WASHINGTON COUNTY
BOARD OF EDUCATION

June 3, 2021

5:30 PM

Central Office

I. **CALL TO ORDER**
II. **CONSIDERATION OF CONSENT AGENDA**
   A. **Approval of Minutes - May 4, 8, 13, 26, 2021**
   B. **Financials**
   C. **Overnight Trip Requests**
   D. **Release RFP for Beverage Vendor**
   E. **Acceptance of recommendations of bids for tires, motor oil, duplicating paper bids, door hardware for West View**
   F. **Approval to release bids for Fall Branch and Sulphur Springs door hardware; to repaint ROTC building at David Crockett High School**
   G. **Acceptance of TOSHA Report**
   H. **Surplus Items**
   I. **Transfer of two mini buses to Sheriff's Department**
   J. **Workers Comp and Liability Insurance Renewal with Liberty Mutual and KeyRisk**
   K. **Request funds from the County Commission for replacement or repair of stadiums at Daniel Boone High and David Crockett High**
III. **CONSIDERATION OF MEETING AGENDA**
IV. **RECOGNITIONS**
   A. **Daniel Boone High Track & Field State Champions**
   B. **Recognition of Deputy Richard Cox**
V. **DIRECTOR'S REPORT**
   A. **Summer Pay Rates**
   B. **Update on Summer Learning Camps**
   C. **Enrollment Update**
   D. **Gifts and Bequests Report**
   E. **Expenses & Reimbursements Policy Review with Per Diem Rates**
   F. **Personnel Report**
   G. **Facilities Updates**
   H. **Field Trips Report**
   I. **Other**
VI. **General Fund FY21 Year Ending Budget Amendment**
VII. **Chemistry Department Chemical Disposal**
VIII. **Approval of policies on first reading**

A. **5.310 Vacation & Holidays**
B. **4.605 Graduation Requirements**

IX. **NEW BUSINESS**

X. **ADJOURNMENT**

RECEIVED 5/21/21

WASHINGTON COUNTY DEPARTMENT OF EDUCATION

Jonesborough, Tennessee

School Educational **OVERNIGHT** Trip Authorization*

5/20/2021
Date of Request

School Daniel Boone High School Date of Trip 6/19/2021 - 6/25/2021

Estimated Time of Departure 7AM on 6/19/2021 and Return 11PM on 6/25/2021

Total Time Away 6 Days

Destination(include location) Georgia National Fairgrounds Perry, GA

Teacher Leann Little Turner Class n/a (FFA) Grade 10th

Chaperones Stacy Weiberg
Amy Black

Number of Students Involved 2

Estimated Total Miles (Both Ways) of Trip 760

Bus Driver n/a Bus Number n/a

Will the chaperones have a list (roll) that they are responsible for? Yes

As you plan the trip, will all children be given instructions as to what they should do if they become separated (lost) from the group? Yes

Will you have on file parental release forms signed by parents or legal guardians? Yes

Explain the educational value of this trip:
Students will be exhibiting the cattle they have cared for as part of their Supervised Agricultural Experience at a National Level. In addition to showing, they will be attending educational sessions which help them gain a wealth of knowledge about nutrition, genetics, and grooming of cattle. The students will also be participating in various competitions including public speaking, job interview, team fitting, and quiz bowl. Additionally, these young ladies will undoubtedly network & build relationships with "cattle kids" from all across the United States.

Total Cost Estimate:

Plans for meeting the costs: Expenses are covered by parents, cattle owners, and Mrs. Turner.

***Parents are responsible for transporting, feeding, and housing their own child for the duration of the trip! Mrs. Turner will be hauling only the cattle.

Transportation cost for education trips shall be calculated in the following manner:

$8.00 per hour for driver (2 hour minimum)
1.00 per hour to cover fixed charges (SS, Retirement, etc.)
$9.00 Total to be remitted to the Central Office

Reimbursement for the bus an dfuel shall be made at the rate of $.75 per mile.

Jim Campbell
Principal's Signature

5/20/21
Date

APPROVED
BY THE DIRECTOR OF SCHOOLS

Director of Schools Signature

5/24/2021
Date

*Refer to Board Policy 4.302

RECEIVED 5/24/21 JM

WASHINGTON COUNTY DEPARTMENT OF EDUCATION

Jonesborough, Tennessee

School Educational **OVERNIGHT** Trip Authorization*

May 21
Date of Request

School David Crockett Date of Trip June 6-9

Estimated Time of Departure 7:00 Am and Return 10:00 pm

Total Time Away 3 days

Destination(include location) Johnson University (Knoxville)

Teacher Thomas Gouge Class Coach Grade 9-12

Chaperones Jerry Day
Emily Sizemore
James Howerton

Number of Students Involved 14

Estimated Total Miles (Both Ways) of Trip 150

Bus Driver Jerry Day Bus Number 39

Will the chaperones have a list (roll) that they are responsible for? Yes

As you plan the trip, will all children be given instructions as to what they should do if they become separated (lost) from the group? Yes

Will you have on file parental release forms signed by parents or legal guardians? yes

Explain the educational value of this trip:

Summer Camp for basketball team (Girls)

Total Cost Estimate: $ 800

Plans for meeting the costs: funds previously raised for this purpose

Transportation cost for education trips shall be calculated in the following manner:

$8.00 per hour for driver (2 hour minimum)
1.00 per hour to cover fixed charges (SS, Retirement, etc.)
$9.00 Total to be remitted to the Central Office

Reimbursement for the bus an dfuel shall be made at the rate of $.75 per mile.

Principal's Signature — Date 5-21-21

APPROVED
BY WC DIRECTOR OF SCHOOLS

Director of Schools Signature — Date 5/24/21

*Refer to Board Policy 4.302

RECEIVED 5/24/2010

WASHINGTON COUNTY DEPARTMENT OF EDUCATION

Jonesborough, Tennessee

School Educational **OVERNIGHT** Trip Authorization*

May 21
Date of Request

School DAVID Crockett Date of Trip June 10-12

Estimated Time of Departure 7:00 Am. and Return

Total Time Away

Destination(include location) UNC Asheville

Teacher Cody Connell Class Grade

Chaperones Scot Bitton Number of Students Involved 12

Jonah Nickins Estimated Total Miles (Both Ways) of Trip 130

Bus Driver Vans 90:91 Bus Number

Will the chaperones have a list (roll) that they are responsible for? Yes

As you plan the trip, will all children be given instructions as to what they should do if they become separated (lost) from the group? Yes

Will you have on file parental release forms signed by parents or legal guardians?

Explain the educational value of this trip:

Team Camp : Instructional CAMP

Total Cost Estimate: $1175

Plans for meeting the costs:

Funds raised for camp

Transportation cost for education trips shall be calculated in the following manner:

$8.00 per hour for driver (2 hour minimum)
1.00 per hour to cover fixed charges (SS, Retirement, etc.)
$9.00 Total to be remitted to the Central Office

Reimbursement for the bus an dfuel shall be made at the rate of $.75 per mile.

Principal's Signature — Date 5-21-21

APPROVED
BY WC DIRECTOR OF SCHOOLS

Director of Schools Signature — Date 5/24/21

*Refer to Board Policy 4.302

RECEIVED 5/24/21

WASHINGTON COUNTY DEPARTMENT OF EDUCATION

Jonesborough, Tennessee

School Educational **OVERNIGHT** Trip Authorization*

5/18/21
Date of Request

School DCHS Date of Trip June 14-16

Estimated Time of Departure 9:30 am 6/14 and Return 2:00pm 6/16

Total Time Away 3 days / 2 nights

Destination(include location) Walden Lodge Sevierville, TN

Teacher Josh Conger Class Agriculture / FFA Grade 9-12
Amy Collette

Chaperones Number of Students Involved 6
Estimated Total Miles (Both Ways) of Trip 190

Bus Driver n/A Bus Number n/A
School van School van

Will the chaperones have a list (roll) that they are responsible for? yes

As you plan the trip, will all children be given instructions as to what they should do if they become separated (lost) from the group? yes

Will you have on file parental release forms signed by parents or legal guardians? yes

Explain the educational value of this trip:
DCHS FFA Officer Leadership Training Camp: Learning to do, doing to learn, earning to live. DCHS FFA newly appointed officer team will attend a leadership camp to develop their leadership skills as an individual and a team to help direct DCHS FFA members for the 2021-2022 school year. They will also plan out our ffa POS for the upcoming school year

Total Cost Estimate: Ø - we have a credit from cancellation of last years officer retreat

Plans for meeting the costs: - through FFA account

Transportation cost for education trips shall be calculated in the following manner:

$8.00 per hour for driver (2 hour minimum)
1.00 per hour to cover fixed charges (SS, Retirement, etc.)
$9.00 Total to be remitted to the Central Office

Reimbursement for the bus an dfuel shall be made at the rate of $.75 per mile.

Principal's Signature — Date: 5-21-21

APPROVED
BY WC DIRECTOR OF SCHOOLS

Director of Schools Signature — Date: 5/24/21

*Refer to Board Policy 4.302

RECEIVED 5/24/21 BM

WASHINGTON COUNTY DEPARTMENT OF EDUCATION

Jonesborough, Tennessee

School Educational **OVERNIGHT** Trip Authorization*

May 24
Date of Request

School David Crockett Date of Trip June 17-19

Estimated Time of Departure 7:00 AM (17th) and Return 10:00 pm (19th)

Total Time Away 3 days

Destination(include location) University of Cumberlands (Corbin Kent.)

Coach ~~Teacher~~ Thomas Gouge ~~Class~~ Girls Basketball Grade 5-12

Chaperones Jerry Day
Emily Sizemore
James Howerton

Number of Students Involved 14

Estimated Total Miles (Both Ways) of Trip 300

Bus Driver Jerry Day Bus Number ~~[illegible]~~ 39

Will the chaperones have a list (roll) that they are responsible for? Yes

As you plan the trip, will all children be given instructions as to what they should do if they become separated (lost) from the group? Yes

Will you have on file parental release forms signed by parents or legal guardians? Yes

Explain the educational value of this trip:
Give the girls opportunity to play competition to prepare for upcoming season

Total Cost Estimate: $1800

Plans for meeting the costs: Funds raised ~~[illegible]~~ previously for this purpose.

Transportation cost for education trips shall be calculated in the following manner:

$8.00 per hour for driver (2 hour minimum)
1.00 per hour to cover fixed charges (SS, Retirement, etc.)
$9.00 Total to be remitted to the Central Office

Reimbursement for the bus an dfuel shall be made at the rate of $.75 per mile.

Peggy Wright — 5-21-21
Principal's Signature — Date

APPROVED
DIRECTOR OF SCHOOLS

*Refer to Board Policy 4.302

Director of Schools Signature — Date 5/24/21

RECEIVED 5/24/21 [illegible]

WASHINGTON COUNTY DEPARTMENT OF EDUCATION

Jonesborough, Tennessee

School Educational **OVERNIGHT** Trip Authorization*

May 21
Date of Request

School David Crockett Date of Trip June 21 – 23

Estimated Time of Departure 7:00 pm (21st) and Return

Total Time Away

Destination(include location) Lee University (Cleveland Tenn)

~~Teacher~~ Coach Thomas Gouge ~~Class~~ Girls Basketball Grade 7-12

Chaperones Jerry Day
Emily Sizemore
James Howerton

Number of Students Involved 14

Estimated Total Miles (Both Ways) of Trip 350

Bus Driver Jerry Day Bus Number 39

Will the chaperones have a list (roll) that they are responsible for? yes

As you plan the trip, will all children be given instructions as to what they should do if they become separated (lost) from the group? yes

Will you have on file parental release forms signed by parents or legal guardians? yes

Explain the educational value of this trip:

Give the girls an opportunity to play other competition

Total Cost Estimate: $ 1200

Plans for meeting the costs: Funds raised previously for this purpose

Transportation cost for education trips shall be calculated in the following manner:

$8.00 per hour for driver (2 hour minimum)
1.00 per hour to cover fixed charges (SS, Retirement, etc.)
$9.00 Total to be remitted to the Central Office

Reimbursement for the bus an dfuel shall be made at the rate of $.75 per mile

Principal's Signature — Date: 5-21-21

APPROVED
BY WC DIRECTOR OF SCHOOLS

Director of Schools Signature — Date: 5/24/21

*Refer to Board Policy 4.302

RECEIVED 5/24/21 JM

WASHINGTON COUNTY DEPARTMENT OF EDUCATION

Jonesborough, Tennessee

School Educational **OVERNIGHT** Trip Authorization*

MAY 21
Date of Request

School Davis Crockett Date of Trip June 24-26

Estimated Time of Departure 7:00 AM and Return

Total Time Away

Destination(include location) Marshall.

Teacher Cody Cornell Class Grade

Chaperones Scot Britton Number of Students Involved 12

Josh Nickles Estimated Total Miles (Both Ways) of Trip 400

Bus Driver VANS 90 & 91 Bus Number

Will the chaperones have a list (roll) that they are responsible for?

As you plan the trip, will all children be given instructions as to what they should do if they become separated (lost) from the group?

Will you have on file parental release forms signed by parents or legal guardians?

Explain the educational value of this trip:

Team Camp: Instructional Camp

Total Cost Estimate: $835

Plans for meeting the costs:

Funds raised for camp

Transportation cost for education trips shall be calculated in the following manner:

$8.00 per hour for driver (2 hour minimum)
1.00 per hour to cover fixed charges (SS, Retirement, etc.)
$9.00 Total to be remitted to the Central Office

Reimbursement for the bus an dfuel shall be made at the rate of $.75 per mile.

Peggy Wright
Principal's Signature

5-21-21
Date

APPROVED
BY WC DIRECTOR OF SCHOOLS

*Refer to Board Policy 4.302

Director of Schools Signature

5/24/21
Date

Mr. Jerry S. Boyd
Director Of Schools

405 W. College St.
Jonesborough, TN 37659
Phone (423) 753-1100

REQUEST FOR PROPOSALS

Beverage proposal for Washington County, TN Schools

The following items are requested needs for the proposal:

1. Update and maintain product logos for all current scoreboards.
2. Provide $ _____ sponsorship per year.
3. Provide $ _____ for scholarships per year.
4. Provide $ _____ for scoreboard purchases per year.
5. Pay rebate of $ _____ per case on purchases through concessions.
6. Provide the commission rates for sold items.
7. Provide _____ complimentary cases of products per year for Central Office Board Meetings.

We appreciate the opportunity to receive your proposal to serve our community through being a partner with your organization.

Board of Directors

Annette Buchanan
Jason Day
Mary Beth Dellinger

Keith Ervin
Chad Fleenor
David Hammond

Mitch Meredith
Mike Masters
Whitney Riddle

Bid Tabulation

Door Hardware

Washington County Dept of Education

Bid Opening: 2:00 PM EST, Thursday June 3, 2021

Bidding Firm	Number	Type	Cost per Item	Total
Trimble Company	30	Mortise Licks, Double Cylinder, Classroom Security 21-VO1XEM8 VN1L 26D	$379	$11,
	12	Privacy Mortise Locks V21 8265 Vn1L with Indicator 26D	$327	$3,9
	20	Office Mortise Locks 21 8250 WTL 26D	$259	$5,9
	18	Rim Exit Device 8800 with trim cylinder dog down	$584	$10,
Appalachian Commercial Products, LLC	30	Mortise Licks, Double Cylinder, Classroom Security 21-VO1XEM8 VN1L 26D	$450	$13,
	12	Privacy Mortise Locks V21 8265 Vn1L with Indicator 26D	$392	$4,7
	20	Office Mortise Locks 21 8250 WTL 26D	$352	$7,0
	18	Rim Exit Device 8800 with trim cylinder dog down	$836	$15,
The Good Company	30	Mortise Licks, Double Cylinder, Classroom Security 21-VO1XEM8 VN1L 26D	$477	$14,
	12	Privacy Mortise Locks V21 8265 Vn1L with Indicator 26D	$316	$3,7
	20	Office Mortise Locks 21 8250 WTL 26D	$338	$6,7
	18	Rim Exit Device 8800 with trim cylinder dog down	$699	$12,
	30	Mortise Licks, Double Cylinder, Classroom Security 21-VO1XEM8 VN1L 26D		
	12	Privacy Mortise Locks V21 8265		

Cost	***Total Cost of Bid***
370	$31,706
924	
900	
512	
500	$40,292
704	
040	
048	
310	$37,444
792	
760	
582	

	12	Vn1L with Indicator 26D		
	20	Office Mortise Locks 21 8250 WTL 26D		
	18	Rim Exit Device 8800 with trim cylinder dog down		

Bid Tabulation

Tires

Washington County Dept of Education

Bid Opening: 2:00 PM EST, Thursday June 3, 2021

Item Number	Quantity	Brand & Tread Design	Frree Service Tire Company	Best One Tire
1	100	225 X 75 X16 E	Brand: Hankook	Brand: Firestone
		All Season	Each:129.03	Each:101.50
			Total: 12,903	Total:10,150
2	150	11R 22.5, 14 ply	Brand: Hankook	Brand: Firestone
		steer tires	Each: 311.40	Each:288.43 (16 ply)
			Total: 46,710	Total:43,264.50 (16 ply)
			Sample Given	Sample Given
			Warranty:	Warranty:

Item Number	Quantity	Brand & Tread Design			(Bidding Firm)
1	100	225 X 75 X16 E			Brand:
		All Season			Each:
					Total:
2	150	11R 22.5, 14 ply	Brand:General RA		Brand:
		steer tires	Each: $290.00		Each:
			Total: 43,500		Total:
			Sample Given		Sample Given
			Warranty:		Warranty:

Kings Tire Center
Brand: General Ra
Each:$101.00
Total:$10,1000

Brand:General RA
Each: $290.00
Total: 43,500
Sample Given
Warranty:

(Bidding Firm)
Brand:
Each:
Total:

Brand:
Each:
Total:
Sample Given
Warranty:

Bid Tabulation

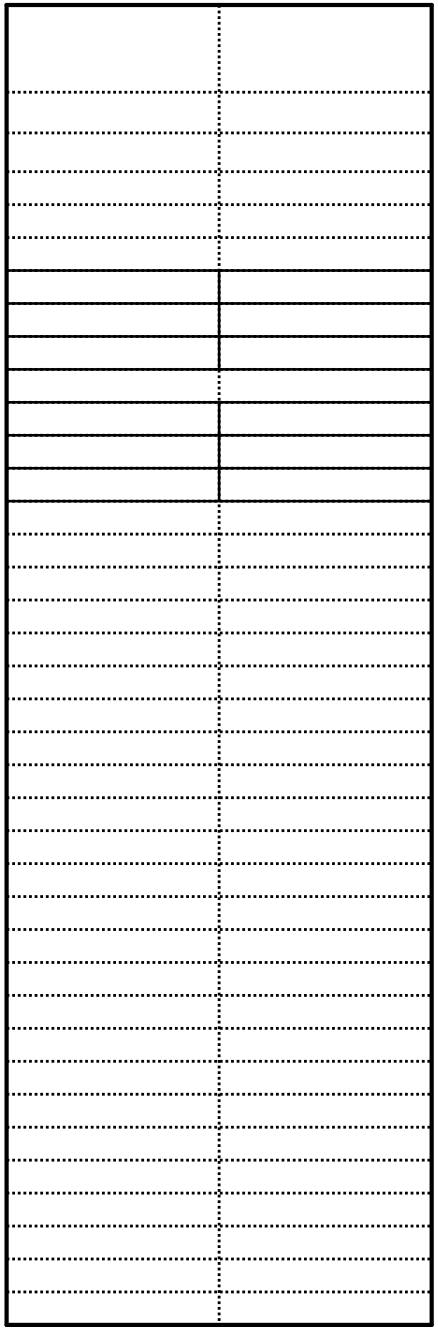
Tires

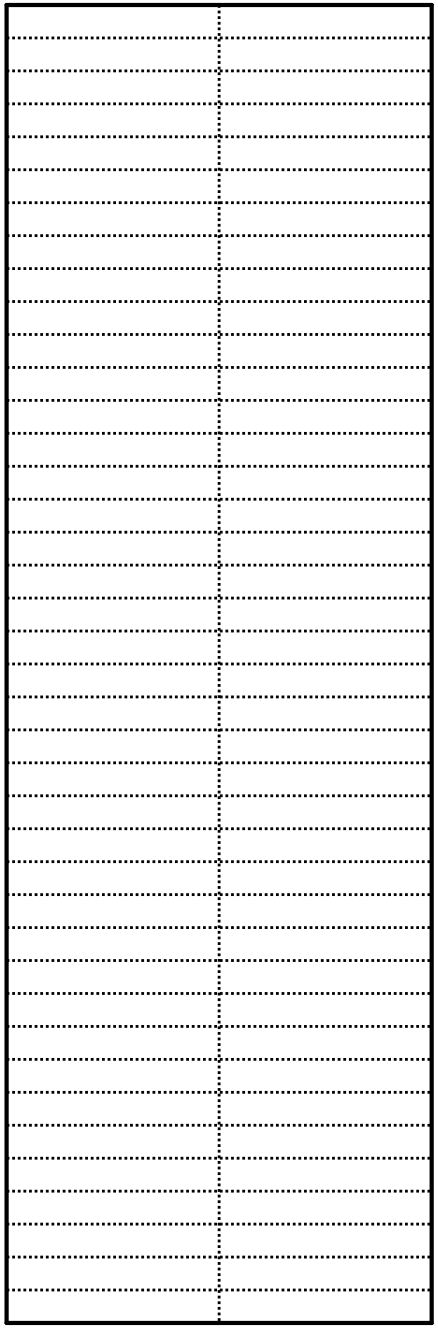
Washington County Dept of Education

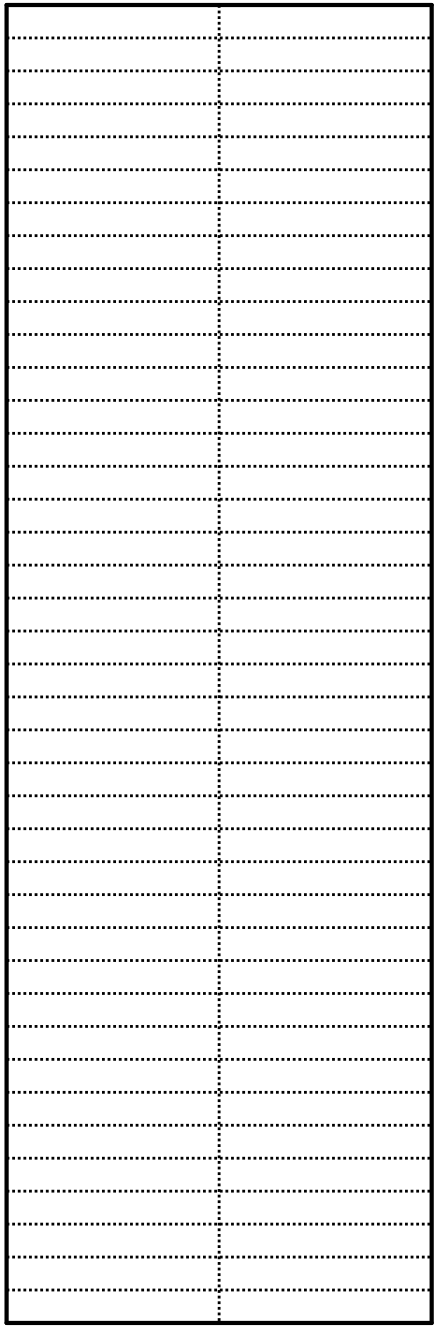
Bid Opening: 2:00 PM EST, Thursday June 3, 2021

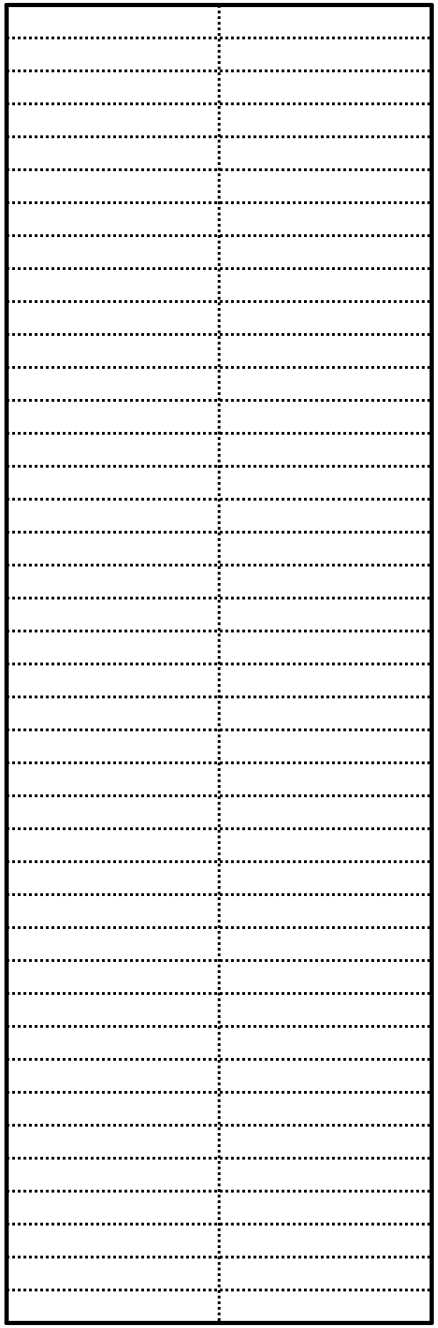
Item Number	Quantity	Brand & Tread Design	(Bidding Firm)	(Bidding Firm)
1	100	225 X 75 X16 E	Brand:	Brand:
		All Season	Each:	Each:
			Total:	Total:
2	150	11R 22.5, 14 ply	Brand:	Brand:
		steer tires	Each:	Each:
			Total:	Total:
			Sample Given	Sample Given
			Warranty:	Warranty:

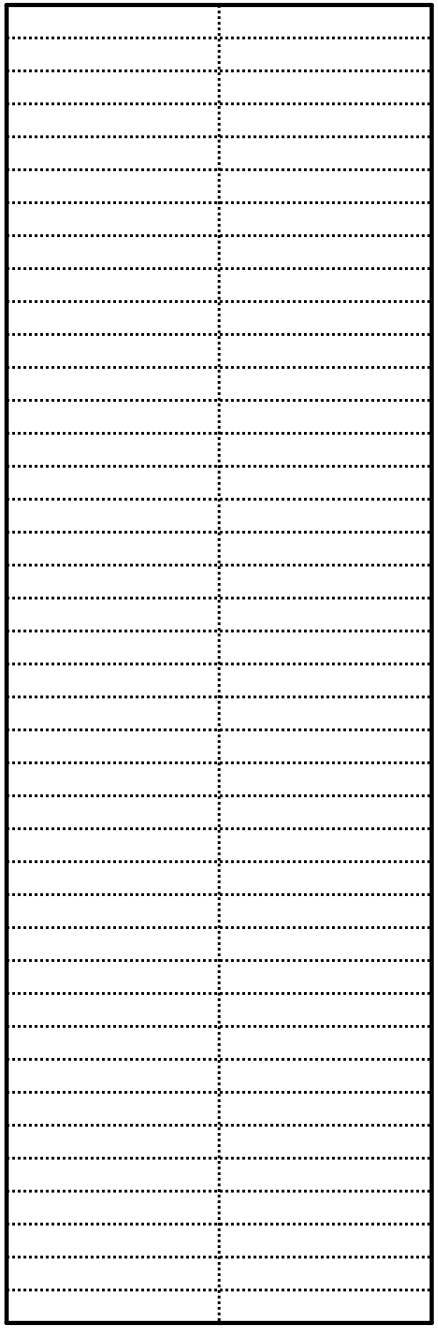
(Bidding Firm)						
Brand:						
Each:						
Total:						
Brand:						
Each:						
Total:						
Sample Given						
Warranty:						

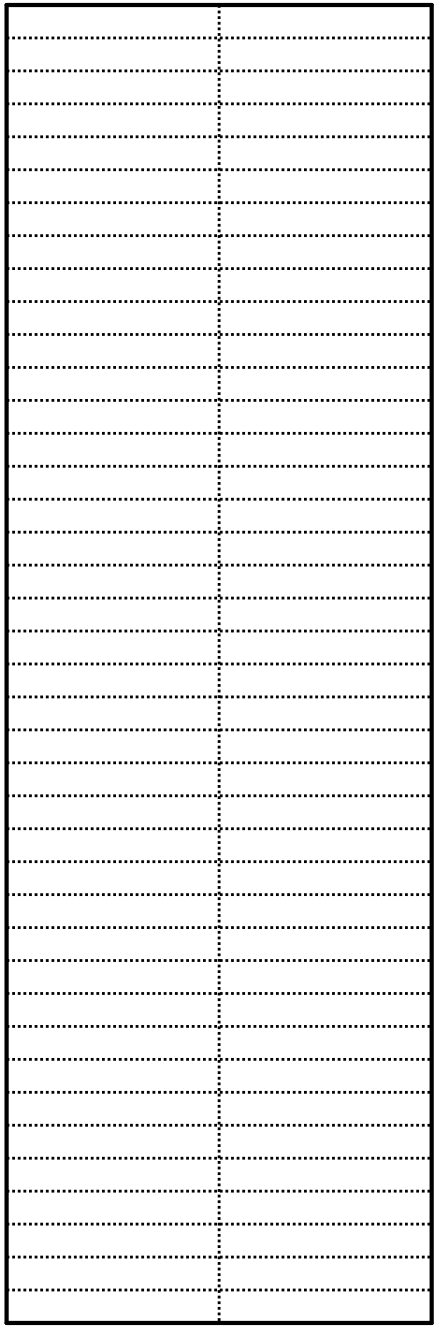


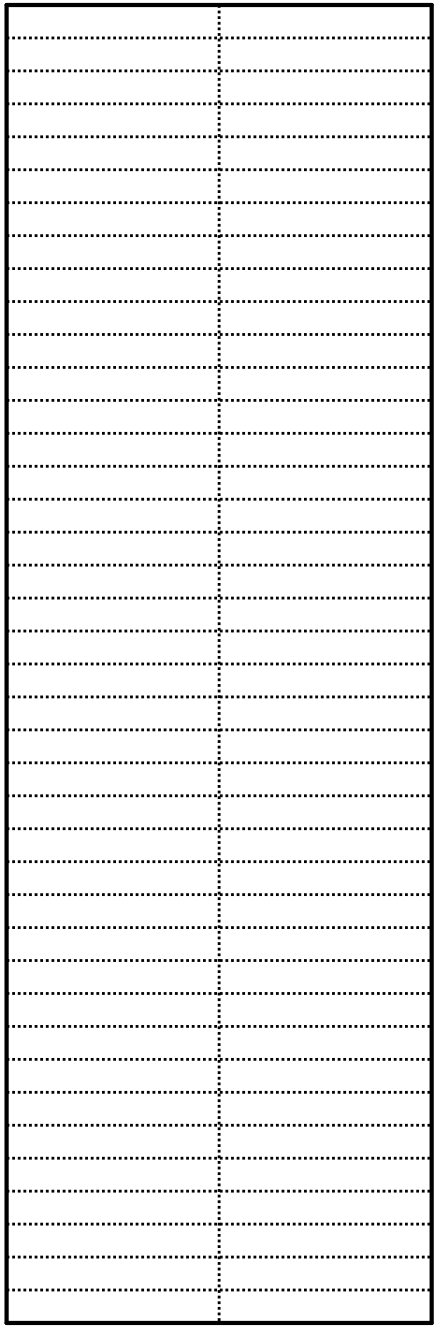


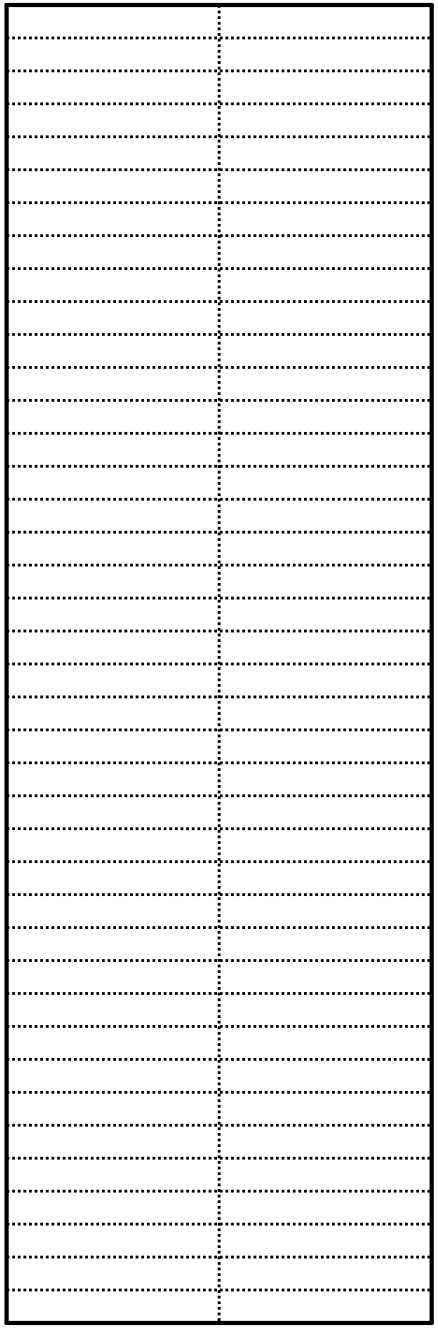


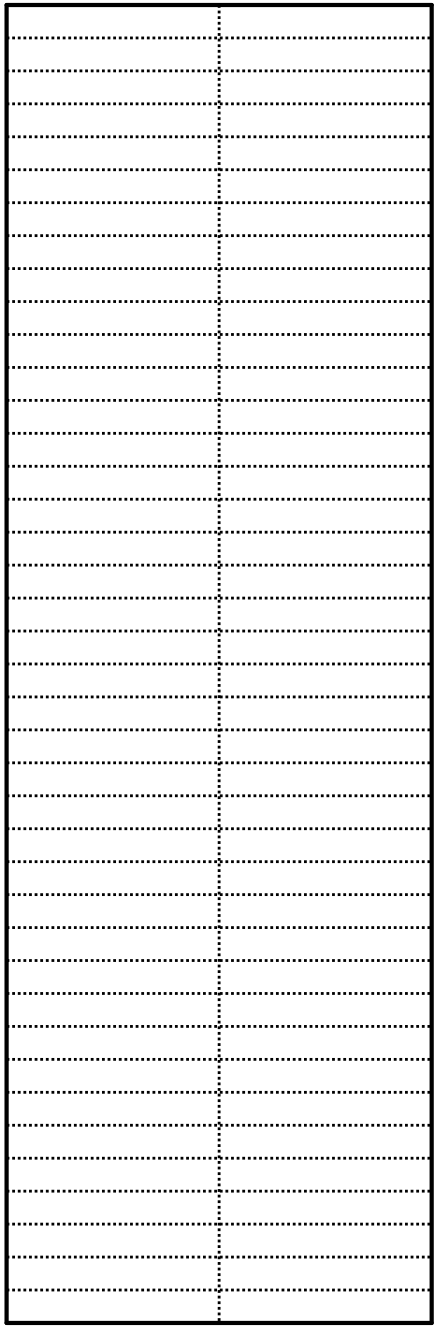


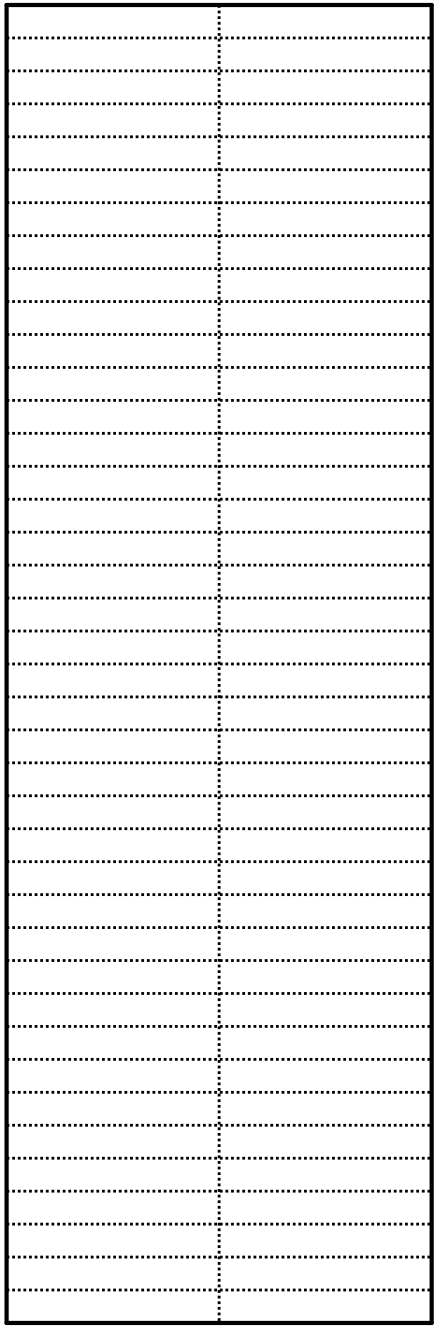


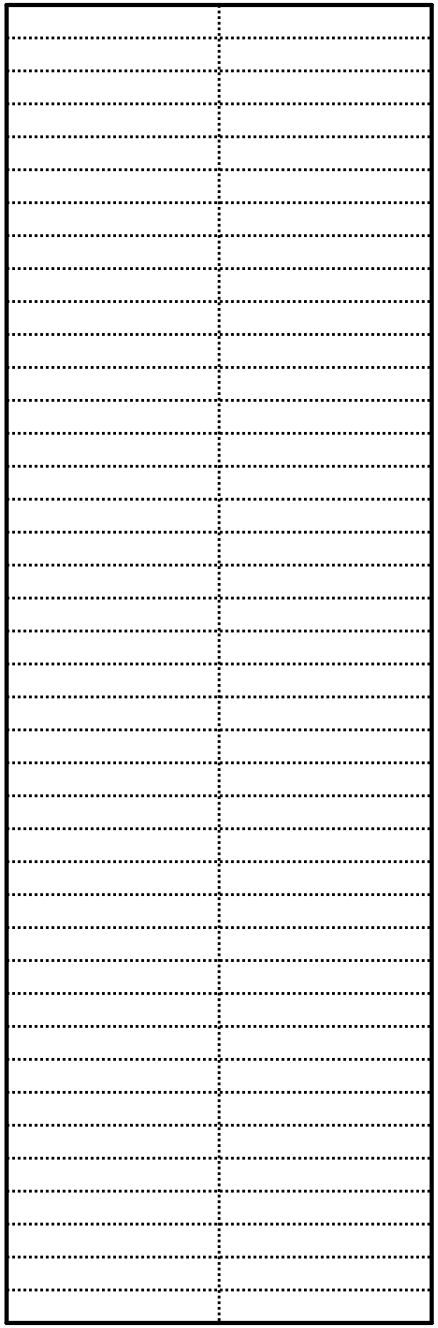


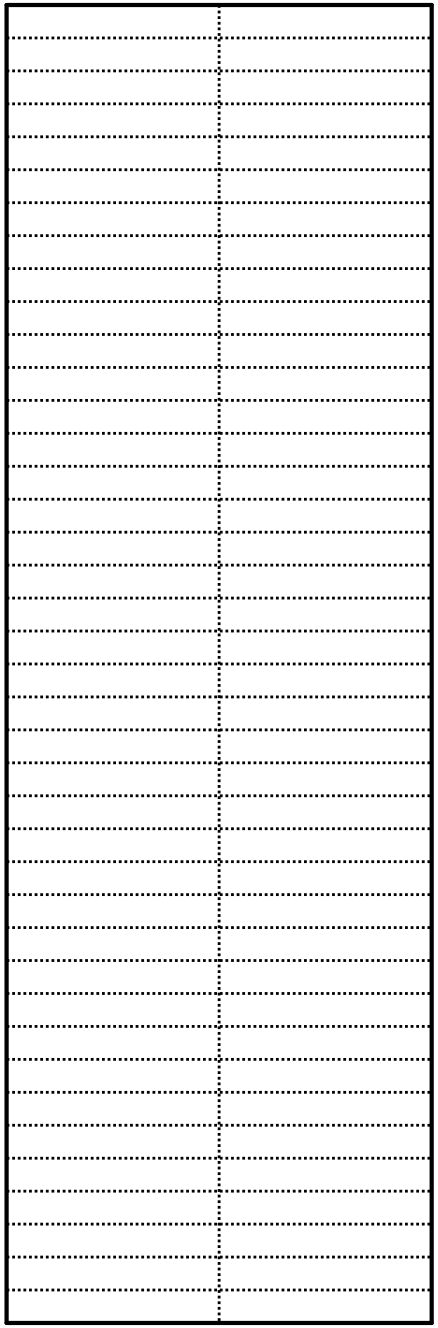


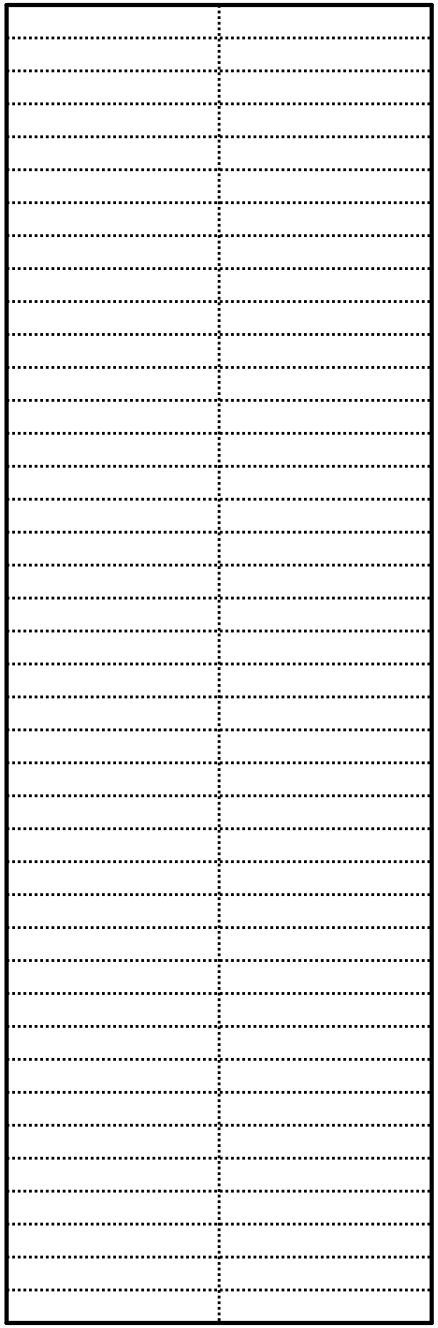


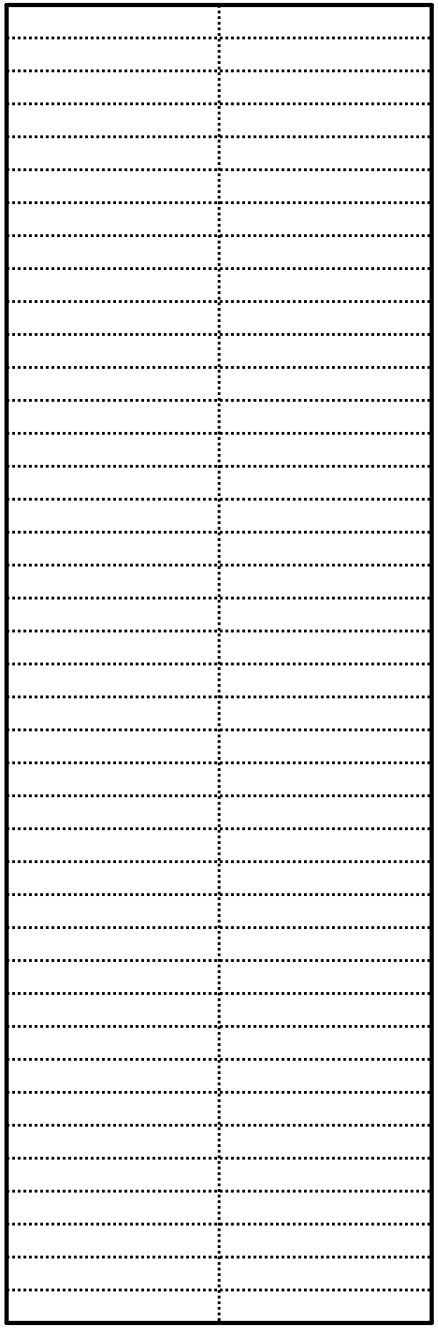


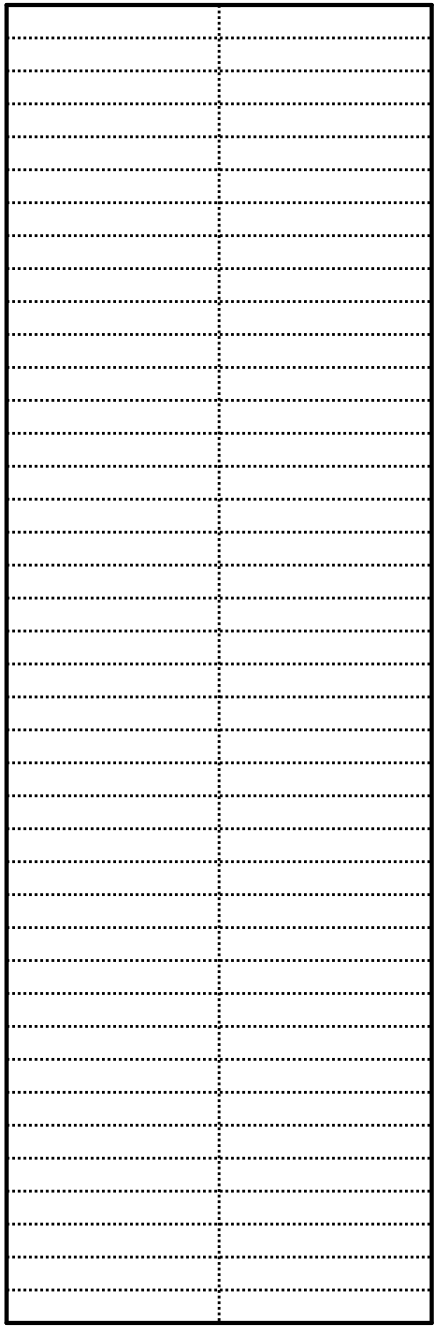


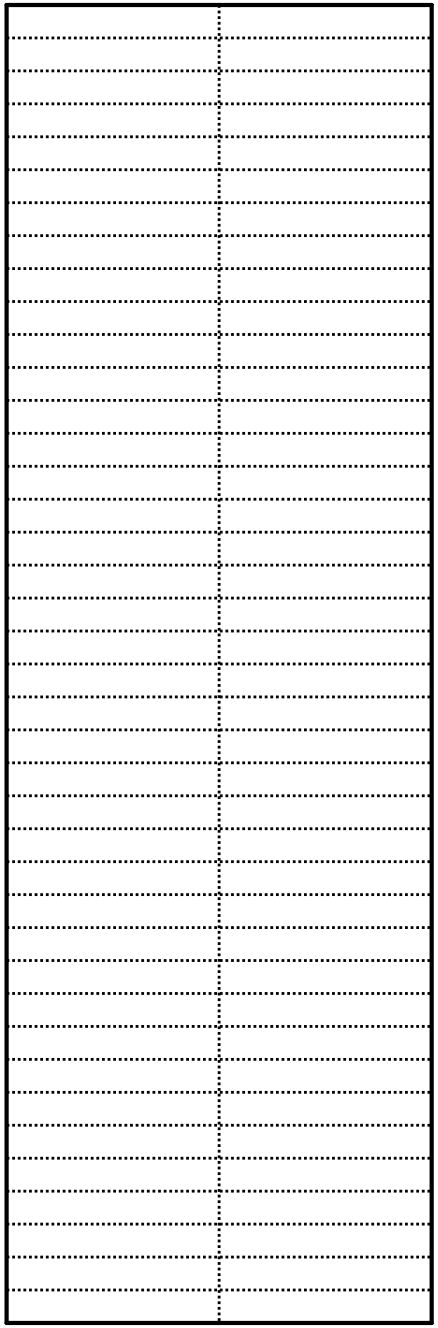


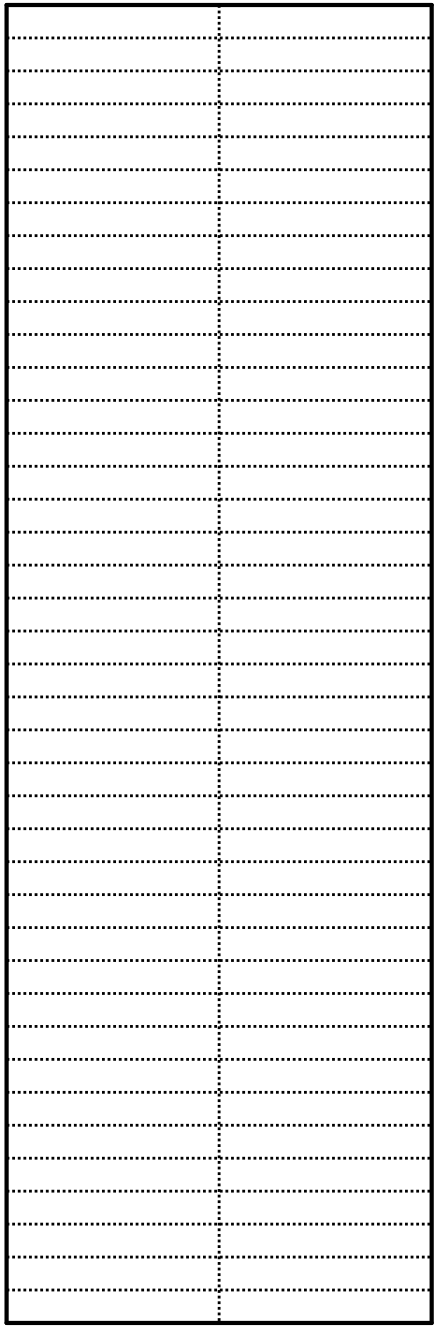


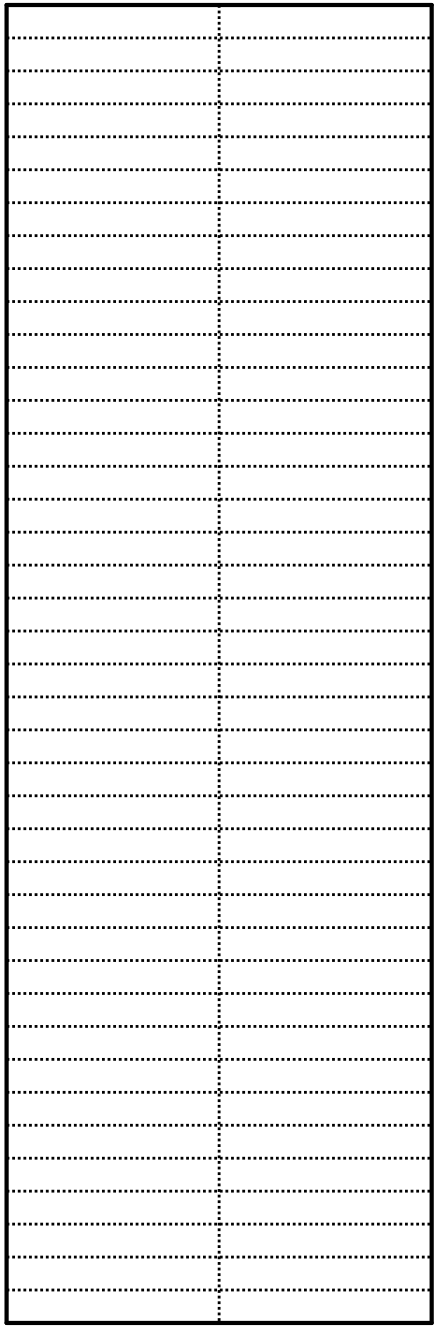


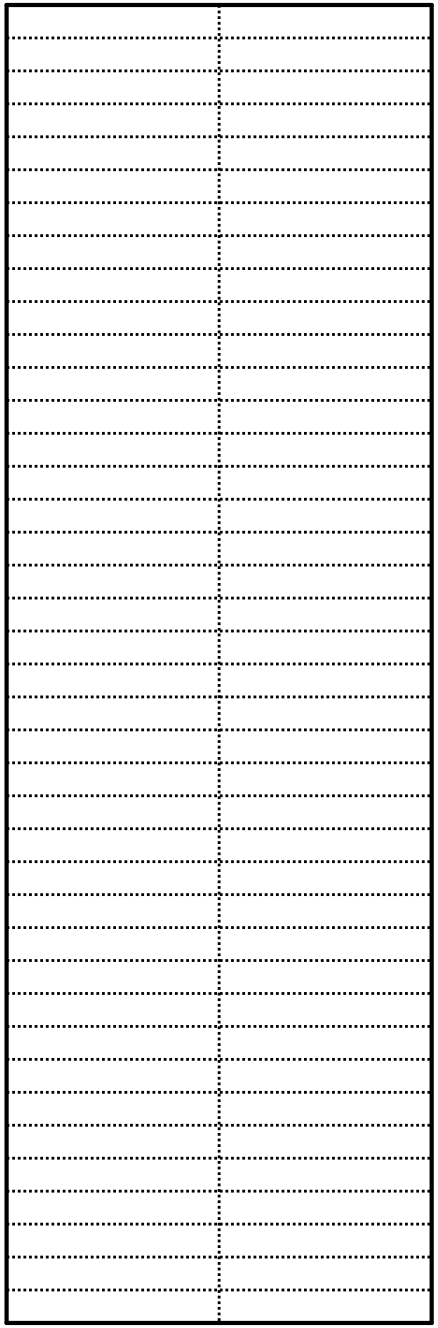


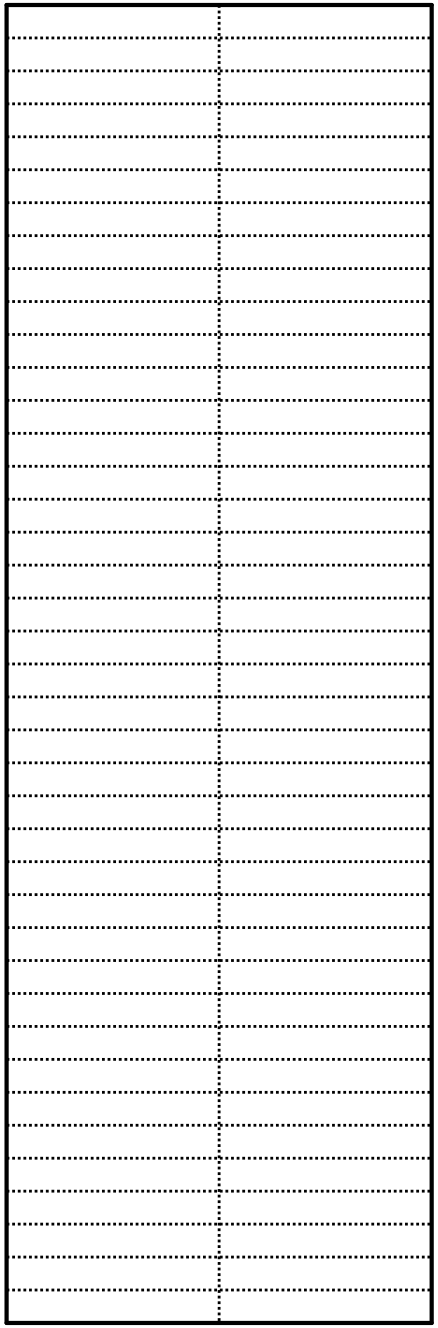


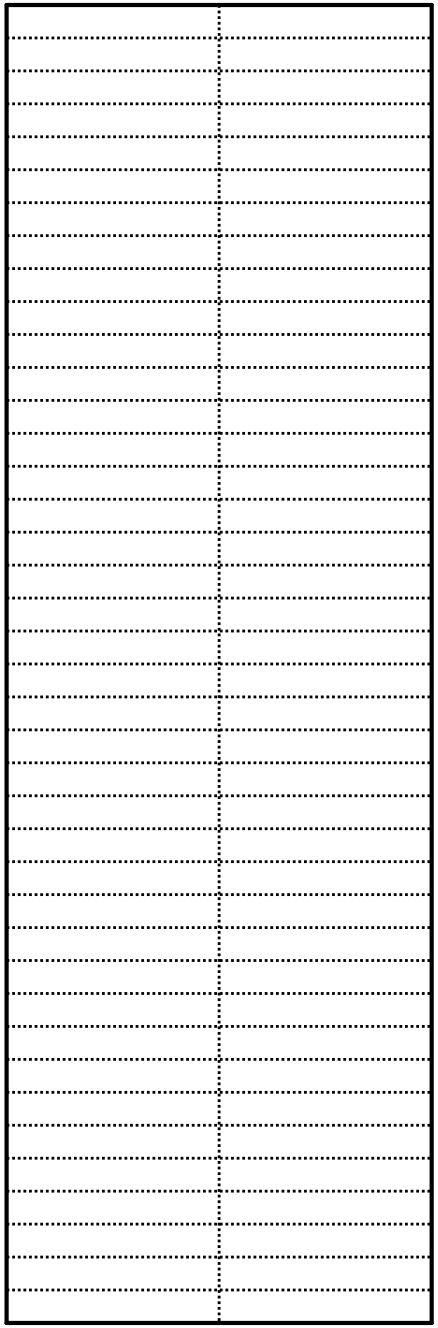


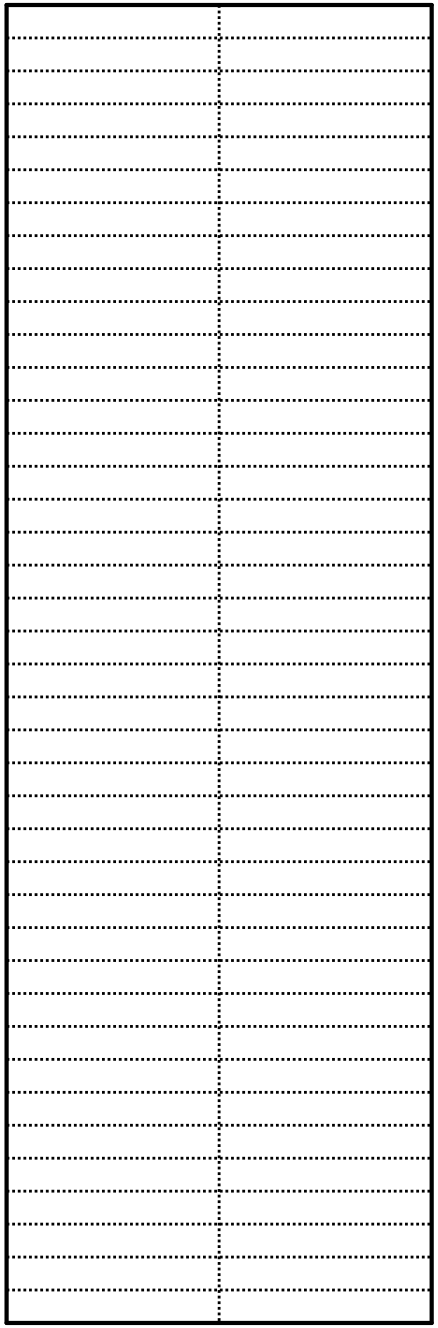


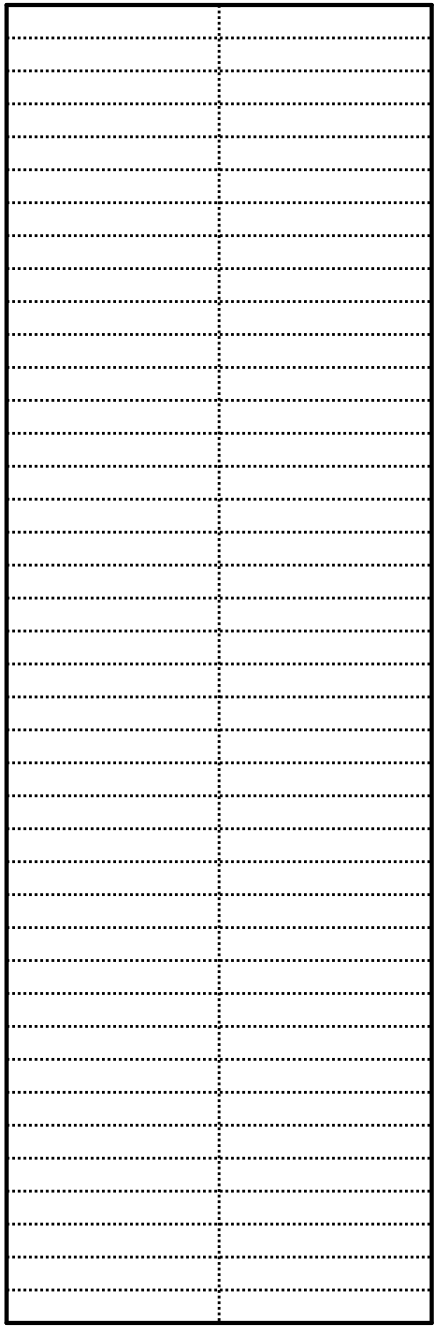


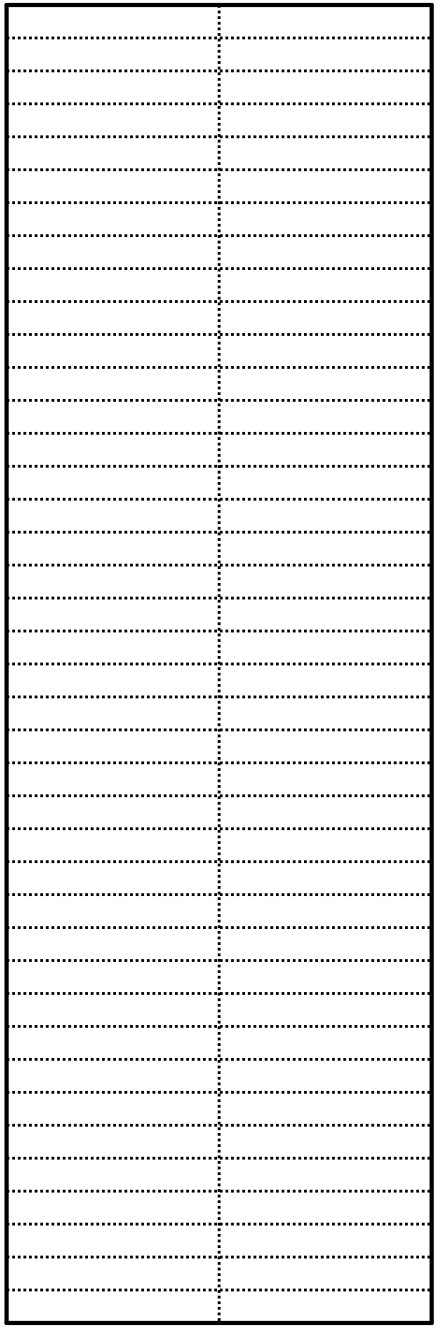


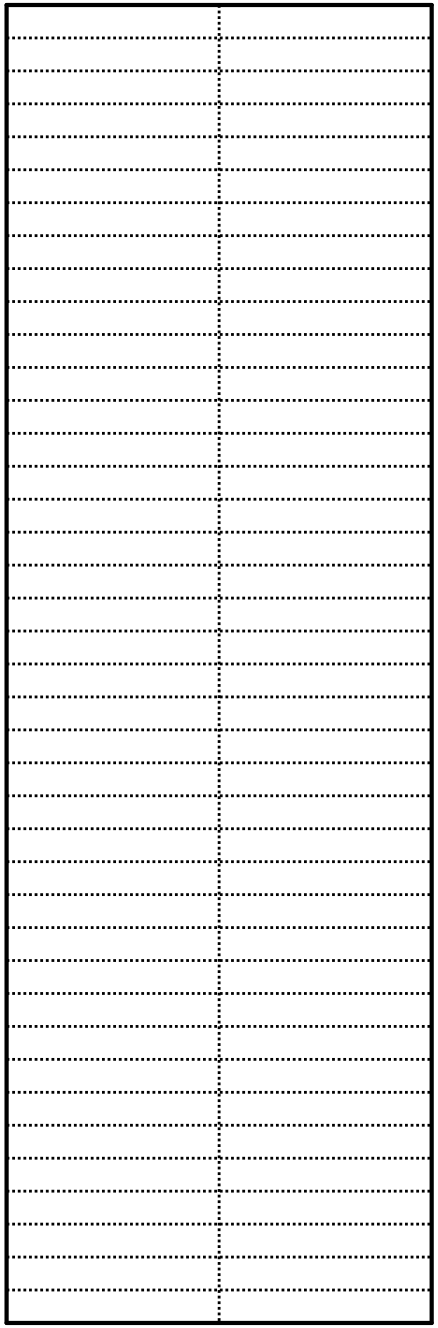












Bid Tabulation

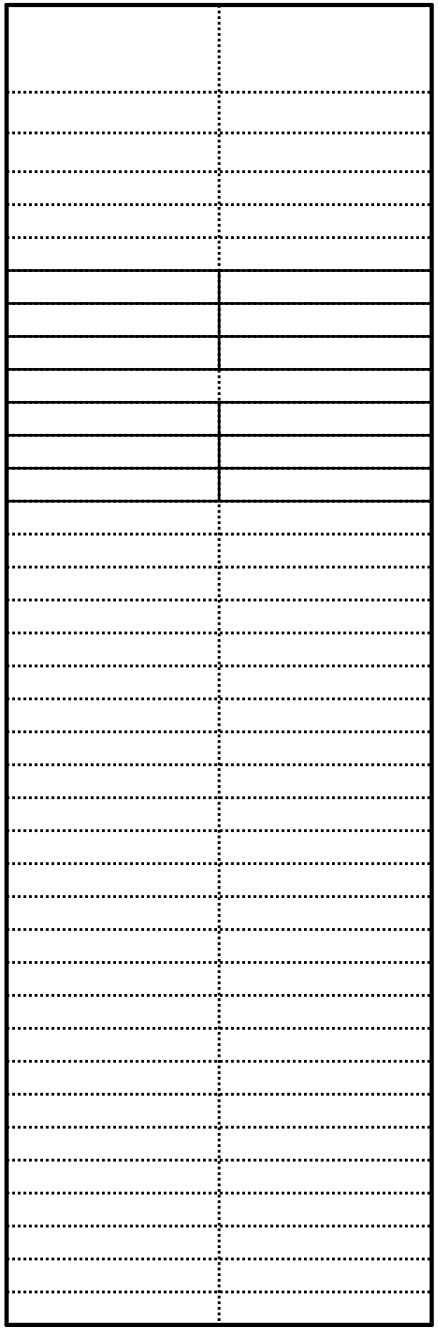
Tires

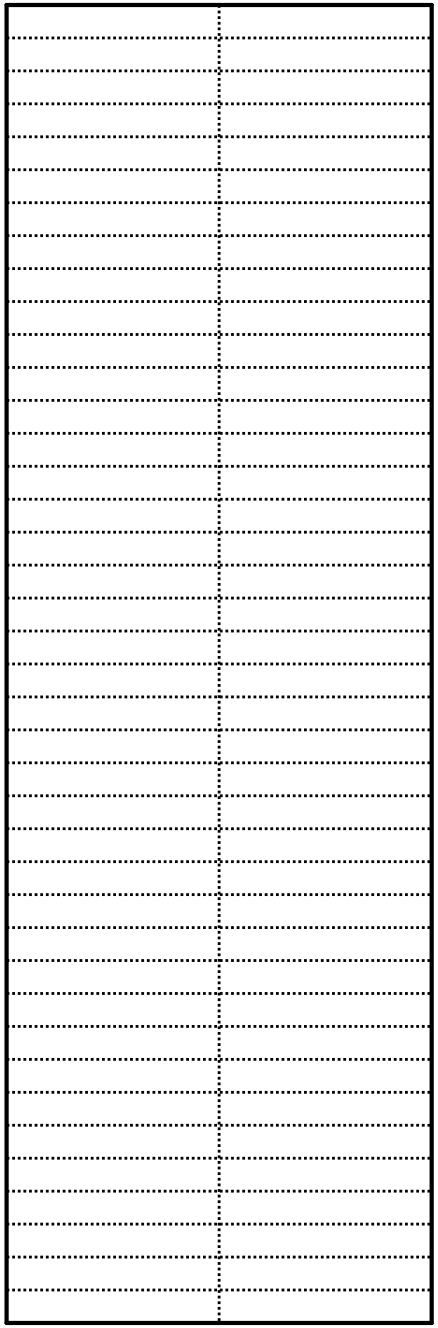
Washington County Dept of Education

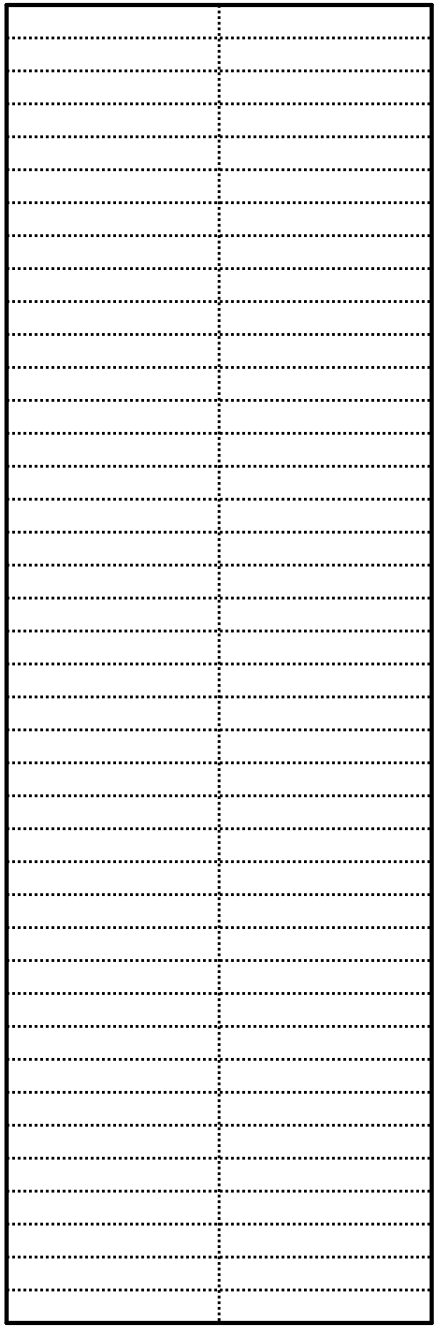
Bid Opening: 2:00 PM EST, Thursday June 3, 2021

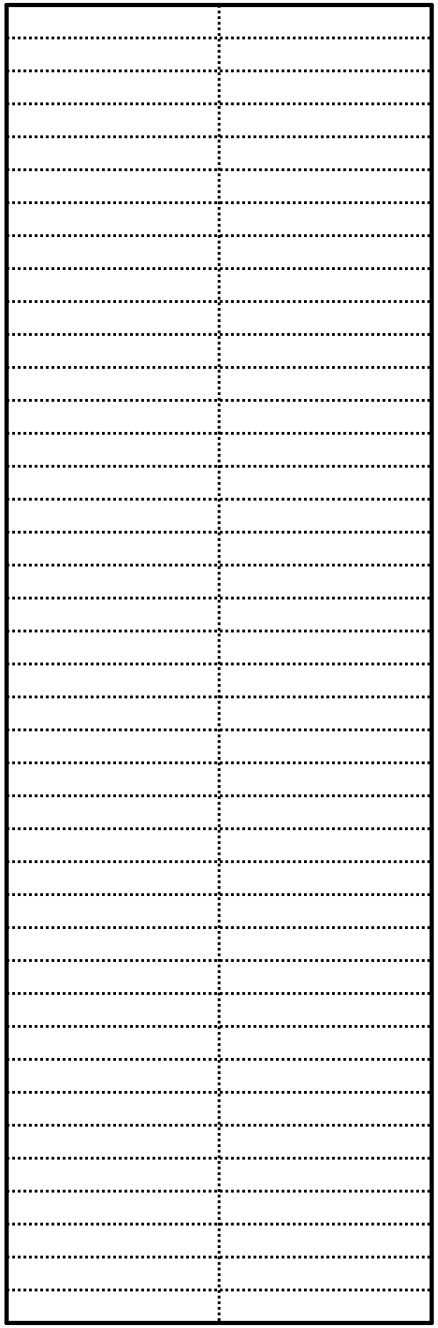
Item Number	Quantity	Brand & Tread Design	(Bidding Firm)	(Bidding Firm)
1	100	225 X 75 X16 E	Brand:	Brand:
		All Season	Each:	Each:
			Total:	Total:
2	150	11R 22.5, 14 ply	Brand:	Brand:
		steer tires	Each:	Each:
			Total:	Total:
			Sample Given	Sample Given
			Warranty:	Warranty:

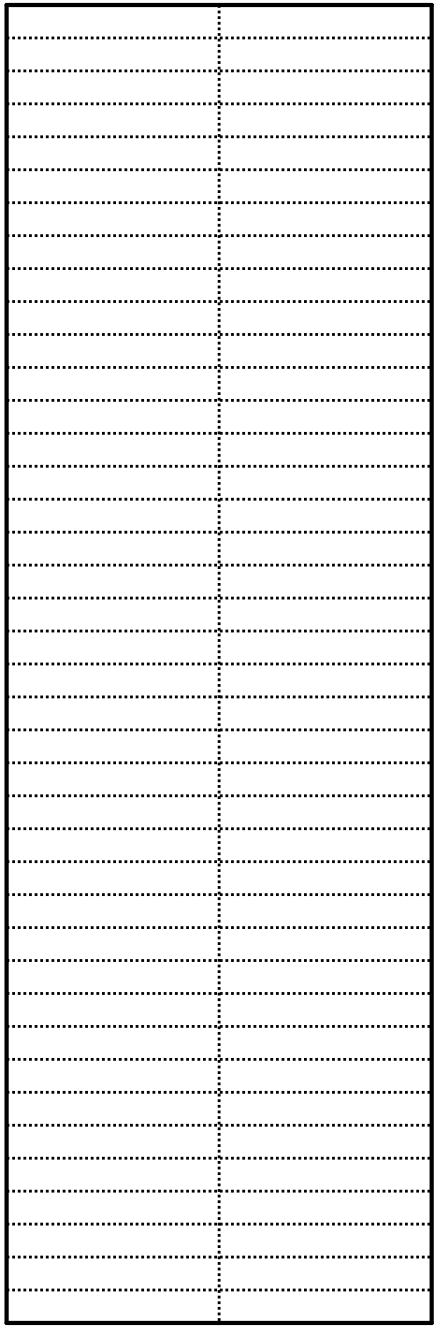
(Bidding Firm)						
Brand:						
Each:						
Total:						
Brand:						
Each:						
Total:						
Sample Given						
Warranty:						

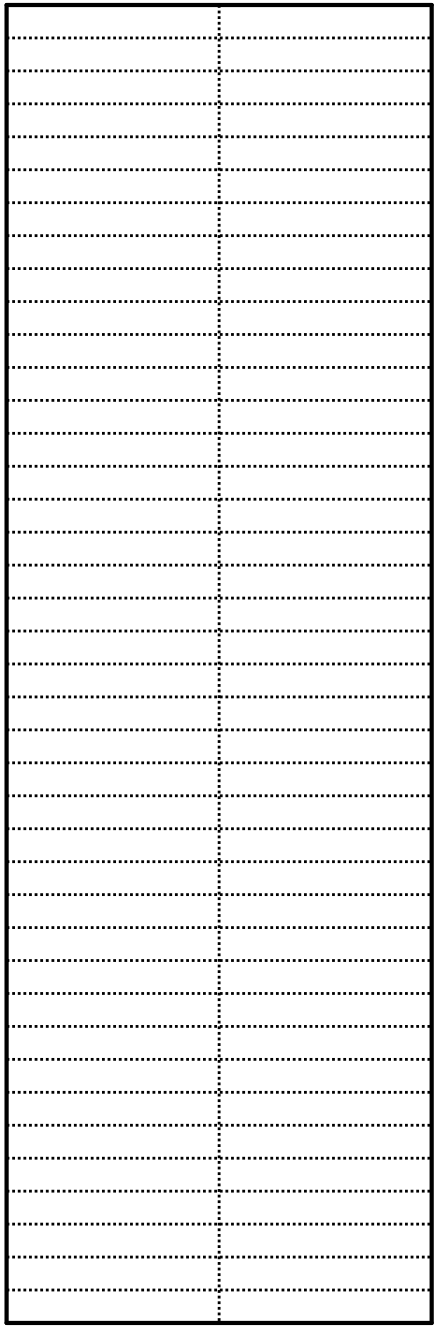


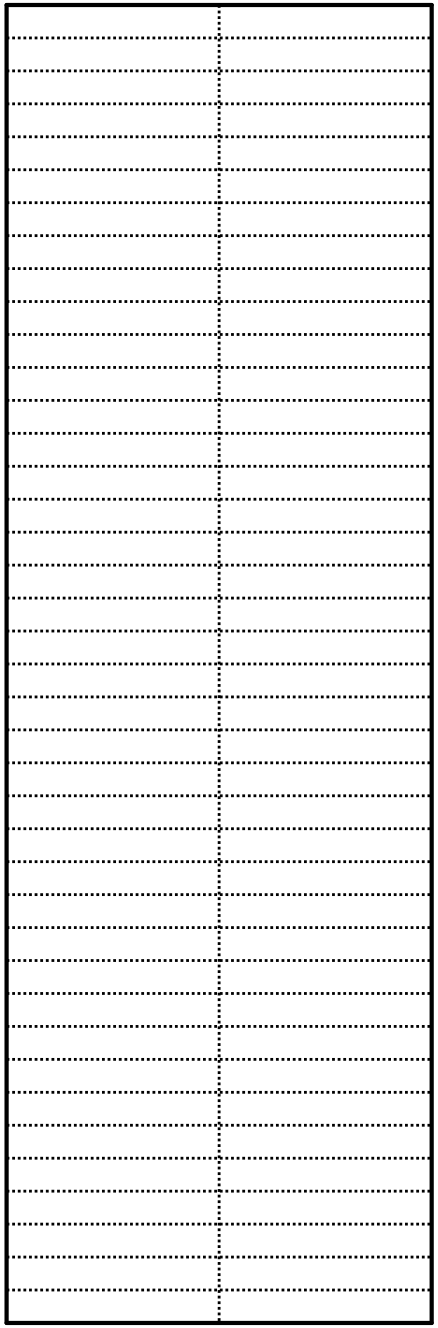


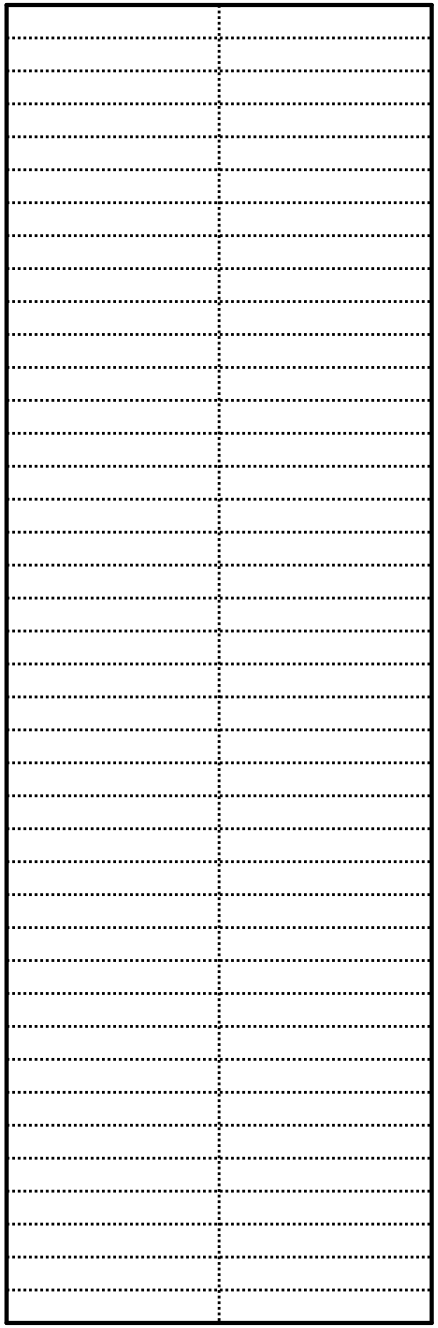


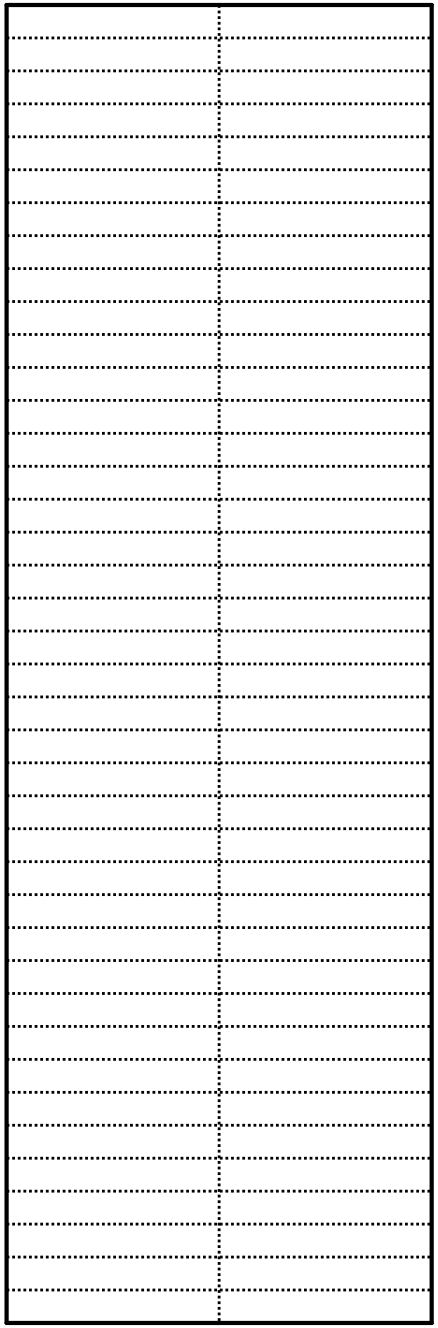


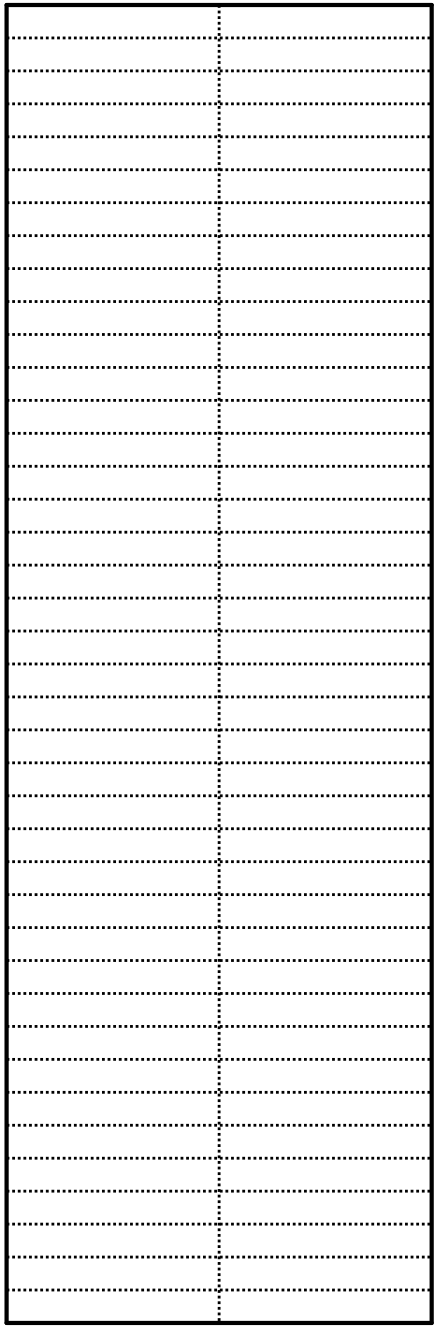


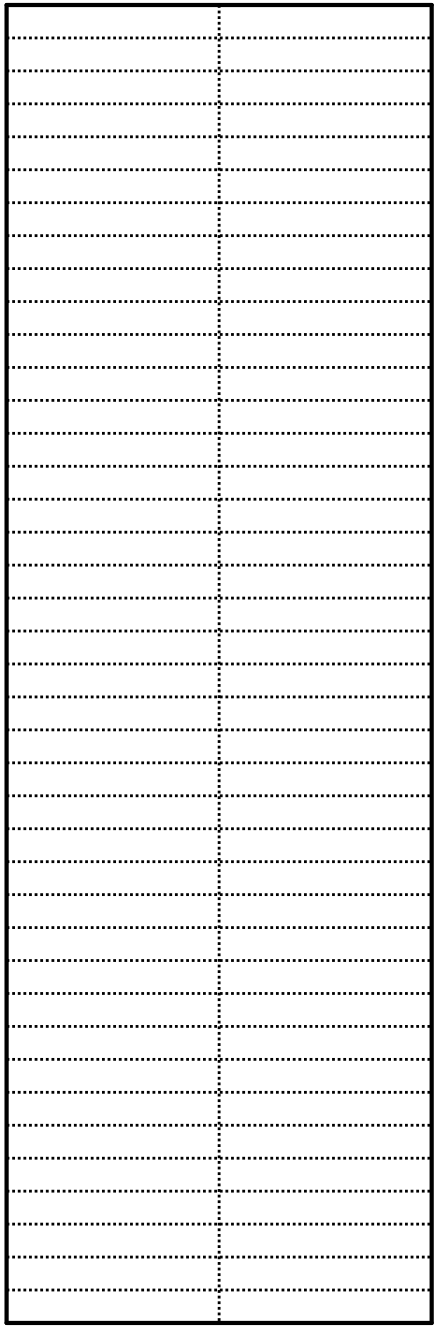


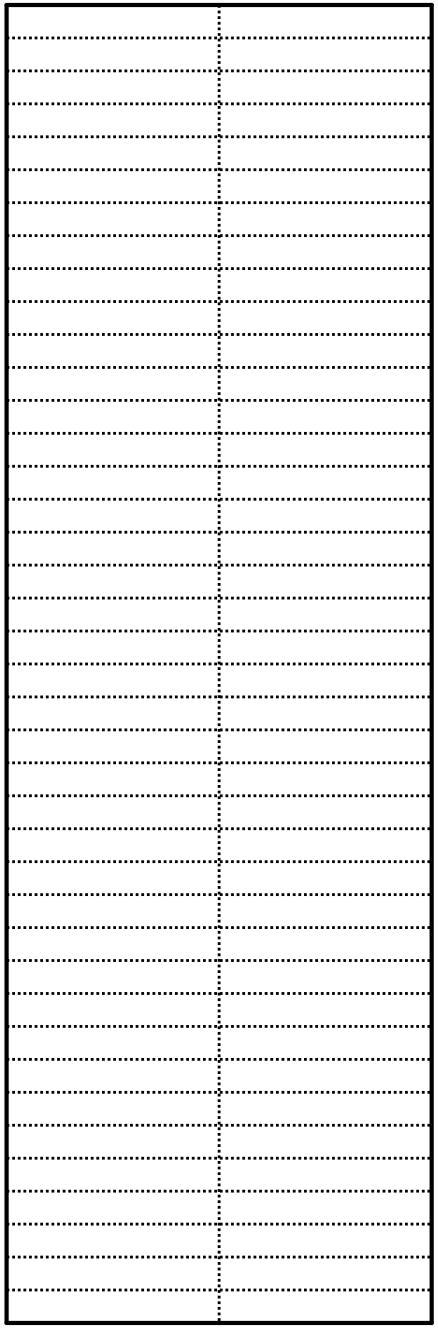


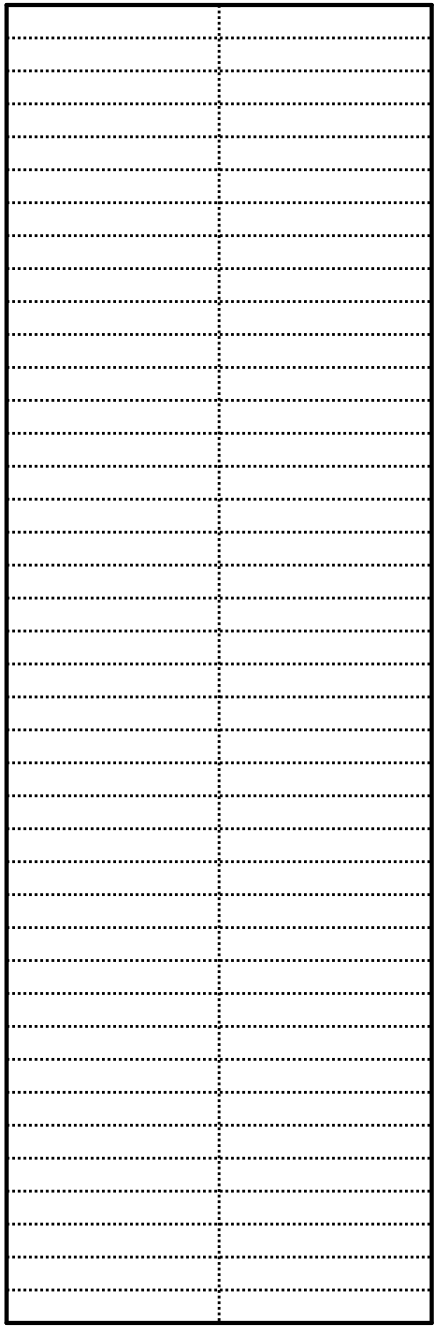


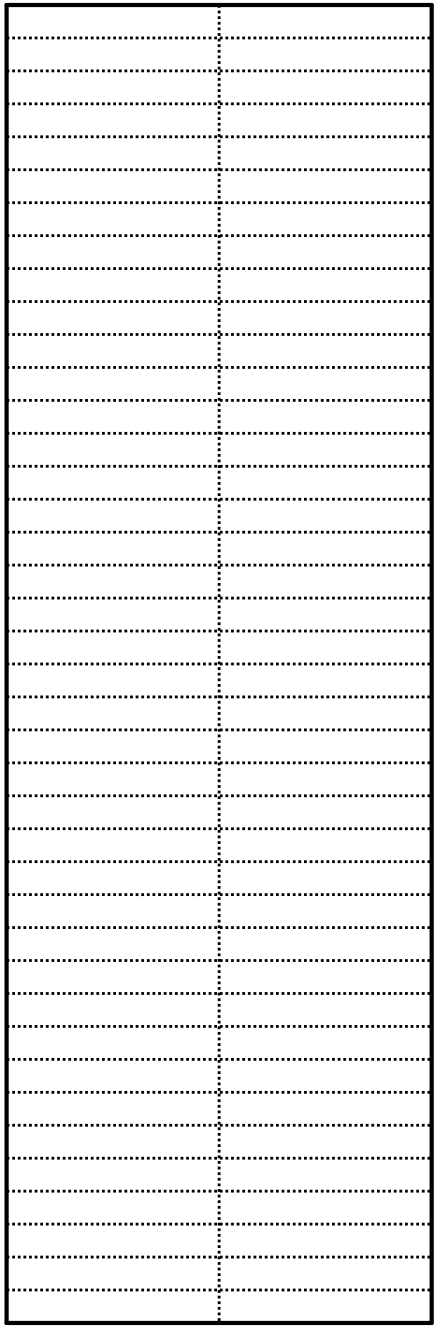


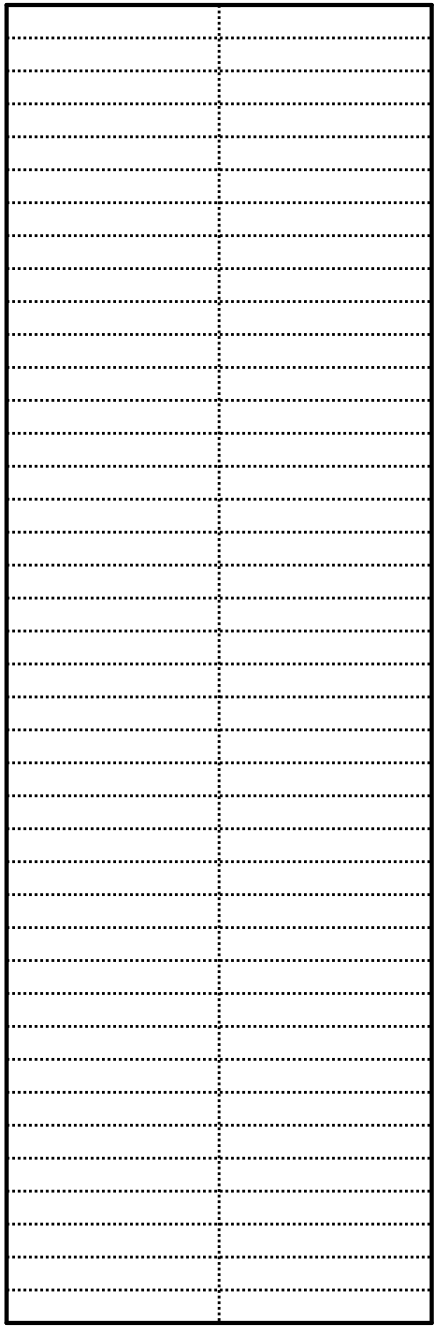


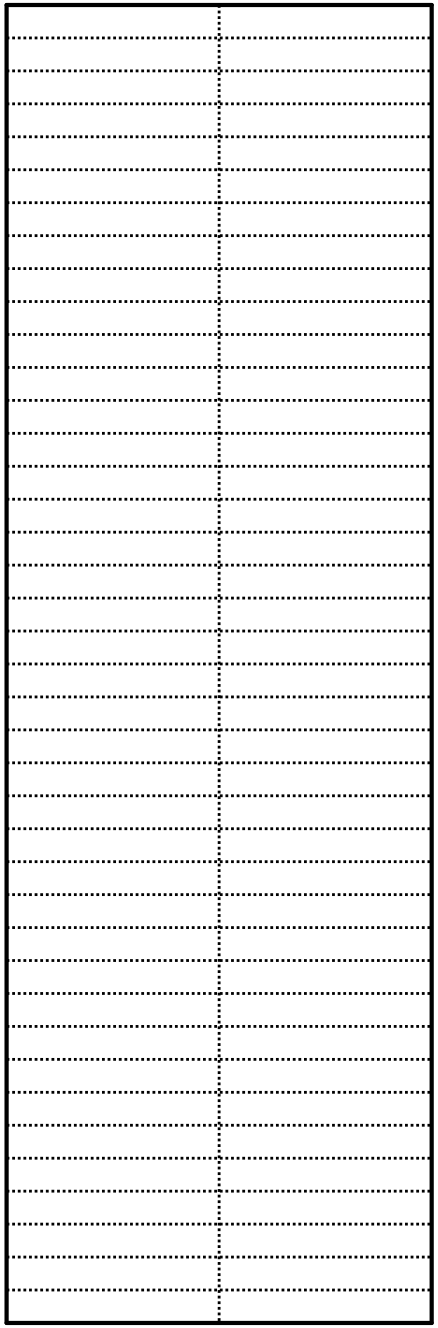


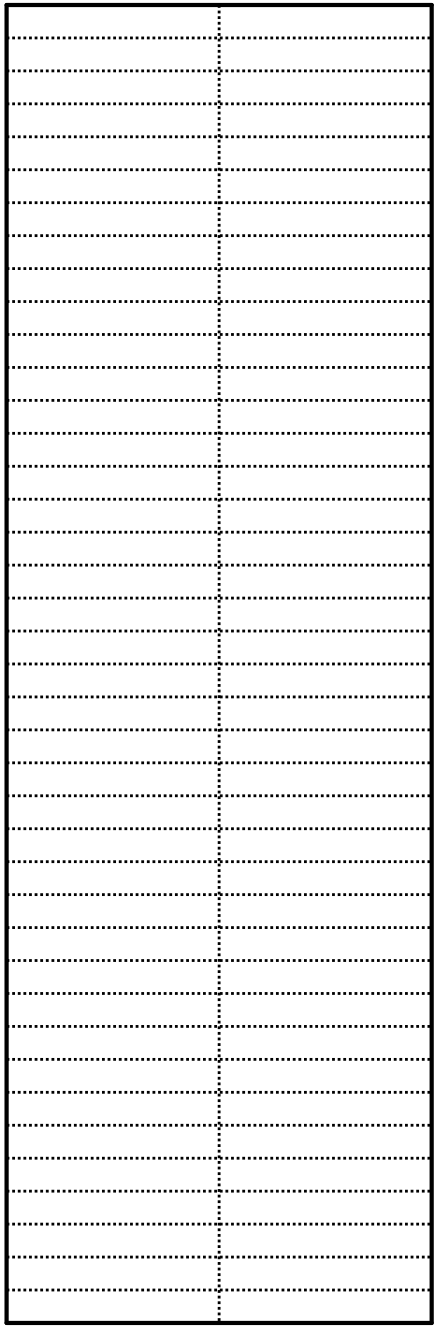


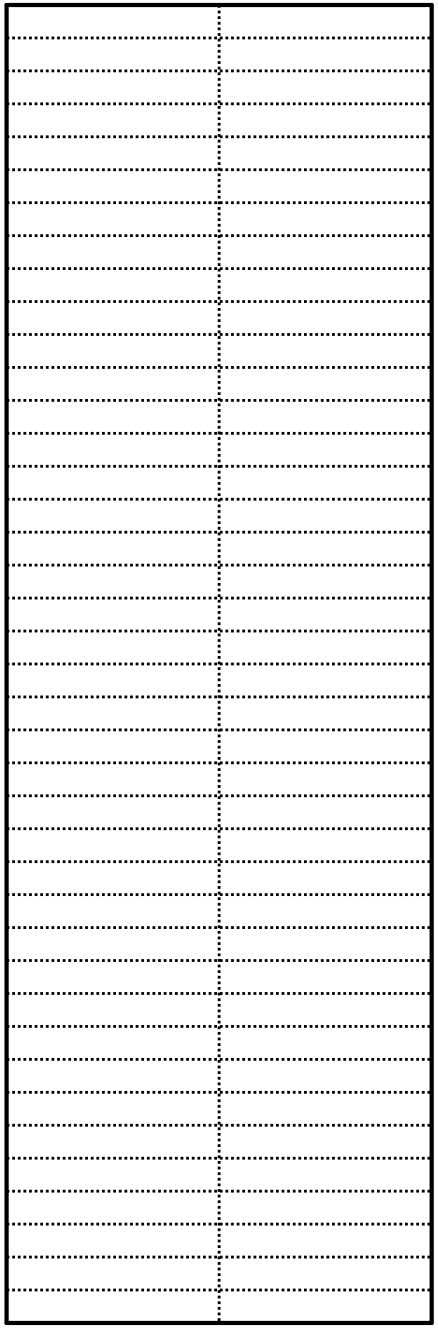


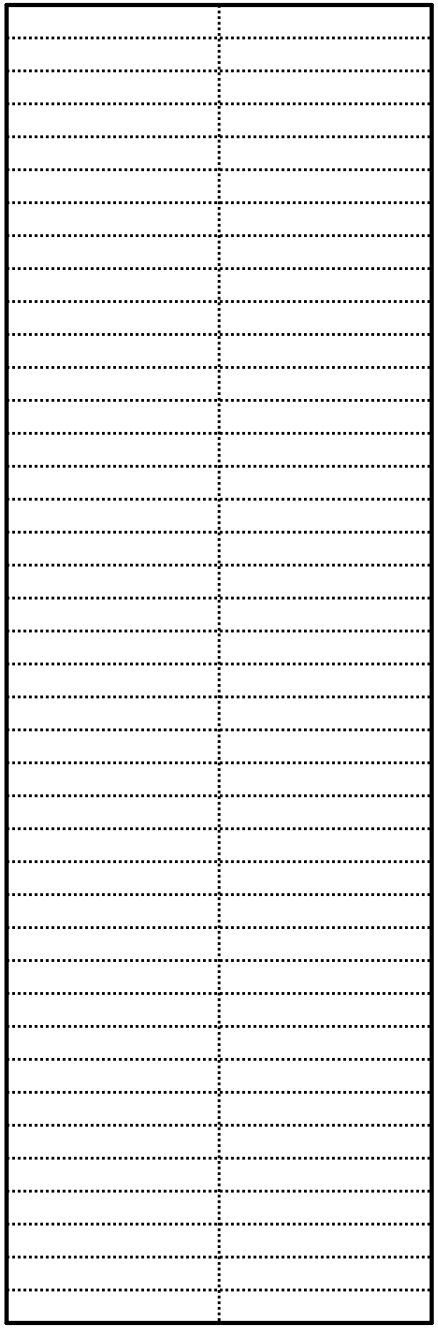


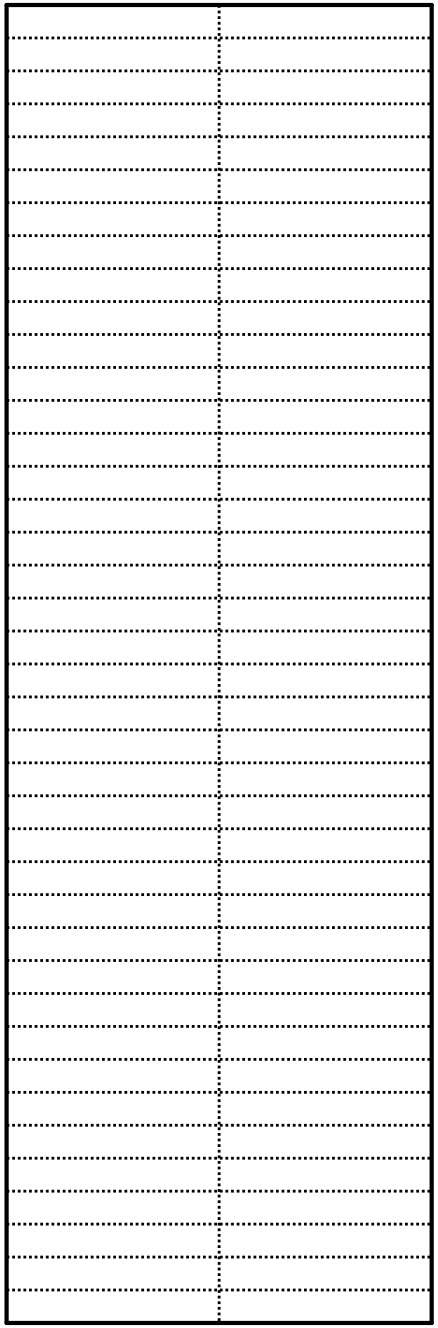


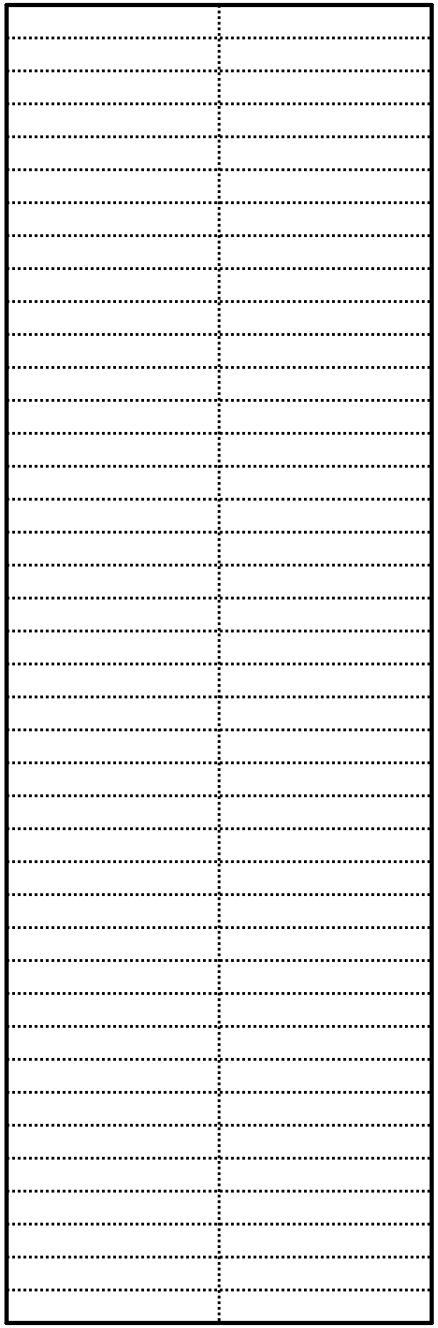


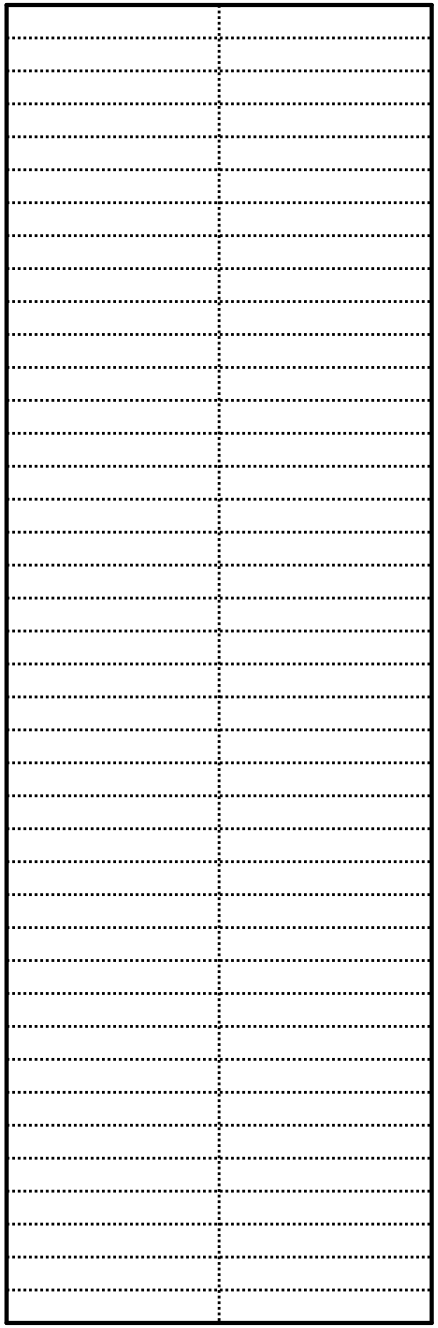


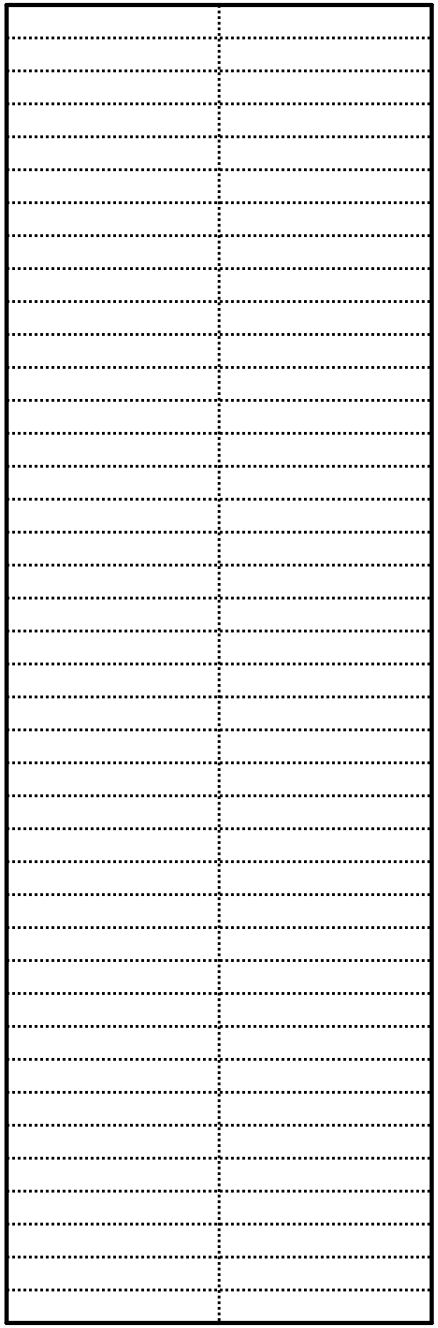


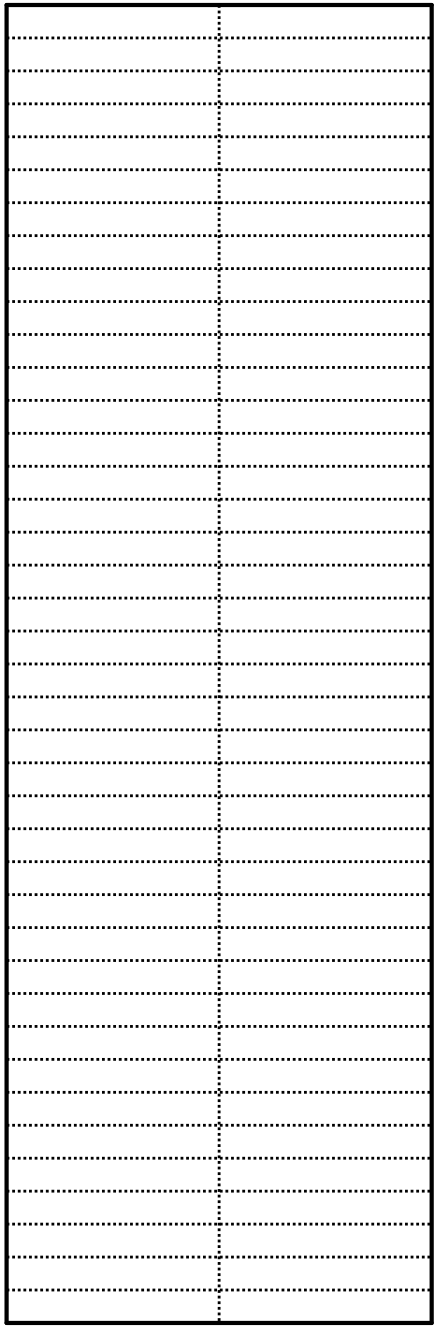


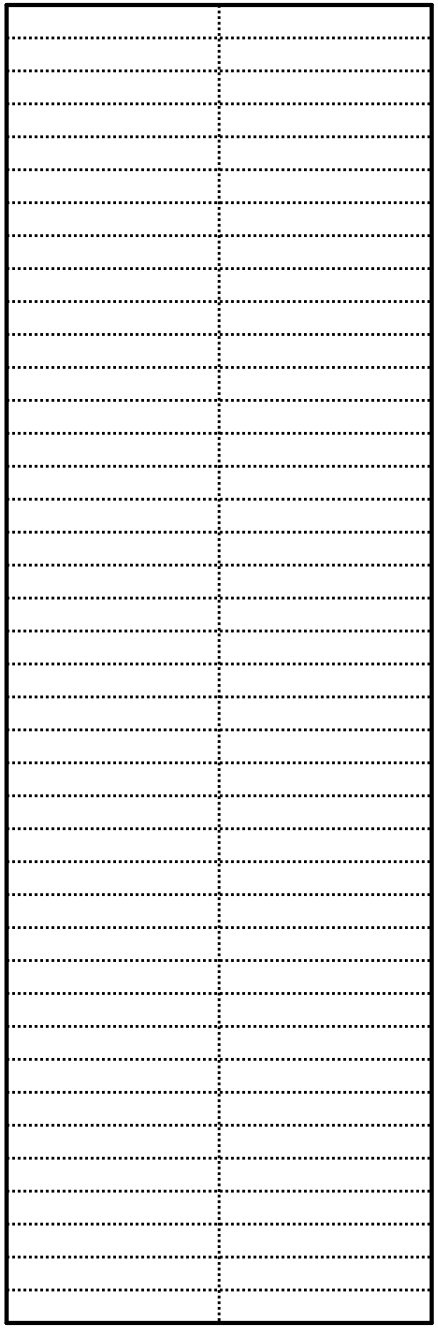












Bid Tabulation

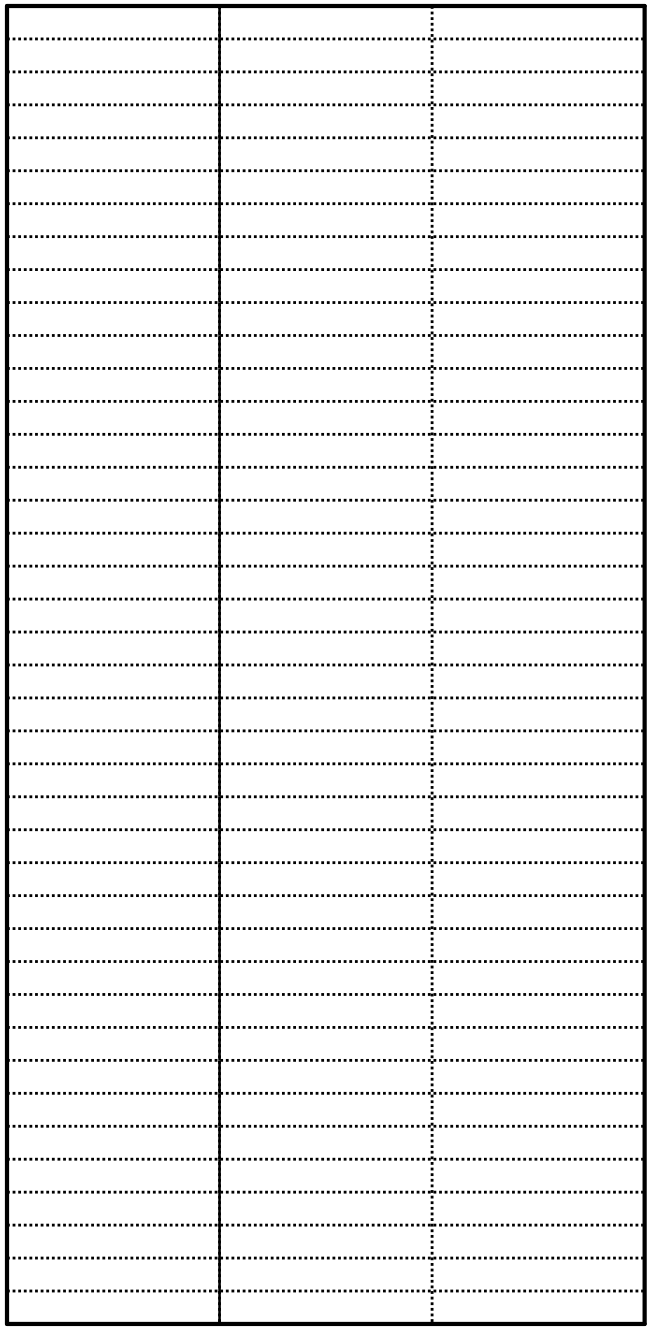
Motor Oil

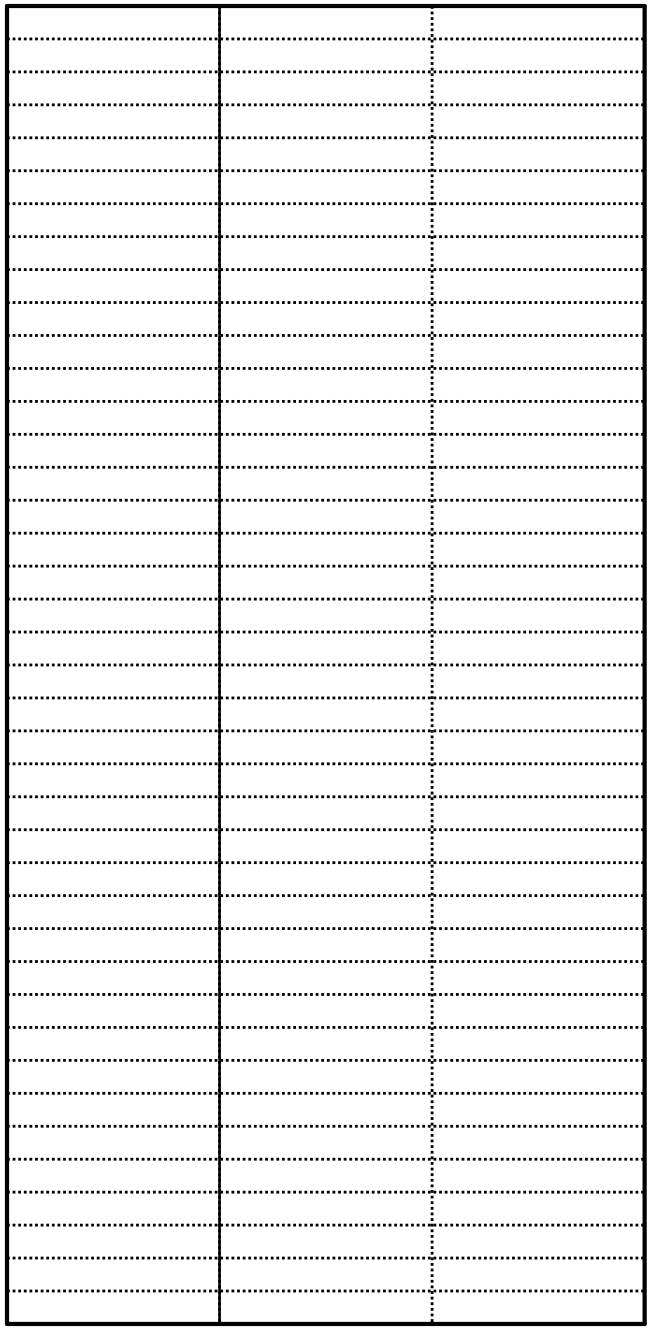
Washington County Department Of Education

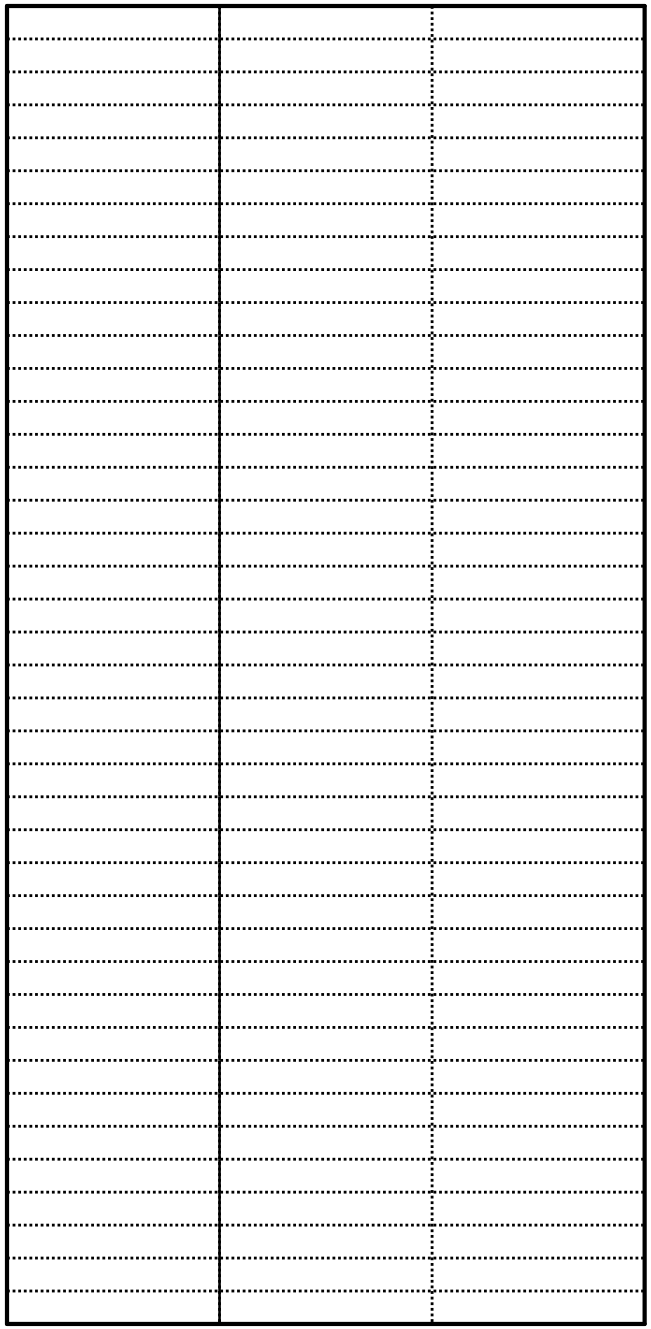
Bid Opening: 2:00 PM EST, Thursday June 3, 2021

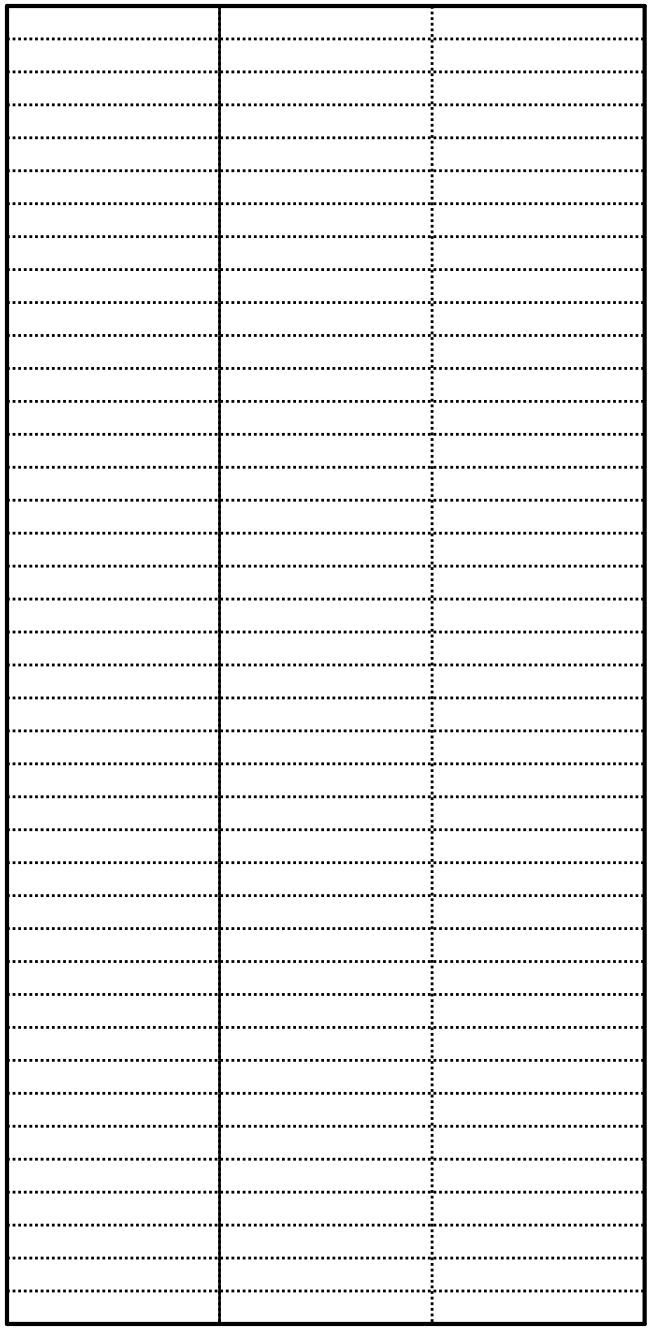
Bidding Firm	Brand Bid	Weight	Bid Price Per gallon bulk delivered	Lease Price for bulk Storage/Metering System	Manufacturer attac
Greenville Oil	Shell T2HD	15W40	$9.49	No Charge	Ye

's Spec sheet hed?	Exceptions
es	









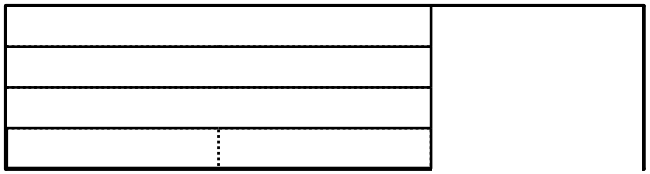
Bid Tabulation
Duplicating Paper
Washington County Department of Education

Bid Opening: 2:00 PM EST, Thursday June 3, 2021

8 1/2" x 11" Duplicating Paper 1700 cases	***Tennessee Office Supply***	***Quill***	***Contract Paper Company***
Brand Bid	Smart Copy, Item #SC851120	Quill,720222TL	Multipurpose/Equal
Brightness:	92	92	92+
Weight:	20Lb	20lb	20lb
Moisture Content:	4%	4.50%	-----
Sheets per Ream:	500	500	500
Reams per Case:	10	10	10
Anticipated Delivery Date:	Upon Request	Not Given	14-28 Days
Cost per Case	$26.50	$28.37	$26.08
Total Cost for 1700 cases	$45,050	$47,657.34 (1680 cases)	$44,336
Honor through	6/01/2021-08/01/2021	6/3/2021 to 9/30/2021	6/1/2021 to 7/31/2021
Sample given			
8 1/2" x 14" Duplicating Paper Eight Cases			
Brand Bid	Double A Everyday, Item #DA851420	Quill 720223CT	Multipurpose/Equal
Brightness:	96	92	92
Weight:	20lb	20lb	20
Moisture Content:	4%	4.50%	-----
Sheets per Ream:	500	500	500
Reams per Case:	10	10	10
Anticipated Delivery Date:	Upon Request	Not Given	14-28 Days
Cost per Case	$40.00	$62.99	$45.00
Total Cost for Eight (8) Cases		$1,617.00	$360

(Bidding Firm)	***Exceptions***

Total Cost for Eight (8) Cases	$320.00	$1,617.00	$500
Honor Through	06/01/2021 to 08/01/2021	6/3/2021 to 9/30/2021	6/1/2021 to 7/31/2021
Total Bid Cost	$45,370	$49,274.34	$44,696



Mr. Jerry S. Boyd
Director Of Schools

405 W. College St.
Jonesborough, TN 37659
Phone (423) 753-1100

REQUEST FOR PROPOSALS

Beverage proposal for Washington County, TN Schools

The following items are requested needs for the proposal:

1. Update and maintain product logos for all current scoreboards.
2. Provide $ _____ sponsorship per year.
3. Provide $ _____ for scholarships per year.
4. Provide $ _____ for scoreboard purchases per year.
5. Pay rebate of $ _____ per case on purchases through concessions.
6. Provide the commission rates for sold items.
7. Provide _____ complimentary cases of products per year for Central Office Board Meetings.

We appreciate the opportunity to receive your proposal to serve our community through being a partner with your organization.

Board of Directors

Annette Buchanan
Jason Day
Mary Beth Dellinger

Keith Ervin
Chad Fleenor
David Hammond

Mitch Meredith
Mike Masters
Whitney Riddle

Washington County
Department of Education
Memorandum
Director's Office

DATE: June 3, 2021

TO: Washington County Board of Education

FROM: Dr. Jarrod Adams

SUBJECT: Recommendation of Bids for Board Action

The Bid Opening for the Washington County Board of Education was held at 2:00 p.m., June 3, 2021, in the Central Office.

The Bid Review Team makes the following recommendations:

Door Hardware

Award Trimble Company, Johnson City, TN, the bid for purchase of Door Hardware at total bid cost of $31,706.00.

Duplicating Paper

Award Tennessee Office Supply the bid for duplicating paper on quality of product at $26.50 per case for 8 ½ X 11 and $40.00 per case for 8 ½ X 14 at total bid cost of $45,370.00.

Motor Oil

Award Greeneville Oil & Petroleum, Greeneville, TN the bid for purchase of motor oil for bulk ($9.49 per gallon).

Tires

Award Best One Tire, Kingsport, TN the bid for purchase of Firestone Transforce HT2 225/75R16 tires for $10,150.00 and Firestone 16 ply FS561 2 for $43,264.50.

Mr. Boyd,

I am requesting permission to release for public bid the repainting of the interior and exterior of the DCHS ROTC building. The building was built in 2002 or 2003 and has not been repainted. Funds are available in the current maintenance budget. Estimated cost to repaint $19,000.00. I ask for this to be placed on the workshop agenda for May 26th.

Thank you,

Phillip Patrick

EDUCATIONAL BOARD AGREEMENT

AGREEMENT TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the **Washington County Board of Education** hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE,

SECTION 1. BE IT AGREED BY THE **Washington County Board of Education**, that there be and is hereby amended as follows:

TITLE:

This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of **Washington County Board of Education**.

PURPOSE:

The **Washington County Board of Education** in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

1) Provide a safe and healthful place and condition of employment that includes:
   a) Top Management Commitment and Employee Involvement;
   b) Continually analyze the worksite to identify all hazards and potential hazards;
   c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
   d) Train managers, supervisors, and employees to understand and deal with worksite hazards.

2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.

3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.

4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.

5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.

6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of **Washington County Board of Education** shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the **Washington County Board of Education** are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this agreement, **Dr. Jarrod Adams, Assistant Director of Schools** is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

FUNDING THE PROGRAM PLAN:

Sufficient funds for administering and staffing the Program Plan pursuant to this agreement shall be made available as authorized by the **Washington County Board of Education**.

SEVERABILITY:

SECTION 2. BE IT FURTHER AGREED that if any section, sub-section, sentence, clause, phrase, or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC:

SECTION 3. BE IT FURTHER ASSURED that this agreement shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the **Washington County Department of Education** requiring it.

_____ _____

(Director of Schools) (Date-Passed First Reading)

_____

(Chairman of the Board)

PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH
PROGRAM PLAN FOR THE EMPLOYEES OF **Washington County Board of Education.**

SECTION		PAGE
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I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of **Washington County Board of Education**.

This plan is applicable to all employees, part-time or full-time, seasonal or permanent.

The **Washington County Board of Education** in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

a. Provide a safe and healthful place and condition of employment.
b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

a. COMMISSIONER OF LABOR and Workforce Development means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
b. EMPLOYER means the **Washington County Board of Education**and includes each administrative department, Educational Board, educational board, commission, division, or other agency of the **Washington County Board of Education**.
c. SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or DIRECTOR means the person designated by the establishing agreement, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of **Washington County Board of Education**.
d. INSPECTOR(S) means the individual(s) appointed or designated by the Safety Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.
e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department, board, commission, division, or other agency of this employer.
f. EMPLOYEE means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
g. PERSON means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
h. STANDARD means an occupational safety and health standard promulgated by the Commissioner of

Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.

i. IMMINENT DANGER means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
j. ESTABLISHMENT or WORKSITE means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
k. SERIOUS INJURY or HARM means that type of harm that would cause permanent or prolonged impairment of the body in that:

    1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
    2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

l. ACT or TOSH Act shall mean the Tennessee Occupational Safety and Health Act of 1972.
m. GOVERNING BODY means the Board of Education, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local School System, or schools to which this plan applies.
n. CHIEF EXECUTIVE OFFICER means the chief administrative official, Director of Education, Director of Schools, Superintendent of Schools, etc., as may be applicable.

III. EMPLOYER'S RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
c. Employer shall refrain from an unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employers place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.
d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
f. Employer is entitled to protection of its legally privileged communication.
g. Employer shall inspect all worksites to ensure the provisions of this Program Plan are complied with and carried out.
h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
i. Employer shall notify all employees of their rights and duties under this Program Plan.

IV. EMPLOYEE'S RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.
h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety or others or when a medical examination may be reasonably required for performance of a specific job.
k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.

V. ADMINISTRATION

a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.

    1. The Safety Director may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
    2. The Safety Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Safety Director.
    3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
    4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
    5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
    6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to

correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.

7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
9. **The Safety Director shall, in the eventuality that there is a fatality, ensure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours. All work-related inpatient hospitalizations, amputations, and loss of an eye must be reported to TOSHA within 24 hours.**

b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.

1. The administrative or operational head shall follow the directions of the Safety Director on all issues involving occupational safety and health of employees as set forth in this plan.
2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

VII. VARIANCE PROCEDURE

The Safety Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

a. The application for a variance shall be prepared in writing and shall contain:

1. A specification of the standard or portion thereof from which the variance is sought.
2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the

application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.

b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:

    1. The employer
        i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
        ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
        iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.

    2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.

d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accidents, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to www.osha.gov and type Recordkeeping Forms in the search box.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan.

Details of how reports of occupational accidents, injuries, and illnesses will reach the record keeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter

but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).

b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.

c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.

d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.

e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.

f. Copies of all complaints and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

X. EDUCATION AND TRAINING

a. Safety Director and/or Compliance Inspector(s):

1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.

2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employees work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocution; Struck by/Caught In; Trench Cave In; Heat Stress and Drowning.

5. Instruct employees on hazards and dangers of confined or enclosed spaces.

   i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
   ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
   iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will insure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

a. In order to carry out the purposes of this Agreement, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
   1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
   2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.

b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.

c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.

d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.

e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.

f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.

g. Advance Notice of Inspections.

   1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make

minor or temporary adjustments in an attempt to create misleading impressions of conditions in an establishment.

2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.

h. The Safety Director need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:

1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Safety Director.

i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

XII. IMMINENT DANGER PROCEDURES

a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:

1. The Safety Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
5. The imminent danger shall be deemed abated if:

   i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
   ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.

6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.

b. Refusal to Abate.

1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Chief Executive Officer immediately.
2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:

   1. Issue an abatement order to the head of the worksite.
   2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.

b. Abatement orders shall contain the following information:

   1. The standard, rule, or regulation which was found to be violated.
   2. A description of the nature and location of the violation.
   3. A description of what is required to abate or correct the violation.
   4. A reasonable period of time during which the violation must be abated or corrected.

c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

XIV. PENALTIES

a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:

   1. Oral reprimand.
   2. Written reprimand.
   3. Suspension for three (3) or more working days.
   4. Termination of employment.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (agreement, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY

AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency or Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

a. Compliance with any other law, statute, agreement, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statue, agreement, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, agreement, or executive order, as applicable, is specifically repealed.

_____

Signature: Safety Director, Occupational Safety and Health and Date

APPENDIX - I WORK LOCATIONS
(ORGANIZATIONAL CHART)

Buildings	Address	Number	# of Employees
Asbury School	2002 Indian Ridge Rd., Johnson City, TN 37602	(423) 434-4900	20
Boones Creek Elementary	132 Highland Church Rd., Johnson City, TN 37615	(423) 283-3520	103
Daniel Boone High School	1440 Suncrest Dr., Gray, TN 37615	(423) 477-1600	122
David Crockett High School	684 Old State Route 34, Jonesborough, TN 37659	(423) 753-1150	122
Fall Branch Elementary	1061 Highway 91, Fall Branch, TN 37656	(423) 348-1200	32
Grandview Elementary	2891 Highway 11E, Telford, TN 37690	(423) 257-7400	71
Gray Elementary	755 Gray Station Rd., Gray., TN 37615	(423) 477-1640	64
Jonesborough Elementary	306 Forest Dr., Jonesborough, TN 37659	(423) 753-1180	63
Jonesborough Middle School	308 Forest Dr., Jonesborough, TN 37659	(423) 753-1190	53
Lamar Elementary	3261 Highway 81 South, Jonesborough, TN 37659	(423) 753-1130	63
Midway Alternative School	3519 West Walnut St., Johnson City, TN 37601	(423) 434-4900	15
Ridgeview Elementary	252 Sam Jenkins Rd., Gray, TN 37615	(423) 788-7340	77
South Central Elementary	2955 Highway 107, Chuckey, TN 37641	(423) 753-1135	35
Sulphur Springs Elementary	1588 Gray/SS Rd., Jonesborough, TN 37659	(423) 753-1140	53
West View Elementary	2847Old State Route 34, Jonesborough, TN 37659	(423) 753-1175	49
Maintenance Warehouse	306 ½ Forest Dr., Jonesborough, TN 37659	(423) 753-1129	25
Bus Garage	307 Forest Dr., Jonesborough, TN 37659	(423) 753-1172	7
Central Office	405 W. College St., Jonesborough, TN 37659	(423) 753-1100	36

Total Number of Employees : 1016

APPENDIX – II NOTICE TO ALL EMPLOYEES

NOTICE TO ALL EMPLOYEES OF **Washington County Department of Education**

The Tennessee Occupational Safety and Health Act of 1972 provides job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to insure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the **Safety Director or Director of Schools**.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before **Dr. Jarrod Adams, Safety Officer for Washington County Department of Education** for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of **Washington County Department of Education** is available for inspection by any employee at **Washington County Department of Education Central Office** during regular office hours.

_____

DIRECTOR OF SCHOOLS/ DATE

APPENDIX - III PROGRAM PLAN BUDGET

STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that **Washington County Board of Education** has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

APPENDIX – IV ACCIDENT REPORTING PROCEDURES

(1-15) Employees shall report all accidents, injuries, or illnesses directly to the Safety Director as soon as possible, but not later than twenty-four (24) hours after the occurrence. Such reports may be verbal or in writing. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The Safety Director will insure completion of required reports and records in accordance with Section VIII of the basic plan.

(16-50) Employees shall report all accidents, injuries, or illnesses to their supervisor as soon as possible, but not later than two (2) hours after the occurrence. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will investigate the accident or illness, complete an accident report, and forward the accident report to the Safety Director and/or record keeper within twenty-four (24) hours of the time the accident or injury occurred or the time of the first report of the illness.

(51-250) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Director and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the record keeper.

(251-Plus) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves a fatality, inpatient hospitalization, amputation, loss of an eye, loss of consciousness, broken bones, or third degree burns, the Safety Director will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the record keeper.

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in

writing to the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether an accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If an employee was hospitalized, name and address of hospital.
11. Date of report.

NOTE: A procedure such as one of those listed above or similar information is necessary to satisfy Item Number 4 listed under PROGRAM PLAN in Section V. ADMINISTRATION, Part b of the Tennessee Occupational Safety and Health Plan. This information may be submitted in flow chart form instead of in narrative form if desired. These procedures may be modified in any way to fit local situations as they have been prepared as a guide only.

The four (4) procedures listed above are based upon the size of the work force and relative complexity of the organization. The approximate size of the organization for which each procedure is suggested is indicated in parenthesis in the left hand margin at the beginning, i.e., (1-15), (16-50), (51-250), and (251 Plus), and the figures relate to the total number of employees including the Chief Executive Officer but excluding the governing body Board of Directors, etc.

Generally, the more simple an accident reporting procedure is, the more effective it is. Please select the one procedure listed above, or prepare a similar procedure or flow chart, which most nearly fits what will be the most effective for your local situation. Note also that the specific information listed for written reports applies to all three of the procedures listed for those organizations with sixteen (16) or more employees.

Washington County
CTE Surplus inventory

DANIEL BOONE

Drill Press
Grinder
Plasma Cutter
Mig Welder

DAVID CROCKETT

Frame machine (2001)
Sandblaster (1980)- Needs gloves
English Wheel
Air compressor
Outside Compressor
Paint Gun Washer
Paint Guns

First Name	Last Name	20-21 Rate	36% INCREASE	PER HOUR @ 36%
Tre	Adams	$10.40	1.36	$ 14.14
Lisa	Ayllon	**$11.19**	1.36	$ 15.22
Tammy	Ayers	$13.20	1.36	$ 17.95
Melissa	Arrowood	$9.45	1.36	$ 12.85
Ashley	Bailey	$10.40	1.36	$ 14.14
Grace	Ballard	$10.69	1.36	$ 14.54
Sandy	Bolton	$10.01	1.36	$ 13.61
Mikayla M	Bradley	$10.67	1.36	$ 14.51
Gail	Brocklebank	$11.38	1.36	$ 15.48
Frances	Broyles	$12.72	1.36	$ 17.30
Patricia	Broyles	$11.97	1.36	$ 16.28
Tammy	Burns	$9.81	1.36	$ 13.34
Susan	Constable	$13.34	1.36	$ 18.14
Sarina	Duncan	$9.91	1.36	$ 13.48
Niki	Firestein	$11.10	1.36	$ 15.10
Christine	Fiore	$11.10	1.36	$ 15.10
James	Garst Jr	$11.29	1.36	$ 15.35
Cathy	Gilley	$12.27	1.36	$ 16.69
Frances	Gouge	$10.66	1.36	$ 14.50
Karen	Hall	$10.20	1.36	$ 13.87
Kim	Hunt	$10.11	1.36	$ 13.75
Julie	Kennedy	$13.29	1.36	$ 18.07
Kim	Ingle	$10.01	1.36	$ 13.61
Tiffany	Malloy	$13.20	1.36	$ 17.95
Sandra	Marken	$9.92	1.36	$ 13.49
Golda	McDaniel	$11.10	1.36	$ 15.10
James	McGonigle	$9.64	1.36	$ 13.11
Shawn	Mullins	$10.21	1.36	$ 13.89
Kim	Neal	$11.58	1.36	$ 15.75
Christi	Ogle	$11.98	1.36	$ 16.29
Jan	Orchard	$10.79	1.36	$ 14.67
Cody	Page	$9.45	1.36	$ 12.85
Angelina	Royston	$9.73	1.36	$ 13.23
Logan	Scott-Johnson	$9.91	1.36	$ 13.48
Jennifer	Simpson	$10.31	1.36	$ 14.02
Monnie	Slagle	$11.69	1.36	$ 15.90
Dangy	Spurlock	$9.91	1.36	$ 13.48
Alliston	Underwood	$11.51	1.36	$ 15.65
Stefanie	Walker	$10.88	1.36	$ 14.80
Brandi	Young	$10.11	1.36	$ 13.75

	Hours per Day		36% Increase Rate	$400 Per Week	Program Expense
	6		$ 424.32	400	$ 1,697.28
	6		$ 456.55	400	$ 1,826.21
Secretary	6		$ 538.56	400	$ 2,154.24
	6		$ 385.56	400	$ 1,542.24
	6		$ 424.32	400	$ 1,697.28
	6		$ 436.15	400	$ 1,744.61
	6		$ 408.41	400	$ 1,633.63
	5.5	15 days	$ 399.06	400	$ 1,197.17
	6		$ 464.30	400	$ 1,857.22
Secretary	6		$ 518.98	400	$ 2,075.90
	6		$ 488.38	400	$ 1,953.50
	6		$ 400.25	400	$ 1,600.99
Secretary	6		$ 544.27	400	$ 2,177.09
	6		$ 404.33	400	$ 1,617.31
	6		$ 452.88	400	$ 1,811.52
	6		$ 452.88	400	$ 1,811.52
	6		$ 460.63	400	$ 1,842.53
	6	20 days	$ 500.62	400	$ 2,002.46
	6		$ 434.93	400	$ 1,739.71
	6		$ 416.16	400	$ 1,664.64
	6		$ 412.49	400	$ 1,649.95
Secretary	6		$ 542.23	400	$ 2,168.93
	6		$ 408.41	400	$ 1,633.63
Secretary	6		$ 538.56	400	$ 2,154.24
	6		$ 404.74	400	$ 1,618.94
	5.5	15 days	$ 415.14	400	$ 1,245.42
	6		$ 393.31	400	$ 1,573.25
	6		$ 416.57	400	$ 1,666.27
	6		$ 472.46	400	$ 1,889.86
Secretary	6		$ 488.78	400	$ 1,955.14
	6		$ 440.23	400	$ 1,760.93
	6		$ 385.56	400	$ 1,542.24
	6		$ 396.98	400	$ 1,587.94
	6		$ 404.33	400	$ 1,617.31
	6		$ 420.65	400	$ 1,682.59
	6		$ 476.95	400	$ 1,907.81
	6		$ 404.33	400	$ 1,617.31
	6		$ 469.61	400	$ 1,878.43
	6		$ 443.90	400	$ 1,775.62
	6		$ 412.49	400	$ 1,649.95
	Totals		$ 17,759.25	$ 16,000.00	$ 70,222.82
	Increased Weekly Expense		$ 1,759.25		

Total Program Gross Salary Change		**$**	**7,022.82**
FICA	6.20%	$	435.41
Med-D	1.45%	$	101.83
Retirement	9.61%	$	674.89
Total Expense Increase at 36% Increase		**$**	**8,234.96**

$400 P/Week

Program Expense	
$	1,600.00
$	1,600.00
$	1,600.00
$	1,600.00
$	1,600.00
$	1,600.00
$	1,600.00
$	1,200.00
$	1,600.00
$	1,600.00
$	1,600.00
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$	1,600.00
$	1,600.00
$	1,600.00
$	1,600.00
$	63,200.00

Summer School Pay Rates

Administrators Pay	$50 per Hour
Teachers	$45 per Hour
IA's	36% increase to regular hourly pay
SPED IA's	36% increase to regular hourly pay
SPED IA's riding the bus if over 6-hours per day	36% increase to regular hourly pay
Nurse Pay	Reg. Pay Plus $25 per hour
Bus Drivers (Code 2 Rate)	$81.22 per route
Dietary (Hourly Employees)	36% increase to regular hourly pay

WCS -- Sumer Learning Camp Enrollment

Week 1: As of 06/03/2021

	Student Daily Attendance											# of Teachers							
June 1st	**K**	**1st**	**2nd**	**3rd**	**4th**	**5th**	**6th**	**7th**	**8th**	**CDC**		**K**	**1st-5th**	**6th-8th**	**SPED**	**RTI (Gen)**	**RA**	**IA's**	
Fall Branch	9	16	15	11	11	12	8	5	2			1	4	2	1		1	2	89
Grandview	21	26	15	10	11	16	8	3	9			1	6	3	1	1	1	1	119
JES	45	33	36	32	22					4		4	8		2		1	3	172
JMS						36	16	14	17	9			2	3	3	0	1	4	92
Lamar	18	16	19	5	3	6	4	3	1			1	5	2	1		1	3	75
Ridgeview(BCE)	49	47	44	45	41	23	26	14	14	11		4	16	4	5	1	2	8	314
South Central	7	3	13	3	5	1	4	5	2			1	2	2	1		1	2	43
SS(GES)	35	27	24	21	16	17	11	9	5			2	9	2	1	1	1	5	165
West View	4	11	6	6	7	8	3	5	3			1	5	1		1	1	3	53
Totals	188	179	172	133	116	119	80	58	53	24	0	15	57	19	15	4	10	31	1122

	Student Daily Attendance											# of Teachers							
June 2nd	**K**	**1st**	**2nd**	**3rd**	**4th**	**5th**	**6th**	**7th**	**8th**	**CDC**		**K**	**1st-5th**	**6th-8th**	**SPED**	**RTI (Gen)**	**RA**	**IA's**	
Fall Branch	10	20	13	13	9	11	10	6	3			1	4	2	1		1	2	95
Grandview	24	26	18	14	17	14	13	6	9										141
JES	48	36	37	30	21					6		4	8		2		1	3	178
JMS						34	16	14	14	9		0	2	3	3	0	1	4	87
Lamar	19	16	17	7	8	10	5	2	1	0									85
Ridgeview(BCE)	53	47	37	44	39	28	29	15	14	9		4	16	4	5	1	2	8	315
South Central	7	5	11	3	6	2	9	3	4			1	2	2	1		1	2	50
SS(GES)	33	32	25	23	19	16	9	10	8			2	9	2	1	1	1	5	175
West View	5	11	7	6	7	8	3	5	3			1	5	1		1	1	3	55
Totals	199	193	165	140	126	123	94	61	56	24	0	13	46	14	13	3	8	27	1181

	Student Daily Attendance											# of Teachers							
June 3rd	**K**	**1st**	**2nd**	**3rd**	**4th**	**5th**	**6th**	**7th**	**8th**	**CDC**		**K**	**1st-5th**	**6th-8th**	**SPED**	**RTI (Gen)**	**RA**	**IA's**	
Fall Branch	11	19	14	11	11	10	8	5	3			1	4	2	1		1	3	92
Grandview	23	24	18	15	16	11	13	8											128
JES	50	35	39	32	22					7		4	8		2		1	4	185
JMS						38	17	12	12	9			2	3	3	0	1	4	88
Lamar	17	17	20	6	6	9	5	2	1										83
Ridgeview(BCE)	48	44	46	50	39	23	27	11	11	12		4	16	4	5	1	2	7	311
South Central	5	6	8	3	6	1	4	4	3			1	2	2	1		1		40
SS(GES)	35	33	27	18	18	15	9	9	8			2	9	2	1	1	1	5	172
West View	5	11	8	7	7	10	4	5	3			1	5	1		1	1	3	60
Totals	194	189	180	142	125	117	87	56	41	28	0	13	46	14	13	3	8	26	1159

WCS Enrollment
2021-2022
(as of: 06/01/2021)

Total Projected Enrollment **7,828** *7828*

Projected Enrollment

School	P3	P4	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL	Total w/o PK	Capacity	20-21 Total	Enroll Diff	Avail Seats	Percent Capacity
ELEMENTARY SCHOOLS																						
Boones Creek Elementary School			76	75	108	97	73	71	92	78	95					765	765	1100	798	-33	335	69.5%
Fall Branch Elementary School			22	40	22	23	21	28	22	27	27					232	232	302	240	-8	70	76.8%
Grandview Elementary School	11	16	54	63	61	52	66	68	66	64	71					592	565	647	654	-62	55	91.5%
Gray Elementary School			51	60	62	51	49	53	43	64	55					488	488	690	524	-36	202	70.7%
Jonesborough Elementary School			73	83	77	89	88									410	410	508	452	-42	98	80.7%
Lamar Elementary School		1	24	40	44	31	37	43	42	49	45					356	355	582	414	-58	226	61.2%
Ridgeview Elementary School	7	20	70	75	58	86	100	72	84	70	76					718	691	668	743	-25	-50	107.5%
South Central Elementary School			18	23	19	13	14	16	28	27	34					192	192	345	206	-14	153	55.7%
Sulphur Springs Elementary School			35	28	35	32	30	34	37	39	39					309	309	539	322	-13	230	57.3%
West View Elementary School			21	12	40	25	42	36	46	45	48					315	315	604	360	-45	289	52.2%
MIDDLE SCHOOLS																						
Jonesborough Middle School								104	94	95	106					399	399	500	391	399	101	79.8%
HIGH SCHOOLS																						
Daniel Boone High School												288	314	313	323	1238	1238	1316	1171	67	78	94.1%
David Crockett High School												314	332	278	344	1268	1268	1512	1166	102	244	83.9%
TVLA												3	5	11	19	38	38		21	17	-38	
Asbury Optional & Midway included in Boone and Crockett numbers																						
University School			1	19	20	22	19	26	26	51	51	52	72	78	71	508	508		575	-67		
Total Enrollment Numbers	**18**	**37**	**445**	**518**	**546**	**521**	**539**	**551**	**580**	**609**	**647**	**657**	**723**	**680**	**757**	7828	**7773**	**9313**	**8037**	**-276**	**1485**	**78.6%**
																7320						

PreK	55	55
K-3 Total	1968	2030
4-6 Total	1599	1670
7-8 Total	1154	1256
9-12 Total	2544	2817
	7320	7828

Washington County Board of Education

Monitoring: **Review: Annually**	Descriptor Term: **Expenses and Reimbursements**	Descriptor Code: **2.804**	Issued Date: **06/25/19**
		Rescinds: **2.804**	Issued: **04/05/18**

Central Office

The board shall review expense allowances and reimbursement guidelines on an annual basis.

Requests for reimbursements shall be submitted to the director of schools' office within thirty (30) days of the date of the completion of such travel.

The director of schools shall develop procedures and forms to ensure consistency and transparency with the implementation of this policy.

SCHOOL PERSONNEL

School personnel who incur expenses in carrying out their authorized duties will be reimbursed upon submission of an approved voucher and supporting receipts.

Expenses for travel will be reimbursed when the travel has the advance authorization of the director of schools. The director of schools may grant this authorization without prior board action when the travel expense has been anticipated and incorporated into the operational budget of the particular program involved.

Any reimbursement made to a school principal from a Washington County Department of Education or school bank account must have final approval from the Director of Schools before reimbursement can be processed.

The board shall be responsible for all expenses pertaining to staff development. Student activity funds shall not be used for this purpose.[1]

BOARD MEMBERS

The members of the board shall be paid for transportation, lodging, meals, and other pertinent expenses when traveling on business for the board. Attendance at conventions or other educational meetings or travel for other school purposes shall be authorized in advance by the board.[2]

Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 5-18
2. TCA 49-2-2001(c)

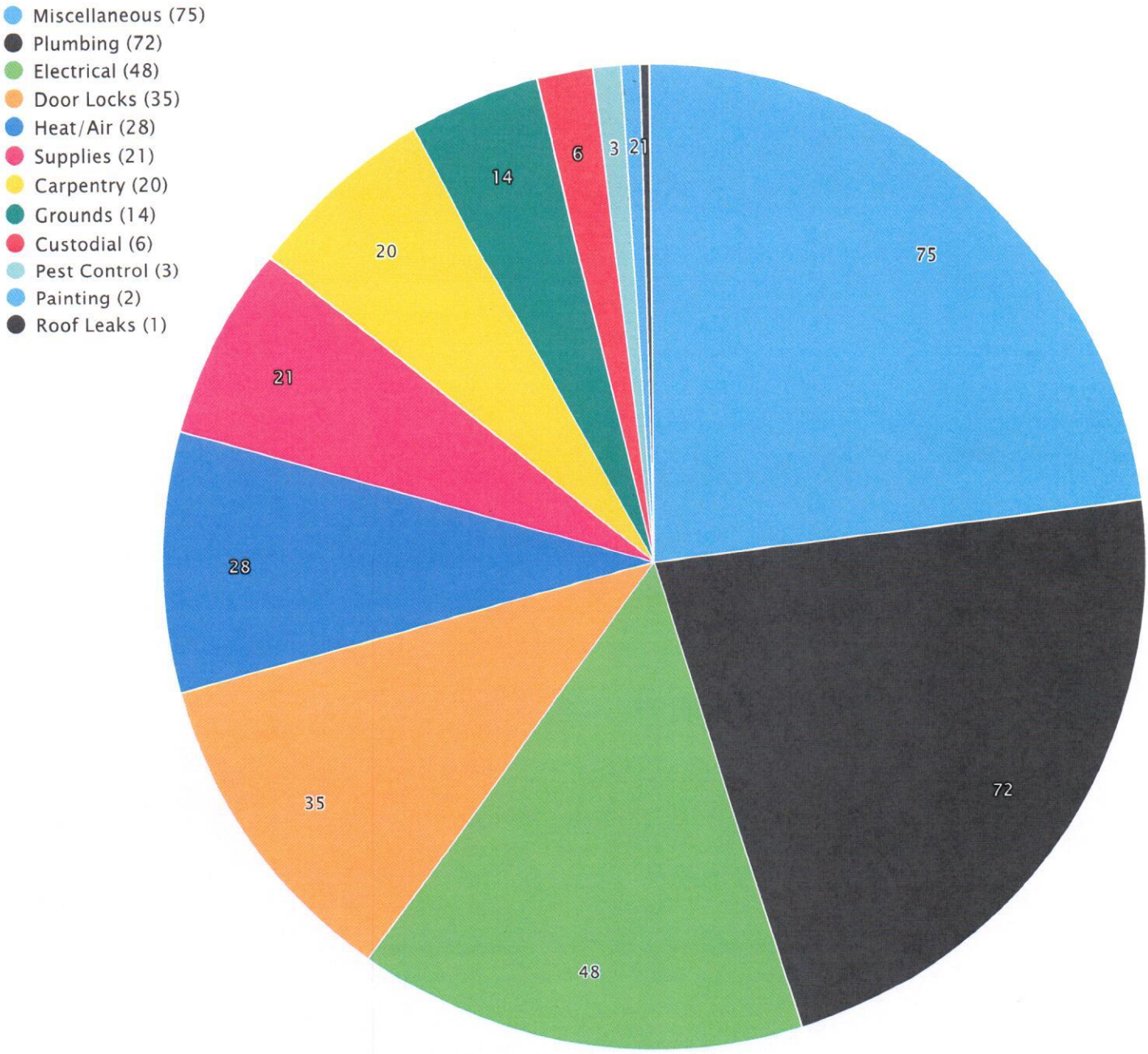
EXPENSE REIMBURSEMENT RATES

Per Diem Reimburseable Mileage Rates

Mileage: $0.47 Per Mile

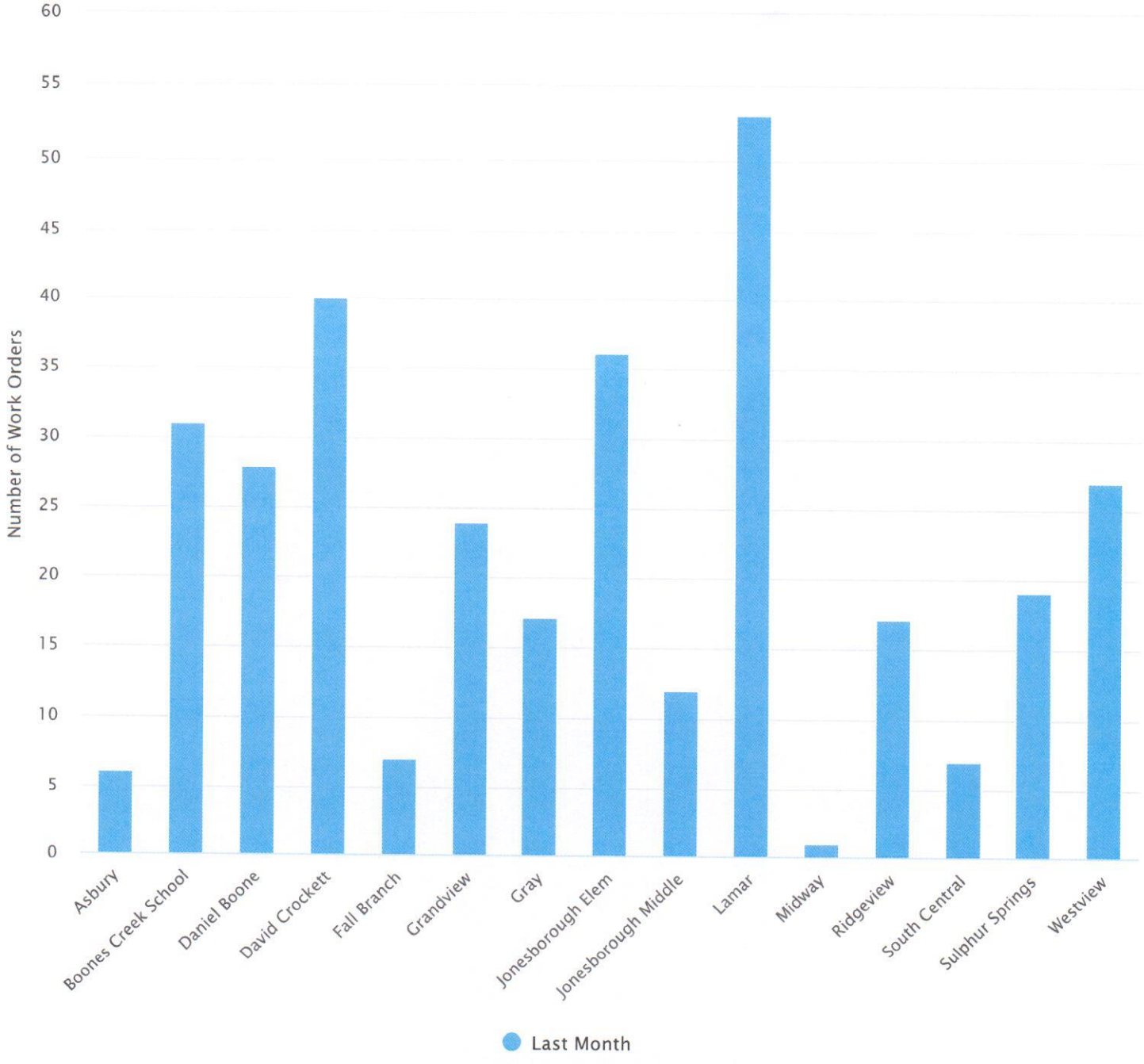
Meals:	In-State	Out-of-State
Breakfast	$ 8.00	$ 8.00
Lunch	$ 12.00	$ 12.00
Dinner	$ 18.00	$ 18.00
Daily Total	$ 38.00	$ 38.00

Service Categories



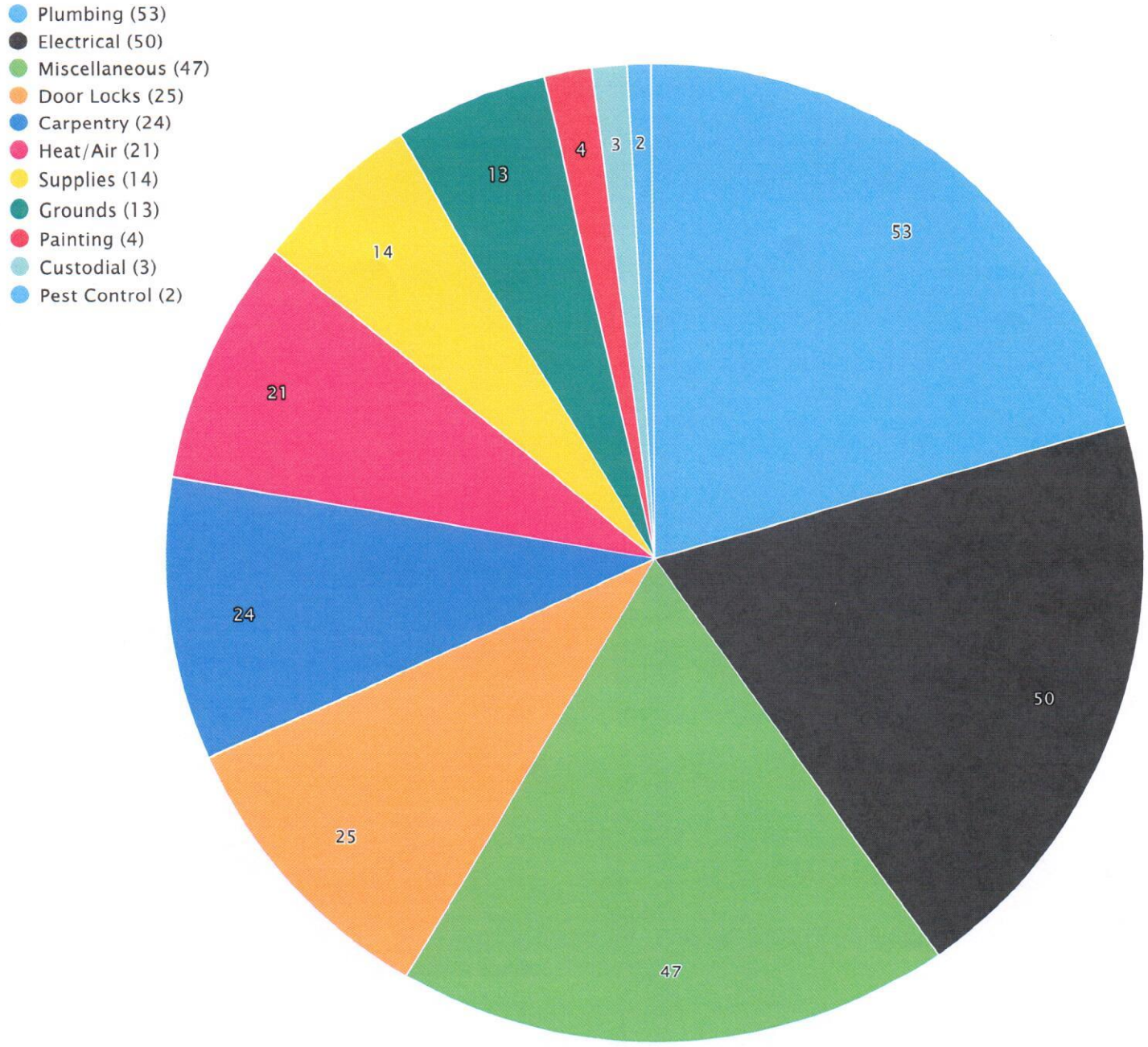
Completed May 2021

Work Orders By Location



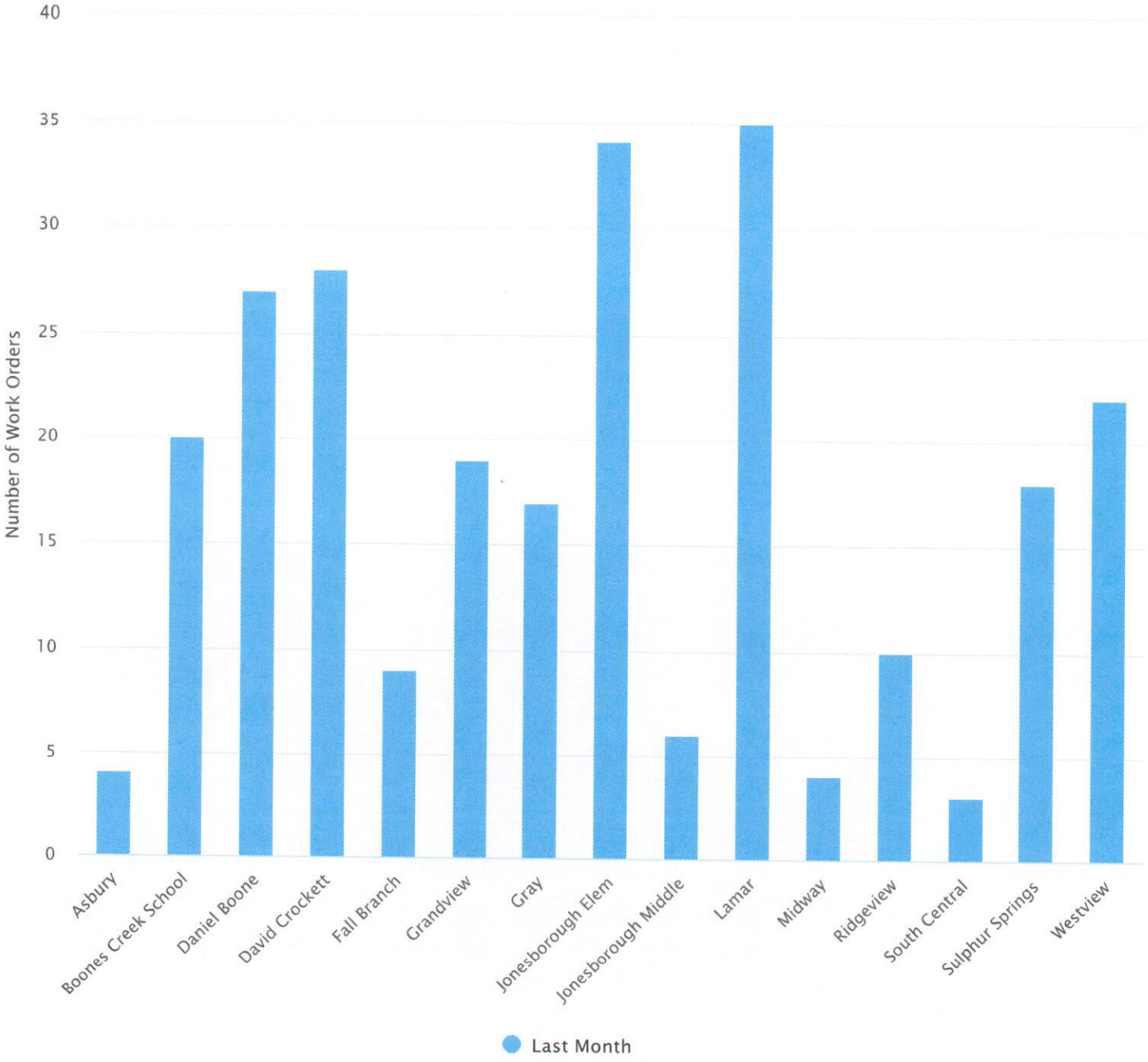
Completed May 2021

Service Categories



Created May 2021

Work Orders By Location



Created May 2021

SCHOOL	DATE
Boones Creek Elementary	12-May-21
	12-May-21
	19-May-21
	19-May-21
	21-May-21
Fall Branch Elementary	7-May-21
	13-May-21
	13-May-21
Grandview Elementary	
Gray Elementary	4-May-21
	20-May-21
Jonesborough Elementary	
Jonesborough Middle	
Lamar Elementary	4-May-21
	6-May-21
	7-May-21
	7-May-21
	7-May-21
	11-May-21
	12-May-21
	18-May-21
	19-May-21
	20-May-21
Ridgeview Elementary	5-May-21
	5-May-21
	6-May-21
	6-May-21
	7-May-21
	11-May-21
	11-May-21
	12-May-21
	13-May-21
	13-May-21
	20-May-21
South Central Elementary	18-May-21
	19-May-21
	20-May-21
Sulphur Springs Elementary	
University School	
West View Elementary	
Daniel Boone High School	12-May-21
	13-May-21
	13-15-May-21
	29-Jun-21
	23-27-July-21

David Crockett High School	6-May-21
	7-May-21
	7-8-May-21
	13-May-21
	11-May-21
	18-May-21
	18-May-21
	24-May-21
	13-20-June-21
	23-27-June-21
	28-Jun-21
	29-Jun-21
	30-Jun-21
	11-14-July-21

DESTINATION
Doe River Gorge
BCE "Water Park"
Winged Deer Park
Warriors Path State Park
Bays Mountain Park
Cooper's Gem Mine & McDonald's
Wallabies
Bays Mountain Park
Sycamore Shoals Park
Gray Elementary Outdoor Campus
Hands on Discovery Center/Depot St Park
Rocky Mount Historic Site
Fenders Farm
Northeast St and TCAT Elizabethton/Food Court JC Mall
Bristol Caverns
Holiday Lanes; Winged Deer Park
Davy Crockett State Park
Warriors Path State Park
Tipton-Haynes Historic Site
Davy Crockett State Park
Bays Mountain Park
Clyde Austin 4-H Camp
Doe River Gorge
Rotary Park
Rotary Park
Doe River Gorge
Pathfinders Youth Camp
Bristol Caverns
Tipton-Haynes Historic Site
Pathfinders Youth Camp
Paradise Acres
Metro Kiwanis Park
Kingsport Aquatic Center
South Central Ruritan Field
Appalachian Fair Grounds
SS; FB; RV; BCE
TN Charolais Field Day
FFA State Convention
National JROTC Academic Bowl Championship

NESCC Main Campus
Davy Crockett Birthplace
Davy Crockett Birthplace
TCAT - WELD Certification Test
Breakout Games
TCAT Cosmetology
Holiday Lanes & Mellow Mushroom
Northeast State - EMT National Registry Re-test
Disney World
Gary Anderson CMP Competition Cheer Center
FFA State Convention
FFA State Convention
FFA State Convention
The Park Vista (Doubletree)

LOCATION	GRADE LEVEL
Hampton, TN	8th Grade
Johnson City, TN	Pre-K
Johnson City, TN	Kindergarten
Kingsport, TN	2nd Grade
Kingsport, TN	5th Grade
Blountville, TN	1st and 2nd
Johnson City, TN	3rd Gr HR
Kingsport, TN	Kindergarten
Elizabethton, TN	8th Grade
Gray, TN	Pre-K
Gray, TN/Jonesborough, TN	K-8 CDC
Piney Flats, TN	2nd
Jonesborough, TN	Kindergarten
Elizabethton, TN/Johnson City, TN	8th Grade
Piney Flats, TN	5th Grade
Johnson City, TN	7th Grade
Limestone, TN	6th Grade
Kingsport, TN	8th Grade
Johnson City, TN	3rd Grade
Limestone, TN	1st Grade
Kingsport, TN	2nd Grade
Greeneville, TN	5th Grade
Hampton, TN	8th Grade
Johnson City, TN	Kindergarten
Johnson City, TN	Kindergarten
Hampton, TN	3rd Grade
Kingsport, TN	6th Grade
Piney Flats, TN	4th Grade
Johnson City, TN	1st Grade
Kingsport, TN	7th Grade
Johnson City, TN	8th Grade
Johnson City, TN	7th & 8th Grade
Kingsport, TN	7th & 8th Grade
Chuckey, TN	6th Grade
Gray, TN	10th - 12th Grade
Sulphur Springs, TN - Boones Creek, TN	9th - 11th Grade
Dyersburg, TN	10th Grade
Gatlinburg, TN	10-12 FFA
Washington, DC	10th - 11th Grade

Blountville, TN	12th Grade
Limestone, TN	9-12 Grade FCCLA
Limestone, TN	12th Grade EMT Certification
Elizabethton, TN	10th - 12th Grade
Asheville, NC	12th Grade - CNA Students
Elizabethton, TN	12 Grade
Johnson City, TN	9-12 CDC
Blountville, TN	12th
Orlando, FL	9-12 FCCLA
Port Clinton, OH	11th-12th Grade
Gatlinburg, TN	9-12 FFA
Gatlinburg, TN	9-12 FFA
Gatlinburg, TN	9-12 FFA
Gatlinburg, TN	9-12 Cheerleaders

TIME AWAY
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WASHINGTON COUNTY SCHOOLS

Monthly Grant Update(s)

June 3, 2021

Awarded Grants

Governor's Early Literacy Foundation **$3000** Refuel Grant to provide New Book Giveaways for grades K-3 when the Book Mobile visits the elementary schools during summer school. The funding provides 507 new books and Driver's wages and match fringe benefits.

Dollar General Literacy Foundation, Summer Reading Program awarded **$2819** to support students with literacy special needs by providing the Book Mobile Book Giveaways "Stop the Click, and Turn a Page" Program. The Book Mobile will visit the elementary schools during summer school. The funding supports SPIRE Illustrated Decodable Readers for various reading levels.

Information provided by: Twana McKinney, WCS Grant Writer

6/3/2021		Washington County Board of Education	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	Justifications
(FY21 Budget Amendment # 2)			Budget-Step Plus 1%	Increase	Budget	Increase	Budget	FY20 Data Prior Year
	Prg	Estimated Revenues	Budget Approved	(Decrease)	Amendment 1	(Decrease)	Amendment 2	Penny 100% 328,618 / 305,210
								Penny 96% 315,473.28 / 291,949.44
								City 47.87% 150,670.04 / 139,350.80
40100000		**Local Taxes**						County 52.13% 164,803.24 / 153,649.20
40100000		**County Property Taxes**						Schools receive 74.00 pennies
40110000		Current Property Tax	12,849,361		12,849,361		12,849,361	Based on FY20 Budget
40120000		Trustee's Collect - Prior Year	436,033		436,033		436,033	Based on FY20 Budget
40125000		CLK/Master Collections-Prior	1,715		1,715		1,715	Based on FY20 Budget
40130000		Clerk & Master Collect - Prior Years	237,783		237,783		237,783	Based on FY20 Budget
40140000		Interest and Penalty	191,661		191,661		191,661	Based on FY20 Budget
40150000		Pick-up Taxes	-		-		-	Based on FY20 Budget
40161000		Payments in Lieu of Taxes - TVA	2,800		2,800		2,800	Based on FY20 Budget
40162000		Payments in Lieu of Taxes - Local Utilities	207,972		207,972		207,972	Based on FY20 Budget
40163000		Payments in Lieu of Taxes - Other	20,000		20,000		20,000	Based on FY20 Budget
40200000		**County Local Option Taxes**			-		-	
40210000		Local Option Sales Tax	15,683,066		15,683,066		15,683,066	Based on FY20 Budget
40270000		Business Tax	405,000		405,000		405,000	Based on FY20 Budget
40300000		**Statutory Local Taxes**			-		-	
40320000		Bank Excise Tax	28,000		28,000		28,000	Based on FY20 Budget
40350000		Interstate Telecommunications Tax	6,721		6,721		6,721	Based on FY20 Budget
41110000		Marriage License	2,500		2,500		2,500	Based on FY20 Budget
42410000		Fines	-		-		-	Based on FY20 Budget
		Total Local Taxes	**30,072,612**		**30,072,612**		**30,072,612**	
43000000		**Charges for Current Services**						
43512000		Tuition - Adult Education	10,000		10,000		10,000	Expense Category 71600
43517000		Other Tuition - BCES Pre-K	66,000		66,000		66,000	BCES Pre-K Payments
43581000		Community Service Fees - Children	548,000		548,000		548,000	Based on FY19 Projections_Expense Category 73300_SACC Payments
		Total Charges for Current Services	**624,000**		**624,000**		**624,000**	
44000000		**Other Local Revenue**						
44100000		**Recurring Items**						
44110000		Interest Earned	65,000		65,000		65,000	Based on FY20 Budget
44120000		Rent on Buildings	1,000		1,000		1,000	
44520000		Insurance Recovery	31,906	141,604	173,510		173,510	LES Theft Reimb., GES Gym Floor
44500000		**Nonrecurring Items**			-		-	
44530000		Sale of Equipment	25,000		25,000		25,000	Surplus items sold on GovDeals
44540000		Sale of Property	-		-		-	
44560000		Damages Recovered from Individuals	1,000		1,000		1,000	Funds for lost & damaged textbooks
44570000		Contributions & Gifts	237,126	13,422	250,548	2,819	253,367	Ests. Donations to Genreal Fund, $219K TDEC Electric Bus, D-Lit. Grant, AASA Sourcewell, CSH Ballad Rein
44990000		Other Local Revenue - Tags	500		500		500	
44991000		Other Local Revenue - Court Fines & Contr	100,651		100,651		100,651	Contract with Pepsi & athletic tournaments
44992000		Other Local Revenue - Royalties & Comm	33,150		33,150		33,150	Bus Advertising
		Total Other Local Revenue	**495,333**		**650,359**		**653,178**	
46000000		**State of Tennessee**						
46511000		BEP Improvement Funds	36,966,000		36,966,000	338,500	37,304,500	FY21 April BEP Estimate
46515000		Early Childhood Education	172,802		172,802		172,802	PreK allocation for Lamar & Gray (172.8K)
46550000		Driver Education	30,896		30,896		30,896	State allocation based on number of students in driver ed
46590000		Other State Funds	201,050	125,340	326,390	12,887	339,277	CSH 100,000, FRC 29,612, State Grants, Dishwasher Grant, Youth Wellness, Learning Camp Drafts
46610000		Career Ladder Program	159,865		159,865		159,865	Flow through funds for eligible certified personnel
46615000		Career Ladder - Extended Contract	-		-		-	Program cut
		Total State Education Funds	**37,530,613**		**37,655,953**		**38,007,340**	
		Other State Revenues						
40275000		Mixed Drink Tax	13,000		13,000		13,000	4 pmts from town of Jonesborough
46851000		State Revenue Sharing - TVA	1,277,167		1,277,167		1,277,167	Based onFY20 collections
46980000		Other State Grants	443,245	112,011	555,256	15,875	571,131	TSTW ($208,212) and Safe Schools Recurring Funds ($142,216),GW, R2BR-Coaching, Gov Civic Grant, Mer
		Total Other State Revenues	**1,733,412**		**1,845,423**		**1,861,298**	
		Federal Funds Received Through State						
47143000		Education Handicapped Act - IDEA	3,500		3,500		3,500	High Cost Expense Reimbursement "add HC to account" (SPED Expense in 141E 72220-499)
47146000		English Language Acquisition Grants	3,900		3,900		3,900	Title III Consortium (In 71100-499)
47590000		Other Federal Funds Through State						Old E-rate funds
		Total Federal Funds Through State	**7,400**		**7,400**		**7,400**	
		Direct Federal Revenue						
47640000		ROTC Reimbursement	165,000		165,000		165,000	Reimbursement for Gov._Based on FY20
		Total Direct Federal Revenue	**165,000**		**165,000**		**165,000**	
		Total Revenues	**70,628,370**		**71,020,747**		**71,390,828**	

		Washington County Board of Education	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	Justifications
			Budget-Step Plus 1%	Increase	Budget	Increase	Budget	
		Estimated Revenues	Budget Approved	(Decrease)	Amendment 1	(Decrease)	Amendment 2	
		Other Sources (Non-revenue)						
49700000		Insurance Recovery						
49800000		Operating Transfers	54,400	13,100	67,500		67,500	Indirect cost from Federal Projects, 13.1K Transfer from Dietary
49801000		Transfers						
		Total Other Sources	**54,400**		**67,500**		**67,500**	
		Total Revenues & Other Sources	**70,682,770**		**71,088,247**		**71,458,328**	
34293000		Reserves - Local Prior Year						
34555000		Reserves - State						
39000000		Undesignated Fund Balance	3,440,534	500,000	3,940,534		3,910,108	Bank account funds used to balance the budget
		Total Estimated Revenues & Reserves	**74,123,304**		**75,028,781**		**75,368,436**	**Revenue**
		Total Estimate Expenses	**74,123,304**	**-**	**74,998,355**		**75,368,436**	**Expenditures**
		Not In Balance	0	-	30,426		(0)	

		Washington County Board of Education	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	Justifications
			Budget-Step Plus 1%	Increase	Budget	Increase	Budget	
		Estimated Expenses	Budget Approved	(Decrease)	Amendment 1	(Decrease)	Amendment 2	
		Regular Instruction - 71100						
71100116		Teachers (approx. 449)	23,413,503		23,413,503	(900,000)	22,513,503	Experience, education, % State & Local raise
71100117		Career Ladder Program	107,865		107,865	(6,610)	101,255	Flow-through from state for eligible certified personnel
71100127		Career Ladder Extended Contracts	-		-		-	Program cut
71100128		Homebound Teachers	15,300		15,300		15,300	Homebound for regular education students
71100163		Educational Assistants (approx. 102)	1,367,480		1,367,480	(109,000)	1,258,480	Experience, education, % State & Local raise
71100188		Bonus	-		-	295,160	295,160	FY21 State of TN Teacher/Nurse Pay Supplement (not including fixed costs)
71100195		Certified Substitute Teachers	200,000		200,000	75,000	275,000	Certified substitute teachers $70 per day, Retired WCDE Teacher $100 per day
71100198		Non-Certified Substitute Teachers	302,000		302,000		302,000	Non-certified substitute teachers $70 per day
71100201		Social Security	1,575,181		1,575,181	(10,000)	1,565,181	FY20 tracking of salaries, rate of 6.20%, $50K budget reduction
71100204		State Retirement	2,548,631		2,548,631	(100,000)	2,448,631	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
71100206		Life Insurance	15,000		15,000		15,000	Certified personnel $25,000, support $25,000
71100207		Medical Insurance	4,359,166	(50,000)	4,309,166	(135,000)	4,174,166	Estimated Medical Expenses
71100210		Unemployment Compensation	32,000		32,000		32,000	Charges for Unemployment
71100212		Employer Medicare	368,389		368,389		368,389	Increase due to salaries, rate of 1.45%
71100217		Retirement-Hybrid SRT	108,000		108,000		108,000	TCRS Hybrid Stabilzation Rate
71100299		Other Fringe Benefits	80,000		80,000		80,000	Bd disability, vision, and retirement incentives
71100336		Maintenance & Repair Services	-		-		-	
71100399		Other Contracted Services - University Scho	4,118,768		4,118,768		4,118,768	University School-local & state funds based on ADA & ADM, Sub Program
71100429		Instructional Supplies & Materials	200,000		200,000		200,000	Funds for teacher supplies, BEP Funds
71100449		Textbooks	885,000		885,000	2,300	887,300	Funds for adopted textbooks
71100499		Other Supplies & Materials	452,832	55,115	507,947	25,206	533,153	Local materials, copier paper, and school program funds, Star 360 Testing, AdvancEd Renewal-$12.6kish, Former-TNRMT Component, D-Lit. Grant, Gov Civics G, Mentor Matter Grant, AASA Sourcewell Grant
71100499	802	Other Sullpies & Materials (Science Classe	24,000		24,000		24,000	Science Classroom Supplies (funded by Bus Advertising R 44992)
71100599		Other Charges	-		-		-	
		Total Regular Instruction	**40,173,116**		**40,178,231**		**39,315,287**	
		Special Education Program - 71200						
71200116		Special Education Teachers (approx. 51)	2,448,912		2,448,912	50,000	2,498,912	Increase, experience, education, % State & Local raise
71200117		Career Ladder Program	12,000		12,000		12,000	Flow-through from state for eligible certified personnel
71200127		Career Ladder Extended Contracts	-		-		-	Program cut
71200128		Homebound Teachers	20,400		20,400		20,400	Homebound for special education students
71200163		Educational Assistants (20)	348,333		348,333		348,333	Increase, experience, education, % State & Local raise, SPED IA payscale
71200171		Speech Pathologist (4)	198,272		198,272		198,272	Increase, experience, education, % State & Local raise
71200188		Bonus	-		-		-	
71200189		Other Salaries (2)	167,242		167,242		167,242	Increase, experience, education, % State & Local raise
71200195		Certified Substitute Teachers	20,000		20,000		20,000	Certified substitute teachers $70 per day, Retired WCDE Teacher $100 per day
71200198		Non-Certified Substitute Teachers	65,000		65,000		65,000	Non-certified substitute teachers $70 per day
71200201		Social Security	203,370		203,370		203,370	Increase due to salaries, rate of 6.20%
71200204		State Retirement	324,740		324,740		324,740	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
71200206		Life Insurance	2,810		2,810		2,810	Certified personnel $25,000, support $25,000
71200207		Medical Insurance	522,602		522,602		522,602	Local portion of medical insurance
71200212		Employer Medicare	47,562		47,562		47,562	Increase due to salaries, rate of 1.45%
71200299		Other Fringe Benefits	-		-		-	
71200399		Other Contracted Services	6,000		6,000		6,000	Psychological evaluations
71200429		Instructional Supplies & Materials	22,400		22,400		22,400	State funds for special education teachers
71200599		Other Charges	6,140		6,140		6,140	Expenses for Transition School to Work grant
		Total Special Education	**4,415,782**		**4,415,782**		**4,465,782**	
		Vocational Education Program - 71300						
71300116		Vocational Teachers (approx. 32)	1,677,424		1,677,424	120,000	1,797,424	Increase, experience, education, % State & Local raise
71300117		Career Ladder Program	2,000		2,000		2,000	Flow-through from state for eligible certified personnel
71300127		Career Ladder Extended Contracts	-		-		-	Program cut
71300163		Educational Assistants (1)	12,400		12,400		12,400	Increase experience, % State & Local raise
71300188		Bonus	-		-		-	
71300195		Certified Substitute Teachers	20,000		20,000		20,000	Certified substitute teachers $70 per day, Retired WCDE Teacher $100 per day
71300198		Non-Certified Substitute Teachers	25,000		25,000		25,000	Certified substitute teachers $70 per day
71300201		Social Security	107,683		107,683		107,683	Increase due to salaries, rate of 6.20%
71300204		State Retirement	173,668		173,668		173,668	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
71300206		Life Insurance	1,305		1,305		1,305	Certified personnel $25,000, support $25,000
71300207		Medical Insurance	241,465		241,465		241,465	Local portion of medical insurance
71300212		Employer Medicare	25,184		25,184		25,184	Increase due to salaries, rate of 1.45%
71300299		Other Fringe Benefits	503		503		503	Bd disability, vision, and retirement incentives
71300429		Instructional Supplies & Materials	87,030		87,030	(4,000)	83,030	State funds for vocational teacher supplies
71300730		Vocational Instruction Equipment	271,000		271,000	22,000	293,000	State funds for vocational teacher equipment
		Total Vocational Education	**2,644,663**		**2,644,663**		**2,782,663**	

		Washington County Board of Education	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	Justifications
		Estimated Expenses	Budget-Step Plus Budget Approved	Increase (Decrease)	Budget Amendment 1	Increase (Decrease)	Budget Amendment 2	
		Adult Education Program - 71600						
71600116		Teachers	6,831		6,831		6,831	Stipends for teaching adult education classes
71600201		Social Security	423		423		423	Rate of 6.20%
71600204		State Retirement	702		702		702	Rate of 10.27%
71600212		Employer Medicare	99		99		99	Rate of 1.45%
71600429		Instructional Supplies & Materials	4,500		4,500		4,500	Instructional materials for adult classes, Class Advertising
		Total Adult Education	**12,555**		**12,555**		**12,555**	
		Support Services - 72000						
		Attendance Program - 72110						
72110105		Supervisor / Director (1)	74,475		74,475	1,000	75,475	Increase, experience, education, % State & Local raise
72110117		Career Ladder Program	1,000		1,000		1,000	Flow-through from state eligible certified personnel
72110162		Clerical Personnel (1)	24,584		24,584		24,584	Increase, experience, education, % State & Local raise
72110188		Bonus	-		-		-	
72110201		Social Security	6,204		6,204		6,204	Increase due to salaries, rate of 6.20%
72110204		State Retirement	10,114		10,114		10,114	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
72110206		Life Insurance	44		44		44	Certified personnel $25,000, support $25,000
72110207		Medical Insurance	16,895		16,895		16,895	Local portion of medical insurance
72110212		Employer Medicare	1,451		1,451		1,451	Increase due to salaries, rate of 1.45%
72110299		Other Fringe Benefits	-		-		-	Bd disability, vision, and retirement incentives
72110355		Travel	6,000	(5,000)	1,000		1,000	Monthly travel and required conferences
72110499		Other Supplies & Materials	1,500		1,500		1,500	Supplies purchased as needed
72110499	100	Other Supplies & Materials	-		-		-	Donation for students in need_FY20
		Total Attendance Program	**142,267**		**137,267**		**138,267**	
		Health Services - 72120						
72120131		School Nurses (approx. 4.5)	244,749		244,749	5,000	249,749	Increase, experience, education, % State & Local raise
72120188		Bonus	-		-		-	
72120189		Other Salaries & Wages (approx. 15 LPN'S	354,129		354,129		354,129	Increase, experience, education, % State & Local raise
72120201		Social Security	37,130		37,130		37,130	Increase due to salaries, rate of 6.20%
72120204		State Retirement	23,520		23,520	28,000	51,520	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
72120206		Life Insurance	443		443		443	Certified personnel $25,000, support $25,000
72120207		Medical Insurance	130,440		130,440		130,440	Local portion of medical insurance
72120212		Employer Medicare	8,684		8,684		8,684	Increase due to salaries, rate of 1.45%
72120299		Other Fringe Benefits	-		-		-	Bd disability, vision, and retirement incentives
72120355		Travel	10,000		10,000		10,000	Monthly travel and required conferences
72120399		Other Contracted Services	5,000		5,000		5,000	Medical Equipment Maintenance
72120399	100	Other Contracted Services_Grant	4,000		4,000	(3,795)	205	Gen Youth Foundation Grant
72120499		Other Materials & Supplies	13,000	6,762	19,762		19,762	Materials & supplies for school clinics, Ballad Reimb, Youth Wellness
72120599		Other Charges	5,000		5,000	3,795	8,795	Other Misc. Supplies for school clinics, Students in need, (system wide)
		Total Health Services	**836,097**		**842,859**		**875,859**	
		Other Student Support - 72130						
72130117		Career Ladder Program			-	2,000	2,000	Flow-through from state for eligible certified personnel
72130123		Guidance Personnel (approx. 18)	967,792		967,792		967,792	Increase, experience, education, % State & Local raise
72130188		Bonus	-		-		-	
72130201		Social Security	60,003		60,003		60,003	Increase due to salaries, rate of 6.20%
72130204		State Retirement	93,005		93,005		93,005	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
72130206		Life Insurance	778		778		778	Certified personnel $25,000, support $25,000
72130207		Medical Insurance	165,330		165,330		165,330	Local portion of medical insurance
72130212		Employer Medicare	14,033		14,033		14,033	Increase due to salaries, rate of 1.45%
72130299		Other Fringe Benefits	-		-		-	Bd disability, vision, and retirement incentives
72130309		Contracts with Other Public Agencies	90,000		90,000		90,000	Wash. County Sherriff's Office-School Resource Officers_Safe Schools Grant
72130310		Contracts with Other Public Agencies	-		-		-	Wash. County Sherriff's Office-School Resource Officers_Safe Schools Grant
72130322		Evaluation & Testing	70,000		70,000		70,000	TCAP testing, ACT tests
72130499		Other Supplies & Materials	7,200		7,200		7,200	Supplies for guidance personnel
		Total Other Student Support	**1,468,141**		**1,468,141**		**1,470,141**	

	Washington County Board of Education	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	Justifications
		Budget-Step Plus 1%	Increase	Budget	Increase	Budget	
	Estimated Expenses	Budget Approved	(Decrease)	Amendment 1	(Decrease)	Amendment 2	
	Support Regular Instruction - 72210						
72210105	Supervisor / Director (4)	359,057		359,057		359,057	Increase, experience, education, % State & Local raise
72210117	Career Ladder Program	12,000		12,000		12,000	Flow-through from state for eligible certified personnel
72210129	Librarians (15)	818,082		818,082		818,082	Increase, experience, education,% State & Local raise
72210138	Technology	-		-		-	
72210162	Clerical Personnel (11)	161,439		161,439		161,439	Increase, experience, education,% State & Local raise
72210188	Bonus	-		-		-	
72210189	Other Personnel (0)	-		-		-	
72210201	Social Security	83,736		83,736		83,736	Rate of 6.20%-some moved to diff. category
72210204	State Retirement	137,639		137,639		137,639	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
72210206	Life Insurance	921		921		921	Certified personnel $25,000, support $25,000
72210207	Medical Insurance	173,744		173,744		173,744	Local portion of medical insurance
72210212	Employer Medicare	19,583		19,583		19,583	Rate of 1.45%-some moved to diff. category
72210299	Other Fringe Benefits	-		-		-	Bd disability, vision, and retirement incentives
72210336	Instructional Equipment & Repair	25,000		25,000		25,000	Library allocations for small equipment
72210355	Travel	43,000	(17,000)	26,000		26,000	Monthly travel and required conferences
72210432	Library Books / Media	100,000		100,000		100,000	State allocations for books and AR materials
72210499	Other Supplies & Materials	10,000		10,000		10,000	Purchase materials & supplies for teacher center
72210524	In-Service / Staff Development	190,000	(70,000)	120,000		120,000	Staff Development, workshops, professional development, 5K Safe Schools
	Total Support Regular Instruction	**2,134,201**		**2,047,201**		**2,047,201**	
	Support Special Education - 72220						
72220105	Supervisor / Director (2)	154,151		154,151	5,000	159,151	Increase, experience, education, % State & Local raise
72220117	Career Ladder Program	4,000		4,000		4,000	Flow-through from state for eligible certified personnel
72220124	Psychological Personnel (1)	54,597		54,597		54,597	Increase, experience, education, % State & Local raise
72220127	Career Ladder Extended Contracts	-		-		-	
72220135	Assessment Personnel (3)	152,913		152,913	5,000	157,913	Increase, experience, education, % State & Local raise
72220161	Special Eduation Secretary	36,911		36,911	(36,911)	0	
72220162	Clerical Personnel (1)	36,655		36,655	2,000	38,655	
72220171	Speech Pathologist (4)	213,436		213,436	2,000	215,436	Increase, experience, education,% State & Local raise
72220188	Bonus	-		-		-	Increase, experience, education, % State & Local raise
72220189	Other Personnel (1)	79,930		79,930	36,911	116,841	Increase, experience, education, % State & Local raise
72220201	Social Security	45,421		45,421		45,421	Increase due to salaries, rate of 6.20%
72220204	State Retirement	74,224		74,224		74,224	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
72220206	Life Insurance	473		473		473	Certified personnel $25,000, support $25,000
72220207	Medical Insurance	89,193		89,193		89,193	Local portion of medical insurance
72220212	Employer Medicare	10,623		10,623		10,623	Increase due to salaries, rate of 1.45%
72220299	Other Fringe Benefits	-		-		-	Bd disability, vision, and retirement incentives
72220336	Maintenance & Repair of Equipment	500		500		500	Repair of small equipment in special education
72220355	Travel	32,592	(13,000)	19,592		19,592	Monthly travel and required conferences
72220399	Other Contracted Service	68,000		68,000		68,000	Contracts for PT & OT services
72220499	Other Supplies & Materials	8,500		8,500		8,500	Purchase supplies as needed (Add $3,500 High Cost Reimbursment from Rev. 47143)
72220524	In-Service / Staff Development	4,500		4,500		4,500	Funds for teacher workshops
	Total Support Special Education	**1,066,619**		**1,053,619**		**1,067,619**	
	Support Vocational Education - 72230						
72230105	Supervisor / Director	57,622		57,622		57,622	CTE Director
72230117	Career Ladder Program	3,000		3,000		3,000	Flow-through from state for eligible certified personnel
72230127	Career Ladder Extended Contracts	-		-		-	Program cut
72230161	Vocational Secretary (1)	30,335		30,335	3,000	33,335	Increase, experience, education, % State & Local raise
72230188	Bonus	-		-		-	
72230201	Social Security	5,639		5,639		5,639	Increase due to salaries, rate of 6.20%
72230204	State Retirement	9,141		9,141		9,141	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
72230206	Life Insurance	61		61		61	Certified personnel $25,000, support $25,000
72230207	Medical Insurance	21,174		21,174		21,174	Local portion of medical insurance, match's FY18 tracking
72230212	Employer Medicare	1,319		1,319		1,319	Increase due to salaries, rate of 1.45%
72230299	Other Fringe Benefits	-		-		-	Bd disability, vision, and retirement incentives
72230336	Maintenance & Repair of Equipment	10,000		10,000	(4,000)	6,000	Purchase & repair small equipment in vocational
72230355	Travel	35,000	(14,000)	21,000	(14,000)	7,000	Monthly travel and funds for student competition
72230499	Other Supplies & Materials	2,250	18,000	20,250		20,250	Purchase supplies as needed for department, CTE MS Career Grant
	Total Support Vocational Education	**175,541**		**179,541**		**164,541**	

	Washington County Board of Education	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	Justifications
		Budget-Step Plus 1%	Increase	Budget	Increase	Budget	
	Estimated Expenses	Budget Approved	(Decrease)	Amendment 1	(Decrease)	Amendment 2	
	Support Education Technology-72250						
72250105	Supervisor / Director (4)	247,517		247,517	5,000	252,517	Increase, experience, education, % State & Local raise
72250121	Data Processing Personnel (3)	160,420		160,420		160,420	Increase, experience, education, % State & Local raise
72250138	Instructional Computer Personnel (1)	52,820		52,820	75,000	127,820	Increase, experience, education, % State & Local raise
72250189	Other Salaries & Wages (approx. 9 Techs.)	299,028		299,028	5,000	304,028	Computer Technicians
72250201	Social Security	47,107		47,107		47,107	Increase due to salaries, rate of 6.20%
72250204	State Retirement	73,015		73,015		73,015	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
72250206	Life Insurance	479		479		479	Certified personnel $25,000, support $25,000
72250207	Medical Insurance	102,382		102,382		102,382	Local portion of medical insurance, match's FY18 tracking
72250212	Employer Medicare	11,017		11,017		11,017	Increase due to salaries, rate of 1.45%
72250299	Other Fringe Benefits	-		-		-	Bd disability, vision, and retirement incentives
72250350	Internet Connectivity	100,000		100,000		100,000	Was in 72250599 and based off FY20
72250355	Travel	7,000		7,000		7,000	Monthly travel and conferences
72250399	Other Contracted Services	379,441	112,500	491,941	50,000	541,941	Maint. contracts, tech, IXL Testing, Pwr Schl, Canvas, GMM, Other Sys. Program Renewals, United Way Don
72250499	Other Supplies & Materials	400,000		400,000		400,000	Computer equipment, software updates (Moved from 71100-599)
72250599	Other Charges						
	Total Support Education Technology	**1,880,226**		**1,992,726**		**2,127,726**	
	Board of Education Services - 72310						
72310191	Board Member Fees (9)	30,000		30,000	10,000	40,000	Chairman $210, Member $150 per month & half for called
72310201	Social Security	1,860		1,860		1,860	Fixed charges for board member fees
72310204	State Retirement	2,883		2,883		2,883	Fixed charges for board member fees
72310207	Medical Insurance	53,025		53,025		53,025	Local portion of medical insurance
72310212	Employer Medicare	435		435		435	Fixed charges for board member fees
72310305	Audit Services	60,000		60,000		60,000	FY20 Projection
72310320	Dues & Memberships	33,669		33,669		33,669	Chamber of Commerce, TSBA, TOSS, TSSE, Niswonger
72310331	Legal Services	54,000		54,000		54,000	FY19 Projection
72310355	Board Travel	23,000	(11,000)	12,000		12,000	Required conferences, Law Institute, and annual TSBA
72310399	Other Contracted Services	4,000		4,000		4,000	Estimate for annual fixed assets
72310502	Building and Contents Insurance	130,613		130,613		130,613	Formerly-TNRMT (Buildings, & Contents)_Formerly paid by Washington County
72310506	Liability Insurance	46,159		46,159		46,159	Coverage with Formerly-TNRMT
72310508	Premium on Corporate Surety Bonds	16,554		16,554		16,554	Coverage with Formerly-TNRMT
72310510	Trustee Commissions	580,000		580,000		580,000	Paid to County Trustee for handling funds (Based on Prior 12-months)
72310513	Worker's Compensation Insurance	295,980		295,980		295,980	Based on FY19Expense Formerly-TNRMT
72310599	Other Charges	15,000		15,000		15,000	Annual Top Ten banquet and other expenses
	Total Board of Education	**1,347,178**		**1,336,178**		**1,346,178**	
	Office of the Director - 72320						
72320101	Director	141,128		141,128	50,000	191,128	Increase, % State & Local raise ($7,803 potential base performance incentive included)
72320117	Career Ladder Program	5,301		5,301		5,301	Flow-through from state for eligible certified personnel
72320127	Career Ladder Extended Contracts			176,279	(176,279)	-	
72320161	Secretaries (5)	176,279		-	181,279	181,279	Increase, experience, education, % State & Local raise
72320188	Bonus	-		-	1,500	1,500	Potential Directors Bonus (Per Contract)_Moved to 72320-101
72320189	Other Salaries & Wages (1)	31,407		31,407	5,000	36,407	Increase, experience, education, % State & Local raise
72320201	Social Security	21,955		11,026		11,026	Increase due to salaries, rate of 6.20%
72320204	State Retirement	34,997		18,056		18,056	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
72320206	Life Insurance	174		174		174	Certified personnel $25,000, support $25,000
72320207	Medical Insurance	50,685		50,685	22,000	72,685	Local portion of medical insurance
72320212	Employer Medicare	5,135		2,579		2,579	Increase due to salaries, rate of 1.45%
72320299	Other Fringe Benefits	-		-		-	Bd disability, vision, and retirement incentives
72320307	Communication	75,000		75,000		75,000	Monthly local and long distance service, ISDN lines
72320348	Postal Charges	14,000		14,000		14,000	Postage & parcel services
72320355	Travel	10,000		10,000		10,000	Monthly travel and required conferences
72320399	Other Contracted Services	85,000		85,000		85,000	Copiers and supplies for Central Office, DCHS Graphics, Midway, & Asbury
72320435	Office Supplies	5,000		5,000		5,000	Purchase supplies as needed for the department
	Total Office of the Director	**656,061**		**625,635**		**709,135**	

	Washington County Board of Education	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	Justifications
		Budget-Step Plus 1%	Increase	Budget	Increase	Budget	
	Estimated Expenses	Budget Approved	(Decrease)	Amendment 1	(Decrease)	Amendment 2	
	Office of the Principal - 72410						
72410104	Principals (14)	907,554		907,554	45,000	952,554	Increase, experience, education, % State & Local raise
72410117	Career Ladder Program	25,000		25,000		25,000	Flow-through from state for eligible certified personnel
72410139	Assistant Principals (15)	992,148		992,148	55,000	1,047,148	Increase, experience, education, % State & Local raise
72410161	Secretaries & Bookkeepers (approx 33)	772,914		772,914		772,914	Increase, experience, education, % State & Local raise, Payscale
72410188	Bonus			-		-	
72410189	Other Personnel (2)	120,655		120,655		120,655	Ath. Dir._Increase, experience, education, % State & Local raise
72410201	Social Security	174,733		174,733		174,733	Increase due to salaries, rate of 6.20%
72410204	State Retirement	283,539		283,539		283,539	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
72410206	Life Insurance	1,795		1,795		1,795	Certified personnel $25,000, support $25,000
72410207	Medical Insurance	475,805		475,805		475,805	Local portion of medical insurance, matches FY18 tracking
72410212	Employer Medicare	40,865		40,865		40,865	Increase due to salaries, rate of 1.45%
72410299	Other Fringe Benefits	-		-		-	Bd disability, vision, and retirement incentives
72410307	Communication	25,000		25,000		25,000	Allocations to schools for phone service
72410355	Travel	7,000		7,000		7,000	Monthly travel and conferences
72410499	Other Supplies & Materials	71,274		71,274		71,274	School bookkeeping supplies and allocations to schools including School Copiers (10K Band & 2.5K Music if available), Attendance Incentive
72410599	Other Charges	65,000		65,000		65,000	Funds for athletics and tournaments, split by Athletic Directors
	Total Office of the Principal	**3,963,281**		**3,963,281**		**4,063,281**	
	Fiscal Services - 72510						
72510105	Supervisor / Director (2)	151,138		151,138		151,138	Increase, experience, education, % State & Local raise
72510162	Accounting Clerks (3)	132,791		132,791	5,000	137,791	Increase, experience, education, % State & Local raise (FY18 approved BOE approved adjustment, payscale)
72510188	Bonus	-		-		-	
72510201	Social Security	17,604		17,604		17,604	Increase due to salaries, rate of 6.20%
72510204	State Retirement	27,286		27,286		27,286	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
72510206	Life Insurance	60		60		60	Certified personnel $25,000, support $25,000
72510207	Medical Insurance	43,282		43,282	20,000	63,282	Local portion of medical insurance
72510212	Employer Medicare	4,117		4,117		4,117	Increase due to salaries, rate of 1.45%
72510355	Travel	5,000		5,000		5,000	Monthly travel and annual conference
72510399	Other Contracted Services	12,000		12,000		12,000	Financial Software Fees
72510499	Other Supplies & Materials	15,300		15,300		15,300	Purchase supplies as needed for the department
	Total Fiscal Services	**408,577**		**408,577**		**433,577**	
	Operation of Plant - 72610						
72610166	Custodial Personnel (approx 33)	677,993		677,993		677,993	Increase, experience, State & Local raise
72610188	Bonus	-		-		-	
72610189	Other Personnel (4)	128,379		128,379	25,000	153,379	Increase, experience, State & Local raise
72610201	Social Security	49,995		49,995		49,995	Increase due to salaries, rate of 6.20%
72610204	State Retirement	77,492		77,492		77,492	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
72610206	Life Insurance	695		695		695	Certified personnel $25,000, support $25,000
72610207	Medical Insurance	230,807		230,807		230,807	Local portion of medical insurance, based on FY18 tracking
72610212	Employer Medicare	11,692		11,692		11,692	Increase due to salaries, rate of 1.45%
72610328	Janitorial Services	840,000		840,000	5,100	845,100	Contracted BCE, DB, DC, FB, GV, JE, JM, RV, SC, SS, WV
72610359	Disposal Fees	124,000		124,000		124,000	Fees for all locations
72610399	Other Contracted Services	149,010		149,010		149,010	Contracted service HVAC, elevators, sewer plant, etc
72610410	Custodial Supplies	130,000		130,000		130,000	Supplies for all locations
72610415	Electricity	2,068,633		2,068,633		2,068,633	Based of FY19 Actual Annual Spend + 3%
72610434	Natural Gas	141,625		141,625		141,625	Expense for all locations
72610454	Water & Sewer	241,090		241,090		241,090	Expense for all locations (Reseach Cost of FY18)
72610499	Other Supplies & Materials	70,000		70,000		70,000	Supplies for grounds department
72610501	Boiler Insurance	20,684		20,684		20,684	Coverage with Formerly-TNRMT
72610599	Other Charges	38,000		38,000		38,000	Expense for floor mats CO & Midway, fees to state, elevator permits, Elevator & Boiler Permits
	Total Operation of Plant	**5,000,095**		**5,000,095**		**5,030,195**	
	Maintenance of Plant - 72620						
72620105	Supervisor / Director (4)	250,121		250,121		250,121	Increase, experience, State & Local raise
72620167	Maintenance Personnel (21)	705,583		705,583		705,583	Increase, experience, State & Local raise,
72620188	Bonus	-		-		-	
72620201	Social Security	59,254		59,254		59,254	Increase due to salaries, rate of 6.20%
72620204	State Retirement	91,843		91,843		91,843	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
72620206	Life Insurance	281		281		281	Certified personnel $25,000, support $25,000
72620207	Medical Insurance	128,470		128,470	40,000	168,470	State & local portion of medical insurance, based on FY18 tracking
72620212	Employer Medicare	13,858		13,858		13,858	Increase due to salaries, rate of 1.45%
72620307	Communication	2,700		2,700		2,700	Funds for phone service
72620335	Maintenance & Repair of Buildings	45,000	205,000	250,000		250,000	Maintenance & repair to buildings less than $10,000, Scoreboards, GES Gym Floor
72620336	Maintenance & Repair of Equipment	50,000		50,000		50,000	Maintenance & repair to equipment less than $10,000
72620399	Other Contracted Services	500		500		500	Contracted services as needed
72620499	Other Supplies & Materials	450,000		450,000		450,000	Funds for upkeep of all buildings and grounds
72620599	Other Charges	26,000		26,000		26,000	Funds for uniforms, floor mats and monthly fees
72620701	Administration Equipment	200,000	638,100	838,100		838,100	Safe Schools, Air Filtration, DCHS Dishwasher
	Total Maintenance of Plant	**2,023,610**		**2,866,710**		**2,906,710**	

		Washington County Board of Education	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	Justifications
			Budget-Step Plus 1%	Increase	Budget	Increase	Budget	
		Estimated Expenses	Budget Approved	(Decrease)	Amendment 1	(Decrease)	Amendment 2	
		Student Transportation - 72710						
72710105		Supervisor / Director (2)	114,661		114,661	5,000	119,661	Updated Transportation Supv. Scale
72710142		Mechanics (5)	230,120		230,120		230,120	Increase, experience, State & Local raise
72710146		Bus Drivers (approx. 86)	1,153,664		1,153,664	700	1,154,364	Increase, experience, State & Local raise
72710161		Secretary (Transportation)	-		-		-	
72710188		Bonus	-		-		-	
72710189		Other Personnel (1)	-		-		-	
72710201		Social Security	92,904		92,904		92,904	Increase due to salaries, rate of 6.20%
72710204		State Retirement	144,001		144,001		144,001	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
72710206		Life Insurance	1,517		1,517		1,517	Certified personnel $25,000, support $25,000
72710207		Medical Insurance	435,731		435,731		435,731	Local portion of medical insurance
72710212		Employer Medicare	21,727		21,727		21,727	Increase due to salaries, rate of 1.45%
72710307		Communication	750		750		750	Funds for phone service
72710330		Operating Lease Payments	8,400		8,400		8,400	Lease Vehicles
72710399		Other Contracted Services	5,000		5,000		5,000	Funds for rock & wrecker service
72710412		Diesel Fuel	275,000		275,000		275,000	Estimated expense for diesel fuel (Estimated expense decline)
72710424		Garage Supplies	30,000		30,000		30,000	Purchase supplies as needed
72710425		Gasoline & Lubricants	150,000		150,000		150,000	Estimated expense for fuel
72710450		Tires & Tubes	60,000		60,000		60,000	Funds for tires & tubes for vehicles
72710453		Vehicle Parts	160,000		160,000		160,000	General repair and upkeep of buses and other vehicles
72710499		Other Supplies & Materials	5,000		5,000		5,000	Other supplies for the shop
72710511		Vehicle & Equipment Insurance	169,028		169,028		169,028	Coverage with Formerly-TNRMT
72710599		Other Charges	18,000		18,000		18,000	Funds for uniforms, floor mats, drug testing, etc
72710729		Transportation Equipment	172,840		172,840		172,840	Estimated Vehicle Purchases
72710729	100	Transportation Equipment-Electric Bus	424,545		424,545		424,545	Electric School Bus Purchase
		Total Student Transportation	**3,672,889**		**3,672,889**		**3,678,589**	
		Other Support Services - 72810						
72810105		Supervisor / Director (1)	65,522		65,522	2,500	68,022	Principal for Asbury
72810162		Clerical Personnel (1)	23,949		23,949		23,949	Increase, experience, education, % State & Local raise
72810188		Bonus	-		-		-	
72810189		Other Salaries & Wages (1)	15,438		15,438		15,438	Increase, experience, education, % State & Local raise
72810201		Social Security	6,504		6,504		6,504	Increase due to salaries, rate of 6.20%
72810204		State Retirement	10,750		10,750		10,750	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
72810206		Life Insurance	76		76		76	Certified personnel $25,000, support $25,000
72810207		Medical Insurance	14,296		14,296		14,296	State & local portion of medical insurance
72810212		Employer Medicare	1,521		1,521		1,521	Increase due to salaries, rate of 1.45%
72810499		Other Supplies & Materials	4,500		4,500		4,500	Asbury general bldg. supplies
72810599		Other Charges	5,500		5,500		5,500	Optional H.S. supplies
		Total Other Support Services	**148,056**		**148,056**		**150,556**	
		Food Service - 73100						
73100105		Supervisor / Director (1)	76,091		76,091	2,500	78,591	Increase, experience, education, % State & Local raise_payscale
73100188		Bonus	-		-		-	December Bonus-Food Service Staff
73100189		Other Salaries & Wages			-		-	Food Service Personnel 1st Year Pay Raise
73100201		Social Security	4,718		4,718		4,718	Increase due to salaries, rate of 6.20%
73100204		State Retirement	7,312		7,312		7,312	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
73100206		Life Insurance	1,664		1,664		1,664	Certified personnel $25,000, support $25,000
73100207		Medical Insurance	612,150		612,150		612,150	Local portion of medical insurance, based off FY18 data (Reduced $106,762)
73100212		Employer Medicare	1,103		1,103		1,103	Increase due to salaries, rate of 1.45%
73100299		Other Fringe Benefits	-		-		-	Bd disability, vision, and retirement incentives
73100355		Travel						Monthly travel and annual conference
		Total Food Service	**703,039**		**703,039**		**705,539**	
		Community Services - 73300						
73300105		Supervisor / Director (1)	51,869	11,880	63,749		63,749	Expenses for the extended school programs, Increase from LEAPS Grant
73300116		Teachers		18,000	18,000		18,000	Increase from LEAPS Grant
73300162		Secretary (1)	26,513		26,513	1,000	27,513	Program revenue line item 43581000
73300188		Bonus	-		-		-	
73300189		Other Salaries & Wages (34)	353,354	5,400	358,754	30,000	388,754	Pay increase give in PY, Increase from LEAPS Grant
73300189	100	Other Salaries_BCES Childcare Annex				20,000	20,000	
73300201		Social Security	26,768		28,955	1,000	29,955	Increase due to salaries, rate of 6.20%
73300201	100	Social Security_BCES Childcare Annex				1,200	1,200	
73300204		State Retirement	41,490		44,880		44,880	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
73300207		Medical Insurance	22,131		22,131	5,400	27,531	Local portion of medical insurance, based on FY18 Projections
73300212		Employer Medicare	6,260		6,772	250	7,022	Increase due to salaries, rate of 1.45%
73300355		Travel	2,000		2,000		2,000	Monthly travel and annual conference
73300429	100	Other Supplies & Materials_Lot. Grant				3,375	3,375	
73300422		Food Supplies	30,000		30,000		30,000	food supplies
73300499		Other Supplies & Materials	20,000		20,000		20,000	Arts, crafts and instructional materials
73300599		Other Charges	13,000	8,631	21,631		21,631	Site phone lines, Add LEAPS Funds
		Total Community Services	**593,383**		**643,383**		**705,608**	

	Washington County Board of Education	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	Justifications
		Budget-Step Plus 1%	Increase	Budget	Increase	Budget	
	Estimated Expenses	Budget Approved	(Decrease)	Amendment 1	(Decrease)	Amendment 2	
	Early Childhood Education - 73400						
73400116	Teachers (3)	193,085		193,085	5,000	198,085	Increase, experience, education, % State & Local raise, 2-teachers new BCES Pre-K
73400163	Educational Assistants (3)	43,527		43,527	5,000	48,527	Increase, experience, education, % State & Local raise
73400188	Bonus	-		-		-	
73400201	Social Security	14,670		14,670		14,670	Increase due to salaries, rate of 6.20%
73400204	State Retirement	24,013		24,013		24,013	Increase due to salaries, rate of 10.27% and 9.61% (was a TCRS Increase)
73400207	Medical Insurance	53,850		53,850		53,850	Local portion of medical insurance
73400212	Employer Medicare	3,431		3,431		3,431	Increase due to salaries, rate of 1.45%
73400336	Maintenance & Repair Services-Equipment	2,340		2,340	3,500	5,840	Added to match Vol. Pre-K Grant
73400429	Instrutional Supplies & Materials	11,000		11,000		11,000	Instructional materials, Niswonger-$5K
73400499	Other Supplies & Materials	8,183		8,183		8,183	Other supplies and field trips
73400524	In-Service / Staff Development	4,000		4,000		4,000	Added to match Vol. Pre-K Grant
73400599	Other Charges	27,000		27,000		27,000	Added to match Vol. Pre-K Grant, BCES-25K Pre-K Supplies
73400722	Regular Instrution Equipment	12,831		12,831		12,831	Added to match Vol. Pre-K Grant
	Total Early Childhood Education	**397,930**		**397,930**		**411,430**	
	Regular Capital Outlay - 76100						
76100707	Building Improvements						
	Total Regular Capital Outlay						
99100590	**Transfers Out**	260,000		260,000	500,000	760,000	Transfer to County Debt Service for bond issue, Trans to 142-Fund for additional working capital
	Total Transfers Out	**260,000**		**260,000**		**760,000**	
	Total Estimated Expenditures	**74,123,304**		**74,998,355**		**75,368,436**	

CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date	Agency Tracking #	Edison Record ID
October 28, 2020	October 27, 2025	32701-03910	68517

Contractor Legal Entity Name	Edison Vendor ID
Clean Harbors Environmental Services, Inc.	0000004851

Goods or Services Caption (one line only)

Collection and Disposal of Household Hazardous Waste (HHW) and Conditionally Exempt Small Quantity Generator (CESQG) Waste

Contractor	CFDA #
☒ Contractor	

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2021	800,000.00				800,000.00
2022	800,000.00				800,000.00
2023	800,000.00				800,000.00
2024	800,000.00				800,000.00
2025	800,000.00				800,000.00
TOTAL:	**4,000,000.00**				**4,000,000.00**

Contractor Ownership Characteristics:

☐ Minority Business Enterprise (MBE):

☐ African American ☐ Asian American ☐ Hispanic American ☐ Native American

☐ Woman Business Enterprise (WBE)

☐ Tennessee Service Disabled Veteran Enterprise (SDVBE)

☐ Disabled Owned Business (DSBE)

☐ Tennessee Small Business Enterprise (SBE): $10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

☐ Government ☒ Non-Minority/Disadvantaged ☐ Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☒ Competitive Selection	RFP 32701-03910
☐ Other	

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Scott Drummer 1st

Speed Chart (optional)	Account Code (optional)
EN00002179	70803000

CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

This Contract, by and between the State of Tennessee, Department of Environment and Conservation ("State") and Clean Harbors Environmental Services, Inc. ("Contractor"), is for the provision of collection and disposal of Household Hazardous Waste (HHW) and Conditionally Exempt Small Quantity Generator (CESQG) Waste, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation.
Contractor Place of Incorporation or Organization: Tennessee
Contractor Edison Registration ID # 0000004851

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

a. BOPAE: batteries, oil, paint, antifreeze and electronics that are collected by the counties and managed as an expense to the county with the exception of oil based paint management that is funded by the state

b. CESQG: Conditionally Exempt Small Quantity Generator, status as established by US Environmental Protection Agency and is a synonymous definition for VSQG, Very Small Quantity Generator as defined by USEPA

c. CERCLA: Comprehensive Environmental Response, Compensation, and Liability Act as defined by USEPA in 40 CFR

d. CIT: Certified Instructional Trainer, a professional accreditation by the Board of Certified Safety Professionals

e. DOT: US Department of Transportation and all regulations as found in 49 CFR

f. HAZWOPER, Hazardous Waste Operations and Emergency Response, 24 hour course that is defined by OSHA in 29 CFR, 1910.120

g. HHW: Solid wastes discarded from homes or similar sources as specified in 40 CFR 261.4(b)(1) that are either hazardous wastes as listed by Environmental Protection Agency (EPA) in 40 CFR, Parts 261_3(e) or (f), or wastes that exhibit any of the following characteristics as defined in 40 CFR Parts 261.21 through 261.24: ignitability, corrosivity, reactivity, and toxicity characteristic leaching procedure (TCLP)

h. HMTA: Hazardous Materials Management Act, as defined by USDOT in 49 CFR

i. NAHMMA: North American Hazardous Materials Hazardous Materials Management Association. A nationally recognized professional organization with subject matter experts in the field of Household Hazardous Waste

j. OSHA: Occupational Safety and Health Administration, a federal agency that focuses on the safety and health of workers and additionally described in 29 CFR

k. Milk Run: a process where counties will collect materials at their facilities and the contractor will pick up these materials at a cheaper price because contractor labor is not required. Packaging and containers will be provided for the milk run commodities.

l. RCRA: Resource Conservation Recovery Act established by the Environmental Protection Agency

m. SWANA: Solid Waste Association of North America, an internationally recognized solid waste professional organization that offers credentialed certification training in Household Hazardous Waste

n. TCLP: toxicity characteristic leaching procedure, a testing procedure for characteristic hazardous waste as defined by USEPA in 40 CFR

o. TSCA: Toxic Substance Control Act, as defined by USEPA in 40 CFR

p. USEPA: The United States Environmental Protection Agency and associated regulations as found in 40 CFR

A.3. The Contractor shall provide Household Hazardous Waste (HHW) and Conditionally Exempt Small Quantity Generator (CESQG) collection services for the mobile collection events at the designated site on the date specified by the county as approved by the State. HHW is defined as solid wastes discarded from homes or similar sources as specified in 40 CFR 261.4(b)(1) that are either hazardous wastes as listed by Environmental Protection Agency (EPA) in 40 CFR, Parts 261_3(e) or (f), or wastes that exhibit any of the following characteristics as defined in 40 CFR Parts 261.21 through 261.24: ignitability, corrosivity, reactivity, and toxicity characteristic leaching procedure (TCLP). CESQG collections will be in compliance with the Tennessee Hazardous Waste Management regulations found in Rule 400-12-01, as defined in 400-12-01-.02(1)(e) and all references. A list of examples of materials that will be accepted by the State's HHW collection program is included in Attachment 3 while the list of materials specifically excluded from the program is in Attachment 4. Attachment 3 is not intended to be an exhaustive list of all materials that may be accepted at a HHW event or that will be picked up from a fixed facility, but does identify the primary categories of waste that have been collected in past events. The State may require the Contractor to operate a maximum of four (4) such units simultaneously.

A.4. The Contractor shall, within thirty (30) days of notification by the State, provide a mobile HHW/CESQG collection unit for operation at a specified location within the State of Tennessee.

A.5. The Contractor shall ensure that all mobile HHW/CESQG collection units are provided with the basic supplies and equipment necessary for:

a. controlling traffic flow, including site ingress and egress;

b. safe and efficient unloading, sorting, and packaging of HHW/CESQG wastes;

c. responding to fires, spills, and/or other such releases of HHW/CESQG wastes;

d. efficiently containerizing the collected wastes;

e. providing effective safety barriers to protect contractor personnel as well as community participants from exposure to hazardous materials. Such material components may include, but are not necessarily limited to: signs, traffic cones, barrier tape, drums, absorbent material, labels, fire extinguishers, shovels, overpack drums, plastic ground cloths, etc.; and

f. determining the weight of the wastes collected.

A.6. The Contractor shall perform the requirements of this Contract in a manner consistent with all applicable state and federal regulatory requirements including those of the Resource

Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); the Toxic Substance Control Act (TSCA); the Hazardous Materials Management Act (HMMA); the Hazardous Materials Transportation Act (HMTA); the Occupational Safety and Health Act (OSHA); and the laws, rules and regulations promulgated by the Department of Transportation (DOT). It is the intent of the State that the Contractor shall perform the requirements of this Contract with regard to reuse, recycling, treatment, and disposal of household hazardous wastes with the same standard of care as regulated hazardous waste (even though household hazardous wastes are exempt). The Contractor shall possess and submit a copy of all necessary and required federal, state, and local permits and licenses. Submission of these licenses and permits does not indicate State approval, and the State may require additional (if required) permits and licenses.

A.7. The Contractor shall furnish all necessary personnel, materials, equipment, labor, supervision, and otherwise provide all services necessary for, or incidental to, the performance of all work as defined in this Contract. Necessary equipment includes but is not limited to trucks, tents, certified scales, funnels, tables, fork lift trucks, pallet jacks, brooms and shovels, and personal protective equipment. Necessary materials include but are not limited to DOT approved shipping containers, such as drums, buckets, boxes and roll-offs; absorbent material; labels; and unknown identification kits.

A.8. The Contractor shall provide a sufficient, competent, and trained staff to collect, identify, segregate, package, weigh, store, and transport all household hazardous waste and CESQG wastes processed through the collection events or picked up at fixed locations. Proof of training (as per OSHA General Industry Standard number 1910.120) of all assigned personnel shall be required and provided to the State. All Contractor personnel at the collection sites shall be properly attired and identified by the Contractor, and are expected to present a friendly and professional image to the public.

A.9. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services. The Contractor shall correct or revise any errors, omissions, or other deficiencies in these services.

A.10. The Contractor shall submit and provide to the State a generic spill contingency plan (to be used at each collection event site) that ensures all Contractor employees are able and prepared to contain or control any spills, fires, or releases of HHW/CESQG wastes. Such preparedness must be demonstrated by the development of a written spill contingency plan that shall provide for preventing and containing all spills at all collection sites. The spill contingency plan must be available at each mobile collection site. Additionally, the Contractor shall clean up all spills that occur during any collection event in compliance with the spill contingency plan and to the satisfaction of the State, the Tennessee Emergency Management Agency (TEMA), and other applicable state and federal agencies. All of the Contractor's employees must be thoroughly familiar with approved spill contingency plan. Submission of this spill contingency plan and subsequent contract award does not constitute State approval of all or part of the spill contingency plan.

A.11. The Contractor shall submit a site specific health and safety plan to be used at each HHW/CESQG collection event. Additionally, it shall be the responsibility of the Contractor to perform all the activities described herein in compliance with all applicable local, state, and federal laws and regulations; this includes, but is not limited to, the EPA and DOT (federal and state) requirements for packaging, marking, shipping, and labeling hazardous materials/wastes whether or not directly applicable. Submission of this health and safety plan does not constitute State approval of all or part of the health and safety plan.

A.12. The Contractor's project manager shall provide on-site supervision during all collection events. Supervision shall include, but not be limited to, overseeing the removal of household hazardous waste and CESQG wastes from vehicles, interviewing participants on the characteristics and exempt status of their wastes, and determining the appropriate handling and storage of the waste and direction of the county-provided "volunteer" staffing.

A.13. The Contractor shall establish the configuration of the collection site to allow participants to deliver waste materials in a drive-through pattern. Specific, legible instructions and traffic control signs shall be posted to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic in consultation with local authorities.

A.14. The Contractor shall properly secure and render inaccessible to the public all collected waste, Contractor's equipment and county property, including trash containers. The Contractor shall provide adequate security should overnight storage of waste and Contractor equipment at a mobile collection site be deemed necessary.

A.15. The Contractor shall set up work stations, segregated and organized storage areas, and packing stations as required to maximize the efficiency of Contractor services and prevent mixing of incompatible waste materials at all locations.

A.16. The Contractor shall provide all of the necessary equipment and materials for setting up and operating the mobile HHW/CESQG collection site(s) and for picking up waste at fixed locations. All Contractor equipment shall be clean, properly maintained, and clearly identifiable.

A.17. The Contractor shall ensure that the designated collection site is completely set up and ready for operation one half hour prior to the beginning time of the collection. A separate or joint inspection may be made by the State and the Contractor's project manager. Any deficiencies noted during or after the inspection shall be corrected immediately.

A.18. The Contractor shall submit a written contingency plan describing how the Contractor will mobilize additional qualified personnel, equipment, and material as required to manage and control the activities if the State determines that the participation at a particular event exceeds the Contractor's staffing and equipment levels needed to manage a collection event properly.

A.19. The Contractor shall determine and record the weight, waste category, and container type of each container of waste generated during the collection on the master weight sheet before the materials are transported from the collection event site. Scales must be certified by the Tennessee Department of Agriculture.

A.20. The Contractor shall leave the collection site clean and environmentally safe and shall assume responsibility for the repair and restoration of any damages caused by its activities or those of its subcontractors.

A.21. The Contractor shall provide on-site identification of all wastes received. With regard to unknown materials brought to mobile collection sites or at fixed locations, the Contractor shall either:

a. Field characterize such materials to determine the appropriate handling and disposal requirements, or

b. Refuse to accept materials that cannot be adequately characterized for disposal.

A.22. In the event that a container of household hazardous waste has remaining capacity, the Contractor shall have the discretion to use the container at subsequent pick-ups or collection events. The container is to be accompanied by a container weight sheet indicating the locations and the resultant gross weight after each location, initialed by the project manager and the State site representative. The thirty (30)-day requirement specified in Section A.30 shall apply when the container is deemed to be full. This option may be revoked if the State, in its sole judgment, determines that it is being abused.

A.23. The Contractor shall comply with all transportation requirements applicable to the transport of hazardous substances and hazardous waste. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport (if required) of HHW and CESQG waste. The Contractor shall be responsible for the packaging, transportation, and recycling or disposal of all materials that were collected during the operation of a mobile event, except as provided in Section A.42. The Contractor shall insure that all HHW and CESQG waste

collected by the mobile unit which cannot be recycled or beneficially reused is transported to a permitted hazardous waste treatment or disposal facility that has been pre-approved by the State.

A.24. The Contractor shall make every effort to consolidate compatible HHW materials. In order of preference, the state's material management hierarchy is: (1) reuse, (2) recycling, (3) energy recovery, (4) treatment, (5) incineration, and/or (6) landfill. Material shall be recycled whenever feasible. Furthermore, the Contractor shall bulk liquid wastes, including flammable liquids, antifreeze, and used oil whenever practical.

A.25. The Contractor shall provide a cross-reference sheet at the end of the event that lists all the containers to be shipped specifying the waste category (using the categories specified in the pricing list), the container number, container type, and gross weight of the container and waste. If roll-offs are utilized, the tare weights are to be recorded and the gross weights are to be provided in the 15-day paperwork using public weigh tickets for documentation. The cross-reference sheet should include the county and date of the event and signature lines for the project manager and State site representative. This document is to be prepared on carbon paper and a copy provided to the State after the requisite signatures are in place.

A.26. The Contractor shall promote and administer the CESQG collection including, but not limited to, conducting a pre-inventory waste survey of each generator, providing an estimated cost for disposal based on the pre-inventory waste survey, scheduling collection appointments to immediately follow HHW collection, providing transportation guidance to the generator, and providing a receipt to the generator upon delivery to the collection event. The receipt should list each waste category (using the categories specified in the pricing list), the net weight, and unit cost of each. CESQG customers shall be allowed to use multiple payment methods (cash, check or credit card); Contractor must be willing to issue an invoice to government agencies and those unable to pay at the time of service.

A.27. The Contractor shall recycle, treat, or dispose of all HHW and CESQG waste, at an appropriate facility approved in writing by the State. No wastes accepted by the Contractor may be disposed in a landfill without express written approval from the State and no such wastes may leave the United States of America without prior written approval from the State.

A.28. The Contractor shall insure that all transporters possess local, state, and federal transportation permits and licenses applicable to persons who transport hazardous waste and hazardous substances and shall comply with all local, state, and federal regulations.

A.29. The Contractor shall provide to the State a copy of all uniform hazardous waste manifests (EPA form 8700-22) or hazardous materials bills of lading, signed by the receiving facility, prepared for each collection event within fifteen (15) days from the date of the collection event.

A.30. The Contractor shall provide to the State a cross-reference sheet indicating the waste category, total net weight of HHW and CESQG materials, manifest number, and container numbers for each container of HHW and CESQG waste generated during each collection event within fifteen (15) days from the date of the collection event.

A.31. Unless specifically extended in writing by the State, the Contractor shall ensure that all waste accepted by the Contractor is recycled, treated, or properly disposed within thirty (30) days from when the Contractor accepts the waste. The Contractor shall maintain records of all waste collected. Such records shall be sufficient to account for all waste categories by weight collected during each day a mobile unit operates or from each fixed location pick up. Certificates of disposal, destruction or recycling, are required to be provided to the State in a format that is easy to track from the original manifest.

A.32. The Contractor shall, within thirty (30) days of the termination date of the Contract, provide a final report to the State summarizing the type, quantity indicating net weight and disposition of all wastes collected during the Contract period.

A.33. The Contractor shall provide HHW/CESQG collection and disposal services (as described in Section A. "Scope of Services") in each county on the scheduled time and date furnished by the county and approved by the State (See Section A.3). Failure to appear (See Section D.24 for exceptions) at any scheduled event or pick up shall result in the Contractor being responsible for reimbursing the county and State for all costs associated with, but not limited to, planning, advertising, and personnel costs related to the planned event or pick up. Additionally, failure to appear at any scheduled collection may result in the forfeiture of the Contractor's performance bond and immediate termination of the Contract.

A.34. Title to all HHW and CESQG wastes shall pass to the Contractor upon receipt by the Contractor of the materials from each participant at each county designated mobile collection site or at the time of the pick up from a fixed location. Furthermore, the Contractor shall sign all manifests/bills of lading for HHW as the waste generator/offeror. Materials that are diverted to the county under Section A.38 are excluded from this provision. The Contractor shall sign all manifests for CESQG wastes as the generator/offeror.

A.35. The Contractor shall provide HHW management services at permanent collection facilities, if directed to do so by the State. The requirements of Sections A.8, A.9, and A.17 through A.30 shall apply to services provided at permanent collection facilities, where applicable. The permanent collection facilities include, but are not limited to, Davidson County, Hamilton County, Knox County, and Shelby County.

A.36. Within five (5) days after notification from the State, Contractor shall make itself available to local governments for the collection of natural disaster related HHW at fixed locations. The Contractor shall offer its services to counties at the payment rates set in this contract. Counties will be required to pre-collect and sort the HHW following basic guidelines provided by Contractor.

A.37. The State reserves the right to require the Contractor to allow participants to leave their vehicles to witness the removal of material from their vehicles.

A.38. The State reserves the right to require or allow diversion of any materials collected to the county for recycling or alternative disposal by the county.

A.39. For the purpose of planning and scheduling, the State shall notify the Contractor thirty (30) days in advance of a scheduled mobile event.

A.40. The State shall require each county to conduct an advertising and public education program for the purpose of informing residents of each HHW collection event and the items to be collected. The State shall require each county to provide restroom facilities for the collection event.

A.41. The State shall require each county to provide an on-site representative at each collection for the purpose of coordinating activities and to assist with solving any problems that may arise. Each county will provide volunteers to assist with traffic flow and survey taking.

A.42. The State shall require each county to provide one (1) or more containers for the collection of non-hazardous household waste at each collection event(s) and provide for the proper disposal of the non-hazardous wastes by the county. At its discretion a county may provide additional containers for the segregation of cardboard, steel, or other recyclable materials that result from the processing of the collected HHW. The Contractor shall sort the non-hazardous wastes in accordance with the host county's instructions. The county may establish a reuse area to divert usable household hazardous materials that are collected at the event. The reuse area may be open to residents, nonprofits, and government. If a reuse area is established, the Contractor shall segregate such materials as the county has requested to divert. One (1) hour prior to the end of the event, the reuse areas will be closed and the county may return any unwanted items to the Contractor to be disposed as HHW.

A.43. The State administers a collection program that allows qualifying counties to provide year-round collection of materials that require a lower level of expertise to manage, such as oil based paint, in anticipation of their event or to be picked up in milk runs. The Contractor shall accept the

waste for recycling, treatment, or disposal and shall provide containers for the counties to continue collecting. If scheduled, the Contractor shall pick up these wastes at the fixed location where they are stored. In some cases a special pick up may not be necessary. These collection sites and the full-scale permanent HHW facilities are both included in the fixed location category. The wastes will be properly segregated and containerized prior to pick-up. For fixed location pick-ups, the Contractor will be provided with the total quantity of materials in advance of the pick-up.

A.44. The State reserves the right to distribute information materials and conduct surveys at all collection events.

A.45. The State reserves the right to assign a State employee to each collection for the purpose of reviewing the inspecting, unloading, weighing, classifying, and verifying of all HHW and CESQG waste collected by the Contractor.

A.46. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.47. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on October 28, 2020 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Million Dollars ($4,000,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment rates:

(1) For service performed from October 28, 2020, through October 27, 2021, the following rates shall apply:

Goods or Services Description	**Amount** (per compensable increment)
HHW Mobile Event	
Fork lift rental, when required for Mobile Event	$ 50.00 per Day
Flammable Liquid – Mobile Event	$ 0.60 per Pound
Flammable Solid – Mobile Event	$ 1.25 per Pound
Corrosive Acid – Mobile Event	$ 4.50 per Pound
Corrosive Base – Mobile Event	$ 4.50 per Pound
Oxidizer – Mobile Event	$ 7.00 per Pound
Reactive – Mobile Event	$ 15.00 per Pound
Poison Solid – Mobile Event	$ 3.65 per Pound
Poison Liquid – Mobile Event	$ 3.65 per Pound
Oil Based Paint – Mobile Event	$ 1.25 per Pound
Latex Paint – Mobile Event	$ 0.95 per Pound
PCB Wastes – Mobile Event	$ 1.50 per Pound
Elemental Mercury Containing Material – Mobile Event	$ 25.00 per Pound
Mixed Aerosols (< 16.4 oz.) – Mobile Event	$ 4.00 per Pound
Flammable Compressed Gas Cylinders – Mobile Event	$ 9.00 per Cylinder
Non-flammable Compressed Gas Cylinders – Mobile Event	$ 100.00 per Cylinder
Fire Extinguishers – Mobile Event	$ 45.00 per Cylinder
Reactive Cylinders – Mobile Event	$ 100.00 per Cylinder
Used Oil – Mobile Event	$ 0.50 per Pound
Antifreeze – Mobile Event	$ 0.35 per Pound
Non-flammable Liquids – Mobile Event	$ 0.80 per Pound
Used Oil Filters – Mobile Event	$ 0.50 per Pound
Rechargeable Batteries – Mobile Event	$ 3.50 per Pound

Alkaline Batteries – Mobile Event	$ 3.50 per Pound
Lithium Batteries – Mobile Event	$ 10.00 per Pound
Mercury Lamps CFL, U-shaped, Circular – Mobile Events	$ 3.50 per Pound
Mercury Lamps 4 Foot Straight Tubes – Mobile Event	$ 1.00 per Pound
Mercury Lamps 8 Foot Straight Tubes – Mobile Event	$ 1.00 per Pound
Medical Sharps – Mobile Event	$ 2.50 per Pound
Smoke Detectors – Mobile Event	$ 2.50 per Pound
CESQG wastes collected in conjunction with a scheduled Mobile Event	
Flammable Liquid – CESQG	$ 3.75 per Pound
Flammable Solid – CESQG	$ 9.85 per Pound
Corrosive Acid Lab Pack – CESQG	$ 15.00 per Pound
Corrosive Acid Bulk – CESQG	$ 4.45 per Pound
Corrosive Base Lab Pack – CESQG	$ 15.00 per Pound
Corrosive Base Bulk – CESQG	$ 4.45 per Pound
Oxidizer – CESQG	$ 15.00 per Pound
Reactive – CESQG	$ 65.00 per Pound
Poison Solid – CESQG	$ 15.00 per Pound
Poison Liquid – CESQG	$ 15.00 per Pound
Oil Based Paint – CESQG	$ 6.00 per Pound
Latex Paint – CESQG	$ 3.10 per Pound
PCB Wastes – CESQG	$ 21.40 per Pound
Mixed Aerosols (< 16.4 oz.) – CESQG	$ 10.65 per Pound
Elemental Mercury Containing Material – CESQG	$ 75.00 per Pound
Flammable Compressed Gas Cylinders – CESQG	$ 44.50 per Cylinder
Non-flammable Compressed Gas Cylinders – CESQG	$ 150.00 per Cylinder
Fire Extinguishers – CESQG	$ 150.00 per Cylinder
Reactive Cylinders – CESQG	$ 150.00 per Cylinder
Used Oil – CESQG	$ 1.95 per Pound
Antifreeze – CESQG	$ 2.45 per Pound
Non-flammable Liquids – CESQG	$ 2.45 per Pound
Used Oil Filters – CESQG	$ 2.05 per Pound
Rechargeable Batteries – CESQG	$ 9.00 per Pound
Alkaline Batteries – CESQG	$ 9.00 per Pound
Lithium Batteries – CESQG	$ 75.00 per Pound
Mercury Lamps CFL, U-shaped, Circular – CESQG	$ 17.35 per Pound
Mercury Lamps 4 Foot Straight Tubes – CESQG	$ 9.35 per Pound
Mercury Lamps 8 Foot Straight Tubes – CESQG	$ 9.35 per Pound

Medical Sharps – CESQG	$ 16.00 per Pound
Smoke Detectors – CESQG	$ 15.00 per Pound
Fixed Locations, including schools and satellite locations	
Flammable Liquid – Fixed Location	$ 0.25 per Pound
Flammable Solid – Fixed Location	$ 0.30 per Pound
Corrosive Acid – Fixed Location	$ 2.25 per Pound
Corrosive Base – Fixed Location	$ 2.25 per Pound
Oxidizer – Fixed Location	$ 2.50 per Pound
Reactive – Fixed Location	$ 10.00 per Pound
Poison Solid – Fixed Location	$ 1.75 per Pound
Poison Liquid – Fixed Location	$ 1.75 per Pound
Oil Based Paint – Fixed Location	$ 0.29 per Pound
Latex Paint – Fixed Location	$ 0.29 per Pound
PCB Wastes – Fixed Location	$ 2.00 per Pound
Mixed Aerosols (< 16.4 oz.) – Fixed Location	$ 1.00 per Pound
Elemental Mercury Containing Material – Fixed Location	$ 10.00 per Pound
Flammable Compressed Gas Cylinders – Fixed Location	$ 49.00 per Cylinder
Non-flammable Compressed Gas Cylinders – Fixed Location	$ 250.00 per Cylinder
Fire Extinguishers – Fixed Location	$ 45.00 per Cylinder
Reactive Cylinders – Fixed Location	$ 150.00 per Cylinder
Used Oil – Fixed Location	$ 0.33 per Pound
Antifreeze – Fixed Location	$ 0.34 per Pound
Non-flammable Liquids – Fixed Location	$ 0.34 per Pound
Used Oil Filters – Fixed Location	$ 0.40 per Pound
Rechargeable Batteries – Fixed Location	$ 2.25 per Pound
Alkaline Batteries – Fixed Location	$ 2.25 per Pound
Lithium Batteries – Fixed Location	$ 10.00 per Pound
Mercury Lamps CFL, U-shaped, Circular – Fixed Location	$ 3.19 per Pound
Mercury Lamps 4 Foot Straight Tubes – Fixed Location	$ 1.50 per Pound
Mercury Lamps 8 Foot Straight Tubes – Fixed Location	$ 1.50 per Pound
Medical Sharps – Fixed Location	$ 2.95 per Pound
Smoke Detectors – Fixed Location	$ 3.00 per Pound
Chemist/Supervisor – Fixed Location To perform technical duties such as waste characterization, packing, waste inventories, labeling, etc.	$ 40.00 per Person per Hour
Technician – Fixed Location To perform non-technical duties such as unloading vehicles, packing, bulking, and loading truck.	$ 30.00 per Person per Hour
Driver – Fixed Location	$ 40.00 per Person per Hour

To perform transportation pick up duties, labeling, manifesting, and loading truck.	
Emergency Response Mobilization Fee (Scope of Service A.36)	
Emergency Response To Disaster Related HHW Site – Less than 150 Miles from proposer's location to fixed location	$ 150.00 per Mobilization
Emergency Response To Disaster Related HHW Site –150 to 300 Miles from proposer's location to fixed location	$ 150.00 per Mobilization
Emergency Response To Disaster Related HHW Site – Greater than 300 Miles from proposer's location to fixed location	$ 150.00 per Mobilization

(2) For service performed from October 28, 2021, through October 27, 2022, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in October 2021 and that figure published in the same month, 12-months prior, up to a maximum of Three and One-Half percent (3.5%).

(3) For service performed from October 28, 2022, through October 27, 2023, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(2) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in October 2022 and that figure published in the same month, 12-months prior, up to a maximum of Three and One-Half percent (3.5%).

(4) For service performed from October 28, 2023, through October 27, 2024, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(3) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in October 2023 and that figure published in the same month, 12-months prior, up to a maximum of Three and One-Half percent (3.5%).

(5) For service performed from October 28, 2024, through October 27, 2025, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(4) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in October 2024 and that figure published in the same month, 12-months prior, up to a maximum of Three and One-Half percent (3.5%).

c. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Department of Environment and Conservation
Division of Solid Waste Management
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 14th Floor
Nashville, TN 37243

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Department of Environment and Conservation, Division of Solid Waste Management;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Robert Wadley, Environmental Scientist
Department of Environment and Conservation
Division of Solid Waste Management
312 Rosa L. Parks Ave., 14th Floor
Nashville, TN 37243
robert.wadley@tn.gov
Telephone # 615-741-4907
FAX # 615-532-0199

The Contractor:

Nicky Bowers
Clean Harbors Environmental Services, Inc.
2815 Old Greenbrier Pk. Greenbrier, TN 37073
bowers.nicholas@cleanharbors.com
Telephone # (931) 205-5833
FAX # (931) 643-6370

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show

proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1: Attestation Re Personnel, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or

provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for

Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq*., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's

duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attestation Re Personnel Used in Contract Performance, Performance Bond, List of Acceptable Materials for HHW Collection, and List of Materials Specifically Excluded;
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and
f. the Contractor's response seeking this Contract.

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars ($50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The

COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

    1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

    The Contractor shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

    1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

        i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employs fewer than five (5) employees;

ii. The Contractor is a sole proprietor;

iii. The Contractor is in the construction business or trades with no employees;

iv. The Contractor is in the coal mining industry with no employees;

v. The Contractor is a state or local government; or

vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all

legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.3. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.4. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to Solicitation 32701-03910 (Attachment 6.2) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:
https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810.

E.5. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract, specifically faithful performance of the work in accordance with the plans, specifications, and contract documents. The performance bond shall be in an amount equal to one hundred percent (100%) of the Maximum Liability, Six Hundred Thousand Dollars ($600,000.00). The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and in the manner and form prescribed by the State at Attachment 2: Performance Bond. The bond shall be issued by a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations for the Term, as the Contract is extended or renewed.

Failure to provide to the State the performance bond(s) as required under this Contract may result in this Contract being terminated by the State. The performance bond required under this Contract shall not be reduced during the Term without the State of Tennessee Central Procurement Office's prior written approval.

IN WITNESS WHEREOF,

CLEAN HARBOR ENVIRONMENTAL SERVICES, INC.:

William B Hallam 10/21/20

CONTRACTOR SIGNATURE **DATE**

WILLIAM B HALLAM SVP GULF REGION

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

David W Salyers

David W Salyers (Oct 21, 2020 15:21 CDT)

DAVID W. SALYERS, P.E., COMMISSIONER **DATE**

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. **SUBJECT CONTRACT NUMBER:**	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT 2

PERFORMANCE BOND

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

_____

(Name of Principal)

_____

(Address of Principal)

as Principal, hereinafter called the Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

as Surety, hereinafter call the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligee, hereinafter called the Obligee, and in the penal sum of

_____

(Dollar Amount of Bond)

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Obligee has engaged the Principal for a sum not to exceed

_____

(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposals bearing the RFP Number:

32701-02307

a copy of which said Request for Proposals and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligee any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote sub-contractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this

_____ day of _____, _____.

WITNESS:

_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Authorized Signature of Principal)	(Signature of Attorney-in-Fact)
_____	_____
(Name of Signatory)	(Name of Attorney-in-Fact)
_____	_____
(Title of Signatory)	(Tennessee License Number of Surety)

ATTACHMENT 3

LIST OF ACCEPTABLE MATERIALS FOR HHW COLLECTION

1. Household Cleaners
   a. Drain openers
   b. Oven cleaners
   c. Wood and metal cleaners and polishes
   d. Toilet bowl, tub, and tile cleaners
   e. Strong disinfectants

2. Automotive Products
   a. Fuel and oil additives
   b. Grease and rust solvents
   c. Carburetor and fuel injection cleaners
   d. Air conditioning refrigerants
   e. Starter fluids
   f. Body putty
   g. Antifreeze/coolant
   h. Grease
   i. Contaminated used oil
   j. Gasoline, diesel, kerosene
   k. Welding supplies

3. Home Maintenance and Improvement Products
   a. Oil based paint, varnish, stains, sealers (**fixed locations only**)
   b. Paint and varnish thinners, strippers, and removers
   c. Adhesives
   d. Epoxies

4. Lawn and Garden Products
   a. Herbicides
   b. Pesticides
   c. Fungicides / wood preservatives
   d. Fertilizers

5. Miscellaneous
   a. Dry-cell batteries
   b. Fingernail polish remover
   c. Pool chemicals
   d. Photographic processing chemicals
   e. Prescription and OTC medicines / drugs
   f. Aerosols / compressed gas (e.g., acetylene, refrigerants, propane)
   g. Elemental mercury / mercury-containing devices (e.g., thermometers, thermostats)
   h. Mercury containing lamps (e.g., fluorescent tubes, compact fluorescent bulbs)
   i. Medical sharps
   j. Smoke detectors

ATTACHMENT 4

LIST OF MATERIALS SPECIFICALLY EXCLUDED

1. Explosives or Ordnance (e.g., ammunition, DOT Class A, B, or C explosives)
2. Radioactive Compounds (e.g., Americium or Smoke Detectors, Uranium, Thorium Nitrate)