provided to the case manager.
- Each Stellar Therapist will be responsible for their own transportation to HCDE assignments; provided, however, that transportation time shall be billed as set forth in Section 4(a).

(b) Contractor represents and warrants that each Stellar Therapist who provides Therapy Services to HCDE hereunder possesses all licenses and qualifications necessary to perform the Therapy Services and is familiar with all professional standards of care, including the duty to maintain confidentiality over all information pertaining to students' educational or health records. Contractor agrees to maintain or ensure that such providers maintain (at Contractor's or the Stellar Therapist's expense) such licenses and qualifications and to conduct its business in accordance with the professional *Code of Ethics* of AOTA, APTA or ASHA (as applicable) and all relevant State and Federal rules and regulations applying to the performance of the Therapy Services throughout the term of this Agreement.

(c) Without a prior written consent of Contractor, during the term of this Agreement and for a period of one (1) year after the effective date of expiration or termination of this Agreement, HCDE covenants and agrees that it shall not directly or indirectly solicit, hire or contract with any Stellar Therapist who was employed by or otherwise contracted with Contractor during the term of this Agreement.

**3. <u>Compensation</u>.**

(a) In consideration for the Therapy Services provided by Contractor, HCDE agrees to pay Contractor its Fees for Therapy Services per the following rate schedule:

| THERAPY SERVICES: | |
|---|---|
| Speech and Language Pathologist | $62/hour |
| Speech and Language Pathologist – Clinical Fellow or MA | $50/hour |
| Speech and Language Assistant | $40/hour |
| Occupational Therapist – Registered | $62/hour |
| Certified Occupational Therapy Assistant | $50/hour |
| Physical Therapist-Registered | $62/hour |
| Physical Therapist Assistant | $50/hour |
| Physician's Assistant | $25/visit |

Therapy Service fees for the agreed upon staffing plan will not exceed $2,300,000.00 under the terms of this contract. Contractor agrees to not exceed the maximum limits of this staffing plan without written request from the Director of Special Education.

Therapy Services reimbursed under the above rate schedule include direct and indirect service time, assessments, evaluations, treatments, consultation, documentation, progress reports, meeting attendance, travel time between schools, documentation and prep time performed onsite or offsite. Other services may be added as needed with rates to be agreed upon in advance by both parties. All amounts payable to Contractor pursuant to this Section 3(a) shalll be referred to herein as the "Fees for Therapy Services."

(b) Parties further agree that supplies, equipment and technology will be provided by HCDE as necessary for meeting the performance standards of HCDE.

(c) Contractor shall invoice HCDE on a regular basis for the Therapy Services provided under this Agreement, and HCDE shall be responsible for paying all Fees upon of receipt of Contractor's invoice. However, HCDE has the right to review and approve any invoiced Therapy Services and to disallow any charges it questions in good faith.

(d) Additional Therapy Services may be purchased from Contractor upon written request by HCDE Director of Special Education and subject to Contractor availability.

(e) The parties represent and warrant to the other that all compensation payable to Contractor by HCDE hereunder has been determined in arms-length bargaining and is consistent with fair market value. Furthermore, the parties represent and warrant that all compensation hereunder was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties.

**4**. **Services of Contractor, Qualifications, Recruiting.**

(a) Contractor shall provide the Services at the place(s) of business operated or controlled by HCDE or its clients..

(b) Contractor represents and warrants that s/he possesses all licenses and qualifications necessary to perform the Services, and agrees to maintain (at his/her expense) such licenses and qualifications, and to practice conduct in accordance with the professional *Code of Ethics* of AOTA, APTA or ASHA (as applicable) and all relevant rules and regulations applying to the performance of the Services throughout the term of this Agreement.

(c) HCDE is prohibited from hiring, causing to be hired, or contracting with in any capacity any person associated with the Contractor without the expressed written consent of the Contractor for a period of one year from the cessation of this contract or the cessation of working relationship of said person with Contractor.

**5. Other Responsibilities.**

(a) Contractor is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the contract. This personally identifiable student and parent information may include but not limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender and Enrollment Record.

(b) Contractor as authorized representative of HCDE for the sole purpose of complying with the requirments of the contract agrees to comply fully with FERPA by maintaining the confiedentiality of all student information and to use the information solely to fulfill its obligations under the contract with HCDE.

(c) Contractor agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the contract.

(d) Contractor understands that it may have access to student demographic data for whom it does not provide a direct service and acknowledges that it may not use this or any student level data for soliciation purposes. Futher, the Contractor understands that it will be liable for breaches of confiedntiality that occur due to misuse of data.

**6.** **Professional Liability Insurance.** Before HCDE will have any obligation to Contractor under the terms of this Agreement, Contractor must first provide proof of insurance with coverage and limits satisfactory to HCDE's Office of Risk Management. This coverage, at a minimum, must extend to any operation to be undertaken by Contractor in connection with its Staffing Services, the training and supervision of its Stellar Therapists, and any errors, ommissions or other acts of negligence by these Stellar Therapists. In the event that Contractor fails to provide such a policy of insurance or the Office of Risk Management fails to approve any such policy, then this Agreement will be of no effect and HCDE will have no liability to Contractor whatsoever.

**7.** **Indemnification**. Contractor agrees to protect, defend and indemnify HCDE and to hold HCDE harmless against any and all claims, demands, losses, suits or causes of action arising out of or in any way related to the performance of Contractor's services under the terms of this Agreement including, but not specifically limited to, Contractor's Billing Services, the Therapy Services of Stellar Therapists, or the training, supervision or retention of any of Contractor's employees or agents; provided, however, that Contractor shall not be responsible for any any claims, demands, losses, suits, or causes of action that are solely the result of any error, ommission, or intentional act on the part of any HCDE employee.

**8.** **Acknowledgments.**

(a) Contractor and HCDE acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between HCDE and Contractor. In that regard, while Contractor is subject to general terms and conditions in connection with the performance of the Services, Contractor and HCDE acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

(b) Contractor and HCDE acknowledge and agree that they have had a sufficient opportunity to review the terms of this Agreement.

(c) Contractor and HCDE acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owners, partners, officers, employees or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering into this Agreement.

**9.** **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

**10.** **Tax Liabilities.** All taxes applicable to any amounts paid by HCDE to Contractor under this Agreement shall be Contractor's liability and HCDE shall not withhold or pay any amounts for federal, state or municipal income tax, Social Security taxes, or unemployment or worker's compensation taxes. Contractor hereby acknowledges its personal liability for the tax imposed by the Internal Revenue Code of 1986, and the payment, when applicable, of estimated quarterly taxes and the filing, when applicable, of quarterly Internal Revenue Service forms for the declaration of estimated tax by individuals. Upon request by HCDE, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, HCDE shall be solely responsible for all taxes

associated with revenues generated from the services provided the TennCare Eligible HCDE Students by HCDE Therapists or the Stellar Therapists and submitted to Managed Care Organizations by Contractor as a part of the Billing Services.

**11.** **Preservation of Records.** Contractor and HCDE agree that they shall cause the healthcare records generated in connnection with the services of the HCDE Therapists and Stellar Therapists to be maintained for at least seven (7) years after the furnishing of any healthcare services pursuant to this Agreement. To the extent required by applicable law, Contractor and HCDE shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary" or the Secretary's duly authorized representatives, the Comptroller General of the United States (the "Comptroller General") or the Comptroller General's duly authorized representatives, such books, documents or records as may be necessary to certify the nature and extent of the cost of any services rendered pursuant to this Agreement. All such books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be required in regulations promulgated by the Secretary.

**12.** **Notices.** Any notice or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as set forth under each parties signature to this Agreement. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

**13.** **Governing Law and Venue.** This Agreement is made and entered into the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of that state. Both parties agree that any litigation filed to enforce the terms of this Agreement must be filed in the Chancery Court of Hamilton County, Tennessee, and both parties hereby waive any right they otherwise have to file any such suit in Federal Court or to remove any such action to Federal Court.

**14.** **Severability.** Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

**15.** **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

**16.** **Assignment.** Contractor shall not assign this Agreement to any other party or parties without the prior written consent of HCDE.

**17.** **Headings.** The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

**18.** **Counterparts.** This Agreement may be executed in two counterparts, both of which shall constitute an original.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement through their duly authorized representatives below.

**Hamilton County Department of Education**

_____

Dr. Bryan Johnson, Superintendent
Hamilton County Department of Education

_____

Board Chairman
Hamilton County Department of Education

**Stellar Therapy Services, LLC**

_____

Melissa Christopher
Executive Director
Stellar Therapy Services

_____

Holly Christopher
Administrator
Stellar Therapy Services

**Hamilton County Department of Education**
**Exceptional Education Department**
**3074 Hickory Valley Road**
**Chattanooga, TN. 37421**

**MEMORANDUM:**

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director Exceptional Education

Date: June 20, 2019

Re: Speech/Language Services Private and Home School Agreement

I am respectfully requesting that you approve this agreement with Stellar Therapy, for the provision of speech and language services to Private and Home School students. This agency has satisfactorily worked with our department. Their provision of licensed therapist greatly contributes to the system's provision of speech and language services. This contract is for the private school proportional services plan paid for from the IDEA, Part B Grant $ 449,927; IDEA, Preschool Grant $ 12,841 and anticipated IDEA Carry Over Amount $ 23,336 not to exceed $486,104.

# SPEECH/LANGUAGE ASSESSMENT
# AND THERAPY SERVICES AGREEMENT
# FOR PRIAVTE AND HOME SCHOOL STUDENTS

This Agreement is made and entered into as of this day by and between the Hamilton County Department of Education (hereinafter termed the Department) with its principal office at 3074 Hickory Valley Road, Chattanooga, Tennessee 37421 and Stellar Therapy Services, LLC, (provider), 6172 Airways Blvd, #122, Chattanooga, Tennessee 37421.

1. Services and Term. The Provider will administer speech-language evaluations and therapy to private and home school students of the Department as assigned by the responsible representative of the respective department during the 2019-20 school year (July 1, 2019 through June 30, 2020).

2. The Department will pay the Provider for speech and language evaluations and therapeutic services provided by a Speech-Language Pathologist for eligible students enrolled in private or home schools at the rate of **$100.00** per hour to include direct service, documentation, meetings, travel, and planning upon receipt of the Provider's invoice identified to the particular student(s) and service rendered. When these services are provided by a Speech-Language Clinical Fellow, the hourly rate will be **$85.00** per hour. When these services are provided by a Speech-Language Pathology Assistant, the hourly rate will be **$75.00** per hour. Administrative scheduling of these services are not specifically billed, but are included in this hourly rate.

3. The Department will pay the Provider for Occupational Therapy and Physical Therapy evaluations and therapeutic services for eligible students enrolled in private or home schools at the rate of **$100.00** per hour to include direct service, documentation, meetings, travel, and planning upon receipt of the Provider's invoice identified to the particular student(s) and service rendered. When these services are provided by an Occupational Therapy Assistant or Physical Therapist Assistant, the hourly rate will be **$75.00** per hour. There is a 2 hour

minimum per OT or PT therapist or assistant, per scheduled day. Administrative scheduling of these services is not specifically billed, but is included in this hourly rate.

4. Total expenditures to the Department under this contract will not exceed $486,104.

5. Further Terms and Conditions

A. The Department will provide appropriate referral information and written permission for testing to the Provider immediately following assignment by the Department. The Department and the Provider will, after execution of this Agreement, establish arrangements for the prompt delivery of referrals and reports.

B. Provider will contact the appropriate school personnel at the school where the referred student attends to make testing arrangements.

C. Upon completion of the evaluation(s), the Provider will prepare and transmit a complete report meeting the local formal guidelines to the Department. These reports will be complete and will state the decision relative to ***certification*** criteria (not eligibility).

D. In determining whether a student meets the criteria for eligibility, Provider will follow the *Tennessee Rules, Regulations and Minimum Standards for Special Education*, the Tennessee Department of Education *Special Education Manual*, and the Department Manual. The Provider agrees to maintain a current familiarity with all state and federal guidelines and regulations for the evaluation of handicapping condition(s). The Department will provide copies of Department manuals and offer staff development programs from time to time.

E. Turnaround time for evaluations will not exceed twenty (20) school days from the time the Provider accepts a referral until the report is sent to the Department. Any exceptions to these timelines will be reported to the Department with the reasons stated in writing. The Provider will bill the Department at the first of each month for evaluations and therapy completed during the previous month.

F. Speech/language individual and/or group therapy will be provided as deemed appropriate by the Provider. Therapy progress reports for each student will be given by the Provider at the regularly scheduled reporting dates of the respective Department.

G. Provider certifies that during all times covered by this Agreement he/she has in force professional liability insurance coverage.

H. Provider hereby agrees to defend, indemnify and hold harmless the Department and the respective governing body thereof against any and all claims, demands, actions at law or in equity, judgments, executions, losses, liabilities, damages, expenses, including court costs and attorneys' fees, arising out of or relating to, directly or indirectly, the rendering of services by the Provider pursuant to this Agreement, including, without limitation, any claim that the Provider was negligent in any diagnosis, or in failing to diagnose properly.

I. In all matters pertaining to the records of the student maintained by the Provider, the Provider will comply with the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. The Provider may make such records available to authorized personnel of the Department, including special education department staff, teachers, and other professionals for the purposes of educational planning and monitoring. Provider further agrees to notify the Department representative who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this Agreement. The Department will not release records pertaining to a student's evaluation received from the Provider to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 24 C.F.R. Part 99.

a. Provider is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This personally identifiable student and parent information may include but not be limited to: Name, Social Security Number, Telephone Numbers, Attendance Records, Disability Information, Grades, Date of Birth, Address, Race, Gender and enrollment Record.

b. Provider as authorized representative of the District for the sole purpose of

complying with the requirements of the above contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with the District.

c. Provider agrees to destroy all confidential student information when it is no longer needed or purposes of fulfilling its obligations under the above referenced contract.

d. Provider understands that it may have access to student demographic data for who it does not provide direct service and acknowledges that I may not use this or any student level data for solicitation purposes. Further, the Provider understands that it will be held liable for breaches of confidentiality that occur due to misuse of data.

J. Provider represents that each Speech/Language Pathologist contracted with are in good standing with the State of Tennessee and that as of the date of the execution of this Agreement, he/she has not been convicted of a felony and that no disciplinary charges have been filed against him/her with the State Board of Examiners for Speech Pathology and Audiology and the Board of the American Speech and Hearing Association. Provider further agrees to report to the Department immediately the filing of any disciplinary charges against him/her with the Board of the American Speech and Hearing Association and the disposition of any such disciplinary charges. Provider further agrees to cooperate with the Department in any background investigation undertaken by or on behalf of the Department.

K. Provider shall invoice the Department on a monthly basis for the fees under this Agreement, and the District shall be responsible for paying all fees upon receipt of Provider's invoice therefor.

6. Termination. This Agreement may be terminated by the Department or the Provider without cause upon written notice given at least thirty (30) days before the proposed effective date of such termination. In the event of termination by the Department, the Provider

shall be entitled to receive compensation as outlined in this Agreement for any evaluations satisfactorily completed as of the termination date. This Agreement may also be terminated immediately by the Department upon written notice for the following reasons:

a. Failure of the Provider to comply with all applicable rules, regulations and procedures (state, federal and local) pertinent to the performance of services for the Department under this Agreement.

b. Failure of the Provider to: Agree to the release of all investigative release records to the board for examination for the purpose of verifying the accuracy of criminal violation information as required by Sec. 49-5-406(a)(1)(A); and (2) Supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation (TBI) and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds. The employee and/or applicant shall pay the cost for the criminal background check.

c. Failure of the Provider to comply with any obligation under this Agreement.

d. The Provider offering or rendering any services to students for compensation under this Agreement unless the student was specifically referred by the Department for services under this Agreement.

e. Failure of the Provider to provide proof of coverage under a valid policy of professional liability insurance, with all required endorsements, within thirty (30) days after the effective date of this Agreement.

f. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Department of Education's Office of Rick Management.

7. Miscellaneous. This Agreement may be amended only by written amendment executed by the parties. This Agreement will be construed in accordance with the laws of the State of Tennessee. Nothing in this Agreement may be construed as restricting or prohibiting

the Provider from the development of his or her private professional practice.

***IN WITNESS WHEREOF***, the parties have executed this Agreement as of the __20th__ day of __June__, 2019.

_____
Melissa Christopher, Executive Director
Stellar Therapy Services, LLC

_____
Holly Christopher, Administrator
Stellar Therapy Services, LLC

_____
Dr. Bryan Johnson, Superintendent
Hamilton County School System

_____
Board Chairman
Hamilton County Board of Education

**Hamilton County Department of Education**
**Exceptional Education Department**
**3074 Hickory Valley Road**
**Chattanooga, TN. 37421**

**MEMORANDUM:**

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director, Exceptional Education

Date: June 20, 2019

Re: Exceptional Education - Contract with Orange Grove Center, Inc.

I am respectfully requesting that you approve the attached contract with Orange Grove Center, Inc. for the 2019-2020 school year. Funds will be disbursed in 12 equal installments and will not exceed $1,397,380 for up to 45 students. This contract will be paid with Exceptional Education General Purpose funds. These funds are already budgeted and no additional funds are requested.

Thank you for your consideration of this contract.

**EXCEPTIONAL EDUCATION**

**CONTRACT FOR SPECIAL EDUCATION SERVICES**

This agreement made this 20th day of June, 2019 by and between the Hamilton County Department of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at 3074 Hickory Valley Road, and Orange Grove Center, Incorporated, (hereinafter known as **OGC**) with principal office at 615 Derby Street, both of Hamilton County, Tennessee, to be effective for the 2019-2020 school year.

**WITNESSETH**

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD OF EDUCATION** in order to provide a proper comprehensive and well implemented Special Education Program, finds it desirable to acquire the services of another agency.

WHEREAS, **OGC** is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of **BOARD OF EDUCATION**.

NOW, THEREFORE, **BOARD OF EDUCATION** and **OGC** for the consideration hereinafter names, agree as follows:

1. **OGC** agrees to be subject to and operate under the rules and regulations of the Tennessee Department of Education and the Hamilton County Board of Education. Accordingly, the authority of the State Department of Education, the Hamilton County Superintendent of Schools, and all Hamilton County public school officials shall be as full and ample at **OGC** as it is under the jurisdiction of Hamilton County Board of Education.

2. **OGC** shall accept the responsibility for the educational training of students assigned to it by the Board of Education Exceptional Education Department. **BOARD OF EDUCATION** will pay **OGC** a sum of $1,397,380.00 or $31,052.89 per student for 45 students, to be paid in twelve (12) equal monthly increments during the 2019-2020 school year, for full-day student participation. Enrollment over the total full-day participation number of students will be paid on a per diem rate, based upon the needs of the student. It is understood and agreed by and between the parties that the **BOARD OF EDUCATION** is solely responsible for determining whether **OGC** is an appropriate placement for any particular **BOARD OF EDUCATION** student. The **BOARD OF EDUCATION** students attending **OGC** will attend up to 225 school days. The 225 school days include 180 days of traditional school calendar year attendance and up to 45 days of extended school year (ESY). The IEP team will determine the amount of extended school year (ESY) for each student, based on supporting data. The IEP team should meet regarding the extended school year (ESY) decision early enough in the spring of the school year to ensure that parents can meaningfully exercise their due process rights, if they wish to challenge the ESY decision. The extended school year (ESY) decision must be made before the start of summer. The **BOARD OF EDUCATION** recommends the IEP team review the data to determine extended school year (ESY) need by the end of the third nine weeks of the school year.

   If a **BOARD OF EDUCATION** student attending **OGC** requires homebound educational services outside of **OGC** as directed by the IEP Team and **OGC** cannot provide this service, **BOARD OF EDUCATION** will provide the service. If a **BOARD OF EDUCATION** student is placed in a residential treatment facility by a physician, **BOARD OF EDUCATION** staff will monitor the implementation of the student's IEP. During each month of homebound service provided by **BOARD OF EDUCATION** staff or residential treatment service provided a student, after being admitted by a physician, the monthly rate of payment for that student will be deducted from the monthly increment payment to **OGC**. The monthly rate deducted will be $2,587.74.

3. **OGC** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:

   a. A statement of the child's present levels of educational performance
   b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,

c. A statement of short term instructional objectives,
d. A statement of specific educational related services needed by the child,
e. The date when these services will begin and length of time the services will be given,
f. A description of the extent to which the child will participate in regular education programs, if any.
g. A justification for the type of education placement, which the child will have,
h. The persons responsible for the implementation of the individualized education program,
i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
j. Progress reports shall be sent to the parents and the **BOARD OF EDUCATION** every 9 weeks. Attendance reports shall be submitted every 20 days to the **BOARD OF EDUCATION.**
k. The programs of the child shall not be changed or terminated without an I.E.P. Team meeting composed of representatives of the **BOARD OF EDUCATION** and **OGC** which results in agreement regarding change or termination of the program.

4. The staff of the **BOARD OF EDUCATION** may inspect the **OGC'S** facility and confer with **OGC'S** staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.

5. **OGC** shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:

a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and

b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.

c. **BOARD OF EDUCATION** and **OGC** ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by **OGC,** including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.

6. **OGC** shall:

a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation (TBI) and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds;

b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and

c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.

7. **BOARD OF EDUCATION** will provide a school psychologist to coordinate initial and reevaluation assessments for the **BOARD OF EDUCATION** students attending **OGC**. The assessment team will be comprised of appropriate team members as outlined by the Tennessee Department of Education (TDOE), Division of Special Education and will include representatives from the **BOARD OF EDUCATION** and **OGC**. The assessment team will provide all information, including a written integrated report, to the IEP team.

As previously stated, the **BOARD OF EDUCATION** is solely responsible for determining if **OGC** is an appropriate placement for any particular **BOARD OF EDUCATION** student. Students must be identified as having significant multiple needs and/or a diagnosis of Severe Intellectual Disability. **BOARD OF EDUCATION** students entering **OGC** must only meet the registration and health requirements established by **BOARD OF EDUCATION**.

8. **BOARD OF EDUCATION** and **OGC** shall jointly share in the development and monitoring of the individualized education program (IEP) for each student. **BOARD OF EDUCATION** and **OGC** shall have the opportunity to provide a representative to attend and participate in the IEP Team meetings. A draft IEP should be available for review at least three days prior to every IEP meeting.

9. **OGC** shall notify **BOARD OF EDUCATION** immediately and not to exceed seven (7) days when it learns that a student is no longer a resident of a Hamilton County School zone area and when a student is no longer attending **OGC**. **BOARD OF EDUCATION** will not be responsible for continuing payments of the amount reflected in preceding paragraph #3 of this Agreement if and when a student, receiving services from **OGC** under this Agreement, moves, relocates, or otherwise changes residence to a system or area outside the Hamilton County School zone. In the event that a student's attendance reflects excessive absences (beyond two weeks), the IEP Team shall convene to address the need for a change of placement.

10. **BOARD OF EDUCATION**, working with **OGC,** shall develop an individualized education program which will be specifically designed to meet the unique needs of each student with provisions for all support materials and services necessary for his/her education. **OGC** will include in the IEP all related services as deemed necessary by the members of the IEP Team. Provisions for related services are as follows**:**

    a. Services needed for the student to benefit from an appropriate special education program.
    b. Services needed to obtain a complete diagnostic profile necessary to determine special education program and appropriate related services.
    c. **BOARD OF EDUCATION** recognizes that some students will be in need of certain related services as determined by the IEP Team. Under the provision of this contract, **OGC's** services will be limited to those currently provided in the areas of:

        (1) Physical Therapy
        (2) Occupational Therapy
        (3) School Health Services
        (4) Speech, Language and Communication Services
        *(5)* Transportation
        *(6)* Behavior Management Services
        *(7)* Vision and Audiology Services
        *(8)* Assistive Technology Services
        *(9)* Implementation of all IEP goals and objectives

11. All assessment information received by **OGC,** not conducted by the **BOARD OF EDUCATION**, shall include a release of information to the **BOARD OF EDUCATION** so that the **BOARD OF EDUCATION** has access to this assessment information. Any assessment reports conducted or received by **OGC** while this contract is in effect shall be forwarded to the Director of Exceptional Education. **OGC** shall complete all assessments necessary to determine student eligibility to include:

    a. Educational and diagnostic assessments
    b. Vision and hearing results
    c. Physical and/or occupational therapy evaluations
    d. Speech and language evaluations
    e. Augmentative communication evaluations
    f. Oral motor assessments
    g. Assistive technology evaluations
    h. Prevocational/vocational evaluations

12. This agreement is contingent on the following:

    a. **OGC's** program is appropriate in relation to the needs of the students to be enrolled.
    b. The **OGC** facility shall make available a comprehensive educational program for up to forty-five (45) or full day participation students, as stipulated in contract point #2.
    c. The professionals designated to work with the students shall be approved, licensed, or certified by the appropriate agency or agencies of the State of Tennessee verifying that they are not presently under suspension or subject to other disciplinary action by the appropriate agency or agencies of the State of Tennessee.

d. **OCG** agrees to verify employment eligibility requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.
e. **OGC** certifies that the staff of the facility has received training in the appropriate use of restraint and isolation as mandated by Public Chapter 457 of the Acts of 2011 amended T.C.A. Title 49, Chapter 10, Section 13.
f. **OGC** will report to the **BOARD OF EDUCATION** each instance of the use of restraint and isolation to comply with parental notification requirements of Public Chapter 457 of the Acts of 2011 amended T.C.A. title 49, Chapter 10, Section 13.

13. Termination. This agreement may be terminated by the **BOARD OF EDUCATION** or **OGC** for cause upon written notice given at least twenty (20) days before the proposed effective date of such termination, if the cause of such termination has not been corrected to the satisfaction of the party terminating the agreement within such period of time. For these purposes, "cause" shall include, but not be limited to, the following:
    a. Failure of **OGC** to comply with all applicable rules, regulations and procedures (state, federal and local) pertinent to the performance of services for the System under this Agreement.
    b. Failure of **OGC** to comply with any obligation under this Agreement.
    c. Failure of **OGC** to provide proof of coverage under a valid policy of professional liability insurance, with all required endorsements, within thirty (30) days after the effective date of this Agreement.

    In the event of such termination, **OGC** shall be entitled to receive compensation in accordance with the terms of this Agreement for services rendered up to the termination date.

14. A representative of the **BOARD OF EDUCATION** will monitor and inspect the **OGC** program and facility. Inspections are to be at a time reasonable to both parties.

15. In all matters pertaining to the records of the student maintained by **OGC**, **OGC** will comply with the Family Educational Rights and Privacy Act, 20 USC 1232(g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. **OGC** may make such records available to authorized personnel of **HCDE**, including special education department staff, teachers, and other professionals for the purpose of educational planning and monitoring. **OGC** further agrees to notify the **BOARD OF EDUCATION** representative who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. The **BOARD OF EDUCATION** will not release records pertaining to a student's evaluation received from **OGC** to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

16. **OGC** agrees to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to the system, in any legal proceedings arising from alleged failure of the **BOARD OF EDUCATION** to comply with Federal and State Laws.
17. **OGC** agrees that the auditor for Hamilton County, the Hamilton County Department, the State Comptroller's Office or those of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recording contracts for the purpose of examination, experts and transcription.
18. Notwithstanding the above, **OGC** shall not be relieved of any liability to the **BOARD OF EDUCATION** for damages sustained by virtue of any breach of this contract.

19. **OGC** shall certify that all students referred will be served by certified and/or licensed teachers and therapists and no teacher or therapist not in good standing with his/her licensing/certifying agency will serve any students so referred.

20. Miscellaneous. This Agreement may be amended only by written amendment executed by the parties. This Agreement will be construed in accordance with the laws of the State of Tennessee. Nothing in this Agreement may be construed as restricting or prohibiting **OGC** from the development of its private professional practice.

21. **OGC** agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.

22. **OCG** agrees to verify employment eligibility requirements for all contract employees to the Department of Homeland Security and U.S. Citizenship and Immigration services.

23. **OGC** herein agrees to protect, defend, indemnify, and hold harmless the **BOARD OF EDUCATION**, as well as its agents and employees, against any and all claims, demands or causes of action asserting any injuries, losses or costs, including, but not limited to, court costs or attorneys' fees, arising out of or in way related to the rendering of services pursuant to this Agreement or its relationship with the **BOARD OF EDUCATION**.

24. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Department of Education's Office of Risk Management.

25. The term of this agreement is from July 1, 2019 to June 30, 2020 for the 225 school days of service.

***IN WITNESS WHEREOF,*** the parties have executed this Agreement as of the __20th___ day of __June_____, 2019.

_____
Dr. Bryan Johnson, Superintendent
Hamilton County Schools

_____
Board Chairperson
Hamilton County Board of Education

_____
W. Kyle Hauth, Executive Director
Orange Grove Center, Inc.

_____
Tom Greenholtz, Board President
Orange Grove Center, Inc.

This document has been reviewed for the TN Department of Education by:

_____
Assistant Commissioner of Special Populations

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**3074 HICKORY VALLEY ROAD**
**CHATTANOOGA, TENNESSEE 37421**

**MEMORANDUM**

**TO:** Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**From:** Brent Goldberg, Chief Business Officer

**DATE:** June 20, 2019

**RE:** Recommendation to Purchase the Annual License, Maintenance and Support for the Student Activity Fund Accounting Software for the '19 – '20 School Year

The student activity fund accounting software requires annual license, maintenance and support fees totaling $26,035.00 for the '19 – '20 school year. These fees reflect a four percent increase over last year, which were approved at the July 19, 2018 School Board meeting. In addition, the schools will purchase their own compatible laser checks, laser receipts, and window envelopes which, taken together, could require Board approval but are not to exceed $30,000.00. TRA, Inc. is the sole source for licensing the software and providing the forms and envelopes. . The proposal, price guide and sole source letter is attached. Funding provided by the General Purpose Operating Budget.

We respectfully request School Board approval to purchase the annual license, maintenance and support for the TRA, Inc. student activity fund accounting software and to allow the schools to purchase compatible supplies from TRA, Inc.

SchoolFunds Online by TRA
POWERED BY KEV GROUP

# Hamilton County Public Schools

Stephen Perrin | 3074 Hickory Valley Road | Chattanooga, TN 37421

423-498-7020 | perrin_stephen@hcde.org


TRA, Inc.
5027 Wrightsville Avenue
Wilmington, NC 28403

Tiffany W. Apple
twarnell@trasoft.net

(800) 449-4872
(910) 799-2788 (fax)


| Quantity | Item | Description | Unit Price | Amount |
|---|---|---|---|---|
| 45 | SFOR | SchoolFunds Online Annual License, Maintenance & Support Fee | $424.32 | $19,095.00 |
| 1 | SFOAR | SchoolFunds Online Administrator Annual License, Maintenance & Support Fee | $998.40 | $999.00 |
| | | | | |
| 28 | SFOR | SchoolFunds Online Annual HALF Licenses, Maintenance & Support Fee | $212.16 | $5,941.00 |
| | | | | |
| | | | | |
| | | | **Total Annual Cost** | **$26,035.00** |

TRA School Software Solutions

**Notes:**

TRA will maintain the SchoolFunds Online Software and your district's database. Pricing assumes server hosting functions will be outsourced by TRA and performed by a Tier IV facility, SoftLayer, which provides hosting of web-servers in a secure data center designed to offer the best security and redundancy available. Because of the outsourcing, TRA assumes no liability for any consequences caused by the hosting service provider. $120.00 per hour will be charged for any additional custom work requested.

The above fees are based on the purchase of SchoolFunds Forms (laser checks) through TRA's Forms Division. Our forms are seamlessly matched for printing checks, receipts, and deposit tickets through SFO. TRA now offers two Sponsor Portal Versions (SP and SPPO). Pricing is on a per school basis. If interested in more information or the addition of Sponsor Portal, please contact Nicole Gaylord at ngaylord@trasoft.net.

**Terms of Proposal:**

The software and service offerings included in this proposal are valid for 90 days beyond the proposal date below. The software proposed is the standard release; any modifications required to meet the implicit or explicit needs of Hamilton County Public Schools may be performed on a time and materials basis, and in a mutually agreeable timeframe.

Proposal Presented By *Tiffany W. Apple* Sales Assistant | TRA, Inc.

Date: 5/10/2019

SchoolFunds Online by TRA

## SchoolFunds Forms & Products Price Guide

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ***Checks*** | | | | | | | |
| **LC999 Secure Standard Laser Checks** | Qty | **250** | **500** | **1000** | **2000** | **3000** | **4000** |
| **Choice of color & optional logo** | $ | 99.50 | 133.50 | 178.50 | 268.50 | 325.50 | 397.50 |
| | | | | | | | |
| **HC100 Hologram Secure Laser Checks** | Qty | **250** | **500** | **1000** | **2000** | **3000** | **4000** |
| **Choice of color & optional logo** | $ | 115.50 | 164.50 | 264.50 | 399.50 | Call for pricing | |
| | | | | | | | |
| ***Receipts*** | | | | | | | |
| **LR555 Laser Receipts** | Qty | **500** | **1000** | **2000** | **3000** | **4000** | **5000** |
| **Choice of color & optional logo** | $ | 135.00 | 175.50 | 225.00 | 270.00 | 316.00 | 361.50 |
| | | | | | | | |
| ***Deposits*** | | | | | | | |
| **DT333 3 Part Laser Automated Deposit** | Qty | **250** | **500** | **1000** | **2000** | **3000** | **4000** |
| **Automated in SFO** | $ | 69.50 | 99.50 | 148.50 | Call for pricing | | |
| | | | | | | | |
| **DT111 2 Part Laser Manual Deposit** | Qty | **250** | **500** | **1000** | **2000** | **3000** | **4000** |
| **Manual Entry with office copy** | $ | 69.50 | 99.50 | 148.50 | Call for pricing | | |
| | | | | | | | |
| **DT100 Booked Deposit Slips** | Qty | **200** | **400** | **800** | | | |
| **2 part carbonless (set of 50 per book)** | $ | 59.50 | 95.20 | 139.50 | | | |
| | | | | | | | |
| ***Endorsement stamp*** | | | | | | | |
| **ES101 Endorsement Stamp** | Qty | **Each** | | | | | |
| | $ | 21.99 | | | | | |
| | | | | | | | |
| ***Envelopes*** | | | | | | | |
| **ENV888 Double Window Self Seal** | Qty | **500** | **1000** | **2000** | **3000** | **4000** | **5000** |
| | $ | 50.50 | 74.50 | 120.00 | 165.50 | 210.00 | 260.00 |
| | | | | | | | |
| **ENV100 #10 Envelope Self Seal** | Qty | **500** | **1000** | **2000** | | | |
| **Optional logo & ink color** | | 99.50 | 165.50 | 275.00 | | | |
| **(Black, Blue, Green, Red)** | | | | | | | |

*Please call for larger quantities not listed or if you have questions 800-553-9220*

*Estimate 10% for shipping cost with $12.00 minimum*

TRA
School Software Solutions

MAY 14, 2019

HAMILTON COUNTY DEPARTMENT OF EDUCATION

3074 HICKORY VALLEY ROAD

CHATTANOOGA, TN 37421

TO HAMILTON COUNTY DEPARTMENT OF EDUCATION,

TRA, INC. IS THE SOLE SOURCE FOR LICENSING, MAINTAINING, AND SERVICING SCHOOLFUNDS ONLINE. TRA, INC. IS ALSO THE SOLE SOURCE FOR FORMS (CHECKS, RECEIPTS, DEPOSIT SLIPS, ETC.) FOR SCHOOLFUNDS ONLINE.

REGARDS,

Sarah Huettl

SARAH HUETTL, GENERAL MANAGER

SF SchoolFunds Online by TRA
POWERED BY KEVGROUP

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421

**MEMORANDUM**

**TO:** Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**FROM:** Dr. Justin Robertson, Chief Schools Officer
Dr. Marsha Drake, Chief of Equity
Dr. Julie Legg, Director of ESOL and $RTI^2$

**DATE:** June 20, 2019

**RE:** **Purchase of K-8 Benchmark Progress Monitoring and Assessment**

According to the Tennessee Department of Education, one of the required elements of the $RTI^2$ Framework is that the LEA "must administer a Universal Screener" in grades K-8 ($RTI^2$ Manual, 2013, pg. 12). The $RTI^2$ Implementation Guide (2013) further details that the Universal Screener assessment tool must be skills-based, and provide national norms (pg. 12).

We recommend the purchase of **Houghton Mifflin Harcourt's easyCBM,** one of two state approved vendors for this initiative, for the 2019-2020 school year. This product provides a complete menu of assessments, meeting the needs of Mathematics, Reading, & Language screeners and progress monitoring for grades K-8. With your approval, this purchase will be funded out of the general purpose budget for $127,750.00 per year.

We hope that you will give your serious consideration and support of this required assessment tool.

Riverside Insights

**Proposal**

Prepared For

# Hamilton Co School District

**3074 Hickory Valley Rd**
**Chattanooga TN 37421**

For the Purchase of:

# EASYCBM

Thank you for your business!

**Prepared By**
**Anna Grehan**
**anna.grehan@hmhco.com**

***Coupon Code: RPCGRR84DB***

**PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.**



©Riverside Assessments, LLC d/b/a Riverside Insights™ is the new name of Houghton Mifflin Harcourt's former clinical and standardized assessment business, which was divested from HMH in October 2018 and is now independent

**Proposal Date: 5/29/2019** **Proposal for** **Expiration Date:7/31/2019**

# Hamilton Co School District

# EASYCBM

| ISBN | Title | List Price | Discount % | Sale Price | Quantity | Purchase Amount |
|---|---|---|---|---|---|---|
| **Student Licenses** | | | | | | |
| **Materials and Services** | | | | | | |
| 1493822 | easyCBM 1 Year Renewal | $5.10 | | $3.50 | 36,500 | $127,750.00 |
| *Licenses run from 7/1/19-6/30/2020* | | | | | | |
| ***Total for Materials and Services*** | | | | **$127,750.00** | | |
| **Total for Student Licenses** | | | | **$127,750.00** | | |

***Proposal Summary***

| | | |
|---|---|---|
| ***Total Discounts:*** | | **$58,400.00** |
| ***Subtotal Purchase Amount:*** | **$127,750.00** | |
| ***Shipping & Handling (10.00%):*** | **$0.00** | |
| ***Total Cost of Proposal (PO Amount):*** | **$127,750.00** | |

Cost Proposal INTRPC Charge

Riverside Insights

Coupon Code: RPCGRR84DB

Attention:
Julie Legg
legg_julie@hcde.org

**Riverside Assessments, LLC Confidential and Proprietary**

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
FAX: 630-467-7192
AssessmentsOrders@hmhco.com



**Please submit this form with your purchase order.**

©Riverside Assessments, LLC d/b/a Riverside Insights™ is the new name of Houghton Mifflin Harcourt's former clinical and standardized assessment business, which was divested from HMH in October 2018 and is now independent

**Proposal Date: 5/29/2019** **Proposal for** **Expiration Date:7/31/2019**

# Hamilton Co School District

# EASYCBM

| ISBN | Title | List Price | Discount % | Sale Price | Quantity | Purchase Amount |
|---|---|---|---|---|---|---|

**Total Cost of Proposal (PO Amount): $ 127,750.00**

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

**Ship to:**
Hamilton County School District
3074 Hickory Valley Rd
Chattanooga TN 37421-1273

**Sold to:**
Hamilton County School District
3074 Hickory Valley Rd
Chattanooga TN 37421-1273

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our standard shipping terms are FOB Shipping Point. The shipping term for your proposal is FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights terms of service shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC, c/o Houghton Mifflin Harcourt. (HMH is currently acting as agent for the collection of payment on behalf of Riverside Insights)

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.
For greater detail, the complete Terms of Purchase may be reviewed here: http://www.riversideinsights.com

**Date of Proposal: 5/29/2019** **Proposal Expiration Date:7/31/2019**

Cost Proposal INTRPC Charge

Riverside Insights

Coupon Code: RPCGRR84DB

Attention:
Julie Legg
legg_julie@hcde.org

**Riverside Assessments, LLC Confidential and Proprietary**

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
FAX: 630-467-7192
AssessmentsOrders@hmhco.com



©Riverside Assessments, LLC d/b/a Riverside Insights™ is the new name of Houghton Mifflin Harcourt's former clinical and standardized assessment business, which was divested from HMH in October 2018 and is now independent

# Hamilton Co School District

# EASYCBM

| ISBN | Title | List Price | Discount % | Sale Price | Quantity | Purchase Amount |
|---|---|---|---|---|---|---|

## EASYCBM SUBSCRIBER AGREEMENT

### Terms and Conditions of Use

EASYCBM service (the "Service") is a web-based benchmark and progress monitoring reporting service that permits school districts and agencies to enter student EASYCBM data and administrative data (collectively "Data") and generate automated reports. EASYCBM was developed by the Behavioral Research and Teaching center ("BRT") at the University of Oregon. Riverside Assessments, LLC is the exclusive distributor of the EASYCBM service. Upon completion of the attached Order Form, and payment to Riverside Assessments, You, as a Subscriber, hereby agree to be legally bound by the terms and conditions of this Agreement.

1. Definitions. As used in this Subscriber Agreement, the following terms shall have the meanings set forth below:

- "Agreement" means this Subscriber Agreement and the Order Form.
- "Order Form" means the order form attached to this Agreement that includes pricing and subscription information regarding Subscriber's purchase of the Service and associated training.
- "Subscriber" means the Riverside Assessments authorized purchaser of the Service who has agreed to be bound to the terms and conditions of this Agreement by signing the order form in the required field.
- "Users" means individual humans who are authorized by Subscriber to use the Service.

2. Upon payment and execution of this Agreement, Riverside Assessments grants to Subscriber, a limited, non-exclusive, revocable license to permit Users access to the Service pursuant to the terms and conditions hereunder, and the non-exclusive, non-transferable, right to do the following for non-commercial education and research purposes only: a. access the EASYCBM System; b. enter Data into the EASYCBM System; and c. generate reports using the EASYCBM System. Subscriber shall not use the EASYCBM System for any other purpose and Subscriber must contact Riverside Assessments to request permission to use the EASYCBM System in any other manner.

3. Subscriber will provide, or shall require its Users to provide, or have access to the Service through Internet connection (from the classroom, home, or wherever there is a suitable Internet connection).

4. Subscriber will designate an administrator/local site facilitator on the order form to serve as the primary contact person regarding the use of the Service (the "Administrator"). This Administrator will:

- Disseminate information to Users regarding access to and use of the Service;
- Provide subscription information, if applicable (for example, where Users are located or assigned) to Riverside Assessments; and
- Provide required account information to the Riverside Assessments Account Manager and/or Riverside Assessments Customer Support.

5. Subscriber will have an EASYCBM account established with Riverside Assessments, whereby Users, each identified by a required unique user name and password are able to log in to the Service, either through Subscriber's facilities or other sites where the Internet can be accessed. In addition, Subscriber hereby grants HMH and its duly authorized licensees permission, to the extent that it may be required, to use the district, school or institution name in marketing and promotional materials.

6. Notwithstanding anything to the contrary in this Agreement, student records and student information shall not be considered public data and shall not be disclosed to any third party without the prior written consent of Customer; provided, however, that Riverside Assessments and the University of Oregon, including its research partners, may use such information to improve EASYCBM and for educational research purposes in a manner that does not disclose personally identifiable information and such that individual students, teachers, schools or districts may not be identified or derived.

7. Riverside Assessments will maintain and provide Subscriber with access to scoring and reporting data for the Subscriber's current contract period [typically twelve (12) months] unless limited by special promotions and limited account access based on special pricing. It is the Subscriber's responsibility, if they wish, to preserve any scoring and reporting data for their users from previous contract periods or for archive purposes in a timely manner.

8. Riverside Assessments will provide a user manual and associated guides, in electronic format available from the EASYCBM service after login, containing information on EASYCBM functionality.

9. Riverside Assessments will monitor the number of students using the system by Subscriber's Users, or number of user registrations during the subscription period, and notify the Subscriber near the end of the Agreement term of any additional Service Fees that exceed the number originally purchased by the Subscriber. In the event of an overage, a follow-up invoice will be sent to the Subscriber to reconcile with the number of students actually comprising the Subscriber's account. This invoice will be sent whether a purchase order has been received from the Subscriber or not, and whether the amount of the purchase order that is submitted by the Subscriber is correct or not. All Service Fee payments shall be due and payable, within thirty (30) days of Subscriber's receipt of the invoice from Riverside Assessments. Any payments provided by Subscriber to Riverside Assessments shall be irrevocable and shall be made in U.S. dollars. Subscriber is solely responsible for ensuring that such payments are made to Riverside Assessments in accordance with this Section 3(b).

10. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties; and no party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

11. Subscriber shall be solely responsible for whom it permits to be Users of the Service. Subscriber further agrees that it shall be solely responsible and liable for all Users of the Service and for any information or materials submitted to the Service via Subscriber's EASYCBM account and/or resulting from any use of a User name, User password, or any other User information associated with the Service. Subscriber understands and agrees that the Service may not be used for any other purpose, or be provided to any other party, than as described herein (including the Order Form).

12. Except as expressly permitted by this Agreement, Subscriber may not resell, LICENSE, ASSIGN or otherwise transfer this Agreement OR ITS RIGHTS OR OBLIGATIONS HEREUNDER to any PERSON OR ENTITY. Subscriber shall indemnify and hold Riverside Assessments and BRT harmless from any and all claims arising out of the use of the Service or use of the scoring or reporting to determine placement of, or grades for, students.

13. Subscriber agrees that the privacy of User information, and score data is the sole responsibility of Subscriber and its Users. User names, user identification, passwords, and scoring and reporting data are maintained by Riverside Assessments on a secure server. Riverside Assessments does not share User or Subscriber information with anyone and: (a) with respect to the User or others the User may specify, the particular User's own

Cost Proposal INTRPC Charge

Attention:
Julie Legg
legg_julie@hcde.org

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
FAX: 630-467-7192
AssessmentsOrders@hmhco.com

Riverside Insights

Coupon Code: RPCGRR84DB

**Riverside Assessments, LLC Confidential and Proprietary**



©Riverside Assessments, LLC d/b/a Riverside Insights™ is the new name of Houghton Mifflin Harcourt's former clinical and standardized assessment business, which was divested from HMH in October 2018 and is now independent

# Hamilton Co School District

# EASYCBM

| ISBN | Title | List Price | Discount % | Sale Price | Quantity | Purchase Amount |
|---|---|---|---|---|---|---|

information only; and (b) with respect to Subscriber, Subscriber's own information and the information regarding its Users. The Subscriber acknowledges that prior to using the EASYCBM service, said Subscriber is obligated to obtain any written parental consent that may be required in accordance with Federal or state laws or school district policies, to enable Subscriber to enter data into the EASYCBM system and to permit use of the Data in accordance with the terms and conditions of this Agreement.

14. Riverside Assessments and BRT shall retain ownership of and proprietary rights, including but not limited to patent, copyright, trademark and trade secret in the EASYCBM online assessment system, including the benchmark and progress monitoring assessments, scoring guides, manuals, resources, as well as any other Riverside Assessments and/or BRT materials, software programs, and associated techniques, concepts, and methodologies that may be used to provide services under this Agreement.

One Pierce Place, Suite 900W Itasca, IL 60143
P 800.323.9540
F 630.467.7192

Prices quoted are subject to change without notice. All orders will be filled at prices in effect upon receipt of your order. To obtain the most up-to-date pricing please call Riverside Assessments, LLC at 800.323.9540 or visit us online at hmhco.com.

easyCBM® is a trademark of the University of Oregon provided under license to Riverside Assessments, LLC
All rights reserved. Printed in the U.S.A. 12/13/17

## Payment Information

Please enclose a check, money order, or valid purchase order with all orders.

☐ Purchase Order enclosed. Number_____

☐ Check enclosed. Number_____

☐ Money Order enclosed.

IMPORTANT NOTE FOR CREDIT CARD USERS: For your security, we can only accept credit card orders through our secure website, hmhco.com/HMHAssessment, or by phone at 800.323.9540. Customers wishing to remit payment by credit card will be contacted by HMH Customer Experience Support—Assessments once their order has been processed.

## REQUIRED INFORMATION (YOUR ORDER WILL NOT BE PROCESSED WITHOUT THIS INFORMATION.)

**Test Administrator: (Please list the contact who will be the easyCBM Account Holder.) Note: This person is the primary test and IT contact, assigns roles, and gives permissions.**

Name _____

Position _____

Phone: (_____) _____

Email address _____

**Data Administrator: (if different from Test Administrator) Note: This person will be responsible for school system rostering files.**

Name _____

Position _____

Phone: (_____) _____

Email address _____

By signing this form, I am agreeing to all terms and conditions of the easyCBM Subscriber Agreement.

Customer Signature _____

Print Customer Name _____

Date _____

Cost Proposal INTRPC Charge

Riverside Insights

Coupon Code: RPCGRR84DB

Attention:
Julie Legg
legg_julie@hcde.org

**Riverside Assessments, LLC Confidential and Proprietary**

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
FAX: 630-467-7192
AssessmentsOrders@hmhco.com



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# Hamilton Co School District

# EASYCBM

***Please note: The Riverside assessment portfolio was recently sold by HMH. Riverside Assessments, LLC is now a standalone entity.***

Cost Proposal INTRPC Charge

Riverside Insights

Coupon Code: RPCGRR84DB

Attention:
Julie Legg
legg_julie@hcde.org

**Riverside Assessments, LLC Confidential and Proprietary**

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
FAX: 630-467-7192
AssessmentsOrders@hmhco.com



**Please submit this form with your purchase order.**

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# Hamilton County Department of Education

**3074 Hickory Valley Road**
**Chattanooga, Tennessee 37421**
**Phone 423/498-7072 Fax 423/498-6689**

MEMORANDUM

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Shannon Moody, Director of Accountability and Research

Date: June 20, 2019

Re: IBM SPSS Software & Support Renewal July 1, 2019 – June 30, 2020

The Office of Accountability and Testing requests the Board of Education's approval for the renewal of our IBM SPSS Software Maintenance Subscription & Support contracts for $39,041.82. These products are used to provide information to multiple Hamilton County departments and affiliates as well as give insight to the teachers regarding their students.

We request approval in the amount not to exceed $39,041.82 to be budgeted from our General Purpose Fund.

# International Business Machines Corporation

*International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600*

Quotation Number: 18326037
IBM Contact: Michael R. McKissack
Phone Number: 1-972-906-3358

02-Apr-2019

SAP Customer Number: 3253598
IBM Customer Number: 4061273

Quote Effective Date: 02-Apr-2019
Quote Expiration Date: 30-Jun-2019

Customer:
Attn: Shannon Moody
Hamilton County Board of Education
3074 Hickory Valley Rd
Acct and Test Dept HCDE Central Off
CHATTANOOGA TN 37421-1265
UNITED STATES

Payer: 3253598
Hamilton County Board of Education
3074 Hickory Valley Rd
Acct and Test Dept HCDE Central Off
CHATTANOOGA TN 37421-1265
UNITED STATES

| Item | Part Number | Quantity | | Unit Price | Extended Amount |
|---|---|---|---|---|---|
| **IBM SPSS Modeler Premium Campus Edition Academic Authorized User Annual SW Subscription & Support Renewal** | | | | | |
| 001 | E0A47LL | 1 | | 4,170.00 | 4,170.00 |
| 01-Jul-2019 - 30-Jun-2020 | | | | | |
| **IBM SPSS Amos Campus Edition Academic Authorized User Annual SW Subscription & Support Renewal** | | | | | |
| 002 | E0A4ULL | 2 | | 156.00 | 312.00 |
| 01-Jul-2019 - 30-Jun-2020 | | | | | |
| **IBM SPSS Advanced Statistics Academic Authorized User Annual SW Subscription & Support Renewal** | | | | | |
| 003 | E0A7GLL | 4 | | 130.00 | 520.00 |
| 01-Jul-2019 - 30-Jun-2020 | | | | | |
| **IBM SPSS Statistics Base Academic Authorized User Annual SW Subscription & Support Renewal** | | | | | |
| 004 | E0A78LL | 4 | | 234.00 | 936.00 |
| 01-Jul-2019 - 30-Jun-2020 | | | | | |
| **IBM SPSS Categories Academic Authorized User Annual SW Subscription & Support Renewal** | | | | | |
| 005 | E0A7ULL | 4 | | 130.00 | 520.00 |
| 01-Jul-2019 - 30-Jun-2020 | | | | | |
| **IBM SPSS Conjoint Academic Authorized User Annual SW Subscription & Support Renewal** | | | | | |
| 006 | E0A62LL | 4 | | 130.00 | 520.00 |
| 01-Jul-2019 - 30-Jun-2020 | | | | | |

Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.

# International Business Machines Corporation

*International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600*

| Item | Part Number | Quantity | | Unit Price | Extended Amount |
|---|---|---|---|---|---|
| **IBM SPSS Custom Tables Academic Authorized User Annual SW Subscription & Support Renewal** | | | | | |
| 007 | E0A5VLL | 4 | | 130.00 | 520.00 |
| 01-Jul-2019 - 30-Jun-2020 | | | | | |
| **IBM SPSS Forecasting Academic Authorized User Annual SW Subscription & Support Renewal** | | | | | |
| 008 | E0A6NLL | 4 | | 130.00 | 520.00 |
| 01-Jul-2019 - 30-Jun-2020 | | | | | |
| **IBM SPSS Missing Values Academic Authorized User Annual SW Subscription & Support Renewal** | | | | | |
| 009 | E0A6ULL | 4 | | 130.00 | 520.00 |
| 01-Jul-2019 - 30-Jun-2020 | | | | | |
| **IBM SPSS Regression Academic Authorized User Annual SW Subscription & Support Renewal** | | | | | |
| 010 | E0A57LL | 4 | | 130.00 | 520.00 |
| 01-Jul-2019 - 30-Jun-2020 | | | | | |
| **IBM SPSS Text Analytics for Surveys Academic Authorized User Annual SW Subscription & Support Renewal** | | | | | |
| 011 | E0A4XLL | 2 | | 561.00 | 1,122.00 |
| 01-Jul-2019 - 30-Jun-2020 | | | | | |
| | | | Applicable tax will be recalculated at the time of order processing. | | |
| | | | | **Subtotal in USD:** | **10,180.00** |
| | | | | **Total in USD:** | **10,180.00** |

**Original**

## Quotation Terms and Conditions

01. The prices listed above are based on the Program(s) being licensed under the terms of the IBM International Program License Agreement ("IPLA") and the License Information ("LI") that can be viewed at http://www-306.ibm.com/software/sla/sladb.nsf/ and are included with the shipment of the Program, or for electronic delivery included with the product download instructions. Software Subscription and Support (Software Maintenance) is governed by the IBM International Agreement for the Acquisition of Software Subscription and Support ("IAASSS"), which is available upon request. This quotation is expressly conditional on acceptance of such terms. No additional terms will apply without IBM's prior, express written consent.

02. More detailed information about Support can be found in the IBM Software Support Guide, located at http://www-304.ibm.com/support/customercare/sas/f/handbook/home.html.

03. Price quoted does not include any VAT/GST/sales tax. Applicable sales tax/VAT/GST will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.*

04. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order or sign this quotation form to confirm your acceptance of these terms.**

05. Prices set forth in this Quote are valid only through the "Quote Expires" date above. Any discounts offered herein are subject to change if item(s) or quantity ordered do not match those listed in this Quote.

06. Net Payment of the Total Fees is due upon receipt of invoice from IBM. ***

07. Shipping is FOB Origin.

08. You acknowledge and agree that this transaction is to be conducted in the language of this quote, and agree that the terms of the agreement (including this form and the IPLA, LI and IAASSS) as written are valid and enforceable. ***

09. IBM shall have the right to verify your compliance with the license terms on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold. If you are a Business Partner you will procure that IBM has the right to verify the End User's compliance with the license terms in accordance with this paragraph.

10. Unless otherwise agreed, IBM may make partial shipment of Programs making up one order.

11. The Attachment for Purchase of IBM Appliances and Appliance Services ("Attachment") govern the purchase, warranty, maintenance and services terms for IBM Appliances obtained from IBM or an authorized reseller available at the following URL: www.ibm.com/appliance/attachment

12. This quotation is conditional on satisfactory credit checks being performed and a sufficient credit limit being in place at the time of placing the purchase order ("PO"). In the absence of this, IBM reserves the right to reject the PO, to require up-front payment or require that a satisfactory payment guarantee be put in place prior to processing the PO.

13. Data Processing Protection - IBM's Data Processing Addendum (DPA) at http://ibm.com/dpa and the DPA Exhibit at https://www.ibm.com/mysupport/s/article/support-privacy applies and supplements the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) applies to Client Personal Data, as described in the DPA.

14. This Quote, and the documents referenced herein, including but not limited to the IPLA, LI and IAASSS in Item 1 above and the Attachment, constitute the entire agreement between the parties (and where relevant the End User) in connection with the subject matter includes, and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto.

* For Customers in Brunei, Indonesia, Philippines, Vietnam, Malaysia, Thailand, Hong Kong, Taiwan, or Macau Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax or other local tax. Applicable sales or local tax/VAT/GST will be added upon invoicing. Should you be required under any law or regulation of any government entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made. The End User is responsible for any personal property taxes for the Programs, and/or Software Maintenance from the delivery date.

* For Customers in Europe, Middle East or Africa Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then you agree to pay the amount specified on the invoice or supply exemption documentation. The end user of the Programs ("End User") is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

* For Customers in Australia Item 3 is replaced as follows:

3. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date. If the rate of GST or other indirect taxes changes, IBM may adjust the charge or other payable to take into account that change from the date the change becomes effective.

* For Customers in Japan Item 3 is replaced as follows:

3. Price quoted does not include any consumption tax. Applicable consumption tax will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

** For Customers in Europe, Middle East or Africa Item 4 is replaced as follows:

4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order to confirm your acceptance of these terms.

*** For Business Partner Item 6 is replaced as follows:

6. Net payment due upon receipt or per your Partner Agreement

*** For Business Partner Item 8 add the following:

Added to 8. Prior to providing any Program(s) to the End user, you will ensure that the terms of each end-user license agreement satisfies the requirements of your Partner Agreement.

---

**For customers in the following countries, please sign below for your acceptance of this quote and return with your order.**

Afghanistan, Albania, Algeria, Andorra, Angola, Bahrain, Belgium, Benin, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Caper Verde, Central African

republic, Chad, The Democratic Republic of Congo, Cote D'Ivoire, Czech Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, France, French Guiana, French Polynesia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Iran, Iraq, Italy, Japan, Jordan, Kenya, Kuwait, Lesotho, Liberia, Libya, Macedonia, Malawi, Mali, Malta, Mauritania, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Oman, Pakistan, Palestinian Territory, Poland, Qatar, Rwanda, San Marino, Sudan, Swaziland, Syria, United Republic of Tanzania, Togo, Tunisia, Turkey, Uganda, United Arab Emirates, Western Sahara, Yemen, Zambia, and Zimbabwe.

**For customers in the following countries, please sign below for your acceptance of this quote and return with your order. An IBM delegate will need to countersign.**

Argentina, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Costa Rica, Croatia, Cuba, Dominican Republic, Ecuador, El Salvador, Guam Guatemala, Haiti, Honduras, Hungary, Luxembourg, Marshall Islands, Mexico, Federated States of Micronesia, Nicaragua, Northern Mariana Islands, Palau, Panama, Paraguay, Peru, Puerto Rico, Romania, Serbia and Montenegro, Turkmenistan, Uruguay, and Venezuela.

**Agreed to:**
**'Customer'**

**By**_____
**Authorized Signature**

**Name (type or print):**

**Date:**

**Agreed to:**
**Local International Business Machines Delegate**

**By**_____
**Authorized Signature**

**Name (type or print):**

**Date:**

# International Business Machines Corporation

*International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600*

To: Order Management

I have full authority to commit funding of 10,180.00 USD for payment under Quote Number 18326037, dated 02-April-2019 plus any additional on-demand, overage, and partial month charges associated with contracted Software as a Service on this quote on behalf of Hamilton County Board of Education.

**Bill to:**

Hamilton County Board of Education
Acct and Test Dept HCDE Central Off
3074 Hickory Valley Rd
CHATTANOOGA TN 37421-1265
UNITED STATES

**Contact Name:** Shannon Moody

**Contact Email:** Moody_S@HCDE.org

**Contact Phone:** 423-498-7072

**Ship to:**

Hamilton County Board of Education
Acct and Test Dept HCDE Central Off
3074 Hickory Valley Rd
CHATTANOOGA TN 37421-1265
UNITED STATES

**Contact Name:** Shannon Moody

**Contact Email:** Moody_S@HCDE.org

**Contact Phone:** 423-498-7072

**Quote Contact:**

**Contact Name:** Shannon Moody

**Contact Email:** Moody_S@HCDE.org

**Contact Phone:** 423-498-7072

*By:* _____ *Authorized Signature*

*Name(type or print):* _____

*Title:* _____

*Date:* _____


**IBM Sales Rep** Michael R. McKissack
**Phone Number:** 1-972-906-3358
**Fax Number:** 0-000-000-0000
**E-mail Address:** mmckissa@us.ibm.com

# International Business Machines Corporation

*International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600*

## IBM Software Subscription and Support Renewal Quote Information Details

Note: If you will be placing your renewal order with an authorized Business Partner, please provide your partner with a copy of this Software Subscription and Support Renewal Quote to obtain final pricing and for fulfillment.

The prices quoted are only applicable if the total specified quantity of each and every designated part number is ordered. The prices are only effective up to the specified start date of the renewal part number.

Renewal Contact
Attn: Shannon Moody
HAMILTON COUNTY BOARD OF EDUCATION
3074 hickory valley road
CHATTANOOGA TN 37421-1265
UNITED STATES

Passport Advantage Contact
Attn: Shannon Moody
HAMILTON COUNTY BOARD OF EDUCATION
3074 hickory valley road
CHATTANOOGA TN 37421-1265
UNITED STATES

Technical Contact
Attn: Shannon Moody
HAMILTON COUNTY BOARD OF EDUCATION
3074 hickory valley road
CHATTANOOGA TN 37421-1265
UNITED STATES

| Passport Advantage Customer Information | | IBM Renewal Contact Information | |
|---|---|---|---|
| Quotation Number: | 27057216 | IBM Renewal Representative: | Kolby A. McWilliams |
| Passport Advantage Agreement Number: | 184398 | Phone Number: | |
| Passport Advantage Site Number: | 3320070 | eMail Address: | Kolby.McWilliams@ibm.com |
| IBM Customer Number: | 4061288 | | |
| Anniversary Date: | 01-Jul-2019 | | |
| Relationship SVP Level: | ED | | |
| Quotation SVP Level: | ED | | |

### Product Information

Unit SVP Price: Is the IBM Suggest Volume Price for 12 months of coverage.

Unit Price: Is the price established for a full renewal, completed prior to the quote expiration date. This price may be lower than the Unit SVP price and is only effective up to the specified start date of the renewal part number.

| Item No. | Part Number | Quantity | IBM Order Reference No. | Total Points | Coverage Starts | Coverage Ends | Months | Unit SVP Price | Unit Price | Extended Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| IBM Corporation 3320070 | | | | | | | | | | |
| IBM Connections Authorized User Annual SW Subscription & Support Renewal | | | | | | | | | | |
| 001 | E03VJLL | 2 | 61406348 | 0.26 | 01-Jul-2019 | 30-Jun-2020 | 12 | 11.76 | 11.76 | 23.52 |
| IBM Cognos Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal | | | | | | | | | | |
| 002 | E0K30LL | 2 | 61406348 | 31.20 | 01-Jul-2019 | 30-Jun-2020 | 12 | 1,400.00 | 1,400.00 | 2,800.00 |

**International Business Machines Corporation**
*International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600*

| Item No. | Part Number | Quantity | IBM Order Reference No. | Total Points | Coverage Starts | Coverage Ends | Months | Unit SVP Price | Unit Price | Extended Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal | | | | | | | | | | |
| 003 | E025OLL | 100 | 61406348 | 6.00 | 01-Jul-2019 | 30-Jun-2020 | 12 | 5.12 | 5.12 | 512.00 |
| IBM SPSS Collaboration and Deployment Services Processor Value Unit (PVU) Annual SW Subscription & Support Renewal | | | | | | | | | | |
| 004 | E09LLLL | 210 | 61406348 | 115.50 | 01-Jul-2019 | 30-Jun-2020 | 12 | 49.20 | 49.20 | 10,332.00 |
| IBM SPSS Collaboration and Deployment Services Deployment Manager Authorized User Annual SW Subscription & Support Renewal | | | | | | | | | | |
| 005 | E09NBLL | 1 | 61406348 | 7.29 | 01-Jul-2019 | 30-Jun-2020 | 12 | 656.00 | 656.00 | 656.00 |
| IBM SPSS Modeler Server Premium Processor Value Unit (PVU) Annual SW Subscription & Support Renewal | | | | | | | | | | |
| 006 | E09QZLL | 210 | 61406348 | 176.40 | 01-Jul-2019 | 30-Jun-2020 | 12 | 76.00 | 69.23 | 14,538.30 |
| Subtotal (USD) 3320070 | | | | 336.65 | | | | | | 28,861.82 |
| Total Points & SVP Amount (USD) | | | | 336.65 | | | | | | 28,861.82 |

Pricing not inclusive of applicable sales taxes.

**International Business Machines Corporation**
*International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600*

We recommend that you renew IBM Software Subscription and Support for all of the in service authorized use of all IBM programs installed at your site to ensure continued access to new software versions and releases and 24x7 technical support.

Please follow the steps below to renew your IBM Software Subscription and Support.

1. Review your IBM Software Subscription and Support renewal quote and IBM Software Subscription and Support Renewal Quote Information Details. If you have questions, please contact either an authorized IBM Business Partner or your IBM renewal representative referenced above.

2. Choose one of the following options to renew before your anniversary date:
   - Contact an authorized IBM Business Partner for final pricing and fulfillment
   - Kolby.McWilliams@ibm.com
   - Sign in to https://www.ibm.com/software/howtobuy/passportadvantage/paocustomer/eorder/eRenewal?rquotenum=0027057216 and renew.

3. If we do not hear from you or your Business Partner before 07/01/2019, we will renew your IBM Software Subscription and Support automatically to the next anniversary date under the terms of the current IBM International Passport Advantage Agreement (http://www-01.ibm.com/software/lotus/passportadvantage/agreementsandforms.html) unless, prior to the expiration date, IBM receives, either directly from Customer or through Customer's resellers, as applicable, Customer's written notification that Customer does NOT want to renew.

**Note:**
Your renewal order will be governed by and is subject to the terms of your IBM International Passport Advantage Agreement or the IBM International Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.

Data Processing Protection - IBM's Data Processing Addendum (DPA) at http://ibm.com/dpa and the DPA Exhibit at https://www.ibm.com/mysupport/s/article/support-privacy applies and supplements the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) applies to Client Personal Data, as described in the DPA.

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**3074 Hickory Valley Road**
**Chattanooga, TN 37421**

**MEMORANDUM**

**TO:** Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Dr. Nakia Towns Edwards, Chief of Staff
Preston Gonter, Director of Federal Programs

**DATE:** June 20 2019

**SUBJECT:** Vanderbilt University (Classroom Organizational Management Program, COMP teacher training manuals)

Please consider Board of Education approval of this request for job embedded professional development resources materials for $27,000.00 regrading Classroom Organizational Management Program (COMP).

COMP is a proactive program for managing classrooms that has demonstrated increases in student engagement and academic achievement. COMP gives teachers the tools to learn steps toward creating a well-organized classroom and approaches the process as teachers encounter them in their classrooms. COMP's goal for teachers is to help improve their overall instructional and behavioral management skills through planning, implementing, and maintaining effective and best practice classroom strategies. Such practices provide a framework for order and organization in classrooms and provide opportunities for students to begin to manage their own learning opportunities. Additional goals are to improve student task engagement, reduce inappropriate and disruptive student behavior, promote student responsibility for academic work and behavior, and improve student academic achievement.

This meets the vision and goals for Hamilton County Schools area learning communities, and Future Ready 2023. These professional development materials will provide schools targeted alignment for achievement and growth.

We are respectfully requesting approval to purchase these professional development materials. Funding for these purchases are provided through Federal Title IV Funds. This request is due to Hamilton County Schools conducting business with this vendor that collectively totals over $25,000.00.

Thank you for your consideration of our request.

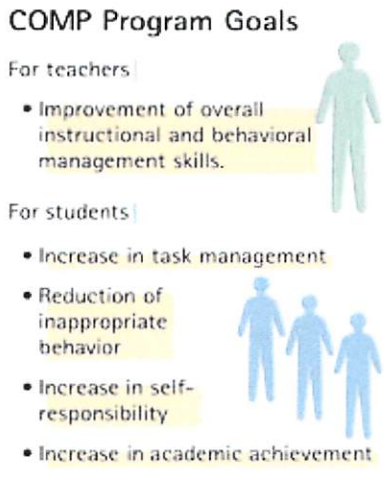
# GOALS AND PREMISES

**COMP is a proactive program for managing classrooms** that has demonstrated increases in student engagement and academic achievement.

Our program gives teachers the tools to learn steps toward creating a well-organized classroom and approaches the process as teachers encounter it in their classrooms:

- **• First, focusing on planning in a variety of key areas;**
- **• next, presenting strategies for implementing the plan;**
- **• then, establishing positive management policies; and**
- **• finally, learning methods for maintaining an effective learning environment throughout the year.**




**COMP's goal** for teachers is to help improve their overall instructional and behavioral management skills through planning, implementing, and maintaining effective classroom practices.

Such practices provide a framework for order and organization in classrooms and provide opportunities for students to begin to manage their own learning opportunities. Additional goals are to improve student task engagement, reduce inappropriate and disruptive student behavior, promote student responsibility for academic work and behavior, and improve student academic achievement.


- about
- Training of trainers
- leader locator
- my account
- contact

*Peabody College*
**VANDERBILT UNIVERSITY**
NASHVILLE, TENNESSEE 37203

*Classroom Organization and Management Program • Direct Phone (615) 322-8050*
*Fax (615) 343-6148*

2/7/2019

To whom it may concern:

We are the sole source for purchasing Classroom Organization and Management manuals and other materials. All materials are copyrighted and may not be reproduced in any form without direct permission from COMP.

Sincerely,

Carolyn M. Evertson

Dr. Carolyn Evertson, Ph.D.
COMP Program Director

**Hamilton County Department of Education**
**Operations Office**
**3074 Hickory Valley Rd**
**Chattanooga, TN 37421**
**(423) 498-6577**

# Memorandum

To: Hamilton County Board of Education
Bryan Johnson, Ed.D.
Superintendent

From: Dr. Marsha Drake Ed.D.
Chief Equity Officer
Dr. Julie Ann Legg, Ph.D.
Director ESOL & RTI$^2$ Programs

Date: June 20, 2019

Re: Ellevation, Inc.

Ellevation is a comprehensive digital platform specifically designed to support ELL program management. This web-based ESL program management tool is used by districts spanning 45+ states to achieve and maintain federal and state compliance and improve processes and procedures in their ESL programs. Implementation of this system will allow complete visibility into the ESOL programs data and processes giving stakeholders the information needed to make key programmatic decisions in a timely manner. In addition, this platform will allow for increased district oversight for ELs attending non ESOL sites.
The flexible, user-friendly design of Ellevation makes it as easy to use as it is powerful:
**Policy & Compliance:** Ellevation addresses the full range of reporting needs, saving educators significant time and improving compliance.
**Collaborate & Inform**: Classroom teachers can identify ELLs, monitor progress, and share feedback with their teams.
**Instruction & Strategies**: Teachers have access to resources and essential practices that help deliver effective instruction for ELLs in the classroom.

Therefore, we are requesting approval to expend $120,300.00 for the purchase of the *Ellevation* platform. The requested funds will be used to maintain data for up to 4,000 ELLs across the district and to provide access to this digital management tool for an unlimited number of teachers and administrators. The funding for this purchase will be allocated from the Title III budget.

We appreciate your thoughtful consideration.

ELLEVATION

Indispensable Tools for Today's ELL Professionals

Hamilton County Department of Education (TN)
3074 Hickory Valley Road
Chattanooga, TN 37341

06/05/2019

I am an authorized representative of Ellevation Inc. and I affirm that Ellevation Inc. is the sole source supplier, publisher and holder of all copyrights for all items related to the Ellevation subscription-based instructional management and training service. Ellevation is the most comprehensive software focused exclusively on English language learners and the educators who serve them.

Subscriptions and support services related to all Ellevation data management and training products are provided only by Ellevation Inc. and are not available through resellers.

We have done extensive market research and confirm there is/are no other like products or services available for purchase that would serve the same purpose or function for the above named product or service.

Please let us know if you have any questions.

Sincerely,

Edward Rice
President and Co-Founder
Ellevation Inc.

# Ellevation Subscription Agreement

This Subscription Agreement ("Agreement") is being entered into between Ellevation Inc., having an address at 38 Chauncy Street, Boston, Massachusetts 02111 ("Ellevation") and the Company Name identified as "Customer" below. Customer understands that this Agreement is governed by the Terms and Conditions attached hereto as **Exhibit A**, which are incorporated herein by reference. In the event of any conflict between this Agreement and **Exhibit A**, the terms of this Agreement shall control. This Agreement is effective as of the Subscription Start Date set forth below

| | | | |
|---|---|---|---|
| Company: | Ellevation Education | Customer: | Hamilton County Department of Education |
| Representative: | Ellie McGrath | Contact Name: | Julie Legg |
| Email: | elliem@ellevationeducation.com | Email: | legg_julie@hcde.org |
| Phone: | 617-307-5755 | Phone: | (423) 498-7131 |
| Address: | 38 Chauncy St, 9th Floor, Boston, MA 02111 | Address: | 3074 Hickory Valley Road, Chattanooga, TN 37421 |
| Start Date: | 7/1/2019 | End Date: | 6/30/2020 |

## Annual Subscription Fees

| Product | Quantity | Unit Price | Total Fees |
|---|---|---|---|
| Ellevation Unlimited Bundle | 3,800 | $13.00 | $49,400.00 |
| Strategies | 3,800 | $13.00 | $49,400.00 |
| | | Subscription Total: | $98,800.00 |

## Services Fees

| Product | Quantity | Unit Price | Discount | Total Fees |
|---|---|---|---|---|
| Getting Started with Ellevation | | | | |
| * Data & Implementation Services - New Business | 1 | $5,000.00 | | $5,000.00 |
| * In-Person Training | 3 | $3,000.00 | | $9,000.00 |
| Strategies - Building Foundations | 1 | $7,500.00 | | $7,500.00 |
| | | | Services Total: | $21,500.00 |

## Total Investment

| | |
|---|---|
| Grand Total: | $120,300.00 |

Invoicing Schedule: Payment Term: Net 30 Contract Term: 12

1 **Definitions.**

1.1 The **"Platform"** is Ellevation's proprietary, Internet-delivered SaaS platform of servers, software and related technology that is hosted, served or managed by Ellevation or Ellevation's third-party service provider, and furnished to Customer under this Agreement. The Platform provides for the ability for Customer to: (1) utilize Ellevation's proprietary data management system for English Language Learners or "ELLs"; (2) access reporting tools related to the productivity and performance of Customer's ELLs; and (3) utilize instructional content for Customer's ELLs.

1.2 **"Customer User"** shall mean any of Customer's authorized users of the Platform.

2 **Services.** Ellevation agrees to deliver the software and perform the services described in any Statement of Work ("SOW") which may be issued hereunder from time to time, and any such SOW are incorporated into this Agreement by reference (the "**Services**").

3 **Fees and Payment.** Customer will pay the Subscription Fees and any related fees, as applicable, as set forth in Customer's Subscription Agreement. All invoices are payable within thirty (30) calendar days following receipt by Customer. Past due amounts are subject a late payment charge, until paid, at the rate of One and a Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.

4 **Term and Renewal.** The term of this Agreement shall be for an initial term of twelve (12) months commencing on the Effective Date of this Agreement unless otherwise expressly stated in the Agreement ("the "Initial Subscription Term"). Following expiration of the Initial Subscription Term, Customer's subscription will automatically renew for successive twelve (12) month renewal terms (each a "**Renewal Term**") unless either party provides written notice of non-renewal at least thirty (30) calendar days prior to the expiration of the Initial Subscription Term or any subsequent Renewal Term. The Initial Subscription Term and Renewal Term(s) shall be collectively referred to herein as "Term." Ellevation may raise the Subscription Fees any time after the expiration of the Initial Subscription Term with such increases effective thirty (30) days following advance written notice to Customer.

5 **License Grant**

5.1 Customer Users Ellevation will provide user account(s) for the number of authorized Customer's Users.

5.2 Permitted Use During the Term of this Agreement, Ellevation hereby grants Customer a worldwide, non-exclusive, non-transferable right to access, use the features and functionality of the Platform solely for Customer's educational purposes, subject to the terms and conditions of this Agreement. All rights not granted in this Agreement are reserved by Ellevation.

5.3 Prohibited Use Customer will not (and will ensure that Customer Users do not): (a) use the Platform other than in compliance with this Agreement and applicable federal, state, and local laws; (b) "frame," distribute, resell, or permit access to the Platform by any unauthorized third party; (c) interfere with the Platform or disrupt any other user's access to the Platform; (d) attempt to gain unauthorized access to the Platform, or attempt to discover the underlying source code or structure of the Platform, or otherwise reverse engineer the Platform; (f) submit to the Platform any content or data that is: false, misleading, defamatory, threatening, or which could otherwise constitute hate speech; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of "spam"; (g) submit to the Platform any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Platform.

Customer must also ensure that: (a) it provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; and (d) that neither Customer nor any Customer User will impersonate another user of the Platform or provide false identity information to gain access to or use the Platform.

6 **Ownership and Rights**

6.1 Ownership of Customer Content. Customer retains all right, title and interest in: (i) any data, files, attachments, text, images, and other content that Customer or a Customer User uploads or submits to the Platform under this Agreement; and (ii) any reports produced by Customer in connection with use of the Platform (collectively, "Customer Content").

6.2 Limited Use of Customer Content by Ellevation. During the Term, Customer hereby grants Ellevation the right to use and transmit the Customer Content for purposes of: (a) making Customer Content available for viewing and downloading by Customer Users. During the Term and thereafter, Customer grants Ellevation the right to use the Customer Content solely on an aggregated, de-identified basis, to (i) improve its educational products for the purposes of adaptive and customized learning; (ii) demonstrate the effectiveness of its products (in terms of benchmarks, trends, statistics, and comparisons) for purposes of promotion, marketing, and sale of its products and services; and (iii) for the development and improvement of its educational sites, services, or applications.

6.3 Ownership of Platform. As between the parties, Ellevation retains all right, title and interest (including all intellectual property and proprietary rights therein) in and to the following but excluding any Customer Content: (a) the Platform

and the technology and software used to provide it; (b) all electronic and print documentation and other content made available or collected through the Platform; and (c) all data or information contained in or derived from the Platform (collectively, "Ellevation Data"). Subsections (a), (b) and (c) are defined as the "Ellevation IP". Except as expressly set forth in this Agreement, Ellevation shall have the right to use or disclose the Ellevation IP including the Ellevation Data at its sole discretion. In addition, except for Customer's rights to access and use the Platform set forth in this Agreement, nothing in this Agreement licenses or conveys any right to the Ellevation IP to anyone, including Customer

6.4 Feedback. Ellevation will have a perpetual right but not the obligation to use and incorporate into the Platform any feedback or suggestions for enhancement that Customer provides to Ellevation concerning the Platform ("Feedback"), without any obligation of compensation. Customer hereby acknowledges that Feedback shall be considered Ellevation IP.

7 **Confidentiality and Data Security.**

7.1 Confidentiality. As used herein, the "Confidential Information" of a party (the "Disclosing Party") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other party ("Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, Confidential Information includes but is not limited to, the terms and conditions of this Agreement; pricing for the Platform; and information about Ellevation's tools and features. Except as expressly permitted in this Agreement, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this Agreement (including, in the case of Ellevation, to provide the Platform). Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (x) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (y) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (z) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party. For the sake of clarity Confidential Information does not include information independently acquired by the newsroom of or the editorial staff of Ellevation or any of its related companies. The Receiving Party will return or destroy all Confidential Information upon the Disclosing Party's request after the termination or expiration of this Agreement and (if requested by the Disclosing Party) certify such return or destruction in writing.

7.2 Confidentiality of Student Records. Customer appoints Ellevation a "school official" as that term is used in the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq., and determines that Ellevation has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement. Ellevation agrees to be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its collection, use and handling of personally identifiable student data. Ellevation will use personally identifiable student data only to fulfill the Services in performance of this Agreement, and as permitted pursuant to Section 6.2 of this Agreement, will only share personally identifiable student data with its third-party vendors as necessary to fulfill the Services in performance of this Agreement.

7.3 Data Security. Ellevation deploys commercially reasonable security precautions intended to protect against unauthorized access to Customer data, including Personal Information, stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees. *Personal Information* shall mean an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal Information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

7.4 Notification of Breach. Both parties agree to promptly notify the other party of any breach, or attempted breach, of security that such party knows of, or reasonably believes to know of, that may affect Customer Content on the Platform.

7.5 Legal Requests for Data. If Ellevation receives a court order or subpoena for Customer Content, Ellevation agrees to provide the Customer with a copy of such court order or subpoena within two (2) business days of its receipt of it and shall notify the Customer of the content of any testimony or information to be provided and provide the Company with copies of all documents to be produced.

8 **Representation and Warranties; Disclaimers**

8.1 Ellevation Representations and Warranties. Ellevation warrants that:

(a) it has the necessary authority to enter into this Agreement;

(b) it owns or has the right to use all intellectual property required by the Platform, including but not limited to any necessary trademark, copyright or patent rights;

(c) it will provide the Platform and related services in a professional and workmanlike manner and in accordance with the specifications set forth in any Statement of Work issued hereunder;

(d) it will comply with all applicable laws that apply to the Platform, including applicable laws regarding access to government records in the state where Customer is located; and

8.2 Customer Representations and Warranties. Customer hereby represents and warrants that: (a) it has the necessary authority to enter into this Agreement; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the Platform and to grant Ellevation the rights to use Customer Content set forth in Section 6.2; (c) any materials uploaded to the Platform does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws that apply to its performance under this Agreement.

8.3 Disclaimer. Customer acknowledges that, as an internet-delivered software application, the Platform may experience periods of downtime, including but not limited to due to scheduled maintenance, and third-party service outages. Accordingly, ELLEVATION DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, INCLUDING ITS DOCUMENTATION, THE PLATFORM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE PLATFORM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY

9 **Drug Free Workplace.** Ellevation provides a drug-free workplace for its employees, including; (i) posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Ellevation's workplace and disciplinary action may be taken for violations of such prohibition; (ii) stating in all job solicitations or advertisements for employees placed by or on behalf of Ellevation that it maintains a drug-free workplace; and (iii) going forward, it shall include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section 8.1(f), "drug-free workplace" means a site for the performance of work done in connection with this contract where the employees of Instructure are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10 **Insurance.** Ellevation shall provide professional liability insurance with amounts of no less than $1,000,000.00 per incident and $2,000,000.00 per aggregate.

Upon written request, Ellevation shall file with the District a Certificate of Insurance. The Certificate of Insurance shall include the liability coverage limits, dates of coverage, coverage of the Ellevation and its agents, and a clause which names the District as an additional insured for claims arising under this Agreement.

11 **Termination.**

11.1 Termination. Either party may terminate this Agreement immediately if (i) the other party breaches any material provision and fails to cure its breach within twenty (20) days after receiving the other party's written notice identifying the breach, and/or (ii) for any or no reason, upon sixty (60) days' prior written notice. In addition, Ellevation may suspend Customer's access to the Platform immediately if Customer fails to make a payment for more than thirty (30) calendar days following its due date

11.2 Treatment of Customer Content at Termination. Customer shall have sixty (60) days following the termination or expiration of this Agreement to provide Ellevation with a written request for a one-time, delimited file export of its data from the Platform via SFTP. Regardless of whether Customer timely requests a one-time export within this 60-day period and except as otherwise provided in Section 6.2 above, within sixty (60) days of the termination or expiration of this Agreement, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the Platform, including any such data stored in Ellevation's backup systems.

12

12.1

12.2

13 **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE**

**ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, NEITHER PARTY'S TOTAL, AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (EXCLUDING WITHOUT LIMITATION CLAIMS FOR INDEMNIFICATION UNDER SECTION 10) WILL NOT EXCEED THE FEES ACTUALLY PAID TO ELLEVATION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

14 **Notices.** All notices under this Agreement must be in writing and sent via email to notices@ellevation.com and, if to Customer at the email address provided in Customer's Subscription Agreement

15 **Entire Agreement.** The Subscription Agreement together with these Terms and Conditions represent the entire agreement between the parties regarding Customer's use of the Platform and related matters addressed in this Agreement, and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters

16 **Assignment**. Ellevation may not assign this Agreement without Customer's prior written consent, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment of this Agreement to the acquirer of all or substantially all of Ellevation's assets provided that such successor agrees to be bound by all of the terms and conditions hereof.

17 **Force Majeure.** Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable (e.g., technology malfunctions, outages of Internet Service; outages in third party hosted services), or any other Force Majeure events. "Force Majeure" events will mean: armed conflicts, famine, floods, Acts of God, labor strikes or shortages, governmental decree or regulation, court order, severe weather, fire, earthquake, acts of terrorism, failure of suppliers, unavailability of communications transport facilities and breakdowns in communications transport facilities; provided however, that this provision does not apply to Customer's obligations to make payments hereunder.

18 **Miscellaneous.** This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state; provided that jurisdiction for any dispute that arises hereunder shall be in the state and federal courts of the Commonwealth of Massachusetts. In the event a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties agree that the court shall modify such provision(s) to make such provision(s) and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable. This Agreement can only be modified by a writing signed by both parties. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically will be deemed to be their original signatures for any purpose whatsoever.

| **ELLEVATION INC.** | | **Hamilton County Department of Education** | |
|---|---|---|---|
| **By:** | _____ | **By:** | _____ |
| **Name:** | _____ | **Name:** | _____ |
| **Title:** | _____ | **Title:** | _____ |
| **Date:** | _____ | **Date:** | _____ |

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**3074 HICKORY VALLEY ROAD**
**CHATTANOOGA, TENNESSEE, 37421**

**MEMORANDUM**

**TO:** Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**FROM:** Brent Goldberg, Chief Business Officer

**DATE**: June 20, 2019

**RE:** Contract Renewal for EBS Consulting

Attached are two contracts from EBS Consulting. These contracts will provide consultation services for Employee Benefits and Risk Management with no increase from the previous year.

The Administration recommends approval as presented.

EBS CONSULTING
EMPLOYEE • BENEFITS • SOLUTIONS

## ***Letter of Engagement***

AGREEMENT made this 15th day of June 2019, between EBS Consulting L.L.C., hereinafter referred to as "Consultant", and Hamilton County Board of Education, hereinafter referred to as the "Client".

## ***Purpose of Agreement***

1. The purpose of this agreement is to state the terms and conditions under which the Consultant will provide consulting services to the Client.

## ***Services Provided***

2. The Consultant will provide a monthly **Employee Benefits Consulting Service Package** for the Client as outlined below:

### Manage Insurance Products and Providers

- Explore cost reduction and program enhancement
- Conduct Requests for Proposals
- Develop and optimize provider relationships
- Facilitate benefit issue resolution
- Assist in the implementation of Wellness Initiatives

### Identify and Resolve Employee Benefit Issues

- Provide Insurance Committee support
- Support staff development of benefits skills & abilities
- Facilitate communication (Board, HCEA, Employees & Community)
- Provide Benefits Department support
- Listen, validate, and join the client in achieving objectives.
- Provide ongoing employee benefits education/communication support
- Keep Client informed of state and federal regulations regarding benefits to ensure compliance with fiduciary responsibility and all laws, and regulations concerning benefits.

## ***Completion Times***

3. The Consultant will furnish the completed work to the Client at times to be mutually agreed upon. Delivery schedules will be predicated on normal working conditions and are subject to adjustment at any time in the event of any cause or causes beyond the control of the Consultant.

## ***Property of Client***

4. All documents, written procedures, and other supporting items produced on behalf of the Client shall be the property of the Client.

## ***Confidentiality***

5. All statistical, financial, and personal data relating to the business of the Client, which is confidential and clearly designated as such, will be kept in the strictest confidence by the

Consultant and its agents and employees. However, the foregoing obligation does not apply to any data that has become publicly available that is rightfully obtained from third parties. The Consultant will be obligated to keep confidential any concepts or techniques that may be developed either solely by the Consultant or jointly with the Client during the term of the agreement.

***Consultant's Responsibility***

6. The Consultant will use due care in processing the work of the Client, but he will be liable only to the extent of correcting any errors which are due to the Consultant; subject to the limitations set forth in paragraph 3; such errors will be corrected at no additional charge to the Client if created as a result of Consultant's acts. The liability of the Consultant with respect to this agreement shall in any event be limited to the total compensation for the services provided under this agreement and shall not include any liability for consequential, special or incidental damages.

***Compensation***

7. The Client shall pay the Consultant compensation for the services rendered by him in accordance with the established rates of the Consultant in effect at the time that the services are rendered. Such rates are subject to change on ninety (90) days written notice to the Client. The Consultant will send a statement of the compensation due him according to the schedule as outlined below and the Client shall make payments within ten (10) days of the billing date. Interest will be charged at the rate of two percent (2%) per month on all delinquent accounts. The compensation for this project:

**Employee Benefits Consulting Service Package**

**$3,717.00 per month**

***Schedule of Billing***

8. This project will be billed monthly beginning July 1, 2019 and continuing through September 30, 2019.

***Term of Agreement***

9. The term of this Agreement shall commence on the 1st day of July 2019, and shall continue in full force and effect thereafter through September 30, 2019.

***Consideration; Conditions***

10. The monetary consideration for the services described in paragraph 7 hereof and the scheduled date of completion is based upon specifications furnished by Client to Consultant. Any change of those said specifications by Client may result in an adjustment of consideration owed by Client to Consultant, and an adjustment in the scheduled completion date. It is further understood that the terms of this proposal are valid only if this agreement is executed within fifteen (15) days of the date specified in paragraph nine (9).

***Attorney's Fees and Costs***

11. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

***Governing Law, Entirety of Agreement, and Partial Invalidity***

12. The laws of the State of Tennessee shall govern this Agreement. It constitutes the entire

agreement between the parties regarding its subject matter. If any provision in this contract is held by any court to be invalid, or unenforceable, the remaining provisions shall nevertheless continue in full force.

| *Consultant:* | *Client:* |
| --- | --- |
| By: _____ | By: _____ |
| Edward L. Adams, SPHR<br>President<br>EBS Consulting, LLC | Hamilton County Board of Education |

EBS CONSULTING
EMPLOYEE • BENEFITS • SOLUTIONS

AGREEMENT made this 15th day of June, 2019, between EBS Consulting L.L.C., hereinafter referred to as "Consultant", and Hamilton County Board of Education, hereinafter referred to as the "Client".

## ***Purpose of Agreement***

1. The purpose of this agreement is to state the terms and conditions under which the Consultant will provide consulting services to the Client.

## ***Services Provided***

2. The Consultant will provide **Risk Management Consulting Services** for the Client as outlined below:

**Provide Comprehensive Administrative Services within the Risk Management Department.**

## ***Completion Times***

3. The Consultant will furnish the completed work to the Client at times to be mutually agreed upon. Delivery schedules will be predicated on normal working conditions and are subject to adjustment at any time in the event of any cause or causes beyond the control of the Consultant.

## ***Property of Client***

4. All documents, written procedures, and other supporting items produced on behalf of the Client shall be the property of the Client.

## ***Confidentiality***

5. All statistical, financial, and personal data relating to the business of the Client, which is confidential and clearly designated as such, will be kept in the strictest confidence by the Consultant and its agents and employees. However, the foregoing obligation does not apply to any data that has become publicly available that is rightfully obtained from third parties. The Consultant will be obligated to keep confidential any concepts or techniques that may be developed either solely by the Consultant or jointly with the Client during the term of the agreement.

## ***Consultant's Responsibility***

6. The Consultant will use due care in processing the work of the Client, but he will be liable only to the extent of correcting any errors which are due to the Consultant; subject to the limitations set forth in paragraph 3; such errors will be corrected at no additional charge to the Client if created as a result of Consultant's acts. The liability of the Consultant with respect to this agreement shall in any event be limited to the total compensation for the services provided under this agreement and shall not include any liability for consequential, special or incidental damages.

## ***Compensation***

7. The Client shall pay the Consultant compensation for the services rendered by him in accordance with the established rates of the Consultant in effect at the time that the services are rendered. Such rates are subject to change on ninety (90) days written notice to the Client. The Consultant will send a statement of the compensation due him according to the schedule as outlined below and the Client shall make payments within ten (10) days of the billing date. The compensation for this project:

**Risk Management Consulting Services**

**$6,951 per month**

## ***Schedule of Billing***

8. This project will be billed monthly beginning July 1, 2019 and continuing through September 30, 2019.

## ***Term of Agreement***

9. The term of this Agreement shall commence on the 1st day of July 2019, and shall continue in full force and effect thereafter through September 30, 2019.

## ***Attorney's Fees and Costs***

10. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

## ***Governing Law, Entirety of Agreement, and Partial Invalidity***

11. The laws of the State of Tennessee shall govern this Agreement. It constitutes the entire agreement between the parties regarding its subject matter. If any provision in this contract is held by any court to be invalid, or unenforceable, the remaining provisions shall nevertheless continue in full force.

*Consultant:* *Client:*

By: _____ By: _____

Edward L. Adams, SPHR
President
EBS Consulting. LLC

Hamilton County Board of Education

## ***ADDENDUM TO AGREEMENT***

This addendum shall be considered part of and incorporated into the Agreement between **Hamilton County Board of Education** and **EBS Consulting, LLC**, dated **May 15, 2019.** Notwithstanding any other Language to the contrary in the Agreement, the following terms shall be controlling:

1. This agreement shall terminate at the end of the fiscal year, June 30. Any additional annual term(s), each of which said term shall expire at the end of the then current fiscal year, shall be at the sole option of the School. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s), which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the agreement.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the Entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures, we have read the above terms of this addendum and agree with the Terms.

_____ _____

Edward L. Adams, SPHR
President
Hamilton County Board of Education EBS Consulting, LLC

Date _____ Date _____

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**3074 HICKORY VALLEY ROAD**
**CHATTANOOGA, TENNESSEE, 37421**

**MEMORANDUM**

**TO:** Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**FROM:** Brent Goldberg, Chief Business Officer

**DATE**: June 20, 2019

**RE:** Reinsurance for Blue Cross & Cigna

Attached are two contracts from Blue Cross and Cigna. These contracts will provide reinsurance for the HMO and PPO medical plans.

The Administration recommends approval as presented.

Brent Goldberg
Chief Business Officer
Hamilton County Department of Education
3074 Hickory Valley Road
Building 200
Chattanooga, TN 37421

June 20, 2019

Dear Mr. Goldberg:

MEDICAL REINSURANCE RENEWAL – PPO Medical Plan

We have received the renewal proposal for Blue Cross Blue Shield Insurance to provide Reinsurance coverage for our Group PPO Medical Insurance Plan. We recommend to the Hamilton County Board of Education that they accept the proposal from Blue Cross Blue Shield Reinsurance effective July 1, 2019, as outlined below. Based on current enrollment, the total increase in annual premium cost will be $31,675 (5.6%) vs market trend of 10%.

If you have any questions, please let me know.

Best regards,

Ed Adams, SPHR
Executive Consultant
EBS Consulting

Brent Goldberg
Chief Business Officer
Hamilton County Department of Education
3074 Hickory Valley Road
Building 200
Chattanooga, TN 37421

June 20, 2019

Dear Mr. Goldberg:

MEDICAL REINSURANCE RENEWAL – HMO Medical Plan

We have received the renewal proposal for Cigna Insurance to provide Reinsurance coverage for our Group HMO Medical Insurance Plan. We recommend to the Hamilton County Board of Education that they accept the proposal from Cigna Reinsurance effective July 1, 2019, as outlined below. Based on current enrollment, the total increase in annual premium cost will be $51,675 (5.9%) vs market trend of 10%.

If you have any questions, please let me know.

Best regards,

Ed Adams, SPHR
Executive Consultant
EBS Consulting

BlueRe of Tennessee

1 Cameron Hill Circle, Chattanooga, TN 37402

## STOP LOSS INSURANCE PROPOSAL FOR:

# Hamilton County Department of Educatio

*Proposal #:* SLP439898

*Plans Administered by Blue Cross Blue Shield of Tennessee*

BCBST Networks Utilized: Network S

BCBST Representative: Brent Johnson

Broker: Adams, Ed (Consultant)

*Proposal Date:* 05/10/2019

*Valid Through:* 05/31/2019

*Effective Date:* 07/01/2019

*Contract Duration:* 12 Months

## SPECIFIC STOP LOSS COVERAGE

| | | Option 1 | Option 2 | Option 3 |
|---|---|---|---|---|
| Basis Of Coverage | | 84/12 | 84/12 | 84/12 |
| Specific Attachment Point | | $350,000 | $400,000 | $450,000 |
| Coverage To Be Included | | Medical, Rx Card | Medical, Rx Card | Medical, Rx Card |
| Specific Policy Period Maximum Reimbursement | | Unlimited | Unlimited | Unlimited |
| Specific Lifetime Maximum Reimbursement | | Unlimited | Unlimited | Unlimited |
| Rate Per Month | Covered Units | | | |
| Single | 1,121 | $14.80 | $13.11 | $11.45 |
| Family | 692 | $44.14 | $39.11 | $34.15 |
| Total Lives | 1,813 | | | |
| Estimated Monthly Premium | | $47,136 | $41,760 | $36,467 |
| Estimated Annual Premium | | $565,628 | $501,125 | $437,607 |
| Rate(s) includes Commissions of | | 0.00% | 0.00% | 0.00% |

## AGGREGATE STOP LOSS COVERAGE

| | | Option 1 | Option 2 | Option 3 |
|---|---|---|---|---|
| Basis of Coverage | | 24/12 | 24/12 | 24/12 |
| Individual Claim Limit | | $350,000 | $400,000 | $450,000 |
| Maximum Aggregate Reimbursement per Policy Period | | $1,000,000 | $1,000,000 | $1,000,000 |
| Run In / Out Limited To | | 0 | 0 | 0 |
| Monthly Aggregate Factors | | | | |
| Medical, Rx Card | Covered Units | | | |
| Single | 1,121 | $889.70 | $890.47 | $893.15 |
| Family | 692 | $2,036.84 | $2,046.00 | $2,052.14 |
| Annual Aggregate Attachment Point | | $28,882,164 | $28,968,586 | $29,055,624 |
| Minimum Annual Aggregate Attachment Point | | $28,882,164 | $28,968,586 | $29,055,624 |
| Rate Per Month | Covered Units | | | |
| Composite | 1,813 | $1.32 | $1.32 | $1.32 |
| Estimated Annual Premium | | $28,718 | $28,718 | $28,718 |
| Commission | | 0.00% | 0.00% | 0.00% |

**Plans Administered by:**

BlueCross BlueShield of Tennessee

**UNDERWRITING NOTES:**

We have reviewed your updated paid claims, prognosis and case management information through 05/10/2019. The attached proposal is a firm offer. You must acknowledge acceptance of the terms in this proposal by returning a signed copy no later than the end of the business day on 05/31/2019. Please indicate which option is chosen and whether Aggregate is to be included. Failure to remit the signed proposal by 05/31/2019 will require submitting updated claims information for our review.

There are some items that are important for you to remember as you review our proposal:

a. Outstanding contingencies must be received no later than 7 days after the effective date.
b. A 40% Specific Stop Loss Rate Cap with no new lasers at renewal is included in this proposal*. If the group renews with us the Specific Stop loss rates will increase no more than 40% over the 07/01/2019 rates and no new lasers will be added unless requested by the policyholder or administrator.

* The Specific Stop Loss Rate Cap assumes there are no material changes to the groups plan such as revisions in the plan design, the specific deductible, contract change, commissions or PPO network. The Specific Rate Cap only applies to the group's next renewal, not subsequent renewals. Future Specific Rate Caps are subject to our underwriting discretion.

Assumptions:

1. Specific coverage includes Medical & Rx benefits.
2. Aggregate coverage includes Medical & Rx benefits. Our proposal assumes Rx claims were included in the claims information provided. If Rx claims were not included, we reserve the right to re-rate the Aggregate coverage.
3. The Annual Aggregate Attachment Point includes a 25% risk corridor.
4. Our proposal assumes that the number in each benefit plan option will remain the same or within 10% of current enrollment. We reserve the right to re-rate this proposal if the benefit plan enrollment changes more than 10%.
5. The PPO to be utilized for the proposed coverage period is reflected on page 1 of this proposal. If the PPO differs from what is stated, rates and/or factors in this proposal are subject to change.
6. Our contract assumes that the policyholder's benefit plan document is in compliance with all applicable legislation. A valid copy of the benefit plan must be received within 45 days of the effective date. No policy will be issued or claim paid until the benefit plan document has been reviewed and approved by underwriting. Any deviation from the benefit plan upon which the sold proposal was based may result in a change to the terms of coverage.
7. Stop Loss coverage is for non-occupational injuries and illnesses.
8. This proposal expires at the end of the "Valid Through" date stated on Page 1 of the proposal. It is based on the data submitted to us in the prospect specifications. Any inaccuracy in the data will require revised calculations.
9. These rates and/or factors are based on the "current" plan of benefits.
10. This proposal assumes the continuation of BCBS of Tennessee as the PPO and TPA.
11. Total group enrollment increases or decreases of more than 10% require re-rating.
12. This proposal assumes pre-65 retirees only are participating in the covered benefit plan and were included in the census and claims provided. Retirees age 65 or older are not covered under the Stop Loss contract.
13. The minimum annual aggregate attachment point will be equal to 100% of the annual aggregate attachment point based on the first month enrollment or the proposal, whichever is higher.
14. This proposal assumes that standard BCBST language for transplants has been elected.
15. Applicable state taxes are included in the premium charged. State assessments, if applicable, are not covered and will be billed separately to the policyholder.

| Initial the selected proposal option: | Option 1 | Option 2 | Option 3 |
|---|---|---|---|
| Selection | ☐ | ☐ | ☐ |
| Initials: | | | |

This proposal includes a rate page, all accompanying notes, contingencies, assumptions and a signature page. Rates, Deductibles and Factors are based on the data provided to us. Inaccurate or incomplete data may require changes in the terms provided. We will not be bound by clerical or typographical errors contained in this proposal. This quote is subject to all policy provision, limitations, and exclusions. By signing below I confirm that I am authorized to accept the terms of this insurance proposal.

Signature _____ Date _____

Cigna

# Cigna HealthCare

## *Individual Stop Loss Renewal*

***Client*** ***Hamilton County Department of Education***

***Effective Date*** ***7/1/2019***

| | |
|---|---|
| Account Number | 3316472 |
| Opportunity Number | OP-2127931 |
| Sales Representative | Sam Cash |
| Quote Date | 4/22/2019 |
| Quote Expiration Date | 6/15/2019 |

| **Individual Coverage Options** | **Current** | **ISL Option 1** | **ISL Option 2** | **ISL Option 3** |
|---|---|---|---|---|
| Proposal ID | | 85798 | 87134 | 87135 |
| Contingent or Firm | | Firm | Firm | Firm |
| Individual Pooling Point | $350,000 | $350,000 | $375,000 | $400,000 |
| Annual ISL Maximum | Unlimited | Unlimited | Unlimited | Unlimited |
| Covered Benefits | | Medical/Rx | Medical/Rx | Medical/Rx |
| Contract Basis | Incurred | Incurred in 12 | Incurred in 12 | Incurred in 12 |
| Policy Period Months | | 12 | 12 | 12 |
| Terminal Liability Months | | - | - | - |
| Covered Employees | | 2725 | 2725 | 2725 |
| Individual Premium (PEPM) | $27.95 | $29.60 | $26.44 | $24.02 |
| ISL Policy Year Premium | | $967,947.02 | $864,674.31 | $785,475.17 |
| Renewal Increase | | 5.91% | -5.39% | -14.06% |
| Commission (% or $ PEPM) | | - | - | - |
| Interface Fee, if applicable | | $3.00 | $3.00 | $3.00 |
| Laser Applies? | | No | No | No |

*All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc. Product availability may vary by location and plan type and is subject to change.*

Cigna

# Cigna HealthCare

## Aggregate Stop Loss Proposal

| | |
|---|---|
| ***Client*** | ***Hamilton County Department of Educa*** |
| ***Effective Date*** | ***7/1/2019*** |
| Account Number | N/A |
| Opportunity Number | OP-2127931 |
| Sales Representative | Sam Cash |
| Quote Date | 4/22/2019 |
| Quote Expiration Date | 6/15/2019 |

| **Aggregate Coverage** | | | **ASL Option 1** | **ASL Option 2** | **ASL Option 3** |
|---|---|---|---|---|---|
| Proposal ID | | | 42480 | 42481 | 42482 |
| Individual Pooling Point | | | $350,000 | $375,000 | $400,000 |
| Contract Basis | | | Incurred in 12 | Incurred in 12 | Incurred in 12 |
| Run-in Months | | | - | - | - |
| Policy Period Months | | | 12 | 12 | 12 |
| *Terminal Liability Months | | | - | - | - |
| Corridor | | | 125% | 125% | 125% |
| Annual Maximum | | | Unlimited | Unlimited | Unlimited |
| Covered Benefits | | | Medical/Rx | Medical/Rx | Medical/Rx |
| Includes Fixed Charges | | | Yes | Yes | Yes |
| Aggregate Premium (PEPM) | | | $2.62 | $2.65 | $2.67 |
| ASL Policy Year Premium | | | $85,611.44 | $86,521.27 | $87,391.54 |
| Commission % | | | 0.00% | 0.00% | 0.00% |
| Monthly Deductible Factors (per EE): | | | | | |
| | **Rating Plan** | **Lives** | | | |
| | HDHP | 62 | $973.04 | $974.92 | $976.80 |
| | Network | 2663 | $1,442.64 | $1,445.43 | $1,448.21 |
| Minimum Attachment Percentage | | | 100% | 100% | 100% |
| Illustrative Minimum Attachment Point | | | $46,825,096 | $46,915,495 | $47,005,894 |

All Cigna products and services are provided exclusively by or through operating subsidiaries of Ci
including Cigna Health and Life Insurance Company. The Cigna name, logo, and other Cigna marks
Intellectual Property, Inc. Product availability may vary by location and plan type and is subject to

Cigna

# Cigna HealthCare

## *Aggregate Stop Loss Proposal*

*ıtion*

**Aggregate Coverage**
Proposal ID
Individual Pooling Point

Contract Basis
Run-in Months
Policy Period Months
Terminal Liability Months
Corridor
Annual Maximum

Covered Benefits
Includes Fixed Charges

Aggregate Premium (PEPM)

ASL Policy Year Premium
Commission %

Monthly Deductible Factors (per EE):

| Rating Plan | Lives |
|---|---|
| HDHP | 62 |
| Network | 2663 |

Minimum Attachment Percentage
Illustrative Minimum Attachment Point

ɜna Corporation,
are owned by Cigna
change

Cigna

# Cigna Healthcare

## Terms and Conditions

| | |
|---|---|
| *Client* | *Hamilton County Department of Education* |
| *Effective Date* | *7/1/2019* |
| Account Number | 3316472 |
| Opportunity Number | OP-2127931 |
| Sales Representative | Sam Cash |
| Quote Expiration Date | 6/15/2019 |

- Contains a firm Stop Loss quote with an expiration date of 06/15/2019. Coverage elected prior to the expiration date requires no additional large claim reporting.
- Cigna may revise or withdraw the ISL and/or ASL proposal(s) if there are changes in the benefit plan, or the addition or termination of a subsidiary, operation or class of employees, not otherwise accounted for during the Stop Loss underwriting process.
- The stop loss quote assumes proposed plan of benefits and networks and is based on Cigna providing the administration of those underlying benefits.
- In the event of material changes in the benefit plan or changes in legislation or regulation, Cigna may withdraw this proposal or revise the premium rates and/or coverage provisions with the revision(s) to become effective on the date such changes are effective.
- The ISL Maximum represents the maximum payable under the stop loss policy.
- Cigna may revise or withdraw this ISL proposal if the estimated number of Covered Persons for Stop Loss coverage, in total or in any covered plan differs more than 10% from the original estimated enrollment.
- The covered employees, shown on the financial page, are based on the following distribution of employees in each plan:
  Network = 2663 Emps;
  HDHP = 62 Emps;
- Rates assume the Policy Period Months identified on the ISL proposal page.
- Scenarios that do not include run in coverage reflect a discount assuming an immature contract and will have this discount fully removed from the rates in the subsequent year when the case is renewed on a paid (mature) basis. Renewal rates can also be expected to increase for stop loss leveraged trend each year.
- The Individual Stop Loss Incurred contract covers claims incurred under the proposed contract basis regardless of the paid date.
- If an employer carves out stop loss coverage, an additional data reporting interface fee will be charged to the employer and may vary depending on the frequency of reporting requested. Reporting information and support services are provided only after confidentiality agreements have been executed by the employer and stop loss insurer. The information provided by Cigna is based on paid-claim data only. Information is not provided for any incurred-but-not-paid claims or projected claims. In addition, information related to precertification, case management, course of treatment or prognosis will not be provided. Carving stop loss coverage out to a third party insurer is only available in our Over 500 business segment.
- Retirees over age 65 are not included in the Individual Stop Loss coverage.
- The renewal rate for the current stop loss pooling point, as identified on the ISL proposal page, is included. Medical trend is highly leveraged on stop loss and as such it is recommended that the pooling point is increased each year to keep the same proportional relationship between the underlying medical claims and the stop loss pooling point. Alternative pooling points and rates have been provided in this quote, other levels are available upon request.
- Unless otherwise indicated, this proposal contains a stop loss rate that will be adjusted by a savings amount of $0.75 PEPM if both the incentive-based Cigna Healthy Pregnancy, Healthy Babies program and Cigna Comprehensive Oncology program are elected in conjunction with Cigna Stop Loss.
- The Aggregate Stop Loss quote assumes that Cigna is selected as the carrier for both Aggregate and Individual Stop Loss. If an alternate carrier is selected as the Individual Stop Loss carrier, the Aggregate Stop Loss quote will be withdrawn.
- Any amounts in excess of the Aggregate Individual Deductible Limit will be excluded for Aggregate Stop Loss settlement purposes.
- Unless otherwise indicated, the enrollment utilized in the calculation of the Minimum Attachment Point and Actual Attachment Point is based on a two month lag prior to the paid claim month. In the event this refers to a month prior to the Effective Date of the policy, the first policy month enrollment will be used.
- This assumed maximum liability for the Aggregate Stop Loss under this contract is listed on the ASL proposal page(s).
- For Aggregate Stop Loss in the year of termination a run out attachment point will be added to the greater of the minimum attachment point or the actual attachment point. The run out attachment point will be calculated at termination based on policy year claims and will incorporate standard reserve/maturation factors, run out period and corridor.
- Any amounts between the Adjusted Individual pooling point chosen for the whole group and the Lasered pooling point will not accumulate towards the Aggregate Stop Loss Limit.

Cigna

# Cigna Healthcare

## Terms and Conditions

| | |
|---|---|
| ***Client*** | ***Hamilton County Department of Education*** |
| ***Effective Date*** | ***7/1/2019*** |
| Account Number | 3316472 |
| Opportunity Number | OP-2127931 |
| Sales Representative | Sam Cash |
| Quote Expiration Date | 6/15/2019 |

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc. Product availability may vary by location and plan type and is subject to change.

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**3074 HICKORY VALLEY ROAD**
**CHATTANOOGA, TENNESSEE, 37421**

**MEMORANDUM**

**TO:** Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**FROM:** Brent Goldberg, Chief Business Officer

**DATE**: June 20, 2019

**RE:** Contract Renewal for TNRMT

Attached is the Contract Renewal for Tennessee Risk Management Trust. TNRMT provides property, casualty, liability, student accident and Fidelity coverage.

The Administration recommends approval as presented.

TNRMT

TENNESSEE RISK MANAGEMENT TRUST

# TENNESSEE RISK MANAGEMENT TRUST

**Renewal Packet for:**

## Hamilton County School System

**Presented By:**

NGU

RISK MANAGEMENT

**Program Manager for TNRMT**
**1-877-822-6161**

**July 1, 2019**

**This packet is issued as a matter of information only and does not amend, extend, or alter the coverage provided by the actual insurance policies and coverage documents.**

TNRMT
TENNESSEE RISK MANAGEMENT TRUST

***Invoice Number 4118BOE***

# ***INVOICE***

**Insured Name:** **Hamilton County School System**

**Contact:** **Dr. Bryan Johnson**
**Director of Schools**

**Address:** **3074 Hickory Valley Road**
**Chattanooga, TN 37421**

**Effective Date | 7/1/2019 – 7/1/2020** **Policy Number | TNRMT**

**Property & Casualty Program**

| | |
|---|---|
| **Final Premium** | **$2,693,723** |
| **2% Early Pay Discount*** | **$2,639,849** |

**Please make check payable to TNRMT and return to:**
Tennessee Risk Management Trust
404 BNA Drive, Suite 208
Nashville, TN 37217

** Payment must be postmarked on or before July 10th in order to receive 2% discount*
*** No penalty or discount if postmarked between July 11th and July 31st. 2% penalty per month applies after July 31st.*

TNRMT

TENNESSEE RISK MANAGEMENT TRUST

# ***COST SUMMARY***

## July 1, 2019 to July 1, 2020

## Hamilton County School System

## PROPERTY & CASUALTY PROGRAM

| | |
|---|---|
| Total Premium | $2,693,723 |
| Discount for Bus Driver Training | |
| **Total Premium Less Discounts** | **$2,693,723** |
| Property – all Buildings and Contents including: Electronic Data Processing Equipment, Media & Extra Expense, Contractors' Equipment & Miscellaneous Equipment, Valuable Papers and Money & Securities | 1,583,841 |
| Employee Blanket Bond | 26,587 |
| Auto Liability & Physical Damage | 462,870 |
| General Liability | 250,372 |
| Boiler & Machinery | 86,199 |
| School Leaders Errors & Omissions | 79,762 |
| Student and Athletic Accident | 204,092 |

# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY): 7/1/19

PRODUCER

NGU Risk Management
111 Hazel Path
Hendersonville, TN 37075

THIS CERTIFICATE IS INTENDED TO CONFER AND STIPULATE COVERAGE UNDER THE FOLLOWING TERMS AND CONDITIONS TO THE NAMED INSURED INCLUDING ALTERATION OF THE TNRMT PROGRAM IF REQUIRED.

**COMPANIES AFFORDING COVERAGE**

INSURED

Tennessee Risk Management Trust
404 BNA Drive, Suite 208
Nashville, TN 37217

Member: Hamilton County School System

INSURER A: **TNRMT**

INSURER B:

INSURER C:

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | COVERED PROPERTY | LIMITS |
|---|---|---|---|---|---|---|
| A | X PROPERTY | TNRMT | 07/01/19 | 07/01/20 | X BUILDING | Blanket |
| | CAUSES OF LOSS | | | | X PERSONAL PROPERTY | Blanket |
| | BASIC | | | | | |
| | BROAD | | | | X EXTRA EXPENSE | $5,000,000 Per Occurrence |
| | X SPECIAL | | | | | |
| | X FLOOD* | | | | | |
| A | X INLAND MARIE | TNRMT | 07/01/19 | 07/01/20 | | Per Schedule |
| | CAUSES OF LOSS | | | | | |
| | X ACTUAL CASH VALUE | | | | | |
| A | X BOILER & MACHINERY | TNRMT | 07/01/19 | 07/01/20 | | See Attached Summary |

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

*Flood coverage is excluded in any flood zone prefixed in "A".

Maintenance deductible on all first party losses is $10,000.

**CERTIFICATE HOLDER**

Hamilton County School System
3074 Hickory Valley Road
Chattanooga, TN 37421

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John Eason

**BOILER & MACHINERY – TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

**COVERAGE**: COMPREHENSIVE FORM COVERING BOILER, PRESSURE VESSELS, MECHANICAL & ELECTRICAL MACHINES INCLUDING AIR CONDITIONING, REFRIGERATION EQUIPMENT, ELECTRICAL APPARATUS AND ELECTRONIC COMPUTER OR ELECTRONIC DATA PROCESSING EQUIPMENT INCLUDING PRODUCTION MACHINES UNLESS OTHERWISE SPECIFIED.
THE LIMITS OF INSURANCE FOR PROPERY DAMAGE AND THE COVERAGE EXTENSIONS & LIMITATIONS ARE PART OF, NOT IN ADDITION TO, THE TOTAL LIMIT PER BREAKDOWN. IF INCLUDED IS SHOWN UNDER LIMIT OF INSURANCE FOR PROPERTY DAMAGE OR A COVERAGE EXTENSION OR LIMITATION, THEN THE LIMIT FOR SUCH COVERAGE IS PART OF, NOT IN ADDITION TO, THE OTHER LIMIT OF INSURANCE IDENTIFIED.

**PREMISES**: ALL PREMISES ON FILE, EXCEPT ANY LISTED SEPARATELY

**VALUATION:** REPAIR OR REPLACEMENT COST

| | |
|---|---|
| **LIMIT PER BREAKDOWN:** | $10,000,000 |
| PROPERTY DAMAGE | INCLUDED IN TOTAL LIMIT PER BREAKDOWN |
| EXPEDITING EXPENSE | $500,000 |
| EXTRA EXPENSE | INCLUDED |
| EXTENDED PERIOD OF RESTORATION (# OF DAYS OF COVERAGE) | 30 |
| SPOILAGE DAMAGE | $500,000 |
| UTILITY INTERRUPTION – SPOILAGE COVERAGE APPLIES ONLY IF THE INTERRUPTION LASTS AT LEAST (WAITING PERIOD (HOURS) | 8 |
| ELECTRONIC DATA OR MEDIA COVERAGE | $500,000 |
| ERRORS IN DESCRIPTION COVERAGE | INCLUDED |
| FUNGUS, WET ROT & DRY ROT COVERAGE PROPERTY DAMAGE | $100,000 |
| HAZARDOUS SUBSTANCE LIMITATION | $500,000 |
| NEWLY ACQUIRED LOCATIONS | $5,000,000 |
| (# OF DAYS OF COVERAGE) | 90 |
| ORDINANCE OR LAW (INCLUDING DEMOLITION & INCREASED COST OF CONSTRUCTION) COVERAGE | $2,500,000 |
| REFRIGERANT CONTAMINATION LIMITATION | $500,000 |
| WATER DAMAGE LIMITATION | $1,000,000 |

| | |
|---|---|
| CONDITIONAL & OPTIONAL COVERAGES | |
| NUMBER OF DAYS FOR NOTICE OF CANCELLATION EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM | 60 |

**DEDUCTIBLES:** THE DEDUCTIBLE APPLIES ONLY TO A COVERAGE FOR WHICH AN AMOUNT, HOURS, DAYS, TIMES DAILY VALUE, OR THE WORD INCLUDED IS SHOWN.

| | |
|---|---|
| PROPERTY DAMAGE | $5,000 |
| EXTRA EXPENSE | 24 HOURS |
| SPOILAGE DAMAGE | INCLUDED IN PROPERTY DAMAGE DEDUCTIBLE |
| REFRIGERANT CONTAMINATION | INCLUDED IN PROPERTY DAMAGE DEDUCTIBLE |

# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY): 7/1/19

**PRODUCER**

NGU Risk Management
111 Hazel Path
Hendersonville, TN 37075

THIS CERTIFICATE IS INTENDED TO CONFER AND STIPULATE COVERAGE UNDER THE FOLLOWING TERMS AND CONDITIONS TO THE NAMED INSURED INCLUDING ALTERATION OF THE TNRMT PROGRAM IF REQUIRED.

**COMPANIES AFFORDING COVERAGE**

**INSURED**

Tennessee Risk Management Trust
404 BNA Drive, Suite 208
Nashville, TN 37217

MEMBER: Hamilton County School System

INSURER A: **TNRMT**

INSURER B:

INSURER C:

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|---|
| A | X | EMPLOYEE FIDELITY | TNRMT | 07/01/19 | 07/01/20 | $400,000 EACH AND EVERY LOSS |
| | X | MONEY & SECURITIES | | | | |
| | X | FORGERY OR ALTERATION | | | | |

## COVERED POSITIONS

**All Member employees including elected officials, School Directors, Treasurers, Bookkeepers and Finance Directors. This coverage also complies with TCA § 4-4-108 for blanket bonds and TCA § 8-19-101 as replacement for individual official bonds.**

## SPECIAL CONDITIONS/OTHER COVERAGES

Maintenance deductible on all first party losses is $10,000

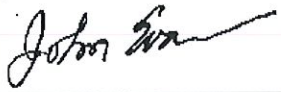
## CERTIFICATE HOLDER

Hamilton County School System
3074 Hickory Valley Road
Chattanooga, TN 37421

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



NGU RISK MANAGEMENT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 7/1/19

**PRODUCER**

NGU Risk Management
111 Hazel Path
Hendersonville, TN 37075

THIS CERTIFICATE IS INTENDED TO CONFER AND STIPULATE COVERAGE UNDER THE FOLLOWING TERMS AND CONDITIONS TO THE NAMED INSURED INCLUDING ALTERATION OF THE TNRMT PROGRAM IF REQUIRED.

**INSURED**

Tennessee Risk Management Trust
404 BNA Drive, Suite 208
Nashville, TN 37217

Member: Hamilton County School System

**COMPANIES AFFORDING COVERAGE**

INSURER A: TNRMT

INSURER B:

INSURER C:

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | X | COMMERCIAL GENERAL LIABILITY | TNRMT | 07/01/19 | 07/01/20 | EACH OCCURRENCE | $1,000,000 |
| | | | | | | FIRE DAMAGE (Any one fire) | included |
| | | CLAIMS MADE [ ] OCCURRENCE [X] | | | | PERSONAL & ADV INJURY | included |
| | X | INCIDENTAL MEDICAL MALPRACTICE/ PROFESSIONAL LIABILITY | | | | GENERAL AGGREGATE | unlimited |
| A | X | AUTOMOBILE LIABILITY | TNRMT | 07/01/19 | 07/01/20 | COMBINED SINGLE LIMIT (Each accident) | $1,000,000 |
| | | ANY AUTO [ ] | | | | | |
| | | ALL OWNED AUTOS [X] | | | | | |
| | X | MEDICAL PAYMENTS -$5,000 ANY ONE PERSON /$100,000 ANY ONE CLAIM | | | | | |
| | X | HIRED AUTOS | | | | | |
| | X | NON-OWNED AUTOS | | | | | |
| | X | UNINSURED/UNDERINSURED MOTORISTS | | | | | |
| | X | ACV Comp/Collision $10,000 Deductible | | | | | |
| A | X | CYBER LIABILITY CLAIMS MADE *(See Attached)* | TNRMT | 07/01/19 | 07/01/20 | $1,000 Deductible | $1,000,000 Per Claim See Attached |
| A | X | EMPLOYEE BENEFITS LIABILITY *(Claims Made-Retro Date-TNRMT Entry Date)* | TNRMT | 07/01/19 | 07/01/20 | $1,000,000 Per Claim | |
| A | X | EDUCATORS LEGAL LIABILITY/ERRORS & OMISSIONS *(Claims Made - Retro Date 7/1/87)* | TNRMT | 07/01/19 | 07/01/20 | $2,500 Per Occurrence Deductible | $1,000,000 |
| A | X | DEFENSE OF OUSTER | TNRMT | 07/01/19 | 07/01/20 | $100,000 Sublimit | Per Occurrence Defense Only |

Tort Immunity will be applied when applicable

**Hamilton County School System Contract Buses Covered for $300,000/$700,000/$100,000 Split Limits with NO Physical Damage Coverage**

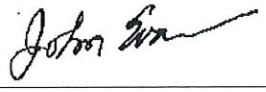
## CERTIFICATE HOLDER

Hamilton County School System
3074 Hickory Valley Road
Chattanooga, TN 37421

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## TENNESSEE RISK MANAGEMENT TRUST

## CYBER LIABILITY COVERAGE

$1,000,000 Limit - $1,000 Deductible for the following:

Media and Website
Security Breach Liability
Replacement or Restoration of Electronic Data
Extortion Threats
Business Income and Extra Expense
Public Relations Expense
Security Breach Expense – Includes Credit Monitoring, Notification and Call Center Costs
*Only one deductible applies per claim

**Claims Made Coverage: RETROACTIVE DATE: 07/01/2011 or your TNRMT Membership date, if different.**

In addition to the coverages above, TNRMT has partnered with CyberScout to provide the following Breach Response Services and Resources Services in addition to the insurance coverage above:

- Breach consulting
- Crisis Management
- Notification Assistance
- Remediation Planning
- Evidentiary Support

All TNRMT members have access to CyberScouts' informational portal as well as their Data Risk compass, an online cyber risk assessment tool for clients. To access the portal,

- Go to www.greatamerican.breachresponse.com
- Input user name: greatamerican
- Input password: GA4br#0519
- After login, you will be able to setup your own User ID and Password. Please email Kyle Greenup at kgreenup@ngutn.com for a unique Agency/Policy number.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 7/1/19

PRODUCER

NGU Risk Management
111 Hazel Path
Hendersonville, TN 37075

THIS CERTIFICATE IS INTENDED TO CONFER AND STIPULATE COVERAGE UNDER THE FOLLOWING TERMS AND CONDITIONS TO THE NAMED INSURED INCLUDING ALTERATION OF THE TNRMT PROGRAM IF REQUIRED.

**COMPANIES AFFORDING COVERAGE**

INSURED

Certificated Employees of the Hamilton County School System

INSURER A: TNRMT

INSURER B:

INSURER C:

## COVERAGES

THE COVERAGE LISTED BELOW HAS BEEN ISSUED TO THE TEACHER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | COVERED PROPERTY | LIMITS |
|---|---|---|---|---|---|---|---|
| A | X | COMMERCIAL GENERAL LIABILITY | TNRMT | 07/01/19 | 07/01/20 | EACH OCCURRENCE | $1,000,000 |
| | | EDUCATORS LEGAL LIABILITY/ERRORS & OMISSIONS | | | | GENERAL AGGREGATE | Unlimited |
| | | SEXUAL MISCONDUCT/SEXUAL ABUSE COVERAGE FOR ACCUSED PERPETRATOR – DISCRETIONARY LEGAL DEFENSE AVAILABLE UP TO $35,000 FOR FALSELY ACCUSED PERPETRATOR | | | | $2,500 DEDUCTIBLE | $1,000,000 |
| A | X | EXCESS AUTOMOBILE LIABILITY (Pays excess of personal insurance for all owned autos) | TNRMT | 07/01/19 | 07/01/20 | COMBINED SINGLE LIMIT | $1,000,000 |
| | X | ALL OWNED AUTOS (WHEN BEING USED ON BEHALF OF YOUR SCHOOL) | | | | | |

**CERTIFICATE HOLDER**

Hamilton County School System
3074 Hickory Valley Road
Chattanooga, TN 37421

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



# TENNESSEE RISK MANAGEMENT TRUST
# COVERAGE LIMITS
**(Inclusive of Pooled Retention)**

| | | |
|---|---|---|
| **Building** | Blanket | All Risk Replacement Cost<br>(Vacant or Abandoned Buildings covered at Actual Cash Value) |
| **Contents** | Blanket | All Risk Replacement Cost |
| **Inland Marine** | Per Schedule | Actual Cash Value |
| **Electronic Data Processing** | $1,000,000 | Per occurrence including hardware, media and extra expense |
| **Miscellaneous Equipment** | $500,000 | Per occurrence |
| **Extra Expense** | $5,000,000 | Per Occurrence |
| **Valuable Papers** | $1,000,000 | Per Occurrence |
| **Deductible** | **$10,000** | Each occurrence<br>All First Party losses |
| **Employee Fidelity** | $400,000 | Each and every loss |
| **Depositors' Forgery** | $400,000 | Each and every loss |
| **Money Orders & Counterfeit Papers** | $400,000 | Each and every loss |
| **General Liability including all employees as additional insured** (Occurrence Form) | $1,000,000 | Combined Single Limit<br>Includes Sexual Harassment, Sexual Misconduct, Corporal Punishment and Teacher's Professional Liability<br>Sexual Abuse Coverage for Accused Perpetrator (Discretionary legal defense available up to $35,000 for falsely accused perpetrator) |
| **Educators Legal Liability/Errors & Omissions** (Claims Made Form) | $1,000,000 | Each occurrence/$1,000,000 Per System with $2,500 Retention<br>Includes Non-Monetary Defense Costs<br>$100,000 Annual Aggregate/$2,500 Deductible |
| **Employee Benefits Liability** (Claims Made Form) | $1,000,000 | Per Occurrence |
| **Defense of Ouster** | $100,000 | Per Occurrence/Defense Only |
| **Automobile Liability** | $1,000,000 | Combined Single Limit **Except Contract Buses $300,000\$700,000/$100,000** |
| **Auto Physical Damage** | Included | Actual Cash Value (Collision & Comprehensive) **$10,000 Deductible. No Physical Damage for Contract Buses** |
| **Auto Uninsured/ Underinsured Motorist** | $1,000,000 | Per Occurrence |
| **Auto Med Pay** | $5,000/$100,000 | Any one Person/Any one Claim |
| **Athletic Participation Liability** | $1,000,000 | Combined Single Limit |
| **Cyber Liability** (Claims Made Form) | $1,000,000 | Each and every loss ($1,000 deductible) |

Limits are paid according to the Tennessee Tort Liability Act. These limits are $300,000 for Bodily Injury to one person in one accident, $700,000 for two or more persons and $100,000 Property Damage. Limit is $1,000,000 combined single limit if immunity defense does not apply.

# TENNESSEE RISK MANAGEMENT TRUST
# CLAIMS-MADE COVERAGE-EDUCATORS LEGAL LIABILITY

The TNRMT Educators Legal Liability Coverage is underwritten on a claims-made basis whereby School Board Legal claims are covered if:

1. Incident giving rise to claim occurred after the retroactive date.

2. Claim is made during the policy period or extended reporting period.

If a claim of this type occurs during a policy period with another program underwritten on a "claims-made" basis and the claim or incident is ***not*** reported during that previous policy period, but instead reported more than 60 days after the policy's expiration, coverage can be provided only from one of two possible sources:

1. Purchase of **extended reporting period** on the other programs' expiring insurance policy to extend the allowable reporting period to a minimum of 24 months for claims, which occurred during the actual policy period (coverage would be provided by the expiring policy).

2. Purchase of a retroactive date under the TNRMT program to cover claims, which occurred prior to the inception of the TNRMT coverage, but were not reported or known prior to the new coverage period (coverage would be provided by the TNRMT).

Neither one of these options is automatic and must be specifically requested since it will often require an additional premium charge. These aspects must be carefully considered if a participant should ever contemplate withdrawal from the Tennessee Risk Management Trust.

**TENNESSEE RISK MANAGEMENT TRUST**
**WHAT IS NOT INCLUDED**

- Physical damage to personally owned automobiles
- Physical damage for military surplus vehicles or other similar vehicles not originally designed or registered for highway use.
- Property losses of a degenerative nature or from loss by insect or vermin, including mold, wear and tear, and deterioration
- Any loss from flood in flood zone "A" or zones prefixed in "A"
- Pollution unless specifically endorsed
- Mold or Fungus
- War Risk
- Terrorism (unless Certified Act of Terrorism under TRIA Act)
- Aircraft Liability
- The Deductible as listed on individual Certificates (included in the packet)
- Medical Malpractice – Doctors, Clinics or Hospitals (employed school nurses covered)
- Nuclear Liability or Damage
- Sexual Abuse Coverage for accused perpetrator (Discretionary legal defense available up to $35,000 for falsely accused perpetrator)
- Inverse Condemnation
- Asbestos Bodily Injury & Property Damage
- AIDS Liability
- Loss of or damage to Watercraft over 26 feet
- Purchase, use, maintenance or storage of any form or component of pyrotechnics, explosives or projectiles, fire and/or flame throwing apparatus, arising from a demonstration or celebration involving these or similar items.
- Pension and Welfare Fiduciary Responsibility Insurance
- Electromagnetic Fields
- Wages

**This packet is issued as a matter of information only and does not amend, extend, or alter the coverage provided by the actual insurance policies and coverage documents.**

# TENNESSEE RISK MANAGEMENT TRUST

## NAMED INSURED

Tennessee Risk Management Trust (TNRMT) and its participating Board Liability Trust Members, their officers, employees, and agents of the boards including elected officials, appointed boards, commissions, including election commissions, officials, officers, employees, administrators and volunteers, both individually and collectively, when acting within the scope and performance of their duties.

# INSURANCE COMPANY SELECTION

A.M. Best's Insurance Reports is a guidebook the insurance industry uses to determine the financial stability of an insurance company.

A copy of the Best's Insurance Reports for each of the insurance companies quoted is available for your review.

While we strive to be certain that your insurance is placed with reputable, highly-rated insurance companies, we have no way of guaranteeing the financial accuracy of the Best's Insurance Reports or the financial stability of any insurance company.

| Company Proposed | Best's Assigned Rating |
|---|---|
| Travelers Indemnity Company | A++XV |
| Great American Insurance Company | A+XIII |
| Travelers Property Casualty Company of America | A++XV |
| Chubb/Ace American | A++XV |

| Alphabetical Listing | | | Numerical Listing |
|---|---|---|---|
| A+ | = | Superior | Ranges from I to XV |
| A | = | Excellent | I - Smallest Company |
| B+ | = | Very Good | XV - Largest Company |
| B | = | Good | |
| C+ | = | Fair | |
| C | = | Marginal | |

TNRMT

TENNESSEE RISK MANAGEMENT TRUST

# ATHLETICS & STUDENT ACCIDENT PROGRAM

PROGRAM INCLUDES COVERAGE FOR, BUT NOT LIMITED TO:

- ALL SCHOOL SPORTS
- CHEERLEADING
- BAND & PE CLASSES
- JOB SHADOW PROGRAMS
- FIELD TRIPS
- TRAVEL TO & FROM GAMES

## LIMITS AND BENEFITS

The Student Accident coverage provided by TNRMT has **no deductible** and a medical maximum benefit of **$25,000 per accident.** Specific sublimits apply for covered expenses **(see schedule of benefits).**
All benefits are provided on a **Full Excess** basis for covered expenses. This means that covered expenses will be paid when they are *"in excess of any other plan providing medical expense benefits."* Thus, parents must submit all bills to their primary provider first. The TNRMT policy will consider the unpaid balances for covered expenses up to the limits of the policy. A PROOF OF LOSS, (claim form) must be submitted within 90 days. No claim will be considered if PROOF OF LOSS is not submitted within 365 days after the accident.

**BENEFITS**

| ***Maximum Limit*** | ***Plans Purchased by School District (Full Excess)*** | $25,000 per Accident |
|---|---|---|
| ***Physicians*** | | |
| Surgery/fracture care fees | | U&C ($6,000 Max.) |
| Non-surgical visits or consultations | | $125 per visit |
| Physical therapy | | $50 visit/Max $1,000 |
| ***Hospital*** | | |
| In-patient room and board | | Semi-private room |
| In-patient miscellaneous charges | | $6,000 per injury |
| Out-patient charges (non-surgical) | | $1,000 per injury |
| Out-patient charges (surgical) | | $5,000 per injury |
| ***Diagnostic X-rays, MRIs, CAT Scans*** | | $2,000 per injury |
| ***Dental*** | | |
| Amount payable for each injured sound, natural tooth | | $1,000 per tooth |
| ***Orthopedic Appliances*** | | $1,500 per injury |
| ***Ground Ambulance Service*** | | $1,000 per injury |
| ***Maximum Motor Vehicle Accident Benefit*** | | $1,000 per injury |

Benefits described are provided by Tennessee Risk Management. This is not a contract of insurance.

**The student accident covers applies to all students including Pre K and Head Start Programs but does not cover participants in adult education programs beyond K-12.**

TNRMT

IMPORTANT INFORMATION

**There is no flood coverage for any of your property located in Flood Zone A or any flood Zone prefixed in "A".** It is the intent of TNRMT to exclude these flood zones and defer coverage to the National Flood Insurance Program (NFIP). It is your responsibility to know if any of your property is located in a flood zone. Coverage for property in these flood zones is available through the NFIP. We will be happy to assist you in placing this coverage through NFIP but **no Flood Zone "A" coverage is available from TNRMT**.

**Employee Fidelity Insurance Certificate which replaces Public Officials Surety Bonds no longer needs to be filed with the County Clerk pursuant to recent legislative changes.**

**Contract bus owners/drivers are only covered for automobile liability and physical damage.** You must specifically list them by completing the enclosed Contract Bus Driver Information sheet and provide a copy of the individual driver contracts. Workers Compensation is not provided to non-employee contract operators.

**Student Accident and Athletic coverage is included and mandatory within your program.** There is no parental choice in benefits, nor is there any need to send any voluntary forms home to parents as the coverage extends to cover all school activities in addition to school time accidents. There are various sublimits for specific treatments or medical procedures. The student accident program is designed to be competitive in coverage and price with other similar plans. As such, **it does not pay 100%** of the accident claims. Also, it is secondary to any accident or health coverage carried by parents.

**Construction/renovation projects are not automatically covered by Tennessee Risk Management Trust.** Coverage for these projects can be provided by a separate Builders Risk Policy. Please contact Betsey Sullivan at 877-822-6161 to start the process of obtaining Builders Risk Coverage.

**Report any additions/deletions throughout the year, via the NGU Member Portal.** Property additions will result in an additional pro-rated charge. See following page for further instructions.

**TNRMT encourages all members to enroll in STOPit**. If you are currently enrolled, this year you will find your annual STOPit billing enclosed. Please remit this payment to TNRMT by July 31st. If you are interested in this program, please contact Chris Salomon at 908-748-4522 (csalomon@stopitcyberbully.com)

CONTRACT BUS DRIVER INFORMATION

Automobile coverage is currently being provided for your contract buses by the Tennessee Risk Management Trust (TNRMT). Coverage does not extend to the drivers for workers compensation. If you do not already have one on file, the contractors/drivers must provide a certificate of insurance to the school district indicating their workers compensation coverage or a letter from them indicating their decision to be responsible for injuries they may sustain in pursuit of their contract in lieu of workers compensation if allowed by workers compensation law. They do not have workers compensation if they cannot provide a certificate of coverage. It is the intent of TNRMT to decline automobile coverage for contract buses and their drivers if these terms are not met. In any event, workers compensation coverage is not provided for contract bus drivers.

- I have reviewed our records and have determined all contract drivers have workers compensation insurance or a letter stating they have chosen, by law, to be personally responsible for injuries they may sustain in pursuit of their contract with us. We have a Certificate of Insurance or a letter on file.

_____

Signature/Title/Date

- OR-

- I have verified that we have Workers Compensation Certificates of Insurance on most of our contract drivers with the following exceptions and we are obtaining these and will forward same within 30 days.

_____

Signature/Title/Date

SEC | SAFETY ENGINEERING & CLAIMS MANAGEMENT

TNRMT
TENNESSEE RISK MANAGEMENT TRUST

**Safety Engineering & Claims Management**

**Tennessee Risk Management Trust**

# CLAIMS INTAKE INSTRUCTIONS

*(new online reporting)*

SEC | SAFETY ENGINEERING & CLAIMS MANAGEMENT

TNRMT TENNESSEE RISK MANAGEMENT TRUST

1

**To access the new reporting website: From any browser, navigate to http://www.tnrmt.com OR http://www.sectn.com.**

| From TNRMT website | From SECTN website |
|---|---|
| 1. Click on 'Claims Reporting' | 1. Click on 'File a New Claim' |
| 2. Click on 'Report a Claim' | 2. Click on 'Click Here' |
| 3. Login *(below)* | 3. Login *(below)* |

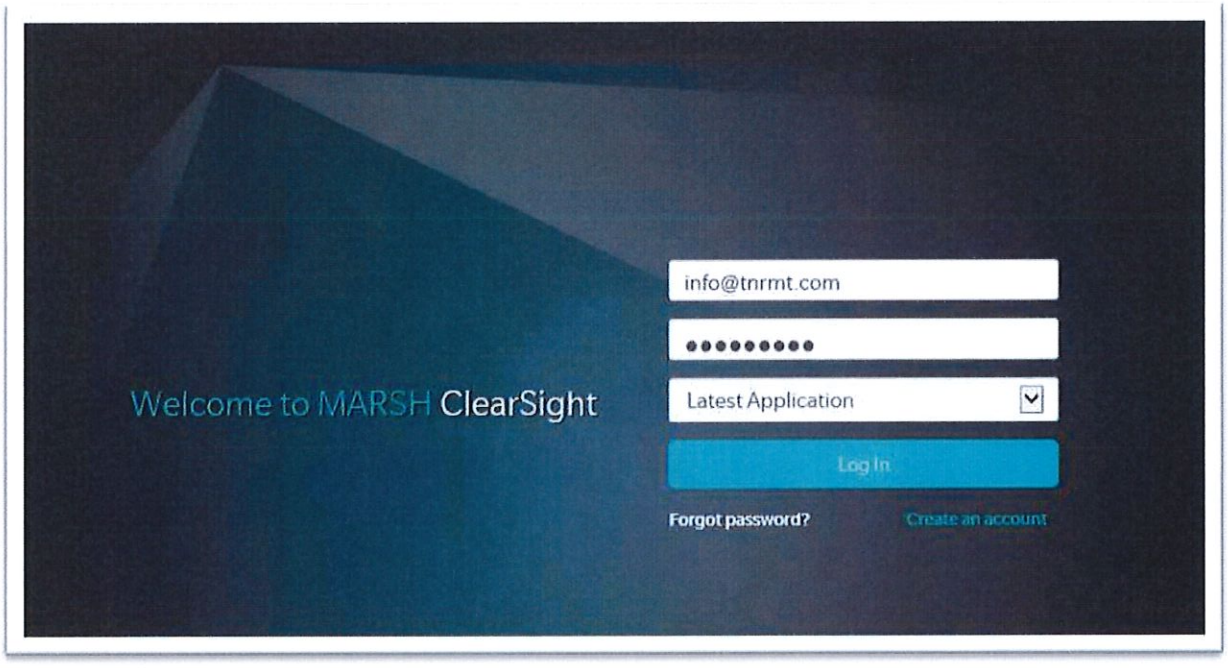
***Alternatively, you can navigate directly to the reporting site at https://my.marshclearsight.com/.***

**If you have not yet been provided unique login credentials, input the following generic credentials and click 'Log In':**

**Username:** **info@tnrmt.com**

**Password*:** **Welcome5!**

**Edition:** **"Latest Application"**




***password is case sensitive**

Last updated: 11/12/2018

SEC | SAFETY ENGINEERING & CLAIMS MANAGEMENT

TNRMT TENNESSEE RISK MANAGEMENT TRUST

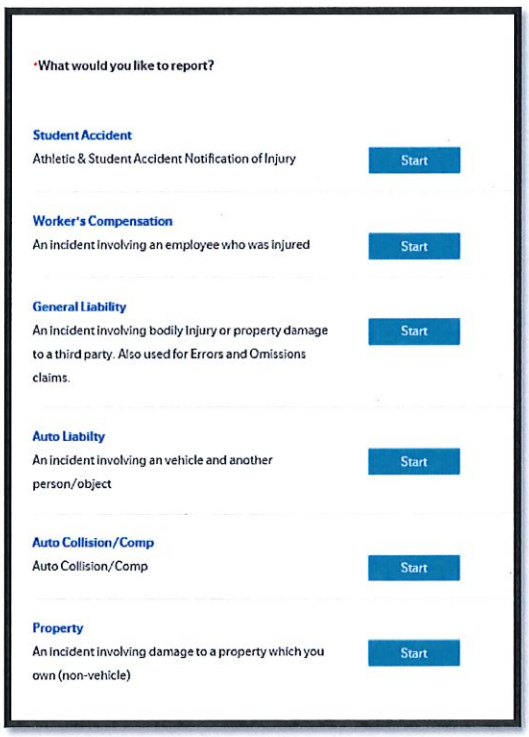
**2** **If prompted, choose 'Tennessee ClearSight Intake App V3'.**







**3** **Choose the type of claim you wish to report:**

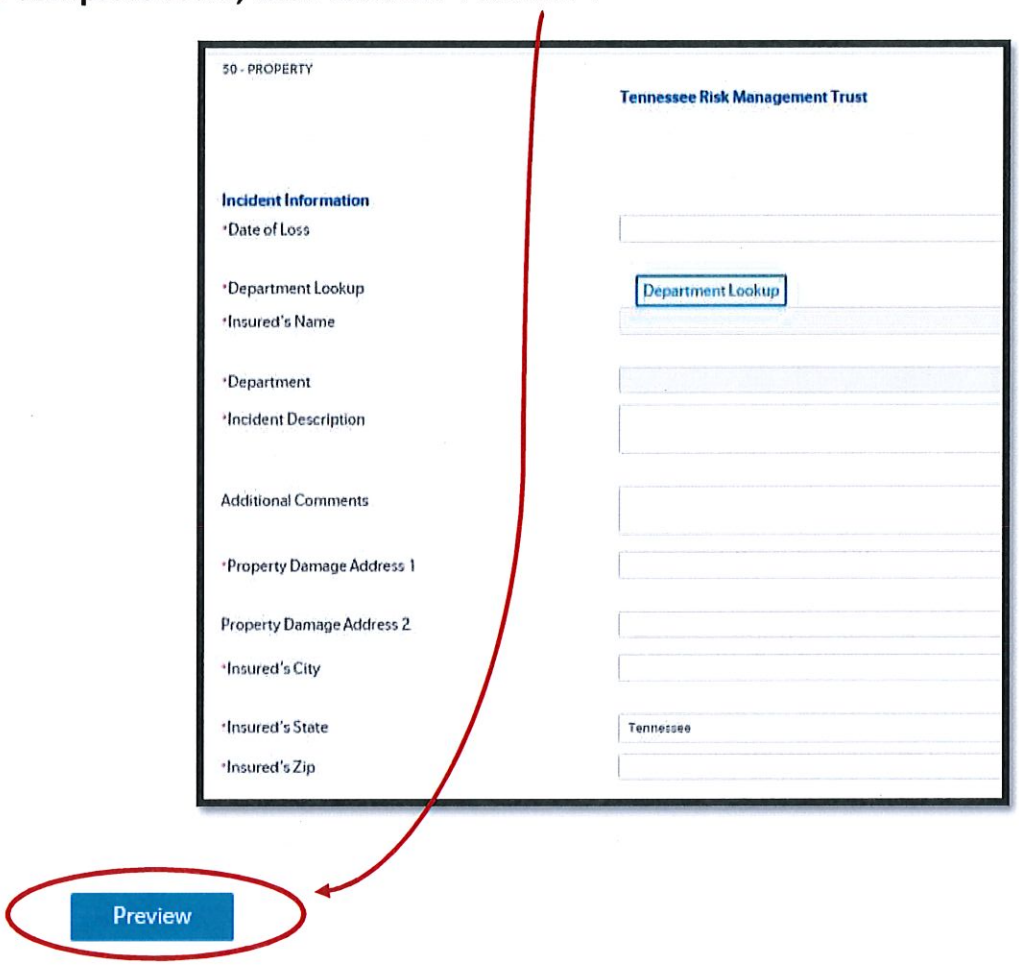



Last updated: 11/12/2018

SEC | SAFETY ENGINEERING & CLAIMS MANAGEMENT

TNRMT TENNESSEE RISK MANAGEMENT TRUST

**4** **Complete form, then click on 'Preview':**




**5** **Review the information, then click 'Submit' to submit the claim. If you need to edit the information, click 'Back'. You may also print the page using the print button located at the top right of the screen.**




**Once Submitted, you will get an event number in the format 'EV-######'. Keep this event number for your reference.**

Last updated: 11/12/2018

# Schedule Management

via the new

# NGU Member Portal

NGU
RISK MANAGEMENT

NGU Risk Management is pleased to provide our Member and Agent Portal for usage at renewal and throughout the year. As a member of TNRMT, you will need to utilize this new portal to access, print, edit, and update your Property, Vehicle, and Mobile Equipment Schedules.

To gain access to the portal, go to http://www.ngutn.com and complete the 'NGU Portal Access' form. Once reviewed, you'll receive an email with login credentials and further instructions.

Once you have login credentials, you can access the portal at http://www.ngutn.com/portal.

This eliminates delays in processing of schedule changes. You can print vehicle ID Cards as soon as the changes have been approved by NGU Risk Management.

As you are aware, TNRMT appraises your buildings. Unless you have made major renovations or additions, please adjust only the contents and equipment values based on your GASB 34 inventory report. For Mobile Equipment, items valued under $25,000 can be totaled into one lump amount.

**If you have questions or would like a tutorial, please contact Kyle Greenup at 615.822.5454 or kgreenup@ngutn.com.**

NGU
RISK MANAGEMENT

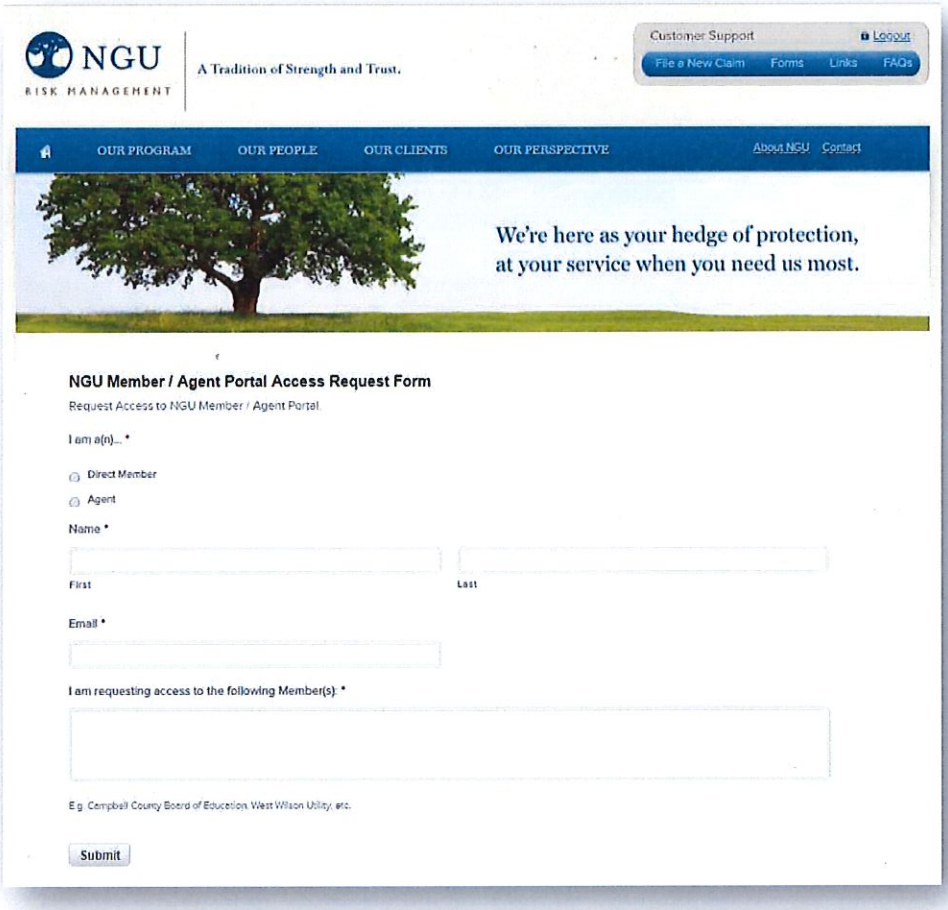
# Schedule Maintenance

## NGU Risk Management Member Portal

With the NGU Risk Management Member Portal, members and agents can maintain their Property, Vehicle, and Mobile Equipment schedules for insurance coverage purposes. You'll be able to add, remove, and edit you schedules throughout the year. You'll also find relevant documents and safety information for your use as well.

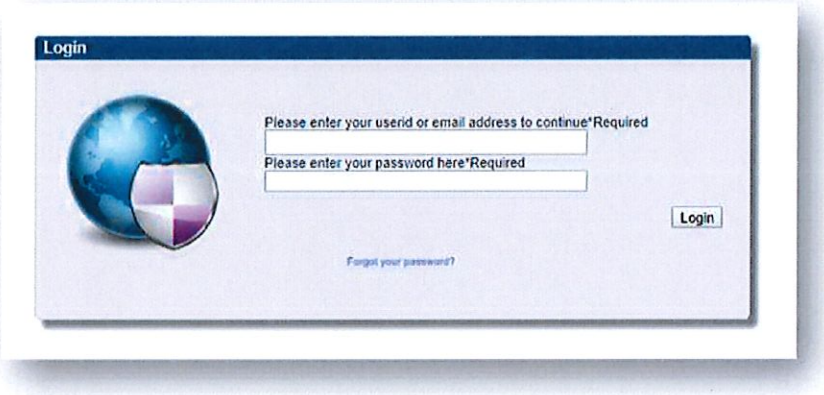
## Step 1: Request Access to the Portal

If you don't already have access to the NGU Member Portal, you can request access at http://www.ngutn.com/ngu-portal-access/. Simply fill in the form and click submit. The request will be sent to the NGU staff for review, and you will be contacted granting access to the portal.



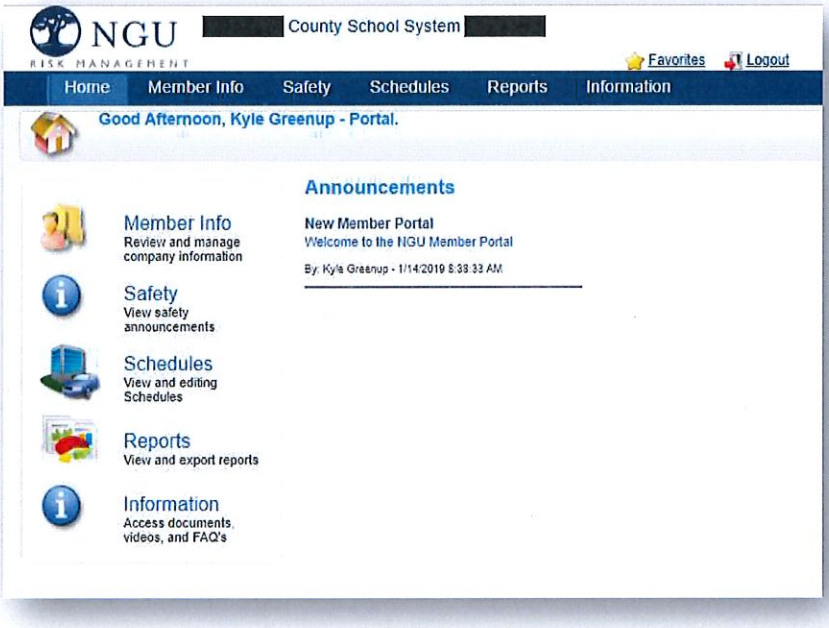
# Step 2: Login to the Portal

Once you have access to the NGU Member Portal, you can login at http://www.ngutn.com/portal.




# Step 3: Getting Familiar with the Portal

After login, you'll see 'Member Info', 'Safety', 'Schedules', 'Reports' and 'Information' across the top and across the left navigation. To perform schedule maintenance, click on Schedules. If you need schedule report(s), including Auto ID cards, click on 'Reports'. More on Reports later in this document.



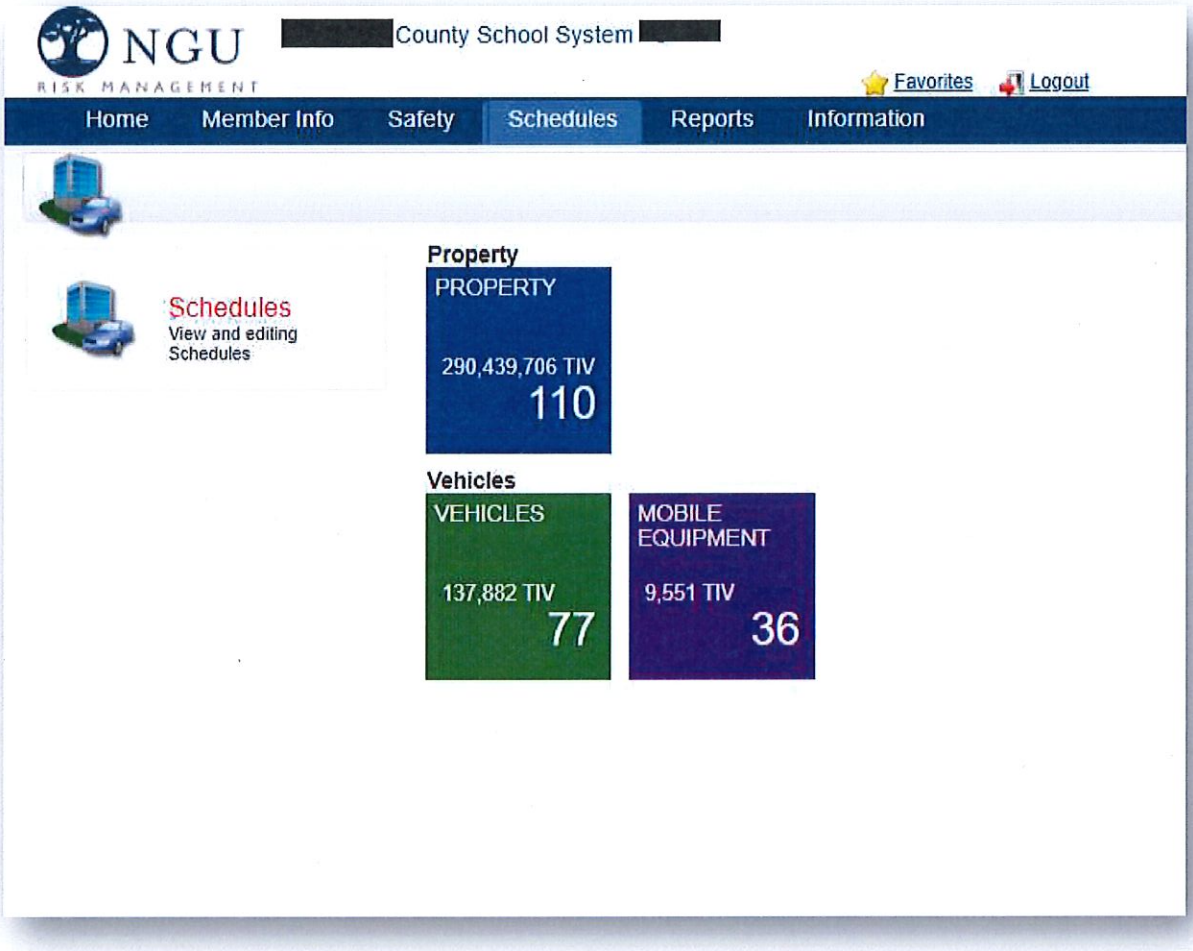
# Step 4: Schedule Maintenance

You'll see three tiles representing the three schedule options: Property, Vehicles, and Mobile Equipment. The tiles have grand totals for convenience. In this example you can see that there is a total of 110 property locations with a total insured value (TIV) of $290,439,706.

As you are aware, TNRMT appraises your buildings. Unless you have made major renovations or additions, please adjust only the contents and equipment values based on your GASB 34 inventory report.

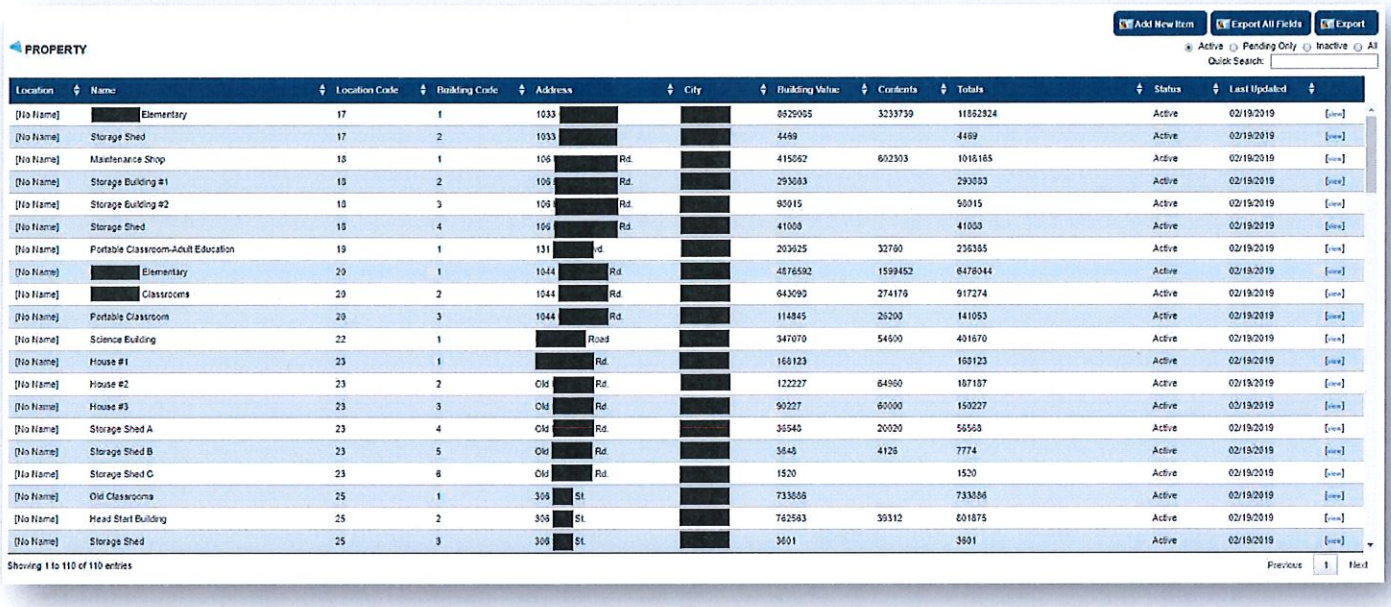
## STEP 4.1 – ADDING A PROPERTY RECORD

Let's do some schedule maintenance! For this example, let's choose to add a Property record. Click the blue 'PROPERTY' tile to begin.



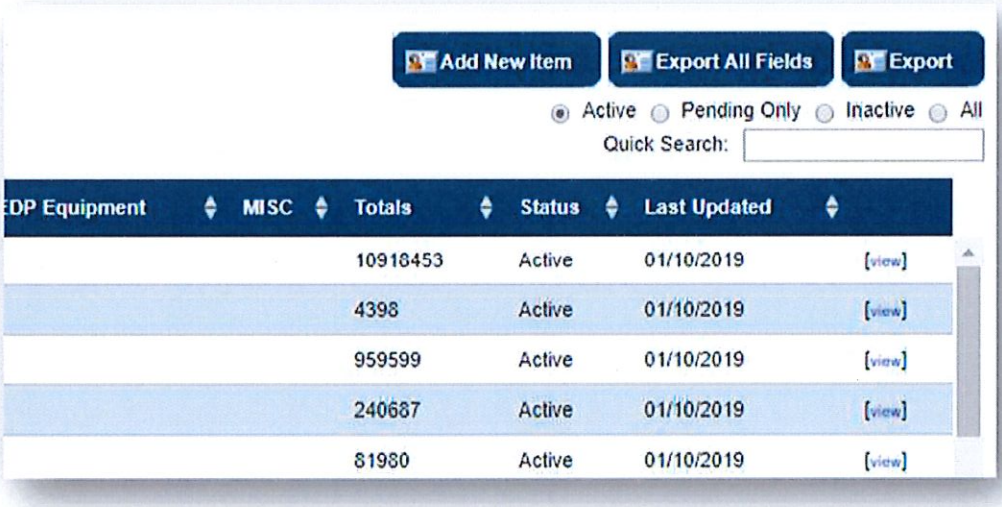
## STEP 4.2 – VIEWING OR EDITING THE PROPERTY LISTING

The first thing you see after you click on the PROPERTY tile is your property schedule in a grid format. From here you can edit locations by clicking '[view]' at the far right. If you need to search for a location, you can use the search feature or scroll vertically. Note that the locations are listed in order by Location Code and Building Code.

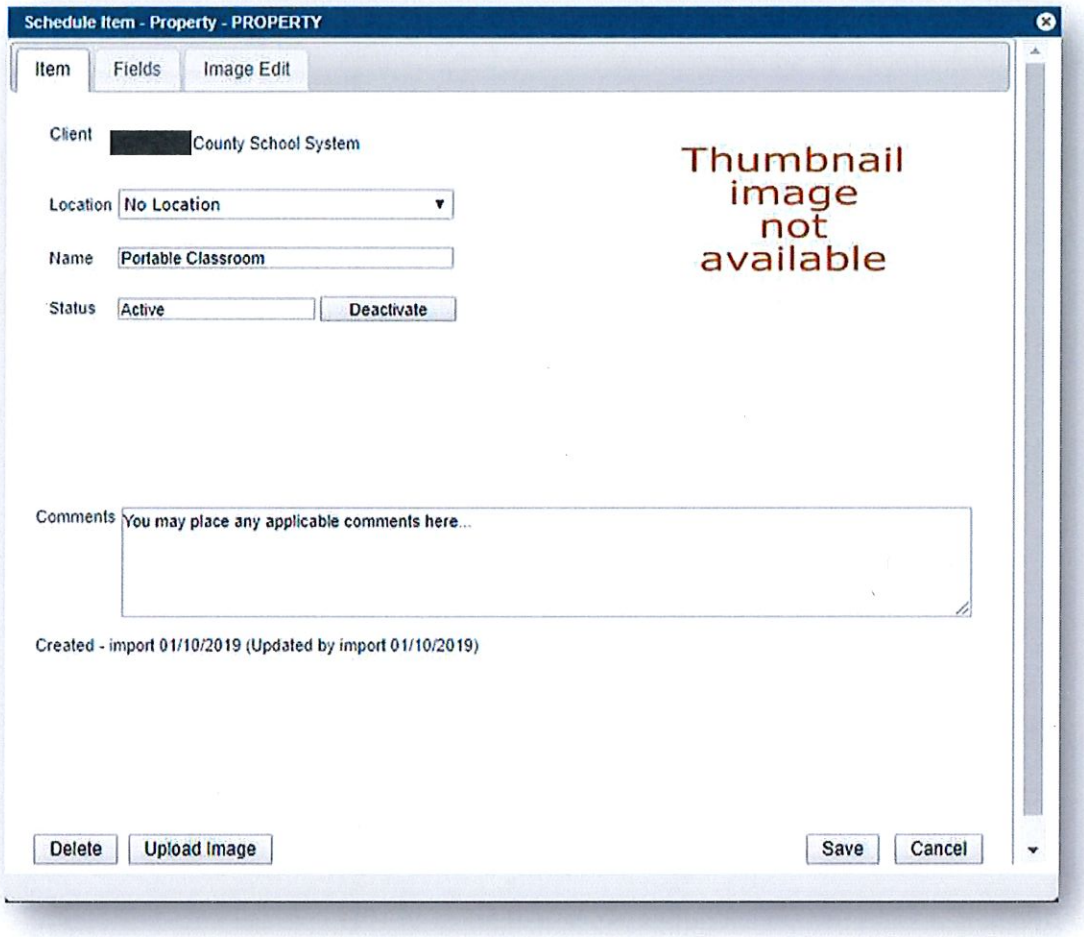



## STEP 4.3 – ADDING A NEW LOCATION

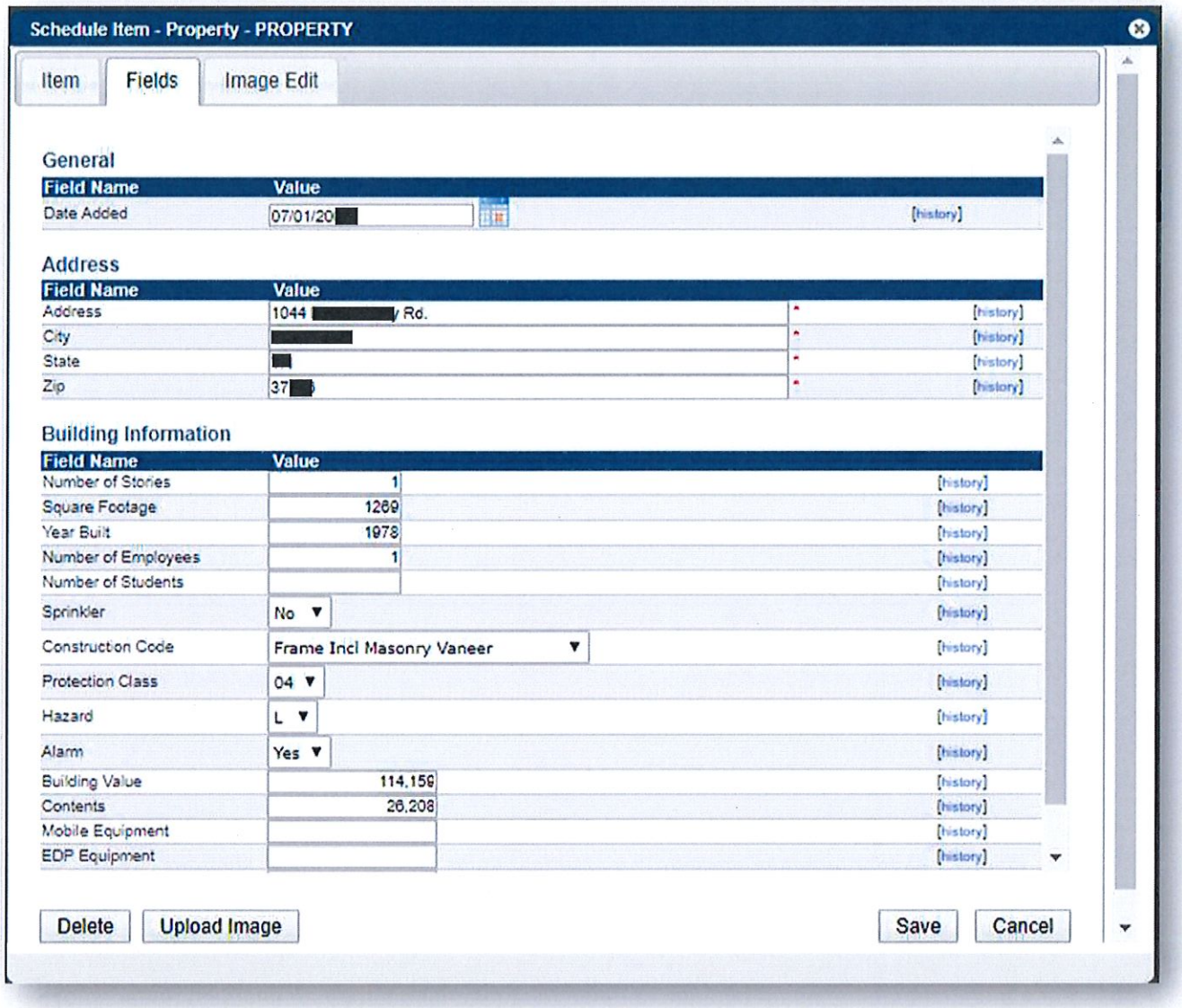
. ➢ To add a new location, click on 'Add New Item' at the top right of the screen. The new location window will display.



- On the Item tab, enter the name or description of the location. In this example, we're adding a portable classroom. Add comments if needed, then click 'Save'. Next, choose the 'Fields' tab.



- On the 'Fields' tab, fill in the applicable information. Required fields have a red asterisk. Once finished, click 'Save'. You can then close the form window using the close (x) icon at the top right.

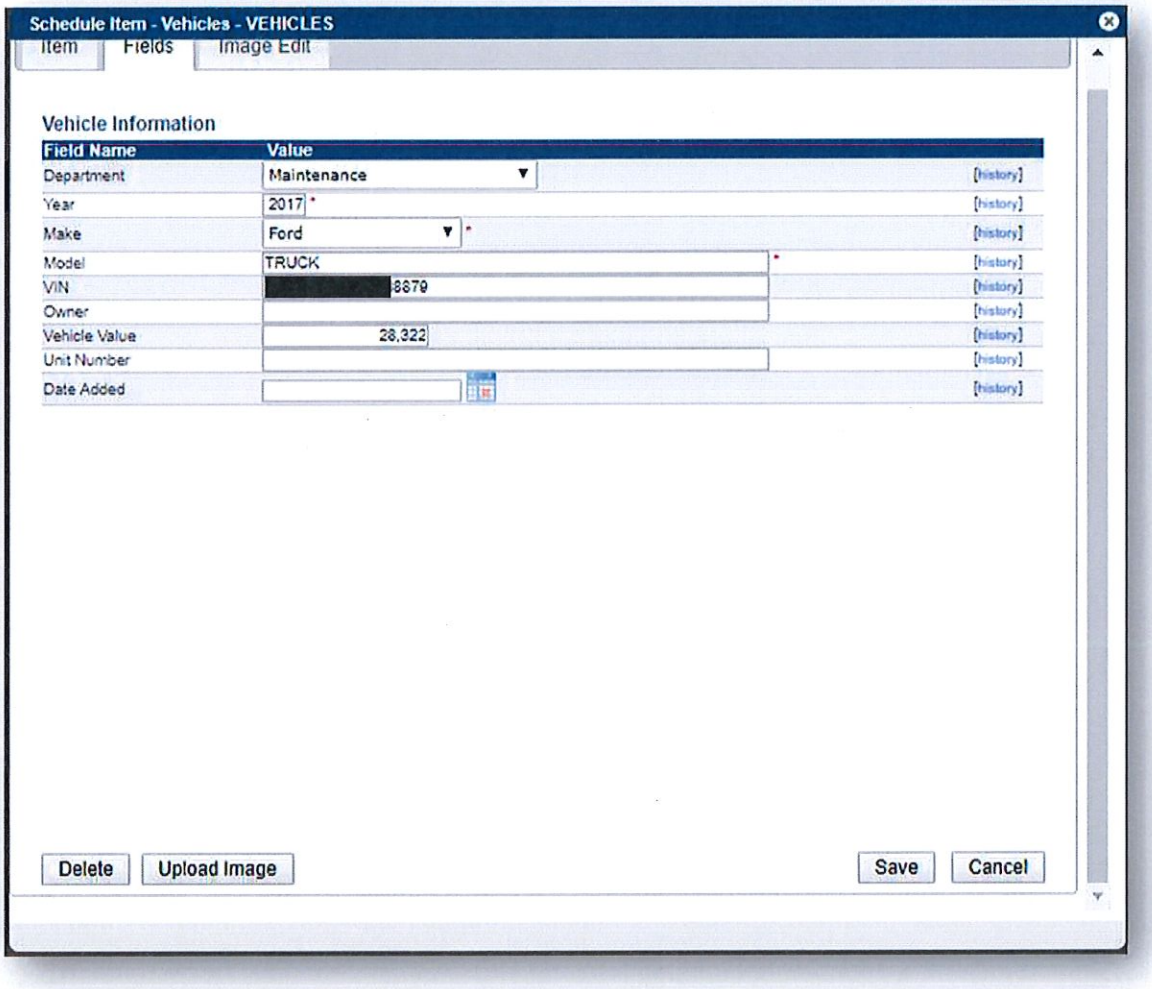


# Step 5: Editing Vehicles and Mobile Equipment

Vehicle and Mobile Equipment schedule maintenance is very similar to the procedure used for Property schedule maintenance. Loosely following the details in Step 4 will serve as a good guide for schedule maintenance for your Vehicles and Mobile Equipment. One exception is that you do not need to supply a name for a vehicle or piece of equipment like you do for property in step 4.3, but you do have to click "Save" before you can access the fields tab. As before, required fields have red asterisks.

Please note, coverage does not apply to contract buses unless they have been identified to us.

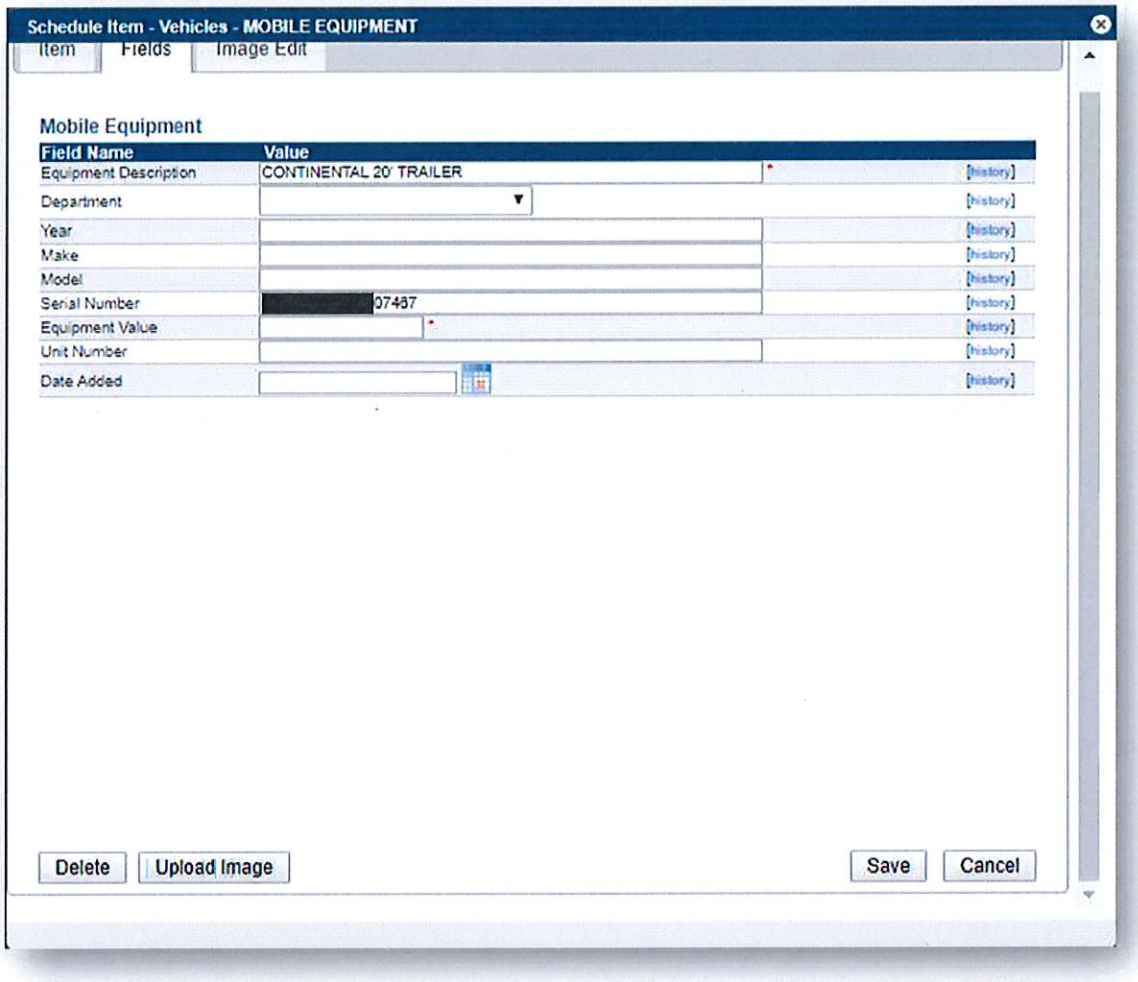
## STEP 5.1 - VEHICLE SCHEDULE FORM



NGU
RISK MANAGEMENT

## STEP 5.2 - MOBILE EQUIPMENT FORM

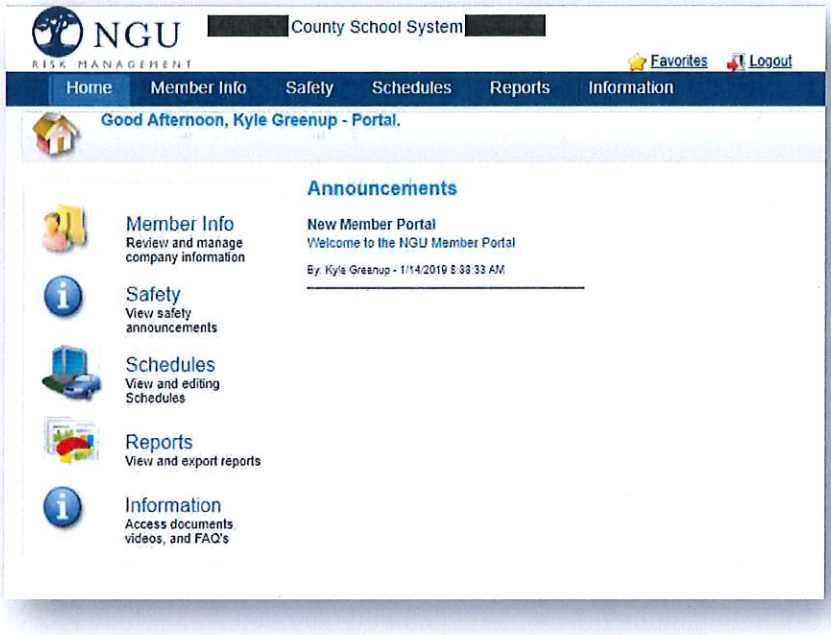
For Mobile Equipment, items valued under $25,000 can be totaled into one lump amount.



# Step 6: Printing PDF Reports

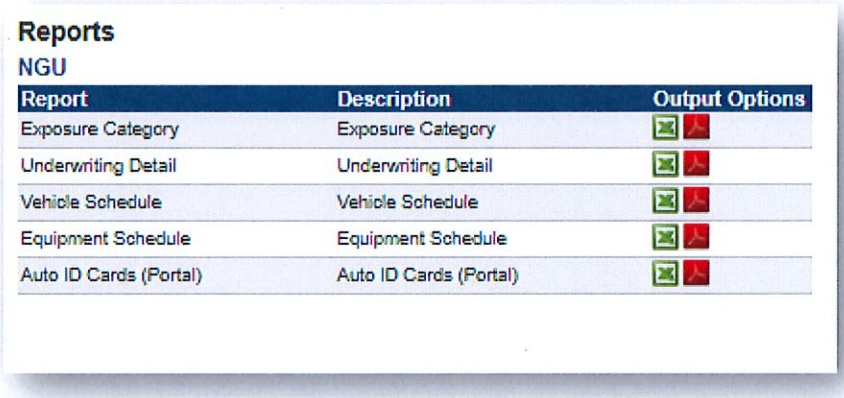
You can print PDF reports from the Member Portal. Your options are Property, Vehicle, Mobile Equipment, and Auto ID Cards. To access reports, simply click on 'Reports' in the navigation.

STEP 6.1 – CLICK ON 'REPORTS' IN THE NAVIGATION




STEP 6.2 – CHOOSE THE DESIRED REPORT

You have two output options, PDF or Excel. Each option will prompt you to download a file which is the report itself. Each web browser handles file downloads differently, and it is possible you need to allow pop-ups from the portal within your browser.



REPORT DESCRIPTIONS

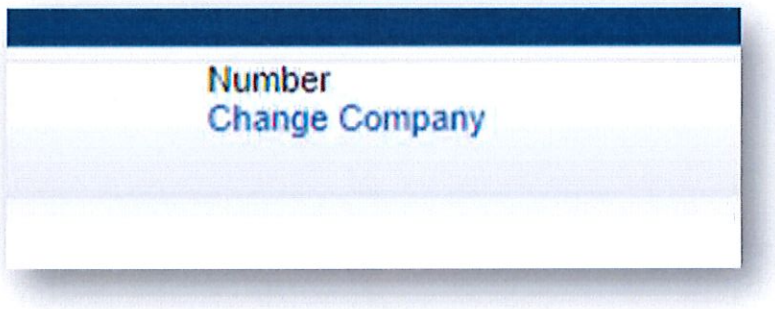
| Report Name | Description |
|---|---|
| **Auto ID Cards (Portal)** | Access your Auto ID Cards. Use 'CRTL+F' to quickly find the vehicle. |
| **Equipment Schedule** | Listing of Mobile Equipment, broken down by department |
| **Exposure Category** | Listing of all values associated with your Property Schedule |
| **Underwriting Detail** | Listing of Property including address, location and building code, building value, contents value, and grand total. |
| **Vehicle Schedule** | Listing of Vehicles, broken down by department. |

ALTERNATIVE EXCEL REPORT FORMAT

You may have noticed back in the Schedule Maintenance section a button called 'Export All Fields'. This button will export the entire schedule (Property, Vehicle, or Mobile Equipment) into a table-based Excel format.

# A Note to Agents

If you are an agent and require access to multiple member schedules, you will be able to do so by clicking the 'Change Company' feature along the top middle of the Home screen:




When you click 'Change Company', you'll see a list of members that have been assigned to you. You can switch between members in order to manage schedules, print reports, etc.

NGU
RISK MANAGEMENT

# Support

If you have questions or need support, please contact:

**Kyle Greenup**
**NGU Risk Management**
111 Hazel Path
Hendersonville, TN 37075
615.822.5454
kgreenup@ngutn.com

# TENNESSEE RISK MANAGEMENT
# CONTACT SHEET

| | | |
|---|---|---|
| **NGU Risk Management**<br><br>**John Evans**<br>**jevans@ngutn.com**<br><br>**Tom Montgomery**<br>**tmontgomery@sectn.com**<br>**or**<br>**Betsey Sullivan**<br>**bsullivan@ngutn.com** | **1-877-822-6161**<br><br>**1-877-822-6161**<br><br>**1-877-822-6161** | •All Property, Liability and Workers Compensation Coverage<br>•TNRMT Premium, Renewals, Trust Information Packet<br>•Education Programs for Risk Management<br>•Safety Info/Questions<br>•Safety Audits<br>•Safety Manual & Safety Policies<br>•Safety in Service<br>•In Trust Newsletter |
| **Dawn Wiles**<br>**dwiles@tnrmt.com** | **1-888-743-4336, Ext. 396** | •Workers Compensation Claims Processing and Claims Questions |
| **Tom Stanley**<br>**tstanley@tnrmt.com** | **1-888-743-4336, Ext. 138** | •Property & Board Liability Claims Processing and Claims Questions<br>•Student Accident |

## EMERGENCY CLAIMS REPORTING

In the event of a claim emergency, please notify:

**Tennessee Risk Management Trust**
**404 BNA Drive, Suite 208**
**Nashville, TN 37217**
**888-743-4336**

**For Workers Comp Emergencies, contact Dawn Wiles, WC Claims Supervisor @ 615-979-7519**

**For Property/Casualty Emergencies, contact Tom Stanley, PC Claims Supervisor @ 615-970-9537**

**Alternative Contact, Tom Montgomery, Vice President @ 615-714-2605**

# Loss Control

The TNRMT Loss Control Department was developed in 1989. The employees of the Loss Control Department, along with the technical support staff, are very knowledgeable in the fields of governmental and school operations and risks.

The Loss Control Department conducts regular audits and conducts training meetings. These meetings help control loss exposure as well as provide excellent educational training. TNRMT places great emphasis on safety training to help eliminate losses. Member input is extremely important to ensure satisfaction and member retention.

The TNRMT Technical staff is always available to offer their assistance with any aspect of the TNRMT program. Member satisfaction and retention are the primary goals of TNRMT.

## Contacts


**Middle Tennessee**

| | | |
|---|---|---|
| **Chris Stites** | **cstites@sectn.com** | **(615) 822-5454**<br>**(877) 822-6161** |

**West Tennessee**

| | | |
|---|---|---|
| **Mark Bilyeu** | **mbilyeu@sectn.com** | **(615) 822-5454**<br>**(877) 822-6161** |

**East Tennessee**

| | | |
|---|---|---|
| **Jason Baggett** | **jbaggett@tnrmt.com** | **(865) 228-8835** |
| **Tom Montgomery** | **tmontgomery@sectn.com** | **(615) 826-4274**<br>**(866) 826-4274** |

# IMPORTANT NOTICE

**Please distribute to School Director, Transportation Director, Athletic Director, Principals, Coaches and any others who transport students.**

## YOU MAY BE IN VIOLATION OF FEDERAL STANDARDS AND USING UNINSURED VEHICLES FOR PUPIL TRANSPORTATION!

If your school district is currently using passenger vans designed to carry more than 10 persons (including the driver) to transport students, you are in violation of federal safety standards. These vans do not meet federal motor vehicle safety standards for **any kind of pupil transportation** to or from school or school related activities. (Federal Motor Vehicle Safety Standards and Regulations 217, 220, 221, 222, 301)

Furthermore, these vehicles are not covered through your Tennessee Risk Management Trust (TNRMT) policy. Use of these vehicles for pupil transportation is very dangerous to the passengers and exposes the school district and responsible individuals to liability lawsuits. Any insurance policy, TNRMT included, has an exclusion for intentional acts. Failure to comply with federal motor vehicle safety standards could be considered an intentional act of negligence in a court of law. School districts and school officials do not have immunity for willful or wanton acts, or acts of gross negligence.

**If you are currently using these vehicles to transport students,**

# STOP!

**If you have any questions concerning your coverage, contact Betsey Sullivan or Tom Montgomery at 615-822-5454.**




## TNRMT Awards Safety Grants to Members for Direct Impact on Employee Safety

To enhance our TNRMT Members' safety efforts, we are proud to offer our Safety Grant Program.

The criteria to receive a grant is that all projects must have a direct impact on employee safety or the reduction of liability exposures. Our goal is to ensure that the funds impact safety from a proactive perspective.

TNRMT recognizes that safety awareness and training are vital components of any effective safety program. Our loss control staff is dedicated to working with you in any way possible to make your workplaces and workdays safer and more productive.

We take safety very seriously and we hope these grants will help our members actively pursue a strong safety culture.

Our primary goal is to reduce and eliminate workplace injuries by providing and improving opportunities for the identification and elimination of risk.



# STOPit SOLUTIONS™



# TNRMT
TENNESSEE RISK MANAGEMENT TRUST

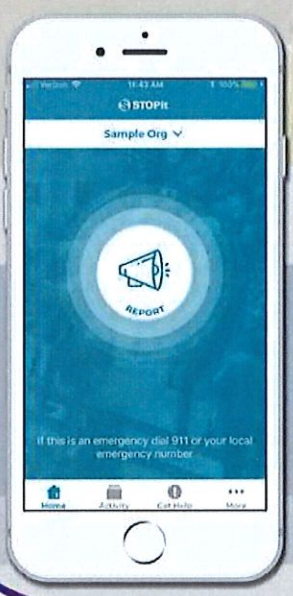
The **Tennessee Risk Management Trust** is proud to partner with **STOPit Solutions ™,** a leading technology company providing software and services that mitigate, deter and control inappropriate conduct, including but not limited to Bullying, Cyber-Bullying, and other potentially harmful acts. With STOPit, you have a trusted platform that creates real-time awareness for your school district.

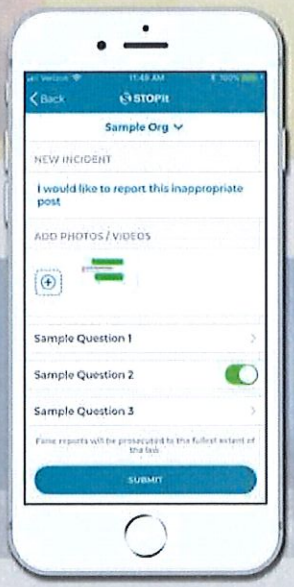
Using STOPit's mobile app, your students can use the "**Report**" button to submit reports that consist of text, photos, and/or videos to your organization's pre-determined contacts. Students can also the anonymous two-way communication system by using the "**Messenger**" button, creating an anonymous chat session between themselves and your staff members.

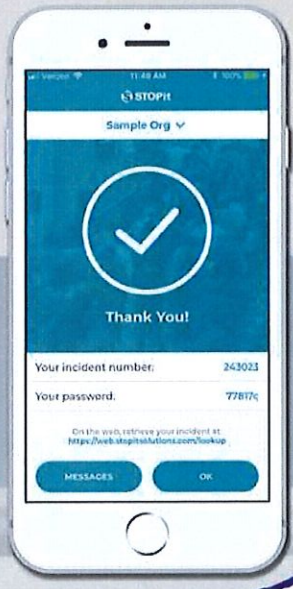
As a TNRMT Member, you are eligible for special pricing on STOPit's platform. Empower your students with this state-of-the-art service that gives them a voice to speak up and become **"Upstanders"** – those that say something when they see something. For more information about STOPit Solutions™ platform, call NGU Risk Management or visit **www.stopitsolutions.com** today.

**STOPit Solutions is always improving. New features include:**

- **Anonymous Hotline** – STOPit Solutions provides this service to allow a 4th way to report in addition to mobile, web, and in-person.
- **SEL (Social & Emotional Learning) Center** – Professionally-developed Mental Health content for administrators to quickly access content on the STOPit platform. This content is admin-facing and student-facing (grade-level appropriate).
- **24/7/365 Incident Monitoring Service** – STOPit's Certified Agents view every report within 2 minutes and contact pre-defined contacts at your organization for emergency situations or imminent threat to oneself or others.



TNRMT

TENNESSEE RISK MANAGEMENT TRUST

*and*

# BUSTER THE BUS™




## ABOUT BUSTER THE BUS™

Buster is an outstanding robotic school bus used to teach children important lessons about school bus safety.

As a TNRMT Member, you can reserve Buster the Bus ™ for your school district's training needs at no charge. Use Buster to teach your students bus safety in a fun, interactive way that will capture and hold their attention from start to finish.

## GREAT FOR ELEMENTARY SCHOOLS

## HOW TO RESERVE

Call your TNRMT Safety Representative to reserve Buster the Bus™ for your school district today!

## EAST TN

Jason Baggett
865.228.8835
jbaggett@tnrmt.com

## MID TN

Chris Stites
615.289.4101
cstites@sectn.com

## WEST TN

Mark Bilyeu
615.210.7827
mbilyeu@sectn.com

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**3074 HICKORY VALLEY ROAD**
**CHATTANOOGA, TENNESSEE 37421**

**MEMORANDUM**

**TO**: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**FROM:** Brent Goldberg, Chief Business Officer

**DATE:** June 20, 2019

**RE:** TPA Services Renewal with Collins & Company, Inc.

Board approval is recommended to renew the contract with Collins & Company for third-party administration (TPA) services related to our On-the-Job Injury Program.

Collins & Company has provided excellent service to Hamilton County Schools since 2009 and renewal is recommended.

Mr. Brent Goldberg
Chief Business Officer
Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, TN 37421

June 20, 2019

Dear Mr. Goldberg,

Collins & Company TPA Services Renewal

We recommend to the Hamilton County Department of Education to renew the proposal for TPA Services Collins & Company effective July 1, 2019.

Collins & Company has been providing excellent service to Hamilton County Department of Education for the past 8 years. There is an increase of $76 for each lost time claim filed. Looking at the difference in cost based on our previous years claims history that difference would have looked like.

2015 - additional $1140.00
2016 - additional $76.00
2017 - additional $152.00
2018 - additional $152.00

In consideration of the previous 3 years that premiums have been flat and the outstanding claims service we have experienced, we recommend that this renewal be approved.

Best regards,

Ed Adams, SPHR
Risk Management Consultant to
Hamilton County Department of Education

# *EXHIBIT A*
# *PRICING*

PERIOD: June 1, 2019 through June 30, 2022 with 2 – (1) year additional Options.

| SERVICE FEES PER CLAIM RATE: | | |
|---|---|---|
| | Per Lost Time Claim | $725.00 |
| | Per Medical Only Claim: | $200.00 |
| | Per Record Only Claim: | $30.00 |

Fees will be billed monthly in advance and will be for one year of service.

Subsequent year handling for all claims will be charged at the rate of $350.00 per claim per year from the anniversary date of the individual claim until conclusion.

All take-over claims will be handled at no charge.

Any specialized computer programming for special reports will be at $99.00 per hour rate.

**THERE IS NO ADMINISTRATIVE FEE CHARGED.**

ADDITIONAL CHARGES:

Additional charges to the above rates would be as follows:

| | |
|---|---|
| Administration Fee | $2500.00 per Year |
| Mileage | $0.51 per mile |
| Medical Bill Review | 21% of PPO/Audit Savings/INCLUDES NURSE AUDIT and Specialty Audit |
| First Fill Program | NO CHARGE (Other than the individuals RX Cost) |
| Subrogation | 15% of Recovery |
| Official Records/Medical Reports | At Cost to obtain-NO MARKUP |
| Postage | Included with Admin Fee |
| Check Stock | Included with Admin Fee |
| Indexing | Included with Admin Fee |
| Outside Investigative Services | $ 85.00 per hour |
| On-line Access for two users | Included with Admin Fee |

NO CHARGE for the use of CCMSII (computer system); the claims data will be owned by the Hamilton County Department of Education

# *SERVICE AGREEMENT*

This Agreement constitutes the Agreement between Collins & Company, Inc.; (Service Company) located at 555 River Street, Chattanooga, TN 37405 and Hamilton County Department of Education (Client), a Tennessee corporation with the Risk Management Office located at 3074 Hickory Valley Road, Chattanooga, TN 37421.

## I. OBLIGATIONS AND SERVICES TO BE PERFORMED BY COLLINS & COMPANY, INC. CONSISTENT WITH AND AS SPECIFIED IN THE PRICING AND THE LOSS FUND ACCOUNT AGREEMENT:

With regard to CLAIMS ADMINISTRATION, Service Company shall in a timely manner:

(A) During the term of this Agreement, review all claim and loss reports received from Client that are required to be reviewed under the Third Party Administration Program (a "Qualified Claim"), and establish and process each such claim or loss report in accordance with applicable statutory and administrative regulations;

(B) Conduct an investigation of each Qualified Claim under subparagraph (1) to the extent necessary by Service Company to properly perform its obligations hereunder;

(C) Arrange for independent investigators, appraisers, or medical or other experts to the extent necessary by Service Company in connection with processing any Qualified Claim;

(D) Pay benefits, expenses, and adjust, settle or resist each Qualified Claim, but only if in the sole judgment of Service Company, such payment would be prudent for Client and the anticipated amount thereof does not exceed the limit specified in accordance with paragraphs 4F and 4G below, or as Client specifically approves or directs such action in writing which is agreed to by Service Company;

(E) Maintain a file for each Qualified Claim including a chronology of events or actions taken on the file which shall become the property of Client and which shall be available for review by Client or Insurer, respectively, at any reasonable time;

(F) Notify excess or umbrella insurers of each Qualified Claim with values that may exceed Client's retention, providing such insurers with necessary information on the current status of those claims, unless relieved of this obligation by Client pursuant to paragraph 4A;

(G) Monitor and/or assist Client's counsel, if requested, in preparing the defense of litigated or contested cases arising out of Qualified Claims, negotiating settlements and pursuing subrogation or contribution actions, and attending any judicial or administrative hearings as necessary and applicable;

(H) Maintain a current estimate of the expected total cost of each Qualified Claim establishing appropriate reserves, based on facts known at the estimation date, but is not trended or actuarially developed.

(I) Use Service Company's data management system to furnish the Client with selected loss and information reports (three copies or perhaps by email if requested by Client) either monthly, quarterly or annually which are entitled:

(1) Loss Run Report (monthly)
(2) Check Register (weekly) – including a listing of all payments made during period including file number, claimant name, date of loss, date paid, amount paid, payment type and payee.

(J) Service Company will retain and store files up to five years from the date of the injury/incident at no additional cost. If the Client requires the files to be stored longer than five years from the date of injury/incident, additional charges could be negotiated with the Client, or files can be picked up by Client at no charge for self-storage.

(K) Establish, monitor, evaluate and follow-up on all treatment recommended by any care provider treating Client's employees for work-related injuries. This shall include establishing and notifying employee by telephone and the Risk Management Office (email is acceptable) of all appointments and the Risk Management Office of all missed appointments. This shall also include obtaining all necessary medical notes and assisting the Client in establishing the return-to-work status of injured employees in terms of their ability to do or not to do all or a portion of their normal job tasks.

(L) Client may assume control and handling of any claim at any time, and Service Company agrees to promptly deliver any claim file or files which it may request, but without offset or deduction of fees or charges payable by Client to Service Company for services already rendered or due.

(M) Service Company agrees to indemnify, defend and hold Client, its Elected Officials, Appointed Officials, Directors, Boards, Officers, Agents, Commissions, Employees, and Representatives harmless from and against any and all damage, loss, costs and expenses whatsoever (including, without limitation, attorneys' fees and litigation expenses) incurred by Client by reason of any negligent, grossly negligent or willful act or omission of Service Company to the extent allowed by Tennessee law.

(N) Service Company will ensure that the various files are reviewed by appropriate managers or supervisors on a periodic basis as determined by Service Company.

(O) Service Company shall not provide managed care services. However, as necessary and mutually agreed to by Service Company and Client, independent case managers may be assigned to specific cases to work with employees to expedite the employee's treatment and return-to-work as feasible.

(P) Service Company shall not provide any loss control services.

(Q) Service Company may subcontract to its affiliated corporations various services to be provided under this Agreement. It is understood, however, that Service Company will be responsible for the performance of all services to be provided to Client hereunder in accordance with this Agreement, including any subcontracted services.

(R) Service Company may, at Client's request and discretion, assume handling of specified files currently being handled by existing administrator to conclusion. This shall be done on a case by case basis at a fair and agreed price, based on the amount of work done and to be done to bring the file to closure. This may include full or partial application of flat rate, time and expense rate or other agreed compensation as deemed fair by both parties.

(S) To issue its checks from its bank account (Loss Fund Account) to be funded by Client as set forth in Exhibit B, attached hereto and made a part hereof, for the payment by Service Company of claims and allocated loss adjustment expense associated with claims for which Service Company is providing claims adjusting services hereunder.

## II. OBLIGATIONS OF HAMILTON COUNDTY DEPARTMENT OF EDUCATION:

A. Client shall provide Service Company in a timely manner with any excess insurance or umbrella insurance information for the policy years necessary for proper notification of applicable Qualified Claims to such insurers by Service Company.

B. Client shall pay to Service Company fees, including the flat rate for the various types of claims, hourly rate and other allocated loss adjustment expenses incurred by Service Company, as defined in the attached pricing.

C. Client shall at all times provide funds adequate for the payment of Qualified Claims, including allocated loss adjustment expenses. For purposes of this Agreement, allocated loss adjustment expenses shall mean all costs, charges or expenses incurred by Service Company, its agents or its employees, which are properly chargeable to a Qualified Claim including, without limitation, court costs, fees and expenses of attorneys, independent adjusters, investigators, appraisers, medical cost containment service providers, experts and witnesses, and fees for obtaining diagrams, reports, documents and photographs as defined in Section III of this agreement.

D. Client shall deposit funds for payment of Qualified Claims, including allocated loss adjustment expenses, in a bank account or accounts established by and belonging to Client. Client shall have full responsibility for the care, custody and control of such account or accounts, but shall arrange for Service Company to write checks, subject to the limitations set forth in this agreement, on the account or accounts for use in the payment of Client's Qualified Claims. Such funds shall be provided at the inception of the Program and replenished promptly from time to time thereafter.

E. Service Company shall have full discretion to make an individual payment of up to $5,000.00 on any Qualified Claim, except as set forth in paragraphs I.D. above and G below. This amount may be changed at any time by Client upon ten (10) days prior written notice to Service Company. It is agreed that Service Company shall have full authority and control in all matters pertaining to the payment, processing, investigation and administration of Qualified Claims within the limit established by this paragraph.

F. Service Company shall have full discretion to redeem, compromise or settle any Qualified Claim for an amount not to exceed $5,000.00. This amount may be changed at any time by Client upon ten (10) days prior written notice to Service Company. Failure of Service Company to settle a Qualified Claim within such limit, however, shall not subject Service Company to any liability whatsoever in the event of an adverse judgment entered by any court or the settlement of such Qualified Claim for an amount in excess of such limit.

G. It is expressly understood that Service Company shall not be required to advance its own funds to pay losses or allocated loss adjustment expenses for any Qualified Claim hereunder. It is further understood that if Client fails to promptly provide funds sufficient to allow required payments to be made timely, Service Company will have no obligation to perform any further services and may terminate this Agreement upon five (five) business days prior written notice to Client.

H. Should Client fail to make timely payments of any service fees due Service Company or should Client in any other way breach this Agreement, Service Company shall then have

the right to refuse to perform any further services. If Service Company elects to exercise its rights under this paragraph, in addition to all other legal or equitable remedies, Service Company will have the right to its full minimum fee, if any, as well as any other fees for which Service Company may be eligible, and may collect such fees from any loss fund that may be in Service Company's care, custody, and control.

I. Client agrees Service Company is employed in a capacity as agent of client. Client shall indemnify, defend, and hold harmless, Service Company and their employees for any and all claims arising out of matters related to handling of the clients On-the-Job Injury Policy administration and adjustment, exclusive of any misconduct, inappropriate action or negligence on the part of the agent, Service Company, to the extent allowed by Tennessee Law, and not in excess of the limits defined in TCA 29-20-101-et.seq.

J. Client agrees to indemnify, defend and hold Service Company harmless from and against any and all damage, loss, costs and expenses whatsoever (including without limitation, attorney's fees and litigation expenses) incurred by Service Company or by any of Service Company's directors, officers, attorneys, employees, agents or other representatives, by reason of any negligent, grossly negligent act or omission of Client or of Client's Directors, Boards, Officers, Agents, Employees or other Representatives taken or omitted to be taken pursuant to this agreement to the extent allowed by Tennessee law, and not in excess of the limits defined in TCA 29-20-101-et. seq.

K. Client and Service Company agree that, as applicable to either or both parties, all Tennessee Insurance Laws, Regulations and lawful orders of the Commissioner shall be followed and fully adhered to, including, but not limited to, Tenn. Code Ann. § 50-6-405 and Tenn. Comp. R. & Regs., 0780-1-81.

## III. COMPENSATION AND EXPENSES:

Exhibit A (Pricing) contains specifications, definitions, pricing structure and information on and parameters for the Account and are made a part hereof for the term of this agreement.

Further clarification includes the following:

A. The fee for workers' compensation claims covers one year of claims handling and will be re-billed for the amount stated in Exhibit A (Pricing) at expiration for each subsequent year until the file is closed.

B. Subrogation files will be handled at 15% of recovery.

C. Any accident or occurrence resulting in five or more declared claimants shall be claimants shall be treated as a catastrophic claim and will be billed at time and expense.

D. Any additional services required by Client that are outside the normal claims administration will be billed monthly at a rate of $89.00 per hour. If the client requires any special programming by Service Company's Information Systems Department will be charged at a rate of $89.00 per hour. All invoices for such services shall be rendered monthly, and shall be payable within thirty "30" days of issuance.

E. Allocated Loss Adjustment Expense

The term "Allocated Loss Adjustment Expense" shall include the following items of expense incurred or authorized by Service Company as may be reasonable and necessary in connection with its provision of claims services:

1) Medical Examinations of claimants including transportation if necessary
2) Reports from attending physicians
3) Attorneys' fees and disbursements
4) Court reporter services and transcripts
5) Stenographic services and transcripts
6) Witness fees
7) Court costs
8) Printing costs related to trials and appeals
9) Testimony, opinions, appraisals, reports, surveys and analyses of professionals and experts.
10) Appeal bonds
11) Automobile and Property Appraisals
12) Trial and hearing attendance fees
13) Reports from government agencies and branches
14) Credit Bureau reports
15) Surveillance and private investigator services
16) Photographs
17) Medical or vocational rehabilitation
18) Medical cost containment services such as bill review, audit, preferred provider organization, pre-admission authorization and medical case management incurred at the request of the Client.
19) Extraordinary claim investigation and/or travel expense incurred at the request of the Client.
20) Any similar service related to the investigation and defense of a particular claim, or the protection of and collection of subrogation rights of the Client, for which Client shall have given prior approval.

## IV. TERMINATIONS AND AMENDMENT:

The commencement date ("Commencement Date") of this Agreement shall be April 1, 2019, for a period of three (3) years with a renewal option of two (2) one (1) year periods with mutual consent of both parties. This commencement date and may be terminated by Service Company or Client, with cause, by giving one hundred twenty (120) days prior written notice to the other party, such notice to be delivered in person or sent to the appropriate address set forth herein, or to such other address of which the sending party has received written notice. Any compensation earned by Service Company, Inc. up to the date of actual termination, shall be paid to Service Company as specified in Section III.

This Agreement may be amended by the mutual consent of the parties hereto, but any such amendment shall be effective only if it is in writing and signed by Service Company and by Client.

Client may require Service Company to conclude the handling of all claims occurring during the term of this agreement whether reported before, or after, the effective date of termination of this agreement subject to the terms, conditions and limitations of this agreement.

Client may require Service Company to return some or all open and/or closed claim files. Such return of open and/or closed claim files shall not result in any expense or reduction in per claimant fees for all flat rate claims referred to Service Company prior to the effective date of termination.

This agreement may be terminated immediately by Service Company or Client if the other party is rendered or becomes insolvent, is unable to pay debts as they come due, is adjudicated a bankrupt,

or files, or becomes subject to a petition of any insolvency, creditors or bankruptcy law, or has a receiver, liquidator or trustee of substantially all of its assets appointed by a court of competent jurisdiction.

## V. INSURANCE REQUIREMENTS

Service Company agrees to maintain errors and omissions/ professional liability insurance, commercial general liability insurance, business automobile liability insurance and workers' compensation\employer's liability insurance covering the employees and operations of Service Company.

## VI. GEOGRAPHIC LIMITATIONS:

This Agreement shall cover all operations of Client in Tennessee and Georgia. It may, on occasion, include covering Client in other areas on official business which would be covered under the Client's Self-Insurance Program. It may also include those to whom the Client may be legally liable for arising out of accidents involving the Client in other locations.

## VII. NON-RECRUITMENT PROVISIONS:

Both Service Company and Client agree that no efforts may be made to solicit employees from the other party and that they will make no offers of employment to the employees of the other for up to one year of the termination date of this agreement.

## VIII. GOVERNING LAW:

This Agreement shall be governed by, and its provisions construed in accordance with the laws of the state of Tennessee.

## IX. RIGHT TO AUDIT:

Client, or its authorized representative, shall have the right to examine, during ordinary business hours, all documents, records, reports, books, files, and other materials relative to this Agreement and maintained by Service Company to the extent required by Client's internal or outside auditors. This shall include periodic file reviews and/or meetings to review and discuss particular claims by the Client with reasonable prior notice.

## X. CONFIDENTIALITY:

Client and Service Company will maintain confidentiality with respect to the documents generated or provided pursuant to the agreement.

## XI. INVALID PROVISIONS

In the event any provision of this agreement shall be held to be invalid, unenforceable or in conflict with applicable law, then the validity of the other provisions of this agreement shall not be deemed to be adversely affected, but shall remain in full force and effect.

## XII. EXCLUSIVITY

This is an exclusive agreement between Service Company and Client to the extent Service Company shall be assigned and provide services under this agreement for all claims and/or losses occurring as described herein.

## XIII. AMENDMENT AND WAIVER

No amendment or waiver of any provision of this Agreement, and no consent to any departure here from, shall be effective or binding unless and until set forth in a writing signed by each party, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

## XIV. ENTIRE AGREEMENT

This agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and there exist no other written or oral understandings, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this agreement confers no rights on any person or business entity that is not a party hereto.

## XV. NOTICES

All notices, requests and other communications concerning this agreement from either party to the other shall be in writing and delivered either personally or by certified mail, return receipt requested. Any such notice, request or other communication shall be deemed to have been given on the date of personal delivery or, if mailed, on the date of receipt. All communications shall be addressed as follows:

*If Service Company:*
Collins and Company, Inc.
Mr. Greg Bankston, Vice President
555 River Street
Chattanooga, TN 37405

*If Client:*
Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, TN 37421

## XVI. ASSIGNMENT

Neither party may assign its rights or obligations under this agreement without the prior written consent of the other party.

XVII BINDING EFFECT

This agreement shall be binding upon and endure to the benefit of each party hereto.

**THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. THE PARTIES FURTHER AGREE THAT THIS AGREEMENT AND INCORPORATED EXHIBITS IS THE COMPLETE AND EXCLUSIVE.**

| *COLLINS & COMPANY, INC.* | *HAMILTON COUNTY DEPARTMENT OF EDUCATION* |
|---|---|
| _____ | _____ |
| Authorized Signature | Authorized Signature |
| _____ | _____ |
| Name - Type or Print | Name – Type or Print |
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| Date | Date |

# *EXHIBIT "B" LOSS FUND ACCOUNT*

## Loss Fund Account – Monthly Reimbursement

### Section D1. Loss Fund Account.

**D1.1** **Service Company's Loss Fund Account.** Service Company shall use the Loss Fund Account as agreed to in Article III, Paragraph 8 at First Tennessee Bank, Chattanooga, Tennessee, for the payment of Claims and Allocated Loss Adjustment Expenses and for deposit of Recoveries.

**D1.2** **Imprest Deposit.** Client shall, before payment of any Claim or Allocated Loss Adjustment Expense is made in accordance with this Agreement, provide to Service Company an initial "Imprest Deposit" for deposit to the Loss Fund Account. For the purposes hereof, the initial Imprest Deposit shall be an amount to be fixed initially by Client and Service Company that is equivalent to three (3) months anticipated payments of Claims and Allocated Loss Adjustment Expense, net of Recoveries, or fifteen thousand dollars ($15,000), whichever is greater, to be maintained by Service Company as a Loss Fund Deposit ("Deposit") for payment of Claims and/or losses and Allocated Loss Adjustment Expenses.

**D1.3** **Security.** As security for the due and punctual payment and performance of all indebtedness and obligations of Client to Service Company, whether now existing or hereafter arising, however evidenced, whether direct or indirect, absolute or contingent, individually or jointly with any other person, and including, without limitation, all indebtedness, payments, reimbursement of funds, and other moneys owed by Client to Service Company pursuant to this Agreement (the "Secured Obligations"), Client hereby pledges, assigns, transfers, sets over, conveys and delivers to Service Company, and hereby grants to Service Company a security interest in, all right, title and interest of Client in and to the moneys from time to time on deposit in the Loss Fund Account, including, without limitation, Recoveries and the Deposit (the "funds"). Client acknowledges and agrees that, so long as this Agreement remains in force and effect, the Funds shall constitute cash collateral as that term is defined by Section 363 (a) of the Bankruptcy Code, 11 U.S.C. Section 363 (a). Client further acknowledges and agrees that the foregoing security interest is perfected in favor of Service Company by Service Company's control over the accounts into which the Funds are deposited and, in the alternative, by possession of the Funds by Service Company's bank where the Loss Fund Account is established, who, for purposes of the security interest, shall be and is hereby deemed to be the Bailee of Service Company within the meaning of Section 9-305 of the Uniform Commercial Code. Client hereby authorizes Service Company at any time, and regardless of whether there exists or is continuing an event of default under this Agreement, to apply and setoff without notice any indebtedness due or to become due to Service Company from Client, including, without limitation, the Funds, against and in satisfaction of any of the Secured Obligations of Client secured hereby, regardless of the nature of such obligations or the time they arise.

**D1.4** **Monthly Billings.** Service Company will bill Client at the beginning of each month for the previous month's payments of Claims and Allocated Loss Adjustment Expenses, net of Recoveries. The amount billed will be equal to the payments reflected on the monthly Check Register Report. Client shall pay such amounts within thirty (30) days of such billing.

**D1.5** **Quarterly Adjustments.** Service Company will conduct a quarterly analysis of the Imprest Deposit in the Loss Fund Account based upon the three (3) most current months of the Loss Fund Account activity. If the analysis determines that the average of Loss Fund Account activity for the immediately preceding three (3) months exceeds the then existing Imprest Deposit, then Service Company will bill Client an amount necessary to increase the Imprest Deposit to the level stipulated in Section D1.2, above. Client shall pay such billings within thirty (30) days of such billing.

**D1.6 Large Dollar Payments.** Service Company will notify Client via telephone whenever any payment of a single Claim or Allocated Loss Adjustment Expense is to be made for fifteen thousand dollars ($15,000) or more. Client will wire transfer to the Loss Fund Account the amount of such payment within two (2) working days of such telephone notice. Upon receipt of such funds, Service Company will release such large dollar payment check. Service Company shall apply such remittances by Client as payments during the month so remitted, and such payments will be deducted from Client's monthly billing as set forth under Section D1.4 above. Service Company will not consider such large dollar payment amounts in computing the quarterly adjustments to the Imprest Deposit required as set forth in Section D1.5.

**D1.7 Additional Requirements.** Should Client not maintain Imprest Deposit balances in accordance with this Exhibit D in an amount sufficient to avoid any bank charges associated with the Loss Fund Account, Client shall pay on demand all bank charges assessed against the Loss Fund Account and shall take such further actions as Service Company or First Tennessee Bank may reasonably request for Service Company to replenish the Loss Fund Account.

**D1.8 Adequate Funds.** Service Company may draw and authorize checks, drafts and other items on the Loss Fund account only if Service Company determines that it has sufficient funds in the Loss Fund Account to cover such checks, drafts and other items.

**D1.9 Termination of the Loss Fund Account.** Service Company may terminate the Loss Fund account at any time, in its sole discretion, with or without cause.

**D1.10 Payments in Excess of Retention.** Service Company will issue checks from the Loss Fund account for amounts in excess of Client's annual aggregate self-insurance retention unless Client specifically instructs Service Company to the contrary so long as the Loss Fund Account balance is adequate to accommodate such amounts or necessary additional deposits are made by Client to the Loss Fund account to adequately accommodate such amounts. Service Company will not intentionally issue a check from the Loss Fund Account in payment of any amount in excess of Client's specific per claimant or per occurrence self-insurance retention, as identified by Client to Service Company, until such time as Client transfers funds for the full amount of such payment into the Loss Fund Account. Service Company assumes and has no responsibility or obligation to recover from any of Client's excess insurer(s) any amounts represented by checks issued from the Loss Fund Account.

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421

**MEMORANDUM:**

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Dr. Justin Robertson, Chief Schools Officer

Date: June 20, 2019

Subject: **Purchase of Materials for CKLA Pilot**

We are recommending the approval to purchase the materials associated with the CKLA Curriculum pilot program. This new curriculum will be piloted in 10 schools for the 2019-2020 school year. This will support the ELA textbook adoption during the 2020-2021 school year. All schools participating have opted into the pilot.

The total amount requested is $631,120.68. If approved, the materials will be purchased through Amplify Education, Inc. and funds will come out of the Textbook Budget. Proposal and sole source letter attached.

Thank you.

Amplify.

55 Washington Street, Suite 800
Brooklyn, NY 11201-1071
T: 800.886.9126 F: 646.403.4700
www.amplify.com

## Amplify Price Quote

| | | | |
|---|---|---|---|
| PQ Number | PQ 190425-119883 | Created Date | 5/30/2019 |
| | | Quote Expiration Date | 6/29/2019 |
| Prepared By | Chasity O'Quinn | Contact Name | Yvette Stewart |
| Title | Account Executive | Account Name | HAMILTON CO SCHOOL DISTRICT |
| Email | coquinn@amplify.com | Phone | (423) 209-8538 |
| | | Email | stewart_y@hcde.org |

| Product | Quantity | Sales Price | Total Price |
|---|---|---|---|
| CKLA 2nd Edition GK Complete Classroom Kit | 30.00 | $3,999.00 | $119,970.00 |
| CKLA 2nd Edition G1 Complete Classroom Kit | 29.00 | $3,499.00 | $101,471.00 |
| CKLA 2nd Edition G2 Complete Classroom Kit | 34.00 | $3,899.00 | $132,566.00 |
| CKLA 2nd Edition G3 Classroom Kit | 27.00 | $2,999.00 | $80,973.00 |
| CKLA 2nd Edition G4 Classroom Kit | 23.00 | $2,499.00 | $57,477.00 |
| CKLA 2nd Edition G5 Classroom Kit | 31.00 | $2,699.00 | $83,669.00 |

| | |
|---|---|
| Subtotal | $576,126.00 |
| Total Price | $576,126.00 |
| Shipping & Handling | $46,090.08 |
| Grand Total | $622,216.08 |

## Scope and Duration

- **Payment Terms:**
  - This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
  - Payment terms: net 30 days.
  - Prices do not include sales tax, if applicable.
  - Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
  - The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf
- **License and Services Term:**
  - Licenses: until June 30th, 2020
  - Services: until June 30th, 2020. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.
- **Special Terms:**
  - **FOR SHIPPED MATERIALS:**
    - Expedited shipping is available at extra charge.
    - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
  - **FOR SERVICES:**
    - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

| | |
|---|---|
| Grade Level | K; 1; 2; 3; 4; 5; |
| Participating Schools | Hillcrest Elementary<br>Hardy Elementary<br>Daisy Elementary |

Amplify.

55 Washington Street, Suite 800
Brooklyn, NY 11201-1071
T: 800.886.9126 F: 646.403.4700
www.amplify.com

Red Bank Elementary
Lakeside Academy of Math, Science and Technology

**This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.**

## CUSTOMER TERMS & CONDITIONS

1. **Scope.** Amplify Education, Inc. (***"Amplify"***) and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the ***"Quote"***) and these Customer Terms & Conditions, including any addendums hereto (this ***"Agreement"***) pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. **License.** Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "*Authorized User*" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights**. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see http://www.amplify.com/virtual-patent-marking).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, nonreturnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. **Account Information.** For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

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Brooklyn, NY 11201-1071
T: 800.886.9126 F: 646.403.4700
www.amplify.com

8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. **Student Data.** The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at http://www.amplify.com/customer-privacy will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. **Customer Materials.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at http://www.amplify.com/customer-requirements.

11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term; Termination.** This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this

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Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fires, floods, strikes, civil disturbances or terrorism, or interruptions in power, communications, satellites, the Internet, or any other network.

## How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

**Please include these three documents with your order:**

- Authorized purchase order, check or credit card authorization form
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

**If submitting a purchase order:**

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

**If submitting your order via credit card authorization form:**

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402.
- Please do not mail credit card authorization forms.

**If submitting your order via sending a check:**

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

**We are delighted to work with you and we thank you for your order!**

## Sole Source Information for mCLASS® and Burst®:Reading

Current as of: 5/30/2019

Amplify Education, Inc. is the sole and exclusive worldwide source for its proprietary patented mCLASS system for the administration and reporting of observation based assessments. The following assessment products are supported on the mCLASS system:

- **mCLASS:DIBELS Next®**
- **mCLASS:IDEL®**
- **mCLASS:Math**
- **mCLASS:Reading3D™**
- **mCLASS:Reading3D™ Spanish**
- **mCLASS Now What?® Tools**

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- **mCLASS Home Connect®**
- **mCLASS Item-Level Advisor™**
- **mCLASS Small Group Advisor™**

Amplify and its representatives are the sole providers of any updates, enhancements and related support services for the administration of the foregoing assessment tools on mobile devices.

Amplify is the sole and exclusive worldwide source for its proprietary **Burst:Reading** product. Burst:Reading technology analyzes formative assessment data at the item level to group students with similar needs, and provide teachers with multi-day sequences of curriculum and detailed lesson plans, synchronized to students' changing needs throughout the year. Burst:Reading is comprised of content and technology that is protected by copyright, trade secret and patents pending held by Amplify. Burst:Reading operates exclusively in conjunction with the mCLASS system.

## Sole Source Information for Amplify ELA

Amplify Education, Inc. is the sole source for the Amplify ELA family of products. Amplify is the author and copyright holder, as well as the sole publisher and distributor of these products.

## Sole Source Information for Amplify Science & Seeds of Science/Roots of Reading®

Current as of: 5/30/2019

Through a license agreement with the Regents of the University of California, Amplify is the sole publisher and distributor of the Amplify Science family of products, including the Seeds of Science/Roots of Reading program.

## Sole Source Information for Core Knowledge Language Arts® (CKLA™)

Current as of: 5/30/2019

Through a license agreement with the Core Knowledge Foundation, Amplify Education, Inc. is the sole and exclusive worldwide commercial source for the Core Knowledge Language Arts Program for grades PreK–5. Through a services agreement with the Core Knowledge Foundation, Amplify is also the only authorized commercial provider of professional development and customer support for implementation of this program.

The foregoing sole source information is provided for informational purposes only. Should you wish to obtain more information or a signed sole source statement for your records, please contact your Amplify sales representative or account manager.

Amplify.

# Price Quote

55 Washington Street, Suite 800
Brooklyn, NY 11201
**Phone**: 800.886.9126
**Fax**: 646.403.4700

**Quote #:** Q-02682-1
**Date:** 5/30/2019 3:09 PM
**Expires On:** 6/29/2019

**Customer Contact Information**
HAMILTON CO SCHOOL DISTRICT

**Amplify Contact Information**
Chasity O'Quinn
Account Executive
coquinn@amplify.com

| PRODUCT | ISBN | QUANTITY | LIST PRICE | TOTAL PRICE |
|---|---|---|---|---|
| CKLA Trade Book Collection: Grade K | 978-1-68391-153-1 | 30.00 | $85.00 | $2,550.00 |
| CKLA Trade Book Collection: Grade 1 | 978-1-68391-154-8 | 29.00 | $85.00 | $2,465.00 |
| CKLA Trade Book Collection: Grade 2 | 978-1-68391-155-5 | 34.00 | $95.00 | $3,230.00 |
| | | | **TOTAL:** | $8,245.00 |

| | |
|---|---|
| **SUBTOTAL** | $8,245.00 |
| **SHIPPING AND HANDLING** | $659.60 |
| **GRAND TOTAL** | $8,904.60 |

## Scope and Duration

**Payment Terms:**

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

**License and Services Term:**

- Licenses: One year beginning on the subscription start date set forth on invoice.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

**Special Terms:**

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

## How to Order Our Products

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**If submitting a purchase order:**

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- **Please do not mail credit card authorization forms.**

**If submitting your order via sending a check:**

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

**This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.**

## Customer Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so

employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.- embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see http://www.amplify.com/virtual-patent-marking).

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8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

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10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized

Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at http://www.amplify.com/customer-requirements.

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**We are delighted to work with you and we thank you for your order!**

Amplify.

55 Washington Street, Suite 800
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T: 800.886.9126 F: 646.403.4700
www.amplify.com

June 6, 2019

Ms. Yvette Stewart
Hamilton County School District
3074 Hickory Valley Rd
Chattanooga, TN 37421

**Re: Sole Source Information - CKLA**

Dear Ms. Stewart:

Through a services agreement with the Core Knowledge Foundation, Amplify is also the only authorized commercial provider of professional development and customer support for implementation of this program.

Please contact your Amplify account manager or sales representative if you have further questions about our products or services.

Sincerely,

Alexandra Clarke
*SVP and GM, ELA*
*Amplify Education, Inc.*

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421

**MEMORANDUM:**

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Dr. Justin Robertson, Chief Schools Officer

Date: June 20, 2019

Subject: **Purchase of Materials for Elementary Pilot**

We are recommending the approval to purchase the materials associated with the Elementary Curriculum pilot program. This new curriculum will be piloted in 6 schools for the 2019-2020 school year. This will support the ELA textbook adoption during the 2020-2021 school year. All schools participating have opted into the pilot.

The total amount requested is $311,121.00. If approved, the materials will be purchased through Open Up Resources and funds will come out of the Textbook Budget. Proposal and sole source letter attached.

**Federal TIN- 47-324063**

June 10, 2019

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, TN 37421

To Whom It May Concern:

Open Up Resources, a 501(c)3 not-for-profit corporation developing the highest quality full-course curricula available to K-12 districts, is the sole authorized publisher/distributor of the high quality, in-color print and kitted comprehensive K-5 EL Education curriculum materials. As the publisher, we have assembled a unique solution offered only through Open Up to assist school districts in the adoption of the EL Education curriculum, including integrated services providing in-color print materials, kitted trade books, lab materials and instructor guides in a format optimized for teacher high performance and effective implementation. For a complete list of the ISBN'ed materials solely offered through Open Up Resources please see your requested materials quote or ask your Open Up Resources' district Field Specialist.

If you need additional information, please do not hesitate to contact us at 800-460-9216.

Sincerely,



Jessica Sliwerski | CEO
Open Up Resources
jessica.sliwerski@openup.org
1600 El Camino Real, Suite 155
Menlo Park, CA 94025

# Hamilton County Schools

## EL Education Recommended Trade book Orders

| School | Learning Community | Recommend Trade book sets 1 set per Grade level |
|---|---|---|
| Bess T Shepherd | Harrison Bay | Grades 2, 3 |
| Ooltewah | Harrison Bay | Grades 4, 5 |
| Alpine Crest | Missionary Ridge | Grades K, 1, 2 |
| East Brainerd | Missionary Ridge | Grades 3, 4, 5 |
| Clifton Hills | Opportunity Zone | Grades 1, 3, 5 |
| Orchard Knob | Opportunity Zone | Grades K, 2, 4 |

EL Education

## Hamilton County Public Schools

**Scope of Services Proposal**

EL Education is a leading K-12 education non-profit at the forefront of an ambitious movement to set a higher bar of achievement for America's public schools.

EL Education provides partners with a coordinated set of resources and support to ensure sustained implementation and results. Developed from our highly successful work with schools, our portfolio of resources include: rigorous, intensive K-8 curriculum, classroom tested teacher resources and practical, inspiring professional learning, strategic planning and coaching that focus on leaders and teachers.

Our portfolio of professional services for districts focus on meeting the higher bar of national standards, deepening student engagement and transforming teaching and learning to lead to high student achievement.

**Services Outline:**

- **Professional Institutes**: In our institutes, adult learning is active and engaging, modeling the same instructional strategies that teachers will use with their students. Our approach combines institutes of 1-3 days in duration with school-based follow-up coaching and continued strategic planning sessions tailored to the needs and contexts of schools and districts. These services are bundled together in a comprehensive plan to support successful implementation of our curriculum.

- **Strategic Planning**: Our partnership model starts with focused strategic planning conversations with school and district leaders. These discussions inform the design of the professional learning plan and occur at critical points in the partnership. This plan provides a goal-based framework for the partnership and a clear path for monitoring progress and adjusting the plan to ensure clarity and alignment with school/district needs. These planning sessions are customized and occur with expert EL Education staff members and school/district leadership teams.

- **Virtual Professional Learning Communities:** Impactful curriculum implementation is achieved as the result of a firm commitment from school/district leadership to ongoing guidance and support for teachers. Our Virtual Professional Learning Communities (PLCs) are collaborative online sessions during which all participating teachers meet virtually with their EL Education coach. The cohort will meet six (6) times throughout the year via web-conferencing tools to deepen their understanding of the curriculum, develop and share implementation strategies, and collaborate to continue to support each other. Each 90-minute convening includes supportive post-work that provides teachers with an immediate application of the learning, and can include completion of brief follow-up online courses, video-based coaching, and other practices designed to support teacher practice growth.

- **Personalized Coaching:** Our experiences partnering deeply with schools for over 20 years has proven that new learning is best followed up with targeted, personalized coaching. Your EL Education coach will meet with grade-level leads four (4) times throughout the school year to provide personalized coaching, collaborative problem-solving strategies, and support transference of knowledge to classroom practice and help build staff capacity.

- **Access to Online Courses:** Participants and school leaders will have unlimited access to online courses created by our team of experts that are specifically designed to support them throughout the implementation of the curriculum. These offerings include introduction to the curriculum courses for teachers of grades K-5 and 6 - 8, and school leadership courses that provide strategies and best practices for supporting teachers as they implement.

- **Your Curriculum Companion:** A school set of Your Curriculum Companion: The Essential Guide To Teaching the EL Education K-5 Language Arts Curriculum, is provided for every participating school, offering a guided look at curriculum design and essential instructional practices, along with tools and resources to support implementation.

This following scope of services proposal provides an overview of our School Implementation Support Plan, and includes costs and a potential partnership configuration. This should be considered a preliminary outline and should be used for initial discovery purposes only. A more detailed proposal can be developed upon request and would include further conversation about district structures and needs.

| District Support Package | | |
|---|---|---|
| **Services** | **Details of Services** | **Pricing** |
| **Strategic Planning and District Implementation Support**<br>6 days<br>In a series of face to face or virtual options | These planning sessions are customized and occur with expert EL Education staff members and school/district leadership teams. Sessions inform the design of the partnership plan and occur at critical points in the year to monitor progress on implementation goals and adjust the plan to ensure clarity and alignment with school/district needs. | $15,000 |
| **Guided Implementation Support**<br>6 days<br>This occurs in three, two-day visits | These sessions provide a framework for monitoring implementation of EL Education's Language Arts Curriculum and provide the tools necessary to collect, synthesize and share data to monitor and inform curriculum implementation.<br><br>This occurs in three two-day sessions. The sessions would include EL staff, OUSD district administrators and school-based instructional leadership teams. On each of the visits, we would engage in learning walks and a debrief protocol.<br><br>*Note: This includes access to and use of EL Education's Dimensions Data Platform* | $30,000 |

## Scope of Services: School Implementation Support Plan - Assumes 6 Schools

| Services | Details of Services | Pricing |
|---|---|---|
| **Starting Strong**<br>(two 2-day onsite institutes) | This four-day institute is designed to introduce leaders and teachers to the full EL Education K-5 curriculum, ensuring participants gain a deep understanding of and comfort level with the K-5 curriculum and scaffolded support:<br>• Days one and two focus on a deep dive into the K-5 curriculum, and how support | **$21,900**<br>(15 participants for 4 days, 1 participant for 1 day) |

| | | |
|---|---|---|
| | spirals throughout the grade levels.<br>• Days three and four, participants are offered the choice of attending the Intro to K-2 Skills or Leading Implementation sessions.<br>Participants leave the institute prepared to implement the full curriculum, and can turnkey training to support colleagues who were not able to attend. | |
| **Launching the K-5 Curriculum**<br>(2-day onsite institute) | This two day onsite launch session will help participants develop a deep understanding of the EL Education K-5 curriculum modules and supporting resources, and how to plan for an effective implementation. | **$36,000**<br>(100 participants) |
| **Virtual Professional Learning Communities**<br>(6 sessions, 90 minutes each) | Each collaborative 90-minute session, facilitated by the dedicated EL Education Professional Learning Specialist, will focus on a key learning to support teachers as they implement the curriculum.<br>• Participants will have the opportunity to work with colleagues in breakout groups during the session, and then come together to share their learnings and the strategies they collaboratively developed.<br>• All sessions will include a follow-up activity designed to give teachers authentic application of the learning. | **$18,000**<br>(All participants) |
| **Personal Coaching Sessions**<br>(4 virtual coaching sessions with leaders from each school) | Quarterly hour-long sessions during which the dedicated EL Education Professional Learning Specialist will meet with grade level leads and/or school leaders from each school to discuss challenges unique to the teachers they support, and to develop strategies to address common challenges.<br><br>The Professional Learning Specialist will follow up each call with strategies and resources specific to each call, ensuring teachers are fully supported throughout the year. | **$12,000**<br>(School-based teams) |
| **Classroom Walkthroughs and PD Session** | The dedicated EL Education Professional Learning Specialist will conduct walkthroughs of participating classrooms and note best practices and areas in which teachers may need additional support. This data will inform the agenda for the professional development session delivered in the afternoon.<br><br>This includes school leader access to the Dimensions data platform, an online tool that captures observational walkthrough data to support teacher practice growth | **$42,000**<br>(2 full days in each school with corresponding professional development) |
| **Meet the Experts** | This series of three facilitated webinars features experts from our EL Education staff who | **$1,800** |

| | | |
|---|---|---|
| (Series of 3 webinars) | will answer FAQs submitted in advance by our partner teachers, coaches, and leaders and, time permitting, respond to questions from participants. Facilitators will include:<br>• Members of our curriculum design team<br>• Featured authors<br>• Master EL Professional Development Specialists<br>All questions submitted during each session will be captured and answered after each webinar concludes. Each webinar will be recorded and shared with participants after each session concludes. | (All participants) |
| **Introduction to the EL Education K-5 Language Arts Curriculum and Materials Online Course** | The *Introduction to the EL Education K-5 Language Arts Curriculum and Materials* online course was developed by our team of experts to support teachers as they implement the full curriculum throughout the year, Teachers will have access to this six-hour course through the 2019-2020 school year to develop a deeper understanding of how the curriculum and best practices for implementation. The content and videos are a powerful resource teachers can reference throughout the year, even after they have completed the course. | **N/A**<br>(Access for all participants) |
| **Leading the Implementation Online Course** | The *Leading the Implementation* online course was developed by our team of experts to help leaders develop a deep understanding of the curriculum and how best to support teachers as they implement. | **N/A**<br>(Access for leaders in each participating school) |
| | | **Total: $176,700** |

6/7/2019

EL Education
247 West 35th Street
Eighth Floor
New York, New York
10001
ELeducation.org

To Whom It May Concern:

This is to confirm that EL Education, Inc. is the sole source provider for the following professional development services to support implementation of EL Education's curriculum. These services may only be purchased directly from EL Education at the address listed above.

EL Education provides the following uniquely:

- an approach to implementation review and data analysis in the EL Education Dimensions Data Platform.
- a unique and highly qualified set of staff designed professional learning materials for partners.
- support for learning walks and routines/processes for instructional leadership teams.
- school based coaching, implementation support from highly skilled coaches and designers.
- virtual content supports

Sincerely,

Kathleen Schwille
Chief Curriculum Services Officer
EL Education
247 West 35th Street
Eighth Floor
New York, NY 10001

**Proposal for Partnership**

| | | | |
|---|---|---|---|
| **Quote Number** | Q-03962 | **Created Date** | 05/22/2019 |
| **Contact Name** | Yvette Stewart | **Expiration Date** | 06/20/2019 |
| | | **Account Name** | Alpine Crest Elementary School |
| **Prepared By** | Michelle Vazquez | **Bill To** | 4700 Stagg Rd. Chattanooga, TN 37415 |
| **Title** | ELA Field Team Analyst | | |
| **Email** | michelle.vazquez@openup.org | | |
| **Phone** | | | |

**Introduction**

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

| Product | Product Code | Description | Sales Price | Qty. | Total Price |
|---|---|---|---|---|---|
| OUR EL GK LANG ART SDNT COURSE | 9781683623670 | OUR EL Education, Grade K: Language Arts & Labs. Student Full Course Bundle (Updated) | $22.00 | 50 | $1,100.00 |
| OUR EL GK SKILLS DC SDNT COURS | 9781643112893 | OUR EL Education, Grade K: Skills Block Decodables. Student Full Course (Updated) | $10.00 | 50 | $500.00 |
| OUR EL GK LANG ART TCHR COURSE | 9781643112923 | OUR EL Education, Grade K: Language Arts & Labs. Teacher Full Course Bundle (Updated) | $320.00 | 3 | $960.00 |
| OUR EL GK SKILLS TCHR COURSE | 9781643112985 | OUR EL Education, Grade K: Skills Block. Teacher Full Course Bundle (Updated) | $297.00 | 3 | $891.00 |
| OUR EL GK RQ TRADE M 1 25-SET | 9781643114545 | OUR EL Education Grade K. Required Trade, Module 1, 25-Student Set | $189.00 | 3 | $567.00 |

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|---|---|---|---|---|---|
| OUR EL GK RQ TRADE M 2 25-SET | 9781643114552 | OUR EL Education Grade K. Required Trade, Module 2, 25-Student Set | $208.00 | 3 | $624.00 |
| OUR EL GK RQ TRADE M 3 25-SET | 9781643114569 | OUR EL Education Grade K. Required Trade, Module 3, 25-Student Set | $115.00 | 3 | $345.00 |
| OUR EL GK RQ TRADE M 4 25-SET | 9781643114576 | OUR EL Education Grade K. Required Trade, Module 4, 25-Student Set | $195.00 | 3 | $585.00 |
| OUR EL GK RC TRADE MOD 1 | 9781643110561 | OUR EL Education Grade K Recommended Trade Module 1 | $336.00 | 1 | $336.00 |
| OUR EL GK RC TRADE MOD 2 | 9781643110578 | OUR EL Education Grade K Recommended Trade Module 2 | $203.00 | 1 | $203.00 |
| OUR EL GK RC TRADE MOD 3 | 9781643110585 | OUR EL Education Grade K Recommended Trade Module 3 | $377.00 | 1 | $377.00 |
| OUR EL GK RC TRADE MOD 4 | 9781643110592 | OUR EL Education Grade K Recommended Trade Module 4 | $260.00 | 1 | $260.00 |
| OUR EL G1 LANG ART SDNT COURSE | 9781683623687 | OUR EL Education, Grade 1: Language Arts & Labs. Student Full Course Bundle (Updated) | $32.00 | 50 | $1,600.00 |
| OUR EL G1 SKILLS DC SDNT COURS | 9781643112909 | OUR EL Education, Grade 1: Skills Block Decodables. Student Full Course (Updated) | $15.00 | 50 | $750.00 |
| OUR EL G1 LANG ART TCHR COURSE | 9781643112930 | OUR EL Education, Grade 1: Language Arts & Labs. Teacher Full Course Bundle (Updated) | $320.00 | 3 | $960.00 |
| OUR EL G1 SKILLS TCHR COURSE | 9781643112992 | OUR EL Education, Grade 1: Skills Block. Teacher Full Course Bundle (Updated) | $297.00 | 3 | $891.00 |
| OUR EL G1 RQ TRADE M 1 25-SET | 9781643113708 | OUR EL Education Grade 1. Required Trade, Module 1, 25-Student Set | $230.00 | 3 | $690.00 |

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|---|---|---|---|---|---|
| OUR EL G1 RQ TRADE M 2 25-SET | 9781643113715 | OUR EL Education Grade 1. Required Trade, Module 2, 25-Student Set | $242.00 | 3 | $726.00 |
| OUR EL G1 RQ TRADE M 3 25-SET | 9781643113722 | OUR EL Education Grade 1. Required Trade, Module 3, 25-Student Set | $445.00 | 3 | $1,335.00 |
| OUR EL G1 RQ TRADE M 4 25-SET | 9781643113739 | OUR EL Education Grade 1. Required Trade, Module 4, 25-Student Set | $164.00 | 3 | $492.00 |
| OUR EL G1 RC TRADE MOD 1 | 9781643111117 | OUR EL Education Grade 1 Recommended Trade Module 1 | $368.00 | 1 | $368.00 |
| OUR EL G1 RC TRADE MOD 2 | 9781643111124 | OUR EL Education Grade 1 Recommended Trade Module 2 | $451.00 | 1 | $451.00 |
| OUR EL G1 RC TRADE MOD 3 | 9781643111131 | OUR EL Education Grade 1 Recommended Trade Module 3 | $417.00 | 1 | $417.00 |
| OUR EL G1 RC TRADE MOD 4 | 9781643111148 | OUR EL Education Grade 1 Recommended Trade Module 4 | $297.00 | 1 | $297.00 |
| OUR EL G2 LANG ART SDNT COURSE | 9781683623694 | OUR EL Education, Grade 2: Language Arts & Labs. Student Full Course Bundle (Updated) | $32.00 | 50 | $1,600.00 |
| OUR EL G2 SKILLS DC SDNT COURS | 9781643112916 | OUR EL Education, Grade 2: Skills Block Decodables. Student Full Course (Updated) | $15.00 | 50 | $750.00 |
| OUR EL G2 LANG ART TCHR COURSE | 9781643112947 | OUR EL Education, Grade 2: Language Arts & Labs. Teacher Full Course Bundle (Updated) | $320.00 | 2 | $640.00 |
| OUR EL G2 SKILLS TCHR COURSE | 9781643113005 | OUR EL Education, Grade 2: Skills Block. Teacher Full Course Bundle (Updated) | $297.00 | 2 | $594.00 |
| OUR EL G2 RQ TRADE M 1 25-SET | 9781643113807 | OUR EL Education Grade 2. Required Trade, Module 1, 25-Student Set | $235.00 | 2 | $470.00 |

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|---|---|---|---|---|---|
| OUR EL G2 RQ TRADE M 2 25-SET | 9781643113814 | OUR EL Education Grade 2. Required Trade, Module 2, 25-Student Set | $194.00 | 2 | $388.00 |
| OUR EL G2 RQ TRADE M 3 25-SET | 9781643113821 | OUR EL Education Grade 2. Required Trade, Module 3, 25-Student Set | $326.00 | 2 | $652.00 |
| OUR EL G2 RQ TRADE M 4 25-SET | 9781643113838 | OUR EL Education Grade 2. Required Trade, Module 4, 25-Student Set | $489.00 | 2 | $978.00 |
| OUR EL G2 RC TRADE MOD 1 | 9781643111162 | OUR EL Education Grade 2 Recommended Trade Module 1 | $277.00 | 1 | $277.00 |
| OUR EL G2 RC TRADE MOD 2 | 9781643111179 | OUR EL Education Grade 2 Recommended Trade Module 2 | $284.00 | 1 | $284.00 |
| OUR EL G2 RC TRADE MOD 3 | 9781643111186 | OUR EL Education Grade 2 Recommended Trade Module 3 | $237.00 | 1 | $237.00 |
| OUR EL G2 RC TRADE MOD 4 | 9781643111193 | OUR EL Education Grade 2 Recommended Trade Module 4 | $283.00 | 1 | $283.00 |
| OUR EL G3 LANG ART SDNT COURSE | 9781683623762 | OUR EL Education, Grade 3: Language Arts. Student Full Course Bundle (Updated) | $32.00 | 40 | $1,280.00 |
| OUR EL G3 LANG ART TCHR COURSE | 9781643112954 | OUR El Education, Grade 3: Language Arts & ALL Block. Teacher Full Course Bundle (Updated) | $320.00 | 2 | $640.00 |
| OUR EL G3 RQ TRADE M 1 25-SET | 9781643113906 | OUR EL Education Grade 3. Required Trade, Module 1, 25-Student Set | $783.00 | 2 | $1,566.00 |
| OUR EL G3 RQ TRADE M 2 25-SET | 9781643113913 | OUR EL Education Grade 3. Required Trade, Module 2, 25-Student Set | $493.00 | 2 | $986.00 |
| OUR EL G3 RQ TRADE M 3 25-SET | 9781643113920 | OUR EL Education Grade 3. Required Trade, Module 3, 25-Student Set | $141.00 | 2 | $282.00 |
| OUR EL G3 RQ TRADE M 4 25-SET | 9781643113937 | OUR EL Education Grade 3. Required Trade, Module 4, 25-Student Set | $405.00 | 2 | $810.00 |

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|---|---|---|---|---|---|
| OUR EL G4 LANG ART SDNT COURSE | 9781683623779 | OUR EL Education, Grade 4: Language Arts. Student Full Course Bundle(Updated) | $32.00 | 65 | $2,080.00 |
| OUR EL G4 LANG ART TCHR COURSE | 9781643112961 | OUR El Education, Grade 4: Language Arts & ALL Block. Teacher Full Course Bundle (Updated) | $320.00 | 3 | $960.00 |
| OUR EL G4 RQ TRADE M 1 25-SET | 9781643114002 | OUR EL Education Grade 4. Required Trade, Module 1, 25-Student Set | $177.00 | 3 | $531.00 |
| OUR EL G4 RQ TRADE M 2 25-SET | 9781643114019 | OUR EL Education Grade 4. Required Trade, Module 2, 25-Student Set | $521.00 | 3 | $1,563.00 |
| OUR EL G4 RQ TRADE M 3 25-SET | 9781643114026 | OUR EL Education Grade 4. Required Trade, Module 3, 25-Student Set | $762.00 | 3 | $2,286.00 |
| OUR EL G4 RQ TRADE M 4 25-SET | 9781643114033 | OUR EL Education Grade 4. Required Trade, Module 4, 25-Student Set | $162.00 | 3 | $486.00 |
| OUR EL G5 LANG ART SDNT COURSE | 9781683623786 | OUR EL Education, Grade 5: Language Arts. Student Full Course Bundle (Updated) | $32.00 | 55 | $1,760.00 |
| OUR EL G5 LANG ART TCHR COURSE | 9781643112978 | OUR El Education, Grade 5: Language Arts & ALL Block. Teacher Full Course Bundle (Updated) | $320.00 | 2 | $640.00 |
| OUR EL G5 RQ TRADE M 1 25-SET | 9781643114101 | OUR EL Education Grade 5. Required Trade, Module 1, 25-Student Set | $153.00 | 2 | $306.00 |
| OUR EL G5 RQ TRADE M 2 25-SET | 9781643114118 | OUR EL Education Grade 5. Required Trade, Module 2, 25-Student Set | $225.00 | 2 | $450.00 |
| OUR EL G5 RQ TRADE M 3 25-SET | 9781643114125 | OUR EL Education Grade 5. Required Trade, Module 3, 25-Student Set | $365.00 | 2 | $730.00 |
| OUR EL G5 RQ TRADE M 4 25-SET | 9781643114132 | OUR EL Education Grade 5. Required Trade, Module 4, 25-Student Set | $222.00 | 2 | $444.00 |

**Subtotal:** $40,678.00

Open Up Resources

**Total:** $40,678.00

## Terms & Conditions

**Pricing Information:**

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice.
- Note: This is a cost proposal, not a formal contract.
- Due to some titles occasionally going out of print, the availability of recommended titles in tradebook bundles may change at any time. This includes titles contained in custom tradebook bundles. If a title cannot be included in your order, we will update your invoice to reflect the updated contents of your order. Please review the packing slip included with your order, to be certain you know which products you have received.
- Due to changes in book pricing, tradebook prices may be subject to change. If a tradebook price changes after we have submitted a quote to you, we may contact you to provide an updated quote.

**Shipping and Handling Charges:**

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in ca rtons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

**Ordering Information:**

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

**Payment Information:**

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.

- A 3% service charge will be applied for credit card payments.
- After 90 days, a fee of 1.5% per month will be charged on unpaid balances

**Shortages and Damaged Materials**

Please inventory your materials upon receipt. Open Up Resources will replace damaged, missing, or incorrect materials from an order at no cost to the customer if notified within 30 days of the shipment arrival date.

**Returns**

In most cases, Open Up Resources will refund returned materials that are unused and undamaged if notified within 30 days of the shipment arrival date. Please see below for more information on what materials can be returned.

**Open Up Resources will accept returns of the following materials:**

- Complete sets of unused, undamaged student workbooks and teacher materials
- Unused, undamaged a la carte trade books
- Complete sets of unused, undamaged required and recommended standard bundles in their bins
- Standard add-on packs
- Unused, undamaged additional bins (must be returned flat)

**The following materials are not refundable:**

- Custom trade book bundles and their bins
- Lab Materials Kits

**Warranty:**

- Open Up warrants to the District that for one year from the date of purchase (the 'Warranty Period'), all printed textbooks provided by Open Up pursuant to this RFP ('Textbooks') will be free from material manufacturing defects in material and workmanship that render such Textbooks unusable. To the extent that a material manufacturing defect that makes any Textbook unusable is discovered during the Warranty Period, Open Up will provide the District with a functionally equivalent replacement Textbook at no additional cost to the District. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, OPEN UP MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TEXTBOOKS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THIS WARRANTY DOES NOT APPLY TO LAB MATERIALS KITS.
- The District must make best efforts to inspect books for material defects within 60 days of receipt to ensure timely replacement.
- Issues requiring warranty support may be directed to support@openup.org.

OPEN-UP resources

**Proposal for Partnership**

| | | | |
|---|---|---|---|
| **Quote Number** | Q-03959 | **Created Date** | 05/22/2019 |
| **Contact Name** | Yvette Stewart | **Expiration Date** | 06/20/2019 |
| | | **Account Name** | Bess T Shepherd Elementary |
| **Prepared By** | Michelle Vazquez | **Bill To** | 7126 Tyner Rd. |
| **Title** | ELA Field Team Analyst | | Chattanooga, TN |
| **Email** | michelle.vazquez@openup.org | | 37421 |
| **Phone** | | | |

**Introduction**

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

| Product | Product Code | Description | Sales Price | Qty. | Total Price |
|---|---|---|---|---|---|
| OUR EL G2 LANG ART SDNT COURSE | 9781683623694 | OUR EL Education, Grade 2: Language Arts & Labs. Student Full Course Bundle (Updated) | $32.00 | 100 | $3,200.00 |
| OUR EL G2 SKILLS DC SDNT COURS | 9781643112916 | OUR EL Education, Grade 2: Skills Block Decodables. Student Full Course (Updated) | $15.00 | 100 | $1,500.00 |
| OUR EL G2 LANG ART TCHR COURSE | 9781643112947 | OUR EL Education, Grade 2: Language Arts & Labs. Teacher Full Course Bundle (Updated) | $320.00 | 5 | $1,600.00 |
| OUR EL G2 SKILLS TCHR COURSE | 9781643113005 | OUR EL Education, Grade 2: Skills Block. Teacher Full Course Bundle (Updated) | $297.00 | 5 | $1,485.00 |
| OUR EL G2 RQ TRADE M 1 25-SET | 9781643113807 | OUR EL Education Grade 2. Required Trade, Module 1, 25-Student Set | $235.00 | 5 | $1,175.00 |

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|---|---|---|---|---|---|
| OUR EL G2 RQ TRADE M 2 25-SET | 9781643113814 | OUR EL Education Grade 2. Required Trade, Module 2, 25-Student Set | $194.00 | 5 | $970.00 |
| OUR EL G2 RQ TRADE M 3 25-SET | 9781643113821 | OUR EL Education Grade 2. Required Trade, Module 3, 25-Student Set | $326.00 | 5 | $1,630.00 |
| OUR EL G2 RQ TRADE M 4 25-SET | 9781643113838 | OUR EL Education Grade 2. Required Trade, Module 4, 25-Student Set | $489.00 | 5 | $2,445.00 |
| OUR EL G2 RC TRADE MOD 1 | 9781643111162 | OUR EL Education Grade 2 Recommended Trade Module 1 | $277.00 | 1 | $277.00 |
| OUR EL G2 RC TRADE MOD 2 | 9781643111179 | OUR EL Education Grade 2 Recommended Trade Module 2 | $284.00 | 1 | $284.00 |
| OUR EL G2 RC TRADE MOD 3 | 9781643111186 | OUR EL Education Grade 2 Recommended Trade Module 3 | $237.00 | 1 | $237.00 |
| OUR EL G2 RC TRADE MOD 4 | 9781643111193 | OUR EL Education Grade 2 Recommended Trade Module 4 | $283.00 | 1 | $283.00 |
| OUR EL G3 LANG ART SDNT COURSE | 9781683623762 | OUR EL Education, Grade 3: Language Arts. Student Full Course Bundle (Updated) | $32.00 | 85 | $2,720.00 |
| OUR EL G3 LANG ART TCHR COURSE | 9781643112954 | OUR El Education, Grade 3: Language Arts & ALL Block. Teacher Full Course Bundle (Updated) | $320.00 | 5 | $1,600.00 |
| OUR EL G3 RQ TRADE M 1 25-SET | 9781643113906 | OUR EL Education Grade 3. Required Trade, Module 1, 25-Student Set | $783.00 | 5 | $3,915.00 |
| OUR EL G3 RQ TRADE M 2 25-SET | 9781643113913 | OUR EL Education Grade 3. Required Trade, Module 2, 25-Student Set | $493.00 | 5 | $2,465.00 |
| OUR EL G3 RQ TRADE M 3 25-SET | 9781643113920 | OUR EL Education Grade 3. Required Trade, Module 3, 25-Student Set | $141.00 | 5 | $705.00 |
| OUR EL G3 RQ TRADE M 4 25-SET | 9781643113937 | OUR EL Education Grade 3. Required Trade, Module 4, 25-Student Set | $405.00 | 5 | $2,025.00 |

| | | | | | |
|---|---|---|---|---|---|
| OUR EL G3 RC TRADE MOD 1 | 9781643111216 | OUR EL Education Grade 3 Recommended Trade Module 1 | $153.00 | 1 | $153.00 |
| OUR EL G3 RC TRADE MOD 2 | 9781643111223 | OUR EL Education Grade 3 Recommended Trade Module 2 | $173.00 | 1 | $173.00 |
| OUR EL G3 RC TRADE MOD 3 | 9781643111230 | OUR EL Education Grade 3 Recommended Trade Module 3 | $233.00 | 1 | $233.00 |
| OUR EL G3 RC TRADE MOD 4 | 9781643111247 | OUR EL Education Grade 3 Recommended Trade Module 4 | $305.00 | 1 | $305.00 |

**Subtotal:** $29,380.00

**Total:** $29,380.00

## Terms & Conditions

**Pricing Information:**

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- Note: This is a cost proposal, not a formal contract.
- Due to some titles occasionally going out of print, the availability of recommended titles in tradebook bundles may change at any time. This includes titles contained in custom tradebook bundles. If a title cannot be included in your order, we will update your invoice to reflect the updated contents of your order. Please review the packing slip included with your order, to be certain you know which products you have received.
- Due to changes in book pricing, tradebook prices may be subject to change. If a tradebook price changes after we have submitted a quote to you, we may contact you to provide an updated quote.

**Shipping and Handling Charges:**

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in ca rtons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for

shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

**Ordering Information:**

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

**Payment Information:**

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.
- A 3% service charge will be applied for credit card payments.
- After 90 days, a fee of 1.5% per month will be charged on unpaid balances

**Shortages and Damaged Materials**

Please inventory your materials upon receipt. Open Up Resources will replace damaged, missing, or incorrect materials from an order at no cost to the customer if notified within 30 days of the shipment arrival date.

**Returns**

In most cases, Open Up Resources will refund returned materials that are unused and undamaged if notified within 30 days of the shipment arrival date. Please see below for more information on what materials can be returned.

**Open Up Resources will accept returns of the following materials:**

- Complete sets of unused, undamaged student workbooks and teacher materials
- Unused, undamaged a la carte trade books
- Complete sets of unused, undamaged required and recommended standard bundles in their bins
- Standard add-on packs
- Unused, undamaged additional bins (must be returned flat)

**The following materials are not refundable:**

- Custom trade book bundles and their bins
- Lab Materials Kits

**Warranty:**

- Open Up warrants to the District that for one year from the date of purchase (the 'Warranty Period'), all printed textbooks provided by Open Up pursuant to this RFP ('Textbooks') will be free from material manufacturing defects in material and workmanship that render such Textbooks unusable. To the extent that a material manufacturing defect that makes any Textbook unusable is discovered during the Warranty Period, Open Up will provide the District with a functionally equivalent replacement Textbook at no additional cost to the District. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, OPEN UP MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TEXTBOOKS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THIS WARRANTY DOES NOT APPLY TO LAB MATERIALS KITS.
- The District must make best efforts to inspect books for material defects within 60 days of receipt to ensure timely replacement.
- Issues requiring warranty support may be directed to support@openup.org.

**Proposal for Partnership**

| | | | |
|---|---|---|---|
| **Quote Number** | Q-03965 | **Created Date** | 05/22/2019 |
| **Contact Name** | Yvette Stewart | **Expiration Date** | 06/20/2019 |
| | | **Account Name** | Clifton Hills Elementary |
| **Prepared By** | Michelle Vazquez | **Bill To** | 1815 E. 32nd St. |
| **Title** | ELA Field Team Analyst | | Chattanooga, TN |
| **Email** | michelle.vazquez@openup.org | | 37407 |
| **Phone** | | | |

**Introduction**

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

| Product | Product Code | Description | Sales Price | Qty. | Total Price |
|---|---|---|---|---|---|
| OUR EL GK LANG ART SDNT COURSE | 9781683623670 | OUR EL Education, Grade K: Language Arts & Labs. Student Full Course Bundle (Updated) | $22.00 | 125 | $2,750.00 |
| OUR EL GK SKILLS DC SDNT COURS | 9781643112893 | OUR EL Education, Grade K: Skills Block Decodables. Student Full Course (Updated) | $10.00 | 125 | $1,250.00 |
| OUR EL GK LANG ART TCHR COURSE | 9781643112923 | OUR EL Education, Grade K: Language Arts & Labs. Teacher Full Course Bundle (Updated) | $320.00 | 6 | $1,920.00 |
| OUR EL GK SKILLS TCHR COURSE | 9781643112985 | OUR EL Education, Grade K: Skills Block. Teacher Full Course Bundle (Updated) | $297.00 | 6 | $1,782.00 |
| OUR EL GK RQ TRADE M 1 25-SET | 9781643114545 | OUR EL Education Grade K. Required Trade, Module 1, 25-Student Set | $189.00 | 6 | $1,134.00 |

| | | | | | |
|---|---|---|---|---|---|
| OUR EL GK RQ TRADE M 2 25-SET | 9781643114552 | OUR EL Education Grade K. Required Trade, Module 2, 25-Student Set | $208.00 | 6 | $1,248.00 |
| OUR EL GK RQ TRADE M 3 25-SET | 9781643114569 | OUR EL Education Grade K. Required Trade, Module 3, 25-Student Set | $115.00 | 6 | $690.00 |
| OUR EL GK RQ TRADE M 4 25-SET | 9781643114576 | OUR EL Education Grade K. Required Trade, Module 4, 25-Student Set | $195.00 | 6 | $1,170.00 |
| OUR EL G1 LANG ART SDNT COURSE | 9781683623687 | OUR EL Education, Grade 1: Language Arts & Labs. Student Full Course Bundle (Updated) | $32.00 | 125 | $4,000.00 |
| OUR EL G1 SKILLS DC SDNT COURS | 9781643112909 | OUR EL Education, Grade 1: Skills Block Decodables. Student Full Course (Updated) | $15.00 | 125 | $1,875.00 |
| OUR EL G1 LANG ART TCHR COURSE | 9781643112930 | OUR EL Education, Grade 1: Language Arts & Labs. Teacher Full Course Bundle (Updated) | $320.00 | 6 | $1,920.00 |
| OUR EL G1 SKILLS TCHR COURSE | 9781643112992 | OUR EL Education, Grade 1: Skills Block. Teacher Full Course Bundle (Updated) | $297.00 | 6 | $1,782.00 |
| OUR EL G1 RQ TRADE M 1 25-SET | 9781643113708 | OUR EL Education Grade 1. Required Trade, Module 1, 25-Student Set | $230.00 | 6 | $1,380.00 |
| OUR EL G1 RQ TRADE M 2 25-SET | 9781643113715 | OUR EL Education Grade 1. Required Trade, Module 2, 25-Student Set | $242.00 | 6 | $1,452.00 |
| OUR EL G1 RQ TRADE M 3 25-SET | 9781643113722 | OUR EL Education Grade 1. Required Trade, Module 3, 25-Student Set | $445.00 | 6 | $2,670.00 |
| OUR EL G1 RQ TRADE M 4 25-SET | 9781643113739 | OUR EL Education Grade 1. Required Trade, Module 4, 25-Student Set | $164.00 | 6 | $984.00 |
| OUR EL G1 RC TRADE MOD 1 | 9781643111117 | OUR EL Education Grade 1 Recommended Trade Module 1 | $368.00 | 1 | $368.00 |

| | | | | | |
|---|---|---|---|---|---|
| OUR EL G1 RC TRADE MOD 2 | 9781643111124 | OUR EL Education Grade 1 Recommended Trade Module 2 | $451.00 | 1 | $451.00 |
| OUR EL G1 RC TRADE MOD 3 | 9781643111131 | OUR EL Education Grade 1 Recommended Trade Module 3 | $417.00 | 1 | $417.00 |
| OUR EL G1 RC TRADE MOD 4 | 9781643111148 | OUR EL Education Grade 1 Recommended Trade Module 4 | $297.00 | 1 | $297.00 |
| OUR EL G2 LANG ART SDNT COURSE | 9781683623694 | OUR EL Education, Grade 2: Language Arts & Labs. Student Full Course Bundle (Updated) | $32.00 | 125 | $4,000.00 |
| OUR EL G2 SKILLS DC SDNT COURS | 9781643112916 | OUR EL Education, Grade 2: Skills Block Decodables. Student Full Course (Updated) | $15.00 | 125 | $1,875.00 |
| OUR EL G2 LANG ART TCHR COURSE | 9781643112947 | OUR EL Education, Grade 2: Language Arts & Labs. Teacher Full Course Bundle (Updated) | $320.00 | 6 | $1,920.00 |
| OUR EL G2 SKILLS TCHR COURSE | 9781643113005 | OUR EL Education, Grade 2: Skills Block. Teacher Full Course Bundle (Updated) | $297.00 | 6 | $1,782.00 |
| OUR EL G2 RQ TRADE M 1 25-SET | 9781643113807 | OUR EL Education Grade 2. Required Trade, Module 1, 25-Student Set | $235.00 | 6 | $1,410.00 |
| OUR EL G2 RQ TRADE M 2 25-SET | 9781643113814 | OUR EL Education Grade 2. Required Trade, Module 2, 25-Student Set | $194.00 | 6 | $1,164.00 |
| OUR EL G2 RQ TRADE M 3 25-SET | 9781643113821 | OUR EL Education Grade 2. Required Trade, Module 3, 25-Student Set | $326.00 | 6 | $1,956.00 |
| OUR EL G2 RQ TRADE M 4 25-SET | 9781643113838 | OUR EL Education Grade 2. Required Trade, Module 4, 25-Student Set | $489.00 | 6 | $2,934.00 |
| OUR EL G3 LANG ART SDNT COURSE | 9781683623762 | OUR EL Education, Grade 3: Language Arts. Student Full Course Bundle (Updated) | $32.00 | 105 | $3,360.00 |

| | | | | | |
|---|---|---|---|---|---|
| OUR EL G3 LANG ART TCHR COURSE | 9781643112954 | OUR El Education, Grade 3: Language Arts & ALL Block. Teacher Full Course Bundle (Updated) | $320.00 | 5 | $1,600.00 |
| OUR EL G3 RQ TRADE M 1 25-SET | 9781643113906 | OUR EL Education Grade 3. Required Trade, Module 1, 25-Student Set | $783.00 | 5 | $3,915.00 |
| OUR EL G3 RQ TRADE M 2 25-SET | 9781643113913 | OUR EL Education Grade 3. Required Trade, Module 2, 25-Student Set | $493.00 | 5 | $2,465.00 |
| OUR EL G3 RQ TRADE M 3 25-SET | 9781643113920 | OUR EL Education Grade 3. Required Trade, Module 3, 25-Student Set | $141.00 | 5 | $705.00 |
| OUR EL G3 RQ TRADE M 4 25-SET | 9781643113937 | OUR EL Education Grade 3. Required Trade, Module 4, 25-Student Set | $405.00 | 5 | $2,025.00 |
| OUR EL G3 RC TRADE MOD 1 | 9781643111216 | OUR EL Education Grade 3 Recommended Trade Module 1 | $153.00 | 1 | $153.00 |
| OUR EL G3 RC TRADE MOD 2 | 9781643111223 | OUR EL Education Grade 3 Recommended Trade Module 2 | $173.00 | 1 | $173.00 |
| OUR EL G3 RC TRADE MOD 3 | 9781643111230 | OUR EL Education Grade 3 Recommended Trade Module 3 | $233.00 | 1 | $233.00 |
| OUR EL G3 RC TRADE MOD 4 | 9781643111247 | OUR EL Education Grade 3 Recommended Trade Module 4 | $305.00 | 1 | $305.00 |
| OUR EL G4 LANG ART SDNT COURSE | 9781683623779 | OUR EL Education, Grade 4: Language Arts. Student Full Course Bundle(Updated) | $32.00 | 105 | $3,360.00 |
| OUR EL G4 LANG ART TCHR COURSE | 9781643112961 | OUR El Education, Grade 4: Language Arts & ALL Block. Teacher Full Course Bundle (Updated) | $320.00 | 3 | $960.00 |
| OUR EL G4 RQ TRADE M 1 25-SET | 9781643114002 | OUR EL Education Grade 4. Required Trade, Module 1, 25-Student Set | $177.00 | 3 | $531.00 |

| | | | | | |
|---|---|---|---|---|---|
| OUR EL G4 RQ TRADE M 2 25-SET | 9781643114019 | OUR EL Education Grade 4. Required Trade, Module 2, 25-Student Set | $521.00 | 3 | $1,563.00 |
| OUR EL G4 RQ TRADE M 3 25-SET | 9781643114026 | OUR EL Education Grade 4. Required Trade, Module 3, 25-Student Set | $762.00 | 3 | $2,286.00 |
| OUR EL G4 RQ TRADE M 4 25-SET | 9781643114033 | OUR EL Education Grade 4. Required Trade, Module 4, 25-Student Set | $162.00 | 3 | $486.00 |
| OUR EL G5 LANG ART SDNT COURSE | 9781683623786 | OUR EL Education, Grade 5: Language Arts. Student Full Course Bundle (Updated) | $32.00 | 90 | $2,880.00 |
| OUR EL G5 LANG ART TCHR COURSE | 9781643112978 | OUR El Education, Grade 5: Language Arts & ALL Block. Teacher Full Course Bundle (Updated) | $320.00 | 2 | $640.00 |
| OUR EL G5 RQ TRADE M 1 25-SET | 9781643114101 | OUR EL Education Grade 5. Required Trade, Module 1, 25-Student Set | $153.00 | 2 | $306.00 |
| OUR EL G5 RQ TRADE M 2 25-SET | 9781643114118 | OUR EL Education Grade 5. Required Trade, Module 2, 25-Student Set | $225.00 | 2 | $450.00 |
| OUR EL G5 RQ TRADE M 3 25-SET | 9781643114125 | OUR EL Education Grade 5. Required Trade, Module 3, 25-Student Set | $365.00 | 2 | $730.00 |
| OUR EL G5 RQ TRADE M 4 25-SET | 9781643114132 | OUR EL Education Grade 5. Required Trade, Module 4, 25-Student Set | $222.00 | 2 | $444.00 |
| OUR EL G5 RC TRADE MOD 1 | 9781643111315 | OUR EL Education Grade 5 Recommended Trade Module 1 | $414.00 | 1 | $414.00 |
| OUR EL G5 RC TRADE MOD 2 | 9781643111322 | OUR EL Education Grade 5 Recommended Trade Module 2 | $153.00 | 1 | $153.00 |
| OUR EL G5 RC TRADE MOD 3 | 9781643111339 | OUR EL Education Grade 5 Recommended Trade Module 3 | $408.00 | 1 | $408.00 |
| OUR EL G5 RC TRADE MOD 4 | 9781643111346 | OUR EL Education Grade 5 Recommended Trade Module 4 | $309.00 | 1 | $309.00 |

**Subtotal:** $77,435.00

**Total:** $77,435.00

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- Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

**Ordering Information:**

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

**Payment Information:**

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.
- A 3% service charge will be applied for credit card payments.
- After 90 days, a fee of 1.5% per month will be charged on unpaid balances

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- The District must make best efforts to inspect books for material defects within 60 days of receipt to ensure timely replacement.
- Issues requiring warranty support may be directed to support@openup.org.

**Proposal for Partnership**

| | | | |
|---|---|---|---|
| **Quote Number** | Q-03956 | **Created Date** | 05/22/2019 |
| **Contact Name** | Yvette Stewart | **Expiration Date** | 06/20/2019 |
| | | **Account Name** | E. Brainerd Elementary |
| **Prepared By** | Michelle Vazquez | **Bill To** | 7660 Goodwin Rd. |
| **Title** | ELA Field Team Analyst | | Chattanooga, TN |
| **Email** | michelle.vazquez@openup.org | | 37421 |
| **Phone** | | | |

**Introduction**

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

| Product | Product Code | Description | Sales Price | Qty. | Total Price |
|---|---|---|---|---|---|
| OUR EL G3 LANG ART SDNT COURSE | 9781683623762 | OUR EL Education, Grade 3: Language Arts. Student Full Course Bundle (Updated) | $32.00 | 170 | $5,440.00 |
| OUR EL G3 LANG ART TCHR COURSE | 9781643112954 | OUR El Education, Grade 3: Language Arts & ALL Block. Teacher Full Course Bundle (Updated) | $320.00 | 9 | $2,880.00 |
| OUR EL G3 RQ TRADE M 1 25-SET | 9781643113906 | OUR EL Education Grade 3. Required Trade, Module 1, 25-Student Set | $783.00 | 9 | $7,047.00 |
| OUR EL G3 RQ TRADE M 2 25-SET | 9781643113913 | OUR EL Education Grade 3. Required Trade, Module 2, 25-Student Set | $493.00 | 9 | $4,437.00 |
| OUR EL G3 RQ TRADE M 3 25-SET | 9781643113920 | OUR EL Education Grade 3. Required Trade, Module 3, 25-Student Set | $141.00 | 9 | $1,269.00 |
| OUR EL G3 RQ TRADE M 4 25-SET | 9781643113937 | OUR EL Education Grade 3. Required Trade, Module 4, | $405.00 | 9 | $3,645.00 |

| | | | | | |
|---|---|---|---|---|---|
| | | 25-Student Set | | | |
| OUR EL G3 RC TRADE MOD 1 | 9781643111216 | OUR EL Education Grade 3 Recommended Trade Module 1 | $153.00 | 1 | $153.00 |
| OUR EL G3 RC TRADE MOD 2 | 9781643111223 | OUR EL Education Grade 3 Recommended Trade Module 2 | $173.00 | 1 | $173.00 |
| OUR EL G3 RC TRADE MOD 3 | 9781643111230 | OUR EL Education Grade 3 Recommended Trade Module 3 | $233.00 | 1 | $233.00 |
| OUR EL G3 RC TRADE MOD 4 | 9781643111247 | OUR EL Education Grade 3 Recommended Trade Module 4 | $305.00 | 1 | $305.00 |
| OUR EL G4 LANG ART SDNT COURSE | 9781683623779 | OUR EL Education, Grade 4: Language Arts. Student Full Course Bundle(Updated) | $32.00 | 165 | $5,280.00 |
| OUR EL G4 LANG ART TCHR COURSE | 9781643112961 | OUR El Education, Grade 4: Language Arts & ALL Block. Teacher Full Course Bundle (Updated) | $320.00 | 4 | $1,280.00 |
| OUR EL G4 RQ TRADE M 1 25-SET | 9781643114002 | OUR EL Education Grade 4. Required Trade, Module 1, 25-Student Set | $177.00 | 4 | $708.00 |
| OUR EL G4 RQ TRADE M 2 25-SET | 9781643114019 | OUR EL Education Grade 4. Required Trade, Module 2, 25-Student Set | $521.00 | 4 | $2,084.00 |
| OUR EL G4 RQ TRADE M 3 25-SET | 9781643114026 | OUR EL Education Grade 4. Required Trade, Module 3, 25-Student Set | $762.00 | 4 | $3,048.00 |
| OUR EL G4 RQ TRADE M 4 25-SET | 9781643114033 | OUR EL Education Grade 4. Required Trade, Module 4, 25-Student Set | $162.00 | 4 | $648.00 |
| OUR EL G4 RC TRADE MOD 1 | 9781643111261 | OUR EL Education Grade 4 Recommended Trade Module 1 | $290.00 | 1 | $290.00 |
| OUR EL G4 RC TRADE MOD 2 | 9781643111278 | OUR EL Education Grade 4 Recommended Trade Module 2 | $258.00 | 1 | $258.00 |

| | | | | | |
|---|---|---|---|---|---|
| OUR EL G4 RC TRADE MOD 3 | 9781643111285 | OUR EL Education Grade 4 Recommended Trade Module 3 | $398.00 | 1 | $398.00 |
| OUR EL G4 RC TRADE MOD 4 | 9781643111292 | OUR EL Education Grade 4 Recommended Trade Module 4 | $275.00 | 1 | $275.00 |
| OUR EL G5 LANG ART SDNT COURSE | 9781683623786 | OUR EL Education, Grade 5: Language Arts. Student Full Course Bundle (Updated) | $32.00 | 200 | $6,400.00 |
| OUR EL G5 LANG ART TCHR COURSE | 9781643112978 | OUR El Education, Grade 5: Language Arts & ALL Block. Teacher Full Course Bundle (Updated) | $320.00 | 4 | $1,280.00 |
| OUR EL G5 RQ TRADE M 1 25-SET | 9781643114101 | OUR EL Education Grade 5. Required Trade, Module 1, 25-Student Set | $153.00 | 4 | $612.00 |
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| OUR EL G5 RQ TRADE M 3 25-SET | 9781643114125 | OUR EL Education Grade 5. Required Trade, Module 3, 25-Student Set | $365.00 | 4 | $1,460.00 |
| OUR EL G5 RQ TRADE M 4 25-SET | 9781643114132 | OUR EL Education Grade 5. Required Trade, Module 4, 25-Student Set | $222.00 | 4 | $888.00 |
| OUR EL G5 RC TRADE MOD 1 | 9781643111315 | OUR EL Education Grade 5 Recommended Trade Module 1 | $414.00 | 1 | $414.00 |
| OUR EL G5 RC TRADE MOD 2 | 9781643111322 | OUR EL Education Grade 5 Recommended Trade Module 2 | $153.00 | 1 | $153.00 |
| OUR EL G5 RC TRADE MOD 3 | 9781643111339 | OUR EL Education Grade 5 Recommended Trade Module 3 | $408.00 | 1 | $408.00 |
| OUR EL G5 RC TRADE MOD 4 | 9781643111346 | OUR EL Education Grade 5 Recommended Trade Module 4 | $309.00 | 1 | $309.00 |

**Subtotal:** $52,675.00

**Total:** $52,675.00

Open Up Resources

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Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

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- Complete sets of unused, undamaged student workbooks and teacher materials
- Unused, undamaged a la carte trade books
- Complete sets of unused, undamaged required and recommended standard bundles in their bins
- Standard add-on packs
- Unused, undamaged additional bins (must be returned flat)

**The following materials are not refundable:**

- Custom trade book bundles and their bins
- Lab Materials Kits

**Warranty:**

- Open Up warrants to the District that for one year from the date of purchase (the 'Warranty Period'), all printed textbooks provided by Open Up pursuant to this RFP ('Textbooks') will be free from material manufacturing defects in material and workmanship that render such Textbooks unusable. To the extent that a material manufacturing defect that makes any Textbook unusable is discovered during the Warranty Period, Open Up will provide the District with a functionally equivalent replacement Textbook at no additional cost to the District. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, OPEN UP MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TEXTBOOKS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THIS WARRANTY DOES NOT APPLY TO LAB MATERIALS KITS.
- The District must make best efforts to inspect books for material defects within 60 days of receipt to ensure timely replacement.
- Issues requiring warranty support may be directed to support@openup.org.

**Proposal for Partnership**

| | | | |
|---|---|---|---|
| **Quote Number** | Q-03954 | **Created Date** | 05/24/2019 |
| **Contact Name** | Yvette Stewart | **Expiration Date** | 06/20/2019 |
| | | **Account Name** | East Lake Elementary School |
| **Prepared By** | Michelle Vazquez | **Bill To** | |
| **Title** | ELA Field Team Analyst | | Chattanooga, TN |
| **Email** | michelle.vazquez@openup.org | | 37407 |
| **Phone** | | | |

**Introduction**

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

| Product | Product Code | Description | Sales Price | Qty. | Total Price |
|---|---|---|---|---|---|
| OUR EL GK LANG ART SDNT COURSE | 9781683623670 | OUR EL Education, Grade K: Language Arts & Labs. Student Full Course Bundle (Updated) | $22.00 | 100 | $2,200.00 |
| OUR EL GK SKILLS DC SDNT COURS | 9781643112893 | OUR EL Education, Grade K: Skills Block Decodables. Student Full Course (Updated) | $10.00 | 100 | $1,000.00 |
| OUR EL GK LANG ART TCHR COURSE | 9781643112923 | OUR EL Education, Grade K: Language Arts & Labs. Teacher Full Course Bundle (Updated) | $320.00 | 5 | $1,600.00 |
| OUR EL GK SKILLS TCHR COURSE | 9781643112985 | OUR EL Education, Grade K: Skills Block. Teacher Full Course Bundle (Updated) | $297.00 | 5 | $1,485.00 |
| OUR EL GK RQ TRADE M 1 25-SET | 9781643114545 | OUR EL Education Grade K. Required Trade, Module 1, 25-Student Set | $189.00 | 5 | $945.00 |

| | | | | | |
|---|---|---|---|---|---|
| OUR EL GK RQ TRADE M 2 25-SET | 9781643114552 | OUR EL Education Grade K. Required Trade, Module 2, 25-Student Set | $208.00 | 5 | $1,040.00 |
| OUR EL GK RQ TRADE M 3 25-SET | 9781643114569 | OUR EL Education Grade K. Required Trade, Module 3, 25-Student Set | $115.00 | 5 | $575.00 |
| OUR EL GK RQ TRADE M 4 25-SET | 9781643114576 | OUR EL Education Grade K. Required Trade, Module 4, 25-Student Set | $195.00 | 5 | $975.00 |
| OUR EL GK RC TRADE MOD 1 | 9781643110561 | OUR EL Education Grade K Recommended Trade Module 1 | $336.00 | 1 | $336.00 |
| OUR EL GK RC TRADE MOD 2 | 9781643110578 | OUR EL Education Grade K Recommended Trade Module 2 | $203.00 | 1 | $203.00 |
| OUR EL GK RC TRADE MOD 3 | 9781643110585 | OUR EL Education Grade K Recommended Trade Module 3 | $377.00 | 1 | $377.00 |
| OUR EL GK RC TRADE MOD 4 | 9781643110592 | OUR EL Education Grade K Recommended Trade Module 4 | $260.00 | 1 | $260.00 |
| OUR EL G1 LANG ART SDNT COURSE | 9781683623687 | OUR EL Education, Grade 1: Language Arts & Labs. Student Full Course Bundle (Updated) | $32.00 | 105 | $3,360.00 |
| OUR EL G1 SKILLS DC SDNT COURS | 9781643112909 | OUR EL Education, Grade 1: Skills Block Decodables. Student Full Course (Updated) | $15.00 | 105 | $1,575.00 |
| OUR EL G1 LANG ART TCHR COURSE | 9781643112930 | OUR EL Education, Grade 1: Language Arts & Labs. Teacher Full Course Bundle (Updated) | $320.00 | 5 | $1,600.00 |
| OUR EL G1 SKILLS TCHR COURSE | 9781643112992 | OUR EL Education, Grade 1: Skills Block. Teacher Full Course Bundle (Updated) | $297.00 | 5 | $1,485.00 |
| OUR EL G1 RQ TRADE M 1 25-SET | 9781643113708 | OUR EL Education Grade 1. Required Trade, Module 1, 25-Student Set | $230.00 | 5 | $1,150.00 |

| | | | | | |
|---|---|---|---|---|---|
| OUR EL G1 RQ TRADE M 2 25-SET | 9781643113715 | OUR EL Education Grade 1. Required Trade, Module 2, 25-Student Set | $242.00 | 5 | $1,210.00 |
| OUR EL G1 RQ TRADE M 3 25-SET | 9781643113722 | OUR EL Education Grade 1. Required Trade, Module 3, 25-Student Set | $445.00 | 5 | $2,225.00 |
| OUR EL G1 RQ TRADE M 4 25-SET | 9781643113739 | OUR EL Education Grade 1. Required Trade, Module 4, 25-Student Set | $164.00 | 5 | $820.00 |
| OUR EL G2 LANG ART SDNT COURSE | 9781683623694 | OUR EL Education, Grade 2: Language Arts & Labs. Student Full Course Bundle (Updated) | $32.00 | 110 | $3,520.00 |
| OUR EL G2 SKILLS DC SDNT COURS | 9781643112916 | OUR EL Education, Grade 2: Skills Block Decodables. Student Full Course (Updated) | $15.00 | 110 | $1,650.00 |
| OUR EL G2 LANG ART TCHR COURSE | 9781643112947 | OUR EL Education, Grade 2: Language Arts & Labs. Teacher Full Course Bundle (Updated) | $320.00 | 5 | $1,600.00 |
| OUR EL G2 SKILLS TCHR COURSE | 9781643113005 | OUR EL Education, Grade 2: Skills Block. Teacher Full Course Bundle (Updated) | $297.00 | 5 | $1,485.00 |
| OUR EL G2 RQ TRADE M 1 25-SET | 9781643113807 | OUR EL Education Grade 2. Required Trade, Module 1, 25-Student Set | $235.00 | 5 | $1,175.00 |
| OUR EL G2 RQ TRADE M 2 25-SET | 9781643113814 | OUR EL Education Grade 2. Required Trade, Module 2, 25-Student Set | $194.00 | 5 | $970.00 |
| OUR EL G2 RQ TRADE M 3 25-SET | 9781643113821 | OUR EL Education Grade 2. Required Trade, Module 3, 25-Student Set | $326.00 | 5 | $1,630.00 |
| OUR EL G2 RQ TRADE M 4 25-SET | 9781643113838 | OUR EL Education Grade 2. Required Trade, Module 4, 25-Student Set | $489.00 | 5 | $2,445.00 |
| OUR EL G2 RC TRADE MOD 1 | 9781643111162 | OUR EL Education Grade 2 Recommended Trade Module 1 | $277.00 | 1 | $277.00 |

| | | | | | |
|---|---|---|---|---|---|
| OUR EL G2 RC TRADE MOD 2 | 9781643111179 | OUR EL Education Grade 2 Recommended Trade Module 2 | $284.00 | 1 | $284.00 |
| OUR EL G2 RC TRADE MOD 3 | 9781643111186 | OUR EL Education Grade 2 Recommended Trade Module 3 | $237.00 | 1 | $237.00 |
| OUR EL G2 RC TRADE MOD 4 | 9781643111193 | OUR EL Education Grade 2 Recommended Trade Module 4 | $283.00 | 1 | $283.00 |
| OUR EL G3 LANG ART SDNT COURSE | 9781683623762 | OUR EL Education, Grade 3: Language Arts. Student Full Course Bundle (Updated) | $32.00 | 100 | $3,200.00 |
| OUR EL G3 LANG ART TCHR COURSE | 9781643112954 | OUR El Education, Grade 3: Language Arts & ALL Block. Teacher Full Course Bundle (Updated) | $320.00 | 4 | $1,280.00 |
| OUR EL G3 RQ TRADE M 1 25-SET | 9781643113906 | OUR EL Education Grade 3. Required Trade, Module 1, 25-Student Set | $783.00 | 4 | $3,132.00 |
| OUR EL G3 RQ TRADE M 2 25-SET | 9781643113913 | OUR EL Education Grade 3. Required Trade, Module 2, 25-Student Set | $493.00 | 4 | $1,972.00 |
| OUR EL G3 RQ TRADE M 3 25-SET | 9781643113920 | OUR EL Education Grade 3. Required Trade, Module 3, 25-Student Set | $141.00 | 4 | $564.00 |
| OUR EL G3 RQ TRADE M 4 25-SET | 9781643113937 | OUR EL Education Grade 3. Required Trade, Module 4, 25-Student Set | $405.00 | 4 | $1,620.00 |
| OUR EL G4 LANG ART SDNT COURSE | 9781683623779 | OUR EL Education, Grade 4: Language Arts. Student Full Course Bundle(Updated) | $32.00 | 75 | $2,400.00 |
| OUR EL G4 LANG ART TCHR COURSE | 9781643112961 | OUR El Education, Grade 4: Language Arts & ALL Block. Teacher Full Course Bundle (Updated) | $320.00 | 4 | $1,280.00 |
| OUR EL G4 RQ TRADE M 1 25-SET | 9781643114002 | OUR EL Education Grade 4. Required Trade, Module 1, 25-Student Set | $177.00 | 4 | $708.00 |

| | | | | | |
|---|---|---|---|---|---|
| OUR EL G4 RQ TRADE M 2 25-SET | 9781643114019 | OUR EL Education Grade 4. Required Trade, Module 2, 25-Student Set | $521.00 | 4 | $2,084.00 |
| OUR EL G4 RQ TRADE M 3 25-SET | 9781643114026 | OUR EL Education Grade 4. Required Trade, Module 3, 25-Student Set | $762.00 | 4 | $3,048.00 |
| OUR EL G4 RQ TRADE M 4 25-SET | 9781643114033 | OUR EL Education Grade 4. Required Trade, Module 4, 25-Student Set | $162.00 | 4 | $648.00 |
| OUR EL G4 RC TRADE MOD 1 | 9781643111261 | OUR EL Education Grade 4 Recommended Trade Module 1 | $290.00 | 1 | $290.00 |
| OUR EL G4 RC TRADE MOD 2 | 9781643111278 | OUR EL Education Grade 4 Recommended Trade Module 2 | $258.00 | 1 | $258.00 |
| OUR EL G4 RC TRADE MOD 3 | 9781643111285 | OUR EL Education Grade 4 Recommended Trade Module 3 | $398.00 | 1 | $398.00 |
| OUR EL G4 RC TRADE MOD 4 | 9781643111292 | OUR EL Education Grade 4 Recommended Trade Module 4 | $275.00 | 1 | $275.00 |
| OUR EL G5 LANG ART SDNT COURSE | 9781683623786 | OUR EL Education, Grade 5: Language Arts. Student Full Course Bundle (Updated) | $32.00 | 105 | $3,360.00 |
| OUR EL G5 LANG ART TCHR COURSE | 9781643112978 | OUR El Education, Grade 5: Language Arts & ALL Block. Teacher Full Course Bundle (Updated) | $320.00 | 5 | $1,600.00 |
| OUR EL G5 RQ TRADE M 1 25-SET | 9781643114101 | OUR EL Education Grade 5. Required Trade, Module 1, 25-Student Set | $153.00 | 5 | $765.00 |
| OUR EL G5 RQ TRADE M 2 25-SET | 9781643114118 | OUR EL Education Grade 5. Required Trade, Module 2, 25-Student Set | $225.00 | 5 | $1,125.00 |
| OUR EL G5 RQ TRADE M 3 25-SET | 9781643114125 | OUR EL Education Grade 5. Required Trade, Module 3, 25-Student Set | $365.00 | 5 | $1,825.00 |
| OUR EL G5 RQ TRADE M 4 25-SET | 9781643114132 | OUR EL Education Grade 5. Required Trade, Module 4, 25-Student Set | $222.00 | 5 | $1,110.00 |

**Subtotal:** $72,919.00

**Total:** $72,919.00

## Terms & Conditions

**Pricing Information:**

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice.
- Note: This is a cost proposal, not a formal contract.
- Due to some titles occasionally going out of print, the availability of recommended titles in tradebook bundles may change at any time. This includes titles contained in custom tradebook bundles. If a title cannot be included in your order, we will update your invoice to reflect the updated contents of your order. Please review the packing slip included with your order, to be certain you know which products you have received.
- Due to changes in book pricing, tradebook prices may be subject to change. If a tradebook price changes after we have submitted a quote to you, we may contact you to provide an updated quote.

**Shipping and Handling Charges:**

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in ca rtons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

**Ordering Information:**

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

**Payment Information:**

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.
- A 3% service charge will be applied for credit card payments.
- After 90 days, a fee of 1.5% per month will be charged on unpaid balances

**Shortages and Damaged Materials**

Please inventory your materials upon receipt. Open Up Resources will replace damaged, missing, or incorrect materials from an order at no cost to the customer if notified within 30 days of the shipment arrival date.

**Returns**

In most cases, Open Up Resources will refund returned materials that are unused and undamaged if notified within 30 days of the shipment arrival date. Please see below for more information on what materials can be returned.

**Open Up Resources will accept returns of the following materials:**

- Complete sets of unused, undamaged student workbooks and teacher materials
- Unused, undamaged a la carte trade books
- Complete sets of unused, undamaged required and recommended standard bundles in their bins
- Standard add-on packs
- Unused, undamaged additional bins (must be returned flat)

**The following materials are not refundable:**

- Custom trade book bundles and their bins
- Lab Materials Kits

**Warranty:**

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- The District must make best efforts to inspect books for material defects within 60 days of receipt to ensure timely replacement.
- Issues requiring warranty support may be directed to support@openup.org.

**Proposal for Partnership**

| | | | |
|---|---|---|---|
| **Quote Number** | Q-03961 | **Created Date** | 05/22/2019 |
| **Contact Name** | Yvette Stewart | **Expiration Date** | 06/20/2019 |
| | | **Account Name** | Ooltewah Elementary |
| **Prepared By** | Michelle Vazquez | **Bill To** | 8890 Snowy Owl Road |
| **Title** | ELA Field Team Analyst | | Ooltewah, TN |
| **Email** | michelle.vazquez@openup.org | | 37363 |
| **Phone** | | | |

**Introduction**

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

| Product | Product Code | Description | Sales Price | Qty. | Total Price |
|---|---|---|---|---|---|
| OUR EL G3 LANG ART SDNT COURSE | 9781683623762 | OUR EL Education, Grade 3: Language Arts. Student Full Course Bundle (Updated) | $32.00 | 170 | $5,440.00 |
| OUR EL G3 LANG ART TCHR COURSE | 9781643112954 | OUR El Education, Grade 3: Language Arts & ALL Block. Teacher Full Course Bundle (Updated) | $320.00 | 4 | $1,280.00 |
| OUR EL G3 RQ TRADE M 1 25-SET | 9781643113906 | OUR EL Education Grade 3. Required Trade, Module 1, 25-Student Set | $783.00 | 4 | $3,132.00 |
| OUR EL G3 RQ TRADE M 2 25-SET | 9781643113913 | OUR EL Education Grade 3. Required Trade, Module 2, 25-Student Set | $493.00 | 4 | $1,972.00 |
| OUR EL G3 RQ TRADE M 3 25-SET | 9781643113920 | OUR EL Education Grade 3. Required Trade, Module 3, 25-Student Set | $141.00 | 4 | $564.00 |
| OUR EL G3 RQ TRADE M 4 25-SET | 9781643113937 | OUR EL Education Grade 3. Required Trade, Module 4, | $405.00 | 4 | $1,620.00 |

| | | | | | |
|---|---|---|---|---|---|
| | | 25-Student Set | | | |
| OUR EL G4 LANG ART SDNT COURSE | 9781683623779 | OUR EL Education, Grade 4: Language Arts. Student Full Course Bundle(Updated) | $32.00 | 190 | $6,080.00 |
| OUR EL G4 LANG ART TCHR COURSE | 9781643112961 | OUR El Education, Grade 4: Language Arts & ALL Block. Teacher Full Course Bundle (Updated) | $320.00 | 3 | $960.00 |
| OUR EL G4 RQ TRADE M 1 25-SET | 9781643114002 | OUR EL Education Grade 4. Required Trade, Module 1, 25-Student Set | $177.00 | 3 | $531.00 |
| OUR EL G4 RQ TRADE M 2 25-SET | 9781643114019 | OUR EL Education Grade 4. Required Trade, Module 2, 25-Student Set | $521.00 | 3 | $1,563.00 |
| OUR EL G4 RQ TRADE M 3 25-SET | 9781643114026 | OUR EL Education Grade 4. Required Trade, Module 3, 25-Student Set | $762.00 | 3 | $2,286.00 |
| OUR EL G4 RQ TRADE M 4 25-SET | 9781643114033 | OUR EL Education Grade 4. Required Trade, Module 4, 25-Student Set | $162.00 | 3 | $486.00 |
| OUR EL G4 RC TRADE MOD 1 | 9781643111261 | OUR EL Education Grade 4 Recommended Trade Module 1 | $290.00 | 1 | $290.00 |
| OUR EL G4 RC TRADE MOD 2 | 9781643111278 | OUR EL Education Grade 4 Recommended Trade Module 2 | $258.00 | 1 | $258.00 |
| OUR EL G4 RC TRADE MOD 3 | 9781643111285 | OUR EL Education Grade 4 Recommended Trade Module 3 | $398.00 | 1 | $398.00 |
| OUR EL G4 RC TRADE MOD 4 | 9781643111292 | OUR EL Education Grade 4 Recommended Trade Module 4 | $275.00 | 1 | $275.00 |
| OUR EL G5 LANG ART SDNT COURSE | 9781683623786 | OUR EL Education, Grade 5: Language Arts. Student Full Course Bundle (Updated) | $32.00 | 180 | $5,760.00 |
| OUR EL G5 LANG ART TCHR COURSE | 9781643112978 | OUR El Education, Grade 5: Language Arts & ALL Block. | $320.00 | 3 | $960.00 |

| | | | | | |
|---|---|---|---|---|---|
| | | Teacher Full Course Bundle (Updated) | | | |
| OUR EL G5 RQ TRADE M 1 25-SET | 9781643114101 | OUR EL Education Grade 5. Required Trade, Module 1, 25-Student Set | $153.00 | 3 | $459.00 |
| OUR EL G5 RQ TRADE M 2 25-SET | 9781643114118 | OUR EL Education Grade 5. Required Trade, Module 2, 25-Student Set | $225.00 | 3 | $675.00 |
| OUR EL G5 RQ TRADE M 3 25-SET | 9781643114125 | OUR EL Education Grade 5. Required Trade, Module 3, 25-Student Set | $365.00 | 3 | $1,095.00 |
| OUR EL G5 RQ TRADE M 4 25-SET | 9781643114132 | OUR EL Education Grade 5. Required Trade, Module 4, 25-Student Set | $222.00 | 3 | $666.00 |
| OUR EL G5 RC TRADE MOD 1 | 9781643111315 | OUR EL Education Grade 5 Recommended Trade Module 1 | $414.00 | 1 | $414.00 |
| OUR EL G5 RC TRADE MOD 2 | 9781643111322 | OUR EL Education Grade 5 Recommended Trade Module 2 | $153.00 | 1 | $153.00 |
| OUR EL G5 RC TRADE MOD 3 | 9781643111339 | OUR EL Education Grade 5 Recommended Trade Module 3 | $408.00 | 1 | $408.00 |
| OUR EL G5 RC TRADE MOD 4 | 9781643111346 | OUR EL Education Grade 5 Recommended Trade Module 4 | $309.00 | 1 | $309.00 |

**Subtotal:** $38,034.00

**Total:** $38,034.00

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- Due to some titles occasionally going out of print, the availability of recommended titles in tradebook bundles may change at any time. This includes titles contained in custom tradebook bundles. If a title cannot be included in your order, we will update your invoice to reflect the

updated contents of your order. Please review the packing slip included with your order, to be certain you know which products you have received.

- Due to changes in book pricing, tradebook prices may be subject to change. If a tradebook price changes after we have submitted a quote to you, we may contact you to provide an updated quote.

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- Standard orders will be shipped via ground carrier, standard delivery.
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- Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

**Ordering Information:**

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

**Payment Information:**

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.
- A 3% service charge will be applied for credit card payments.
- After 90 days, a fee of 1.5% per month will be charged on unpaid balances

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- Unused, undamaged a la carte trade books
- Complete sets of unused, undamaged required and recommended standard bundles in their bins
- Standard add-on packs
- Unused, undamaged additional bins (must be returned flat)

**The following materials are not refundable:**

- Custom trade book bundles and their bins
- Lab Materials Kits

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- The District must make best efforts to inspect books for material defects within 60 days of receipt to ensure timely replacement.
- Issues requiring warranty support may be directed to support@openup.org.

HAMILTON COUNTY SCHOOLS

# MEMO

## Request for Emergency/Early Approval

To: Executive Committee of the Board

From: Justin Witt

Date: May 23, 2019

Subject: Soddy Daisy High School – Compressor for chiller

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

A compressor has recently failed on a chiller at Soddy Daisy High School. In order to expedite the replacement of the compressor, I request early approval. Trane is the sole source provider.

Please see the attached sole source letter and quotation for $49,609.62.

Funding provided from capital funds.

Superintendent: School Board Chairman:

Signatures on file in the Purchasing Department

_____ _____

Dr. Bryan Johnson Joe Wingate

# QUOTATION SHEET

DATE 5/7/2019

(Subject to Audit)

## HAMILTON COUNTY DEPARTMENT OF EDUCATION

DEPARTMENT NAME OR SCHOOL NAME MAINTENANCE

PERSON CALLING FOR QUOTE NATHAN CARRIER

Quote information covers purchases on REQ # WO 249632 SODDY DAISY CHILLER

Remarks: _____

| | | VENDOR NAME | | VENDOR NAME | | VENDOR NAME | |
|---|---|---|---|---|---|---|---|
| | | TRANE | | | | | |
| | | VENDOR REP NAME | | VENDOR REP NAME | | VENDOR REP NAME | |
| | | RANDY WILKSON | | | | | |
| QUANTITY | DESCRIPTION | UNIT | TOTAL | UNIT | TOTAL | UNIT | TOTAL |
| 2 | 100 TON SCREW COMP. | | 48,766.55 | | | | |
| 1 | SERVICE AGREEMENT | | 843.07 | | | | |
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| | | | | | | | |
| Delivery Charge – if additional | | X | | X | | X | |
| | | GRAND TOTAL | 49,609.62 | GRAND TOTAL | | GRAND TOTAL | |

QUOTED PRICES ARE FOR: INDIVIDUAL ITEM ( )_____ _____ _____

ALL OR NONE ( )_____ _____ _____

If items are wanted from a Vendor whose prices are higher than another Vendor's prices listed on this page, explain why:

_____

_____

Permission given to accept items at above prices stated from: _____

(COMPANY)

BY: STACEY SWAFFORD

Principal or Department Head




Trane U.S. Inc. dba Trane
6138 Preservation Drive, Suite 500
Chattanooga, TN 37416-3662
Phone:
Fax: (423) 485-8139
Service Contact: (423) 296-1506

May 7, 2019

Hamilton County Department of Education
6703 Bonny Oaks Drive
CHATTANOOGA, TN 37421
Attention: Nate Crabtree

To whom it may concern:

I wanted to address the Trane Sole Source related to the Soddy Daisy RTAA Chiller R'newal Program.

This compressor replacement program is a "Trane Only Program".

Trane developed this program to help customers be "Proactive" and to be able to have a longer warranty period of the two years verses the standard one year parts.

**Please let me know if you need any additional information.**

Sincerely,

Randy Hixon
Team Leader Owner Direct
Trane Commercial Systems
Ingersoll Rand
6138 Preservation Drive Suite 500
Chattanooga, TN 37416
USA
Office 423-296-1506
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# R'NEWAL™ SERVICES

**Trane Office**
Trane U.S. Inc. dba Trane
6138 Preservation Drive, Suite 500
CHATTANOOGA, TN 37416

**Trane Representative**
Randy Hixon
Cell: (423) 240-5791
Office: (423) 296-1506

**Proposal ID**
2672018

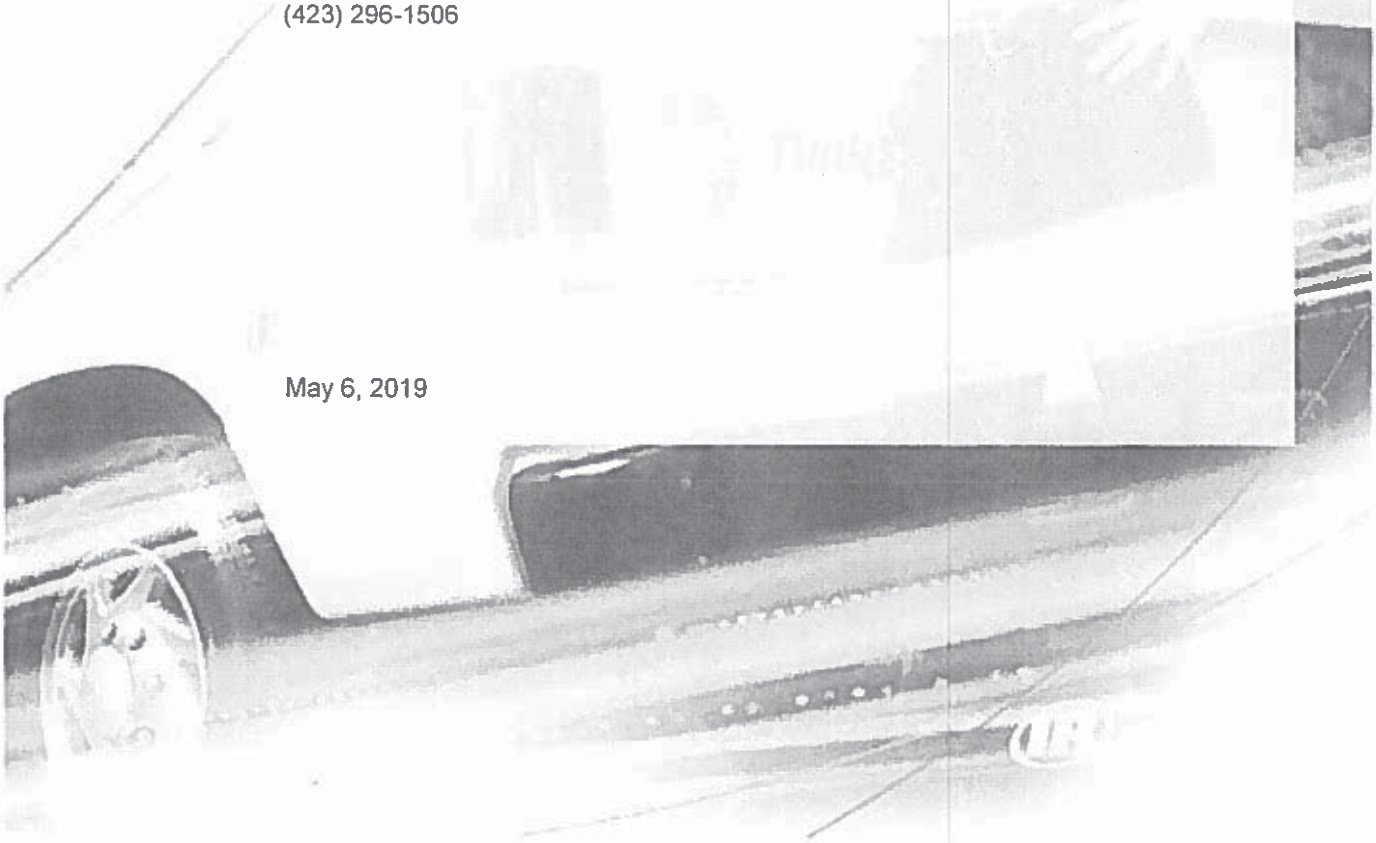
**Service Contract Number**

**Contact Telephone Number for Service**
(423) 296-1506

**Company Name**
Hamilton County Department of Education
6703 Bonny Oaks Drive
CHATTANOOGA, TN 37421
Atten: Nate Crabtree

**Site Address:**
Soddy Daisy High School
618 Sequoyah Access Road
SODDY DAISY, TN 37379
United States

May 6, 2019



| Equipment | Qty. | Manufacturer | Model Number | Serial Number | Area Served / Asset Tag |
|---|---|---|---|---|---|
| Air Cooled Chiller | 1 | Trane | RTAA300 | U94M25455 | |

Scope:
Replace 2 failed 100- ton compressor(s) in the above listed chiller by performing the following:

- Remove and weigh R-22 refrigerant into EPA approved containers.
- Set-up crane in preparation for circuit #2 and #3 failed compressor(s) removal.
- Unbolt old faulty compressor(s) and remove electrical wiring.
- Set R'newed compressor(s) in place.
- Connect piping and electrical to R'newed compressor(s).
- Replace high pressure switch on compressor.
- Replace oil filter and drier cores on both circuits.
- Pressurize circuit and verify no leaks.
- Pull vacuum and verify proper micron level.
- Add removed and customer provided additional refrigerant to both circuit.
- Power up chiller and heat up oil circuit(s).
- Perform start-up and verify operation.
- Log chiller and provide report to the customer.
- Compressor(s) will have a two year parts and labor warranty.

Note: Customer will be responsible for providing additional R-22 refrigerant. If the circuit refrigerant is burnt then the customer will also be responsible for the clean-up outside of Trane changing the oil filter, refrigerant cores and adding acid away.

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TRANE



LET'S GO BEYOND™

# PRICING AND ACCEPTANCE

Attention: Nate Crabtree

Hamilton County Department of Education
6703 Bonny Oaks Drive
CHATTANOOGA, TN 37421

Site Address:
Soddy Daisy High School
618 Sequoyah Access Road
SODDY DAISY, TN 37379
United States

**Total Price:.....$48,766.55 USD**

## Clarifications

1. Price does not include applicable sales taxes, which will be added and reflected in the invoice(s).
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 6 of the attached Terms and Conditions – Quoted Service.

**This proposal is valid 30 days from May 6, 2019.**

**This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.**

| CUSTOMER ACCEPTANCE | TRANE ACCEPTANCE<br>Trane U.S. Inc. dba Trane |
|---|---|
| | Randy Hixon |
| _____<br>Authorized Representative | _____<br>Submitted By: Randy Hixon |
| _____<br>Printed Name | Proposal Date: May 6, 2019<br>Cell: (423) 240-5791<br>Office: (423) 296-1506<br>License Number: |
| _____<br>Title | _____<br>Authorized Representative |
| _____<br>Purchase Order | _____<br>Title |
| _____<br>Acceptance Date | _____<br>Signature Date |

**TERMS AND CONDITIONS – QUOTED SERVICE**
**"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.**

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

**1. Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
**2. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.
**3. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.
**4. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.
**5. Services Fees and Taxes.** Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.
**6. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.
**7. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)
**8. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.
**9. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.
**10. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:
(a) Any guarantee of room conditions or system performance;
(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing

Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminates or airborne biological agents; and
(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**11. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.
**THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**12. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**15. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

| | |
|---|---|
| Commercial General Liability | $2,000,000 per occurrence |
| Automobile Liability | $2,000,000 CSL |
| Workers Compensation | Statutory Limits |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the

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foregoing. "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections, riots, labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**18. Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250, and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**19. U.S. Government Contracts.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**20. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (1114)
Supersedes 1-10.48 (0614)

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## TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

## PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

## TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction).Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

## SAFETY TOOLS, TRAINING AND EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
  -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

## MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

## JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

TRANE

# SCHEDULED SERVICE AGREEMENT

**Trane Office**
Trane U.S. Inc. dba Trane
6138 Preservation Drive, Suite 500
CHATTANOOGA, TN 37416

**Trane Representative**
Randy Hixon
Cell: (423) 240-5791
Office: (423) 296-1506

**Proposal ID**
2484924

**Service Contract Number**

**Contact Telephone Number for Service**
(423) 296-1506

**Company Name**
Hamilton County Department of Education
6703 Bonny Oaks Drive
CHATTANOOGA, TN 37421
Atten: Nate Crabtree

**Site Address:**
Soddy Daisy High School
618 Sequoyah Access Road
SODDY DAISY, TN 37379
United States

May 6, 2019



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# EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance. It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. You will have a team of true professionals keeping your HVAC equipment running efficiently and reliability.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

**Protect your bottom line.** Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP) O&M Guide 2010*

### FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

### ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

### CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

### SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

### ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

### ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.

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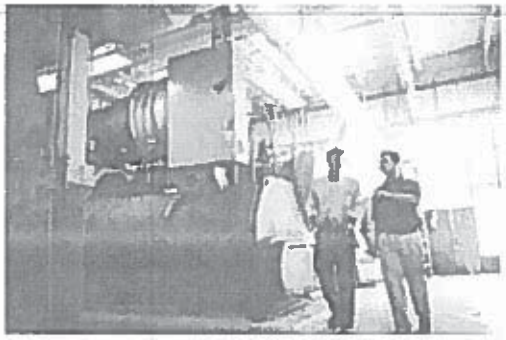
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# SCOPE OF SERVICES — STANDARD INCLUSIONS

## ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

### TRANE SCHEDULED MAINTENANCE



Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

**Advantages:**

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

**Implementation:**

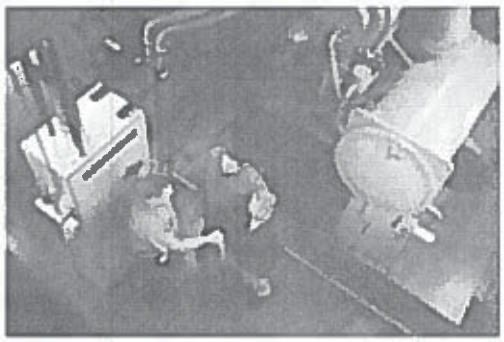
- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee

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## REFRIGERANT MANAGEMENT



US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** **This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.**

Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constrains to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has ***all*** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

**Advantages:**

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

**Implementation:**

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

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## TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

**Advantages:**

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

**Implementation:**

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

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## HVAC EQUIPMENT COVERAGE

# Soddy Daisy High School

**The following "Covered Equipment" will be serviced at Soddy Daisy High School:**

| Equipment | Qty. | Manufacturer | Model Number | Serial Number | Asset Tag |
|---|---|---|---|---|---|
| 300 Ton Air-Cooled Chiller | 1 | Trane | RTAA3004XG | U94M25455 | |

| Description | Quantity Per Term |
|---|---|
| RTAA Operational Quarterly Inspection (Service 2) | 3 |
| Oil Analysis (Service 1) | 1 |

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# SITE COVERAGE

| | |
|---|---|
| Soddy Daisy High School | 618 Sequoyah Access Road, SODDY DAISY, TN 37379, United States |

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# PRICING AND ACCEPTANCE

Hamilton County Department of Education
6703 Bonny Oaks Drive
CHATTANOOGA, TN 37421

Site Address:
Soddy Daisy High School
618 Sequoyah Access Road
SODDY DAISY, TN 37379
United States

## Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

## Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

| Contract Year | Annual Amount USD | Payment USD | Payment Term |
|---|---|---|---|
| Year 1 | $843.07 | $843.07 | Included in the R'newal |

☐ Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 25.29 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

## Term

The Initial Term of this Service Agreement is 1 year, beginning July 1, 2020. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on June 30, 2021, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (423) 296-1506 or by direct mail addressed to: 6138 Preservation Drive, Suite 500 CHATTANOOGA, TN 37416.

## Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on

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changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

## Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

## Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).**

| CUSTOMER ACCEPTANCE | TRANE ACCEPTANCE<br>Trane U.S. Inc. dba Trane |
|---|---|
| | Randy Hixon |
| Authorized Representative | Submitted By: Randy Hixon |
| Printed Name | Proposal Date: May 6, 2019<br>Cell: (423) 240-5791<br>Office: (423) 296-1506<br>License Number: |
| Title | |
| Purchase Order | Authorized Representative |
| Acceptance Date | Title |
| | Signature Date |

The Initial Term of this Service Agreement is 1 year, beginning July 1, 2020.
Total Contract Amount: $843.07 USD.

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# TERMS AND CONDITIONS

**"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.**

**1. Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

**3. Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

**4. Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1 5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

**5. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

**6. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

**7. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

**8. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant, insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of

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Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**9. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

**10. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

**12. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

**13. Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

| | |
|---|---|
| Commercial General Liability | $2,000,000 per occurrence |
| Automobile Liability | $2,000,000 CSL |
| Workers Compensation | Statutory Limits |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

**14. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God, acts of terrorism, war or the public enemy; flood, earthquake, lightning, tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

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**15. Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected, in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

**16. Remote Connectivity.** Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

**17. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**18. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights In the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**20. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)

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Supersedes 1-26 130-7 (1114)

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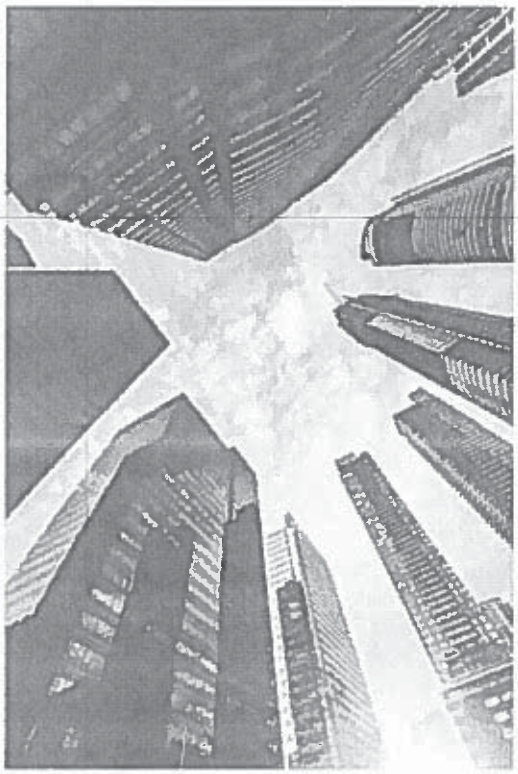
LET'S GO BEYOND™

# APPENDIX

## SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.



### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training

### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.

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## CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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# CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites.

**Service 1: Oil Analysis**
Description
- Oil Analysis

**Service 2: RTAA Operational Quarterly Inspection**
Description
- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out (Standard)
- Visual Electrical Inspection
- Remove Lock Out Tag Out
- Manual Log With Electronic Device

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2. Financial Reports

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Brent Goldberg, Chief Business Officer

DATE: June 20, 2019

SUBJECT: Monthly Financial Report

Attached is the monthly financial report comparing budget to actual through April, 2019. The presentation of the monthly financial statement compares actual year-to-date expenditures to the original adopted budget and the year-to-date amended budget.

**HAMILTON COUNTY SCHOOLS**
**REVENUE/OBLIGATIONS VS BUDGET**
**PERIOD ENDED APRIL, 2019**

| | General Purpose | | | Federal Programs | | | Self-Funded Programs | | | Child Nutrition | | | Grand Totals | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **REVENUES** | **Budget** | **Revised Budget** | **YTD Actual** | **Budget** | **Revised Budget** | **YTD Actual** | **Budget** | **Revised Budget** | **YTD Actual** | **Budget** | **Revised Budget** | **YTD Actual** | **Budget** | **Revised Budget** | **YTD Actual** |
| LOCAL TAXES | 217,273,109 | 217,273,109 | 187,990,652 | | | | | | | | | - | 217,273,109 | 217,273,109 | 187,990,652 |
| LICENSES AND PERMITS | 12,500 | 12,500 | 8,422 | | | | | | | | | - | 12,500 | 12,500 | 8,422 |
| CHARGES FOR CURRENT SERVICES | 385,674 | 385,674 | 399,112 | | | | | | | 3,730,590 | 3,730,590 | 3,365,620 | 4,116,264 | 4,116,264 | 3,764,732 |
| OTHER LOCAL REVENUES | 1,987,500 | 1,987,500 | 4,316,297 | | | | 3,725,210 | 3,725,554 | 3,472,500 | 31,815 | 31,815 | 148,297 | 5,744,525 | 5,744,869 | 7,937,094 |
| STATE OF TENNESSEE | 162,380,483 | 167,058,340 | 149,599,087 | 389,224 | 3,023,514 | 988,074 | | | | 193,000 | 193,000 | 193,368 | 162,962,707 | 170,274,854 | 150,780,529 |
| OTHER STATE REVENUES | 1,115,000 | 1,115,000 | 1,271,540 | | | | | | | | | - | 1,115,000 | 1,115,000 | 1,271,540 |
| FEDERAL GOVERNMENT | 946,647 | 946,647 | 887,386 | 26,892,797 | 34,662,122 | 16,306,896 | | | | 17,396,224 | 17,396,224 | 15,465,623 | 45,235,668 | 53,004,993 | 32,659,905 |
| OTHER SOURCES | 1,306,764 | 1,306,764 | 730,935 | | | | 2,490,201 | 3,518,187 | 1,900,390 | | | - | 3,796,965 | 4,824,951 | 2,631,325 |
| INVESTMENTS | | | | | | | | 2,250 | | | | | - | 2,250 | - |
| RESERVES/FUND BALANCE | | 5,500,000 | | | | | | 1,110,333 | | | | - | - | 6,610,333 | - |
| **TOTAL REVENUES** | **385,407,677** | **395,585,534** | **345,203,431** | **27,282,021** | **37,685,636** | **17,294,970** | **6,215,411** | **8,356,324** | **5,372,890** | **21,351,629** | **21,351,629** | **19,172,908** | **440,256,738** | **462,979,123** | **387,044,199** |
| **EXPENDITURES** | | | | | | | | | | | | | | | |
| REGULAR INSTRUCTION PROGRAM | 193,553,297 | 200,952,996 | 142,887,049 | 6,434,792 | 10,862,940 | 6,236,733 | 2,065,114 | 2,782,196 | 1,938,959 | | | | 202,053,203 | 214,598,132 | 151,062,741 |
| SPECIAL EDUCATION INSTR PROG | 36,992,898 | 37,070,830 | 26,944,146 | 6,224,712 | 6,991,681 | 3,776,420 | 250,000 | 656,612 | 730,336 | | | | 43,467,610 | 44,719,123 | 31,450,902 |
| VOCATIONAL ED INSTR PROG | 8,829,314 | 8,809,871 | 6,516,405 | 442,631 | 481,524 | 415,742 | - | 130,000 | 11,603 | | | | 9,271,945 | 9,421,395 | 6,943,750 |
| ATTENDANCE | 2,058,691 | 2,174,110 | 1,440,041 | | | | | | | | | | 2,058,691 | 2,174,110 | 1,440,041 |
| HEALTH SERVICES | 4,447,237 | 4,484,688 | 3,202,884 | 180,000 | 180,000 | 146,592 | 7,500 | 45,700 | 29,532 | | | | 4,634,737 | 4,710,388 | 3,379,008 |
| OTHER STUDENT SUPPORT | 9,430,012 | 10,392,055 | 7,813,666 | 2,013,781 | 2,977,410 | 1,438,936 | 82,928 | 87,928 | 517 | | | | 11,526,721 | 13,457,393 | 9,253,119 |
| REG INST SUPPORT | 11,323,152 | 11,405,268 | 7,748,500 | 7,617,413 | 10,310,794 | 5,524,650 | 317,723 | 596,745 | 284,374 | | | | 19,258,288 | 22,312,807 | 13,557,524 |
| SPECIAL ED INST SUPPORT | 3,336,228 | 3,381,552 | 2,419,105 | 2,951,314 | 3,226,343 | 2,139,196 | | | | | | | 6,287,542 | 6,607,895 | 4,558,301 |
| VOCATIONAL ED INST SUPPORT | 243,247 | 264,419 | 192,314 | 12,500 | 12,500 | 9,456 | | | | | | | 255,747 | 276,919 | 201,770 |
| EDUCATION TECHNOLOGY | 4,318,102 | 4,001,748 | 2,969,724 | 137,496 | 135,788 | 71,687 | | | | | | | 4,455,598 | 4,137,536 | 3,041,411 |
| BOARD OF EDUCATION | 6,198,374 | 6,205,601 | 5,795,810 | | 1,339 | | | 152,960 | 75,300 | | | | 6,198,374 | 6,359,900 | 5,871,110 |
| OFFICE OF SUPERINTENDENT | 1,836,006 | 2,059,432 | 1,399,085 | | | | 90,201 | 93,000 | 57,611 | | | | 1,926,207 | 2,152,432 | 1,456,696 |
| OFFICE OF PRINCIPAL | 27,074,169 | 27,248,147 | 20,624,778 | | | | | 100,000 | 59,441 | | | | 27,074,169 | 27,348,147 | 20,684,219 |
| FISCAL SERVICES | 3,152,211 | 3,276,771 | 2,176,965 | | | | 10,000 | 10,000 | 6,306 | | | | 3,162,211 | 3,286,771 | 2,183,271 |
| HUMAN RESOURCES | 1,585,536 | 1,661,112 | 1,218,400 | | | | | 250 | - | | | | 1,585,536 | 1,661,362 | 1,218,400 |
| OPERATION OF PLANT | 25,199,082 | 25,566,335 | 22,085,100 | | | | | | | | | | 25,199,082 | 25,566,335 | 22,085,100 |
| MAINTENANCE OF PLANT | 9,476,260 | 9,508,486 | 7,469,832 | | 631,460 | | | 46,170 | 5,149 | | | | 9,476,260 | 10,186,116 | 7,474,981 |
| TRANSPORTATION | 17,652,125 | 17,702,911 | 16,680,404 | 250,708 | 370,028 | 203,157 | | 16,455 | 6,455 | | | | 17,902,833 | 18,089,394 | 16,890,016 |
| CENTRAL AND OTHER | 460,789 | 392,861 | 268,932 | | 1,704 | 500 | | 8,552 | 700 | | | | 460,789 | 403,117 | 270,132 |
| FOOD SERVICE | - | - | - | | | | | | | 21,351,629 | 21,351,629 | 17,363,792 | 21,351,629 | 21,351,629 | 17,363,792 |
| COMMUNITY SERVICES | 338,997 | 375,439 | 123,719 | 563,633 | 882,502 | 500,290 | 3,222,463 | 3,222,463 | 2,303,551 | | | | 4,125,093 | 4,480,404 | 2,927,560 |
| EARLY CHILDHOOD EDUCATION | 2,818,428 | 2,860,824 | 1,867,261 | | | | 169,482 | 407,293 | 106,852 | | | | 2,987,910 | 3,268,117 | 1,974,113 |
| REGULAR CAPITAL OUTLAY | 130,000 | 130,000 | | | | | | | | | | | 130,000 | 130,000 | - |
| EDUCATION DEBT SERVICE | - | - | | | | | | | | | | | - | - | - |
| EDUCATION CAPITAL PROJECTS | - | - | | | | | | | | | | | - | - | - |
| OTHER USES (TRANSFERS ) | 14,953,522 | 15,660,078 | 10,133,919 | 453,041 | 619,623 | 14,269 | | | | | | | 15,406,563 | 16,279,701 | 10,148,188 |
| **TOTAL EXPENDITURES** | **385,407,677** | **395,585,534** | **291,978,039** | **27,282,021** | **37,685,636** | **20,477,628** | **6,215,411** | **8,356,324** | **5,616,686** | **21,351,629** | **21,351,629** | **17,363,792** | **440,256,738** | **462,979,123** | **335,436,145** |

3. Budget Amendments
    a. Federal Grants and Self-Funded Programs

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**3074 Hickory Valley Road**
**Chattanooga, Tennessee 37421**

# MEMORANDUM

**TO:** Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**FROM:** Brent Goldberg, Chief Business Officer

**DATE:** June 20, 2019

**SUBJECT:** Budget Amendments –Federal Grants and Self-Funded Programs

The following budget amendments for Federal Grants and Self-Funded Programs for FY2019 are recommended for your approval.

The Federal Programs budget is amended by items # 1-5. Items # 3-5 consist of current year awards. Items # 1-2 consist of current year awards and carryover from the prior year.

The Self-Funded Programs budget is amended by item # 6 and consists of grants awarded by non-federal agencies and designed for a specific purpose. Item # 6 consists of current year contributions.

1. Title IV Part A: Student Support and Academic Enrichments Grant, with transfers between line items
2. Priority Schools State Grant, with transfers between line items
3. Read to be Ready Summer Grant, with transfers between line items
4. Carl Perkins Vocational Grant, with transfers between line items
5. School Level Improvement Grant, with transfers between line items
6. Teacher Recruitment/Induction, with an increase of $200

# FEDERAL PROGRAMS
# SOURCE OF FUNDS

June 20, 2019

| BUDGET AMENDMENTS | STATE REVENUE 46000 | FEDERAL THRU STATE REVENUE 47100 | TOTAL REVENUE | AMENDMENT ITEM # |
|---|---|---|---|---|
| Title IV Part A: Student Support and Academic Enrichments Grant | | | - | 1 |
| Priority Schools State Grant | | | - | 2 |
| Read to be Ready Summer Grant | | | - | 3 |
| Carl Perkins Vocational Grant | | | - | 4 |
| School Level Improvement Grant | | | - | 5 |
| | - | - | - | |

**FEDERAL PROGRAMS**
**EXPENSE**

June 20, 2019

| BUDGET AMENDMENTS | REGULAR INSTRUCTION 71100 | CAREER AND TECHNICAL INSTRUCTION 71300 | OTHER STUDENT SUPPORT 72130 | REGULAR INSTRUCTION SUPPORT 72210 | TRANSPORTATION 72710 | INDIRECT COSTS/ TRANSFERS 99000 | TOTAL AMENDMENT AMOUNT | AMENDMENT ITEM # |
|---|---|---|---|---|---|---|---|---|
| Title IV Part A: Student Support and Academic Enrichments Grant | (4,957) | | | 4,957 | | | - | 1 |
| Priority Schools State Grant | - | | | | | | - | 2 |
| Read to be Ready Summer Grant | (100) | | | 100 | | | - | 3 |
| Carl Perkins Vocational Grant | | (641) | 641 | | | | - | 4 |
| School Level Improvement Grant | - | | | | 32 | (32) | - | 5 |
| | (100) | (641) | 641 | 100 | 32 | (32) | - | |

# SELF FUNDED PROGRAMS
# SOURCE OF FUNDS

June 20, 2019

| BUDGET AMENDMENTS | OTHER LOCAL REVENUES 44000 | TOTAL AMENDMENT AMOUNT | AMENDMENT ITEM # |
|---|---|---|---|
| Teacher Recruitment/Induction | 200 | 200 | 6 |
| | 200 | 200 | |

# SELF FUNDED PROGRAMS
# USE OF FUNDS

June 20, 2019

| BUDGET AMENDMENTS | HUMAN RESOURCES 72520 | TOTAL AMENDMENT AMOUNT | AMENDMENT ITEM # |
|---|---|---|---|
| Teacher Recruitment/Induction | 200 | 200 | 6 |
| | 200 | 200 | |

## HAMILTON COUNTY DEPT OF EDUCATION
## FEDERAL PROGRAMS
## TITLE IV PART A, STUDENT SUPPORT AND ACADEMIC ENRICHMENTS GRANT
## BUDGET FISCAL YEAR 2018-2019

| | | | | | | |
|---|---|---|---|---|---|---|
| | | **TITLE IV PART A 2019 ALLOCATION** | **904,157** | **-** | | **904,157** |
| | | **TITLE IV PART A 2018 CARRYOVER** | **118,740** | | | **118,740** |
| | | **TRANSFER TO CONSOLIDATED ADMIN** | **(18,000)** | | | **(18,000)** |
| | | **TOTAL TITLE IV PART A BUDGET** | **1,004,897** | **-** | | **1,004,897** |
| **SUMMARY BY FUNCTION OF CHANGES TO BUDGET:** | | | | | | |
| | **71100** | **Regular Instruction** | **235,779** | **42** | **(4,999)** | **230,822** |
| | **72130** | **Other Student Support** | **42,870** | | | **42,870** |
| | **72210** | **Regular Instruction Support** | **703,130** | **4,957** | **0** | **708,087** |
| | **72710** | **Transportation** | **4,942** | **0** | **0** | **4,942** |
| | **99000** | **Indirect Costs** | **18,176** | | | **18,176** |
| | | **-** | **1,004,897** | **4,999** | **(4,999)** | **1,004,897** |
| **21490000** | **41427147** | **REVENUE** | **1,004,897** | **-** | | **1,004,897** |

| ORGANIZATION KEY | OBJECT CODE | EXPENDITURE DESCRIPTION | AMENDED BUDGET 5/23/2019 | INCREASES | DECREASES | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| 21491000 | 59005901 | Indirect Costs (1.88 %) | 18,176 | | - | 18,176 |
| | | **Total 99000** | **18,176** | **-** | **-** | **18,176** |
| 21491000 | 51101981 | Substitutes | 25,860 | | | 25,860 |
| 21491000 | 51102011 | Social Security | 1,604 | | | 1,604 |
| 21491000 | 51102121 | Medicare | 376 | | | 376 |
| 21491000 | 51104291 | Instructional materials | 113,677 | | (4,957) | 108,720 |
| 21491000 | 51105999 | Charges: Field experiences | 1,500 | | | 1,500 |
| | | **Total 71100** | **143,017** | **-** | **(4,957)** | **138,060** |
| 21491000 | 52133221 | Evaluation & Testing | 42,870 | | | 42,870 |
| | | **Total 72130** | **42,870** | **-** | **-** | **42,870** |
| 21491000 | 52211899 | Curriculum Coaches (3) Related Arts, Social Studies, & STEM | 195,638 | | | 195,638 |
| 21491000 | 52211899 | Truancy Officer/Social Worker (.5 FTE) | 20,664 | | | 20,664 |
| 21491000 | 52211961 | In-service Stipends | 112,062 | 2,500 | | 114,562 |
| 21491000 | 52212011 | Social Security | 20,359 | 155 | | 20,514 |
| 21491000 | 52212041 | State Retirement | 35,218 | 266 | | 35,484 |
| 21491000 | 52212061 | Life Insurance | 227 | | | 227 |
| 21491000 | 52212071 | Health Insurance | 33,250 | | | 33,250 |
| 21491000 | 52212081 | Dental Insurance | 1,208 | | | 1,208 |
| 21491000 | 52212101 | Unemployment Compensation | 630 | | | 630 |
| 21491000 | 52212121 | Medicare | 4,762 | 36 | | 4,798 |
| 21491000 | 52212991 | Other Fringe Benefits | 608 | | | 608 |
| 21491000 | 52213081 | Consultant:COMP Training | 58,800 | | | 58,800 |
| 21491000 | 52213551 | Travel Mileage | 6,100 | | | 6,100 |
| 21491000 | 52214999 | Supplies--Staff Development COMP | 118,991 | 2,000 | | 120,991 |
| 21491000 | 52215241 | Staff Development | 84,786 | | | 84,786 |
| | | **Total 72210** | **693,303** | **4,957** | **-** | **698,260** |
| 21491000 | 52713141 | Contracts with Public Carriers | 3,700 | | | 3,700 |
| | | **Total 72710** | **3,700** | **-** | **-** | **3,700** |
| | | **TOTAL DISTRICT** | **901,066** | **4,957** | **(4,957)** | **901,066** |
| **PRIVATE SCHOOLS** | | | | | | |
| **Avondale SDA** | | | | | | |
| 21493505 | 51104291 | Instructional materials | 786 | | | 786 |
| | | **Total 71100** | **786** | **-** | **-** | **786** |
| **Brainerd Baptist** | | | | | | |
| 21493515 | 51104291 | Instructional materials | 3,896 | | | 3,896 |
| | | **Total 71100** | **3,896** | **-** | **-** | **3,896** |
| **Notre Dame** | | | | | | |
| 21493565 | 52213081 | Consultants | 8,292 | | | 8,292 |
| | | **Total 72210** | **8,292** | **-** | **-** | **8,292** |

| ORGANIZATION KEY | OBJECT CODE | EXPENDITURE DESCRIPTION | AMENDED BUDGET 5/23/2019 | INCREASES | DECREASES | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| **Saint Jude** | | | | | | |
| 21493585 | 51103999 | Contracted Services | 1,550 | | | 1,550 |
| 21493585 | 51104291 | Instructional materials | 1,440 | | | 1,440 |
| 21493585 | 51105999 | Other charges: field experiences | 1,550 | | | 1,550 |
| 21493585 | 51107221 | Instructional Equipment | 1,225 | | | 1,225 |
| | | **Total 71100** | **5,765** | **-** | **-** | **5,765** |
| **Silverdale Baptist** | | | | | | |
| 21493715 | 51104291 | Instructional materials | 18,808 | | | 18,808 |
| | | **Total 71100** | **18,808** | **-** | **-** | **18,808** |
| **Montessori School** | | | | | | |
| 21493745 | 51107221 | Instructional Equipment | 2,352 | | | 2,352 |
| | | **Total 71100** | **2,352** | **-** | **-** | **2,352** |
| **Spalding Elementary** | | | | | | |
| 21493765 | 51104291 | Instructional materials | 4,860 | | | 4,860 |
| | | **Total 71100** | **4,860** | **-** | **-** | **4,860** |
| | | **TOTAL** | **4,860** | **-** | **-** | **4,860** |
| **Grace Baptist** | | | | | | |
| 21493785 | 51104291 | Instructional materials | 7,660 | | | 7,660 |
| | | **Total 71100** | **7,660** | **-** | **-** | **7,660** |
| **Annoor Academy** | | | | | | |
| 21493835 | 51104291 | Instructional materials | 1,091 | | | 1,091 |
| | | **Total 71100** | **1,091** | **-** | **-** | **1,091** |
| **Collegedale Academy** | | | | | | |
| 21493845 | 51104291 | Instructional materials | 5,552 | | | 5,552 |
| | | **Total 71100** | **5,552** | **-** | **-** | **5,552** |
| 21493845 | 52215241 | Staff Development | - | | | - |
| | | **Total 72210** | **-** | **-** | **-** | **-** |
| | | **TOTAL** | **5,552** | **-** | **-** | **5,552** |
| **Collegedale Adventist Middle** | | | | | | |
| 21493865 | 51104291 | Instructional materials | 2,639 | 42 | | 2,681 |
| 21493865 | 51107221 | Instructional Equipment | 847 | | (42) | 805 |
| | | **Total 71100** | **3,486** | **42** | **(42)** | **3,486** |
| **Belvoir Christian Academy** | | | | | | |
| 21493805 | 52215241 | Staff Development | 1,535 | | | 1,535 |
| | | **Total 72210** | **1,535** | **-** | **-** | **1,535** |
| **Ooltewah SDA** | | | | | | |
| 21493905 | 51104291 | Instructional materials | 2,371 | | | 2,371 |
| | | **Total 71100** | **2,371** | **-** | **-** | **2,371** |
| | | **Total Private Schools** | **66,454** | **42** | **(42)** | **66,454** |
| **CHARTER SCHOOLS** | | | | | | |
| **Chattanooga Preparatory School** | | | | | | |
| 21493935 | 52713141 | Transportation | 1,242 | | | 1,242 |
| **Chattanooga Girls Leadership Academy** | | | | | | |
| 21495303 | 51104291 | Instructional materials | 6,587 | | | 6,587 |
| **Ivy Academy** | | | | | | |
| 21495313 | 51104291 | Instructional materials | 4,046 | | | 4,046 |
| **Chattanooga Charter School of Excellence** | | | | | | |
| 21495323 | 51104291 | Instructional materials | 7,114 | | | 7,114 |
| 21495323 | 51107221 | Instructional equipment | 7,500 | | | 7,500 |
| **Chattanooga Charter School of Excellence Middle** | | | | | | |
| 21496322 | 51104291 | Instructional materials | 3,388 | | | 3,388 |
| 21496322 | 51107221 | Instructional equipment | 7,500 | | | 7,500 |
| | | **Total Charter Schools** | **37,377** | **-** | **-** | **37,377** |
| | | **TOTAL GRANT** | **1,004,897** | **4,999** | **(4,999)** | **1,004,897** |

**HAMILTON COUNTY DEPT OF EDUCATION**
**FEDERAL PROGRAMS**
**PRIORITY SCHOOLS STATE GRANT**
**BUDGET FISCAL YEAR 2018-2019**
**Carryover budget at 7/1/18 was $670,383.60.**

| ORGANIZATION KEY | OBJECT CODE | EXPENDITURE DESCRIPTION | AMENDED BUDGET 5/23/2019 | INCREASES | DECREASES | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| **21660000** | **41426590** | **OTHER STATE EDUCATION REVENUE** | **1,592,270** | | | **1,592,270** |
| **Use of Funds Summary** | | | | | | |
| | 71100 | **Regular Instruction** | **626,311** | **40,435** | **(40,435)** | **626,311** |
| | 72130 | **Other Student Support** | **245,953** | **-** | **-** | **245,953** |
| | 72210 | **Instructional Support** | **661,204** | **-** | **-** | **661,204** |
| | 72710 | **Transportation** | **32,252** | **-** | **-** | **32,252** |
| | 99000 | **Indirect Costs** | **26,550** | **-** | **-** | **26,550** |
| | | **Total Use of Funds** | **1,592,270** | **40,435** | **(40,435)** | **1,592,270** |

| ORGANIZATION KEY | OBJECT CODE | EXPENDITURE DESCRIPTION | AMENDED BUDGET 5/23/2019 | INCREASES | DECREASES | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| 21661000 | 51101409 | Teacher Extended Contract - Model Classroom | 100,000 | | | 100,000 |
| 21661000 | 51102011 | Social Security | 6,200 | | | 6,200 |
| 21661000 | 51102041 | Retirement | 10,460 | | | 10,460 |
| 21661000 | 51102121 | Medicare | 1,450 | | | 1,450 |
| 21661000 | 51104291 | Instructional Supplies & Materials | 51,007 | | | 51,007 |
| 21661000 | 51107221 | Instructional Equipment | 9,887 | | | 9,887 |
| | | **Total 71100--Regular Instruction** | **179,004** | **-** | **-** | **179,004** |
| 21661000 | 52133999 | Contracted Services - GANG | 10,000 | | | 10,000 |
| | | **Total 72130--Other Student Support** | **10,000** | **-** | **-** | **10,000** |
| 21661000 | 52211899 | Math Curriculum Facilitator (1) | 64,120 | | | 64,120 |
| 21661000 | 52211961 | Professional Development Stipends | 24,000 | | | 24,000 |
| 21661000 | 52212011 | Social Security | 5,464 | | | 5,464 |
| 21661000 | 52212041 | Retirement | 9,217 | | | 9,217 |
| 21661000 | 52212061 | Life Insurance | 65 | | | 65 |
| 21661000 | 52212071 | Health Insurance | 9,500 | | | 9,500 |
| 21661000 | 52212081 | Dental Insurance | 345 | | | 345 |
| 21661000 | 52212101 | Unemployment Compensation | 180 | | | 180 |
| 21661000 | 52212121 | Medicare | 1,278 | | | 1,278 |
| 21661000 | 52212991 | Other Fringe Benefits | 176 | | | 176 |
| 21661000 | 52213081 | Consultants | 278,600 | | | 278,600 |
| 21661000 | 52213551 | Travel for recruitment at priority schools | 101 | | | 101 |
| 21661000 | 52214999 | Supplies/materials for PD and recruitment | 238 | | | 238 |
| 21661000 | 52215241 | Staff Development | 12,250 | | | 12,250 |
| 21661000 | 52215999 | Other Charges | 250,000 | | | 250,000 |
| | | **Total 72210--Instructional Support** | **655,534** | **-** | **-** | **655,534** |
| 21661000 | 59005901 | Indirect Costs | 26,550 | - | | 26,550 |
| | | **Total 99000** | **26,550** | **-** | **-** | **26,550** |
| | | **Total District Priority** | **871,088** | **-** | **-** | **871,088** |
| **Brainerd High** | | | | | | |
| 21665103 | 51101161 | Teacher for Night School (1) | 56,650 | | | 56,650 |
| 21665103 | 51101409 | Teacher Extended Contract - Music/Video Teacher | 1,600 | | | 1,600 |
| 21665103 | 51101631 | Educational Assistants for Night School (2) | 17,053 | | | 17,053 |
| 21665103 | 51102011 | Social Security | 4,675 | | | 4,675 |
| 21665103 | 51102041 | Retirement | 8,595 | | | 8,595 |
| 21665103 | 51102061 | Life Insurance | 130 | | | 130 |
| 21665103 | 51102071 | Health Insurance | 19,000 | | | 19,000 |
| 21665103 | 51102081 | Dental Insurance | 690 | | | 690 |
| 21665103 | 51102101 | Unemployment Compensation | 360 | | | 360 |
| 21665103 | 51102121 | Medicare | 1,091 | | | 1,091 |
| 21665103 | 51102991 | Other Fringes | 148 | | | 148 |
| 21665103 | 51103999 | Contracted Services | 9,570 | | | 9,570 |
| 21665103 | 51104291 | Instructional Supplies & Materials | 28,974 | 7,265 | | 36,239 |
| 21665103 | 51107221 | Instructional Equipment | 2,700 | | | 2,700 |
| | | **Total 71100--Regular Instruction** | **151,236** | **7,265** | **-** | **158,501** |
| 21665103 | 52131899 | Behavior Specialist - Restorative Coordinator (1) | 12,051 | | | 12,051 |
| 21665103 | 52131899 | Community Schools Specialist (1) | 30,870 | | | 30,870 |
| 21665103 | 52132011 | Social Security | 2,661 | | | 2,661 |
| 21665103 | 52132041 | Retirement | 6,304 | | | 6,304 |
| 21665103 | 52132061 | Life Insurance | 98 | | | 98 |
| 21665103 | 52132071 | Medical Insurance | 14,250 | | | 14,250 |
| 21665103 | 52132081 | Dental Insurance | 517 | | | 517 |
| 21665103 | 52132101 | Unemployment Compensation | 270 | | | 270 |
| 21665103 | 52132121 | Medicare | 623 | | | 623 |
| 21665103 | 52132991 | Other Fringes | 86 | | | 86 |
| | | **Total 72130--Other Student Support** | **67,730** | **-** | **-** | **67,730** |
| 21665103 | 52713141 | Contracts with Public Carriers | 14,385 | | | 14,385 |
| | | **Total 72710--Transportation** | **14,385** | **-** | **-** | **14,385** |
| | | **Total Brainerd** | **233,351** | **7,265** | **-** | **240,616** |

| ORGANIZATION KEY | OBJECT CODE | EXPENDITURE DESCRIPTION | AMENDED BUDGET 5/23/2019 | INCREASES | DECREASES | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| **The Howard School** | | | | | | |
| 21665143 | 51103999 | Contracted Services - ACT Prep & Contemp Perforn | 4,035 | | | 4,035 |
| 21665143 | 51104291 | Instructional Supplies & Materials | 37,614 | 11,460 | | 49,074 |
| | | **Total 71100--Regular Instruction** | **41,649** | **11,460** | **-** | **53,109** |
| | | **Total Howard School** | **41,649** | **11,460** | **-** | **53,109** |
| **Dalewood Middle School** | | | | | | |
| 21666132 | 51101409 | Teacher Extended Contract | 2,280 | | | 2,280 |
| 21666132 | 51102011 | Social Security | 141 | | | 141 |
| 21666132 | 51102041 | Retirement | 238 | | | 238 |
| 21666132 | 51102121 | Medicare | 34 | | | 34 |
| 21666132 | 51104291 | Instructional Supplies & Materials | 10,587 | 10,855 | | 21,442 |
| 21666132 | 51105999 | Other charges: field trips | 2,009 | | | 2,009 |
| 21666132 | 51107221 | Instructional Equipment | 3,764 | | | 3,764 |
| | | **Total 71100--Regular Instruction** | **19,053** | **10,855** | **-** | **29,908** |
| 21666132 | 52211881 | Principal Retention Bonus | 2,400 | | | 2,400 |
| 21666132 | 52212011 | Social Security | 149 | | | 149 |
| 21666132 | 52212041 | Retirement | 251 | | | 251 |
| 21666132 | 52212121 | Medicare | 35 | | | 35 |
| | | **Total 72210--Instructional Support** | **2,835** | **-** | **-** | **2,835** |
| 21666132 | 52713141 | Contracts with Public Carriers | 2,392 | | | 2,392 |
| | | **Total 72710--Transportation** | **2,392** | **-** | **-** | **2,392** |
| | | **Total Dalewood Middle School** | **24,280** | **10,855** | **-** | **35,135** |
| **Orchard Knob Middle School** | | | | | | |
| 21666162 | 51101631 | Educational Assistant - PT Music (1) | 1,164 | | | 1,164 |
| 21666162 | 51102011 | Social Security | 72 | | | 72 |
| 21666162 | 51102041 | Retirement | 171 | | | 171 |
| 21666162 | 51102121 | Medicare | 17 | | | 17 |
| 21666162 | 51104291 | Instructional Supplies & Materials | 20,169 | 10,855 | | 31,024 |
| 21666162 | 51105999 | Other charges: field trips | 6,662 | | | 6,662 |
| 21666162 | 51107221 | Instructional Equipment | 1,497 | | | 1,497 |
| | | **Total 71100--Regular Instruction** | **29,752** | **10,855** | **-** | **40,607** |
| 21666162 | 52131899 | Behavior Specialist (1) | 34,550 | | | 34,550 |
| 21666162 | 52132011 | Social Security | 2,142 | | | 2,142 |
| 21666162 | 52132041 | Retirement | 5,068 | | | 5,068 |
| 21666162 | 52132061 | Life Insurance | 65 | | | 65 |
| 21666162 | 52132071 | Medical Insurance | 9,500 | | | 9,500 |
| 21666162 | 52132081 | Dental Insurance | 345 | | | 345 |
| 21666162 | 52132101 | Unemployment Compensation | 180 | | | 180 |
| 21666162 | 52132121 | Medicare | 501 | | | 501 |
| 21666162 | 52132991 | Other Fringes | 69 | | | 69 |
| | | **Total 72130--Other Student Support** | **52,420** | **-** | **-** | **52,420** |
| 21666162 | 52211881 | Principal Retention Bonus | 2,400 | | | 2,400 |
| 21666162 | 52212011 | Social Security | 149 | | | 149 |
| 21666162 | 52212041 | Retirement | 251 | | | 251 |
| 21666162 | 52212121 | Medicare | 35 | | | 35 |
| | | **Total 72210--Instructional Support** | **2,835** | **-** | **-** | **2,835** |
| 21666162 | 52713141 | Contracts with Public Carriers | 3,400 | | | 3,400 |
| | | **Total 72710--Transportation** | **3,400** | **-** | **-** | **3,400** |
| | | **Total Orchard Knob Middle School** | **88,407** | **10,855** | **-** | **99,262** |
| **Clifton Hills Elementary** | | | | | | |
| 21667311 | 51101161 | Teacher - Reading Specialist (1) | 22,811 | | | 22,811 |
| 21667311 | 51101166 | Reading Interventionist - PT (2) | 29,000 | | | 29,000 |
| 21667311 | 51102011 | Social Security | 3,213 | | | 3,213 |
| 21667311 | 51102041 | Retirement | 2,394 | | | 2,394 |
| 21667311 | 51102061 | Life Insurance | 38 | | | 38 |
| 21667311 | 51102071 | Health Insurance | 5,542 | | | 5,542 |
| 21667311 | 51102081 | Dental Insurance | 201 | | | 201 |
| 21667311 | 51102101 | Unemployment Compensation | 105 | | | 105 |
| 21667311 | 51102121 | Medicare | 752 | | | 752 |
| 21667311 | 51102991 | Other Fringes | 42 | | | 42 |
| 21667311 | 51104291 | Instructional Supplies & Materials | 23,687 | | (8,087) | 15,600 |
| 21667311 | 51107221 | Instructional Equipment | 4,930 | | | 4,930 |
| | | **Total 71100--Regular Instruction** | **92,715** | **-** | **(8,087)** | **84,628** |
| | | **Total Clifton Hills Elementary** | **92,715** | **-** | **(8,087)** | **84,628** |

| ORGANIZATION KEY | OBJECT CODE | EXPENDITURE DESCRIPTION | AMENDED BUDGET 5/23/2019 | INCREASES | DECREASES | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| **Calvin Donaldson Elementary** | | | | | | |
| 21667321 | 51101409 | Teacher Extended Contract | 1,000 | | | 1,000 |
| 21667321 | 51102011 | Social Security | 62 | | | 62 |
| 21667321 | 51102041 | Retirement | 105 | | | 105 |
| 21667321 | 51102121 | Medicare | 15 | | | 15 |
| 21667321 | 51104291 | Instructional Supplies & Materials | 25,181 | | (8,087) | 17,094 |
| | | **Total 71100--Regular Instruction** | **26,363** | **-** | **(8,087)** | **18,276** |
| | | **Total Calvin Donaldson Elementary** | **26,363** | **-** | **(8,087)** | **18,276** |
| **Hardy Elementary** | | | | | | |
| 21667411 | 51103999 | Contracted Services | 10,000 | | | 10,000 |
| 21667411 | 51104291 | Instructional Supplies & Materials | 21,087 | | (8,087) | 13,000 |
| | | **Total 71100--Regular Instruction** | **31,087** | **-** | **(8,087)** | **23,000** |
| 21667411 | 52131899 | Behavior Specialist (1) | 8,504 | | | 8,504 |
| 21667411 | 52132011 | Social Security | 528 | | | 528 |
| 21667411 | 52132041 | Retirement | 1,253 | | | 1,253 |
| 21667411 | 52132061 | Life Insurance | 32 | | | 32 |
| 21667411 | 52132071 | Medical Insurance | 4,750 | | | 4,750 |
| 21667411 | 52132081 | Dental Insurance | 173 | | | 173 |
| 21667411 | 52132101 | Unemployment Compensation | 90 | | | 90 |
| 21667411 | 52132121 | Medicare | 123 | | | 123 |
| 21667411 | 52132991 | Other Fringes | 18 | | | 18 |
| | | **Total 72130--Other Student Support** | **15,471** | **-** | **-** | **15,471** |
| 21667411 | 52713141 | Contracts with Public Carriers | 3,525 | | | 3,525 |
| | | **Total 72710--Transportation** | **3,525** | **-** | **-** | **3,525** |
| | | **Total Hardy Elementary** | **50,083** | **-** | **(8,087)** | **41,996** |
| **Orchard Knob Elementary** | | | | | | |
| 21667471 | 51103999 | Contracted Services | 9,900 | | | 9,900 |
| 21667471 | 51104291 | Instructional Supplies & Materials | 11,087 | | **(8,087)** | 3,000 |
| 21667471 | 51105999 | Other charges: field trips | 9,889 | | | 9,889 |
| | | **Total 71100--Regular Instruction** | **30,876** | **-** | **(8,087)** | **22,789** |
| 21667471 | 52713141 | Contracts with Public Carriers | 5,600 | | | 5,600 |
| | | **Total 72710--Transportation** | **5,600** | **-** | **-** | **5,600** |
| | | **Total Orchard Knob Elementary** | **36,476** | **-** | **(8,087)** | **28,389** |
| **Woodmore Elementary** | | | | | | |
| 21667501 | 51103999 | Contracted Services | 10,000 | | | 10,000 |
| 21667501 | 51104291 | Instructional Supplies & Materials | 11,087 | | (8,087) | 3,000 |
| 21667501 | 51105999 | Other charges: field trips | 3,489 | | | 3,489 |
| | | **Total 71100--Regular Instruction** | **24,576** | **-** | **(8,087)** | **16,489** |
| 21667501 | 52131899 | Behavior Specialist (1) | 34,550 | | | 34,550 |
| 21667501 | 52131899 | Community Schools Specialist (1) | 30,870 | | | 30,870 |
| 21667501 | 52132011 | Social Security | 4,056 | | | 4,056 |
| 21667501 | 52132041 | Retirement | 9,597 | | | 9,597 |
| 21667501 | 52132061 | Life Insurance | 130 | | | 130 |
| 21667501 | 52132071 | Medical Insurance | 19,000 | | | 19,000 |
| 21667501 | 52132081 | Dental Insurance | 690 | | | 690 |
| 21667501 | 52132101 | Unemployment Compensation | 360 | | | 360 |
| 21667501 | 52132121 | Medicare | 948 | | | 948 |
| 21667501 | 52132991 | Other Fringes | 131 | | | 131 |
| | | **Total 72130--Other Student Support** | **100,332** | **-** | **-** | **100,332** |
| 21667501 | 52713141 | Contracts with Public Carriers | 2,950 | | | 2,950 |
| | | **Total 72710--Transportation** | **2,950** | **-** | **-** | **2,950** |
| | | **Total Woodmore Elementary** | **127,858** | **-** | **(8,087)** | **119,771** |
| | | **TOTAL GRANT** | **1,592,270** | **40,435** | **(40,435)** | **1,592,270** |

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**FEDERAL PROGRAMS**
**READ TO BE READY SUMMER PROGRAM**
**BUDGET FISCAL YEAR 2018-2019**

**SOURCE OF FUNDS SUMMARY**

| ORGANIZATION KEY | OBJECT CODE | DESCRIPTION | AMENDED BUDGET 5/23/2019 | INCREASE | DECREASE | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| **22780000** | **41427590** | **Other Federal Thru State** | **330,316** | | | **330,316** |

**USE OF FUNDS SUMMARY**

| | | | | | | |
|---|---|---|---|---|---|---|
| | **71100** | **Regular Instruction** | **275,408** | **538** | **(638)** | **275,308** |
| | **72130** | **Other Student Support** | **2,538** | **-** | **-** | **2,538** |
| | **72210** | **Instructional Support** | **44,483** | **100** | **-** | **44,583** |
| | **72310** | **Board of Education** | **-** | **-** | **-** | **-** |
| | **72710** | **Transportation** | **6,543** | **-** | **-** | **6,543** |
| | **73100** | **Food Service** | **1,344** | **-** | **-** | **1,344** |
| | | **Total Use of Funds** | **330,316** | **638** | **(638)** | **330,316** |

| ORGANIZATION KEY | OBJECT CODE | DESCRIPTION | AMENDED BUDGET 5/23/2019 | INCREASE | DECREASE | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| 22787071 | 51101161 | Certified Teachers | 20,900 | | | 20,900 |
| 22787071 | 51101981 | Substitute Teachers | 420 | 245 | | 665 |
| 22787071 | 51102011 | Social Security | 1,322 | 2 | | 1,324 |
| 22787071 | 51102041 | Retirement | 1,935 | | | 1,935 |
| 22787071 | 51102121 | Medicare | 309 | 4 | | 313 |
| 22787071 | 51104291 | Instructional Supplies & Materials | 9,754 | | (251) | 9,503 |
| 22787071 | 51105999 | Other Charges | 339 | | | 339 |
| | | Total 71100 - Regular Instruction Program | 34,979 | 251 | (251) | 34,979 |
| 22787071 | 52211051 | Director Reg Ed Support | 2,480 | | | 2,480 |
| 22787071 | 52211899 | Other Salaries | 1,727 | | | 1,727 |
| 22787071 | 52212011 | Social Security | 260 | | | 260 |
| 22787071 | 52212041 | Retirement | 522 | | | 522 |
| 22787071 | 52212121 | Medicare | 61 | | | 61 |
| 22787071 | 52213481 | Postal Charges | 1 | | | 1 |
| 22787071 | 52215241 | In-Service/Staff Development | 1,770 | | | 1,770 |
| | | Total 72210 - Regular Instruction Support | 6,821 | - | - | 6,821 |
| 22787071 | 52134999 | Other Supplies and Materials | 200 | | - | 200 |
| | | Total 72130 - Other Student Support | 200 | - | - | 200 |
| | | **Total East Ridge Elementary** | 42,000 | 251 | (251) | 42,000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 22787171 | 51101161 | Certified Teachers | 20,300 | | | 20,300 |
| 22787171 | 51101981 | Substitute Teachers | 700 | | | 700 |
| 22787171 | 51102011 | Social Security | 1,301 | | | 1,301 |
| 22787171 | 51102041 | Retirement | 1,683 | | | 1,683 |
| 22787171 | 51102121 | Medicare | 305 | | | 305 |
| 22787171 | 51104291 | Instructional Supplies & Materials | 8,580 | | | 8,580 |
| 22787171 | 51105999 | Other Charges | 398 | | | 398 |
| | | Total 71100 - Regular Instruction Program | 33,267 | - | - | 33,267 |
| 22787171 | 52134999 | Other Supplies and Materials | 364 | | | 364 |
| | | Total 72130 - Other Student Support | 364 | - | - | 364 |
| 22787171 | 52211051 | Director Reg Ed Support | 992 | | | 992 |
| 22787171 | 52212011 | Social Security | 62 | | | 62 |
| 22787171 | 52212041 | Retirement | 105 | | | 105 |
| 22787171 | 52212121 | Medicare | 14 | | | 14 |
| 22787171 | 52213481 | Postal Charges | 1 | | | 1 |
| 22787171 | 52215241 | In-Service/Staff Development | 942 | | | 942 |
| | | Total 72210 - Regular Instruction Support | 2,116 | - | - | 2,116 |
| 22787171 | 52713141 | Contracts with Public Carriers | 401 | | | 401 |
| | | Total 72710 - Transportation | 401 | - | - | 401 |
| | | **Total Wolftever Creek Elementary** | 36,148 | - | - | 36,148 |
| 22787291 | 51101161 | Certified Teachers | 10,000 | | | 10,000 |
| 22787291 | 51101981 | Substitute Teachers | 280 | | (100) | 180 |
| 22787291 | 51102011 | Social Security | 637 | | | 637 |
| 22787291 | 51102041 | Retirement | 725 | | | 725 |
| 22787291 | 51102121 | Medicare | 149 | | | 149 |
| 22787291 | 51104291 | Instructional Supplies & Materials | 5,597 | | | 5,597 |
| 22787291 | 51103999 | Other Contracted Services | - | 287 | | 287 |
| 22787291 | 51105999 | Other Charges | 335 | | (287) | 48 |
| | | Total 71100 - Regular Instruction Program | 17,723 | 287 | (387) | 17,623 |
| 22787291 | 52134999 | Other Supplies and Materials | 390 | | | 390 |
| | | Total 72130 - Other Student Support | 390 | - | - | 390 |
| 22787291 | 52211051 | Director Reg Ed Support | 3,720 | | | 3,720 |
| 22787291 | 52212011 | Social Security | 231 | | | 231 |
| 22787291 | 52212041 | Retirement | 335 | | | 335 |
| 22787291 | 52212121 | Medicare | 54 | | | 54 |
| 22787291 | 52213481 | Postal Charges | 1 | | | 1 |
| 22787291 | 52215241 | In-Service/Staff Development | 971 | 100 | | 1,071 |
| | | Total 72210 - Regular Instruction Support | 5,312 | 100 | - | 5,412 |
| 22787291 | 52713141 | Contracts with Public Carriers | 575 | | | 575 |
| | | Total 72710 - Transportation | 575 | - | - | 575 |
| | | **Total Barger Academy** | 24,000 | 387 | (387) | 24,000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 22787381 | 51101161 | Certified Teachers | 40,800 | | | 40,800 |
| 22787381 | 51101981 | Substitute Teachers | 1,400 | | | 1,400 |
| 22787381 | 51102011 | Social Security | 2,618 | | | 2,618 |
| 22787381 | 51102041 | Retirement | 3,172 | | | 3,172 |
| 22787381 | 51102121 | Medicare | 612 | | | 612 |
| 22787381 | 51104291 | Instructional Supplies & Materials | 16,363 | | | 16,363 |
| | | Total 71100 - Regular Instruction Program | 64,965 | - | - | 64,965 |
| 22787381 | 52134999 | Other Supplies and Materials | 393 | | | 393 |
| | | Total 72130 - Other Student Support | 393 | - | - | 393 |
| 22787381 | 52211051 | Director Reg Ed Support | 4,216 | | | 4,216 |
| 22787381 | 52212011 | Social Security | 261 | | | 261 |
| 22787381 | 52212041 | Retirement | 448 | | | 448 |
| 22787381 | 52212121 | Medicare | 61 | | | 61 |
| 22787381 | 52213481 | Postal Charges | 1 | | | 1 |
| 22787381 | 52215241 | In-Service/Staff Development | 1,655 | | | 1,655 |
| | | Total 72210 - Regular Instruction Support | 6,642 | - | - | 6,642 |
| | | **Total East Lake Elementary** | 72,000 | - | - | 72,000 |
| 22787411 | 51101161 | Certified Teachers | 16,500 | | | 16,500 |
| 22787411 | 51101981 | Substitute Teachers | 700 | | | 700 |
| 22787411 | 51102011 | Social Security | 1,066 | | | 1,066 |
| 22787411 | 51102041 | Retirement | 1,241 | | | 1,241 |
| 22787411 | 51102121 | Medicare | 249 | | | 249 |
| 22787411 | 51104291 | Instructional Supplies & Materials | 8,492 | | | 8,492 |
| 22787411 | 51003999 | Other Contracted Services | 180 | | | 180 |
| 22787411 | 51105999 | Other Charges | 342 | | | 342 |
| | | Total 71100 - Regular Instruction Program | 28,770 | - | - | 28,770 |
| 22787411 | 52134999 | Other Supplies and Materials | 820 | | | 820 |
| | | Total 72130 - Other Student Support | 820 | - | - | 820 |
| 22787411 | 52211051 | Director Reg Ed Support | 3,720 | | | 3,720 |
| 22787411 | 52212011 | Social Security | 231 | | | 231 |
| 22787411 | 52212041 | Retirement | 395 | | | 395 |
| 22787411 | 52212121 | Medicare | 54 | | | 54 |
| 22787411 | 52213481 | Postal Charges | 1 | | | 1 |
| 22787411 | 52215241 | In-Service/Staff Development | 1,309 | | | 1,309 |
| | | Total 72210 - Regular Instruction Support | 5,710 | - | - | 5,710 |
| 22787411 | 52713141 | Contracts with Public Carriers | 700 | | | 700 |
| | | Total 72710 - Transportation | 700 | - | - | 700 |
| | | **Total Hardy Elementary** | 36,000 | - | - | 36,000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 22787421 | 51101161 | Certified Teachers | 16,950 | | | 16,950 |
| 22787421 | 51101981 | Substitute Teachers | 420 | | | 420 |
| 22787421 | 51102011 | Social Security | 1,077 | | | 1,077 |
| 22787421 | 51102041 | Retirement | 1,237 | | | 1,237 |
| 22787421 | 51102121 | Medicare | 252 | | | 252 |
| 22787421 | 51104291 | Instructional Supplies & Materials | 7,920 | | | 7,920 |
| | | Total 71100 - Regular Instruction Program | 27,856 | - | - | 27,856 |
| 22787421 | 52211051 | Director Reg Ed Support | 3,720 | | | 3,720 |
| 22787421 | 52212011 | Social Security | 231 | | | 231 |
| 22787421 | 52212041 | Retirement | 257 | | | 257 |
| 22787421 | 52212121 | Medicare | 54 | | | 54 |
| 22787421 | 52213481 | Postal Charges | 1 | | | 1 |
| 22787421 | 52213552 | Travel - Mileage | 70 | | | 70 |
| 22787421 | 52215241 | In-Service/Staff Development | 1,122 | | | 1,122 |
| | | Total 72210 - Regular Instruction Support | 5,455 | - | - | 5,455 |
| 22787421 | 52713141 | Contracts with Public Carriers | 2,689 | | | 2,689 |
| | | Total 72710 - Transportation | 2,689 | - | - | 2,689 |
| | | **Total Hillcrest Elementary** | 36,000 | - | - | 36,000 |
| 22787451 | 51101161 | Certified Teachers | 19,250 | | | 19,250 |
| 22787451 | 51101981 | Substitute Teachers | 1,120 | | | 1,120 |
| 22787451 | 51102011 | Social Security | 1,264 | | | 1,264 |
| 22787451 | 51102041 | Retirement | 1,766 | | | 1,766 |
| 22787451 | 51102121 | Medicare | 295 | | | 295 |
| 22787451 | 51104291 | Instructional Supplies & Materials | 9,240 | | | 9,240 |
| 22787451 | 51105999 | Other Charges | 714 | | | 714 |
| | | Total 71100 - Regular Instruction Program | 33,649 | - | - | 33,649 |
| 22787451 | 52134999 | Other Supplies and Materials | 150 | | - | 150 |
| | | Total 72130 - Other Student Support | 150 | - | - | 150 |
| 22787451 | 52211051 | Director Reg Ed Support | 3,968 | | | 3,968 |
| 22787451 | 52212011 | Social Security | 245 | | | 245 |
| 22787451 | 52212041 | Retirement | 422 | | | 422 |
| 22787451 | 52212121 | Medicare | 58 | | | 58 |
| 22787451 | 52213481 | Postal Charges | 1 | | | 1 |
| 22787451 | 52213552 | Travel - Mileage | 93 | | | 93 |
| 22787451 | 52215241 | In-Service/Staff Development | 1,236 | | | 1,236 |
| | | Total 72210 - Regular Instruction Support | 6,023 | - | - | 6,023 |
| 22787451 | 52713141 | Contracts with Public Carriers | 2,178 | | | 2,178 |
| | | Total 72710 - Transportation | 2,178 | - | - | 2,178 |
| | | **Total Lakeside Academy** | 42,000 | - | - | 42,000 |
| 22787471 | 51104291 | Instructional Supplies & Materials | 168 | | | 168 |
| | | Total 71100 - Regular Instruction Program | 168 | - | - | 168 |
| | | **Total Orchard Knob Elementary** | 168 | - | - | 168 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 22787491 | 51101161 | Certified Teachers | 19,250 | | | 19,250 |
| 22787491 | 51102011 | Social Security | 1,194 | | | 1,194 |
| 22787491 | 51102041 | Retirement | 1,739 | | | 1,739 |
| 22787491 | 51102121 | Medicare | 279 | | | 279 |
| 22787491 | 51104291 | Instructional Supplies & Materials | 10,200 | | | 10,200 |
| 22787491 | 51105999 | Other Charges | 1,369 | | | 1,369 |
| | | Total 71100 - Regular Instruction Program | 34,031 | - | - | 34,031 |
| 22787491 | 52134999 | Other Supplies and Materials | 221 | | | 221 |
| | | Total 72130 - Other Student Support | 221 | - | - | 221 |
| 22787491 | 52211051 | Director Reg Ed Support | 3,410 | | | 3,410 |
| 22787491 | 52211899 | Other Salaries | 376 | | | 376 |
| 22787491 | 52212011 | Social Security | 235 | | | 235 |
| 22787491 | 52212041 | Retirement | 419 | | | 419 |
| 22787491 | 52212121 | Medicare | 55 | | | 55 |
| 22787491 | 52213481 | Postal Charges | 1 | | | 1 |
| 22787491 | 52213552 | Travel - Mileage | 486 | | | 486 |
| 22787491 | 52215241 | In-Service/Staff Development | 1,422 | | | 1,422 |
| | | Total 72210 - Regular Instruction Support | 6,404 | - | - | 6,404 |
| 22787491 | 53104221 | Food Supplies | 1,344 | | | 1,344 |
| | | Total 73100 - Food Service | 1,344 | - | - | 1,344 |
| | | **Total Bess T. Shepherd Elementary** | 42,000 | - | - | 42,000 |
| | | **TOTAL BUDGET** | 330,316 | 638 | (638) | 330,316 |

FY19 Actual Award is $330,315.51

**HAMILTON COUNTY DEPT OF EDUCATION**
**FEDERAL PROGRAMS**
**CARL PERKINS VOCATIONAL GRANT**
**BUDGET FISCAL YEAR 2018-2019**

| | | | | | | |
|---|---|---|---|---|---|---|
| **23010000** | **41427131** | **REVENUE** | **750,145** | | | **750,145** |
| | | | **750,145** | **-** | **-** | **750,145** |

| ORGANIZATION KEY | OBJECT CODE | EXPENDITURE/REVENUE DESCRIPTION | AMENDED BUDGET 5/23/2019 | INCREASE | DECREASE | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| **Vocational Instruction** | | | | | | |
| 23013000 | 51301161 | Teacher on Special Assignment | 58,517 | | | 58,517 |
| 23013000 | 51302011 | Social Security | 3,628 | | | 3,628 |
| 23013000 | 51302041 | State Retirement | 6,121 | | | 6,121 |
| 23013000 | 51302061 | Life Insurance | 65 | | | 65 |
| 23013000 | 51302071 | Medical Insurance | 9,500 | | | 9,500 |
| 23013000 | 51302081 | Dental Insurance | 345 | | | 345 |
| 23013000 | 51302101 | Unemployment Compensation | 180 | | | 180 |
| 23013000 | 51302121 | Medicare | 849 | | | 849 |
| 23013000 | 51302991 | Other Fringe Benefits | 117 | | | 117 |
| 23013000 | 51303999 | Contracted Services (leases) | 8,533 | | | 8,533 |
| 23013000 | 51304291 | Instructional Supplies & Materials | 37,625 | | | 37,625 |
| 23013000 | 51304999 | Supplies & Materials: student certifications | 22,375 | | | 22,375 |
| 23013000 | 51307301 | Vocational Equipment | 320,165 | | (641) | 319,524 |
| | | **Total 71300** | **468,020** | **-** | **(641)** | **467,379** |
| **Other Student Support** | | | | | | |
| 23013000 | 52131899 | Technology Personnel | 65,828 | | | 65,828 |
| 23013000 | 52131961 | Teacher Stipends for PD/Lead Teachers | 16,000 | | | 16,000 |
| 23013000 | 52132011 | Social Security | 5,072 | | | 5,072 |
| 23013000 | 52132041 | State Retirement | 11,331 | | | 11,331 |
| 23013000 | 52132061 | Life Insurance | 65 | | | 65 |
| 23013000 | 52132071 | Medical Insurance | 9,500 | | | 9,500 |
| 23013000 | 52132081 | Dental Insurance | 345 | | | 345 |
| 23013000 | 52132101 | Unemployment Compensation | 180 | | | 180 |
| 23013000 | 52132121 | Medicare | 1,186 | | | 1,186 |
| 23013000 | 52132991 | Other Fringe Benefits | 164 | | | 164 |
| 23013000 | 52133551 | Travel (CTSO Students & Teachers) | 50,000 | | (1,500) | 48,500 |
| 23013000 | 52133999 | Contracted Services (ACT) | 24,700 | | | 24,700 |
| 23013000 | 52133999 | Contracted Services (CTSO Bus) | 4,700 | | | 4,700 |
| 23013000 | 52135241 | Staff Development | 75,643 | 2,141 | | 77,784 |
| | | **Total 72130** | **264,714** | **2,141** | **(1,500)** | **265,355** |
| **Vocational Instructional Staff Support--Administrative** | | | | | | |
| 23013000 | 52235241 | Staff Development | 8,802 | | | 8,802 |
| 23013000 | 52237901 | Other Equipment | 1,400 | | | 1,400 |
| | | **Total 72230** | **10,202** | **-** | **-** | **10,202** |
| 23013000 | 59005901 | Indirect Costs (1.88%) | 7,209 | | | 7,209 |
| | | **Total 99000** | **7,209** | **-** | **-** | **7,209** |
| | | **TOTAL** | **750,145** | **2,141** | **(2,141)** | **750,145** |

# HAMILTON COUNTY DEPT OF EDUCATION
# FEDERAL PROGRAMS
# SCHOOL LEVEL IMPROVEMENT GRANT
# BUDGET FISCAL YEAR 2018-2019

| | | | | | | |
|---|---|---|---|---|---|---|
| **23970000** | **41427141** | **REVENUE** | **825,000** | | | **825,000** |

**Use of Funds Summary**

| | | | | | |
|---|---|---|---|---|---|
| 71100 | **Regular Instruction** | **506,574** | **-** | **-** | **506,574** |
| 72130 | **Other Student Support** | **124,067** | **-** | **-** | **124,067** |
| 72210 | **Instructional Support** | **170,122** | **-** | **-** | **170,122** |
| 72710 | **Transportation** | **9,344** | **32** | **-** | **9,376** |
| 99000 | **Indirect Costs** | **14,893** | **-** | **(32)** | **14,861** |
| | **Total Use of Funds** | **825,000** | **32** | **(32)** | **825,000** |

| ORGANIZATION KEY | OBJECT CODE | EXPENDITURE DESCRIPTION | AMENDED BUDGET 5/23/2019 | INCREASES | DECREASES | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| **The Howard School** | | | | | | |
| 23975143 | 51101161 | Teacher Transition Academy (1) | 40,000 | | | 40,000 |
| 23975143 | 51101409 | Teacher Extended Contract | 53,084 | | | 53,084 |
| 23975143 | 51101631 | Educational Assistants - Bi Lingual (1) | 17,250 | | | 17,250 |
| 23975143 | 51101881 | Teacher Bonuses | 52,700 | | | 52,700 |
| 23975143 | 51101899 | Other Salaries | 2,957 | | | 2,957 |
| 23975143 | 51102011 | Social Security | 10,290 | | | 10,290 |
| 23975143 | 51102041 | Retirement | 18,212 | | | 18,212 |
| 23975143 | 51102061 | Life Insurance | 65 | | | 65 |
| 23975143 | 51102071 | Health Insurance | 9,500 | | | 9,500 |
| 23975143 | 51102081 | Dental Insurance | 345 | | | 345 |
| 23975143 | 51102101 | Unemployment Compensation | 180 | | | 180 |
| 23975143 | 51102121 | Medicare | 2,406 | | | 2,406 |
| 23975143 | 51102991 | Other Fringes | 115 | | | 115 |
| 23975143 | 51105999 | Other Charges | 5,472 | | | 5,472 |
| 23975143 | 51107221 | Equipment - Regular Instruction | 10,176 | | | 10,176 |
| | | **Total 71100--Regular Instruction** | **222,752** | **-** | **-** | **222,752** |
| 23975143 | 52134999 | Other Supplies and Materials | 1,238 | | | 1,238 |
| | | **Total 72130--Other Student Support** | **1,238** | **-** | **-** | **1,238** |
| 23975143 | 52211881 | Assistant Principal Retention Bonus | 30,000 | | | 30,000 |
| 23975143 | 52211961 | Professional Development Stipends | 3,273 | | | 3,273 |
| 23975143 | 52212011 | Social Security | 2,063 | | | 2,063 |
| 23975143 | 52212041 | Retirement | 3,480 | | | 3,480 |
| 23975143 | 52212121 | Medicare | 482 | | | 482 |
| 23975143 | 52215999 | Other Charges | 5,000 | | | 5,000 |
| | | **Total 72210--Instructional Support** | **44,298** | **-** | **-** | **44,298** |
| 23975143 | 52713141 | Contracts with Public Carriers | 1,860 | | | 1,860 |
| | | **Total 72710--Transportation** | **1,860** | **-** | **-** | **1,860** |
| 23975143 | 59005901 | Indirect Costs | 4,852 | | - | 4,852 |
| | | **Total 99000** | **4,852** | **-** | **-** | **4,852** |
| | | **Total Howard** | **275,000** | **-** | **-** | **275,000** |

| ORGANIZATION KEY | OBJECT CODE | EXPENDITURE DESCRIPTION | AMENDED BUDGET 5/23/2019 | INCREASES | DECREASES | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| **Orchard Knob Middle School** | | | | | | |
| 23976162 | 51101409 | Teacher Extended Contract | 24,000 | | | 24,000 |
| 23976162 | 51101631 | Educational Assistant - PT (2) ELA and Math | 15,000 | | | 15,000 |
| 23976162 | 51101881 | Teacher Bonuses | 95,500 | | | 95,500 |
| 23976162 | 51101899 | Other Salaries | 600 | | | 600 |
| 23976162 | 51102011 | Social Security | 8,375 | | | 8,375 |
| 23976162 | 51102041 | Retirement | 12,588 | | | 12,588 |
| 23976162 | 51102121 | Medicare | 1,960 | | | 1,960 |
| 23976162 | 51104291 | Instructional Supplies & Materials | 6,000 | | | 6,000 |
| 23976162 | 51105999 | Other charges: field trips | 1,366 | | | 1,366 |
| | | **Total 71100--Regular Instruction** | **165,389** | **-** | **-** | **165,389** |
| 23976162 | 52131231 | Guidance Counselor PT (1) | 28,000 | | | 28,000 |
| 23976162 | 52131899 | Other Salaries - Extended Contracts | 17,823 | | | 17,823 |
| 23976162 | 52132011 | Social Security | 2,841 | | | 2,841 |
| 23976162 | 52132041 | Retirement | 2,150 | | | 2,150 |
| 23976162 | 52132121 | Medicare | 665 | | | 665 |
| | | **Total 72130--Other Student Support** | **51,479** | **-** | **-** | **51,479** |
| 23976162 | 52211881 | Assistant Principal Retention Bonus | 20,000 | | | 20,000 |
| 23976162 | 52211961 | Professional Development Stipends | 14,444 | | | 14,444 |
| 23976162 | 52212011 | Social Security | 2,135 | | | 2,135 |
| 23976162 | 52212041 | Retirement | 3,603 | | | 3,603 |
| 23976162 | 52212121 | Medicare | 499 | | | 499 |
| 23976162 | 52215241 | In Service/Staff Development | 5,000 | | | 5,000 |
| | | **Total 72210--Instructional Support** | **45,681** | **-** | **-** | **45,681** |
| 23976162 | 52713141 | Contracts with Public Carriers | 7,484 | 32 | | 7,516 |
| | | **Total 72710--Transportation** | **7,484** | **32** | **-** | **7,516** |
| 23976162 | 59005901 | Indirect Costs | 4,967 | | (32) | 4,935 |
| | | **Total 99000** | **4,967** | **-** | **(32)** | **4,935** |
| | | **Total Orchard Knob Middle School** | **275,000** | **32** | **(32)** | **275,000** |

| ORGANIZATION KEY | OBJECT CODE | EXPENDITURE DESCRIPTION | AMENDED BUDGET 5/23/2019 | INCREASES | DECREASES | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| **Calvin Donaldson Elementary** | | | | | | |
| 23977321 | 51101881 | Teacher Bonuses | 100,000 | | | 100,000 |
| 23977321 | 51102011 | Social Security | 6,200 | | | 6,200 |
| 23977321 | 51102041 | Retirement | 10,460 | | | 10,460 |
| 23977321 | 51102121 | Medicare | 1,450 | | | 1,450 |
| 23977321 | 51104291 | Instructional Supplies & Materials | 323 | | | 323 |
| | | **Total 71100--Regular Instruction** | **118,433** | **-** | **-** | **118,433** |
| 23977321 | 52131899 | Student Success Advocate FT (1) | 50,000 | | | 50,000 |
| 23977321 | 52132011 | Social Security | 3,100 | | | 3,100 |
| 23977321 | 52132041 | Retirement | 7,335 | | | 7,335 |
| 23977321 | 52132061 | Life Insurance | 65 | | | 65 |
| 23977321 | 52132071 | Medical Insurance | 9,500 | | | 9,500 |
| 23977321 | 52132081 | Dental Insurance | 345 | | | 345 |
| 23977321 | 52132101 | Unemployment Compensation | 180 | | | 180 |
| 23977321 | 52132121 | Medicare | 725 | | | 725 |
| 23977321 | 52132991 | Other Fringes | 100 | | | 100 |
| | | **Total 72130--Other Student Support** | **71,350** | **-** | **-** | **71,350** |
| 23977321 | 52211881 | Retention/Recruitment Bonus | 10,000 | | | 10,000 |
| 23977321 | 52211961 | Professional Development Stipends | 31,100 | | | 31,100 |
| 23977321 | 52212011 | Social Security | 2,548 | | | 2,548 |
| 23977321 | 52212041 | Retirement | 4,299 | | | 4,299 |
| 23977321 | 52212121 | Medicare | 596 | | | 596 |
| 23977321 | 52213081 | Consultants | 25,000 | | | 25,000 |
| 23977321 | 52215241 | In-Service / Staff Development | 6,600 | | | 6,600 |
| | | **Total 72210--Instructional Support** | **80,143** | **-** | **-** | **80,143** |
| 23977321 | 59005901 | Indirect Costs | 5,074 | | | 5,074 |
| | | **Total 99000** | **5,074** | **-** | **-** | **5,074** |
| | | **Total Calvin Donaldson Elementary** | **275,000** | **-** | **-** | **275,000** |
| | | **TOTAL GRANT** | **825,000** | **32** | **(32)** | **825,000** |

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**SELF-FUNDED PROGRAMS**
**TEACHER RECRUITMENT/INDUCTION**
**BUDGET FISCAL YEAR 2018-2019**

**SOURCE OF FUNDS SUMMARY**

| ORGANIZATION KEY | OBJECT CODE | DESCRIPTION | FY2019 BUDGET 3/14/2019 | INCREASE | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|
| 34900000 | 41434570 | Contributions & Gifts | 250 | 200 | 450 |

**USE OF FUNDS SUMMARY**

| ORGANIZATION KEY | OBJECT CODE | DESCRIPTION | FY2019 BUDGET 3/14/2019 | INCREASE | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|
| 34900000 | 52525999 | Other Charges | 250 | 200 | 450 |

b. Revision of Pre-K

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**3074 Hickory Valley Road**
**Chattanooga, Tennessee 37421**

ACTION ITEM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Brent Goldberg, Chief Business Officer

DATE: June 20, 2019

RE: Budget Amendment—Revision of Pre-K

Board approval is needed to amend the FY2018-2019 budget for the Pre-K State Grant Award. The amendment increases the budget by an additional $3,850 awarded by the State.

Recommendation: It is recommended that the Board approve the attached amendment.

## HAMILTON COUNTY DEPT OF EDUCATION
## STATE FUNDED PRE-KINDERGARTEN
## PRE K GRANT
## BUDGET FISCAL YEAR 2018-2019

**The FY2019 Award for 35 Pre K Classrooms was $2,720,279.66.**

| | | | | | | |
|---|---|---|---|---|---|---|
| **12510000** | **43406515** | **REVENUE** | **2,716,430** | **3,850** | | **2,720,280** |

| ORGANIZATION KEY | OBJECT CODE | EXPENDITURE DESCRIPTION | AMENDED BUDGET 3/14/2019 | INCREASE | DECREASE | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| **Pre K Budget** | | | | | | |
| 12510000 | 53404291 | Instructional Supplies | - | 3,850 | | 3,850 |
| | | **Total 73400** | **-** | **3,850** | **-** | **3,850** |
| **Chambliss Shelter (2 classes)** | | | | | | |
| 12513596 | 53401161 | Pre K Teacher | 91,510 | | | 91,510 |
| 12513596 | 53401404 | Bonus | 1,000 | | | 1,000 |
| 12513596 | 53401631 | Pre K Educational Assistant | 40,924 | | | 40,924 |
| 12513596 | 53401981 | Substitutes | 3,700 | | | 3,700 |
| 12513596 | 53402011 | Social Security | 8,502 | | | 8,502 |
| 12513596 | 53402041 | State Retirement | 15,701 | | | 15,701 |
| 12513596 | 53402061 | Life Insurance | 260 | | | 260 |
| 12513596 | 53402071 | Medical Insurance | 38,000 | | | 38,000 |
| 12513596 | 53402081 | Dental Reimbursement | 1,380 | | | 1,380 |
| 12513596 | 53402101 | Unemployment Compensation | 720 | | | 720 |
| 12513596 | 53402121 | Medicare | 1,988 | | | 1,988 |
| 12513596 | 53402991 | Other Fringes | 265 | | | 265 |
| | | **Total 73400** | **203,950** | **-** | **-** | **203,950** |
| **Headstart--Avondale (3 Classes)** | | | | | | |
| 12513616 | 53401161 | Pre K Teacher | 134,615 | | | 134,615 |
| 12513616 | 53401404 | Bonus | 750 | | | 750 |
| 12513616 | 53401981 | Substitutes | 4,000 | | | 4,000 |
| 12513616 | 53402011 | Social Security | 8,641 | | | 8,641 |
| 12513616 | 53402041 | State Retirement | 14,159 | | | 14,159 |
| 12513616 | 53402061 | Life Insurance | 195 | | | 195 |
| 12513616 | 53402071 | Medical Insurance | 28,500 | | | 28,500 |
| 12513616 | 53402081 | Dental Reimbursement | 1,035 | | | 1,035 |
| 12513616 | 53402101 | Unemployment Compensation | 540 | | | 540 |
| 12513616 | 53402121 | Medicare | 2,021 | | | 2,021 |
| 12513616 | 53402991 | Other Fringes | 269 | | | 269 |
| | | **Total 73400** | **194,725** | **-** | **-** | **194,725** |
| **Headstart--Cedar Hill (1 Class)** | | | | | | |
| 12513646 | 53401161 | Pre K Teacher | 58,641 | | | 58,641 |
| 12513646 | 53401404 | Bonus | 250 | | | 250 |
| 12513646 | 53401981 | Substitutes | 1,130 | | | 1,130 |
| 12513646 | 53402011 | Social Security | 3,721 | | | 3,721 |
| 12513646 | 53402041 | State Retirement | 6,160 | | | 6,160 |
| 12513646 | 53402061 | Life Insurance | 65 | | | 65 |
| 12513646 | 53402071 | Medical Insurance | 9,500 | | | 9,500 |
| 12513646 | 53402081 | Dental Reimbursement | 345 | | | 345 |
| 12513646 | 53402101 | Unemployment Compensation | 180 | | | 180 |
| 12513646 | 53402121 | Medicare | 870 | | | 870 |
| 12513646 | 53402991 | Other Fringes | 117 | | | 117 |
| | | **Total 73400** | **80,979** | **-** | **-** | **80,979** |
| **Daisy Elementary** | | | | | | |
| 12517056 | 53401161 | Pre K Teacher | 39,592 | | | 39,592 |
| 12517056 | 53401404 | Bonus | 500 | | | 500 |
| 12517056 | 53401631 | Pre K Educational Assistant | 20,894 | | | 20,894 |
| 12517056 | 53402011 | Social Security | 3,781 | | | 3,781 |
| 12517056 | 53402041 | State Retirement | 7,269 | | | 7,269 |
| 12517056 | 53402061 | Life Insurance | 130 | | | 130 |
| 12517056 | 53402071 | Medical Insurance | 19,000 | | | 19,000 |
| 12517056 | 53402081 | Dental Reimbursement | 690 | | | 690 |
| 12517056 | 53402101 | Unemployment Compensation | 360 | | | 360 |
| 12517056 | 53402121 | Medicare | 884 | | | 884 |
| 12517056 | 53402991 | Other Fringes | 121 | | | 121 |
| | | **Total 73400** | **93,221** | **-** | **-** | **93,221** |
| **East Ridge Elementary (2 Classes)** | | | | | | |
| 12517076 | 53401161 | Pre K Teacher | 98,606 | | | 98,606 |
| 12517076 | 53401404 | Bonus | 500 | | | 500 |
| 12517076 | 53401631 | Pre K Educational Assistant | - | | | - |
| 12517076 | 53402011 | Social Security | 6,145 | | | 6,145 |
| 12517076 | 53402041 | State Retirement | 10,366 | | | 10,366 |
| 12517076 | 53402061 | Life Insurance | 130 | | | 130 |
| 12517076 | 53402071 | Medical Insurance | 19,000 | | | 19,000 |
| 12517076 | 53402081 | Dental Reimbursement | 690 | | | 690 |
| 12517076 | 53402101 | Unemployment Compensation | 360 | | | 360 |
| 12517076 | 53402121 | Medicare | 1,437 | | | 1,437 |
| 12517076 | 53402991 | Other Fringes | 197 | | | 197 |
| | | **Total 73400** | **137,431** | **-** | **-** | **137,431** |

| ORGANIZATION KEY | OBJECT CODE | EXPENDITURE DESCRIPTION | AMENDED BUDGET 3/14/2019 | INCREASE | DECREASE | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| **Middle Valley Elementary (2 Classes)** | | | | | | |
| 12517096 | 53401161 | Pre K Teacher | 88,149 | | | 88,149 |
| 12517096 | 53401404 | Bonus | 750 | | | 750 |
| 12517096 | 53401631 | Pre K Educational Assistant | 17,144 | | | 17,144 |
| 12517096 | 53402011 | Social Security | 6,575 | | | 6,575 |
| 12517096 | 53402041 | State Retirement | 11,824 | | | 11,824 |
| 12517096 | 53402061 | Life Insurance | 195 | | | 195 |
| 12517096 | 53402071 | Medical Insurance | 28,500 | | | 28,500 |
| 12517096 | 53402081 | Dental Reimbursement | 1,035 | | | 1,035 |
| 12517096 | 53402101 | Unemployment Compensation | 540 | | | 540 |
| 12517096 | 53402121 | Medicare | 1,538 | | | 1,538 |
| 12517096 | 53402991 | Other Fringes | 211 | | | 211 |
| | | **Total 73400** | **156,461** | **-** | **-** | **156,461** |
| **N.Hamilton County Elementary** | | | | | | |
| 12517156 | 53401161 | Pre K Teacher | 39,592 | | | 39,592 |
| 12517156 | 53401404 | Bonus | 250 | | | 250 |
| 12517156 | 53402011 | Social Security | 2,471 | | | 2,471 |
| 12517156 | 53402041 | State Retirement | 4,167 | | | 4,167 |
| 12517156 | 53402061 | Life Insurance | 65 | | | 65 |
| 12517156 | 53402071 | Medical Insurance | 9,500 | | | 9,500 |
| 12517156 | 53402081 | Dental Reimbursement | 345 | | | 345 |
| 12517156 | 53402101 | Unemployment Compensation | 180 | | | 180 |
| 12517156 | 53402121 | Medicare | 578 | | | 578 |
| 12517156 | 53402991 | Other Fringes | 79 | | | 79 |
| | | **Total 73400** | **57,227** | **-** | **-** | **57,227** |
| **Ooltewah Elementary (2 Classes)** | | | | | | |
| 12517166 | 53401161 | Pre K Teacher | 100,837 | | | 100,837 |
| 12517166 | 53401404 | Bonus | 1,000 | | | 1,000 |
| 12517166 | 53401631 | Pre K Educational Assistant | 37,356 | | | 37,356 |
| 12517166 | 53402011 | Social Security | 8,630 | | | 8,630 |
| 12517166 | 53402041 | State Retirement | 16,153 | | | 16,153 |
| 12517166 | 53402061 | Life Insurance | 260 | | | 260 |
| 12517166 | 53402071 | Medical Insurance | 38,000 | | | 38,000 |
| 12517166 | 53402081 | Dental Reimbursement | 1,380 | | | 1,380 |
| 12517166 | 53402101 | Unemployment Compensation | 720 | | | 720 |
| 12517166 | 53402121 | Medicare | 2,019 | | | 2,019 |
| 12517166 | 53402991 | Other Fringes | 276 | | | 276 |
| | | **Total 73400** | **206,631** | **-** | **-** | **206,631** |
| **Wolftever Creek (2 Classes)** | | | | | | |
| 12517176 | 53401161 | Pre K Teacher | 95,245 | | | 95,245 |
| 12517176 | 53401404 | Bonus | 750 | | | 750 |
| 12517176 | 53401631 | Pre K Educational Assistant | 25,839 | | | 25,839 |
| 12517176 | 53402011 | Social Security | 7,550 | | | 7,550 |
| 12517176 | 53402041 | State Retirement | 13,844 | | | 13,844 |
| 12517176 | 53402061 | Life Insurance | 195 | | | 195 |
| 12517176 | 53402071 | Medical Insurance | 28,500 | | | 28,500 |
| 12517176 | 53402081 | Dental Reimbursement | 1,035 | | | 1,035 |
| 12517176 | 53402101 | Unemployment Compensation | 540 | | | 540 |
| 12517176 | 53402121 | Medicare | 1,766 | | | 1,766 |
| 12517176 | 53402991 | Other Fringes | 244 | | | 244 |
| | | **Total 73400** | **175,508** | **-** | **-** | **175,508** |
| **Red Bank Elementary** | | | | | | |
| 12517186 | 53401631 | Pre K Educational Assistant | 17,826 | | | 17,826 |
| 12517186 | 53401404 | Bonus | 250 | | | 250 |
| 12517186 | 53402011 | Social Security | 1,121 | | | 1,121 |
| 12517186 | 53402041 | State Retirement | 2,652 | | | 2,652 |
| 12517186 | 53402061 | Life Insurance | 65 | | | 65 |
| 12517186 | 53402071 | Medical Insurance | 9,500 | | | 9,500 |
| 12517186 | 53402081 | Dental Reimbursement | 345 | | | 345 |
| 12517186 | 53402101 | Unemployment Compensation | 180 | | | 180 |
| 12517186 | 53402121 | Medicare | 262 | | | 262 |
| 12517186 | 53402991 | Other Fringes | 36 | | | 36 |
| | | **Total 73400** | **32,237** | **-** | **-** | **32,237** |
| **Snow Hill** | | | | | | |
| 12517216 | 53401161 | Pre K Teacher | 47,436 | | | 47,436 |
| 12517216 | 53401404 | Bonus | 500 | | | 500 |
| 12517216 | 53401631 | Pre K Educational Assistant | 16,803 | | | 16,803 |
| 12517216 | 53402011 | Social Security | 4,014 | | | 4,014 |
| 12517216 | 53402041 | State Retirement | 7,490 | | | 7,490 |
| 12517216 | 53402061 | Life Insurance | 130 | | | 130 |
| 12517216 | 53402071 | Medical Insurance | 19,000 | | | 19,000 |
| 12517216 | 53402081 | Dental Reimbursement | 690 | | | 690 |
| 12517216 | 53402101 | Unemployment Compensation | 360 | | | 360 |
| 12517216 | 53402121 | Medicare | 938 | | | 938 |
| 12517216 | 53402991 | Other Fringes | 128 | | | 128 |
| | | **Total 73400** | **97,489** | **-** | **-** | **97,489** |

| ORGANIZATION KEY | OBJECT CODE | EXPENDITURE DESCRIPTION | AMENDED BUDGET 3/14/2019 | INCREASE | DECREASE | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| **Soddy Elementary** | | | | | | |
| 12517226 | 53401161 | Pre K Teacher | 63,870 | | | 63,870 |
| 12517226 | 53401404 | Bonus | 500 | | | 500 |
| 12517226 | 53401631 | Pre K Educational Assistant | 22,257 | | | 22,257 |
| 12517226 | 53402011 | Social Security | 5,371 | | | 5,371 |
| 12517226 | 53402041 | State Retirement | 10,009 | | | 10,009 |
| 12517226 | 53402061 | Life Insurance | 130 | | | 130 |
| 12517226 | 53402071 | Medical Insurance | 19,000 | | | 19,000 |
| 12517226 | 53402081 | Dental Reimbursement | 690 | | | 690 |
| 12517226 | 53402101 | Unemployment Compensation | 360 | | | 360 |
| 12517226 | 53402121 | Medicare | 1,256 | | | 1,256 |
| 12517226 | 53402991 | Other Fringes | 172 | | | 172 |
| | | **Total 73400** | **123,615** | **-** | **-** | **123,615** |
| **Spring Creek Elementary** | | | | | | |
| 12517236 | 53401161 | Pre K Teacher | 42,954 | | | 42,954 |
| 12517236 | 53401404 | Bonus | 500 | | | 500 |
| 12517236 | 53401631 | Pre K Educational Assistant | 21,576 | | | 21,576 |
| 12517236 | 53402011 | Social Security | 4,032 | | | 4,032 |
| 12517236 | 53402041 | State Retirement | 7,721 | | | 7,721 |
| 12517236 | 53402061 | Life Insurance | 130 | | | 130 |
| 12517236 | 53402071 | Medical Insurance | 19,000 | | | 19,000 |
| 12517236 | 53402081 | Dental Reimbursement | 690 | | | 690 |
| 12517236 | 53402101 | Unemployment Compensation | 360 | | | 360 |
| 12517236 | 53402121 | Medicare | 943 | | | 943 |
| 12517236 | 53402991 | Other Fringes | 129 | | | 129 |
| | | **Total 73400** | **98,035** | **-** | **-** | **98,035** |
| **Donaldson Elementary (2 classes)** | | | | | | |
| 12517326 | 53401161 | Pre K Teacher | 117,655 | | | 117,655 |
| 12517326 | 53401404 | Bonus | 500 | | | 500 |
| 12517326 | 53401631 | Pre K Educational Assistant | - | | | - |
| 12517326 | 53402011 | Social Security | 7,326 | | | 7,326 |
| 12517326 | 53402041 | State Retirement | 12,359 | | | 12,359 |
| 12517326 | 53402061 | Life Insurance | 130 | | | 130 |
| 12517326 | 53402071 | Medical Insurance | 19,000 | | | 19,000 |
| 12517326 | 53402081 | Dental Reimbursement | 690 | | | 690 |
| 12517326 | 53402101 | Unemployment Compensation | 360 | | | 360 |
| 12517326 | 53402121 | Medicare | 1,713 | | | 1,713 |
| 12517326 | 53402991 | Other Fringes | 235 | | | 235 |
| | | **Total 73400** | **159,968** | **-** | **-** | **159,968** |
| **East Brainerd Elementary (2 classes)** | | | | | | |
| 12517376 | 53401161 | Pre K Teacher | 99,353 | | | 99,353 |
| 12517376 | 53401404 | Bonus | 500 | | | 500 |
| 12517376 | 53402011 | Social Security | 6,191 | | | 6,191 |
| 12517376 | 53402041 | State Retirement | 10,445 | | | 10,445 |
| 12517376 | 53402061 | Life Insurance | 130 | | | 130 |
| 12517376 | 53402071 | Medical Insurance | 19,000 | | | 19,000 |
| 12517376 | 53402081 | Dental Reimbursement | 690 | | | 690 |
| 12517376 | 53402101 | Unemployment Compensation | 360 | | | 360 |
| 12517376 | 53402121 | Medicare | 1,448 | | | 1,448 |
| 12517376 | 53402991 | Other Fringes | 199 | | | 199 |
| | | **Total 73400** | **138,316** | **-** | **-** | **138,316** |
| **East Lake Elementary (2 classes)** | | | | | | |
| 12517386 | 53401161 | Pre K Teacher | 94,871 | | | 94,871 |
| 12517386 | 53401404 | Bonus | 500 | | | 500 |
| 12517386 | 53402011 | Social Security | 5,913 | | | 5,913 |
| 12517386 | 53402041 | State Retirement | 9,976 | | | 9,976 |
| 12517386 | 53402061 | Life Insurance | 130 | | | 130 |
| 12517386 | 53402071 | Medical Insurance | 19,000 | | | 19,000 |
| 12517386 | 53402081 | Dental Reimbursement | 690 | | | 690 |
| 12517386 | 53402101 | Unemployment Compensation | 360 | | | 360 |
| 12517386 | 53402121 | Medicare | 1,383 | | | 1,383 |
| 12517386 | 53402991 | Other Fringes | 190 | | | 190 |
| | | **Total 73400** | **133,013** | **-** | **-** | **133,013** |

| ORGANIZATION KEY | OBJECT CODE | EXPENDITURE DESCRIPTION | AMENDED BUDGET 3/14/2019 | INCREASE | DECREASE | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| **Lakeside Academy (2 classes)** | | | | | | |
| 12517456 | 53401161 | Pre K Teacher | 100,640 | | | 100,640 |
| 12517456 | 53401404 | Bonus | 500 | | | 500 |
| 12517456 | 53402011 | Social Security | 6,271 | | | 6,271 |
| 12517456 | 53402041 | State Retirement | 10,579 | | | 10,579 |
| 12517456 | 53402061 | Life Insurance | 130 | | | 130 |
| 12517456 | 53402071 | Medical Insurance | 19,000 | | | 19,000 |
| 12517456 | 53402081 | Dental Reimbursement | 690 | | | 690 |
| 12517456 | 53402101 | Unemployment Compensation | 360 | | | 360 |
| 12517456 | 53402121 | Medicare | 1,466 | | | 1,466 |
| 12517456 | 53402991 | Other Fringes | 201 | | | 201 |
| | | **Total 73400** | **139,837** | **-** | **-** | **139,837** |
| **Lookout Valley Elementary** | | | | | | |
| 12517466 | 53401161 | Pre K Teacher | 62,376 | | | 62,376 |
| 12517466 | 53401404 | Bonus | 250 | | | 250 |
| 12517466 | 53401631 | Pre K Educational Assistant | - | | | - |
| 12517466 | 53402011 | Social Security | 3,883 | | | 3,883 |
| 12517466 | 53402041 | State Retirement | 6,551 | | | 6,551 |
| 12517466 | 53402061 | Life Insurance | 65 | | | 65 |
| 12517466 | 53402071 | Medical Insurance | 9,500 | | | 9,500 |
| 12517466 | 53402081 | Dental Reimbursement | 345 | | | 345 |
| 12517466 | 53402101 | Unemployment Compensation | 180 | | | 180 |
| 12517466 | 53402121 | Medicare | 908 | | | 908 |
| 12517466 | 53402991 | Other Fringes | 125 | | | 125 |
| | | **Total 73400** | **84,183** | **-** | **-** | **84,183** |
| **Orchard Knob Elementary (2 Classes)** | | | | | | |
| 12517476 | 53401161 | Pre K Teacher | 114,295 | | | 114,295 |
| 12517476 | 53401404 | Bonus | 500 | | | 500 |
| 12517476 | 53402011 | Social Security | 7,117 | | | 7,117 |
| 12517476 | 53402041 | State Retirement | 12,007 | | | 12,007 |
| 12517476 | 53402061 | Life Insurance | 130 | | | 130 |
| 12517476 | 53402071 | Medical Insurance | 19,000 | | | 19,000 |
| 12517476 | 53402081 | Dental Reimbursement | 690 | | | 690 |
| 12517476 | 53402101 | Unemployment Compensation | 360 | | | 360 |
| 12517476 | 53402121 | Medicare | 1,664 | | | 1,664 |
| 12517476 | 53402991 | Other Fringes | 229 | | | 229 |
| | | **Total 73400** | **155,992** | **-** | **-** | **155,992** |
| **Woodmore Elementary** | | | | | | |
| 12517506 | 53401161 | Pre K Teacher | 61,256 | | | 61,256 |
| 12517506 | 53401404 | Bonus | 250 | | | 250 |
| 12517506 | 53401631 | Pre K Educational Assistant | - | | | - |
| 12517506 | 53402011 | Social Security | 3,814 | | | 3,814 |
| 12517506 | 53402041 | State Retirement | 6,434 | | | 6,434 |
| 12517506 | 53402061 | Life Insurance | 65 | | | 65 |
| 12517506 | 53402071 | Medical Insurance | 9,500 | | | 9,500 |
| 12517506 | 53402081 | Dental Reimbursement | 345 | | | 345 |
| 12517506 | 53402101 | Unemployment Compensation | 180 | | | 180 |
| 12517506 | 53402121 | Medicare | 892 | | | 892 |
| 12517506 | 53402991 | Other Fringes | 123 | | | 123 |
| | | **Total 73400** | **82,859** | **-** | **-** | **82,859** |
| **Brown Academy (2 Classes)** | | | | | | |
| 12517526 | 53401161 | Pre K Teacher | 98,233 | | | 98,233 |
| 12517526 | 53401404 | Bonus | 500 | | | 500 |
| 12517526 | 53402011 | Social Security | 6,121 | | | 6,121 |
| 12517526 | 53402041 | State Retirement | 10,327 | | | 10,327 |
| 12517526 | 53402061 | Life Insurance | 130 | | | 130 |
| 12517526 | 53402071 | Medical Insurance | 19,000 | | | 19,000 |
| 12517526 | 53402081 | Dental Reimbursement | 690 | | | 690 |
| 12517526 | 53402101 | Unemployment Compensation | 360 | | | 360 |
| 12517526 | 53402121 | Medicare | 1,432 | | | 1,432 |
| 12517526 | 53402991 | Other Fringes | 196 | | | 196 |
| | | **Total 73400** | **136,989** | **-** | **-** | **136,989** |
| **Battle Academy** | | | | | | |
| 12517536 | 53401631 | Pre K Educational Assistant | 14,177 | | | 14,177 |
| 12517536 | 53401404 | Bonus | 250 | | | 250 |
| 12517536 | 53402011 | Social Security | 894 | | | 894 |
| 12517536 | 53402041 | State Retirement | 2,116 | | | 2,116 |
| 12517536 | 53402061 | Life Insurance | 65 | | | 65 |
| 12517536 | 53402071 | Medical Insurance | 9,500 | | | 9,500 |
| 12517536 | 53402081 | Dental Reimbursement | 345 | | | 345 |
| 12517536 | 53402101 | Unemployment Compensation | 180 | | | 180 |
| 12517536 | 53402121 | Medicare | 209 | | | 209 |
| 12517536 | 53402991 | Other Fringes | 28 | | | 28 |
| | | **Total 73400** | **27,764** | **-** | **-** | **27,764** |
| | | **TOTAL PRE K GRANT BUDGET** | **2,716,430** | **3,850** | **-** | **2,720,280** |

c. Priority Schools Principal Incentive State Grant

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**3074 Hickory Valley Road**
**Chattanooga, Tennessee 37421**

# MEMORANDUM

**TO:** Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**FROM:** Brent Goldberg, Chief Business Officer

**DATE:** June 20, 2019

**SUBJECT:** Budget Amendments –Priority Schools Principal Incentive State Grant

The attached budget amendment for the Priority Schools Principal Incentive State Grant for FY2019 is recommended for your approval. The amendment increases the budget by an additional $15,212 awarded by the State.

**HAMILTON COUNTY DEPT OF EDUCATION**
**OPPORTUNITY ZONE**
**PRIORITY SCHOOLS PRINICIPAL INCENTIVE GRANT**
**BUDGET FISCAL YEAR 2018-2019**

| | | | | | | |
|---|---|---|---|---|---|---|
| **18040000** | **41426590** | **OTHER STATE EDUCATION REVENUE** | **79,200** | **15,212** | | **94,412** |

| ORGANIZATION KEY | OBJECT CODE | EXPENDITURE DESCRIPTION | FY2019 BUDGET 11/15/2018 | INCREASES | DECREASES | AMENDED BUDGET 6/20/2019 |
|---|---|---|---|---|---|---|
| Brainerd High | | | | | | |
| 18235103 | 52211881 | Principal Recruitment Bonus | 12,700 | 2,300 | | 15,000 |
| 18235103 | 52212011 | Social Security | 787 | 143 | | 930 |
| 18235103 | 52212041 | Retirement | 1,329 | 241 | | 1,570 |
| 18235103 | 52212121 | Medicare | 184 | 33 | | 217 |
| | | **Total 72210--Instructional Support** | **15,000** | **2,717** | **-** | **17,717** |
| The Howard School | | | | | | |
| 18235143 | 52211881 | Principal Recruitment Bonus | 12,700 | 2,300 | | 15,000 |
| 18235143 | 52212011 | Social Security | 787 | 143 | | 930 |
| 18235143 | 52212041 | Retirement | 1,329 | 241 | | 1,570 |
| 18235143 | 52212121 | Medicare | 184 | 33 | | 217 |
| | | **Total 72210--Instructional Support** | **15,000** | **2,717** | **-** | **17,717** |
| Dalewood Middle | | | | | | |
| 18236132 | 52211881 | Principal Retention Bonus | 8,128 | 1,472 | | 9,600 |
| 18236132 | 52212011 | Social Security | 504 | 240 | | 744 |
| 18236132 | 52212041 | Retirement | 850 | 404 | | 1,254 |
| 18236132 | 52212121 | Medicare | 118 | 56 | | 174 |
| | | **Total 72210--Instructional Support** | **9,600** | **2,172** | **-** | **11,772** |
| | | Note: $2,400 matched in Priority School State Grant | | | | |
| Orchard Knob Middle | | | | | | |
| 18236162 | 52211881 | Principal Retention Bonus | 8,128 | 1,472 | | 9,600 |
| 18236162 | 52212011 | Social Security | 504 | 240 | | 744 |
| 18236162 | 52212041 | Retirement | 850 | 404 | | 1,254 |
| 18236162 | 52212121 | Medicare | 118 | 56 | | 174 |
| | | **Total 72210--Instructional Support** | **9,600** | **2,172** | **-** | **11,772** |
| | | Note: $2,400 matched in Priority School State Grant | | | | |
| Calvin Donaldson Environmental Science | | | | | | |
| 18237321 | 52211881 | Principal Recruitment Bonus | 12,700 | 2,300 | | 15,000 |
| 18237321 | 52212011 | Social Security | 787 | 143 | | 930 |
| 18237321 | 52212041 | Retirement | 1,329 | 241 | | 1,570 |
| 18237321 | 52212121 | Medicare | 184 | 33 | | 217 |
| | | **Total 72210--Instructional Support** | **15,000** | **2,717** | **-** | **17,717** |
| Hardy Elementary | | | | | | |
| 18237411 | 52211881 | Principal Recruitment Bonus | 12,700 | 2,300 | | 15,000 |
| 18237411 | 52212011 | Social Security | 787 | 143 | | 930 |
| 18237411 | 52212041 | Retirement | 1,329 | 241 | | 1,570 |
| 18237411 | 52212121 | Medicare | 184 | 33 | | 217 |
| | | **Total 72210--Instructional Support** | **15,000** | **2,717** | **-** | **17,717** |
| | | **TOTAL GRANT** | **79,200** | **15,212** | **-** | **94,412** |

4. School Accounts Payable Approval Request

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

**ACTION ITEM**

**TO:** Hamilton County Board Of Education
Dr. Bryan Johnson, Superintendent

**FROM:** Brent Goldberg, Chief Business Officer

**DATE:** June 20, 2019

**SUBJECT:** Approval of School Accounts Payable

The State requires every school to clear all contractual obligations by June 30 of each year. If this cannot be done, authorization to carry over accounts payable must be obtained from the Board of Education. The attached accounts payable items are being submitted for approval. These items could not be paid prior to fiscal year-end because orders were either not received, were partially received, or invoices were not yet available. Sufficient funds are on hand to cover these outstanding obligations.

Recommendation: It is recommended that the Board of Education approve the outstanding obligations at June 30, 2019, for carryover into the 2019-2020 fiscal year.

Attachment

**Recommendation: It is recommended that the Board of Education approve contractual obligations at June 30, 2019, for carry-over into 2019-2020 Fiscal Year as follows:**

| School Name | Amount |
|---|---|
| Allen Elementary School | $ - |
| Alpine Crest Elementary School | $ - |
| Apison Elementary School | $ 14,400.00 |
| Barger Academy of Fine Arts | $ - |
| Battle Academy for Teaching and Learning | $ 1,500.00 |
| Big Ridge Elementary School | $ - |
| Brainerd High School | $ 9,809.16 |
| Brown Academy for Classical Studies | - |
| Brown Middle School | $ - |
| Central High School | $ 4,320.00 |
| Chattanooga High Center for Creative Arts | $ 4,865.00 |
| Clifton Hills Elementary School | $ - |
| Chattanooga School for Arts and Science | $ 900.00 |
| Chattanooga School for Liberal Arts | $ 2,372.53 |
| Daisy Elementary School | $ - |
| Dalewood Middle School | $ - |
| Dawn School | $ - |
| Donaldson Elementary School | $ - |
| Dupont Elementary School | $ - |
| East Brainerd Elementary | $ 11,020.60 |
| East Hamilton School | $ 38,301.40 |
| East Lake Academy of Fine Arts | $ - |
| East Lake Elementary School | $ - |
| East Ridge Elementary School | $ - |
| East Ridge High School | $ 4,780.00 |
| East Ridge Middle School | $ - |
| East Side Elementary School | $ 78.59 |
| Hamilton County High School | $ - |
| Hardy Elementary School | $ - |
| Harrison Elementary School | $ - |
| Hillcrest Elementary School | $ - |
| Hixson Elementary School | $ - |
| Hixson High School | $ - |
| Hixson Middle School | $ - |
| Howard School | $ 4,506.78 |
| Hunter Middle School | $ - |
| Lakeside Academy of Math, Science and Technology | $ - |
| Loftis Middle School | $ 8,108.00 |
| Lookout Mountain Elementary School | $ - |

| | | |
|---|---|---|
| Lookout Valley Elementary School | $ | - |
| Lookout Valley High-Middle School | $ | 288.04 |
| McConnell Elementary School | $ | 1,458.00 |
| Middle Valley Elementary School | $ | - |
| Nolan Elementary School | $ | - |
| Normal Park Museum Magnet | $ | - |
| North Hamilton County Elementary School | $ | - |
| Ooltewah Elementary School | $ | 3,000.00 |
| Ooltewah High School | $ | 10,304.15 |
| Ooltewah Middle School | $ | 2,130.43 |
| Orchard Knob Elementary School | $ | - |
| Orchard Knob Middle School | $ | - |
| Red Bank Elementary School | $ | - |
| Red Bank High School | $ | - |
| Red Bank Middle School | $ | - |
| Rivermont Elementary School | $ | 493.68 |
| Sale Creek Mid/High School | $ | 3,000.00 |
| Sequoyah High School | $ | 300.00 |
| Shepherd Elementary School | $ | - |
| Signal Mtn Middle/High School | $ | - |
| Smith Elementary School | $ | 4,000.00 |
| Snow Hill Elementary School | $ | 2,164.50 |
| Soddy Daisy High School | $ | 16,699.00 |
| Soddy Daisy Middle School | $ | 289.00 |
| Soddy Elementary School | $ | - |
| Spring Creek Elementary School | $ | - |
| Stem School | $ | 2,099.98 |
| Thrasher Elementary School | $ | - |
| Tyner Academy | $ | 500.00 |
| Tyner Middle Academy | | - |
| Washington Alternative | | - |
| Westview Elementary School | | - |
| Wolftever Elementary School | $ | - |
| Woodmore Elementary School | | - |
| | $ | 151,688.84 |

**The State requires that each school clear all contractual obligations by June 30 of each year. If this cannot be done, written authorization for any carry-over must be obtained from the Board of Education. The following items are being submitted for approval.**

| School Name | Vendor Name | Item | Name of Account | Amount |
|---|---|---|---|---|
| Allen Elem | NONE | | | - |
| | | | | - |
| Alpine Crest Elem | NONE | | | - |
| | | | | - |
| Apison Elem | Binswanger Glass | Install Security Vestible | Oper/Maint Equip | $ 12,500.00 |
| | Ron Hughes | Travel Expenses | PTA Donations | $ 1,100.00 |
| | Sharon Devaney | Travel Expenses | PTA Donations | $ 800.00 |
| | | | | $ 14,400.00 |
| Barger Academy | NONE | | | - |
| | | | | - |
| Battle Academy | Coole School Inc | Student Planners | Inst-General | $ 1,500.00 |
| | | | | $ 1,500.00 |
| Big Ridge Elem | NONE | | | - |
| | | | | - |
| Brainerd High | ACT Business | School Copiers | Instr - Cont Serv Copiers | $ 1,000.00 |
| | Durham Bus | Transportation | Special Allocation | $ 208.02 |
| | Porta Phone | Headphone Recondition | Football | $ 1,000.00 |
| | Sally's Beauty Supp | Classroom Supplies | Cosmetology | $ 900.00 |
| | Sally's Beauty Supp | Classroom Supplies | Cosmetology | $ 1,500.00 |
| | The Athletic Shop | Marching Band-Caps | Band-Rest | $ 320.00 |
| | Band Shoppe | Marching Band-Uniforms | Band-Rest | $ 1,566.90 |
| | Dancewear Solutions | Marching Band-Uniforms | Band-Rest | $ 1,024.37 |
| | Walmart | Marching Band-Black Shorts | Band-Rest | $ 350.00 |
| | Algy Trimmings | Marching Band-Uniforms | Band-Rest | $ 1,939.87 |
| | | | | $ 9,809.16 |
| Brown Academy | NONE | | | - |
| | | | | - |
| Brown Middle | NONE | | | - |
| | | | | - |
| Central High | Varsity Spirit | Cheer Uniforms | Cheerleading | $ 4,320.00 |
| | | | | $ 4,320.00 |
| Chattanooga Center for Creative Arts | Premier Agendas | Agenda mates | Inst-General | $ 4,000.00 |
| | Copy Connection | Parent/Teacher Handbooks | Inst-General | $ 865.00 |
| | | | | $ 4,865.00 |

| | | | | | |
|---|---|---|---|---|---|
| Clifton Hills Elem | NONE | | | | - |
| | | | | | - |
| CSAS | Coole School Inc | Student Agendas | Instr-General | $ | 900.00 |
| | | | | $ | 900.00 |
| CSLA | American Library Assoc | Registration for Conf | Library-Book Fair | $ | 449.00 |
| | Schoolmate Division | Student Agendas | Instr-General | $ | 1,638.41 |
| | Premier Agendas | Student Agendas | Instr-General | $ | 285.12 |
| | | | | $ | 2,372.53 |
| Daisy Elem | NONE | | | | - |
| | | | | | - |
| Dalewood Middle | NONE | | | | - |
| | | | | | - |
| Dawn School | NONE | | | | - |
| | | | | | - |
| Donaldson Elem | NONE | | | | - |
| | | | | | - |
| Dupont Elem | NONE | | | | - |
| | | | | | - |
| East Brainerd Elem | Coole School Inc | Agendas | Inst-General | $ | 2,951.38 |
| | CDW Government | Computers and Cart | PTA Donations | $ | 8,069.22 |
| | | | | $ | 11,020.60 |
| East Hamilton MHS | Herff Jones Inc | Yearbook | Yearbook | $ | 4,000.00 |
| | Herff Jones Inc | Yearbook Insert | Yearbook | $ | 3,500.00 |
| | Varsity Spirit | Jazz Pants | HS Dance | $ | 1,000.00 |
| | Varsity Spirit | Uniform | HS Dance | $ | 2,500.00 |
| | Varsity Spirit | Bags and Poms | HS Dance | $ | 1,500.00 |
| | Varsity Spirit | Body Liner | HS Dance | $ | 1,601.40 |
| | Varsity Spirit | Filler Uniforms | Cheerleaders-MS | $ | 1,500.00 |
| | Varsity Spirit | Camp and Practice Clothes | Cheerleaders - MS | $ | 9,000.00 |
| | Varsity Spirit | Filler Uniforms | Cheerleading | $ | 1,200.00 |
| | Varsity Spirit | Camp Clothes and Shoes | Cheerleading | $ | 8,500.00 |
| | BSN | Nike Uniforms | Soccer - Girls HS | $ | 4,000.00 |
| | | | | $ | 38,301.40 |
| East Lake Academy | NONE | | | | - |
| | | | | | - |
| East Lake Elem | NONE | | | | - |
| | | | | | - |
| East Ridge Elem | NONE | | | | - |
| | | | | | - |
| East Ridge High | VRC Companies | School Shredding | Admin-Contr Services | $ | 250.00 |
| | Sign Revolution | Sign | BOE-Other | $ | 330.00 |
| | Herff Jones | Yearbook | School Yearbooks | $ | 4,200.00 |
| | | | | $ | 4,780.00 |
| East Ridge Middle | NONE | | | | - |
| | | | | | - |

| | | | | | |
|---|---|---|---|---|---|
| East Side Elem | Follett School Solutions | Library Books | Library | $ | 78.59 |
| | | | | $ | 78.59 |
| Hamilton County High School | NONE | | | | - |
| | | | | | - |
| Hardy Elem | NONE | | | | - |
| | | | | | - |
| Harrison Elem | NONE | | | | - |
| | | | | | - |
| Hillcrest Elem | NONE | | | | - |
| | | | | | - |
| Hixson Elem | NONE | | | | - |
| | | | | | - |
| Hixson High | NONE | | | | - |
| | | | | | - |
| Hixson Middle | NONE | | | | - |
| | | | | | - |
| Howard School | BSN Sports | Folding Chair/Chair Cart | Basketball Boys & Girls | $ | 3,500.00 |
| | Saratoga Financial Serv | Copier/Riso | BOE Copier | $ | 1,006.78 |
| | | | | $ | 4,506.78 |
| Hunter Middle | NONE | | | | - |
| | | | | | - |
| Lakeside Academy | NONE | | | | - |
| | | | | | - |
| Loftis Middle | Humphreys Cover Sports | Mat roller for Gym | Oper/Maint Contr Serv | $ | 1,869.00 |
| | Locker Pro | Locker Maintenance | Oper/Maint Contr Serv | $ | 2,500.00 |
| | Sports Graphics | Stage Mat | Oper/Maint Contr Serv | $ | 3,739.00 |
| | | | | $ | 8,108.00 |
| Lookout Mountain Elem | NONE | | | | - |
| | | | | | - |
| Lookout Valley Elem | NONE | | | | - |
| | | | | | - |
| Lookout Valley High-Middle School | Canon Solutions | Copier Rental | Inst-Cont Services Copiers | $ | 288.04 |
| | | | | $ | 288.04 |
| McConnell Elem | Premier Agendas, Inc | Student Planner Package | Inst-General | $ | 1,458.00 |
| | | | | $ | 1,458.00 |
| Middle Valley Elem | NONE | | | | - |
| | | | | | - |
| Nolan Elem | NONE | | | | - |
| | | | | | - |
| Normal Park Museum Magnet | NONE | | | | - |
| | | | | | - |

| | | | | | |
|---|---|---|---|---|---|
| North Hamilton County Elem | NONE | | | | - |
| | | | | | - |
| Ooltewah Elem | Premier Agendas | Student Agendas | General Inst | $ | 3,000.00 |
| | | | | $ | 3,000.00 |
| Ooltewah High | BSN Sports | Volleyball Uniform/Equip | Volleyball | $ | 2,500.00 |
| | The Athletic Shop | Volleyball Practice Gear | Volleyball | $ | 2,800.00 |
| | The Athletic Shop | Volleyball Camp T-shirts | Volleyball | $ | 400.00 |
| | Custom Awards | Volleyball Camp Awards | Volleyball | $ | 100.00 |
| | BSN Sports | PE Supplies, Balls, Birdies | Instr - PE | $ | 495.00 |
| | Amazon | Theatre Lighting/Sound Supp | Theatrical Arts-Rest | $ | 2,400.00 |
| | Perfection Learning | AMSCO Classroom Bk Set | Instr - History | $ | 1,459.15 |
| | BSN Sports | Track T Shirts | Track | $ | 150.00 |
| | | | | $ | 10,304.15 |
| Ooltewah Middle | Varsity Spirit | Cheer Shoes | Cheerleading | $ | 1,569.43 |
| | GTM | Cheer Poms, Bows | Cheerleading | $ | 561.00 |
| | | | | $ | 2,130.43 |
| Orchard Knob Elem | NONE | | | | - |
| | | | | | - |
| Orchard Knob Middle | NONE | | | | - |
| | | | | | - |
| Red Bank Elem | NONE | | | | - |
| | | | | | - |
| Red Bank High | NONE | | | | - |
| | | | | | - |
| Red Bank Middle | NONE | | | | - |
| | | | | | - |
| Rivermont Elem | Saratoga Financial Serv | Copier | Inst-Cont Services Copiers | $ | 243.68 |
| | Saratoga Technologies | Copier Maint | Inst-Cont Services Copiers | $ | 250.00 |
| | | | | $ | 493.68 |
| Sale Creek Mid/High | Lifetouch Publishing, Inc. | Yearbook | Yearbook | $ | 3,000.00 |
| | | | | $ | 3,000.00 |
| Sequoyah High | Durham School Services | Field Trip Bus | Teaching as a Profession | $ | 300.00 |
| | | | | $ | 300.00 |
| Shepherd Elem | NONE | | | | - |
| | | | | | - |
| Signal Mtn Middle/High School | NONE | | | | - |
| | | | | | - |
| Smith Elementary | Lifetouch | Yearbook | School Yearbooks | $ | 4,000.00 |
| | | | | $ | 4,000.00 |
| Snow Hill Elem | Coole School, Inc | Student Planners | Instr-General | $ | 2,164.50 |
| | | | | $ | 2,164.50 |
| Soddy Daisy High | Purity Drinking Water | Filtered Water Machine | Inst- Cont Serv | $ | 200.00 |
| | Allegra Print and Imaging | Cheer Calendars | Cheerleading | $ | 2,500.00 |
| | Sweetwater Sound | Instruments | Band | $ | 999.00 |
| | Varsity | Cheer Uniforms | Cheerleading | $ | 5,000.00 |
| | Lowes | Facility Upgrades | General | $ | 8,000.00 |
| | | | | $ | 16,699.00 |

| | | | | | |
|---|---|---|---|---|---|
| Soddy Daisy Middle | Lometa's | Flowers | Faculty Hospitality | $ | 180.00 |
| | PCS | Promethean lamp | Partners in Education | $ | 109.00 |
| | | | | $ | 289.00 |
| Soddy Elem | NONE | | | | - |
| | | | | | - |
| Spring Creek Elem | NONE | | | | - |
| | | | | | - |
| Stem School | Vex Robotics | Classroom Programming Kits | STEM Club | $ | 2,099.98 |
| | | | | $ | 2,099.98 |
| Thrasher Elem | NONE | | | | - |
| | | | | | - |
| Tyner Academy | Beeler Impressions | Copier Rental | Special Allocation | $ | 500.00 |
| | | | | $ | 500.00 |
| Tyner Middle | NONE | | | | - |
| | | | | | - |
| Washington Alternative | NONE | | | | - |
| | | | | | - |
| Westview Elem | NONE | | | | - |
| | | | | | - |
| Wolftever Elem | NONE | | | | - |
| | | | | | - |
| Woodmore Elem | NONE | | | | - |
| | | | | | - |

5. Grant Application Request

**Hamilton County Department of Education**
**3074 Hickory Valley Rd.**
**Chattanooga, Tennessee 37421**

**423.498.7168 (phone)**
**423.498.6673 (fax)**

June 20, 2019

To: School Board Members
Dr. Bryan Johnson, Superintendent

From: Brent Goldberg, Chief Business Officer

Re: Grant Application Request

The Administration is requesting acceptance and approval of the following grant applications. If the requests are approved, a budget amendment will be brought to the School Board for the actual amount awarded, if applicable.

1) UTC – Science of Heterogencous Multi-Objective Set Covering Problems and Cross-Disciplinary Applications of Multi-Objective Optimization. (Funded by NSF for $565,828. See attached. Contact- Dr. Justin Robertson.)

2) UTC – A Family of Novel Multinary Chalcogenide Nanocrystals from Non-Heavy Metals and Engineered Photoluminescence for Quantum Dot Light Emitting Device. (Funded by NSF for $471,386. See attached. Contact- Dr. Justin Robertson.)

3) Federal Programs Consolidated Application. (Funded by USDOE for $24,586,694. See attached. Contact- Dr. Justin Robertson.)

If there are any questions, please do not hesitate to contact the appropriate grant contact person or me.

a. 1) UTC – Science of Heterogencous Multi-Objective Set Covering Problems and Cross-Disciplinary Applications of Multi-Objective Optimization. (Funded by NSF for $565,828. See attached. Contact- Dr. Justin Robertson.)

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**GRANT SUBMISSION APPROVAL FORM**

All grants must be pre-approved by the Principal to ensure alignment with school/HCDE goals. All grants $2,500 and over must have pre-approval from Central Office before applying for the grant. All Federal and State grants regardless of value must have Central Office approval and must flow through the Central Office finance system, not the school. Please submit all copies of this form, along with a copy of your grant proposal and budget to Chief Academic Officer, **10 days before grant deadline date.**

**All GRANTS between $2,500 and $9,999** must be pre-approved by the Chief Academic Officer and the Assistant Superintendent of Finance/Director.

**GRANTS between $10,000 and $99,999** require additional approval by the Superintendent and School Board Chairman.

**GRANTS $100,000 and above and those requesting matching funds** require School Board Approval. (Please send grants to Chief Academic Officer, **14 working days prior to the next scheduled school board meeting.**)

---

**SCHOOL/INSTITUTION:** University of TN at Chattanooga **DATE:** 05/29/2019

**GRANT TITLE:** Science of heterogeneous multi-objective set covering problems and cross-disciplinary applications of multi-objective optimization

**AMOUNT OF GRANT:** $565,828 **GRANT DEADLINE DATE:** 07/19/2019

**FUNDING AGENCY** NSF **MATCHING FUNDS REQUESTED** Yes ☐ No ☒

Meredith Perry
*Signature of Authorized Official*

Dr. Lakmali Weerasena
*Name of Grant Writer*

***Send Grants to the Chief Academic Officer for approval***
****** Please attach a summary and budget to this Grant request******

---

**RECOMMEND APPROVAL FOR SUBMISSION:**

*Federal Programs Director (if applicable)*

*Chief Academic Officer/Asst. Supt.*

*Assistant Superintendent of Finance/ Director* 5/4/19

*Superintendent (if applicable)*

*Final Approval Date*

*Board Chairman (if applicable)*

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*JL/vf 7/26/2016* ***Email copy to:*** *Chief Academic Officer, Finance, Principal, and Grant Writer*

**Summary:**

The overarching goal of my 5-year NSF CAREER proposal is to advance the current mathematical knowledge on multi-objective optimization (MO) problems and to develop integrated research, teaching, and outreach from that work. Originated from the set covering problem with multiple non-commensurate and conflicting objectives, the multi-objective set covering problem (MOSCP) emerged as a computationally intractable, multi-objective combinatorial (MOCO) problem with cross-disciplinary applications. I have developed a unique mathematical approach, an approximation for the MOSCP with linear objective functions that provides a strong foundation for novel theoretical research and unique applications. My research objectives are to (1) research mathematical models inspired by conservation biology and healthcare management for the generalized MOSCP, (2) investigate theory and methodologies for the proposed models, (3) explore broad applications of MOSCPs in conservation planning and vehicle routing in emergency services, and (4) explore interdisciplinary applications of multi-objective optimization. This project is multifaceted; the outcomes reach beyond operations research and mathematics and present trans-disciplinary (environmental sciences, conservation biology, computer sciences and engineering, public service and emergency management, and STEM education) broader impacts.

As new goals emerge in conservation biology (landscape-scale conservation planning, conservation for ecosystem resiliency, and transboundary conservation), there is a pressing need for innovative tools that can integrate such complex, multidimensional, interrelated objectives. Most natural resource managers and conservation officials, particularly those in the developing world where conservation needs are of high demand, may not be equipped with the technical and computational expertise required to handle the volume of data that results from processing all of these factors. Even in the western hemisphere, conservation-related decision-making happens substantially in municipalities where the town officials most often are illiterate in GIS (geo-spatial information systems) applications. The project will result in a software tool, open source, with detailed tutorials and a menu-based graphic interface that can be utilized by non–operations research, non-GIS personnel in conservation planning.

The MOSCP studied in this project is flexible and can be repurposed into other conservation goals and into other sectors such as city and regional planning and transportation management. Emergency services can benefit from the products of this research as well, especially when dispatching emergency vehicles to serve emergencies in a timely manner.

This project has substantial educational and outreach components through which MOSCP research will be integrated into teaching in secondary schools, universities, and graduate schools. Given the in-service and pre-service training component, the impacts on secondary school/high school education will be sustainable beyond the grant period. My research will advance understanding both in the philosophy of approximation algorithms in operations research and in the practice and applicability of such theoretical frameworks in real-life problem solving, which I will then use to help math teachers repackage advanced combinatorial problems into secondary school–friendly curricular modules.

Throughout my PhD and subsequent academic career, I have long been a strong advocate of developing and using mathematical techniques in conservation biology and engineering. I have a PhD in mathematical operations research and unique research results in this area, which I will combine to benefit these applications. I also have experience working with middle and high school students on advanced math topics in extracurricular settings, which will further bolster my ability to achieve the 5-year project goals.

| Category | Year 1 (7/1/2019-6/30/2020) | Year 2 (7/1/2020-6/30/2021) | Year 3 (7/1/2021-6/30/2022) | Year 4 (7/1/2022-6/30/2023) | Year 5 (7/1/2023-6/30/2024) | Total |
|---|---|---|---|---|---|---|
| **A. Senior Personnel** | | | | | | |
| **Principal Investigator** | $14,031 | $14,452 | $14,886 | $15,333 | $15,793 | $74,495 |
| *2 months each year; 3% escalation* | | | | | | |
| **B. Other Personnel** | | | | | | |
| **3. Graduate Student** | | | | | | |
| 1 academic year graduate assistant @ $21,000/year PhD | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 | $100,000 |
| 1 academic year graduate assistant @ $18,000/year MS | $0 | $0 | $0 | $0 | $0 | $0 |
| 2 hourly graduate assistants (MS) @ $15/hour, 10 hours/week, 30 weeks, no students first year | $0 | $9,000 | $9,000 | $9,000 | $9,000 | $36,000 |
| **4. Undergraduate students** | | | | | | |
| 1 pre-service Noyce scholar (summer): 8 weeks, $12/hr, 20hr/week | $1,920 | $1,920 | $1,920 | $1,920 | $1,920 | $9,600 |
| 30 weeks, $12/hr, 10hr/week; no student first year | $0 | $3,600 | $3,600 | $3,600 | $3,600 | $14,400 |
| summer @ 12 weeks, $12/hr, 10hr/week; no student first year | $0 | $2,880 | $2,880 | $2,880 | $2,880 | $11,520 |
| **5. Secretarial - Clerical (if charged directly)** | | | | | | |
| **6. Other** | | | | | | |
| **C. Fringe Benefits** | | | | | | |
| *PI @ 46%* | $6,454 | $6,648 | $6,848 | $7,053 | $7,265 | $34,268 |
| *Students @ 9%* | $1,973 | $3,366 | $3,366 | $3,366 | $3,366 | $15,437 |
| | | | | | | |
| **D. Equipment** | | | | | | |
| | | | | | | |
| **E. Travel** | | | | | | |
| a. Domestic (conferences, etc.) | $4,772 | $4,772 | $4,772 | $4,772 | $4,772 | $23,860 |
| **F. Participant Support Costs** | | | | | | |
| **1. Stipends** | | | | | | |
| **2. Travel** | $0 | $0 | $0 | $0 | $22,220 | $22,220 |
| **3. Subsistence** | $0 | $0 | $0 | $0 | $2,560 | $2,560 |
| **4. Other** | | | | | | |
| | | | | | | |
| **G. Other Direct Costs** | | | | | | |
| **1. Materials and Supplies** | | | | | | |
| **3. Consultant Services** | | | | | | |
| 1 in-service Noyce scholar (summer): 5 weeks, $40/hour, 10 hours/week | $2,250 | $2,250 | $2,250 | $2,250 | $2,250 | $11,250 |
| **4. Computer Services** | | | | | | |
| **5. Subawards** | | | | | | |
| **6. Other** | | | | | | |
| GA tuition remission | $15,136 | $15,590 | $16,058 | $16,539 | $17,036 | $80,358 |
| GA student health insurance; Annual for years 1-5 | $2,027 | $2,088 | $2,150 | $2,215 | $2,281 | $10,762 |
| **H. Total Direct Costs** | $68,563 | $86,566 | $87,730 | $88,929 | $114,943 | $446,729 |
| | | | | | | |
| **I. Indirect Costs** | $18,504 | $24,800 | $25,028 | $25,263 | $25,504 | $119,099 |
| ***36% of modified total direct costs* | | | | | | |
| | | | | | | |
| **J. Total Direct & Indirect Costs** | $87,067 | $111,366 | $112,758 | $114,192 | $140,447 | $565,828 |
| | | | | | | |
| ***TOTAL FUNDS REQUESTED*** | **$87,067** | **$111,366** | **$112,758** | **$114,192** | **$140,447** | **$565,828** |

**Activity:**

The PI will provide a modified Research Teaching Experience for a pre-service and in-service Noyce scholars (NSF 1132284 & 1758437), in which the PI will provide some training in mathematical modeling and applications of combinatorial optimization that align to high school mathematics standards related to teaching combinations, permutations (http://www.corestandards.org/Math/Content/HSS/CP/B/9/) and modeling http://www.corestandards.org/Math/Content/HSM/). Optimizing the packing of boxes in a truck, for example, leads to the well-known Knapsack problem. Students can easily understand this packing idea as a foundation for more advanced topics.

During the summers of Years 1-4, Noyce pre-service and in-service high school math teachers will spend half of the day working with the PI on these concepts and the second half of the day developing new course modules that address those specific standards, including project-based learning opportunities, lesson plans, and assessments (i.e., pre- and post-tests). The in-service Noyce scholars will integrate these modules into their curricula the upcoming academic year and provide feedback to the PI on the effectiveness of the lesson plans, pre- and post-test results, and any revisions to the lesson plans to help enhance their effectiveness for engaging students and enhancing their conceptual understanding. The PI will work with pre-service Noyce scholars for 8 weeks for each summer and in-service Noyce scholars 5 weeks for each summer. The standards addressed in these modules dealing with combinations and permutations provide strong background knowledge for advanced mathematics skills need for concepts such as combinatorial optimization.

In the first summer session, the PI will distribute a survey within the Hamilton County Schools to understand how teachers currently teach and assess these topics and to measure teachers' self-efficacy in teaching these concepts effectively.

b. 2) UTC – A Family of Novel Multinary Chalcogenide Nanocrystals from Non-Heavy Metals and Engineered Photoluminescence for Quantum Dot Light Emitting Device. (Funded by NSF for $471,386. See attached. Contact- Dr. Justin Robertson.)

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**GRANT SUBMISSION APPROVAL FORM**

All grants must be pre-approved by the Principal to ensure alignment with school/HCDE goals. All grants $2,500 and over must have pre-approval from Central Office before applying for the grant. All Federal and State grants regardless of value must have Central Office approval and must flow through the Central Office finance system, not the school. Please submit all copies of this form, along with a copy of your grant proposal and budget to Chief Academic Officer, **10 days before grant deadline date.**

**All GRANTS between $2,500 and $9,999** must be pre-approved by the Chief Academic Officer and the Assistant Superintendent of Finance/Director.

**GRANTS between $10,000 and $99,999** require additional approval by the Superintendent and School Board Chairman.

**GRANTS $100,000 and above and those requesting matching funds** require School Board Approval. (Please send grants to Chief Academic Officer, **14 working days prior to the next scheduled school board meeting.**)

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**SCHOOL/INSTITUTION:** University of TN at Chattanooga **DATE:** 06/06/2019

**GRANT TITLE:** A Family of Novel Multinary Chalcogenide Nanocrystals from Non-Heavy Metals and Engineered Photoluminescence for Quantum Dot Light Emitting Device

**AMOUNT OF GRANT:** $471,386 **GRANT DEADLINE DATE:** 07/19/2019

**FUNDING AGENCY** NSF **MATCHING FUNDS REQUESTED** Yes ☐ No ☒

*Signature of Authorized Official*

Dr. Soubantika Palchoudhury
*Name of Grant Writer*

***Send Grants to the Chief Academic Officer for approval***
****** Please attach a summary and budget to this Grant request******

---

**RECOMMEND APPROVAL FOR SUBMISSION:**

*Federal Programs Director (if applicable)*

*Chief Academic Officer/Asst. Supt.*

Kimberly Rogers on behalf of Brent Goldberg 6/10/19
*Assistant Superintendent of Finance/ Director* 6/10/19

*Superintendent (if applicable)*

*Final Approval Date*

*Board Chairman (if applicable)*

---

*JL/vf 7/26/2016* ***Email copy to:*** *Chief Academic Officer, Finance, Principal, and Grant Writer*

## A. Project Synopsis

| A Family of Novel Multinary Chalcogenide Nanocrystals from Non-Heavy Metals and Engineered Photoluminescence for Quantum Dot Light Emitting Device | |
|---|---|
| **Problem** | • Realizing the spectral tunability and band gap engineering potential with non-Cd or Pb based chalcogenides through a new family of penternary Cu-chalcogenide nanocrystals |
| **Project Goals and Objectives** | • Solution-based chemistry and bio-templating for composition, shape, size, and phase-controlled synthesis of penternary chalcogenide nanocrystals with tunable photoluminescence<br>• Quantitative measurement of the surface composition and defects in the penternary chalcogenides with hyperspectral infrared nanoimaging and transmission electron microscopy<br>• Fundamental understanding of the structure-property relations in the cross-row penternary chalcogenides<br>• Construction of optimized white light emitting device with a mixture of blue, green, and red penternary Cu-chalcogenide nanocrystals |
| **Intellectual Merit** | • Novel synthetic routes for new multicomponent chalcogenide nanocrystals from earth-abundant elements<br>• New material characterization approach with hyperspectral infrared nanoimaging to understand the surface composition of chalcogenide nanocrystals<br>• Realizing enhanced white light emitting devices with chalcogenide nanocrystals from earth-abundant and environmentally sustainable materials |
| **Broader Impacts** | • New inorganic and environmentally sustainable materials for quantum dot light emitting diodes suitable for flexible and wearable devices<br>• Commitment to graduate and undergraduate training and opening a new graduate course<br>• Framework of outreach with Tyner Academy and Chattanooga State community college to attract students from under-represented groups in STEM fields<br>• Framework of outreach as the faculty advisor of SWE to recruit female students in STEM<br>• Dissemination of results to industry and the community |

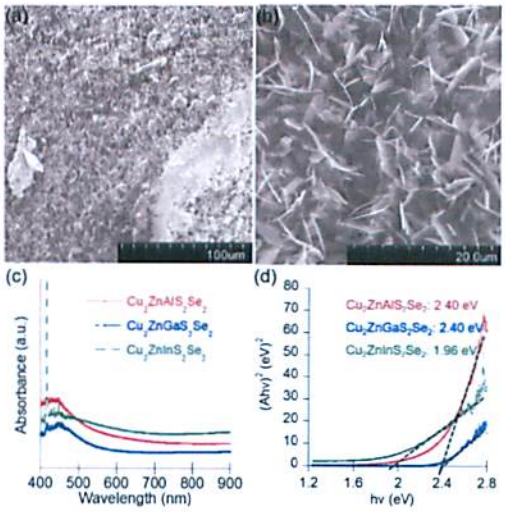



Figure 1. New penternary Cu chalcogenide NCs. (a –b) SEM image of $Cu_2ZnInSSe_3$ plate-like NCs, (c) UV-vis plot, and (d) experimental direct band gap.

## B. Brief Description

Multinary copper based transition metal chalcogenide (S, Se or Te containing materials) nanocrystals (NCs) are a unique class of material as their optoelectronic properties can be varied with composition, size, defects, and shape of the NCs. Currently, Pb and Cd based chalcogenides dominate the quantum dot light emitting devices and there is a need for more sustainable alternatives, particularly for wearable devices. We propose to realize novel penternary Cu chalcogenide NCs of tunable spectral and band gap properties for white light emitting devices using new wet chemical synthesis and DNA templated synthesis (Figure 1).[1,2] We will develop a novel multimodal characterization approach with hyperspectral infrared nanoimaging to obtain quantitative compositional chemical mapping of the new compound NCs and understand the composition dependent spectral properties of the NCs. The spectrally tunable penternary chalcogenides will be used to construct enhanced white light emitting device.

## C. References

1. Ramasamy, K.; Gupta, R. K.; Palchoudhury, S.; Ivanov, S.; Gupta, A., Layer-Structured Copper Antimony Chalcogenides ($CuSbSe_xS_{2-x}$): Stable Electrode Materials for Supercapacitors. *Chemistry of Materials* **2014**.

2. Ghosh, A.; Palchoudhury, S.; Rajalingam, T.; Zhou, Z.; Naghibolashrafi, N.; Ramasamy, K.; Gupta, A., A new family of wurtzite-phase $Cu_2ZnAS_{4-x}$ and $CuZn_2AS_4$ (A = Al, Ga, In) nanocrystals for solar energy conversion applications. *Chemical Communications* **2016**, *52* (2), 264-267.

| Category | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|---|---|---|---|---|---|---|
| **A. Senior Personnel** | | | | | | |
| **1. PI - Sou Palchoudhury** | | | | | | |
| 1.5 summer month | $14,979 | $15,428 | $15,891 | $16,368 | $16,859 | $79,524 |
| | | | | | | |
| **B. Other Personnel** | | | | | | |
| **1. Post Doctoral Associates** | | | | | | |
| **2. Other Professionals (technicians, programmer, etc.)** | | | | | | |
| **3. Graduate Students** | | | | | | |
| 1 MS graduate assistant @ $9,000/semester | $18,000 | $18,000 | $18,000 | $18,000 | $18,000 | $90,000 |
| GA - hourly during the summer @ $15/hr x 20 hours/week x 12 weeks | $3,600 | $3,600 | $3,600 | $3,600 | $3,600 | $18,000 |
| **4. Undergraduate students** | | | | | | |
| $12/hr x 10 hours/week x 40 weeks | $4,800 | $4,800 | $4,800 | $4,800 | $4,800 | $24,000 |
| **5. Secretarial - Clerical (if charged directly)** | | | | | | |
| **6. Other** | | | | | | |
| | | | | | | |
| **C. Fringe Benefits** | | | | | | |
| *Dr. Palchoudhury @34%* | $5,093 | $5,246 | $5,403 | $5,565 | $5,732 | $27,038 |
| *Students @ 9%* | $2,376 | $2,376 | $2,376 | $2,376 | $2,376 | $11,880 |
| | | | | | | |
| **D. Equipment** | | | | | | |
| **only items over $5000 are considered equipment* | | | | | | |
| | | | | | | |
| **E. Travel** | | | | | | |
| a. Domestic (conferences, etc.) | $2,250 | $2,250 | $2,250 | $2,250 | $2,250 | $11,250 |
| b. Foreign | | | | | | |
| | | | | | | |
| **F. Participant Support Costs** | | | | | | |
| *(Note: if you are giving a workshop, seminar, etc. that has "participants" you include these costs here)* | | | | | | |
| **1. Stipends** | | | | | | |
| **2. Travel** | | | | | | |
| **3. Subsistence** | | | | | | |
| **4. Other** | | | | | | |
| | | | | | | |
| **G. Other Direct Costs** | | | | | | |
| **1. Materials and Supplies** | | | | | | |
| *(Note: items under $5000, such as computers, and other materials related to the activities of the project go here)* | $10,000 | $7,000 | $7,000 | $7,000 | $7,000 | $38,000 |
| *educational outreach materials* | $500 | $500 | $500 | $500 | $500 | $2,500 |
| **2. Publication Costs / Documentation/Dissemination** | | | | | | |
| **3. Consultant Services** | | | | | | |
| *Note: if you include an external project evaluator, other individuals outside of the UT system, etc., you include them here* | | | | | | |
| **4. Computer Services** | | | | | | |
| **5. Subawards** | | | | | | |
| **6. Other** | | | | | | |
| GA tuition remission +differential fees | $11,377 | $11,719 | $12,070 | $12,432 | $12,805 | $60,404 |
| PI travel to labs - user fees | $3,000 | $1,000 | $1,000 | $1,000 | $1,000 | $7,000 |
| Background checks for project team members ($35 x 3 persons) | $105 | | $105 | | | $210 |
| | | | | | | |
| **H. Total Direct Costs** | $72,975 | $70,918 | $71,890 | $72,891 | $73,922 | $362,597 |
| | | | | | | |
| **I. Indirect Costs** | $22,175 | $21,312 | $21,535 | $21,765 | $22,002 | $108,789 |
| ***36% of modified total direct costs* | | | | | | |
| | | | | | | |
| **J. Total Direct & Indirect Costs** | $95,150 | $92,230 | $93,425 | $94,656 | $95,924 | $471,386 |
| | | | | | | |
| ***TOTAL FUNDS REQUESTED*** | **$95,150** | **$92,230** | **$93,425** | **$94,656** | **$95,924** | **$471,386** |

**Plan for Engagement with Hamilton County Schools**

Educational Outreach Activities

The key overall goal of my educational outreach activities will be to attract female students and students from under-represented groups to science, technology, engineering, and mathematics (STEM) fields. More specifically, the outreach activities will be targeted to attract the students in cutting-edge materials research areas such as advances in semiconductor chalcogenide nanomaterials and their application in flexible electronic devices. In this past year, I have organized a series of outreach events in collaboration with the College of Engineering and Computer Science's Student Success Center with a focus to engage middle and high school students from different Hamilton County schools in hands-on nanotechnology experiments. Continued close collaboration with teachers and students from Hamilton County Schools will be a primary backbone for my education outreach plan to achieve higher representation of female and under-represented groups in the STEM fields. I will work closely with Tyner Academy, which has a 96% minority student population and Chattanooga Girls Leadership Academy for female students.

I will have four different components to my engagement plan with the Hamilton County Schools. First, I will continue to organize hands-on research activities at the local schools to promote interest in science and nanotechnology among the students. In this two-hour activity the students will investigate the variation in optical and photoluminescent properties with size and composition of the chalcogenide nanocrystals. The results will in turn help in our research goal to understand the fundamental structure-property relation of these new penternary chalcogenide nanocrystals. The effectiveness of this approach in attracting students in nanotechnology and STEM fields will be assessed through an online survey filled by the participants at the end of each two-hour activity. Second, I will mentor a fresh group of high school students in a semester-long research project each year for the entire duration of this proposal. This project will investigate the experimental direct band gap of different chalcogenide nanocrystals using ultra-violet visible spectroscopy and data analysis with Excel and Matlab. The results will help us in achieving our research goal of this proposal to engineer the band gap of the nanocrystals via compositional control. I have established a close collaboration with UTC's STEM education program and will use this collaboration in selecting students from under-represented groups for the research project. The student projects will be presented at the annual Research Dialogues and Technology Symposium organized by UTC to further encourage the high school students and also assess the outcomes of this strategy.

Third, I will organize a summer research training program for the school teachers in my laboratory at UTC. In this program, the teachers will gain understanding and hands-on experience on using electron microscopy, dynamic light scattering, and fourier transform infrared spectroscopy techniques. This program will not only provide the teachers an opportunity to gain expertise in cutting-edge materials characterization techniques but will also accelerate our research results for size, shape, and compositional analysis of the new chalcogenide nanocrystals. Lastly, I will use my role as the faculty advisor for the university's Society of Women Engineers (SWE) student chapter to organize a new event to promote STEM education to female students. The SWE student chapter will sponsor a short science demonstration for the girls at the prom night of the local schools. We will arrange a brief experiment showing photoluminescence of the chalcogenide nanocrystals followed by a promotional video of women in STEM fields. The effectiveness of the third and fourth approaches in achieving student interest in STEM will be assessed via an online survey completed by the participants at the end of each event. I believe this four-fold strategy of engagement with the local schools will greatly enhance recruitment of female and minority students in STEM fields.

## Adams Merideth

**From:** Stanley, Sam <sam-stanley@utc.edu>
**Sent:** Thursday, June 6, 2019 12:42 PM
**To:** ROBERTSON JUSTIN
**Cc:** Adams Merideth
**Subject:** Another UTC grant proposal approval and letter of collaboration request
**Attachments:** HCDE Grant Submission Approval Form_UTC_Palchoudhury.pdf; Plan for Engagement with Hamilton County Schools.pdf

Hi again, Justin & Merideth.

I have another grant approval request from UTC.

Dr. Soubantika Palchoudhury will also be submitting a proposal to the National Science Foundation's CAREER program this summer; please find our approval request for her proposal attached. The grant deadline is July 19, 2019 and we are requesting that her project be included on the June HCDE board meeting agenda.

Proposals to the CAREER program must integrate education and research, and Dr. Palchoudhury would like HCDE to serve as an unfunded collaborating organization on this project. HCDE will not commit any funds to the project. If funded, Dr. Palchoudhury plans to provide hands-on research activities at local schools (include HCDE), mentor high school students, and organize a summer research training program for teachers. For your convenience, I have also attached a brief summary with more details about her proposed education plan.

If you remember from last year, CAREER proposals must include letters of collaboration—not letters of support—from any organization involved with this project. If HCDE agrees to provide a letter of collaboration, could you, or the appropriate HCDE representative, place the following sentence on HCDE letterhead, sign, and return to me by July 1?

> If the proposal submitted by Dr. Soubantika Palchoudhury entitled "A Family of Novel Multinary Chalcogenide Nanocrystals from Non-Heavy Metals and Engineered Photoluminescence for Quantum Dot Light Emitting Device" is selected for funding by the NSF, it is my intent to collaborate and/or commit resources as detailed in the Project Description or the Facilities, Equipment or Other Resources section of the proposal .

Please let me know if you have any questions.

Thanks!

**Sam Stanley**
Grant Specialist
The University of Tennessee at Chattanooga
Office of Research & Sponsored Programs
109 Race Hall
615 McCallie Avenue, Dept. 4905
Chattanooga, TN 37403-2598
423.425.4168

c. Federal Programs Consolidated Application

## HAMILTON COUNTY DEPARTMENT OF EDUCATION
## GRANT SUBMISSION APPROVAL FORM

All grants must be pre-approved by the Principal to ensure alignment with school/HCDE goals. All grants $2,500 and over must have pre-approval from Central Office before applying for the grant. All Federal and State grants regardless of value must have Central Office approval and must flow through the Central Office finance system, not the school.

**GRANTS between $2,500 and $9,999** must be pre-approved by the Chief Schools Officer and the Chief Financial Officer. Please submit this form, along with a copy of your grant proposal and budget to the Chief Schools Officer, **14 days before grant deadline date (with the exception below for board approval).**

**GRANTS between $10,000 and $99,999** must be pre-approved by the Chief Schools Officer and the Chief Financial Officer and require additional approval by the Superintendent and School Board Chairman. Please submit this form, along with a copy of your grant proposal and budget to Chief Schools Officer, **14 days before grant deadline date (with the exception below for board approval).**

**GRANTS $100,000 and above and those requesting matching funds** must be pre-approved by the Chief Schools Officer, the Chief Financial Officer, the Superintendent, School Board Chairman and require School Board Approval. Please submit this form, along with a copy of your grant proposal and budget to the Chief Schools Officer, **21 working days prior to the next scheduled school board meeting.**

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SCHOOL/INSTITUTION: Hamilton Co. Dept. of Ed. Federal Programs DATE: June 20, 2019

GRANT TITLE: Federal Programs Consolidated Application

AMOUNT OF GRANT: 24,586,694 GRANT DEADLINE DATE: June 30, 2020

FUNDING AGENCY US Dept. of Education through TN Dept. of Ed. MATCHING FUNDS REQUESTED Yes ☐ No ☑

*Signature of Principal* — *Name of Grant Writer*

***Send Grants to the Chief Schools Officer for approval***
****** Please attach a summary and budget to this Grant request******

---

RECOMMEND APPROVAL FOR SUBMISSION:

*Federal Programs Director (if applicable)*

*Chief Schools Officer*

Kimi Myers for Brent Goldberg 6/5/19 AMD 6/5/19
*Chief Financial Officer*

*Superintendent (if applicable)*

*Board Chairman (if applicable)*

*Final Approval Date*

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*AMD 7/16/2018* ***Email copy to: Chief Schools Officer, Finance, Principal, and Grant Writer***

# Hamilton County Department of Education

3074 Hickory Valley Road
Chattanooga TN. 37421

MEMORANDUM

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Dr. Nakia Towns Edwards, Chief of Staff
Preston Gonter, Director of Federal Programs
Garfield Adams, Director of Exceptional Education

Date: June 20, 2019

Subject: Federal Programs Consolidated Application

Permission is being requested to apply for the following federal grants (preliminary allocations below):

| Name | Description | Director/Coordinator | Estimated Allocation |
|---|---|---|---|
| Title I-A | Students in Poverty | Preston Gonter | $11,942,709 |
| Title II-A | Teacher Quality; Teacher and Principal Professional Development | Preston Gonter | $1,339,603 |
| Title III-A | English as a Second Language | Preston Gonter, Julie Legg | $357,322 |
| Title I-A Neglected | Serving students who are neglected | Preston Gonter | $136,539 |
| Title I-D | Serving students who are Delinquent | Preston Gonter | $18,117 |
| Title IV Part A | Student Support and Academic Enrichments | Preston Gonter | $943,529 |
| IDEA Part B | Special Education Services for eligible students ages 3-21 | Garfield Adams | $9,623,023 |
| IDEA Preschool | Special Education Services for eligible students ages 3-5 | Garfield Adams | $225,852 |
| **Grand Total** | | | **$24,586,694** |

Below are the summaries of how funds will be used. We recommend you approve this request.

## Federal Programs Summary

### Title I-A

**(Improving the Academic Achievement of the Disadvantaged)**

**Public Schools** – Title I will support 59 schools in Hamilton County (44 HCDE Schools, 8 Private Schools, 4 Charter Schools, 3 Neglected and Delinquent). The funds will be used to pay for supplemental teachers, interventionists, curriculum coaches for literacy and numeracy, educational assistants, parent

coordinators, Family Partnership Specialists, instructional materials, instructional equipment, educational field experiences, parental involvement, and staff development (*Elementary and Secondary Education Act of 1965*, as amended, Title 1, Part A; 20 U.S.C. 6301-6339, 6571-6578).

**Pre-Kindergarten** – There are 23 pre-kindergarten classes in the district that will be fully or partially funded by Title I. The funds will be used to pay for teachers, educational assistants, instructional materials, instructional facilitators, equipment, parental involvement, and staff development.

**Parental Involvement** – These funds are allocated to all Title I schools. The schools may use the funds for the following: Family Partnership Specialists; materials and supplies to support parent classes and meetings; refreshments to disseminate technical information for parent meetings, family literacy and numeracy nights. Additionally, funds will be used to provide Title I informational literature, and training opportunities.

**School Support** – The School Support account pays for district initiatives. Initiatives include: Pre-K, Diploma Completion program, Expectation Graduation, Homeless, Literacy and Numeracy coaches for priority schools, Parental Involvement, support to focus and reward schools, and one Director of elementary schools Title I support.

**Indirect Costs** – Covers costs not easily allocated to the grants, such as overhead, purchasing, accounting and payroll services, etc.

## Title II-A

**(Teacher Quality, Professional Development Recruitment/Retention)**

These funds are used for personnel, and staff development of teachers and administrators [*Title IX*, Section 9501(b) (3)(B)].

## Title III-A

**(English Language Acquisition/Language Enhancement/Academic Achievement)**

These funds are used for personnel, staff development of ELL teachers, SIOP training for general classroom teachers, administrators, instructional materials, and equipment (*English Language Acquisition, Language Enhancement, and Academic Achievement Act. SEC. 3101).*

## Title I, A

## Serving students who are neglected

The purpose of Title I, A neglected is to provide services programs for children living in local institutions for neglected children. The students have been voluntarily or involuntarily placed in these facilities due to abandonment, neglect, or death of parent/guardian. Title I A Section 1115 of the Elementary and Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA), provides additional guidelines for programs and service. Funds will be used for the following: Give primary consideration to providing extended learning time, before and after school programs, summer programs and opportunities, help provide accelerated, high quality curriculum, including applied learning, tutoring, supplemental supports, minimize removing children from the regular classroom during regular school hours for instructions,

provide professional development to teachers, principals, and staff, enhance instruction, parent engagement.

## Title I, D
## Serving students who are delinquent

The purpose of the Title I, D program is to ensure youth who are in neglected or delinquent facilities or institutions: – meet challenging state academic content and achievement standards, are provided services to successfully transition from institutionalization to further schooling or employment, and are provided services to prevent dropping out of school. The students have been placed in this facility due to being adjudicated delinquent or in need of supervision. Title I, D Section 1401 of the Elementary and Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA), provides additional guidelines for programs and services.
Funds are used for the following: Programs that assist children and youth with returning to local schools from correctional facilities, programs that assist in the transition of children and youth from facilities to the school environment, dropout prevention programs, coordination of health and social services such as: o A & D counseling, mental health services, mentoring and peer mediation, career and technical programs, career counseling, curriculum-based youth entrepreneurship. Section 1401 of the Elementary and Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA), provides additional guidelines for programs and services

## Title IV, Part A, *Student Support and Academic Enrichment (SSAE) Grant*

The purpose of Title IV, Part A is to improve students' academic achievement by increasing the opportunity for students to have access to a well-rounded education, improving school conditions for student learning (safe and healthy students), and improving the effective use of technology in order to improve the academic achievement and digital literacy of all students.

## IDEA, Part B

These funds are used to provide Special Education Services for eligible students ages 3 -21 under Tennessee Code Annotated; Section 49-10-302, and Federal Regulations for CFDA # 84.027A. This grant covers special education teachers, educational assistants, support staff, staff development, supplies, equipment and contracted services.

## IDEA, Part B – 619 Preschool

These funds are used to provide Special Education Services for eligible students ages 3-5 under Tennessee Code Annotated; Section 49-10-302, for IDEA, Part B 619 Preschool Grant, and Federal Regulations CFDA # 84.173A. This grant covers one preschool teacher, one preschool educational diagnostician, two preschool educational assistants, supplies and equipment for eligible preschool students.

E. Chief Operations Officer - Dr. Ken Bradshaw

1. Community Eligibility Provision (CEP) Renewal for the SY 2019-2020 - Kristen Nauss, School Nutrition Director

HAMILTON COUNTY SCHOOLS | School Nutrition

**MEMORANDUM**

**TO**: Hamilton County Board of Education
Dr. Bryan Johnson, HCDE Superintendent

**FROM:** Dr. Kenneth Bradshaw, Chief Operations Officer
Kristen Nauss, School Nutrition Director

**DATE:** June 20, 2019

**RE:** Community Eligibility Provision Renewal for the SY 2019-2020

**Recommendation:**

It is recommended that the following be approved:

The District has one (1) more year of a four (4) year cycle for the continuance of the Community Eligibility Provision (CEP); the prior Board requested a review and opportunity for approval for each upcoming year.

For the upcoming school year, we are recommending the same thirty-nine (39) schools that are being served this year, in addition to Howard Connect (detailed list attached). State guidance was sought on the addition of Howard Connect to the CEP group, and it was determined permissible based on the fact that a large majority of Howard Connect students were initially zoned for CEP middle schools. We would like to present Howard Connect for your consideration to participate in the Community Eligibility Provision.

The attachment represents all schools in the District with the exception of the Virtual High School. The schools with an asterisk have never been eligible to be considered since they do not serve breakfast.

If approved, the program would anticipate continuing to provide breakfast and lunch meals at no cost to approximately 21,592 students from forty (40) schools across the District, which represents 49.37% of the total enrollment.

Thus, we respectfully ask for the program to be continued.

Thank you for your consideration.

**This Institution is an equal opportunity provider.**

**Hamilton County Schools**

**School Nutrition Department**

**Proposed CEP SCHOOLS FOR SY 2019-2020**

**Group # 1 Forth Year(Last Year)**

| | |
|---|---|
| Alpine Crest Elementary School | Hillcrest Elementary School |
| Barger Academy | Hixson Elementary School |
| Battle Academy for Teach/Learning | Hixson Middle School |
| Bess T. Shepherd Elementary School | Howard Connect |
| Brainerd High School | Lakeside Academy |
| Brown Middle School | Lookout Valley Elementary School |
| Calvin Donaldson Environmental Science Academy | Orchard Knob Elementary School |
| Clifton Hills Elementary School | Orchard Knob Middle School |
| Daisy Elementary School | Red Bank Elementary School |
| Dalewood Middle School | Red Bank High School |
| DuPont Elementary School | Red Bank Middle School |
| East Brainerd Elementary School | Rivermont Elementary School |
| East Lake Elementary School | Soddy Elementary School |
| East Lake Middle Academy | Spring Creek Elementary School |
| East Ridge Elementary School | The Howard School |
| East Ridge High School | Tommie F. Brown International Academy |
| East Ridge Middle School | Tyner Academy |
| East Side Elementary School | Tyner Middle Academy |
| Hardy Elementary School | Wolftever Creek Elementary School |
| Harrison Elementary School | Woodmore Elementary School |

**SY 2019-2020**

**Schools NOT Participating in CEP due to low ISP**

| | |
|---|---|
| Allen Elementary School | Ooltewah Elementary School |
| Apison Elementary School | Ooltewah High School |
| Big Ridge Elementary School | Ooltewah Middle School |
| Central High School | Sale Creek Middle/ High School |
| Chattanooga High Center for Creative Arts | Sequoyah High School |
| Chattanooga Sch Arts and Sci Elem | Snow Hill Elementary School |
| Chattanooga Sch Arts and Sci High | Soddy Daisy High School |
| Chattanooga School for Liberal Arts | Soddy Daisy Middle School |
| East Hamilton Middle/High School | STEM School Chattanooga |
| Hamilton County Collegiate High at Chatt State | Wallace A. Smith Elementary School |
| Hamilton County High School | Westview Elementary School |
| Hixson High School | |
| Hunter Middle School | |
| Loftis Middle School | |
| Lookout Valley Middle/High School | |
| McConnell Elementary School | |
| Middle Valley Elementary School | |
| Normal Park School | |
| North Hamilton County Elementary School | |

Non Eligible Schools (No Breakfast Program)

*Lookout Mtn Elementary School
*Nolan Elementary School
*Signal Mountain Middle High School
*Thrasher Elementary School

F. Chief Talent Officer - Keith Fogleman

1. Teachers Eligible for Tenure

# Hamilton County Department of Education

**3074 Hickory Valley Road**
**Chattanooga, Tennessee 37421**
**Phone 423-498-7048 Fax 423- 498-6687**

MEMORANDUM

TO: Hamilton County Board of Education

FROM: Dr. Bryan Johnson, Superintendent
Keith Fogleman, Chief Talent Officer, Human Resources

DATE: June 4, 2019

RE: Teachers Eligible for Tenure

Attached is a list of teachers who have satisfactorily completed their probationary period and met the evaluation score requirements in accordance with TCA: 49-5-503. It is requested that tenure be awarded to the individuals named in the attached list.

Copies of the tenure recommendation letter(s) from the immediate supervisors will be made available to the Board upon request.

Your consideration of this request is appreciated. Please do not hesitate to contact me should you have any questions.

Attachment

# TEACHERS ELIGIBLE FOR TENURE –2018-19

**Allen Elementary**
Hammonds, Brenda B.
McClary, James D.
Rice, Deanna H.

**Alpine Crest Elementary**
Penney, Chelsea L.
Roberson, Amanda M.
Roberts, Brittany A.
Townsend, Nichole M.

**Apison Elementary**
Lewis, Cynthia H.
Miller, Gina R.
Pratt, Sara N.

**Barger Academy**
Huffman, Ashleigh M.

**Battle Academy**
Manor, Kelagn L.

**Big Ridge Elementary**
Butler, Wendy K.
Googe, Kelsey S.
Menne, Lindsay H.
Rorex, Cori R.
Vandeventer, Elizabeth B.

**Brainerd High**
Glasco, Rachel A.
Lashley, Michael K.
Lutz, Tina B.
Pryce, Symone
Rausch, Mary A.
Ruise, Brittany S.
Stamps, Sandra M.

**Brown Academy**
Brown, Megan L.
Lehn, Sandra J.
Tate, Jessica L.
Welch, Holly L.

**Central High**
Bloodworth, Joshua D.
Fannon, Kara Leigh M.

**Chattanooga High Center for Creative Arts**
Hogan, Dean S.

**Chattanooga School for Arts & Sciences**
Fitzsimmons, Ann-Marie J.
Glass, Chelsea R.
Keck, Nikole R.

**Chattanooga School for Liberal Arts**
Serio, Lauren J.

**Daisy Elementary**
Swope, Adrienne M.
Young, Kelsey E.

**Dalewood Middle**
Johnson, Micki L.

**Dawn School**
Morgan, Jenny M.
Perkins, Emma S.
Sauls, Jonathan Z.

**Donaldson Elementary**
Brumfield, Kristeen W.
Durham, Samuel P.

**DuPont Elementary**
Descalzo, Daniel L.
Knowles, Jennifer A.
Wilson, Molly P.

**East Brainerd Elementary**
Benson, Jan B.
Earnshaw, Alina M.
Hill, Rachel L.
Keller, Eric D.
Olivo, Rachel V.
Palmer, Robert T.
Pirtle, Sherri D.
Pollard, Jessica M.
Shipley, Michelle G.

**East Hamilton Middle/High**
Bohn, Rebecca D.
Malone, Kimberly S.
Turk, Melissa A.
Williams, Colby D.

**East Lake Elementary**
Bruzon, Rene B.
Burnette, Jennifer J.
Nutt, Tamara L.

**East Lake Middle**
Armour, Sonya D.
Jacobs, Jon A.
Whitaker, Whitney D.

**East Ridge Elementary**
Burcham, Elizabeth J.
Garibaldi, Taylor K.
Hixson, Blaise K.
O'Neal, Kali A.

**East Ridge High**
Barbree, Kristin N.
Cleveland, Carol

**East Ridge Middle**
Usman, Aneeka

**East Side Elementary**
Brown, Aimee M.
Brown, Tommy W.
Chechakos, Kelly E.
Edens, Amanda L.
Fryar, Loren R.
Howard, Rita A.
Kaufmann, David R.
Kyler, Rebecca P.
Martin, Amy E.
Moore, Allyson T.

**East Side Elementary** (continued)
Murray, Teysha K.
Paul, Danielle A.
Rogers, Michelle S.
Spence, Blakely J.
Tufts, Zachariah O.

**Education & Leadership**
Johnson, Nina A.
Turner, Rachel L.

**Hardy Elementary**
Caldwell, Anne E.

**Harrison Elementary**
Cooley, Kathlene R.
Moore, Erin
Phillips, Jilana F.
Southard, Sara M.

**Hixson Elementary**
Calbaugh, Amy M.
Coffee, Misty K.
Myers, Whitney A.

**Hixson High**
Babcock, Stephanie R.
Burhans, John D.
Claiborne, Katie L.
Green, Michael C.
Johnston, Ashley M.
Layne, Robin Z.
Murray, Gary W.
Smith-Bouch, Angela L.

**Hixson Middle**
Bales, Brandie V.
Birch, Crystal G.
Striebel, Michael A.

**Howard School**
Hubbuch, Jessica M.
Lennon, John F.
Negrete-Regagnon, Iris
Thompson, Laksha L.
Wolf, Brian J.

**Hunter Middle**
Shattuck, Erin E.

**Lakeside Academy**
Eve-Williams, Arthur O.
Robinson, Tira
Swanson, Lauren J.

**Loftis Middle**
McCroskey, Marissa C.
Williams, David C.

**Lookout Mountain Elementary**
Bookout, Elizabeth C.
Fessler, Whitney W.
Inman, Lisa D.

**Lookout Valley Elementary**
Humphrey, Mary B.
Smiley-Lacy, Dara R.

**Lookout Valley Middle/High**
York, Kristopher S.

**McConnell Elementary**
Chase, Allison M.
Dotson, Kristin A.
Solis, Marielle C.
Souza, Ana C.
Vitali, Nicole M.

**Middle Valley Elementary**
Burnett, Allison M.
Davis, Donavan K.
Hansen, Katherine L.
Johnston, Jamie L.
Neil, Kaitlin P.
Poteet, Mary D.
Shrum, Hannah M.

**Nolan Elementary**
Adams, Emily J.
Barrett, Bailee K.
Green, Dudley R.
Self, Megan M.

**Normal Park Museum Magnet**
Andrews, Sarah M.
Clarich-Page, Sara N.
Hardy, Andrew P.
Hawkins-Delsignore, Kary L.
Holmes, Laney A.
Hueter, Courtney S.
Knowles, Grant S.
Paulson, Marcy L.
Shaw, Heather M.
Williams, Jennifer

**North Hamilton County Elementary**
Barnes, Rebecca D.
Ebersole, Caleb G.

**Ooltewah Elementary**
Brown, Kayla M.
Bryant, Stacey L.
Dolberry, Zackery K.
Goins, Laura A.
Houser, Rachel N.
Smith, Jana L.
Tufts, Julie
Watkins, Tanya D.

**Ooltewah High**
Flynn, Taylor G.
Holt, Joshua M.
Stubblefield, Bruce M.
Youngberg, Ivette R.

**Ooltewah Middle**
Brown, Joli E.
Gpssett. Lisa M.
Harjes, Laycica M.
Henson, Carrie H.
Vandelinder, Samantha A.

**Orchard Knob Elementary**
McEntee, Katherine J.

**Orchard Knob Middle**
Edwards, Deidre V.
Manton, Christina M.
Sanders, Louis

**Red Bank Elementary**
Barton, Stacey L.
Kapp, Cristol M.
Monroe, Onica S.
Oliver, Angeline E.
Stubblefield, Masey L.

**Red Bank High**
McGinnis, Bailey L.
Smith, Matthew G.

**Red Bank Middle**
Bowman, Katelyn N.
Fuller, Leah Rae C.
Williams, Donna L.

**Rivermont Elementary**
Biernik, Elisabeth V.
Daughtery, Kaylin A.
Loveridge, Christine R.
Wall, Benjamin F.

**Sale Creek Middle/High**
Langley, Alison O.
Schultz, Elizabeth L.
Stiles, Cara E.

**Sequoyah High**
Glass, Scott
Lowrey, Anisa L.

**Shepherd Elementary**
Clark, Madeline M.
Dunbar, Allyson R.
Hermosillo, Mary Ann
Wood, Christina

**Signal Mountain Middle/High**
Buckner, John A.
Jellison, Joseph R.
Roberts, Joshua R.
Roundy, Angela R.
Stewart, Elizabeth W.
Stott, Kaitlin O.
Stubblefield, Cynthia C.
Wagner, Marion M.
Walker, Shelby J.

**Smith Elementary**
Ball, Heather L.
Gray, Catherine L.
Green, Jillian K.
Rehagen, Chasity C.

**Snow Hill Elementary**
Evans, Sarah J.
Stovall, Kelly L.

**Soddy Daisy High**
Hodges, Timothy L.
Light, Joshua W.
Pearson, Carly C.
Pohl, Julie A.
Redlin, Eric R.

**Soddy Daisy Middle**
Barton Anna L.
Harvey, Jennifer A.
Hurst, Emily M.

**Soddy Elementary**
Clem, Ashley M.
Nichols, Danielle L.
Strauss, Brian R.
Wofford, Amanda G.

**Spring Creek Elementary**
Daniels, Beth E.
Echols, Storme E.

**Stem School**
Christopher, Jeffrey V.
Kubisak, Gregory A.
Williamson, Sue E.

**Thrasher Elementary**
Bratcher, Lauren P.
Frye, Maegan D.
Holmes, Elizabeth L.
McAlpin, Brandi J.
Sentef, Matthew V.

**Tyner High Academy**
Browning-Couch, Andrew M.
Flowers, Rob B.
Galante, Gregg

**Tyner Middle Academy**
Fletcher, Genise L.

**West 40th Street**
Spain, Jill I.

**Westview Elementary**
Peters, Elizabeth A.
Wright, Heather K.

**Wolftever Creek Elementary**
Frazier, Jessica Lauren R.
Stanford, Amanda M.
Van de Bovenkakmp, Rachel M.
Wilson, Joleen A.
Wood, Karilena S.

**Woodmore Elementary**
Haley, April B.
Hassler, Michelle L.
Johnson, Jennifer E.
Schrick, Cherri L.

2. Teachers Eligible for Reinstatement of Tenure

# Hamilton County Department of Education

**3074 Hickory Valley Road**
**Chattanooga, Tennessee 37421**
**Phone 423-498-7048 Fax 423- 498-6687**

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Keith Fogleman, Chief Talent Officer, Human Resources

DATE: June 4, 2019

RE: Teachers Eligible for Reinstatement of Tenure

In accordance with Tennessee Code Annotated 49-5-504, the following educators are recommended for reinstatement of tenure status for the 2018-19 school year. Tenure will re-attach upon re-employment.

Bone, Regina
Bouldin, Melissa
Goines, Romona
Goodman, Amanda
McCallie, Aleisha
Tucker, Tracy

Your consideration of this request is appreciated. Please do not hesitate to contact me should you have any questions.

G. Chief Equity Officer - Dr. Marsha Drake

1. Year-End Bullying Prevention Compliance Report - Karen Glenn, STARS/Safe Learning

**HAMILTON COUNTY SCHOOLS**
**3074 HICKORY VALLEY ROAD**
**CHATTANOOGA, TENNESSEE 37421**

**MEMORANDUM**

**TO:** Hamilton County Schools Board of Education

Bryan Johnson, ED.D.
Superintendent

**FROM:** Marsha Drake, Ed.D.
Chief Equity Officer

Karen Glenn
STARS/Safe Learning

**DATE:** June 20, 2019

**RE:** Year-End Bullying Prevention Compliance Report

Attached is Hamilton County Schools' Year-End Bullying Prevention Compliance Report for the 2018-2019 school year. Upon request, Karen Glenn will respond to any questions relative to this report.

# Hamilton County Department of Education

Bullying/Harassment Compliance Report

5/23/2019

| | 2015-2016 Year-End Total | 2016-2017 Year-End Total | 2017-2018 Year-End Total | 2018-2019 Year-End Total |
|---|---|---|---|---|
| # of Reported Confirmed Cases | 322 | 217 | 203 | **164** |
| School Corrective Plan Provided | 322 | 217 | 203 | **164** |
| # Based on Race, Color or National Origin | 10 | 23 | 8 | **10** |
| # Based on Sex or Gender | 39 | 29 | 17 | **14** |
| # Based on Disability | 7 | 6 | 15 | **13** |
| # Using Electronic Technology | 49 | 56 | 42 | **45** |
| # Still Pending | 0 | 0 | 0 | **0** |
| # Involving Suspensions (less than 10 days) | 146 | 88 | 81 | **56** |
| # Involving Suspension (more than 10 days) | 5 | 23 | 14 | **13** |
| # Involving Discipline Other Than Suspension | 195 | 155 | 117 | **98** |

***S+A19:G30taff / Student Training***

***Staff training:***

*3,564 employees updated on bullying/harassment requirements and mandates*

*569 trained in supportive school climate initiatives (ACES, Restorative Practices)*

*2,932 certified staff completed the Title IX compliance course*

***Student training:***

*2,152 engaged in empathy-based Move2Stand.*

*19 high school teams (266 students) developed action plans at Superintendent's Youth Summit*

*17 high school teams submitted quarterly assessments denoting progress with action plan*

*1,439 fifth grade students signed "Kindness Matters" pledge; 285 recognized for "kind" deeds.*

*82 students trained as peer mediators; 15 mediations documented with successful outcomes*

VIII. Administrative Business Matters

A. Chief Talent Officer - Keith Fogleman

1. **Request for New Voluntary Pre-Kindergarten Positions (pending State Department of Education approval of the Voluntary Pre-Kindergarten Grant) - Becky Covington, Director of Early Learning

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421

**MEMORANDUM**

**TO**: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**FROM:** Becky Covington, Director of Early Learning
Keith Fogleman, Chief Talent Officer
Dr. Justin Robertson, Chief Schools Officer

**DATE:** June 20, 2019

**RE:** Request for New VPK Positions

We request approval for the following positions pending State Department of Education approval of the Voluntary Pre-Kindergarten Grant. The state has increased our allocation and has awarded 2 additional classrooms for 2019-2020. We request an additional two Pre-Kindergarten teacher positions and two Pre-Kindergarten assistant positions. One classroom will be added to Alpine Crest Elementary and one to Snow Hill Elementary.

These positions will be funded using State Volunteer Pre-Kindergarten funds.

Thank you for your approval of this request.

IX. Board Matters

A. Chief Talent Officer - Keith Fogleman

1. First Reading MOU between HCDE and HCEA

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**
**3074 HICKORY VALLEY ROAD**
**CHATTANOOGA, TENNESSEE 37421**

**MEMORANDUM**

**TO:** Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**FROM:** Keith Fogleman, Chief Talent Officer

**DATE:** June 20, 2019

**RE:** First Reading – Approval of Memorandum of Understanding between Hamilton County Department of Education and Hamilton County Education Association

Collaborative Conferencing for the 2019-2022 Memorandum of Understanding (MOU) has concluded. Attached is an updated MOU that was conferenced and agreed upon by both parties.

The revisions to the MOU are presented for first read. The revised MOU would become effective upon the second and final reading at a future meeting.

Attachment




# MEMORANDUM OF UNDERSTANDING BETWEEN HAMILTON COUNTY DEPARTMENT OF EDUCATION AND HAMILTON COUNTY EDUCATION ASSOCIATION 2019-2022

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(Note: Table of Contents reordered and the specific topics included under each section have been added)


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## Basic Provisions

### Preamble

This Memorandum of Understanding (MOU) is entered into in good faith this _____ day of _____ by the Hamilton County Board of Education, hereinafter referred to as the Board, and the representatives of the professional employees of Hamilton County Board of Education, hereinafter referred to as the Association, pursuant to the terms of TCA 49-5-605. The Board and Association acknowledge and agree to the following:

### Recognition

The Board hereby recognizes the Hamilton County Education Association, hereinafter referred to as the Association, as the exclusive designee for educator participants in collaborative conferencing pursuant to the terms of the Professional Educators Collaborative Conferencing Act of 2011 (PECCA), TCA 49-5-601, said determination having been made by Hamilton County professional educators through a confidential poll per the terms of PECCA.

### Recognition of Management

The PECCA team recognizes the right of the Board, subject to state and federal laws, rules and regulation of the state board and local board policies to supervise, direct and manage the school district and its staff provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of the Memorandum of Understanding.

### Professional Employees Organization Rights

A. Professional Employees Organization Use of Facilities

The Professional Employees Organization shall, with notification to the school principal, have the right to make use of school building facilities and equipment at reasonable times outside the instructional day. The Professional Employees Organization shall pay for the reasonable cost of all materials and supplies incidental to such use. When use of facilities requires special custodial services, the Professional Employees Organization shall pay for such services.

B. Communications

The Professional Employees Organization shall have the right to post notices of Professional Employees Organization activities and matters of Professional Employees Organization concern on employee bulletin boards, in an area used exclusively by professional employees. The Professional Employees Organization may use the school system's regular interschool mail delivery system, professional employee mailboxes, and internal email system for communications to professional employees or member of the

Professional Employees Organization. Material which is distributed by the Professional Employees Organization shall clearly indicate that such material is from the Professional Employees Organization.

C. Access to Members

Duly authorized representatives of the Professional Employees Organization, shall, with notification to the school principal, be permitted to transact official Professional Employees Organization business on school property at reasonable times before or after the instructional day.

D. Association Representative

A faculty election shall be held during the month of May to elect a Professional Employees Organization Representative for the following school year. The person elected will participate in training prior to the opening of the school year. Principals are encouraged to consider the responsibility of Professional Employees Organization Representative(s) as a duty when assigning extra duties on an equitable basis to the faculty members.

E. Professional Employees Organization Leave

At the beginning of each school year the Professional Employees Organization shall be granted 26 unpaid leave days to be used by representatives of the Professional Employees Organization. Use of the days shall be left to the discretion of the Organization.

## ~~Section 6 - Transmission of Dues to Association~~

~~All dues deducted by the Board shall be remitted to the Professional Employees Organization within seven calendar days from the date deducted. An alphabetical list by work assignment of professional employees for whom such deductions have been made shall also be supplied to the Association. This list shall be separated by payroll classification.~~

F. Memorandum of Understanding Training

The Board shall provide training to school-based administrators and the Professional Employees Organization shall provide training for Professional Employees Representatives and professional employees on the rights and responsibilities in the MOU by the twentieth day of each school year.

G. School Board Meetings

The regular Board agenda will include the Professional Employees Organization, upon request. A copy of the agenda for each Board meeting shall be made available to the Professional Employees Organization at the same time it is available to Board members.

Individual Contracts

Any individual contract between the Board and its professional employees shall be consistent with the terms and conditions of the MOU. With regard to terms and conditions that are appropriate subject matter of collaborative conferencing pursuant to PECCA, should language in an individual contract conflict with the terms and conditions found in the MOU, the MOU shall control.

Maintenance of Benefits

Unless otherwise provided in this Memorandum of Understanding, no part or provision of the Agreement shall be interpreted or construed to reduce, eliminate, or otherwise diminish any professional employee benefit existing prior to its effective date.

Severability

If any article or part of this Memorandum of Understanding is held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such court, the remainder of the Memorandum of Understanding shall not be affected, and the parties shall immediately re-enter collaborative conferencing for the purpose of reaching a mutually satisfactory replacement for such article or part.

Memorandum of Understanding Waiver

Any deviations from the terms of any part of this MOU shall be agreed to by the Board and Association prior to implementation. Either party may request a waiver of the terms of any part of this MOU. If such a request is made, the parties shall meet and attempt to reach mutual agreement concerning the requested waiver.

Distribution

An electronic copy of the Memorandum of Understanding (MOU) shall be distributed to each newly hired professional employee through the applicant tracking system, as part of the "New Hire" packet. A copy of the MOU shall be disseminated on a yearly basis to all current professional employees through the applicant tracking system within 60 days of ratification. A link to the MOU shall be available online within two working days of ratification.

Duration

This Memorandum of Understanding shall be effective as of ~~August 1, 2016~~July 31, 2019 and shall continue in effect until July ~~29~~30, ~~2019.~~2022

Modification of Agreement

The Board and Professional Employees Organization agree the salary, fringe benefits, insurance and leave sections of this Memorandum of Understanding may be reopened for discussion annually.

A labor management team will meet during the second quarter of each school year to review Board policies related to the MOU slated for review during that calendar year. This team will present recommendations to the full collaborative conferencing team during the regularly scheduled collaborative conferencing meetings to assure the MOU remains in compliance with changes in federal or state law.

# Salary

## Section 1 Teacher Salary Schedule

The salary of each professional employee shall be determined by the Teacher Salary Scale. A professional employee whose regular assignment requires more than 201 days shall be compensated at the contracted daily rate provided that, this provision does not apply to any paid supplemental duty. The Board agrees to continue the present practice of granting salary credit for approved work experience as determined by the State Department of Education.

## Section 2 Placement on Salary Schedule

Each professional employee shall be placed on ~~his~~ the proper step of the salary scale with full credit for allowable teaching experience and academic training, as established by the state Department of Education. ~~The maximum eligible teaching experience outside of HCDE allowed on the County pay scale shall be 15 years.~~

## Section 3 Professional Development Pay

Professional employees will receive their daily rate of pay for 15 hours of approved, self-directed professional development to be completed in addition to the 201-day school calendar. Each professional employee is required to officially document the completion of these hours. A professional employee's failure to fulfill this requirement will result in the loss of this compensation.

## Section ~~3~~ 4 Methods of Payment

A. Pay Periods

Professional employees who work the regular school year shall be paid by direct deposit in 26 equal, bi-weekly installments. The first direct deposit for teachers shall be issued by the twentieth workday.

The pay dates for the professional employees will be distributed to each school at the beginning of each school year.

B. Extended Contract

Any professional employee whose contract extends beyond 201 days, but less than 12 months, shall be paid at the conclusion of the extended work period, or monthly.

Professional employees participating in paid summer work will be notified of the pay date no later than the first day of work.

Section 4 Confidentiality

The building principal or ~~his~~ a designee shall be responsible for distributing W-2 forms in such a manner so as to protect the privacy of the employee.

~~Section 5 - Paid Supplemental Duties~~

~~The compensation for the professional employees who direct paid supplemental duties shall be as shown below.~~

~~High school football coaches will receive one- half of his/her supplemental pay in August as designated on the teachers' pay schedule. This payment will only include payment for the football supplement and will not include any other supplemental pay due. The remainder of the football supplement will be paid in the same manner as all other supplements.~~

~~Section 6 - Department Chairpersons and Team Leaders~~

~~Grade level chairpersons of elementary schools, subject area department chairpersons of secondary schools (grades 6-12) and grade level team leaders of middle schools confirmed by the principal shall be compensated at the rate of $15.00 monthly for each teacher in their department or team other than the department chairman or team leader. These payments will be made in two equal installments concurrent with the end of each semester.~~

Section ~~7~~ 5 Expenses for Traveling Employees

An employee required to travel to ~~more than one~~ a work assignment ~~on a given day~~ will be reimbursed for mileage beyond the base location at the federal rate. The base location is defined as an employee's first work location stop of the day.

Section ~~8~~ 6Summer School Teachers

The Board agrees to equalize the salaries of professional employees teaching summer school.

~~Section 9 Permit Teachers~~

~~Degree- holding but uncertified persons filling a teaching positions under a permit shall be paid based on training and experience at the appropriate step of the salary index less $1,500.00 on the step as indicated by the salary scale. Permit teachers shall not make contributions to the Tennessee Consolidated Retirement System (TCRS).~~

~~Section 10 - School Based Technology~~

~~The designated school based technology support person shall be a professional employee and will be compensated at $15 per certificated employee per school.~~

# GRIEVANCE PROCEDURE

## Section 1 – Definitions

A. Grievance shall mean an allegation by a professional employee (s) that a specific section(s) of this Memorandum of Understanding has been violated, misinterpreted or misapplied and has resulted in a personal loss or inequitable treatment of the professional employee(s).

B. The term "days" shall mean any day, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00 a.m. the day following the day on which the time limits are based. After the last day of the normal school year, a "day" shall be any day Central Office is open.

C. Class grievance shall mean a grievance affecting more than one professional employee.

## Section 2 – Levels

### A. Informal Level

The parties hereto acknowledge that it is most desirable for a professional employee and ~~his~~ the supervisor immediately involved to resolve problems through free and informal communications. A professional employee must ask for an informal meeting with the immediate supervisor within 20 days from the time the professional employee knew of the incident. A professional employee who has a grievance shall meet with ~~his~~ the immediate supervisor to discuss the grievance in an attempt to resolve the matter informally. When the professional employee requests such a meeting, the professional employee shall inform ~~his~~ the immediate supervisor in writing that the meeting constitutes the informal level of the grievance procedure.

### B. Formal Levels

Level 1 – Immediate Supervisor

If the matter is not resolved to the satisfaction of the professional employee at the informal level, within five days of the informal discussion ~~his~~ the grievance shall be set forth in writing to the immediate supervisor on the Grievance Form. The immediate supervisor shall arrange for a meeting to take place with the grievant to discuss the grievance within five days of receipt of the grievance.

The immediate supervisor shall communicate ~~his~~ a decision, with reasons, to the grievant in writing within five days of the grievance meeting.

Level 2 – Superintendent

The professional employee, no later than five days after receipt of the immediate supervisor's decision, may appeal the decision to the Superintendent or the Superintendent's ~~his~~ designee. The appeal to the Superintendent must be made in writing on the Grievance Form. The Superintendent or designee shall arrange for a meeting to take place with the grievant to discuss the grievance within ten days of receipt of the grievance.

The Superintendent shall within seven days of the grievance meeting communicate ~~his~~ a decision, with reasons, in writing to the professional employee and the immediate supervisor.

Level 3 – Arbitration

In the event the issue is not resolved at Level 2, or if the time limit expires without the issuance of the Superintendent's written reply, then the professional employee may, within ten calendar days thereafter, give written notice to the Superintendent's Office of the professional employee's desire to submit the matter to advisory arbitration, whereupon the parties shall jointly request the Federal Mediation and Conciliation Service to supply a list of seven names from which to select an Arbitrator. Within ten days of receipt of such list, an authorized representative of each party shall meet in person or by telephone, and alternately strike names in rotation until only one name remains. The parties shall determine by random selection who shall strike the first name, and then the other party shall strike the second name, and so on until the selection process is completed. The person shall be commissioned to hear the dispute and shall operate under the following guidelines.

A. The Arbitrator's consideration shall be limited to the terms of this Memorandum of Understanding.

B. The Arbitrator shall have no jurisdiction over any dispute not deriving from the specific terms of this Memorandum of Understanding. The Arbitrator shall not have power to alter this Memorandum of Understanding.

C. Neither the Board nor the professional employee shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party, at least seven days prior to the arbitration hearing.

D. At least ten days prior to the arbitration hearing each party shall submit to the Arbitrator and to the other party a written submission which shall include:

    1. A statement of the issue(s).
    2. A summary of the relevant facts.

3. Position of the party on the grievance
4. A list of witnesses.

E. The fees and expenses of the Arbitrator will be shared by the two parties equally.

F. If an advisory arbitration decision is contested, then the issue may be brought to the collaborative conferencing table for further discussion.

G. The Arbitrator's decision shall be advisory only and shall be submitted to the School board to assist it in making a final determination. The Board's decision shall be given within thirty days of the receipt of the Arbitrator's findings.

Level 4 – School Board

If the dispute is not settled at level 2 and if the professional employee does not ask for arbitration, the grievance may be advanced directly to the Board of Education. Within ten days after the professional employee receives the written decision from Level 2, the professional employee may request a review by the Board of Education. The Board shall review the case at its next regularly scheduled monthly meeting provided, however, that if the request for a review is not received earlier than ten days before the next regularly scheduled monthly meeting, the Board of Education shall review the case at its following regularly scheduled monthly meeting. The Board of Education shall issue a written decision within ten days of its review, with copies to the aggrieved and the Superintendent.

Section 3 – Advanced Step Filing

A. In the event that the immediate supervisor of a professional employee is the Superintendent of Schools, the first formal level shall be the Superintendent's level.

B. The first formal level for class grievances which involve professional employees from two or more locations shall be the Superintendent's level.

Section 4 – Provisions Governing the Grievance Procedure

A. A grievant may, ~~at his option~~upon request, be represented by a Professional Employees' Organization representative at all formal levels of the procedure. The individual hearing the grievance may, upon request~~at his option~~, have a representative present during the formal levels. A professional employee who requests a representative shall not be required to discuss any grievance in the absence of the representative.

B. Any resolution of a grievance shall not be inconsistent with the terms of this Memorandum of Understanding.

C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant or alluded to in any communications between the administration and the prospective employer.

D. No reprisals shall be taken by the Board or Administration against a professional employee for ~~his~~ participation in a grievance.

E. If the Board requires that a professional employee be away from ~~his~~ an assignment due to the processing of a grievance, the professional employee shall suffer no loss of pay or benefits.

F. It is understood that the grievant shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof have been fully determined.

G. A grievance may be withdrawn at any level without establishing precedent.

H. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall result in the grievance being considered void.

I. Notices of hearing dates, acknowledgements of the date of receipt of grievances, and decisions rendered must be in writing.

J. For all grievances at level two or three, grievance notices or decisions shall be sent by certified mail.

K. A grievance, to be considered under this procedure, must be properly initiated by the professional employee within twenty days from the time the professional employee knew of the incident or should have known of the incident which caused the grievance.

L. All formal grievance(s) must be submitted on the Grievance Form.

M. The time limits prescribed in this procedure may be extended by written mutual consent.

N. Withdrawal of a grievance at any level shall not indicate acceptance of the decision at that level.

## Insurance

All insurance plans will be in compliance with all state and federal laws.

### Section 1 – Comprehensive Medical Insurance

The Board agrees to provide three comprehensive medical insurance plans from which full-time professional employees may choose. Professional employees will be allowed to choose the plan that meets their individual and family needs. The Board will pay a portion of the cost of the Professional employee's plan. The professional employees will be permitted to purchase dependent coverage through the plan. Please see rate table and plan description documents at www.hcde.org/benefits.

### Section 2 – Life Insurance

Each eligible professional employee shall be provided a group term life insurance policy in the amount of ~~$20,000~~$40,000, to include double indemnity in the event of accidental death, dismemberment benefits, and waiver of premium in the event of a professional employee disability. Please see plan document at www.hcde.org/life for detail information.

### Section 3 – Liability Insurance

Use of individually owned vehicles is not covered by the Board's Liability Insurance plan. Professional employees should not use their vehicles for school transport of students for HCDE related activities except in emergency situations.

When a professional employee must transport students in a school owned or rented vehicle for use while on a Board-approved event, the professional employee shall be covered by the Board of Education provided Liability Insurance Plan.

### Section 4 – On-the-Job Injury

Risk Management Operation Procedures are posted on the Risk Management Section of @hcde.org and available at each school facility. "HCDE has elected an OJI program in lieu of Tennessee Worker's Compensation Law."

Absence due to an injury or violent criminal act incurred by a professional employee while performing duties within the course and scope of ~~his~~ his/her assignment which renders the professional employee unable to perform normal duties shall not be charged against the professional employee's accumulated sick leave to a maximum of twenty (20) working days per separate incident, provided that the professional employee alleging such injury files or causes to be filed a completed copy of the specified OJI report form with the Risk Management Office within five (5) working days of the incident. If the injury occurs while the professional employee is on a Board approved activity outside of the District, the professional employee shall file or

cause to be filed the OJI report within five (5) working days of the return date. The Board reserves the right to require a physician's statement to verify the professional employee's inability to perform normal duties.

Failure to file a First Report of Occupational Injury or Illness report within the five (5) working day period following the incident or diagnosis shall relieve the Board of any responsibility under this section. Forms are available at each building site or on the HCDE website.

The Board agrees to pay all medical expenses directly related to the on-the-job injury as directed by the treating, occupational medicine physician assigned by the school system.

For purposes of this section, treatment of documented pre-existing conditions, injuries resulting from professional employee horseplay or fighting, assault (covered under Article XI), violation of safety rules and drug and alcohol policy are excluded.

If the injury requires that a professional employee be absent from assigned duties for more than twenty (20) working days, the professional employee has the option to either:

1. use accumulated sick leave days or
2. receive weekly OJI compensation equivalent to those payable under the State of Tennessee Worker's Compensation law.

On-the-Job Injury coverage shall begin upon arrival at the work site and continue until the professional employee leaves the work site while performing duties normally associated with the professional employee's position and/or duties which have been previously assigned or permitted by the professional employee's supervisor.

If a professional employee has been receiving OJI benefits for twelve (12) months, the professional employee shall apply for long-term disability benefits. If approved by the carrier, the professional employee shall accept long-term disability benefits and all on-the-job benefits will cease.

**Section 5 – Long Term Disability Insurance**

The Board shall provide to each professional employee a long-term disability insurance program. Its provisions will include the following:

A. Benefits shall begin after an elimination period of six (6) months.

B. Benefits shall be 66 2/3% of professional employee's monthly earnings to a maximum of $4,000, less other disability income.

C. If a disabled professional employee can work part-time for rehabilitation, the monthly indemnity is reduced by 60% of any compensation received.

D. Future increases in disability benefits under the Social Security Act because of any automatic adjustment in the cost of living index occurring while the professional employee is receiving monthly indemnity income will not cause a reduction of benefits.

For detailed information about the long-term disability plan, please see the plan document at www.hcde.org/ltd.

**Section 6 – Description of Insurance Coverage**

The Board shall provide each new eligible professional employee with an application form and a description of the insurance coverage within twenty (20) calendar days of the date of employment. The description shall include a statement of conditions and limits of coverage. If a change in coverage is made, all participating professional employees shall receive written notification of the change thirty (30) days before the change takes effect. The Board shall provide all participating professional employees with a yearly update of any changes in the insurance plan during open enrollment.

**Section 7 – Enrollment for Insurance/Dental Coverage**

For all eligible professional employees there shall be an open enrollment period of the medical plan, life insurance plan, and the dental reimbursement plan beginning the first workday and ending thirty (30) days thereafter, or thirty (30) days after Board approval of employment, whichever is longer. New professional employee health coverage will begin the first of the month following the completion of sixty (60) days of full-time employment provided the professional employee is actively at work on the date of enrollment. The first contribution will be automatically deducted from the professional employee's paycheck approximately two weeks after eligibility date.

E. Medical and Dental Reimbursement Plan - If the professional employee does not elect the coverage available to him/her, his/her spouse, and/or his/her dependents when first eligible, he may do so during the annual open enrollment period or within 30 days following a qualifying event as defined in section 125(c) of the IRS Tax Code.

F. Life insurance – Enrollment for optional life insurance after the initial enrollment period will require evidence of insurability.

**Section 8 – Health Insurance for Disabled Professional Employees**

A professional employee who leaves service as disabled under the terms of the Tennessee Consolidated Retirement system will continue to be covered under then existing medical insurance for up to 30 months from date of disability retirement, or the effective date of Medicare (or its replacement), whichever is earlier.

## Section 9 – Health Insurance for Retired Professional Employees

The Board shall provide individual health insurance for eligible professional employees who retire. The specification of the plan shall be in accordance with Section 1 of this Article. To be eligible for this coverage, a professional employee must be between the age of 55 and the age at which they become eligible for Medicare or have at least 30 years in the Tennessee Consolidated Retirement System. The professional employee must also have at least 20 years of service in the Hamilton County School System. Up to 20 days of accumulated sick leave may be used as credited service time for the purpose of qualifying for the 20 years of service in the Hamilton County School System retirement insurance benefit. Professional employees must notify the Human Resources department on or before February 1. Any professional employee who fails to notify Human Resources of their intent to retire on or before February 1 must meet with the superintendent to discuss their service time. A retired professional employee who meets the requirement of age and has between 10 and 19 years in the Hamilton County School System is entitled to this benefit but must pay 40% of the current health insurance cost per month.

The individual health insurance program available for retirees shall be the same as that available for active professional employees, including the terms, conditions, benefit structure and professional employee contribution.

## Section 10 – Continuation

Professional employees on FMLA leave shall continue to have Board contributions made in accordance with applicable law.

Professional employees on FMLA leave that have exhausted paid leave shall make payments to the Professional employee Benefits Department for any insurance payroll deductions (professional employee contributions) missed while on unpaid FMLA leave within thirty (30) days of the missed payroll deductions (professional employee contribution).

Professional employees on Superintendent-approved unpaid non-FMLA leave shall have the option to continue COBRA eligible benefits (http://www.hcde.org/benefits/cobra) by electing COBRA continuation coverage. Life insurance may be continued through the HCDE life insurance carrier. Contact the Professional employee Benefits Department for more information.

## Section 11 – Family Coverage

Professional employees shall be able to purchase family comprehensive health coverage as discussed in Section 1 and have the monthly premiums deducted from their paychecks.

When both spouses are full-time professional employees, only one professional employee shall cover dependent children. The enrolling professional employee must notify the Benefits Department that both spouses are full-time professional employees.

All spouses covered on HCDE health plans must complete a spousal coverage affidavit each year during open enrollment and after a qualifying event. Spouses that have access to health insurance through their employer are not eligible for HCDE health plans.

**Section 12 – Insurance Committee**

An Insurance Committee composed of three members selected by the superintendent and three members selected by the Professional Employees Organization shall meet as needed, or at least annually, to discuss issues related to insurance. This committee will report to the PECCA committee after each meeting.

**Section 13 – Duration of Coverage**

Board-provided insurance programs as specified in this Article shall be for the duration of this MOU.

**Section 14 – Appeal Process**

Information on the appeals/grievance process regarding insurance claims can be located at www.hcde.org/benefits.

~~Blue Cross Blue Shield of Tennessee Plan -Grievance process begins on page 38 of the document.~~

~~Cigna Network Plan (Network -AS06.pdf) -Appeal process begins on page 45~~

~~Cigna High Deductible Plan (HDHP -ASOS.pdf) Appeal process begins on page~~

~~50~~

## Fringe Benefits

### Section 1 Extra Curricular Admissions

Professional employees shall be admitted free of charge, with school ID, to all regularly scheduled HCDE extracurricular events held on HCDE property, excluding TSSAA playoff events.

### Section 2 Flexible Benefits Plan

The Board shall provide a Flexible Benefits Plan to be in compliance with Section 125 of the Internal Revenue Code available to all eligible professional employees. This plan shall provide opportunities to elect supplemental insurance, and opportunities to tax shelter health insurance premiums, unreimbursed medical expenses and qualified dependent childcare expenses. This plan is voluntary for all eligible professional employees.

~~Section 3 - National Board Certification~~

~~Upon presenting appropriate documents of certification to the Human Resources Division, certified professional employees who have received National Board Certification shall receive a supplement of up to $4,000 for each year that they maintain their NBCT certification in Hamilton County Schools";' One -half of the payments will be made concurrent with the end of each semester.~~

~~Section 4 - Retirement Incentive~~

~~On or before March 1 of the year, the Board and representatives of the Professional Employees Organization shall meet to discuss a retirement incentive; any such incentive shall be conferenced with the Professional Employees Organization.~~

### Section ~~5~~ 3 Attendance Bonus

A. Personal Leave

At the end of each school year, two days of unused personal leave shall be credited as sick leave. Professional employees shall be paid $75.00 for the third unused personal leave day.

B. Sick Leave

In recognition of faithful attendance over the course of a teacher's career, the Board will pay a bonus of $20 per unused sick leave day accrued by a teacher at the time of his or her retirement; provided, however, that the bonus will be $40 if the teacher submits their notice on or before February 1 and completes the remainder of their contract; and further provided that the administration shall not report this bonus to the Tennessee Consolidated Retirement System as part of the teacher's final compensation.

~~**Section 6 - Professional Development Compensation**~~

~~Professional employees will be paid a minimum of $20.00 per hour for professional development outside the regular school day and/or school calendar pending available funding.~~

Section 4 – Classroom Preparation

Professional employees may choose to work an optional 7.5 hours to individually prepare for the opening of a new school year. This time may be used to prepare the physical classroom environment, planning, or to prepare instructional materials and resources for use with students. Professional employees opting to work this time will receive $75.00 upon submitting documentation to the building administrator.

Section 5 – Dental Expense Reimbursement Plan

The Dental Reimbursement Plan will meet the following specifications:

A. The Dental Expense Reimbursement Plan benefit period is July 1 through June 30.

B. The plan becomes effective for full-time employees and their dependents upon the date they become eligible for employee health insurance. To participate, an employee must complete the Enrollment Form. If additional dependents are acquired, they may be added to the Plan within thirty working days of the date of acquisition. New employees must enroll during their initial orientation period. Coverage will be effective on the 1st of the month following the 60th day of employment. All employees shall sign either the Enrollment Form or a waiver of benefits form. Eligibility is discontinued effective on the last day of the month that the employee separates.

C. Dependents shall be defined the same as in the employee's medical plan. An employee need not have dependent health coverage to receive dependent dental reimbursement.

D. The Dental Expense Program will pay eighty percent of the first $250.00 of any dental expense and then fifty percent of any additional expenses up to $1,000 maximum reimbursement per program year per covered individual for dental expense not covered under the employee medical plan. The plan is secondary to any other dental plan and to our own health plan.

E. All dental procedures are covered dental expenses if provided by or under the direction of a dentist licensed to practice by the state in which he or she practices.

F. An employee must complete a dental reimbursement request form and submit the completed form to the Benefits Office with a paid cash receipt, charge card receipt, or canceled check, within 180 calendar days of service to be eligible for reimbursement.

G. Reimbursement shall be made within twenty working days from the date proof of payment and reimbursement form is received by the Benefits Office.

H. The plan will continue in effect for current employees and their dependents. New employees and their dependents will become eligible upon the day they qualify for medical insurance. Any changes in this plan will be developed through the collaborative conferencing process. Employees will be notified of changes at least one (1) month in advance of the effective date of change.

## Working Conditions

### Section 1 – Workday for Professional Employees

The normal workday for professional employees shall be seven and one-half (7.5) hours ~~hours~~. Workday shall mean the length of time a professional employee is required by the immediate supervisor to be at an assigned work location(s). ~~Professional employees may be assigned duties beyond the normal workday, provided, however, that such duties shall be distributed on an equitable basis, as determined by the principal and the faculty.~~ Professional employees will report to work 15 minutes prior to the beginning of the student day and remain 15 minutes beyond the end of the student day.

~~Section 2 Definition~~

~~Workday shall mean the length of time a professional employee is required by his immediate supervisor to be at his assigned work location(s).~~

### Section 2 – Duty

Professional employees may be assigned required duties beyond the normal workday. Such duties shall be distributed on an equitable basis and determined by the principal and the faculty. Equitable shall not mean all professional employees are on duty simultaneously.

~~Section 3 - Teacher Load~~

~~The principal shall provide the following for professional employees in the building if this can be accomplished with the staff assigned to his building:~~

- ~~A. Professional employees on the secondary level shall be afforded fifty-five minutes of daily individual duty-free planning time during which professional employees shall have no other assigned duties or responsibilities of a non-instructional nature. Professional employees on the elementary level shall be given at least 2 ½ hours of individual planning time each week during which they shall have no other assigned duties or responsibilities other than planning for instruction. This preparation time shall occur during no less than two days and shall consist of a minimum of 30 consecutive minutes per planning period. Duty-free planning time for professional employees is to be used for activities directly related to the instructional program.~~
- ~~A. A daily teaching load not to exceed five hours of pupil contact per day for all professional employees in a middle or senior high school.~~
- ~~A. Professional employees shall not be required to complete monthly attendance forms or transportation reports except as required by law.~~

## Section 3 – Planning Time

Professional employees shall be afforded 2 ½ hours of self-directed planning time each week during which they shall have no assigned duties or responsibilities of a non-instructional nature. This preparation time shall occur during no less than two days and shall consist of a minimum of 30 consecutive minutes per planning period.

Self-directed planning time for professional employees is to be used for activities directly related to the instructional program. Professional employees may elect to use this time to individually or collaboratively study standards, analyze student data and work samples, plan new lessons and units, or prepare materials for instruction.

## Section 4 – Duty Free Lunch

A daily duty-free lunch period equal in length to the scheduled student lunch period at the school shall be provided for professional employees.

Professional employees shall not be required to attend conferences during duty-free lunch.

A professional employee may leave the building or grounds during the duty-free lunch period.

## Section 5 – Professional Employee Response

Professional employees utilizing duty-free time shall be required to respond to an emergency situation when so directed by the principal. Principals shall minimize disruptions to professional employees' planning time caused by activities during the school day.

~~Section 6 - Effective Learning Environment~~

~~The principal is to designate at the beginning of the school year at least one (1) cumulative workday for classroom preparation.~~

~~Section 7 - Faculty Meetings~~

~~By the end of the first week of the school year, the faculty shall determine the regular schedule for faculty meetings. This shall not preclude the principal from calling faculty meetings necessitated by an emergency situation.~~

~~When scheduling regular faculty meetings, the principal shall meet the following conditions:~~

- ~~A maximum of four meetings per calendar month may be held.~~
- ~~Faculty meetings shall not exceed two hours during a calendar month. However, no meeting shall exceed one hour in length. If a meeting is to be held for an hour, the principal shall give the faculty a 48 hour advance notice. Meetings held after the end of the~~

~~student school day shall start no less than 20 minutes after all classes are dismissed.~~

- ~~Faculty meetings held before school shall begin no earlier than 60 minutes before the start of school and shall not exceed 45 minutes. In no case may a faculty or department meeting begin before 7:00 AM.~~
- ~~Items of school-wide interest submitted by members of the faculty to the principal at least one day in advance of a meeting shall be placed on the agenda. These items will be discussed after the conclusion of the administrative agenda. This additional time shall not be counted towards the monthly total, and professional employees may only be asked to stay on a voluntary basis.~~
- ~~Morning meetings shall not be scheduled on Monday or on any day immediately following any holiday or other day upon which professional employee attendance is not required at school. Afternoon meetings shall not be called on Fridays or any day immediately preceding any holiday or other day upon which professional employee attendance is not required at school.~~

## Section 6– Meetings Before or After the Workday

Professional employees shall not be required to attend more than four hours of meetings per month before or after the regular workday. This shall mean meetings of any kind scheduled in addition to the 7.5 hour workday including, but not limited to, leadership team, instructional committees, RTI team, faculty meetings, professional development, etc.

A. Guidelines for all Scheduled Meetings

1. In no case may a meeting begin before 7:00AM.
2. 48 hours advance notice given in writing
3. Afternoon meetings shall not be scheduled on Fridays or any day immediately preceding any holiday or other day upon which professional employee attendance is not required at school.

B. Guidelines for Faculty Meetings

By the end of the first week of the school year, the faculty shall know the regular schedule for faculty meetings. This shall not prevent the principal from calling faculty meetings necessitated by an emergency situation.

Meetings held after the end of the student school day shall start no less than 20 minutes after all classes are dismissed.

Items of school-wide interest submitted by members of the faculty to the principal at least one day in advance of a meeting shall be placed on the agenda. These items will be discussed after the conclusion of the administrative agenda. This additional time shall not be counted towards the monthly total, and professional employees may only be asked to stay on a voluntary basis.

## Section ~~8~~ 7 – Inclement Weather

When it is necessary to adjust the student school day due to inclement weather, the professional employee workday will be adjusted accordingly unless otherwise directed by the Superintendent or ~~his~~ a designee.

## Section ~~9~~ 8 – Itinerant Professional Employees

Itinerant professional employees shall serve extra duties at one school. The school in which the itinerant professional employee is scheduled to serve the greatest amount of time shall be the base school. If an itinerate professional employee serves equal amounts in two or more schools, Human Resources shall determine the base school.

## Section ~~10~~9– Notification of Absence

~~As long as the automated substitute system is operational, professional employees shall be required to enter the absence in order to secure a substitute. If the automated substitute system is not operational, the professional employees are required to make a telephone call to the designated individual. If notification of the professional employee's absence to the automated substitute system is not made prior to 60 minutes before the beginning of school, the professional employee is required to call the school to report their absence. All schools shall have a form of answering service during this 60 minute notification period. Professional employees with prescheduled school events must enter the absence a minimum of one week in advance of the event. As a professional courtesy, professional employees are expected to notify the principal or designee any time they will be absent from school.~~

Professional employees are expected to notify an administrator any time they will be absent from school.

As long as the automated substitute system is operational, professional employees shall be required to enter the absence in order to secure a substitute. If notification of the professional employee's absence to the automated substitute system is not made before midnight, the professional employee is required to call the administrator or designee to report their absence.

Professional employees with prescheduled school events must enter the absence a minimum of one week in advance of the event.

## Section ~~11~~10– Solicitations

Professional employees shall not be required to attend sales presentations or solicitations involuntarily at any time. This does not include presentations approved by the Superintendent which are related to the professional employee benefit program.

Section ~~12~~ 11– Professional Development

All local professional development will be scheduled to occur on days
(1) identified as staff development days, or
(2) after the end of the regular school day or
(3) during the time when regular school is not in session.
Professional employees will receive electronic notice of workshops from the host.

The professional employee lunch period will be a minimum of one-hour on staff development days if lunch is not provided. The professional employee workday may be extended to maintain the 7.5 workday while allowing for a longer lunch period than usual.

Section 12 - Professional Employee Safety and Legal Protection

A. Safety of Working Areas

It shall be the obligation of the Board to ensure areas and facilities in which professional employees are assigned are safe and nonhazardous. It shall be the obligation of each professional employee to perform assigned duties in a manner which is safe and nonhazardous.

B. Suspected Unsafe Conditions

A professional employee who suspects that an unsafe situation exists shall immediately inform his/her immediate supervisor. The immediate supervisor shall evaluate the situation and determine any corrective action, if needed. If the situation poses immediate harm to a professional employee or student, the professional employee will first take needed preventive action and then notify his/her immediate supervisor.

C. Use of Reasonable Force

If within the scope of ~~his~~ an assignment the safety of a professional employee or student is threatened by a real and present danger, a professional employee may use reasonable force as necessary to protect himself and/or a pupil from attack, to protect another professional employee or property, or to obtain possession of weapons or other dangerous object. Professional employees shall immediately report incidents of this nature to their immediate supervisor.

D. Physical Assault on a Professional Employee

In the event that a professional employee, while performing assigned duties, suffers bodily injury as a direct result of a physical attack upon the professional employee the Board shall provide the following benefits to the employee:

1. Legal counsel to advise the professional employee of ~~his~~ his/her legal rights.
2. The Board shall reimburse a professional employee for the actual value of any personal property damaged or destroyed during such physical attack, in excess of any valid and collectible insurance in effect at the time of the attack.
3. When absence from assigned duties is directly caused by such bodily injury, the professional employee shall receive regular salary and benefits for the period of such absence up to 20 working days per separate incident and shall not forfeit any accumulated leave.
4. The Board shall assume medical costs beyond the professional employee's insurance coverage incurred by a professional employee as a result of such bodily injury.
5. The providing of the benefits specifically described above shall be the sole obligation of the Board under this section.

E. Conditions for Providing Benefits

The Board's providing of the benefits described in section four are conditioned upon any or all of the following as applicable:

1. The professional employee promptly files an incident report or official complaint, giving complete details of the physical attack, with the governmental agency having police jurisdiction in the matter.
2. The Board shall receive a notarized statement from the professional employee, listing all personal property damaged or destroyed and reasonable proof of value, within two weeks of the physical attack.
3. The Board shall receive a statement from a medical doctor attesting to the professional employee's inability to return to work.

F. Reimbursement for Personal Property

The Board agrees to reimburse professional employees for the replacement of personal property stolen, damaged or destroyed while the professional employee was discharging ~~his~~ duties within the scope of ~~his~~ an assignment. The Board shall provide this reimbursement only if the professional employee immediately informs ~~his~~ his/her supervisor in writing of the loss and presents a notarized statement to the Risk Management Department within ten (10) calendar days of the loss stating the circumstance of the loss and the estimated replacement or repair cost. No professional employee shall receive more than $300.00 per fiscal year under this section. The reimbursement provided by the Board shall be in addition to any valid and collective insurance in effect at the time of the loss.

G. Legal Action Against a Professional Employee

When a suit for damages is instituted against a professional employee, resulting from an alleged wrongful act by the professional employee in the performance of assigned duties, the Board shall provide the professional employee with legal counsel and indemnification up to the limits of and in accordance with the Board's Educational Liability Policy in effect at the time of the occurrence. The Board shall also pay the retainer fee provided for in the Policy. However, the Board shall have no obligation to provide any such legal counsel or indemnification in the event that the Board is the plaintiff in the suit against the professional employee or a Court or a jury determines that the professional employee was guilty of negligence or intentional wrongdoing. In no event shall the Board be obligated to indemnify the professional employee for any punitive or exemplary damages awarded in such a suit.

## Section 13 - Personnel Files

### A. Content Guidelines

The Board shall not establish any separate personnel file that is not available for the professional employee's inspection.

### B. Maintenance of Files

A professional employee shall be given a copy of any written letter of reprimand placed in the professional employee's file by a supervisor at the time it is placed in the file. The professional employee also shall be given a copy of any letter of criticism placed in the professional employee's file, which is directed to the immediate supervisor, the Superintendent, or the Board concerning said professional employee's performance.

A professional employee shall be given the opportunity to rebut any letter of reprimand or criticism placed in the professional employee's file by attaching ~~his~~ his/her own statement to the letter of reprimand or criticism within ten (10) working days of its placement in the file. The professional employee may add additional statement(s) later if new information related to the incident is developed.

The Superintendent will designate those administrative personnel who shall have access to the files of those professional employees under their direct supervision. A log (name and date) shall be maintained for others who review the files. Such log shall be available for examination by the professional employee.

### C. Access to Files

A professional employee shall have the right, with prior appointment, to review the contents of ~~his~~ his/her personnel file and to reproduce any documents contained therein. However, unless unusual circumstances exist, review of the file shall be granted within

two workdays of the request. The professional employee shall have the right to have a representative accompany him during such a review.

The Board shall release to credit agencies only the present employment of a professional employee and his/herhis length of service in the system. Additional salary and personnel information shall be released upon written authorization from the professional employee, or in accordance with Tennessee Public Records Law.

The Board shall verify to another school district or employer a professional employee's work experience in the system.

Materials may be permanently removed from the professional employee's file only with the prior notification of the professional employee. If the professional employee objects to the removal and said materials, he may place a written statement of his/her his objections in his/herhis file.

The Human Resources office, upon authorization from the Superintendent, shall provide properly identified law enforcement personnel with a professional employee's address, work location, and dates of employment. Information in addition to this shall be released only upon presentation of an appropriate court order.

All personnel file reviews shall be conducted in the presence of the Personnel OfficerChief Talent Officer or his a designee.

D. Use of Files

In the event that the School Board is to take disciplinary action against a professional employee based on material in the personnel file, the professional employee shall be given at least three workdays notice, except in cases of emergency, prior to the Board meeting concerning the material contained in the personnel file. The School Board shall not take action against a professional employee based on material contained in a professional employee's personnel file unless the material was placed in the file within a reasonable time after the incident became known to the professional employee's supervisor(s).

E. Notification of Removal

Any notification in the file relating to the permanent removal of material from the file shall also be removed. Such notations shall not be recorded in the future.

## Section 14 - Student Discipline Procedures

A. Board and Professional Employees Organization Responsibility

The Board recognizes its responsibility to maintain and approve student discipline procedures. The elected representatives agree to assist the Board in the development of student discipline procedures.

All schools and the elected representatives shall receive one copy of the system's School Safety Plan.

B. Local School Discipline Procedures

The local school administrator shall have the overall responsibility for student discipline in the building(s), on the school grounds, and for school activities.

It shall be the responsibility of the building principal, working in cooperation with the faculty to develop, publicize, and enforce such building rules and regulations for student discipline as may be required to contribute to the orderly operation of the school. The principal will request assistance, he/she deems appropriate, for serious disciplinary problems.

C. Classroom Discipline Procedures

Maintenance of proper student behavior is primarily the responsibility of the professional employee. A professional employee may request assistance from the principal or his/her designee when behavior of a student interferes with classroom instruction. Except in the case of a sudden, unexpected discipline problem, the professional employee shall document disruptive student behavior to assist the principal or his/her designee.

1. The professional employee may temporarily remove a student from the class by referring the student to the designated administrator when the seriousness of the offense or the persistence of the misbehavior has an adverse effect on the learning environment. In such cases the professional employee shall brief the administrator or his/her designee of the incident on the standardized Discipline Referral Form. The principal or his/her designee will take appropriate action. The professional employee shall be informed of the disposition of each case.
2. The professional employee may request that a conference be held prior to the student's readmission to class. This conference may include the principal or his/her designee, parent(s) or legal guardian(s), the student, and the student's teacher(s). in the event that a conference cannot be hold within one school day, the administrator may return the student to class pending the outcome of a conference. If a mutually agreeable solution cannot be reached, the principal or his/her designee will make the final disposition of the matter.
3. If the misbehavior consists of a verbal assault and/or threat against a professional employee, the professional employee shall report the incident as soon as possible to the professional employee's immediate supervisor, or his/her designee, who shall immediately remove the student from class, investigate the incident, and take

appropriate disciplinary action against the student. The professional employee shall provide the supervisor, or his/her designee, with a written statement of the incident as soon as possible.

4. If a professional employee is physically assaulted by a student or visitor, the principal or his/her designee shall call the police and take other appropriate action. The professional employee is encouraged to file a police report of the incident and to follow-up by filing charges with the appropriate court against the student or visitor.

D. Self Defense

Reasonable physical force may be used in self-defense. Self-defense is permissible when a professional employee finds it necessary to defend himself/herself or a third person or when the professional employee reasonably believes that such action is necessary for the safety of himself/herself or the third person. Self-defense means the use of only such force as is necessary to protect oneself.

In each instance in which a professional employee uses self-defense, the professional employee shall inform the principal at the earliest practicable and reasonable time of such action and shall make a complete and objective written report not later than the end of the next workday.

## Section 15 - Professional Employee Relations

A. Equitable Treatment

The Board shall promote fair and equitable treatment for all professional employees.

B. Non-discriminatory Practice

There shall be no discrimination based on race, creed, color, religion, national origin, age, gender, marital status, or disability.

There shall be no discrimination against any professional employee because of his/her~~his~~ membership, or participation in a professional education organization, collaborative conferencing, or institution of any grievance(s), complaint(s), or proceedings under this Memorandum of Understanding, School Board policy, or law with respect to any terms or conditions of professional employment.

C. Professional Employee Disciplinary Procedures

The purpose of this section is to provide a procedure for progressive, positive remediation of unacceptable professional employee behavior.

The principal shall notify the professional employee of any alleged deficiencies and indicate a reasonable period to correct the stated deficiencies.

A professional employee may request, and have present, a representative during a disciplinary meeting. This includes when he/she is being issued a reprimand, or formally disciplined for any infraction of rules, or delinquency in professional performance.

If a supervisor should determine that a professional employee is to receive a warning, an oral reprimand or a written reprimand, the following procedures shall be followed.

1. Warning

   The supervisor and professional employee shall meet and discuss the problem. The supervisor shall specify a time period in which the problem is to be corrected. The two individuals shall jointly sign an Employee Relations Form indicating that such a meeting occurred and the date of the meeting. Such statement shall not be placed in the professional employee's personnel file.

   Both the supervisor and professional employee shall be entitled to have a representative present at an oral reprimand and written reprimand meeting.

2. Oral Reprimand

   The supervisor shall
   A. meet with the professional employee
   B. permit the professional employee to explain his/her ~~his~~ point of view
   C. discuss the problem
   D. state the corrective action to be taken, if any. The two individuals shall jointly sign an Employee Relations form indicating that such a meeting occurred and the date of the meeting. Such statement shall not be placed in the professional employee's personnel file.

   A supervisor shall have the discretion, depending on the severity of the problem, to omit steps A and B.

3. Written Reprimand

   The Supervisor shall meet with the professional employee and provide a written copy of
   A. the violation

B. the corrective action to be taken
C. the consequence of further violations. The supervisor and professional employee shall sign and date the Employee Relations Form. The professional employee shall have the right to submit a written answer to the reprimand and his/herhis answer shall be attached to all copies of the reprimand.

No professional employee shall be discharged, suspended, formally disciplined, formally reprimanded, adversely evaluated, or deprived of any professional advantage without just cause. Just cause shall be given in writing to the professional employee.

D. Complaints

Any complaint regarding a professional employee made to any member of the administration by a parent, student, or other person, which may be used in any manner when evaluating a professional employee's performance shall be promptly investigated. Except in cases of a complaint that results in the involvement of HCDE Human Resources, state or federal agencies, the employee shall be given an opportunity to respond and meeting with the person making the complaint in order that he may rebut the complaint. If the person making the complaint refuses to participate in this procedure and no additional documented evidence supports the allegation, no reference to the complaint shall be placed in the professional employee's file. If a statement is to be placed in the personnel file, the professional employee shall acknowledge that he had the opportunity to review such complaint by affixing his/herhis signature to the copy to be files with the express understanding that such signature in no way indicates agreement with the content thereof. The professional employee shall also have the right to submit a written answer to such material and his the answer shall be reviewed by the Superintendent or his a designee and attached to all copies.

E. Suspension Without Pay

Suspension without pay will be no longer than 20 working days unless there is a pending legal investigation being conducted by any law enforcement agency, Department of Children's Services, the State Comptroller, or School Board counsel.

## Leave

### Section 1 – Sick

At the beginning of each school year, a professional employee shall be credited with one (1) sick leave allowance for each month of contractual employment. Unused sick leave days shall be accumulated from year to year with no maximum limit. Sick leave shall mean leave of absence because of illness of a professional employee from natural causes, accident or quarantine or illness or death of a member of the immediate family of a professional employee, including the professional employee's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

A. Transfer of Sick Leave

Upon a professional employee's request, the ~~Personnel~~ Human Resource Office shall inform all newly elected professional employees of the amount of transferred sick leave. The amount of transferred sick leave shall be included with accumulated sick leave on the professional employee's paycheck stub as soon as administratively possible.

B. Notification of Accumulation

Each professional employee shall be given a written accounting of accumulated sick leave days on each regular paycheck stub.

C. Sick Leave Bank

The Board and Professional Employees Organization agree to establish a sick leave bank in accordance with applicable state law and provisions as stated below.

1. Purpose

The purpose of the Sick Leave Bank is to provide sick leave to contributors who have suffered a serious illness, injury, disability or quarantine and whose paid leave is exhausted. Serious implies an unplanned life threatening or severely incapacitating condition for which extensive medical treatment or prolonged absence from work is necessary. Illness or medical problems of a short-term nature shall not be considered as serious.

2. Administration

The Sick Leave Bank shall be administered by a Committee of Trustees. The Committee shall be composed of five members appointed by the School Board, two members appointed by the Professional Employees Organization, and the Superintendent of Schools who shall chair the Committee.

3. Membership

Persons entitled to sick leave under TCA 49-5-710 shall become a member of the Bank by donating one day of accumulated sick leave. Certified professional employees must be eligible for membership in the Sick Leave Bank.

Professional employees shall be eligible to join one year after their hire date during their anniversary month (i.e., calendar month August, January, etc.) or any open enrollment period following one year of employment.

4. Rules

A. A minimum participation of 20 members shall be required to establish the Bank.
B. A professional employee who elects to participate in the Bank shall initially have one day of sick leave deducted from his/her personal accumulation and deposited to the Sick Leave Bank. Donations of sick leave to the Bank are nonrefundable and nontransferable, unless the Bank is dissolved.
C. If at any time the number of days in the Sick Leave Bank is less than 20, or one per member if there are more than 20 members, or at any time deemed advisable, the Committee shall assess each member one or more days of accumulated sick leave. If a member has no accumulated sick leave at the time of assessment, the first earned days shall be donated as they are accrued by the teacher.
D. By written notice to the Trustees, a member may withdraw from Bank participation effective June 30 next. Membership withdrawal shall result in forfeiture of all days contributed.
E. Members of the Sick Leave Bank shall be eligible to make application to the Bank for sick leave only after having been a member of the Bank for 30 calendar days.
F. A participant shall not receive any sick leave from the Bank until after having exhausted all accumulated paid leave, including all paid Board extensions and then only after satisfying an unpaid 5-day waiting period.
G. Leave grants from the Bank, recommended by the Board of Trustees shall be in units of no more than 20 consecutive days for the individual applicant. Applicants may submit requests for extensions of such leave grants before their prior grants expire. The maximum number of days any participant may receive in any fiscal year is 60. The maximum number of days any participant may receive as a result of any one or recurring diagnosed illness or accident is 90 days. Days from the Bank may not be utilized for those days when an employee would not receive pay. The Trustees may establish regulations restricting the number of days which may be withdrawn from the Bank by one member on account of one illness, particularly any known illness existing at the time the teacher elected to participate in the Bank.
H. In the event a member is physically or mentally unable to make a request to the Sick Leave Bank for use of sick leave days, a family member or agent may file the request.
I. All requests to utilize days from the bank shall be accompanied by a physician's statement, verifying the cause of the illnesses or injury and attesting to the

individual's inability to perform assigned duties. Refusal to supply such a statement shall result in the request being denied.

J. For all pregnancy related requests, the employee's physician must certify that the employee is disabled and/or the pregnancy is at risk. The employee's physician must state specifically the employee's disability and/or reason for the high-risk pregnancy.
K. Sick leave granted a member from the Bank need not be repaid by the individual except as all members are uniformly assessed.
L. Grants of sick leave from the Sick Leave Bank shall not be made to any member on account of any elective surgery, or illness or any member of the participant's family, or during any period the member is receiving disability benefits from social security or the state or local retirement plan.
M. A member shall lose the right to obtain the benefits of the sick leave bank by:
    1. Resignation or termination of employment.
    2. Cancellation of participation which is effective on June 30 next.
    3. Refusal to honor such assessment as may be required by the Committee of Trustees.
    4. Being on approved leave of absence with the exception of personal illness or disability leave.
    5. Retirement
N. All actions of the Trustees shall require three affirmative votes and shall be final and binding.

5. <u>Procedures</u>

A. Contributions to the Bank must be made on a Sick Leave Bank Donation Form.
B. The Trustees shall act affirmatively or negatively on all applications within 10 calendar days of the application.
C. At the request of a majority of the Trustees, an applicant may be required to undergo at his/her expense a medical review by a physician approved by the Trustees.
D. Any person submitting a request to draw on the Bank must have made his/her proper contribution for the fiscal year in which the request is made.
E. All records of the Sick Leave Bank shall be kept in the Finance and Human Resources Offices.
F. Any days approved by the Trustees but not utilized by an individual shall be returned to the Bank.
G. Pay for approved Sick Leave Bank days shall be made on the next regularly scheduled payroll date for that individual.
H. Enrollment in the Bank shall be for the current year and subsequent years unless revoked in writing. Such cancellation shall be effective June 30 next.
I. The Trustees of the Bank shall be responsible for developing all necessary forms for the implementation and administration of the bank.

J. Each member shall sign an authorization form stating that they are aware of the provisions of the sick leave bank and also relieving the Board, the Professional Employees Organization and the individual Trustees from any liability as a result of action taken by the Trustees.

Section 2 – Personal

Each professional employee shall be granted a total of three (3) days of paid leave per school year employed, non-accumulative, for personal leave.

Personal leave may be used for personal reasons and can be taken at the discretion of the professional employee. However, use of personal leave is contingent on the professional employee securing a substitute job number. A professional employee shall not be required to give reasons for the use of any personal leave.

A professional employee planning to take personal leave shall request approval from his/her~~his~~ immediate supervisor at least one (1) working day in advance of ~~his~~ the absence, except when conditions beyond the control of the professional employee do not permit such advance request. If one (1) working day advance request is not possible, the professional employee shall request approval as soon as possible. Personal leave shall be taken and charged in at least one-half (1/2) day increments.

The approval of the Superintendent, ~~his~~ a designee, or the Board shall be required under the following conditions:

A. If more than 10% of the professional employees in any given school request personal leave on the same day, the calculation of any major fraction shall be considered as one; and in schools of five professional employees or less, one may take personal leave at the professional employees' discretion.
B. If personal leave is requested during any prior established student examination period.
C. If personal leave is requested on the day immediately preceding or following a holiday or vacation period.
D. If personal leave is requested for days scheduled for professional development or in-service training, according to a school calendar adopted by the local board of education prior to the commencement of the school year.
E. If personal leave is requested for days scheduled for parent-teacher conferences, according to a school calendar adopted by the local board of education prior to the commencement of the school year.

Section 3 – Professional

Additional paid professional leave beyond that provided in section on (1) of this Article may be granted, upon request, by the Superintendent or ~~his~~ a designee.

Professional leave shall be used for activities which will benefit the educational program of the school district. A professional employee planning to take professional leave shall request written approval from his/herhis immediate supervisor at least five (5) working days in advance of his an absence.

Professional leave shall be taken and charged in at least one-half (1/2) day increments.

Section 4 – Religious

A professional employee whose religious affiliation requires the observance of a regularly scheduled religious service during a professional employee's scheduled workday shall be granted paid leave for a maximum of two (2) days annually non-accumulative for such services. However, this leave shall not be interpreted to include wedding ceremonies.

The professional employee's immediate supervisor shall grant religious leave upon request, provided that the leave is requested at least one (1) working week in advance of the anticipated absence.

Religious leave shall be taken and charged in at least one-half (1/2) day increments.

Section 5- Jury and Legal

A professional employee called for jury duty or subpoenaed as a witness in court or required by the Board to appear in a court related proceeding during the workday shall suffer no loss in pay or leave days. Any fees or remuneration the professional employee received during such leave shall be turned over to the Hamilton County School System.

Please note that federal courts do not require an employer to pay any daily salary to a professional employee on jury duty. Further, local courts only require that a professional employee be compensated for the actual time they served on the jury and travel time. HCDE opts to pay the full daily salary for all professional employees reporting for jury duty regardless of time served, so the full compensatory check – including mileage and parking fees – should be turned in to the payroll department upon receipt.

Section 6 – Short-Term Military Leave

A leave shall be granted to professional employees who are members of the National Guard or a Reserve component of the armed forces of the United States to fulfill their annual duty commitment to the services under the following provisions:

1. Professional employees desiring such leave shall write a letter to the Division of PersonnelHuman Resources, giving dates and attaching a copy of pertinent orders, if any.
2. The leave shall not exceed 20 workdays annually. Annual leave or personal leave may be used to extend short-term military leave.

3. The leave shall be with full pay and benefits.
4. The professional employee shall be permitted to return to the position vacated.

Section 7 – Emergency

An immediate supervisor shall grant a professional employee paid emergency leave during the workday for a maximum of three (3) hours. Such leave shall be for a sudden, unexpected occurrence demanding immediate attention. Leave beyond three (3) hours shall be taken as personal leave, sick leave, or leave without pay.

Section 8 – Bereavement

A. A professional employee shall be granted five (5) consecutive work days leave without loss of pay or benefits, and not chargeable to any other type of leave on the death of a parent or court appointed legal guardian, spouse, child of the professional employee, natural and/or adopted siblings, current parents-in-law, grandchildren, and grandparents if the leave is taken within seven (7) calendar days of the funeral or cremation.

B. In cases of relationships other than those listed in paragraph 1, approval by the Superintendent may be granted as a special circumstance to attend memorial services where dependent children are involved, not to exceed three (3) consecutive work days.

C. In the event of the death of a professional employee or student in the Hamilton County School System, and with the agreement of the Superintendent, the principal or immediate supervisor may grant to an appropriate number of professional employees sufficient time to attend the services.

Section 9 – Parental

A. A professional employee shall be granted an unpaid leave of absence for a maximum of twelve (12) calendar months for the purpose of child bearing, adoption, and for the childcare aspects associated with a newborn infant. However, the professional employee shall be allowed to use all or a portion of her accumulated sick leave for maternity leave purposes during the period of her physical disability only, as determined by a physician; provided that the professional employee requests, in writing, to utilize accumulated sick leave and her physician provides written certification of her disability. Professional employees involved in adoption proceedings may use accumulated sick leave days not to exceed thirty (30) consecutive work days. In case of adoption, the professional employee must submit documentation from the adoption agency. If both parents are professional employees of the Hamilton County Department of Education, only one parent may take leave at a time.
B. A professional employee may be granted an unpaid leave of absence for a maximum of twelve months for child rearing purposes or when legally adopting a child. However, child rearing leave shall be granted only for a professional employee's natural or legally

adopted child who is under the age of eighteen (18) or disabled and who is unmarried and living in the professional employee's household.

C. When a maternity leave and child care leave run concurrently and exceed twelve (12) calendar months overall, the professional employee will not be automatically entitled to return to the position the professional employee vacated. Instead, the professional employee may apply for any positions in which he/she is interested and eligible, or his/her name will be entered on an unassigned list for placement in an available comparable position.

Section 10 – Military

A professional employee serving in any branch of the United States Military shall be granted an unpaid leave of absence for the period of time required by the United States Government.

Section 11 – Public Office

A professional employee elected to a public office shall be granted an unpaid leave of absence for the period of time that is required by the elected office.

Section 12 – Educational Improvements

Professional employees may be granted an unpaid leave of absence for a maximum of twelve (12) calendar months for the purpose of engaging in a program of studies related to his/her ~~his~~ professional responsibilities at an accredited institution of higher education. Official transcripts must be submitted to ~~the Personnel Division~~Human Resources when returning from educational leave.

Section 13 – Recuperation of Health

A professional employee shall be granted a paid (when using accrued sick leave) or an unpaid leave of absence from a date certain to a date certain for a maximum of 12 calendar months for health recuperation purposes. The Superintendent reserves the right to request a physician's statement certifying that said leave is needed.

Section 14- Professional Employees Organization President

The Superintendent may grant the Professional Employees Organization President, upon request, unpaid leave of absence of 24 months upon taking office for the purpose of serving as Professional Employees Organization President. A professional employee who has served more than 12 months as Professional Employees Organization President shall return to the same or comparable position held immediately prior to serving as Professional Employees Organization President.

Section 15 – Overseas Teaching Leave of Absence

The Board may grant a professional employee ~~unpaid~~ leave without pay and benefits for overseas teaching in military or civilian schools on the elementary, middle, high or post-secondary levels; or the Peace Corps. Such leave shall be subject to the following:

A. Leave will be for one academic year and may be renewed for one additional year.
B. Return after leave for one academic year shall be to the professional employee's former position.
C. Return after leave for more than one academic year shall be to a comparable position for which the professional employee is certified.
D. Overseas teaching leave is limited to two academic years per occurrence.

Section 16 – Other Sufficient Reasons

The Board may grant a professional employee an unpaid leave of absence for a maximum of 12 calendar months for reasons other than those cited in sections ~~one~~ nine ~~through six~~through fifteen. The leave may not be taken for commercial endeavors or for personal convenience.

Section 17 – Requesting Extended Leave

A professional employee desiring to utilize an extended unpaid leave under this Article shall file a written request on the specified form with Human Resources at least 30 calendar days in advance of the anticipated starting date of the leave. The Superintendent may waive or reduce the 30 day notice.

If a professional employee is absent (whether in paid or unpaid status) for 10 consecutive work days, he/she shall complete the specified leave form and return it to the immediate supervisor who will forward the form to Human Resources.

Section 18 – Requesting Extensions of Leave

A professional employee already on Superintendent-approved parental leave, educational improvement leave, recuperation of health leave or other sufficient reason leave may request extensions of the original leave for a maximum of twelve (12) months.

Section 19 – Conditions of Leave

The following conditions shall apply to a professional employee on Superintendent-approved extended unpaid leave of absence:

A. Experience for salary rating purposes shall not accrue, except for military leave. A maximum of five (5) years experience shall be granted for military leave.
B. Sick leave days shall not accrue, but all accumulated sick leave days shall be reinstated upon return to service.

C. The Board's contribution toward all fringe benefits will be terminated (except as provided for in Section ~~11~~ 19 of this Article); however, the professional employee may continue COBRA eligible benefits by electing COBRA continuation coverage. Life insurance may be continued through the HCDE life insurance carrier. Contact the Employee Benefits Department for more information.
D. The professional employee shall suffer no loss in the number of years of teaching experience previously established in Hamilton County.
E. Professional employee seniority shall be adjusted when in non-pay status. In addition, a professional employee's Tennessee Consolidated Retirement System (TCRS) contributions and career ladder payments are adjusted when a professional employee is in non-pay status.
F. If a professional employee requests to shorten his/her extended leave of absence, he/she shall be allowed to return to a vacant position for which he/she is certified, if available, until the end of the original leave date.
G. If a professional employee (tenured or non-tenured) who is on a leave of absence is nonresponsive regarding their plans to work after two attempts by certified return receipt mail; they will be considered as having abandoned their job. Procedures for termination shall proceed according to T.C.A. 49-5-512

## Section 20 – Family and Medical Leave Act (FMLA)

Professional employees eligible under the Family and Medical Leave Act of 1993 (FMLA) may be entitled for up to twelve (12) weeks of paid and/or unpaid leave annually, between July 1 and June 30, for the birth or placement of a child for adoption or foster care; to care for an immediate family member with a serious health condition; or to take medical leave when the professional employee is unable to work because of a serious health condition. ~~Paid leave (available sick leave, personal leave, accrued vacation) or unpaid leave shall be at the professional employee's option.~~

Family and Medical Leave shall run concurrently with Tennessee Maternity Leave, OJI, HCDE sick leave, personal leave, and/or paid vacation time. After using all accrued paid leave, then an employee's Family and Medical Leave shall be without pay. ~~Furthermore, leave shall be taken in no less than one-half (1/2) day increments~~. Existing professional employee health insurance benefits shall be continued during FMLA leave as if the professional employee had continued to work provided that the professional employee continues to pay the required professional employee contribution. A professional employee requesting FMLA leave shall be provided written guidance concerning professional employee rights and obligations under FMLA. Eligibility for FMLA is contingent upon the professional employee having worked at least 1250 hours during the previous school year.

## Section 21- Sabbatical Leave

A. Length of Leave

Upon written request the Board may grant sabbatical leave to a professional employee for a maximum of one (1) calendar year in order to pursue a program of studies at an accredited institution of higher education which will benefit the Hamilton County School System.

B. Provision of Leave

The following provisions shall govern sabbatical leave:

1. To be eligible for sabbatical leave a professional employee must have completed at least seven (7) consecutive years of service in the Hamilton County School System prior to starting the leave and must have received a Master's Degree prior to stating the leave.
2. A professional employee on sabbatical leave shall be paid one-half (1/2) of the regular salary received at the time the leave commences.
3. All requests for sabbatical leave shall be submitted to the Board by January fifteen (15) of the calendar year for which the leave would commence.
4. Any professional employee who takes a sabbatical leave under the terms of the Article shall return to the Hamilton County School System for three (3) years of employment or refund to the Board all money received from the Board while on leave, on a pro-rated basis.
5. In the event of the death of a professional employee, the estate will not be held responsible to repay any monies received from the Board while the professional employee was on leave.

## Payroll Deductions

### Section 1 – Dues Deduction Authorization

Any professional employee who is a member of the Professional Employees Organization or who has applied for membership may sign for the Association to deliver to the Board an assignment authorization payroll deduction of professional dues. The form of the assignment shall be the United Educators Profession membership enrollment form.

The Professional Employees Organization shall deliver to the Finance Department an alphabetical list by work assignment of all professional employees who desire payroll deductions on or before the fourth school day of ~~October~~ September each year.

Section 2 – Deduction Procedure

Pursuant to the deduction authorization, the board will deduct ~~one-eighteenth (1/18)~~ one-twentieth (1/20) of the total amount to be deducted from the regular salary check of the professional employee beginning in September and continuing thereafter for twenty consecutive paychecks.

Section 3 – Pro-rata Deductions

Deductions for professional employees authorizing dues deduction after the dates of commencement of deductions as specified in Section 1 of this article shall be pro-rated so as to complete deductions at the same time as other Professional Employees Organization deductions. Authorization forms must be received in the Finance office within ten (10) working days of the professional employee's next regular paycheck.

Section 4 – Duration of Authorization

Dues deductions shall continue in effect from year-to-year. This authorization shall continue in effect unless cancelled by the member prior to September 1 of any school year, using the HCEA-approved Membership Drop Form.

Section 5 – Board Obligation Release

In the event that a professional employee's net salary is insufficient to permit dues deduction for the month, the Board shall have no obligation to deduct dues for that month from said professional employee.

Section 6 – Transmission of Dues to Association

All dues deducted by the Board shall be remitted to the Professional Employees Organization within seven (7) calendar days from the date deducted. An alphabetical list by work assignment

of professional employees for whom such deductions have been made shall also be supplied to the Association. This list shall be separated by payroll classification.

Section 7- Indemnification

The Professional Employees Organization agrees to indemnify and hold harmless the Board against any and all claims, suits or other forms of liability, arising out of the provisions in this dues deduction agreement between the parties.

Section 8 – Other Payroll Deductions

The Board shall continue to provide payroll deductions for Board-approved annuities, bonds, credit unions, insurance programs and charitable organizations.

B. Chief Operations Officer - Dr. Ken Bradshaw

1. **East Ridge Elementary-TDOT Property Acquisition - Justin Witt

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

**M E M O R A N D U M**

**TO:** Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

**FROM:** Justin Witt

**DATE:** June 20, 2019

**RE:** **East Ridge Elem-TDOT Property Acquisition**

The Tennessee Department of Transportation has made an offer to purchase a portion of road frontage at East Ridge Elementary located at the drive way that is located off of Ringgold Road and in line with Belvoir Avenue. TDOT has offered $45,100.00 to acquire 3,802 sf in fee simple and 958 sf in a temporary construction easement. If approved TDOT has plans for road improvements along Ringgold Road that includes a sidewalk that will help with school/public pedestrian traffic.

I recommend approval.

Attachments: Agreement of Sale
Appraisal
Site Plan

# AGREEMENT OF SALE

STATE PROJECT 33LPLM-S1-166 COUNTY/S HAMILTON

FEDERAL PROJECT TAP-9213(7) TRACT # 26

This agreement entered into on this the _____ day of _____, 20_____ between East Ridge Elem Hamilton Co. Dept of Ed herein after called the Seller and the (TDOT) shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the (TDOT).

A. The Seller hereby offers and agrees to convey to the (TDOT) lands identified as TRACT# 26 on the right-of-way plan for the above referenced project upon the _____ (TDOT) tendering the purchase price of $ 45,100, said tract being further described on the attached legal description.

B. The (TDOT) agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The (TDOT) will reimburse the Seller for expenses incident to the transfer of the property to the (TDOT). Real Estate Taxes will be prorated.

The following terms and conditions will also apply unless otherwise indicated:

C. Retention of Improvements Does not Retain Improvements [ ] Not Applicable [ x ]
Seller agrees to retain improvements under the terms and conditions stated in the attached agreement to this document and made a part of this Agreement of Sale.

D. Utility Adjustment Not Applicable [ x ]
The Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him. The purchase price offered includes $ _____ to compensate the owner for his expenses.

E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property.

_____

_____
(SELLERS)

_____
(SELLERS)

Parcel No. 2:

Being a temporary construction easement on Highway Project No. 33LPLM-S2-167, lying south of and adjacent to the proposed right of way of Ringgold Road, being more particularly described as follows; Beginning at a point on the southern proposed right of way line of Ringgold Road, also being the western property line of East Ridge Elementary School Hamilton County Department of Education, 51.42 feet right of Ringgold Road centerline station 75+36.20 and ending at a point on the said proposed right of way line, also being the eastern property line of East Ridge Elementary School Hamilton County Department of Education, 49.38 feet right of said project centerline station 77+02.73 and having a width of 5.00 feet ± and containing 958 square feet, more or less.

The above described parcel of land is hereby conveyed as a temporary easement for the construction of Ringgold Road outside of the proposed right of way line. The title to the above described land remains vested in the grantor and is to be used by the State of Tennessee, its contractors or assigns for a period of 3 years from and after the commencement of construction.

REFERENCE:

REFERENCE: All boundaries and descriptions as shown on plans for Highway Project No. 33LPLM-S2-167 Right-of-Way on file in the Office of the Department of Transportation in Nashville, Tennessee.

CONSIDERATION:

The consideration mentioned herein includes payment for the property taken, also payment for any and all incidental damages to the remainder compensable under eminent domain.

Tract No. 26

TAX MAP NO.: 168H-B-020

Parcel No. 1:

Beginning at a point on the southern present right of way line of Ringgold Road, also being the western property line of East Ridge Elementary School Hamilton County Department of Education, on Highway Project No. 33LPLM-S2-167, 40.63 feet right of project centerline station 75+36.17 thence; South 89 degrees 50 minutes 57 seconds East 166.56 feet to a point, on said present right of way line, also being the east property line of East Ridge Elementary School Hamilton County Department of Education, 40.28 feet right of said project centerline station 77+02.73 thence; South 00 degrees 16 minutes 18 seconds West 9.10 feet to a point on the southern proposed right of way of Ringgold Road 49.38 feet right of said project centerline station 77+02.73 thence; South 80 degrees 04 minutes 13 seconds West 5.23 feet along said proposed right of way line to a point, 50.31 feet right of project centerline station 76+97.59 thence; South 88 minutes 35 minutes 46 seconds West 52.80 feet to a point, 51.85 feet right of said project centerline station 76+44.81 thence; South 11 degrees 30 minutes 31 seconds West 24.02 feet along said proposed right of way line to a point, 75.41 feet right of said project centerline station 76+40.13 thence; North 89 degrees 50 minutes 57 seconds West 57.66 feet along said proposed right of way line to a point, 75.54 feet right of said project centerline station 75+82.47 thence; North 62 degrees 11 minutes 50 seconds West 52.18 feet along said proposed right of way line to a point on the western property line of East Ridge Elementary School, 51.42 feet right of said project centerline station 75+36.20 thence; North 00 degrees 08 minutes 35 seconds East 10.78 feet to the Point of Beginning, containing 3802 square feet, more or less.

The above described parcel of land is hereby conveyed in fee simple.

R.O.W Form 2A-1
REV 2/92
DT-0046



# APPRAISAL REPORT
# CITY OF EAST RIDGE

THE PURPOSE OF THIS APPRAISAL IS TO ESTIMATE THE FAIR MARKET VALUE FOR HIGHWAY RIGHT-OF-WAY PURPOSES

**1. Name, Address & Telephone Numbers:**

**(A) Owner:** Hamilton County Board of Education
2501 Dodds Avenue
Chattanooga, TN 37407
*Justin Witt (423) 498-7262

**(B) Tenant:**
Witt_Justin@hcde.org

**(C) Address and/or location of subject:**

The subject property is located along the south side of Ringgold Road and along the east side of John Ross Road. The property address is 1014 John Ross Road. The subject location is at the signalized intersection with Belvoir Ave and the existing drive is one way and used for access and parking.

**2. Detail description of entire tract:**

The subject property contains 11.020 acres. The irregular shaped subject property has rolling topography and is above road grade along Ringgold Road. The subject property contains 166.56' of Ringgold Road frontage and approximately 380+' of frontage along John Ross Road. The subject is improved with the East Ridge Elementary School, asphalt paving (Imp.1) guard rail (Imp.2), sidewalk (Imp.3), curbing (Imp.4) and two directional signs (Imp.5).The subject property has 40' driveway access off of Ringgold Road. The front portion of the property along Ringgold Road is zoned C-2 and the rear portion of the property is zoned R-1. See 1 acre larger parcel discussion in the highest and best use section (Item #9).

*Justin Witt with the Hamilton County Board of Education. Property inspected with Principal Juan Moreno and Assistant Principal Joe Galleta (423) 493-9296.

**3. (A) Tax Map and Parcel No.** 169 HB 020 **(B) Is Subject in a FEMA Flood Hazard Area? Yes** ___ **No** X
**If yes, Show FEMA Map/Zone No.** 47065C0476G (2/3/16)

**4. Interest Acq.:** **Fee** [X] **Drainage Esm't.** [ ] **Construction Esm't.** [X] **Slope Esm't.** [X] **Other:** ___

**5. Acquisition:** **Total** [ ] **Partial** [X]

**6. Type of Appraisal:** **Formal** [ ] **Formal Part-Affected** [X]

| This Appraisal Is Based On Original Plans | | Or Plan Revision | X | Dated: 1-21-19 |
|---|---|---|---|---|

**7. Detail Description of land acquired:**

The acquisition from the subject property is for 3,802 s.f in fee simple, 1 s.f in a slope easement and 958 s.f. in a temporary construction easement. The fee simple acquisition area affects the entire frontage along Ringgold Road with depths up to 35±'. The fee simple acquisition area has rolling topography and is slightly above road grade. The fee simple acquisition area is improved with asphalt paving (Imp.1), guard rail (Imp.2), sidewalk (Imp.3) and curbing (Imp.4) and two directional signs (Imp.5). The construction and slope easement is a 5' easement behind the fee simple acquisition area. The construction easement area has rolling topography and is improved with asphalt paving, guard rail, sidewalk, and curbing. These improvements in the construction easement are to be replaced by the contractor if disturbed during construction and not appraised.

**8. Sales of Subject:** *(Show all recorded sales of subject in past 5 years; show last sale of subject if no sale in past 5 years.)*

| Sale Date | Grantor | Grantee | Book Page | Verified Consideration | How Sale Amount Verified |
|---|---|---|---|---|---|
| 6-5-39 | Sallie Elizabeth Ealy et vir | Hamilton County Board of Education | 779/ 599 | N.A. | Deed |
| | | | | | |

| Existing Use | Zoning | Utilities Available | Off Site Improvements | Area Lot or Acreage |
|---|---|---|---|---|
| Special Purpose | C-2/R-1 | Water, Gas, Phone, Electric, Sewer | Paved Road | 11.020 Acres |

**9. Highest and Best Use:** *(Before Acquisition)(If different from existing make explanation supporting same.)*

The subject property contains 11.020 acres currently used as East Ridge Elementary School. The front portion of the property contains approximately 1 acre and is zoned C-2 and is located along a section of Ringgold Road with commercial, retail, office and restaurant uses. The rear portion of the property is zoned R-1 and is located around residential uses. Therefore, the 1 acre along Ringgold Road is considered the larger parcel. (See map on following page) The subject, a front driveway for a school, is considered consistent with the commercial uses. Continued on following page…

## ADDITIONAL COMMENTS

**6. Type of Appraisal:**

**Continued from preceding page.....**

**Intended Use of Report** – This "Formal Part-Affected" appraisal of a 100% ownership position is intended for the sole purpose of assisting the City of East Ridge in the acquisition of land for right-of-way purposes. The client and intended user is the City of East Ridge. This appraisal pursuit excludes those property elements (land and/or improvements) that are not essential considerations to the valuation solution.

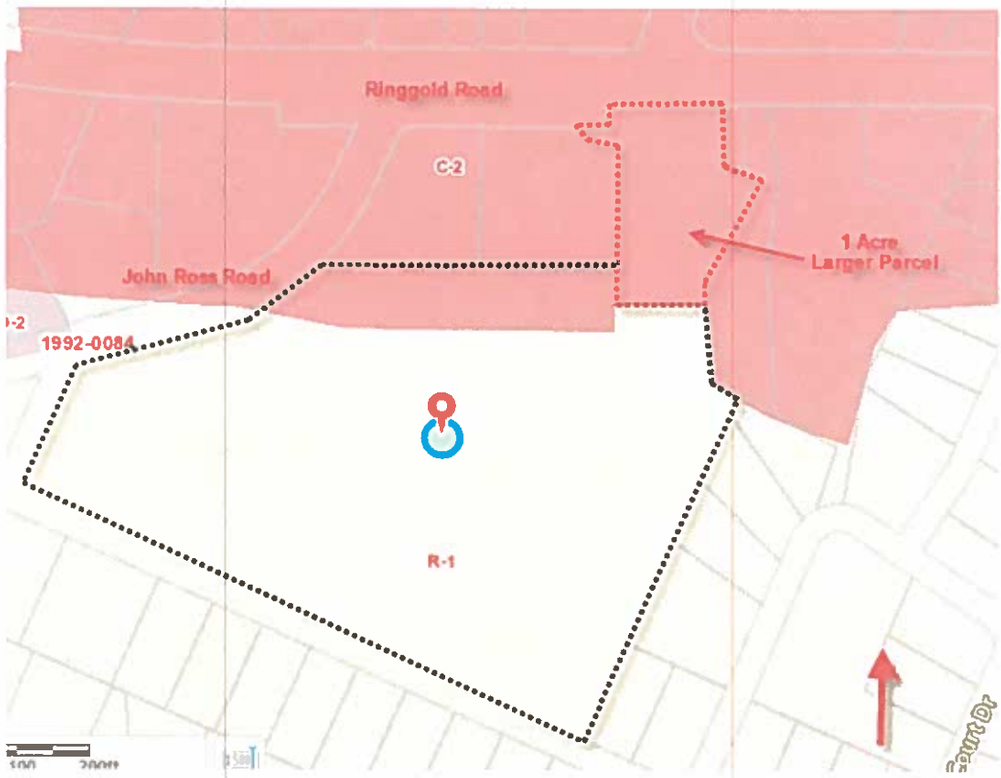
This is an Appraisal Report, which is intended to comply with Standard Rule 2-2(a). As such, it presents only summary discussions of the data, reasoning and analysis that were used in the appraisal process. Supporting documentation that is not provided within the report is retained in the appraiser's work file or can be obtained from the Market Data Brochure. The depth of discussion contained in this report is specific to the needs of the client. The appraiser is not responsible for unauthorized use of the report.

**9. Highest & Best Use: Continued from preceding page.....**

The land uses surrounding the subject support a commercial land value. It is physically possible, legally permissible and financially feasible for the subject to be used commercially. Therefore, the subject is considered to have a highest and best use "as vacant" for commercial uses and special purpose uses "as improved" with the driveway supporting the school.

**Highest and Best Use**

The most probable use of a property which is physically possible, appropriately justified, legally permissible, financially feasible, and which results in the highest value of the property being valued.
Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute), 2010.



# OTHER IMPROVEMENTS

11.

Structure No. 1 | No. Stories | Age 5 Year Eff | Function Paving
Construction Asphalt | Condition Average | Sq. Ft. Area 1,690
Reproduction Cost $6,760 | Depreciation 16.67% | Indicated Value $ 5,650

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:
Marshall Valuation Services Section 66 Page 2 (12/17) $4.22/SF
CCM Section 99 Page 3 (11/18) 1.02
LM Section 99 Page 10 (10/18) 0.93
$4.00/SF
1,690 SF @ $4.00/SF = $6,760 Cost New
5 Year Eff Age/30 Year Est Life = 16.67% Depreciation $6,760 – 16.67% Depreciation = $5,650 (R)

Structure No. 2 | No. Stories | Age 5 Year Eff | Function Guard Rail
Construction Metal | Condition Average | Sq. Ft. Area 40
Reproduction Cost $1,714 | Depreciation 25% | Indicated Value $ 1,300

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:
Marshall Valuation Services Section 66 Page 3 (12/17) $43.75/l.f.
CCM Section 99 Page 3 (11/18) 1.02
LM Section 99 Page 10 (10/18) 0.96
$42.84/l.f.
40 l.f. @ $42.84/l.f. = $1,714 Cost New
5 Year Eff Age/20 Year Est Life = 25% Depreciation $1,714 – 25% Depreciation = $1,300 (R)

Structure No. 3 | No. Stories | Age 5 Year Eff | Function Sidewalk
Construction Concrete | Condition Average | Sq. Ft. Area 475
Reproduction Cost $3,320 | Depreciation 16.67% | Indicated Value $ 2,800

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:
Marshall Valuation Services Section 66 Page 2 (12/17) $7.37/SF
CCM Section 99 Page 3 (11/18) 1.02
LM Section 99 Page 10 (10/18) 0.93
$6.99/SF
475 SF @ $6.99/SF = $3,320 Cost New
5 Year Eff Age/30 Year Est Life = 16.67% Depreciation $3,320 – 16.67% Depreciation = $2,800 (R)

Structure No. 4 | No. Stories | Age 5 Year Eff | Function Curbing
Construction Concrete | Condition Average | Sq. Ft. Area 60
Reproduction Cost $1,070 | Depreciation 16.67% | Indicated Value $ 900

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:
Marshall Valuation Services Section 66 Page 2 (12/17) $18.80/l.f.
CCM Section 99 Page 3 (11/18) 1.02
LM Section 99 Page 10 (10/18) 0.93
$17.83/l.f.
60 l.f. @ $17.83/l.f. = $1,070 Cost New
5 Year Eff Age/30 Year Est Life = 16.67% Depreciation $1,070 – 16.67% Depreciation = $900 (R)

*Summary of Indicated Values* $10,650

State Project No. 33LPLM-S1-166 | County Hamilton | Tract No. 26
Federal Project No. TAP-9213(7) | Name of Appraiser J. Kip Miller

# OTHER IMPROVEMENTS

11.

Structure No. 5 No. Stories _____ Age 2 Year Eff Function Directional Signs

Construction Metal Condition Average Sq. Ft. Area _____

Reproduction Cost $686 Depreciation 20% Indicated Value $ 550 (R)

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:
Marshall Valuation Services Section 66 Page 3 (12/17) $350/Each
CCM Section 99 Page 3 (11/18) 1.02
LM Section 99 Page 10 (10/18) 0.96
$343/Each
2 Directional Signs @ $343/Each = $686 2 Year Effective Age / 10 Year Estimated Life = 20% Depreciation
$686 Cost New – 20% Depreciation = $550 (R)

Structure No. _____ No. Stories _____ Age _____ Function _____

Construction _____ Condition _____ Sq. Ft. Area _____

Reproduction Cost _____ Depreciation _____ Indicated Value $ _____

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:

Structure No. _____ No. Stories _____ Age _____ Function _____

Construction _____ Condition _____ Sq. Ft. Area _____

Reproduction Cost _____ Depreciation _____ Indicated Value $ _____

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:

Structure No. _____ No. Stories _____ Age _____ Function _____

Construction _____ Condition _____ Sq. Ft. Area _____

Reproduction Cost _____ Depreciation _____ Indicated Value $ _____

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:

*Summary of Indicated Values* $11,200 Total

State Project No. 33LPLM-S1-166 County Hamilton Tract No. 26

Federal Project No. TAP-9213(7) Name of Appraiser J. Kip Miller

# SALES COMPARISON APPROACH

## 14. LAND VALUE ANALYSIS

**ADJUST TO SUBJECT PROPERTY USING** (Plus +, Subject Better)(Minus -, Subject Poorer) Using Dollar Adjustments Only. If the land is broken down and assigned more than one unit value, additional sales must be shown supporting each value.

**(A) ANALYSIS OF COMPARABITLITY** (Insert Comp. Sale No's. from Brochure or Attachments)

| **Inspection Date 1/10/2019** | | Sale No. 5 | | Sale No. 6 | | Sale No. 7 | |
|---|---|---|---|---|---|---|---|
| **CASH EQUIVALENT Sales Price** | | $500,000 | | $275,000 | | $219,000 | |
| **Date of Sale** | **# of Periods** | 11-5-18 | 0.181 | 11-21-16 | 2.137 | 4-6-18 | 0.764 |
| **% Per Period** | **Time Adj.** | 3% | 0.54% | 3% | 6.41% | 3% | 2.29% |
| **Sales Price Adj. for Time** | | $502,700 | | $292,628 | | $224,015 | |
| **Proximity to Subject** | | 0.50 Mile | | 1.25 Mile | | 7 miles | |
| **Unit Value Land** SF [X] FF [ ] Acre [ ] Lot [ ] | | $7.85 | | $7.81 | | $8.29 | |
| **Elements** | **Subject** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** |
| **Location** (A) | Ringgold Road | Ringgold Rd | | Ringgold Rd | | Jordan Rd | |
| **Size** (B) | 1 acres | 1.47 acre | | 0.86 acre | | 0.62 acre | |
| **Shape** (C) | Irregular | Rectangular | | Rectangular | | Irregular | |
| **Site/View** (D) | Typical | Typical | | Typical | | Typical | |
| **Topography** (E) | Rolling | Mostly Level | | Level | | Level | |
| **Access** (F) | Public 4 Lane | Public 5-Lane | | Public 5-Lane | | Public 2-Lane | |
| **Zoning** (G) | C-2 | C-2/R-1 | | C-2 | | C-2 | |
| **Utilities Available** (H) | Water, Elec, Ph, Sewer, Gas | Water, Elec, Ph, Sewer, Gas | | Water, Elec, Ph, Sewer, Gas | | Water, Elec, Ph, Sewer, Gas | |
| **Encumbrances Easements, etc.** (I) | No Adverse | No Adverse | | No Adverse | | No Adverse | |
| **Off-Site Improvements** (J) | Paved Road | Paved Rd | | Paved Rd | | Paved Rd | |
| **On-Site Improvements** (K) | "As Vacant" | No Value | | Vacant | | Vacant | |
| Other Adj. (Specify) (L) | | | | | | | |
| (M) | | | | | | | |
| (N) | | | | | | | |
| **NET ADJUSTMENTS** | | (+)(-) | $ 0.00 | (+)(-) | $ 0.00 | (+)(-) | $ 0.00 |
| ADJUSTED INDICATED UNIT VALUE | | | $7.85 | | $7.81 | | $8.29 |

(B) TOTAL INDICATED VALUE OF SUBJECT LAND $8.00 ( $8.00 X 43,560 / Correlated Unit Value X Units ) $348,480 / $348,500 (R)

**COMMENTS:**

These three commercial land sales bracket a value for commercial land in the subject area. Sale 5 is larger in size and is located along Ringgold Road. Sale 6 is close in proximity to the subject property and is similar in size. Sale 7 is a commercial site off of Shallowford Road and is smaller in size compared to the subject property. The subject property is most similar to Sales 5 and 6 in location. Therefore, the subject property is valued at $8.00/sf.

**Total 1 Acres or 43,560 s.f.**

**17. EXPLANATION and/or BREAKDOWN OF LAND VALUES:**

**(A) VALUATION OF LAND**

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LAND | 43,560 | S.F. | [X] | F.F. | [ ] | ACRE | [ ] | LOT | [ ] | @ $ | 8.00 | (Average) Per Unit $ 348,480 |
| LAND | | S.F. | [ ] | F.F. | [ ] | ACRE | [ ] | LOT | [ ] | @ $ | | (Average) Per Unit $ |
| LAND | | S.F. | [ ] | F.F. | [ ] | ACRE | [ ] | LOT | [ ] | @ $ | | (Average) Per Unit $ |
| LAND | | S.F. | [ ] | F.F. | [ ] | ACRE | [ ] | LOT | [ ] | @ $ | | (Average) Per Unit $ |
| LAND | | S.F. | [ ] | F.F. | [ ] | ACRE | [ ] | LOT | [ ] | @ $ | | (Average) Per Unit $ |

REMARKS

1 acres or 43,560 s.f.

$348,480 Rounded to $348,500

**18. APPROACHES TO VALUE CONSIDERED**

(A) Indicated Value of [ ] Entire Tract [X] Part Affected from SALES COMPARISON APPROACH LandOnly $ 348,500

(B) Indicated Value of [ ] Entire Tract [X] Part Affected from COST APPROACH $ 359,700

(C) Indicated Value of [ ] Entire Tract [ ] Part Affected from INCOME APPROACH $

**(D) RECONCILIATION:** (Which approaches were given most consideration)

The sales comparison approach is used to value the land only of the subject tract. The cost approach is used to value the ancillary improvements acquired or affected. The income approach is not considered applicable for the land "as vacant". Therefore the cost approach is used.

**19. FAIR MARKET VALUE** of [ ] Entire Tract [X] Part Affected..... $ 359,700

**(A) TOTAL AMOUNT DUE OWNER** if [ ] Entire Tract [ ] Part Affected Acquired..... $

**(B) AMOUNT ATTRIBUTABLE TO:** Land $ 348,500 Improvements $ 11,200

REMARKS

Improvement 1 $5,650
Improvement 2 $1,300
Improvement 3 $2,800
Improvement 4 $900
Improvement 5 $550

Improvement Total $11,200

Land Value $348,500

Total Value $359,700

# PARTIAL ACQUISITION

20.

**VALUE OF ENTIRE TRACT.....** $359,700 FPA

**AMOUNT DUE OWNER IF ONLY PART ACQUIRED (Detail breakdown)**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| A. | | Land Acquired (Fee) | 3,802 | S.F. | X | Ac. | | @ $8.00 | $30,416 |
| | | Land Acquired (Fee) | | S.F. | | Ac. | | @ | |
| | | Drainage Esmt. | | S.F. | | Ac. | | @ | |
| | | Slope Esmt. | 1 | S.F. | X | Ac. | | @ $5.60 | $6 |
| | | Const. Esmt. | 958 | S.F. | X | Ac. | | @ $3.60 | $3,449 |

B. Improvements Acquired (Indicate which improvements by showing structure numbers)

| | |
|---|---|
| Asphalt Paving (Imp.1), Guard Rail (Imp.2), Sidewalk (Imp.3) | $9,750 |
| Curbing (Imp.4), Two Directional Signs (Imp.5) | $1,450 |
| C. Value of Part Acquired Land & Improvements (Sub-Total)..... | $45,071 |
| D. Total Damages (See Explanation, Breakdown and Support on Sheet 2A-9). | $0 |
| E. Sum of A, B and D: ..... | $45,071 |
| F. Benefits: (Explain and deduct from D. Amount must not exceed incidental damages).... | |
| G. TOTAL AMOUNT DUE OWNER; if only part is Acquired..... | $45,100 (R) |

21. VALUE OF REMAINDER (See 2A-9 for Documentation of Remainder Value)

A. LAND REMAINDER

| | | | | | | AMOUNT PER UNIT | | DAMAGES | | REMAINING |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | BEFORE | AFTER | % | $ | VALUE |
| Left | | S.F. | | Ac. | @ | | | | | |
| | | S.F. | | Ac. | @ | | | | | |
| | | S.F. | | Ac. | @ | | | | | |
| Right | 0.913 Ac. 39,758 | S.F. | X | Ac. | @ | $8.00 | $8.00 | | | $318,064 |
| | | S.F. | | Ac. | @ | | | | | |
| | | S.F. | | Ac. | @ | | | | | |

| | |
|---|---|
| REMAINDER VALUE OF LAND..... | $318,064 |
| LESS AMOUNT PAID FOR EASEMENTS IN ITEM 20A..... | $3,455 |
| LESS COST TO CURE (Line 20-D)..... | |
| TOTAL REMAINDER VALUE OF LAND..... | $314,609 |

B. IMPROVEMENTS REMAINDER

Improvement No. _____
Improvement No. _____
Improvement No. _____
Improvement No. _____
Improvement No. _____

| BEFORE VALUE | DAMAGES % | DAMAGES $ | REMAINING VALUE |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | |
|---|---|
| REMAINDER VALUE OF IMPROVEMENTS..... | |
| LESS COST TO CURE ITEMS..... | |
| TOTAL REMAINDER VALUE OF LAND & IMPROVEMENTS..... | $314,600 (R) |

REMARKS:
Differences Due To Rounding.

State Project No. 33LPLM-S1-166 County Hamilton Tract No. 26
Federal Project No. TAP-9213(7) Name of Appraiser J. Kip Miller

SUMMARY OF REMAINDER

APPRAISERS DESCRIPTION OF REMAINDER AND EXPLANATION OF DAMAGES OR BENEFITS

(Supplement to Items 20 and 21, Pages 2A-8)

A full narrative description of the remainder (s) must be given on all partial acquisitions. The after value estimates, both land and improvements shall be documented and supported by one or more of the applicable approaches to value.

**23. HIGHEST AND BEST USE AFTER ACQUISITION:**

Same as Before: Commercial as Improved / Commercial as Vacant

**24. DESCRIBE REMAINDER (S):**

The acquisition from the subject is for the U.S. Highway 41/S.R. 8 (Ringgold Road) corridor improvement project. The project is from Kingwood Drive to McBrien Road in East Ridge, Tennessee. The project will provide a sidewalk along the north side of Ringgold Road and a shared use path along the south side. The subject's whole remainder contains 10.933 acres. The remainder for the larger parcel contains 0.913 acre. The discussion of the remainder is for the remaining 0.913 acre of the part affected. The subject's remainder will continue with similar access and shape that it enjoyed in the before situation. The safety and aesthetics of the road way are to be improved with the construction of this project. The subject property has a large driveway off of Ringgold Road in the before situation. The plans indicate a proposed driveway to the subject in the after situation. The proposed driveway will be located at the same location and tie in with the existing driveway. The acquisition gets into one of the parking spaces but that this shouldn't be an issue considering the size and shape of the remainder. The larger parcel could be developed separately or could continue in support of the school. The proposed road improvement will have minor changes to the grade that are tied back to the original grade. Therefore, the commercial remainder will have the same market appeal as it had in the before situation.

The construction easement area is valued considering the current returns to real estate plus adding a risk rate for the unusual shared uses of the easement during the time period. Sale 6 in the market data brochure is currently under contract to be purchased for $400,000 and was offered as ground lease at $42,000/year indicating a 10.5% rate prior to the offer on the property. However, the sale of the $400,000 price for the property has not closed and is only used for information purposes. (Sale 6 sold price of $275,000/$42,000 lease offering = 15.27%.) Sale 6 is for an entire useable commercial vacant site. The subject easement area is for a smaller irregular area for competing uses during the 3 year period. An additional risk is added for this difference from a typical ground lease. Therefore, the easement is valued at 15%/year of fee value for the three-year (from start of construction) construction easement area or 45% of fee value.

The slope easement is valued at 70% considering the value paid for the construction easement plus the fact that it is a permanent easement. The slope easement will have 0 to 1' fills on a 3 to 1 slope for changes in grade along the drainage easement area.

| | | |
|---|---|---|
| **25. Amount of DAMAGE This Page To--2A-8, Item 20-D** | | None |
| **(A) Amount of BENEFITS This Page To--2A-8, Item 20-F** | | |

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.



ACQUISTION AND RINGGOLD ROAD FRONTAGE LOOKING EAST



ACQUISTION AND RINGGOLD ROAD FRONTAGE LOOKING WEST



ACQUISITION AREA LOOKING NORTH

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.



ACQUISTION OF WESTERN SIDE OF DRIVEWAY

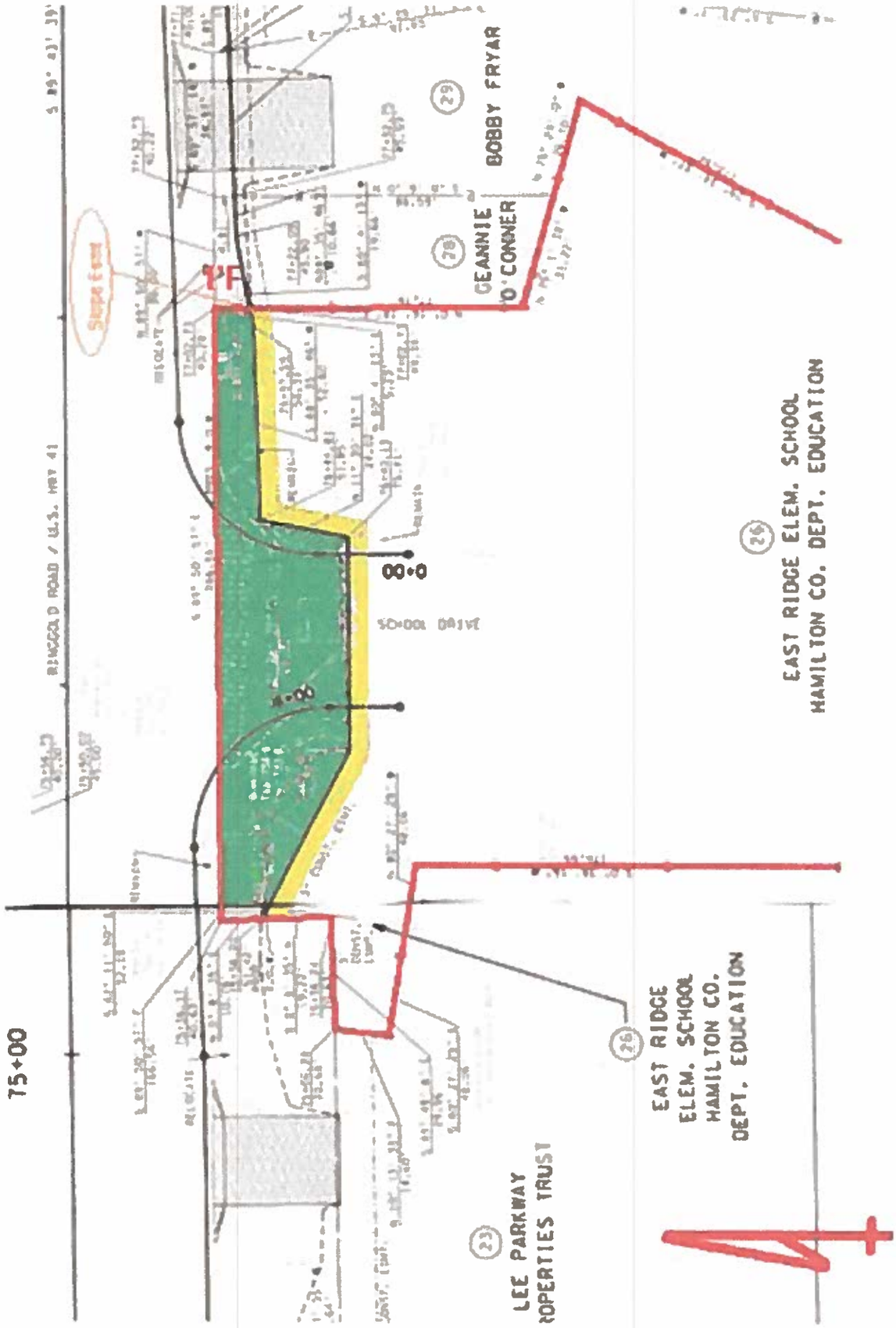


ACQUISTION AREA ALONG EASTERN SIDE OF DRIVEWAY



REMAINDER

# R.O.W. PLANS




State Project No. 33LPLM-S1-166 County Hamilton Tract No. 26

Federal Project No. TAP-9213(7) Name of Appraiser J. Kip Miller

## PURPOSE OF APPRAISAL

The purpose of the appraisal is to estimate the amount due the property owner as a result of acquisition of all, or a portion of, the property for a proposed highway right-of-way project. The value estimate in this report is based on market value. See "Definition of Market Value" below.

## DEFINITION OF MARKET VALUE

All estimates of value prepared for agency acquisitions shall be based on "market value" –as defined and set forth in the *Tennessee Pattern Jury Instructions* 2nd Edition to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied".

## PROPERTY RIGHTS APPRAISED

Property rights appraised are those of a Fee Simple Estate, defined as: "absolute ownership, unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." *The Appraisal of Real Estate, 14th ed. Chicago, IL. Page 5.*

The proposed acquisition consists of a fee acquisition and/or easement rights for the proposed construction of a highway. The easement rights, if any, consist of the acquisition of less than fee simple title and in these cases the extent of the property rights conveyed have been considered in arriving at the estimate of value.

Any and all liens have been disregarded. The property is assumed to be free and clear of all encumbrances except easements or other restrictions as noted on the title report or during physical inspection of the property and mentioned in this report.

## INTENDED USE

The intended use of this appraisal is to assist the City of East Ridge in Right-of-Way acquisition.

## INTENDED USER

The intended user of this report is the City of East Ridge.

NOTE: This appraisal is limited to the area affected by the acquisition for the proposed project and may consist of only a part of the whole property. In the event that the whole property is not appraised, the value for the portion appraised cannot be used to estimate the value of the whole by mathematical extension.

Plans for the proposed construction, including cross sections of cuts and fills for the subject property, have been considered in arriving at the estimate of market value.

## ATTACHMENTS

Sales information and/or other pertinent information, which is part of this appraisal report and referenced in the text of this appraisal, can be found:

_____ attached at the end of this report.

__X__ in a related market data brochure prepared for this project and which becomes a part of this report.

## SCOPE OF THE APPRAISAL

The City of East Ridge has requested an appraisal to estimate the market value of the property described herein for the purpose of acquisition or disposition. In accordance with the client's request, appropriate/required inspections and investigations have been conducted to gain familiarity with the subject of this report and the market in which it would compete if offered for sale.

Reliable data-subscription services have been utilized as the primary search tool for transfers of vacant land as well as improved properties. Deeds have been read and interviews with property owners and project-area real estate professionals conducted to the extent necessary to gain clarity and market perspective sufficient to develop credible opinions of use and value. Where construction costs are an integral part of the valuation pursuit, national cost services have been employed, but supplemented by local suppliers and contractors where necessary.

## SCOPE (Continued)

Applicable and customary approaches to value have been considered. Each of the traditional approaches to value has been processed or an explanation provided for the absence of one or more in the valuation of the subject property. For acquisition appraisals, furnished Right-of-Way plans have been utilized to visualize the property in an after-state where there is a remainder. Damages and/or special benefits have been considered for all remainders. As well, for acquisition appraisals, a "Formal" appraisal includes all real property aspects of the "Larger Parcel" as defined in this report or the tract as shown on the right-of-way plans, in the acquisition table, or extant on the ground at the time of inspection or date of possession. A "Formal Part-Affected" appraisal generally constitutes something less than a consideration of the entire tract, but in no way eliminates appropriate analyses, or diminishes the amount due owner had a "Formal" appraisal been conducted.

Acquisition appraisals are conducted in accordance with Tennessee's State Rule which asserts that the part acquired must be paid for and that special benefits can only offset damages.

The public improvement project or its anticipation cannot be considered in the "before" value estimate; however, when there is a "remainder", the public improvement project must be considered as to its influence on said remainder(CFR, Title 49, Subtitle A, Part 24, Subpart B, Sec. 24.103(b). Source: USPAP FAQ 212.

Applicable to Formal Part-Affected type of appraisal – when all the land and or/all improvements are not appraised, the appraisal report must disclose the existence of land and improvements as part of the property.

Reasonable exposure time is not a component of the definition for the value opinion being developed. Source: Standards Rule 1-2(c) Comment and Advisory Opinion 35 effective with 2016-2017 edition of USPAP.

## GENERAL LIMITING CONDITIONS & ASSUMPTIONS

This appraisal report has been made with the following general limiting conditions and assumptions:

(1) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

(2) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purposes by any person other than the party to whom it is addressed without the written consent of the appraiser and in any event, only with proper written qualification and only in its entirety.

(3) The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

(4) Neither all nor any part of the contents of this report (*especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected)* shall be dismissed to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

(5) The value estimate is based on building sizes and land areas calculated by the appraiser from exterior dimensions taken during the inspection of the subject property.

(6) No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

(7) The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

(8) Responsible ownership and competent property managements are assumed.

(9) The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

(10) All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

(11) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

(12) It is assumed that there is full compliance with all-applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

(13) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

(14) It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

(15) It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

(16) Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, area-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicted on the assumption that there is no additional materials on the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them or the costs involved to remove them. The appraiser reserves the right to revise the final value estimate if such substances are found on or in the property.

(17) The Americans with Disabilities Act ("ADA") became affective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in estimating the value of the subject property.

(18) The appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.

(19) The appraisal has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

# CERTIFICATE OF APPRAISER

I hereby certify that to the best of my knowledge and belief:

(1) The statements of fact contained in this report are true and correct.
(2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
(3) I have no (or the specified) present or prospective interest in the property that is the subject of this report, and no (or the specified) personal interest with respect to the parties involved.
(4) I have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment
(5) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
(6) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
(7) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors that cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
(8) My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*, *Uniform Act*, and TDOT *Guidelines for Appraisers*.
(9) I have made a personal inspection of the property that is the subject of this report. (If more than one person signs the certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property). I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were represented by the photographs contained in said appraisal and/or market data brochure.
(10) No one else provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)
(11) That I understand that said appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by

the City of East Ridge with [X] without [ ], the assistance of Federal-aid highway funds, or other Federal funds.

(12) That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.

(13) That any increase or decrease in the fair market value of real property prior to the date of valuation caused by the public improvement for which said property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.

(14) That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the City of East Ridge, the State Department of Transportation of said State or officials of the Federal Highway Administration and I will not do so until so authorized by City officials, or until I am released from this obligation

(15) That my analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. The appraisal was made and the appraisal report prepared in conformity with the Appraisal Foundation's Uniform Standards for Professional Appraisal.

(13) THAT the OWNER (Name) East Ridge Elementary School was contacted on (Date) 1-8-19 .

[ ] In Person [X] By Phone [ ] *By Mail, and was given an opportunity for her or his designated representative

(Name) Juan Moreno & Joe Galleta to accompany the appraiser during his or her inspection of the subject

property. The owner or his representative Declined [ ] Accepted [X] to accompany appraiser on (Date) 1-10-19 .
**If by mail attach copy to 2A-12*

Date(s) of inspection of subject 1-10-19

Date(s) of inspection of comparable sales 11-13-18

(14) That the centerline and/or right-of-way limits were staked sufficiently for proper identification on this tract.

(15) That the roadway cross sections were furnished to me and/or made available and have been used in the preparation of this appraisal.

(16) That my (our) opinion of the fair market value of the acquisition as of the 10th day of January , 2019.

is $45,100 Based upon my independent appraisal and the exercise of my professional judgment.

Appraiser's Signature J Kip Miller Date of Report 2-12-19

State of Tennessee Certified General Real Estate Appraiser License Number J. Kip Miller, CG-368

Additional Appraiser's Signature

State of Tennessee Certified Residential Real Estate Appraiser License CR-2948

As of the date of this report, I (J. Kip Miller, SRA) have completed the requirements of the continuing education program of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

# VACANT LAND

## MARKET DATA
(Sales & Rentals)

Address or General Location: 4209 Ringgold Road (out of TR 54)

Directions to Property: I-75 South to right on Ringgold Road to property on right just west of Dover Lane in East Ridge, Hamilton County, TN.

Tax Map and Parcel No.: 169 HF 017 | Book: 11500 | Page: 825 | Property Rights: Fee simple

Grantor: Katie Coulter | Grantee: Jacks Family Restaurants, LP

Date of Sale: 11-5-18 | Verified Consideration: $500,000 | Verified: Roland Renegar- Agent

Financing: Type: Cash | Interest Rate: N.A. | Terms: N.A.

MOTIVATION OF SALE: Commercial Land

## PHYSICAL CHARACTERISTICS

Land Area: Sq.Ft.: 64,033 | Acres: 1.47 | Dimensions: 183+'x348+'xIrr | Frontage: 183+' | Depth: 348+'

Shape: Rectangular | Site/View: Typical

Topography: Mostly Level | Access: Public 5-Lane

On-Site Improvements: Vacant

Encumbrances: (Easements, etc.): 20' Power and Communications easement

OFF SITE IMPROVEMENTS: Paved Street [X] Gravel Road [ ] Sidewalk [X] Curb [X] Gutters [X]

UTILITIES AVAILABLE: Water [X] Electric [X] Telephone [X] Gas [X] Sewer [X] Septic System [ ]

Zoning: C-2, R-1 | Highest and Best Use: Commercial

COMMENTS:

This is the purchase of 1.47 acres (Lot 3 Platted area P3 Book 114 Page 53) located along Ringgold Road in Chattanooga, Hamilton County, TN. The property has mostly level topography. The majority of the property is zoned C-2 with a small area at the rear of the property being zoned R-1. The property is improved with an older residence which contributes no value to the property as a commercial site. The property was purchased for a Jack's Family Restaurant. The property is located in the East Ridge Border Tax Region. Mr. Roland Renegar listed the property and stated that Jack's Family Restaurant LP will receive an incentive of $30,000 per year for 20 years for development of the property. Mr. Renegar stated that the property was also listed with the adjoining property 4207 Ringgold Road and was under contact for $975,000 for 2.38 acres or $9.40/SF. However, the sale did not close and only a 1.47 acre portion of the property was sold. The property was listed for sale for $575,000 and sold after 245 days on the market.

VERIFIED Sales Price..... $ 500,000

(1) Adj. for Property Rights Conveyed.....$ _____

(2) Adj. for Financing Terms.....$ _____

(3) Adj. for Conditions of Sale.....$ _____

CASH EQUIVALENT Sales Price of Comparable Sale..... $ 500,000

## ADJUSTED UNIT OF COMPARISON

$7.81 Per Sq. Ft. | $340,136 Per Acre | $2,732 Per F.F. | $500,000 Per Lot

State Project No.: 33LPLM-S1-166 | County: Hamilton | Sale or Rental No.: 5

Federal Project No.: TAP-9213(7) | Name of Appraiser: J. Kip Miller | Date: 11-13-18

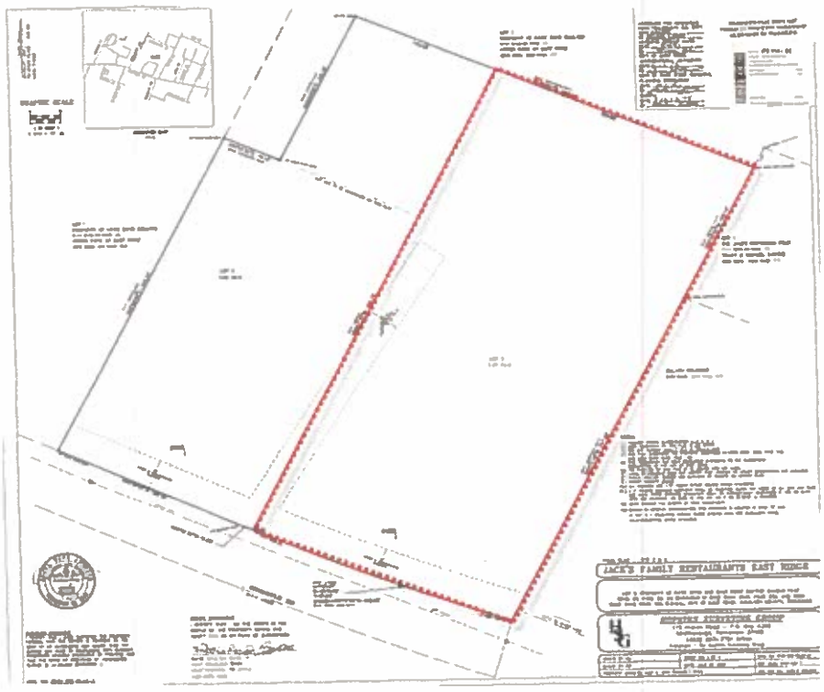
# PHOTOGRAPHS AND SKETCHS

## MARKET DATA

(Sales & Rentals)

ATTACH PHOTOGRAPH (S) Draw sketch of the tract showing boundary lines, land types, land values, road frontage, access roads, etc.





State Project No. 33LPLM-S1-166 County Hamilton Sale or Rental No. 5

Federal Project No. TAP-9213(7) Name of Appraiser J. Kip Miller Date 11-13-18

# VACANT LAND

## MARKET DATA
(Sales & Rentals)

Address or General Location: 5510 Ringgold Road

Directions to Property: I-75 South to right on Ringgold Road to property on left at Maxwell Road in East Ridge, Hamilton County, TN.

Tax Map and Parcel No.: 169 JH 018 | Book: 10917 | Page: 649 | Property Rights: Fee simple

Grantor: Lee Parkway Properties Trust | Grantee: C H Chen

Date of Sale: 11-21-16 | Verified Consideration: $275,000 | Verified: C H Chen

Financing: Type: Cash | Interest Rate: N.A. | Terms: N.A.

MOTIVATION OF SALE: Commercial Land

### PHYSICAL CHARACTERISTICS

Land Area: Sq.Ft.: 37,461 | Acres: 0.86 | Dimensions: 250'x150' | Frontage: 250' | Depth: 150'

Shape: Rectangular | Site/View: Typical

Topography: Level | Access: Public 5-Lane

On-Site Improvements: Vacant

Encumbrances: (Easements, etc.): Flood Zone AE

OFF SITE IMPROVEMENTS: Paved Street [X] | Gravel Road [ ] | Sidewalk [X] | Curb [X] | Gutters [X]

UTILITIES AVAILABLE: Water [X] | Electric [X] | Telephone [X] | Gas [X] | Sewer [X] | Septic System [ ]

Zoning: C-2 | Highest and Best Use: Commercial

COMMENTS:

This is the purchase of a 0.86 acre site located along Ringgold Road in Chattanooga, Hamilton County, TN. The property contains 250' of frontage along Ringgold Road and 150' of frontage along Maxwell Road. The entire property is located in flood zone AE. The property is improved with asphalt paving. The property was purchased for investment purposes. The property was offered for lease at $3,500/Monthly or $1.12/SF Annually after the sale. However, according to Mr. Chen the property is currently under contract to be purchased for $400,000 or $10.68/SF with the potential buyers wanting to close on the property in March or April. There was a prior transfer of the property on 9-16-15 for $147,500 by quit claim deed. (Book 10599 Page 439) The prior sale is not considered to be an arm's length transaction.

VERIFIED Sales Price..... $ 275,000

(1) Adj. for Property Rights Conveyed.....$ _____

(2) Adj. for Financing Terms.....$ _____

(3) Adj. for Conditions of Sale.....$ _____

CASH EQUIVALENT Sales Price of Comparable Sale..... $ 275,000

### ADJUSTED UNIT OF COMPARISON

$7.34 Per Sq. Ft. | $319,767 Per Acre | $1,100 Per F.F. | $275,000 Per Lot

State Project No.: 33LPLM-S1-166 | County: Hamilton | Sale or Rental No.: 6

Federal Project No.: TAP-9213(7) | Name of Appraiser: J. Kip Miller | Date: 11-13-18

# PHOTOGRAPHS AND SKETCHS

## MARKET DATA

(Sales & Rentals)

ATTACH PHOTOGRAPH (S) Draw sketch of the tract showing boundary lines, land types, land values, road frontage, access roads, etc.






| | | | | | | | |
|---|---|---|---|---|---|---|---|
| State Project No. | 33LPLM-S1-166 | County | Hamilton | Sale or Rental No. | 6 |
| Federal Project No. | TAP-9213(7) | Name of Appraiser | J. Kip Miller | Date | 11-13-18 |

# VACANT LAND

## MARKET DATA
(Sales & Rentals)

Address or General Location 102 Jordan Drive

Directions to Property South on I-75 to right on Shallowford Road to right on Jordan Drive to property on right in Chattanooga, Hamilton County, TN.

Tax Map and Parcel No. 148 DE 005.07 Book 11315 Page 874 Property Rights Fee simple

Grantor Chung Yuen Liu Trustee Grantee Dressler Real Estate Corporation

Date of Sale 4-6-18 Verified Consideration $219,000 Verified Linda Spencer - Agent

Financing: Type Cash Interest Rate N.A. Terms N.A.

MOTIVATION OF SALE Commercial

## PHYSICAL CHARACTERISTICS

Land Area: Sq.Ft. 27,007 Acres 0.62 Dimensions 333'x225'xIrr Frontage 333' Depth 225'

Shape Irregular Site/View Typical

Topography Level Access Public 2-Lane

On-Site Improvements Vacant

Encumbrances: (Easements, etc.) No Adverse easements or encroachments noted.

OFF SITE IMPROVEMENTS: Paved Street [X] Gravel Road [ ] Sidewalk [ ] Curb [X] Gutters [X]

UTILITIES AVAILABLE: Water [X] Electric [X] Telephone [X] Gas [X] Sewer [X] Septic System [ ]

Zoning C-2 Highest and Best Use Commercial

COMMENTS:

This is the purchase of a 0.62 acre site located along Jordan Drive off of Shallowford Road in Chattanooga, Hamilton County, TN. The property has level topography and is vacant. The property was listed for sale for $245,000 and sold after 558 days on the market. The property was purchased for a future training center site.

VERIFIED Sales Price..... $ 219,000

(1) Adj. for Property Rights Conveyed.....$ _____

(2) Adj. for Financing Terms.....$ _____

(3) Adj. for Conditions of Sale.....$ _____

CASH EQUIVALENT Sales Price of Comparable Sale..... $ 219,000

## ADJUSTED UNIT OF COMPARISON

$8.11 Per Sq. Ft. $353,226 Per Acre $658 Per F.F. $219,000 Per Lot

State Project No. 33LPLM-S1-166 County Hamilton Sale or Rental No. 7

Federal Project No. TAP-9213(7) Name of Appraiser J. Kip Miller Date 11-13-18

# PHOTOGRAPHS AND SKETCHS

## MARKET DATA

(Sales & Rentals)

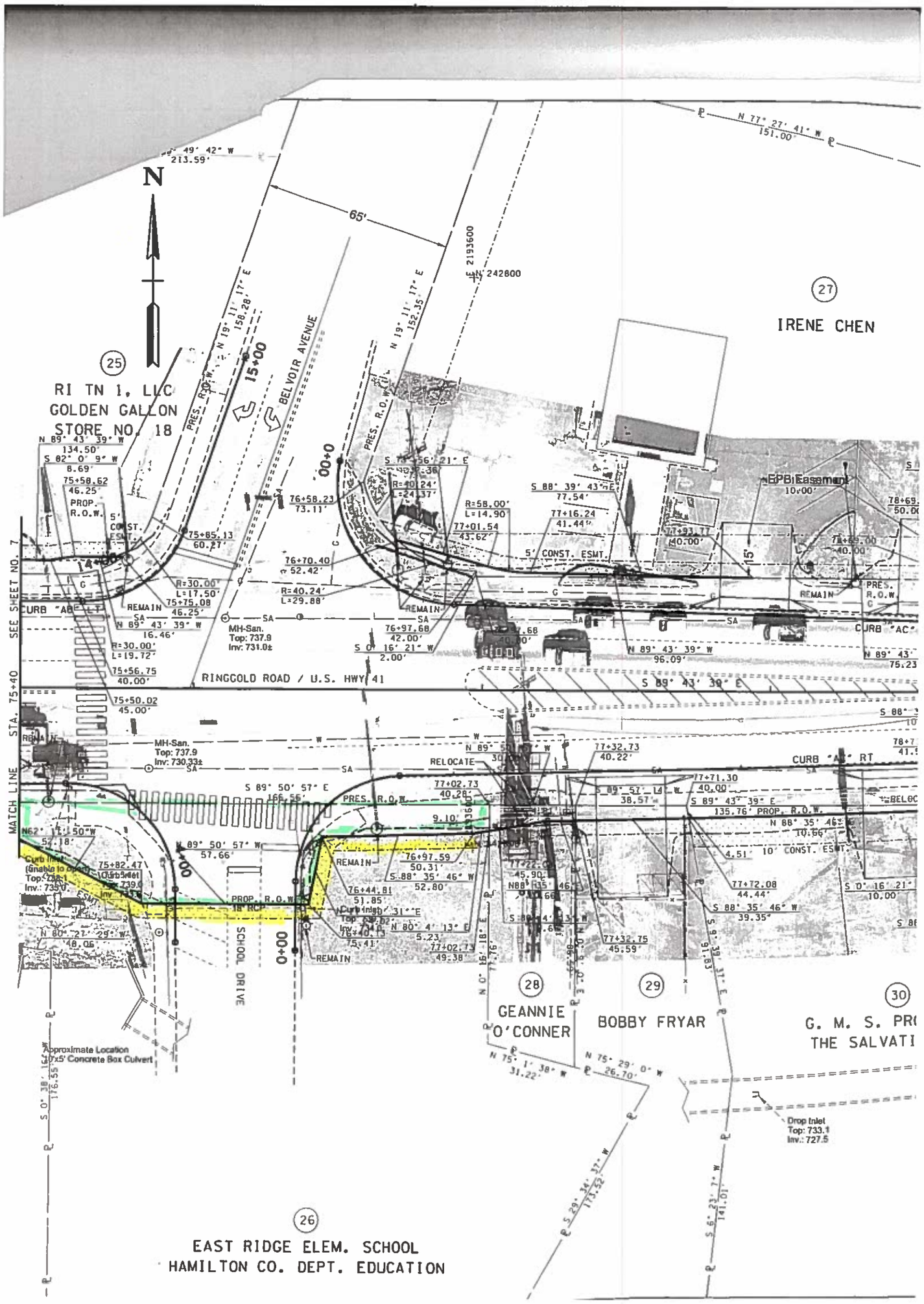
ATTACH PHOTOGRAPH (S) Draw sketch of the tract showing boundary lines, land types, land values, road frontage, access roads, etc.






State Project No. 33LPLM-S1-166 County Hamilton Sale or Rental No. 7

Federal Project No. TAP-9213(7) Name of Appraiser J. Kip Miller Date 11-13-18


N
(25)
RI TN 1, LLC
GOLDEN GALLON
STORE NO. 18
(27)
IRENE CHEN
BELVOIR AVENUE
RINGGOLD ROAD / U.S. HWY 41
SCHOOL DRIVE
SEE SHEET NO. 7
STA. 75+40
MATCH LINE
EPB Easement
10.00'
5' CONST. ESMT.
10' CONST. ESMT.
PROP. R.O.W.
PRES. R.O.W.
REMAIN
RELOCATE
CURB "AB" LT
CURB "AC" RT
MH-San.
Top: 737.9
Inv: 731.0±
Inv: 730.33±
Curb Inlet
(Unable to check)
Top: 738.1
Inv.: 735.0
Drop Inlet
Top: 733.1
Inv.: 727.5
18" RCP
Approximate Location
7'x5' Concrete Box Culvert
(28)
GEANNIE
O'CONNER
(29)
BOBBY FRYAR
(30)
G. M. S. PR
THE SALVATI
(26)
EAST RIDGE ELEM. SCHOOL
HAMILTON CO. DEPT. EDUCATION

C. Presentation and Discussion - Jason Atkins, 1 Vision Media

**Hamilton County Department of Education**
**3074 Hickory Valley Road**
**Chattanooga, Tennessee 37421**

**MEMORANDUM**

TO: Hamilton County Board of Education

FROM: Steve Highlander, District 9 and Tucker McClendon, District 8

DATE: June 20, 2019

RE: 1 Vision Media Presentation

Jason Atkins of 1 Vision Media will speak to the Board in regard to a video board and profession AV services for Ooltewah High School.

D. **Renaming of the CSAS Basketball Court and the Orchestra Room

CHATTANOOGA SCHOOL FOR THE ARTS AND SCIENCES

Dear Board Members,

CSAS would like to name two of our facilities for teachers who have dedicated many years to our community and have produced incredible results along the way. We would like to name our basketball court after our long time coach, Mark Dragoo and our orchestra room after our teacher/conductor, Gary Wilkes. I have shared some of the many wonderful things with Chairman Wingate and Mrs. Robinson about these two honorees. I hope you will consider making the naming of these facilities official so that they may enjoy them in their final year at CSAS.

Sincerely,

The Committee

**Jim Boles, Principal**
**Tiffanie Robinson, Board Member**
**Dr. Julia Gaines, Assistant Principal**
**Carmen Veller, Assistant Principal**
**Zach Wyatt, Parent**
**Amy Freeman, Faculty**
**Jeff Covington, Community Member**
**Karen Long, Parent**

865 East Third Street, Chattanooga, Tennessee 37403
phone (423) 498-6845 • Elementary Fax (423) 209-5817 • Secondary Fax (423) 209-5831

# Petition to Hamilton County Schools to name the Upper School CSAS Gym Floor in Honor of Coach Mark Dragoo

| | Name | Signature |
|---|---|---|
| 1 | Johnnie F Richardson | |
| 2 | Yalila Lourenco | |
| 3 | Niki Keck | |
| 4 | Kawanna Potier | |
| 5 | Daniel Morgan | |
| 6 | Chelsea Glass | |
| 7 | Anita Varava | |
| 8 | Ron Nance | |
| 9 | Kelly Davis | |
| 10 | Gina Veller | |
| 11 | Benjamin Schulz | |
| 12 | Janie Fossett | |
| 13 | Jeremy Barrett | |
| 14 | Christy Johnson | |
| 15 | April Wyatt | |
| 15 | Chris Hendrix | |
| 16 | Kevin Aslinger | |
| 17 | Amy Freeman | |

| | | |
|---|---|---|
| 18 | Jenna Freman | |
| 19 | Rena Walton | |
| 20 | DOMINIQUE BLACKBURN | |
| 21 | Jenny Wells | |
| 22 | Teresa Harrison | |
| 23 | Michael Kortum | |
| 24 | Laura Jetton | |
| 25 | Brittney Hamilton | |
| 26 | Carmen Veller | |
| 27 | Miriam Arnold | |
| 28 | Jim Hunt | |
| 29 | Jim Barn | |
| 30 | Gary Wilkes | Gary Wilkes |
| 31 | Cortney Warner | |
| 32 | LAURA LEWIS | |
| 33 | Tim Edwards | |
| 34 | LaTarsha Collier | |
| 35 | Krishin Burns | |
| 36 | Tina Johnson | |
| 37 | Aimee Penland | |
| 38 | Latieia Vaughn | |
| 39 | Diane Huseman | |
| 40 | Abby Bryant | |

| | | |
|---|---|---|
| 41 | Michelle R. Howell | Michelle R. Howell |
| 42 | Jack L. Johnson | |
| 43 | Natalia Briggs | N. Briggs |
| 44 | Whitney Alley | |
| 45 | Carmen Womack | |
| 46 | Laura Sport | |
| 47 | Kaylan Reinisch | |
| 48 | Autum McCamish | |
| 49 | William Bowser | William P. Bowser |
| 50 | Kandice Turnmire | Kandice Turnmire |
| 51 | Addie McCallie | Addie McCallie |
| 52 | DEBORAH TUCKER | |
| 53 | Ann-Marie Fitz Simmon | |
| 54 | DAVID BUTLER | |
| 55 | DR JULIA L GAILLARD | |
| 56 | DAN LINER | Dan Liner |
| 57 | Andrew Ball | |
| 58 | Maria Ball | Maria Ball |
| 59 | Aisha Allen | Aisha Allen |
| 60 | Paul Meyners | Paul Meyners |
| 61 | | |
| 62 | Brandon Lowry | Brandon Lowry |
| 63 | Jim Boles | |

# Petition to Hamilton County Schools to name the Orchestra Room in Honor of Gary Wilkes

| | Name | Signature |
|---|---|---|
| 1 | Lauren Tolbert | Lauren R. Tolbert |
| 2 | Rena Walton | Rena Walton |
| 3 | Jenny Wells | Jenny Wells |
| 4 | DOMINIQUE BLACKBURN | DBlackburn |
| 5 | Jennett Lockman | Jennett L |
| 6 | Josh Goslowsky | JGos |
| 7 | Jenna Wilson | |
| 8 | Autum McCamish | Autum McCamish |
| 9 | Kaylan Reinisch | Kaylan Reinisch |
| 10 | Amy Freeman | Amy Freeman |
| 11 | Karen Long | Karen Long |
| 12 | Aisha Allen | Aisha Allen |
| 13 | Tyris Nelson | |
| 14 | LAURA LEWIS | LLewis |
| 15 | Carmen Veller | |
| 15 | William Bowser | William P. Bowser |
| 16 | Jeremy Barrett | |
| 17 | Tim Acree | |

| | Name | Signature |
|---|---|---|
| 18 | Emily Mitchell | Emily Mitchell |
| 19 | Cortney Warner | Warner |
| 20 | Kevin Ashinger | |
| 21 | Jim Hunt | Jim Hunt |
| 22 | Michael Kortum | |
| 23 | Brittany LaMay | |
| 24 | Soeung Chov | |
| 25 | Davis Mounger | Davis Mounger |
| 26 | Daniel Morgan | |
| 27 | Chelsea Glass | |
| 28 | Zach Dragoo | |
| 29 | Johnnie F Richardson | |
| 30 | Kawanna Potier | Potier |
| 31 | Kandice Turnmire | Kandice Turnmire |
| 32 | Aimee Penland | |
| 33 | Niki Keck | |
| 34 | Ann-Marie Fitzsimmons | |
| 35 | Gena Hartman | Gena Hartman |
| 36 | Kelly Davis | |
| 37 | Gina Veller | |
| 38 | Trinidee King | Trinidee King |
| 39 | Genesis Patton | |
| 40 | Ron Nance | |

Yes!

| | name | signature |
|---|---|---|
| 41 | Gloria J Pickens | |
| 42 | William C. Fraser, Jr | |
| 43 | | Melanie Latham |
| 44 | Kim Fraser | |
| 45 | Joey Latham | |
| 46 | Josh Creek | |
| 47 | Ben Schultz | |
| 48 | Robin Barnes | Robin Barnes |
| 49 | Tariq Barnes | |
| 50 | Susan Fraser | Susan Fraser |
| 51 | Patrick Avery | |
| 52 | Roger Kincer | |
| 53 | LONNIE BOCK | L.E. Bock |
| 54 | Uma KRISHNAMOORTHY | |
| 55 | Colleen Avery | |
| 56 | Teresa Harrison | Teresa Harrison |
| 57 | Tammy Dorsey | |
| 58 | Christopher Dorsey | |
| 59 | Scott Pell | |
| 60 | Katie Ashby | |
| 61 | William Rabe | |
| 62 | Amy Castle | |
| 63 | Shelly Wayne | |

| | | |
|---|---|---|
| 64 | Paige Kincer | |
| 65 | Zachary Webber | |
| 66 | Kristy Webber | |
| 67 | Heather Hicks | |
| 68 | Jim Hicks | |
| 69 | Tina Whaley | |
| 70 | Camilla Albarakat | |
| 71 | Chloe Carney | |
| 72 | Brinley Screws | |
| 73 | Riley Craig | |
| 74 | Chris Ramsey | |
| 75 | Robert Holekamp | |
| 76 | Tyler Woolf | |
| 77 | Jeffrey Chen | |
| 78 | Brennan Bagli | |
| 79 | Shiv Brahmbhatt | |
| 80 | Luke Burke | |
| 81 | Sophia albaraket | |
| 82 | Jahlil White | |
| 83 | Alex Henderson | |
| 84 | Amy Nichols | |
| 85 | Joseph Nichols | |
| 86 | Loeung Dean | |

| | Name | Signature |
|---|---|---|
| 87 | Mike Conley | |
| 88 | Jim Boles | |
| 89 | | |
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X. Information Only

A. Legal Services Report

**Hamilton County Department of Education**
**Operations Office**
**3074 Hickory Valley Rd**
**Chattanooga, TN 37421**
**(423) 498-7023**

# Memorandum

To: Hamilton County Board of Education

Bryan Johnson, Ed.D.
Superintendent

From: Dr. Ken Bradshaw. Ed.D.
Chief Operations Officer

Date: June 20, 2019

Re: May 2019 Legal Services Summary

The following reflects the legal fees paid for the month of May.

| | |
|---|---|
| Bennett & DeCamp, PLLC | $20,000.00 |
| **TOTAL** | **$20,000.00** |

XI. Events/Announcements

# Events and Announcements
# June 20, 2019

A. July 4, 2019 - Independence Day
CO Closed

B. July 18, 2019 - School Board Meeting
Regular Session 5:30 p.m.

XII. Adjourn