

Putnam County Regular August Board Meeting

Thursday, August 1, 2019 5:00 PM
Central Office Board Room
1400 E Spring St.
Cookeville, TN 38506

I. Meeting Called to Order

II. Approval of Agenda

III. Announcements

A. Recognize Putnam County School System Teachers and Supervisors retiring between July 1, 2018 and June 30, 2019

B. Director's Reports

1. General Purpose School Cash Flow Analysis

2. Personnel Report

3. Three-Year Calendar Committee Report Update

IV. Approval of Minutes

A. Minutes of the Regular July Board Meeting - Thursday, June 27, 2019, @ 5:00 PM

B. Minutes of the Special Called Board Meeting - Tuesday, July 16, 2019, @ 5:00 PM

C. Minutes of the Special Called Board Meeting - Tuesday, July 16, 2019, @ 7:30 PM

V. Approval of Consent Agenda

A. Payments/Purchases

1. Approval of payment to Frontline Technologies Group, LLC for AESOP (Absence & Substitute Management System) and MLP (Professional Learning Management System) for services from July 1, 2019 to June 30, 2020 from the 1 Governmental Purchasing Alliance (contract 19-04PV-14) in the amount of \$36,589.50 to be paid, as follows: AESOP - 141 E 72210 399 000 02103 000 = \$15,025.36; 141 E 72220 399 000 00000 000 = \$2,564.79; 141 E 72230 399 000 00000 000 = \$732.95 and MLP - 141 E 72210 399 000 02103 000 = \$700.00; 141 E 72210 399 000 02117 000 = \$3,766.40; 141 E 72220 399 000 00000 000 = \$2,000.00; 142 E 71300 399 801 00000 000 = \$600.00; 142 E 72210 399 201 00000 000 = \$11,200.00, as submitted.

2. Approval of payment to Houghton Mifflin Harcourt of Chicago, IL (per member cooperative ESC-19) for professional development services in the amount of \$15,680.00 and \$91,256.80 to be paid from 142-72210-399-171.

3. Approval to purchase a Fanuc Robot with Controller Enclosed Education Trainer Cart from Tennessee College of Applied Technology (TCAT) - Livingston, Tennessee to be used in the new Robotics class at Cookeville

High School in the amount of \$35,000 to be paid from Perkins Reserve Consolidated Fund, 142-71300-730-852, as submitted.

4. Approval of a payment to Fulcrum Management Solutions, Inc. - Spokane Valley, WA for Thoughtexchange Team Room in the amount of \$24,000 for the 2019-20 school year to be paid from 141-72310-599 (General Purpose School), Other Charges, as submitted.
 5. Approval of payment to Skyward - Stevens Point, WI for Accounting and HR Software Annual License fee from July 1, 2019, to June 30, 2020, in the amount of \$62,996.00 to be paid from 141-72510-399, Other Contracted Services (General Purpose School Fund), as submitted.
 6. Approval of payment to Tennessee Tech University - Cookeville, Tennessee for State of Tennessee reimbursement for Pre-K between April 1, 2019, and June 30, 2019, in the amount of \$20,562.29 to be paid from 141-73400-399-01604, Other Contracted Service, as submitted.
 7. Approval of payment to Lexia Learning Systems LLC - Concord, MA (per contract 180302) for professional development services in the amount of \$51,408.00 to be paid from 142-72210-524-172 and \$46,445.00 to be paid from 142-71100-471-172, as submitted.
 8. Approval of payment to FileWave (USA), Inc. - Indianapolis, IN for FileWave license annual renewal from September 1, 2019, to August 31, 2020, in the amount of \$39,804.00 to be paid from 141-72250-399 and 141-71100-722-01607, as submitted.
 9. Approval of a payment to Power School Group, LLC for services from July 15, 2019, to July 14, 2020, in the amount of \$59,088.64 to be paid from 141 E 72110 399 000 00000 000, Other Contracted Services (General Purpose School Fund), as submitted.
- B. Bids/Quotres/Sealed Bids/RFPs (None Submitted)
- C. Budget Amendments/Line Item Transfers
1. General Purpose School Budget Amendments - Fund 141
 - a. Finance - To budget for Porfolio Pear Reviewer Stipend from State of TN
 - b. Special Education - To budget carry-over funds for VOCRE Grant fund ending September 30, 2019
 2. Federal Projects Budget Amendments - Fund 142
 - a. CTE - To budget CTE Perkins Reserve Consolidated Funds for 2019-2020 School Year
 - b. Federal Programs - Title III Immigrant Grant Revenue (-311) to establish the 2019-2020 Immigrant Grant Budget
 - c. Federal Programs - McKinney Vento Homeless Grant Revenue to establish the 2019-2020 Budget

- d. Federal Programs - Adaptive Learning Technology Grant Revenue to establish the 2019-2020 Budget
- e. Special Education - To budget IDEA Pre-School Discretionary Grant FY-20 (ages 3-5 years)
- f. Special Education - To budget allocation for IDEA Discretionary Grant FY-20: *"Special Education Licensure, Endorsement or Certification"*
- g. Special Education - To budget for IDEA Discretionary Grant FY-20: *"Increase Percent of Children Appropriately Identified as SWD"*
- h. Special Education - To budget IDEA Discretionary Grant FY-20: *"Increase Access to High Quality Core Instruction"*
- D. Approval of Out-of-County and Overnight Trip Reports
 - 1. Approval of Out of State/Overnight Trip Report (Secondary), as submitted.
- E. Approval of Grant Report, as submitted.
- F. Other
 - 1. Approval of 2020, 2021 and 2022 Dental & Vision Insurance Rates, as submitted.
 - 2. Approval of 2020 Medical Insurance Rates and to front load \$500 for new employees entering the Health Savings Account on January 1, 2020, for participants in the Consumer Driven Health Plans, remaining balance will be contributed in equal amounts each payroll, as submitted.
 - 3. Approval of the Complaint Managers for 2019-2020 School Year, as submitted.
 - 4. Approval of the following names to be on the Collaborative Conferencing Team representing the Board of Education: Chris Pierce, Beth Gaw, Kevin Maynard, Angie Knight, Dr. Sharon Griggs, Tim Martin and Bridgett Carwile.
 - 5. Approval of the MOU with Fentress County Schools for space for Adult Education at \$450 per month from July 1, 2019 - June 30, 2020 to be paid from Adult Education funds, as submitted.
 - 6. Approval to join the Cooperative Purchasing Alliance 1 Government Procurement Alliance (1GPA), as submitted.
 - 7. Approval of an agreement between Putnam County School System and Tennessee Tech University 2019-2020 regarding a Volunteer PreK Pilot Funded PreK Classroom, as submitted.
 - 8. Approval of a \$20 stipend for cell usage for Extended Learning Program beginning July 1, 2019 - June 30, 2020, per Policy 3.3001, Use of Cellular Phones, for Brenda Hughett to be paid from 21st CCLC (142-73300-432) and LEAPs (141-73300-02003), as submitted.
 - 9. Approval of the annual agreement between Tennessee Department of Education's School Nutrition Program for participation in the National School Lunch Program and School Breakfast Program for SY2019-20, as

submitted.

10. Approval of the Edgenuity Services Agreement between Edgenuity Inc. - Scottsdale, Arizona and Putnam County School System for professional services for the 2019-2020 school year to be paid from General Funds in cooperation with the Interlocal Purchasing System (TIPS) agreement in the total amount of \$70,784 to be paid from 141-71100-399-01501 (\$65,784) and 141-71200-429 (\$5,000), as submitted.
11. Approval of the Memorandum of Understanding (MOU) between the Tennessee Department of Education and Putnam County School System for the 2019-2020 school year to document essential assurances and related information pertaining to Coordinated School Health Initiative in the amount of \$155,000.00 to be paid from State Grant Funds, as submitted.
12. Approval to enter into a contract with Ident-A-Kid Visitor Management System - Petersburg, Florida for the 2019-2020 school year to be paid from the Safe Schools Grant, 141-72130-399-02118 in the total amount of \$27,642.28, as submitted.
13. Approval to enter into a one-year contract for the 2019-2020 school year (July 1, 2019 - June 30, 2020) with Cintas - Nashville, Tennessee for work uniforms in the total weekly amount of \$51.65 to be paid from 141-72710-329, as submitted.
14. Approval to enter into a contract for the 2019-2020 school year with STOPit Solutions - Holmdel, N.J. for an anonymous reporting tip line for bullying, harassment, violence or threats in the amount of \$7,475.00 to be paid from Safe Schools Grant, 141-72130-399-02118, as submitted.
15. Approval of a \$20 monthly stipend for cell phone usage for the 2019-2020 school year per Policy 3.3001, Use of Cellular Phones, to be paid from 141-72250-199 for the following Technology employees: Jimmy Watkins, David Arney, and Michael McCarver, as submitted.
16. Approval of the Instructure Services Agreement between Instructure, Inc. - Salt Lake City, Utah and Putnam County School System for professional services for the 2019-2020 school year in the amount of \$20,000 to be paid from General Funds in cooperation with the National IPA #R150702 agreement, as submitted.

VI. Policy

- A. Policy 2.805, Purchasing
- B. Policy 2.900, Student Activity Funds Management

VII. Discussion/Presentation

- A. Discuss Architectural Contract
 1. Define scope of work (PreK-4; PreK-8).
- B. General Purpose School Budget Fund 141 - Draft #5

VIII. Adjournment

Chairperson

Superintendent

EXHIBIT
III A.
08-01-19



Board Agenda Request
For August 2019 Meeting

Date: July 16, 2019

Department : Teaching & Learning

Person Submitting : Dr. Sharon Anderson

Account Number (if appropriate) : N/A

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Recognition of the Putnam County School System Teachers and Supervisors retiring between July 1, 2018 and June 30, 2019.

A handwritten signature in black ink, appearing to be "S. Anderson".

07-16-19
SA

**PCSS Retiring Teachers & Supervisors
July 1, 2018 – June 30, 2019**

Sandra Cupp, SES
Judy Delk, UHS
Kristen Duncan, AMS
Donna (Joy) Ferguson, ATMS
Deborah (Joy) Hamby, CHS
Donna Harpe, AES
Norma Holder, CHS
Steve Jones, AMS
Sandra Landry, NES
Sherron Luhn, AES
Sandi Rains, PSMS
Teresa Shelley, BES
Linda Smith, WPA
Kathy Watts, UMS
Faye Watts-Maxwell, CHS
Sarah Webb, AMS

EXHIBIT
III B.2.
08-01-19

Personnel Report For July 2019							
NEW HIRES							
LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	EFFECTIVE DATE	FUNDED	HOURS	REPLACING
Aikens	Jessica	CHS	SPED CDC Teacher	7/25/2019	141-71200-116-037	7.5	William McDaniel
Allison	Amanda	CHS	SPED Tracs Assistant	7/26/2019	141-71200-163-037	7	Layne Colter
Allison	Molly	BPS	SAC Activity Instructor	7/8/2019	146-73300-189-01800	5.8	Sarah Shytle
Arnold	Heather	AES	Kindergarten Teacher	7/25/2019	146-71100-116-005	7.5	Shannon Auberson's LOA
Babic	Milos	UHS	SPED CDC Assistant	7/26/2019	142-71200-163-906-090	7.5	Melanie Coe Burnette
Behymer	Jennifer	AMS	SPED Resource Teacher	7/25/2019	141-17200-116-008	7.5	Aaron Shirah
Bowman	Savannah	UMS	Grade 9-12 Teacher	7/25/2019	141-71100-116-110	7.5	James Cox
Bray	Kenneth	CHS	Grade 9-12 Teacher	7/25/2019	141-71100-116-037	7.5	Sheri Ross
Brown	Matthew	UHS	Grade 9-12 Teacher	7/25/2019	141-71100-116-090	7	Autumn Baugh
Brown	Megan	Adult Education	Adult Education Teacher	7/25/2019	141-71600-116-01002	1.8	N/A
Brummitt	Grace	AES	SAC Activity Instructor	7/17/2019	146-73300-189-01800	5.8	N/A
Bryant	Leda	PVES	Food Services	7/24/2019	143-73100-165-00060	4.5	Maria Padilla
Burnell	Nikita	CCES	SPED CDC Assistant	7/26/2019	142-71200-163-906-030	7.5	Sarah Bilyeu
Chambers	Samantha	BPS	SPED PreK Assistant	7/26/2019	142-71200-163-906	7	Jami Kyffin
Cobble	Hailey	CSES	Grade 2 Teacher	7/25/2019	141-71100-116-005	7.5	Cassandra Lane
Coffman	Timothy (Kyle)	CHS	Grade 9-12 Art Teacher	7/25/2019	141-71100-116-037	7.5	Faye Watts-Maxwell
Cook	Charles	ATMS	Grade 5-8 Teacher	7/25/2019	141-71100-116-065	7.5	Tiffany Ward
Coutta	Brian	CSES	Grade 4 Teacher	7/25/2019	141-71100-116-015	7.5	Terri Haney
Cross	Hanna	PVES	SPED CDC Teacher	7/25/2019	141-71200-116-060	7.5	Merry Hawke
Cunningham	Anna	UHS	Grade 9-12 Teacher	7/25/2019	141-71100-116-090	7.5	Judy Delk
Dale	Kelsey	ATMS	Grade 5-8 Teacher	7/25/2019	141-71100-116-065	7.5	Elizabeth Ramsey
Daughterly	Libby	NES	Grade K-4 Teacher	7/25/2019	141-71100-116-057	7.5	Myra Janie Norrod
Devenport (Bateman)	Amanda	UMS	Grade 5-8 Teacher	7/25/2019	141-71100-116-110	7.5	Melanie Britton
Dirro	Sarah	Central Office	Systemwide Speech Pathologist	7/25/2019	141-71200-000-000	7.5	Patti Marquis/Tanya Samples
Dyer	Amanda	BPS	SPED PreK Assistant	7/26/2019	142-71200-163-894-017	5.5	New Grant Funded Position
Dyer	Erin	NES	Grade 1 Teacher	7/25/2019	141-71100-116-057	7.5	Mary Porter
Eckert	Sean	UHS	SPED CDC Assistant	7/26/2019	142-71200-163-906	7	Mimi Copeland
Edgar	Tammy	BPS	ECC Caregiver	7/8/2019	146-73300-189-01801	5.8	N/A
Edgington	Will	CES	SAC Activity Instructor	7/17/2019	146-73300-189-01800	5.8	N/A
Fair	Kimberly	Central Office	SPED Related Services Assistant	7/30/2019-09/29/2019	141-71200-163-98% 141-72120-189-02100 - 2%	7	Sydney Jackson's - LOA
Felipe	Maria	NES	SPED PreK Teacher	7/25/2019	142-71200-116-057	7.5	Makayla Clark
Garrett	Lana	PVES	Kindergarten Teacher	7/25/2019	141-71100-116-060	7.5	Renee Cantrell
Gonsalves	Jennifer	PSES	ECC Caregiver	7/9/2019	146-7300-189-01801	5.8	N/A
Hadlock	Thomas	CHS	SPED CDC Assistant	7/26/2019	142-71200-163-906-037	7.5	Jeremy Craig
Harrison	Johnny	AMS	Grade 5-8 Teacher	7/25/2019	141-71100-116-008	7.5	Steve Jones
Hauck	Devon	NES	SPED Resource Teacher	7/25/2019	141-71200-116-057	7.5	Sandy Landry
Herron	Ben	AMS	Assistant Principal	7/25/2019	141-72410-139-008	7.5	Leah Burnett
Hitchcock	Alexa	AMS	SPED Resource Teacher	7/25/2019	141-71200-116-008	7.5	Heather Ramirez-Sanchez
Hitchcock	Katy	NES	Half Time Assistant (Title)	7/26/2019	142-71100-163-101-057	4	Becky Dyer
Hubbard	Richard	UMS	Grade 5-8 Teacher	7/25/2019	141-71100-116-110	7.5	John Worsham
Huff	Amber	CCES	Grade 4 Teacher	7/25/2019	141-71100-116-030	7.5	Ashley Reeves
Hughes	Courtney	PVES	Grade 1 Teacher	7/25/2019	141-71100-116-060	7.5	Janet Ross
Hunter	Bailey	Central Office	ESL Teacher	7/25/2019	141-71100-116-025 - 50% 141-71100-116-050 - 50%	7.5	Courtney Kinman
Jackson	Sarah	PSES	Grade 1 Teacher	7/25/2019	141-71100-116-095	7.5	Kaysha Sells
Kefauver	Adam	CHS	Assistant Principal	7/1/2019	141-72410-139-037	7.5	Joseph Cliff Matlock
Legg	Kaitlyn	CHS	PreK Teacher	7/25/2019		7.5	Abby Grigsby
Love	Christine	ATMS	Grade 5-8 Teacher	7/25/2019	141-71100-116-065	7.5	Kyle Rivers/Hotsinpillar/Kristen Rainey
Marsee	Aaron	BPS	Grade K-4 Music Teacher	7/25/2019	141-71100-116-017	7.5	Nicholas Mullins
Mason	Megan	Central Office	SPED Speech Pathologist	7/25/2019	141-71200-171-000	7.5	Heidi Baschnagel
Mayberry	Heidi	Transportation	SPED Bus Attendant	7/30/2019	141-72710-146-01605	5	N/A

received
 07-31-19
 SK

Merkley	Rosalie	Central Office	SPED Resource Assistant	7/26/2019	141-71200-163-000	5	Shirley McKinney
Moss	Stacey	UHS	Grade 9-12 Teacher	7/25/2019	141-71300-116-090	7.5	Kristi Pendergrass
Nabors	Jessica	CHS	PreK Teacher	7/25/2019	141-73400-116-02005-037	7.5	Jessica Upchurch - LOA
Neyman	Christian	SES	SAC Activity Instructor	7/25/2019	146-73300-1089-01800	5.8	N/A
Nunn	Brooke	SES	Grade K-4 Teacher	7/25/2019	141-71100-116-070	7.5	Sandra Cupp
Palmer	Cassandra	PSMS	Grade 5-8 Teacher	7/25/2019	141-71100-116-100	7	Kim Woods
Phillips	Samantha	PSES	SPED TRACS Assistant	7/26/2019	142-71200-163-906-095	7.5	Crystal Castle
Pullum	Tammie	BPS	Food Services	7/24/2019	143-73100-165-00017	3	Margaret Thomason's Hrs.
Puttman	Jamie	NES	Food Services	7/24/2019	143-73100-165-00057	4	Rosie Jane Freeman
Roller	Abby	PSES	ECC Caregiver	7/23/2019	146-73300-189-018012	5.8	N/A
Scott	Carleen	PSES	ECC Caregiver	7/9/2019	146-73100-189-01801	5.8	N/A
Shaffner	Macy	AES	Grade 2 Teacher	7/25/2019	141-71100-116-005	7.5	Kellie Phillips
Shanks	Wayne E.	UHS	Grade 9-12 Ag. Teacher	7/25/2019	141-71100-116-090	7.5	Amanda Edwards
Slagle	Chelsea	BPS	Grade K-4 Teacher	7/25/2019	141-71100-116-017	7.5	Emily Maynor
Smith	Bethany	ATMS	Grade 5-8 Teacher	7/25/2019	141-71100-116-065	7.5	Brandon Fletcher/Karen Macke
Smitty	Penny	UMS	Grade 5-8 Teacher	7/25/2019	141-71100-116-110	7.5	Kathy Watts
Thomas	Sarah	BES	Grade 3 Teacher	7/25/2019	141-71100-116-025	7.5	Amanda Childress
Thomsen	Farrah	CHS	Food Services	7/24/2019	143-73100-165-00037	5	Sarah Cantrell's Hrs.
Thompson	Kristie	Central Office	SPED Systemwide Speech Pathologist	7/25/2019	141-71200-171-000	7.5	Kelli Morgan
Thompson	Robert	CHS	SPED Resource Teacher	7/25/2019	141-71200-116-037	7.5	New position - Student needs
Tiebout	Olivia	AES	Grade 1 Teacher	7/25/2019	141-71100-116-005	7.5	May Collins
Troyer	Bethany	BES	Grade 6 Teacher	7/25/2019	141-71100-116-025	7.5	Conleda Phillips
Webb	Cherie	Transportation	Bus Driver	7/15/2019	141-72710-146-000	7	Cherrie Webb
Weems	Aubrey	AMS	Grade 5-8 Teacher	7/25/2019	141-71100-116-008	7.5	Laura Roberson
White	Maranda	WPA	Teacher Assistant	7/26/2019	142-71100-163-101-105	7.5	Alyssa Montgomery
Wilson	Heather	SES	Teacher Assistant	7/26/2019	141-71100-163-070	7	Brandy Smith
Wishard	Sandra	PSMS	SPED CDC Assistant	7/30/2019	142-71200-163-906-055	7	Miriam Fisher
Worwick	Jake	CHS	Grade 9-12 Teacher	7/31/2019 - 10/4/2019	141-71100-000-037	7.5	Nicole Lack's - LOA
REHIRES							
	FIRST						
LAST NAME	NAME	LOCATION	ASSIGNMENT	EFFECTIVE DATE	FUNDED	HOURS	REPLACING
Anderson	Kaleb	CHS	SPED CDC Assignment	7/26/2019	142-71200-163-906-037	7	Lynden Taylor
Cagle	Stacey	PSMS	Grade 5-8 ELA Teacher	7/25/2019	141-71100-116-100	7.5	Sandi Rains
Cuebas	Sarah	CHS	Grade 9-12 German Teacher	7/25/2019	141-71100-116-037	7.5	Nadine Jones
Delaney	Brittany	AES	SPED 1x1 Assistant	7/26/2019	141-71200-163-095	5.7	Tylr Clemons
Fanning	Stewart Ross	UHS	Grade 9-12 Teacher	7/25/2019	141-71100-116-090	7.5	Robyn Scott
Frame (Cade)	Elisha	AES	Grade 4 Teacher	7/25/2019	141-71100-116-005	7.5	Tina Cragg
Goodloe	Shandi	AMS	Grade 5-8 ELA Teacher	7/25/2019	141-71100-116-008	7.5	David Smith
							Loss of RTI position - Able to move around
Leddy	Katelyn	PVES	Kindergarten	7/25/2019	141-71100-006-060	7.5	
Matlock	Joseph (Clif)	ATMS	Assistant Principal	7/1/2019	141-72410-139-065	7.5	Alma Anderson
Matson	Samuel	CHS	Grade 5-8 Teacher	7/25/2019	141-71100-116-037	7.5	Susan Capron
Moore	Raymond (Bryce)	AES	SAC Activity Instructor	7/9/2019	146-7300-189-01800	5.8	N/A
Norrod	Myra (Jane)	CSES	Grade 2 Teacher	7/25/2019	141-71100-116-015	7.5	Chelsea Grissom
Radford	Kayla	WPS	Grade 9-12 English Teacher	7/25/2019	141-71100-116-105	7.5	Ruth Collier
Reed	Chelsey	CCES	SPED CDC Assistant	7/26/2019	142-71200-163-906-030	7	Courtney Gelinas
Sharp	Stacy	PSES	Grade 5-8 Teacher - One Year LOA	7/25/2019	141-71100-165-095	7.5	Valarie Kirby - LOA
Sims	Jamie	MHS	SPED Resource Teacher	7/25/2019	141-71200-116-055	7.5	New position due to student needs
Smith	Brandy	SES	Title I Assistant	7/25/2019	142-71100-163-101-070	7	Tiffany Spillers
Vickers	Cheryl	CES	Grade K-4 Teacher	7/25/2019	141-71200-116-035	7.5	Bailey Slack - LOA
Watson	Leah	CES	Bookkeeper	7/26/2019	141-72410-119-035	8	Shelley Boles
RESIGNATION							
	FIRST						
LAST NAME	NAME	LOCATION	ASSIGNMENT	EFFECTIVE DATE			
Boswell	Christina	BPS	Teacher	7/15/2019			
Brown	Callie	PVES	SPED CDC Assistant	7/12/2019			

Castle	Crystal	PSES	SPED TRACS Assistant	7/16/2019			
Colter	Layce	CHS	SPED TRACS Assistant	6/25/2019			
Fanning	Katie	AES	Teacher	7/1/2019			
Farris	Sara	Central Office	ESL Teacher	7/15/2019			
Freeman	Rosie	NES	Food Services	7/1/2019			
Grissom	Chelsea	CSES	Teacher	7/21/2019			
Hendrick	Jane	MHS	SAC Site Director	7/19/2019			
Kurtsinger	Rachel	PVES	SAC Activity Instructor	5/24/2019			
Matthews	Jordan	Transportation	Bus Attendant	7/15/2019			
Matthews	Mya	Transportation	Bus Attendant	7/15/2019			
Partin	Darrell	ATMS	RTI Asst. Coordinator	7/25/2019			
Phillips	Conleda	BES	Teacher	7/9/2019			
Porter	Mary	NES	Teacher	6/24/2019			
Santomango	Mark Thomas	Transportation	Bus Driver	7/18/2019			
Sewell	Sara	Central Office	Speech Pathologist	7/31/2019			
Shytle	Sara	BPS	SAC Activity Instructor	7/19/2019			
Smith	Kelli	PSMS	SPED CDC Teacher	7/22/2019			
Stott	Debra	Transportation	Bus Driver	7/15/2019			
Thomas	Spicy	AMS	SPED CDC Assistant	7/2/2019			
White	Donna	CHS	Teacher Assistant	7/15/2019			
Williams	Courtney	Adult Education	Teacher	5/24/2019			
Winscott	Mary	NES	SAC Activity Instructor	7/2/2019			
RETIREMENT							
	FIRST						
LAST NAME	NAME	LOCATION	ASSIGNMENT	EFFECTIVE DATE			
Duling	Twila	CCES	Food Services	7/15/2019			
Hamby	Deborah		Teacher	6/30/2019			
Hargis	Judy	CCES	Food Services	5/24/2019			
Hickey	Rachel	Transportation	Bus Driver	7/31/2019			
Luhn	Sherron	AES	School Counselor	5/24/2019			
Ross	Janet	PVES	Teacher	5/24/2019			
Webb	Sarah	AMS	Teacher	7/1/2019			
PAY CHANGE							
	FIRST						
LAST NAME	NAME	LOCATION	ASSIGNMENT	HOURS	EFFECTIVE DATE	FUNDED	Rate of Pay
Dillon	Chris	Maintenance	Maintenance	8.00	7/1/2019	141-72620-167-000	\$16.14/Hr.
Flatt	Chad	Transportation - Level 3	Transportation - Level 4	8.00	7/1/2019	141-72710-142-000	\$15.67/Hr.
Hooks	Don	Maintenance	Maintenance	8.00	7/1/2019	141-72620-167-000	\$16.42/Hr.
ADDITIONAL HOURS							
	FIRST						
LAST NAME	NAME	LOCATION	ASSIGNMENT	HOURS	EFFECTIVE DATE	FUNDED	Rate of Pay
Allison	Jamie	UMS	Enrichment Specialist	5 extra days	7/1/2019	141-71100-116-110	\$1,000 Stipend
Baggett	Amy	PSMS	Enrichment Specialist	5 extra days	7/26/2019	141-71100-116-100	\$1000 Stipend
Bilbrey	Mildred	BES	Enrichment Specialist	5 extra days	7/1/2019	141-71100-116-025	\$1,000 Stipend
Broyles	Lisa	NES	Extra Hours	NTE 8 Hrs. per day	7/1/2019	143-73100-165-00057	
Bussell	Layne	CHS	Basketball Camp Wages		6/3/2019	141-72200-189-01601	\$254.00
			Officiating Team Camp Wages		6/11/2019	141-72210-189-01601	\$393.70
Cantrell	Sarah	Food Services	Extra Hours	NTE 8 Hrs. per day	7/1/2019	143-73100-165-00200	
Chaffin	Sheila	AMS	Add'l Intrepertering needed for student	NTE 5 Hrs. per week	7/25/2019	141-71200-189	
Chambers	Emily	CHS	Basketball Camp Wages		6/3/2019	141-72210-189-01601	\$169.33
Caner	Mary	CSES	Career Ladder		7/1/2019	141-71100-117-015	\$1,000.00
Crabtree	Billie Jo	ATMS	Enrichment Specialist	5 extra days	7/26/2019	141-71100-116-100-065	\$1000 Stipend
Craig	Jeremiah	CHS	Lighting Tech for Newsies Wages		6/3/2019	141-72210-189-01601	\$200.00
Craig	Joshua	CHS	Lighting Tech for Newsies Wages		06/03/2019	141-72210-189-01601	\$200.00

Dean	Ashley	BPS	Enrichment Specialist	5 extra days	7/1/2019	141-71100-116-057	\$1,000 Stipend
Flatt	Meredith	Central Office	Choreographer Wages		6/3/2019	141-72210-189-01601	\$2,000.00
Francis	Ashley	PSMS	Carrie's Dance Studio - Concert		6/5/2019	141-72210-189-01601	\$270.00
Greer	Martha	Technology	EIS Management - 2019-20 School Year	12 Equal payments	7/1/2019	141-72110-189	\$2,500.00
Grisson	Cindy	AMS	Enrichment Specialist	5 extra days	7/1/2019	141-71100-116-025	\$1,000 Stipend
Hale	Michelle	CES	Enrichment Specialist	5 extra days	7/1/2019	141-71100-116-035	\$1,000 Stipend
Hoffmeyer	Monica	Food Services	Extra Hours	NTE 8 Hrs. per day	7/1/2019	143-73100-165-00200	
Hughett	Brenda	Star Center	Cell Phone Stipend		7/1/2019	141-73300-199-02033 - \$10 142-73300-199-0432 - \$10	\$20 per month
Key	Lydia	Central Office	Increasing Hrs. by Federal Programs	7 Hrs.	7/26/2019	141-71100-189-301	N/A
Ledbetter	Hannah	CHS	Basketball Camp Wages		6/3/2019	141-72210-189-01601	\$254.00
Leddy	Katelyn	CHS	Make Up Asst. Newsies Wages		6/3/2019	141-72210-189-01601	\$200.00
Mahan	Susan	Food Services	Extra Hours	NTE 8 Hrs. per day	7/1/2019	143-73100-165-00200	
Maynard	Judy	PVES	Food Services	NTE 8 Hrs. per day	07/01/2019-07/31/2019	143-73100-165-00200	Current rate of pay
Metts	Lauren	CHS	SSO Booster Stipend Wages		6/11/2019	141-72210-189-01601	\$1,312.34
Myhre	Natalie	CSES	Enrichment Specialist	5 extra days	7/1/2019	141-71100-116-015	\$1,000 Stipend
Nichols	Kasey	SES	Enrichment Specialist	5 extra days	7/1/2019	141-71100-116-025	\$1,000 Stipend
Norrod	Casey	JWES	Enrichment Specialist	5 extra days	7/1/2019	141-71100-116-050	\$1,000 Stipend
Ortlepp	Teresa	Food Services	Extra Hours	NTE 8 Hrs. per day	7/1/2019	143-73100-165-00200	
Putman	Will	CHS	SSO Booster Stipend Wages		6/11/2019	141-72210-189-01601	\$1,439.34
Qualls	Jamie	CHS	Team Camp Work Wages		6/11/2019	141-72210-189-01601	\$1,270.00
			Basketball Camp Wages		6/3/2019	141-72210-189-01601	\$1,193.80
Sewell	Sara	Central Office	Additional Hours for testing	NTE 52 Hrs	07/01/2019-07/31/2019	141-71200-171-000	Current rate of pay
Shaver	Laura	PSES	Enrichment Specialist	5 extra days	7/1/2019	141-71100-116-095	\$1,000 Stipend
Simpson	Jerry	CCES	Enrichment Specialist	5 extra days	7/1/2019	141-71100-116-095	\$1,000 Stipend
Sliger	Julie	UMS	Treasurer for Cheer teams	2018-2019 School Yr.	7/1/2018	141-72210-189-01601	\$525.00
Smith	Taylor	Central Office	Student Testing	NTE 25 Hrs.	07/01/2019-07/31/2019	141-72220-124-000	Current rate of pay
Vaughn	Sarah	BPS	Enrichment Specialist	5 extra days	7/1/2019	141-71100-116-017	\$1,000 Stipend
Webb	Jennifer	Star Center	Summer Leaps Camp	NTE 8 Hrs. per day	05/28/2019 - 06/21/2019	141-73300-116-02003	\$25/Hr.
Woods	Amelie	AMS	Painted Mural in front lobby		6/24/2019	141-72210-189-01601	\$846.67
Zanardi	Hunter	AES	Enrichment Specialist	5 extra days	7/1/2019	141-71100-116-005	\$1,000 Stipend
INCREASE IN HOURS							
	FIRST						
LAST NAME	NAME	FROM POSITION	TO POSITION	HOURS	EFFECTIVE DATE	FUNDING CODE	REPLACING
Atwood	Thomas	Part-Time Bus Driver	Full Time - Bus Driver	5.00	7/15/2019	141-72710-146-000	Dan Farris
Byers	Roy	Bus Driver	Bus Driver	6.00	7/30/2019	141-72710-146-000	Extra Work Duty Daily
				10.5 Months to 11 months (220 Days)	7/1/2019	141-72410-139-037	N/A
Darley	Russell	Asst. Principal	Asst. Principal		7/30/2019	143-73100-165-00050	N/A
Drew	Natnicha	Food Services - JWES	Food Services - JWES	4 Hrs. to 4.5 Hrs.	7/26/2019	141-71100-163-057	Pam Bryant
Dyer	Rebecca	Teacher Assistant - Part Time	Teacher Assistant - Full Time	7.00	7/30/2019	143-73100-165-00025	Part of Margie Harris' Hrs.
Hancock	Amanda	Food Services - BES	Food Services - BES	3 Hrs. to 4.5 Hrs.	7/30/2019	143-73100-165-00025	Part of Margie Harris' Hrs.
Harville	Marsha	Food Services - BES	Food Services - BES	6 Hrs. to 6.5 Hrs.	7/25/2019	146-73300-189-1800	N/A
Jerome	Neal	Clerical Support - Star Center	Clerical Center - Star Center	35 Hrs. to 40 Hrs.	7/29/2019	143-73100-165-00100	Kristine Kingsley
Jones	Brenda	ATMS - Food Services	PSMS - Food Services	5.75 Hrs.	7/22/2019	141-72710-146-000	Rachel Hickey's position
Jones	Joy	Transportation	Combining SPED Secretary/Driver	10 Months to 12 Months	7/29/2019	143-73100-165-00060	Kim Fairchild's Hrs.
Kingsley	Kristine	PVES - Food Services	PVES - Food Services	5.5 Hrs. to 6.5 Hrs.	7/25/2019	141-71100-116-008	N/A
Michaud Ngido	Louise	ESL Teacher - Systemwide	ESL Teacher Systemwide	.75 to Full Time	7/30/2019	143-73100-165-00025	Part of Margie Harris' Hrs.
Reeves	Crystal	Food Services - BES	Food Services - BES	6.5 Hrs. to 7 Hrs.	07/25/2019 - 10/04/2019	141-71100-195-000	Brittany Reese - LOA
Sells	Retta	SUB	LOA - BES	7.5 Hrs.	7/26/2019	143-73100-165-00037	Rhonda Patrick
Sheagran	Amy	Food Services - PSES	Food Services - Countywide SUB	5.75 Hrs. to 6 Hrs.			
Ward	Mary	Food Services - CHS	Food Services - CHS	6 Hrs. per day 2018-2019 Yr.	7/30/2018	143-73100-165-00037	N/A
Watson	Kim	Food Services - BES	Food Services - BES	4.5 Hrs. to 5.75 Hrs.	7/22/2019	143-73100-165-00025	N/A
DECREASE IN HOURS							
	FIRST						

LAST NAME	NAME	FROM POSITION	TO POSITION	HOURS	EFFECTIVE DATE	FUNDING CODE	REPLACING
Bowen	Mary Beth	Systemwide - SPED Speech Pathologist	Systemwide - SPED Speech Pathologist	5 days to 4 days	7/25/2019	141-71200-171-000	N/A
Harris	Margie	Food Services - BES	Food Services - BES	5.75 Hrs. to 3 Hrs.	7/30/2019	143-73100-165-00025	N/A
Henry	Deborah	Food Services - CHS	Food Services - CHS	6.75 Hrs. to 6 Hrs.	7/25/2019	143-73100-165-00037	N/A
Montgomery	Alyssa	Gen Ed. Teacher Assistant - WPA	P/T Title Teacher Assistant	3.50	7/26/2019	142-71100-163-101-105	N/A
TRANSFERS							
LAST NAME	FIRST NAME	FROM POSITION	TO POSITION	HOURS	EFFECTIVE DATE	FUNDING CODE	REPLACING
Anderson	Alma	ATMS	Principal	7.50	7/1/2019	141-72410-104-065	As per salary schedule; replacing Mike Meihls
Anderson	Tina	SPED Resource Assistant - CSES	SPED CDC Assistant - PSMS	7.50	7/26/2019	142-71200-163-906	Lauri Sweeney
Bilbrey	Seanaree	Food Services Mgr. - CHS	Food Services - CCES	7.50	7/22/2019	143-73100-165-00030	Twila Duling
Bilyeu	Sarah	SPED CDC Teacher Assistant	SPED CDC Teacher	7.50	7/25/2019	141-71200-116-030	Keshia Thomas
Bowman	Michelle	SPED Teacher - CHS	Asst. Principal - CHS	7.50	7/1/2019	141-72410-139-037	Terri (Gina) Hale
Brady	Molly	SPED Assistant	SPED - Systemwide Deaf Interpreter I	7.00	7/26/2019	141-71200-189-000	Student Need
Brim	Robert	Intervention Teacher - PVES	Grade 1 - PVES	7.50	7/25/2019	141-71100-116-060	Rebecca Rezny
Burnette	Leah	Asst. Principal - AMS	Counselor - BPS	7.50	7/25/2019	141-72130-123-017	Mallory Mahan
Cantrell	Sarah	CHS - Food Services	CCES - Food Services	5.00	7/29/2019	143-73100-165-00030	Tiffany Billett
Cantrell	Susan (Renee)	Kindergarten Teacher	Assistant Principal	7.50	7/1/2019	141-72410-139-060	Summer Cantrell
Carreto	Katie	Gen Ed. Teacher - PSMS	SPED Resource Teacher - PSMS	7.50	7/25/2019	141-71200-116-100	Cami Smith
Chesson	Taylor	Librarian - CCES	Librarian - CHS	7.50	7/25/2019	141-71100-129-037	Deborah Hamby
Childers	Jessica	Grade 5-8 Math Teacher	Math Specialist - Systemwide	8.00	7/1/2019	142-72210-189-201	Tabitha Savage
Clemons	Tylr	SPED 1x1 Assistant - PSES	SPED CDC Assistant - PSMS	7.00	7/26/2019	141-71200-163-090	Kris Fields
Craig	Jeremiah	SPED CDC Assistant - CHS	SPED Ext. Resource Teacher	7.50	7/25/2019	141-71200-116-037	Michelle Bowman
Craig	Rebekah	SAC	SPED Pre-K Assistant - PVES	7.00	7/26/2019	142-71200-165-916-060	Stacia McDermott
Cuno	Sarah	SAC	SPED Resource Assistant - CHS	7.00	7/26/2019	141-71200-163-037	Sarah Morell
Damico	Emily	Grade 1 - PVES	Grade 5-8 Art Teacher	7.50	7/1/2019	141-71100-116-065	Joy Ferguson
Dunham	Melinda	SPED PreK Assistant - CCES	SPED Resource Assistant - CSES	7.00	7/26/2019	142-71200-163-906-015	Tina Anderson
Fairchild	Kimberly	PVES - Food Services	ATMS - Food Services	6.00	7/29/2019	143-73100-165-00065	Melissa Phillips
Faulhaber	Rosie	Teacher Assistant - CES	1/2 Time Grade K-4 Teacher	4.00	7/25/2019	141-71100-116-035	Stacey Wells
Fisher	Esperanza	SPED Resource Asst. - MHS	Title Teacher Assistant - AMS	7.00	7/26/2019	142-71100-163-101-008	Erin Rabadoux
Garcia	Alex	ESL Interpreter	ESL Interpreter II (Full Time)	7.50	7/1/2019	141-72210-189-000	Ana Amat
Griggs	Dana	Enrichment Specialist - Systemwide	Grade 3 Teacher - AES	7.50	7/25/2019	141-71100-116-005	Katie Fanning
Hale	Terri	Asst. Principal - CHS	17 Up Program - WPA	7.50	7/25/2019	141-71100-116-105	Linda Smith
Hare	Stephanie	PT SPED Attendant	FT SPED Attendant	5.00	7/30/2019	141-72710-189-01605	Jennifer Mayberry
Herald	Joetta	SPED CDC Teacher Assistant - CSES	SPED CDC Teacher Assistant - CCES	7.50	7/26/2019	142-71200-163-906-030	Classroom moved due to student needs
Higgins	Lacie	SPED PreK Teacher - CHS	SPED PreK Teacher - BPS	7.50	7/25/2019	142-72220-524-894-017	New grant position
Hill	Kathryn	Food Services - CCES	Food Services - CHS	5.70	7/22/2019	143-73100-165-00037	Beth Miller's Hours
Holloway	Kimberly	Loss of title position - Grade 4	Grade 1 Teacher	7.50	7/25/2019	141-71100-116-060	Loss of Title RTI position
Huddleston	Rachel	SPED CDC Teacher - CSES	SPED CDC Teacher - CCES	7.50	7/26/2019	142-71200-163-906-030	Classroom moved due to student needs
Hussong	Deborah	PT SPED Attendant	FT SPED Attendant	5.00		141-72710-189-01605	Debby Stott
Johnson	Cindy	SPED 1x1 Assistant - AMS	SPED Job Coach - Central Office	7.00	7/26/2019	142-71200-163-906	Sharon Randall
Johnson	Christina	Food Services - PSMS	Food Services - UMS	7.00	7/23/2019	143-73100-165-00110	Jeanette Dwyer's Hrs.
Johnson	Michelle	Test Proctor - Adult Education	SPED Ext. Resource Assistant	7.00	7/26/2019	141-71200-163-065	Jermaine McElvain
Jones	Nadine	German Teacher - CHS	Grade 9-12 Social Studies Teacher	7.50	7/25/2019	141-71100-116-037	Keith Brown
Key	Amy	Teacher - PSMS	Systemwide Enrichment Specialist	7.50	7/25/2019	141-71100-116-000	Dana Griggs
Lane	Gavin	Summer Temp. - Food Services	Food Services - BES	4.00	7/30/2019	143-73100-165-00025	Part of Margie Harris' Hrs.
Lane	Cassandra	Grade 2 - CSES	SPED Resource Teacher - CSES	7.50	7/1/2019	141-71200-116-015	Kathryn Shurett
Lee	Dorothy	RTI Assistant - Title	Assistant - General Education	7.00	7/22/2019	141-71100-163-030	Stephanie Wilson
Leftwich	Christi	SPED CDC Assistant - PVES	SPED PreK Assistant - BPS	7.00	7/26/2019	142-71200-163-894-017	New grant funded position
McDermott	Stacia	SPED Pre-K Assistant - PVES	SPED Pre-K Assistant - CHS	5.00	7/26/2019	142-71200-163-916-037	Kim Collins
McElvain	Jermaine	SPED Extended Resource Asst. - ATMS	SPED CDC Assistant - PSMS	7.50	7/26/2019	141-71200-163-100	Lisa Neal

McWilliams	Tyler	PE Teacher - SES	SPED Teacher: 1/2 UMS & 1/2 UHS	7.50	7/1/2019	141-71200-116-090 - 50% & 141-71200-116-090 - 50%	Ben Herron
Miller	Elizabeth	CHS - Food Services	CCES - Food Services	6.50	7/29/2019	143-73100-165-00030	Judy Hargis
Mills	Brittney	SPED CDC Teacher Assistant - CSES	SPED CDC Teacher Assistant - CCES	7.50	7/26/2019	142-71200-163-906-030	Classroom moved due to student needs
Morales	Priscilla	ESL Teacher -Leave of Absence	ESL Teacher - Full Time	7.50	7/1/2019	141-71100-116-037	Thomas Hunter
Morell	Sarah	SPED Resource Assistant - CHS	SPED Resource Teacher - CHS	7.50	7/25/2019	141-71200-116-037	Jamie Sims
Neal	Lisa	SPED CDC Assistant - PSMS	SPED CDC Assistant - PVES	7.50	7/26/2019	142-71200-163-906-060	Christi Leftwich
Patrick	Rhonda	Food Services - Countywide SUB	Food Services - BPS	6.00	7/5/2019	143-73100-165-00017	Judy Phillips
Phillips	Kellie	Grade 3 Teacher - AES	School Counselor - AES	7.50	7/1/2019	141-72130-123-005	Sherron Luhn
Phillips	Melissa	ATMS - Food Services	CHS - Food Services	7.25	7/29/2019	143-73100-165-00037	N/A
Ramsaur	Jacob	SAC	NES - Site Director	5.80	7/26/2019	146-73300-189-01800	Jane Loveday Hendrick
Reeves	Ashley	Grade 4 Teacher - CCES	Grade 4 Teacher - NES	7.50	7/1/2019	141-71100-116-057	Leigh Caldwell
Rezny	Rebecca	Grade 1 - PVES	Intervention Teacher - PVES: 5 add'l contact days, \$1,000 Stipend	7.50	7/25/2019	141-71100-116-101-060	Todd Brim
Reynolds	Mildred	NES - Food Services	ATMS - Food Services	4.00	7/29/2019	143-73100-165-00065	Adrian Wilson
Rivers	Kyle	Homebound Teacher - Student Srvc.	Teacher - WPA	7.50	7/25/2019	141-71150-116-105	N/A
Roberson	Laura	Grade 5-8 Teacher - AMS	Librarian - CCES	7.50	7/25/2019	141-72210-129-030	Taylor Bowman Chesson
Lane	Gavin	Summer Temp. - Food Services	Food Services - BES	4.00	7/30/2019	143-73100-165-00037	Part of Christie Johnson's Hrs.
Ross	Janet	Grade 4 Teacher - PVES	Grade 1 -PVES	7.50	7/25/2019	141-71100-116-060	Emily Damico
Savage	Alexandria	SPED PreK Assistant - PVES	SPED PreK Teacher - CHS	7.50	7/25/2019	141-71100-116-037	Lacie Higgins
Shurett	Kathryn	SPED Resource Teacher	ESL Teacher	7.50	7/1/2019	141-71100-116-000	New Position
Lane	Gavin	Summer Temp. - Food Services	Food Services - JWES	5.50	7/30/2019	143-73100-165-00050	Susan O'Neil
Sweeney	Laura	Teacher Assistant - PSMS	Grade 5-8 Teacher	7.50	7/25/2019	142-71200-163-906-100	Sandra Rains
Thomason	Margaret	Food Services - BPS	Food Services - UHS	3.00	7/25/2019	143-73100-165-090	N/A
Wells	Stacey	CES - Part time	CES - Full time Teacher	7.50	7/25/2019	141-71100-116-035	Laura Beaty
Wilborn	Tammy	Summer Feeding Program	ATMS - Food Services	5.50	7/29/2019	143-73100-165-00065	Brenda Jones
Wilson	Stephanie	Gen. Ed. - Teacher Assistant	Title I - Teacher Assistant	7.00	7/26/2019	142-71100-163-101-030	Dorothy Lee
Woods	Kimberly	Grade 5-8 Math Teacher	ESL Teacher	7.50	7/25/2019	141-71100-116-000	Growth position
Young	Tracy	PreK Assistant - CHS	PreK Assistant - BPS	7.00	7/25/2019	141-73400-163-02005-017	Christina (Kolath) Boswell
PROFESSIONAL							
<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>DEGREE</u>			<u>EFFECTIVE DATE</u>	<u>FUNDING CODE</u>	<u>AMOUNT</u>
TERMINATIONS							
<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>POSITION</u>		<u>HOURS</u>	<u>EFFECTIVE DATE</u>		
Hitchcock	Katy	P/T Assistant	Pd. Through SIF Funds for the 2018-19 Yr.	3.50	5/24/2019		
NON-RENEWALS							
<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>LOCATION</u>	<u>POSITION</u>	<u>HOURS</u>	<u>EFFECTIVE DATE</u>		
OTHER							
<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>LOCATION</u>	<u>POSITION</u>	<u>HOURS</u>	<u>EFFECTIVE DATE</u>	<u>FUNDING CODE</u>	<u>AMOUNT</u>
Bohon	Jessika	CHS	Teacher - Returning from LOA	7.50	7/25/2019	141-71100-116-037	N/A
Bradford	Stacy	Star Center	Food Services Accountant - Cell Phone Stipend	8.00	7/1/2019	141-73100-199	\$20/Month
Ellis	Lynette	Star Center	Food Services - Cell Phone Stipend	8.00	7/1/2019	141-73100-199	\$20/Month
Flowers	Crystal	Star Center	Food Services - Cell Phone Stipend	8.00	7/1/2019	141-73100-199	\$20/Month
Hamilton	Krista	Star Center	SAC - Cell Phone Stipend	8.00	7/1/2019	146-73300-199-01800	\$20/Month
Phillips	Conelda	BES	Teacher - Inactive status: Filed for TCRS Disability	7.50	7/1/2019	141-71100-116-025	N/A
Robinson	Rachel	WPA	Counselor 10 Months to 10.5 Months	7.50	7/1/2019	141-71100-105	N/A
Shanahan	Donna	Star Center	Food Services - Cell Phone Stipend	8.00	7/1/2019	141-73100-199	\$20/Month
Upchurch	Jessica	CHS	One Year Leave of Absence	7.50	7/1/2019	141-73400-116-02005-037	N/A

MINUTES
Putnam County Board of Education
Cookeville, Tennessee
June 27, 2019
(July Board Meeting)

The Putnam County Board of Education met in the office of the Putnam County Education Building - Cookeville, Tennessee on Thursday, June 27, 2019. Ms. **GAMMON** convened the meeting at 5:00 PM.

PRESENT5	ABSENT1
Celeste Gammon, Vice-Chair	Dr. Dawn Fry, Chair
Kim Cravens	
Jerry Maynard	
David McCormick	
Lynn McHenry	

Ms. **GAMMON** stated the Board would address Agenda Item II., Approval of the Agenda noting the following requested additions to the agenda:

- *From Dr. Sharon Anderson, 9-12 Instructional Supervisor*
As Consent Agenda Item V.A.6., Approval of payment to ACT, Inc. for the TN Spring 2019 State Testing ACT Assessment (No Writing) in the amount of \$30,210.00 for 795 students to be paid from 141-72210-599-2103, as submitted.

- *From Jill Ramsey, PreK-4 Instructional Supervisor*
As Consent Agenda Item V.A.7., Approval to purchase Office Depot Educational K-12 Print Services to print open resource materials for PreK-12 English/Language Arts curriculum and student instructional materials from Amplify (Cooperative Purchasing Agreement: National IPA Region 4 Contract #R171404) in the amount of \$172,808.56 to be paid from 141-71100-449-02117, Textbooks, as submitted.

- *From Jerry Boyd, Director of Schools*
As Consent Agenda Item V.F.13., Approval of the Putnam County School System's 2019-2020 Organizational Chart, as submitted.

ACTION: (II.) Ms. **CRAVENS** made a motion to amend the agenda to approve the following requested additions to the agenda as Consent Agenda Items V.A.6., VA.7. and V.F.13., as stated. Mr. **McCORMICK** seconded the motion. Dr. Fry was absent. Motion carried.

ACTION: (II.) Mr. **McCORMICK** made a motion to approve the agenda, as amended with the addition of Consent Agenda Item V.A.6., V.A.7. and V.F.13., as stated. Mr. **McHENRY** seconded the motion. Dr. Fry was absent. Motion carried.

Ms. **GAMMON** stated the Board would address Agenda Item III., Announcements, and recognized Jerry Boyd, Director of Schools.

Mr. **Boyd** made the following Announcements:

- Recognized, congratulated and presented the *I Make A Difference Award* to both Jake Garrett and Mathias Trentle for their instrumental part in the Northeast Elementary School SEED Day (Social Emotional Education Day) activities investing their time and energy to be positive role models for the Northeast Elementary students.

Ms. **GAMMON** recognized Dr. Dale Lynch, Executive Director of the Tennessee Organization of School Superintendents, with a presentation.

Dr. **Lynch** stated it was his honor to recognize and present the 2020 Upper Cumberland Superintendent of the Year Award to Jerry Boyd as from the Tennessee Organization of School Superintendents and as a finalist for the Tennessee Superintendent of the Year Award.

Mr. **Boyd** noted the following Director's Reports:

- General Purpose School Cash Flow Analysis
- Personnel Report
- 2019-2020 Board Meeting Dates/Agenda Deadlines and Board Work Sessions

Ms. **GAMMON** stated the Board would address Agenda Item IV., Approval of the Minutes of the Regular June Board meeting - Thursday, June 6, 2019 @ 5:00 PM.

ACTION: (IV.A.) Mr. **McHENRY** made a motion to approve the Minutes of the Regular June Board Meeting – Thursday, June 6, 2019, @ 5:00 PM, as submitted. Ms. **CRAVENS** seconded the motion. Dr. Fry was absent. Motion carried.

Ms. **GAMMON** stated the Board would address approval of the Consent Agenda with the additions of V.A.6., V.A.7. and V.F.13., and asked if the Board had any items they would like removed for discussion.

ACTION: (V.A.1. – V.F.13.) Mr. **McHENRY** made a motion to approve the following Consent Agenda with the additions of V.A.6., V.A.7. and V.F.13. and as recommended by Jerry Boyd, Director of Schools:

V. Approval of the Consent Agenda

A. Payments/Purchases

1. Approval of payment to International Baccalaureate Organization – New York, N.Y. for the 2019 - 2020 Annual School fees for Cookeville High School in the amount of \$11,650.00 to be paid from 141-72210-599-2103, as submitted.
2. Approval of the payment to Learn Zillion for digital ELA materials grades 5 – 12 in the amount of \$35,060 to be paid from 141-71100-449-0217, Textbooks, as submitted.
3. Approval of the payment to International Baccalaureate Organization for the 2019 – 2020 MYP Annual School Fees for Avery Trace Middle School in the amount of \$10,050.00 from 141-72210-599-2103, as submitted.
4. Approval of the purchase of newly adopted Social Studies, business and Foreign Languages textbooks (Learn Zillion and CKLA annual replacements as needed from previous adoption) in the amount of \$1.2 million to be paid from 141-71100-449-02117.
5. Approval to purchase one-year subscription of Family Zone content filtering/network appliance security subscription through June 30, 2020 from Personal Computer Systems, Inc. (per TIPS Contract #180306 – Technology Solutions Products and Services) in the amount of \$14,001.00 to be paid from 141-71100-722-01607, as submitted.
6. Approval of payment to ACT, Inc. for the TN Spring 2019 State Testing ACT Assessment (No Writing) in the amount of \$30,210.00 for 795 students to be paid from 141-72210-599-2103, as submitted.

7. Approval to purchase Office Depot Educational K-12 Print Services to print open resource materials for PreK-12 English/Language Arts curriculum and student instructional materials from Amplify (Cooperative Purchasing Agreement: National IPA Region 4 Contract #R171404) in the amount of \$172,808.56 to be paid from 141-71100-449-02117, Textbooks, as submitted.

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

C. Budget Amendments/Line Item Transfers

1. Federal Projects Budget Amendments – Fund 142

- a. Finance – To reallocate Read to Be Ready Summer Grant to better support the program
- b. Finance – To reallocate Student Support & Academic Enrichment Grant to account for additional expenditures
- c. Finance – To budget for additional funds received from the MSP grant
- d. Finance – To budget for additional funds received from Carl Perkins Reserve Grant
- e. Finance – To reallocate Principal Pipeline budget to account for expenditures for non-certified substitutes
- f. Federal Programs – Blended Funds to match the State Department on ePlan
- g. Federal Programs – Neglected (1211) to match the State Department on ePlan
- h. Federal Programs – Title IV (401) to match the State Department on ePlan

2. Federal Projects Line Item Transfers – Fund 142

- a. Federal Programs – Title I (101) to match the State Department on ePlan

- b. Federal Programs – Consolidated Administration (011) to cover salaries for the remainder of the 2018-2019 school year
 - 3. General Purpose Schools Budget Amendment – Fund 141
 - a. Finance – To budget for additional textbook expenditures from Fund Balance
- D. Approval of Out-of-County and Overnight Trip Report (None Submitted)**
- E. Approval of the Grant Report, as submitted.**
- F. Other**
 - 1. Approval to enter into the second year of a three-year lease with Apple Inc. for nine-hundred (900) MacBook computers with an annual payment of \$370,709.20 to be paid from 141-71100-722-01607, Regular Instruction Equipment.
 - 2. Approval of Safe Schools Annual Training Subscription, as submitted.
 - 3. Approval of a \$20 monthly stipend for Special Education cell phone usage for the 2019-2020 school year per Policy 3.3001, Use of Cellular Phones, to be paid from 141-72220-199 for the following Special Education employees: Sheri Roberson, Terri Melton, Tonia Wheeler, Laura Rich, Renee Gilles, Jessica Johns, Sheree Bernard, Tammy Julian, Shelia Barker and Michael Todd Clinton.
 - 4. Approval of the Athletic and Activity Supplement amounts and guidelines for the 2019-2020 school year, as submitted
 - 5. Approval of the Classification Chart and Pay-scale for both Hourly and Professional Non-certified Employees for the 2019-2020 school year, as submitted.
 - 6. Approval of certified pay scales, pending budget approval, for the following: Deputy Director of Schools, Supervisor, Principal, Assistant Principal, System-Wide Coordinator, System-Wide Specialist and Teacher.

7. Approval of the renewal of the agreement between Putnam County Board of Education and Stellar Therapy Services, LLC – Chattanooga, Tennessee for the 2019-2020 school year to seek and obtain reimbursement from TennCare Managed Care contractors for related services provided by Putnam County Schools, as submitted.
8. Approval of the \$20 monthly cellphone stipends for the following Food Service employees for the 2019-2020 school year to be paid from 141 E 73100-199-000-00000: Lynette Ellis, Stacy Bradford, Crystal Flowers and Donna Shanahan.
9. Approval of the renewal of the agreement between Putnam County Board of Education and the Enome, Inc. (GOALBOOK) – San Mateo, CA for Goalbook Toolkit Special Education Partial Department Membership for the 2019-2020 school year in the amount of \$35,700 to be paid from 141-72220-524, as submitted.
10. Approval to enter into a contract with NWEA for the MAP growth assessment for the 2019 - 2020 school year in the amount of \$97,650 to be paid from 141-72210-599-02103 being purchased from the State of Tennessee approved vendor list.
11. Approval to increase the rates for the School Age Care and Employee Child Care programs for the 2019-2020 school year, as submitted.
12. Approval to enter into a one (1) year contract for year three (3) of the district-wide Early Literacy Implementation Support Professional Services for the 2019-2020 school year with TNTP, Inc. – New York, New York in the amount of \$26,000 to be paid from Federal Funds – Title V, 142-72210-399-501, as submitted
13. Approval of the Putnam County School System's 2019-2020 Organizational Chart, as submitted.

Mr. **McCORMICK** seconded the motion. Dr. Fry was absent. Motion carried.

Ms. **GAMMON** stated the Board would address Agenda Item VI.A., Discuss interviews of architectural firms, and asked each Board Member to declare their top three choices of architectural firms to design a new elementary school (K-4 or K-8) on a 45-acre tract of property they had purchased on Lee Seminary Road.

The Board declared their choice for the following top three (3) architectural firms to be interviewed:

- Lynn McHenry
Binkley Garcia Architects, Lewis Group Architects, and Upland Design Group
- Kim Cravens
Binkley Garcia Architects, Goodwyn Mills Cawood (GMC), and Upland Design Group
- Celeste Gammon
Hart Freeland Roberts, Inc., McCarty Holsaple McCarty Architects & Interior Designs, Upland Design Group
- David McCormick
Hart Freeland Roberts, Inc., Lewis Group Architects, and Upland Design Group
- Jerry Maynard
COPE Architecture, Hart Freeland Roberts, Inc., Upland Design Group

ACTION: (VI.A.) Ms. **CRAVENS** made a motion to extend an invitation to the following top four firms to make a presentation at the Board's Special Called Board Meeting on Tuesday, July 16, 2019, @ 5:00 PM with a timeframe of 30 minutes for each firm - 10 minutes for presentation and 20 minutes for Board questions:

- Binkley Garcia Architects – Nashville, Tennessee
- Hart Freeland Roberts, Inc. – Brentwood, Tennessee
- Lewis Group Architects – Knoxville, Tennessee
- Upland Design Group – Crossville, Tennessee

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

Ms. **GAMMON** stated the Board would address Agenda Item VI.B., Three-Year Calendar Committee, and read the following committee nominations:

District Nominations (3): Recommended by Director of Schools

- Two (2) representatives from Teaching & Learning
 - Judy Schinbeckler & Melanie Bussell
- One (1) representative from Operations & Support
 - Chris Pierce

School (5): Recommended by PCSS Collaborative Conferencing Team

- Two (2) representatives from teacher members
 - Laura Young (Middle) & Lesley Worsham (Elementary)
- One (1) Principal
 - Melissa Palk (Elementary)
- One (1) School Level Support Staff Member
 - Jo Mussard (Middle)
- One (1) additional classroom teacher
 - Lindsey Spain (Elementary Teacher of the Year Finalist)

Community (8)

- Six (6) recommended by Board Members; one per member
 - Lynn McHenry recommended - Lesley Herron
 - Dawn Fry recommended - Emily Shipley
 - Kim Cravens recommended - Dr. Carrie Loghry
 - Jerry Maynard recommended - Barry Daniels
 - Celeste Gammon recommended - Stephanie Koehler-Martin
 - David McCormick recommended – Kim Montgomery
- One (1) TTU Representatives recommended by Dr. Phillip Oldham – Dr. Leslie Crickenberger, Associate VP for Human Resources
- One (1) Business/Industry recommended by Cookeville/Putnam County Chamber of Commerce Executive Committee – Kaitlin Salyer

ACTION: (VI.B.) Mr. **McCORMICK** made a motion to approve the individuals nominated to serve on the Three-Year Calendar Committee (2020-2021; 2021-2022; 2022-2023). Mr. **McHENRY** seconded the motion.

Ms. **CRAVENS** requested an invitation be extended to each high school for perhaps a student council member to participate on the committee.

Mr. **Boyd** stated the following regarding the Calendar Committee:

- Assigned Committee Co-Chairs - Judy Schinbeckler and Chris Pierce
- Co-Chairs would be informed how the student participation would occur.
- Three-Year Calendar Committee recommendation to be presented for approval at the Regular September Board Meeting.

Mr. **McHENRY** seconded the motion. Dr. Fry was absent. Motion carried.

Ms. **GAMMON** stated the Board would address Agenda Item VI.C., FY19 Budgets.

ACTION: (VI.C.1.- 4.) Ms. **CRAVENS** made a motion to approve the following FY19 Budgets, as submitted:

- Fund 141 General Purpose School Budget Draft #3
- Fund 142 Federal Projects Budget
- Fund 143 Food Service Budget
- Fund 146 Extended School Program Budget

Mr. **McCORMICK** seconded the motion.

Mr. **Boyd** stated the only change to the Fund 141 General Purpose School Budget Draft #3 was an increase of revenue from the penny rate.

ACTION: (VIC.1. – 4.) After Board discussion, the vote was taken. Dr. Fry was absent. Motion carried.

Ms. **GAMMON** stated the Board would address Agenda Item VII, Adjournment.

ACTION: (VII.) Mr. **McCORMICK** made a motion to adjourn. Ms. **CRAVENS** seconded the motion. Motion carried.

The Board adjourned at 5:20 PM.

08-01-19
Date


Dawn Fry
Chair


Jerry Boyd
Director of Schools

The Board voted as follows for their selected top two (2) architectural firms:

- Lynn McHenry
1st - Upland Design Group and 2nd - Binkley Garcia Architects
- Kim Cravens
1st - Upland Design Group and 2nd - Binkley Garcia Architects
- Dawn Fry
1st - Upland Design Group and 2nd - Binkley Garcia Architects
- Celeste Gammon
1st - Upland Design Group and 2nd - Lewis Group Architects and
- David McCormick
1st - Upland Design Group and 2nd - Lewis Group Architects
- Jerry Maynard
1st - Hart Freeland Roberts, Inc. and 2nd - Lewis Group Architects

ACTION: (I.) Ms. GAMMON made a motion to have the Board vote for the two (2) firms (Binkley Garcia Architects and Lewis Group Architects) who tied for second place. Ms. **CRAVENS** seconded the motion. Motion carried.

- Jerry Maynard – Lewis Group Architects
- David McCormick – Lewis Group Architects
- Celeste Gammon – Lewis Group Architects
- Dawn Fry – Binkley Garcia Architects
- Kim Cravens – Binkley Garcia Architects
- Lynn McHenry – Binkley Garcia Architects

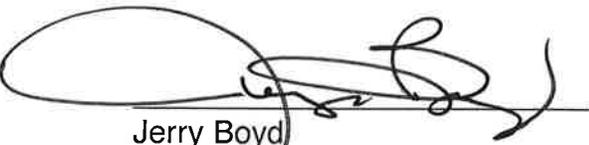
ACTION: (I) Mr. McHENRY made a motion to enter into contract negotiations with Upland Design Group – Crossville, Tennessee. Ms. **CRAVENS** seconded the motion. Motion carried.

ACTION: Ms. CRAVENS made a motion to adjourn. Ms. **GAMMON** seconded the motion. Motion carried.

The Board adjourned at 7:25 PM.

08-01-19
Date


Dawn Fry
Chair


Jerry Boyd
Director of Schools



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

Date _____ 8/1/18
Department Finance
Person Submitting Mark McReynolds
Account Number (if appropriate)

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of a payment to Frontline Technologies Group, LLC for AESOP (Absence & Substitute Management System) and MLP (Professional Learning Management System) for services from July 1, 2019 to June 30, 2020 from the 1 Governmental Purchasing Alliance (contract 19-04PV-14) in the amount of \$36,589.50 to be paid from:

AESOP:	141 E 72210 399 000 02103 000	\$ 15,025.36
	141 E 72220 399 000 00000 000	\$ 2,564.79
	141 E 72230 399 000 00000 000	\$ 732.95
	Total	\$ 18,323.10

MLP:	141 E 72210 399 000 02103 000	\$ 700.00
	141 E 72210 399 000 02117 000	\$ 3,766.40
	141 E 72220 399 000 00000 000	\$ 2,000.00
	142 E 71300 399 801 00000 000	\$ 600.00
	142 E 72210 399 201 00000 000	\$ 11,200.00
	Total	\$ 18,266.40

received
07-09-19
84



INVOICE

Acct #: 12430
#INVUS102435

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

Start Date: 7/1/2019

Due Date: 7/31/2019

PAYMENT INFORMATION

Please send checks to:

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

To make payment via ACH/EFT:

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

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

Please send remittance advice to Billing@FrontlineEd.com.

Qty	Description	Start	End	End User	Rate	Amount
1	Professional Learning Management, unlimited usage for internal employees	7/1/2019	6/30/2020	12430 Putnam County Schools	\$18,861.40	\$18,861.40
1	Absence & Substitute Management, unlimited usage for internal employees	7/1/2019	6/30/2020	12430 Putnam County Schools	\$18,323.10	\$18,323.10

Please note: Our billing is contract based, so you will need to check with your buyers/approvers for your organization's internal PO information. While we may note a provided PO# as a courtesy, PO tracking is an internal customer process. Timely payment is important to maintain a continuous subscription status and allow for delivery of professional services.

SUBTOTAL \$37,184.50

AMOUNT PAID \$595.00

TOTAL DUE \$36,589.50
by 7/31/2019

EXHIBIT
V.A.2.
08-01-19
tabbles



PCSS Board Agenda Request

Date: August 1, 2019

Department Federal Programs

Person Submitting Bridgett Carwile

Account Number (if appropriate) 142

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of :

- Payment to **Houghton Mifflin Harcourt** of Chicago, IL (per member cooperative ESC-19) for professional development services in the amount of \$15,680.00 and \$91,256.80 to be paid from 142-72210-399-171.

[Handwritten signature]
received
7-12-2019



**Board Agenda Request
For August 2019 Meeting**

Date: July 22, 2019

Department: CTE

Person Submitting: Jeffrey Slagle



Account Number (if appropriate)

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Please consider the approval to purchase a Fanuc Robot with Controller Enclosed Education Trainer Cart from Tennessee College of Applied Technology (TCAT), Livingston, TN to be used in the new Robotics class at Cookeville High School in the amount of \$35,000.00 paid from Perkins Reserve Consolidated Fund 142-71300-730-852.

A large, stylized handwritten signature in black ink.

Received
07-22-19
[Signature]

Budgetary Quote

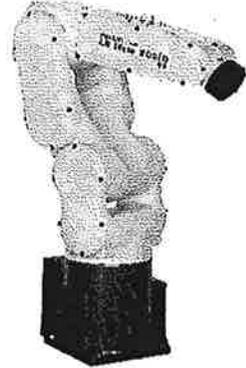
TO: TCAT Livingston- Cookeville HS
 FROM: Technical Training Aids
 SUBJECT: Robotic Industry Certification
 DATE: 07/18/2019

FANUC

Item	Reference	Description	Qty	Price	Total
Fanuc LR Mate 200ID/4S Education Training CERT Package					
1	1.1.1	LR Mate 200ID/4S Robot with R-30iB+ Mate Controller	1	\$ 35,000	\$ 35,000.00

Includes:

- Six Axis Mechanical Robot
- R-30iB Mate Plus Controller
 - *LR HandlingTool Software – Advanced CERT Configuration*
- MH IPendant with Touch Screen - R-30iB Mate Plus
 - *120V Transformer*
- Mechanical Gripper & LR Mate Gripper Accessory Kit

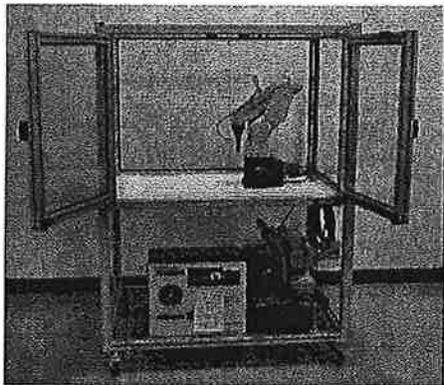


1.1.2 Enclosed Education Training Cart

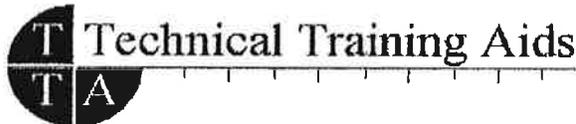
- Six Axis Mechanical Robot
- Mobile Training Safety Enclosure (fits through a standard 36" doorway)
- Double Side Door with 2 interlock switches
- Education Tooling Package
- 120V Transformer
- 4.6 Gal. Ultra Quiet Air Compressor

(1) Set of the following Manuals

- FANUC Robot Operations
- FANUC HandlingTool Operation & Programming
- FANUC HandlingPRO (ROBOGUIDE Simulation)



Educational Package Total **\$ 35,000.00**



Notes:

1. Prices shown include all shipping expenses.
2. Normal delivery for CERT Cart ranges between 10 to 12 weeks from receipt of purchase order
3. **ROBOT CART IS INCLUDED.** See new design above

Technical Training Aids
 P.O. Box 17537, Covington, KY 41017
 Birmingham home office: 800-851-3987
 Andrew Rittmeyer - Phone: (859) 757-1455 / andrew@ttaweb.com

Tennessee College of Applied Technology Livingston

JUSTIFICATION FOR NON-COMPETITIVE PURCHASES AND CONTRACTS

(1) Description of service to be acquired:

1- LR Mate 200ID/4S Robot with R-30IB+ Mate Controller with Enclosed Education Training Cart, and 1 set of Manuals.

8- Introductory Robotics Packages (K-12 Only) which includes Material Handling Teach Pendant, 1.5M Cable Conversion Kit, Instructor eLearn seat, HandlingTool Operation & Programming manual, HandlingPRO manual, 6 Roboguide Academic Licenses (10 yr license) RTL-1CERT-EDU2, and Cert Cart Simulation Model (SHAPES).

4- Fanuc Handling Tool Operation & Programming Manual

4- Fanuc HandlingPRO Manual

1- Fanuc Instructor Certification (32 hr course at Fanuc)

(2) Explanation of the need for or requirement placed on the procuring institution to acquire the service:

To be able to teach students the latest technology in the field of Robotics to fulfill Industry's needs.

(3) Name and address of the proposed contractor's principal owner(s):

Technical Training Aids P.O. Box 17537, Covington, KY. 41017

(4) Evidence that the proposed contractor has experience in providing the same or similar service and evidence of the length of time the contractor has provided the same or similar service:

Founded in 1982 Fanuc America Corporation is the leading supplier of Robotics for Industry today.

(5) Explanation of whether the service was ever bought by the procuring institution in the past, and if so, what method was used to acquire it and who was the contractor:

Yes, the institution purchased Fanuc with LEAP funds from Technical Training Aids.

(6) Description of procuring institution's efforts to used existing institutional employees and resources or, in the alternative, to identify reasonable, competitive, procurement alternatives (rather than to use non-competitive negotiation):

Through the research of different models of robots, Fanuc is the only robotic producer that The State of Tennessee recognizes for their Robotics Industry Certifications at this time.

(7) Justification of why the state institution should acquire the service through non-competitive negotiation (list the applicable factor(s) from Section XIV(B) of TBR Policy No. 4:02:10:00):

Application factors from section XIV of TBR Policy No. 4:02:10:00 includes:

- B.3.a "The vendor possesses exclusive and/or predominant capabilities or the items contain a patented feature providing superior utility not obtainable from similar products."
- B.3.b "The product or service is unique and easily established as one of a kind."



(Signature of person completing form)

7-17-19
Date

(TBR 10/05)



FANUC America Corporation.
3900 West Hamlin Road
Rochester Hills, Michigan 48309-3253
www.fanucamerica.com

July 22, 2019

James Cantrell
Cookeville High School
James.cantrell@TCATLivingston.edu

RE: FANUC America Certified Education Robot Training Program and Products

Dear James,

This letter is to confirm that the FANUC America Corporation (hereinafter FANUC) Certified Education Training Programs (CERT) and Products (including the LR Mate 200iD series robots with educational software package) is an exclusive offer for Cookeville High School.

The CERT training platform and instructor certification training provides students and instructors with curriculum and instructional guides. The FANUC CERT program and educational products can only be purchased from Technical Training Aids (hereinafter TTA) and is only offered to educational institutions. The sale price offered to your school is significantly discounted from the price that would be offered to a commercial or industrial customer and shows TTA's and FANUC's commitment to supporting technical education. FANUC offers U.S. based manufacturing that includes robots, CNC, simulation software and product development. The FANUC CERT program and educational products are being provided by TTA, the exclusive FANUC Education Authorized Reseller for the state of Tennessee. We are pleased to be working in collaboration with TTA on this opportunity for Cookeville High School.

Respectfully,

FANUC America Corporation

Paul Aiello
Executive Director – Certified Education
paul.aiello@fanucamerica.com

Wendy Hall
District Manager – Certified Education
wendy.hall@fanucamerica.com





July 18, 2019

Dr. Myra West,

The Industrial Maintenance Program at the Tennessee College of Applied Technology – Livingston has asked me to evaluate the equipment that they are intending to purchase for the Robotics Class at Cookeville High School. James Cantrell has provided me a list of equipment from Fanuc so that I could give an opinion on how it addresses teaching the competencies that I require my technicians to have.

After reviewing the list, I feel that the equipment they would purchase from Fanuc is directly in line with the types of skills that we use here every day.

I support the purchase of this equipment and feel it will have a positive impact on preparing students to work in the field of Industrial Maintenance or Robotics.

Regards,

Chuck Moore

Maintenance Manager

Ficosa North America

2991 Highland Park Blvd.

Cookeville, Tennessee 38506

Tel: 931-787-7928

cmoore@ficosa.com

www.ficosa.com



PO Box 2649 • 101 Mill Drive
Cookeville, TN 38502-2649
Ph 931-528-5417 • Fx 931-526-3901
www.atcautomation.com

July 19, 2019

Dr. Myra West
740 Hi Tech Drive
Livingston, Tn. 38570

Dear Dr. West:

Please allow me to introduce myself, I am John Boswell with ATC Automation in Cookeville. The Industrial Maintenance Program at the Tennessee College of Applied Technology – Livingston has asked me to evaluate the equipment that they are intending to purchase for the Robotics Program at Cookeville High School. James Cantrell has described a Fanuc Robotics Training Cell so that I could give an opinion on how it addresses teaching the competencies that I require my technicians to have.

After review, I feel the Fanuc Robotics Training Cell is directly in line with the types of skills that we require at ATC. The skills that can be gained using this equipment will help students become successful contributors to ATC, as well as other companies in the Upper Cumberland.

I support the purchase of the suggested equipment and feel it will have a positive impact on preparing students for a successful career.

Best Regards,

A handwritten signature in black ink that reads 'John Boswell'. The signature is written in a cursive style with a large, prominent 'J' and 'B'.

John Boswell



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

Date _____ 8/1/18
Department Finance
Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

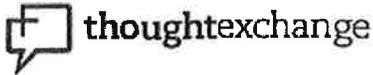
Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of a payment to Fulcrum Management Solutions, Inc. for Thoughtexchange Team Room in the amount of \$24,000 for the 2019-20 school year to be paid from 141-72310-599 (General Purpose School), Other Charges.


received
07-22-19
Dr



INVOICE

Invoice #: INV1228
Invoice Date: 07/09/2019
Due Date: 07/09/2019

Fulcrum Management Solutions Inc.
Suite 404, 9116 Sprague Ave
Spokane Valley
WA 99206

Bill To:
Putnam County School System
1400 East Spring Street
Cookeville, TN 38506
United States

Reference #: Terms: Now

Item	Description	Unit	Quantity	Unit Price	Amount
Renewal Team TE Room	Thoughtexchange Team Room	Each	1	\$24,000.00	\$24,000.00
SUBTOTAL					\$24,000.00
TAX					\$0.00
TOTAL					\$24,000.00

Thoughtexchange Services (July 1, 2019 to June 30, 2020) as per agreement, to be automatically renewed. Thank you for your business.

Remit cheques to:-
Fulcrum Management Solution Inc.
C/O PO BOX 2260, ROSSLAND, BC, V0G 1Y0, CANADA

Details for making payment via EFT or wire transfer:
Bank Name: Wells Fargo Bank, N.A.
Bank Address: 420 Montgomery, San Francisco, CA 94104
Account Name: Fulcrum Management Solutions Inc.
Account #: 4129385415
Swift Code: WFBIUS6S
ABA #: 121000248

received
07-09-19



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

Date _____ 8/1/19
Department Finance
Person Submitting Mark McReynolds

Account Number (if appropriate)

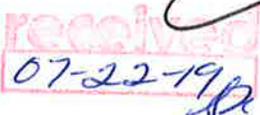
Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of payment to Skyward – Stevens Point, WI for Accounting and HR Software Annual License fee from July 1st, 2019 to June 30th, 2020 in the amount of \$62,996.00 to be paid from 141-72510-399, Other Contracted Services (General Purpose School Fund).



07-22-19
A



PUTNAM COUNTY SCHOOLS
 ATTN: ACCOUNTS PAYABLE
 1400 EAST SPRING STREET
 COOKEVILLE, TN 38506-4313

Invoice Detail

Invoice #	0000196742
Invoice Date	07/01/2019
Due Date	07/01/2019
Invoice Total	62,996.00

* Invoice was emailed.

<u>Qty.</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Extension</u>
1.00	FINANCIAL MANAGEMENT ANNUAL LICENSE FEE	20,319.0000	20,319.00
1.00	PAYROLL ANNUAL LICENSE FEE	10,865.0000	10,865.00
1.00	TRUE TIME ANNUAL LICENSE FEE	9,733.0000	9,733.00
1.00	EMPLOYEE ACCESS ANNUAL LICENSE FEE	7,298.0000	7,298.00
1.00	EMPLOYEE MANAGEMENT ANNUAL LICENSE FEE	5,779.0000	5,779.00
1.00	SUBSTITUTE TRACKING ANNUAL LICENSE FEE	5,353.0000	5,353.00
1.00	FAST TRACK ANNUAL LICENSE FEE	3,649.0000	3,649.00

Annual License Fees: 07/01/2019 - 06/30/2020

Total Extension **62,996.00**

REMIT TO:

SKYWARD ACCOUNTING DEPT
 2601 SKYWARD DRIVE
 STEVENS POINT, WI 54482

Invoice #	0000196742
Invoice Date	07/01/2019
Payor	PUTNAM COUNTY SCHOOLS
Due Date	07/01/2019 (PUTNA*TN000)

Invoice Amount: 62,996.00
Remit Amount:



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

Date _____ 8/01/19
Department Finance
Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of payment to Tennessee Tech University – Cookeville, Tennessee for State of Tennessee reimbursement for Pre-K between April 1, 2019 and June 30, 2019 in the amount of \$20,562.29 to be paid from 141-73400-399-01604, Other Contracted Service.

received
07-22-19
ML

**TENNESSEE TECH UNIVERSITY
INVOICE**

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

Invoice No. 11172
Invoice Date: 7/12/2019
Payment Terms: net 30 days

FOR: Tennessee Tech University Pilot Funded Pre-K 18-19
TTU reference number: 534432 / 230970 / 1819G0002

	DESCRIPTION	AMOUNT DUE
04/01/19 Thru 06/30/19	See attached financial Report	\$20,562.29
	Gail Ligon Senior Grant Accountant 931-372-3312 <i>Gail Ligon 7-12-19</i>	
	TOTAL AMOUNT DUE	\$20,562.29

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

EXHIBIT
I.A.7
08-21-19
tabbles



PCSS Board Agenda Request

Date: August 1, 2019

Department Federal Programs

Person Submitting Bridgett Carwile *BC*

Account Number (if appropriate) 142

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of :

- Title III (-311) Immigrant Grant Budget
- Title IX McKinney-Vento Homeless Grant Budget
- Adaptive Learning Technology Grant Budget
- Payment to **Houghton Mifflin Harcourt** of Chicago, IL (per member cooperative ESC-19) for professional development services in the amount of \$15,680.00 and \$91,256.80 to be paid from 142-72210-399-171.
- Payment to **Lexia Learning Systems LLC** of Concord, MA (per contract 180302) for professional development services in the amount of \$51,408.00 to be paid from 142-72210-524-172 and \$46,445.00 to be paid from 142-71100-471-172.

Previously submitted

I.A.7

received
07-22-19

PUTNAM COUNTY SCHOOL SYSTEM
BOARD AGENDA REQUEST



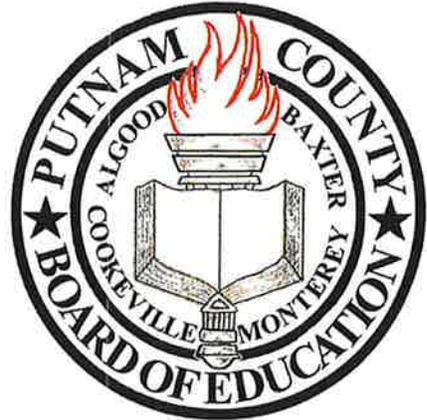
Date: July 23, 2019

Department: Technology

Person Submitting: Johnny Sloan

Account Number (if appropriate) note below

[Empty rectangular box for account number]



Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Request approval of payment to FileWave (USA), Inc. --Indianapolis, IN for FileWave license annual renewal from 9/1/2019 to 8/31/2020 in the amount of \$39,804.00 to be paid from 141-72250-399 and 141-71100-722-01607, as submitted.

NOTES:

[Empty rectangular box for notes]

[Handwritten signature]

received
07-24-19



FileWave (USA), Inc.
 7320 E 86th Street Suite 100
 Indianapolis, IN 46256
 317-863-6282
 317-755-0944 (fax)
 Federal Tax ID: 68-0435953

Price Quote #: 6059
Account Manager: Stephen Mirante
Expiration Date: 2019-08-31

Putnam County School System
 Johnny Sloan
 3860 Phifer Mtn. Road
 Cookeville, TN 38506

Description	Unit	No. of Licenses	Support Months	List Price	Quoted Price	Total \$
US Education Client Support	Support	4,500	12	\$7.92	\$7.92	\$35,640.00
US Education MDM Support	Support	700	12	\$6.00	\$4.92	\$3,444.00
					List Price Subtotal:	\$39,840.00
					Total Discount:	\$756.00
					Total:	\$39,084.00

Notes

This quote is for the 12 month renewal of your FileWave support agreement #01-1337 which is paid through 8/31/2019. If you do not wish to renew, please notify us of your cancellation in writing before 7/1/2019.

Total number of supported FileWave Client Licenses: 4500
 Total number of supported FileWave MDM Licenses: 700

Support Period: 9/1/2019 to 8/31/2020

Please note: FileWave USA, Inc. will neither accept cancellations after this date nor cancellations made by a non-authorized person.

Please fax your PO to us at 317-755-0944, or email us at usadmin@filewave.com

Expansion During Initial Year

The customer may expand the FileWave system through the purchase of additional items. The purchase price will be the same as the initial cost per item.

Support Agreement

Support is mandatory for all customers and is provided for an annual fee. The initial support period covers 12 months for the Annual Edition and 24 or more months for the Multi Year Edition. The support agreement will be renewed and invoiced automatically each year unless one of either parties cancels the agreement at least sixty (60) days prior to the expiration date. FileWave's support program includes updates and support via phone, email, and access to FileWave Alliance. Upgrades include full future versions of FileWave but will exclude additional components and/or separate products. It is at FileWave's discretion to charge fees for upgrades.

Payment Terms

All invoices are due 30 days upon receipt of the invoice.

Please note that we cannot distribute software and licenses to you without a signed support agreement. Thank you for your cooperation regarding this matter.



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

Date _____ 8/1/19
Department Finance
Person Submitting Mark McReynolds
Account Number (if appropriate)

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of a payment to PowerSchool Group, LLC for services from July 15, 2019 to July 14, 2020 in the amount of \$59,088.64 to be paid from 141 E 72110 399 000 00000 000, Other Contracted Services (General Purpose School Fund)

[Handwritten signature]
received
07-25-19
[Handwritten initials]



Invoice

Date 07/01/2019
 Invoice# **INV184161**
 Terms Net 30
 Due Date 07/31/2019
 EIN# 47-4429364
 Customer ID 10003968

Bill To

Lanny Knight
 Putnam County School District
 1400 East Spring Street
 Cookeville Tennessee 38506
 United States

Ship To

Lanny Knight
 Putnam County School District
 1400 East Spring Street
 Cookeville Tennessee 38506
 United States

PO#	Quote# Q-183337	Sales/Renewal Rep Katherine Brown
------------	---------------------------	---

Product Description	Qty	Unit	Tax	Unit Price	Extended Price
MS-PS-S-PSMSR: PowerSchool SIS Maintenance & Support Invoice Period: 07/15/2019 - 07/14/2020	11,024	Students	0%	5.36	\$59,088.64

Subtotal	Tax Total	Total (USD)
\$59,088.64	\$0.00	\$59,088.64
		Amt. Due (USD)
		\$59,088.64

To pay by credit card, please click on this link:

https://app.suitesync.io/payments/acct_1DjqQtAVmQmJDIDk/custinvc/4110744?email=false

Thank you for your business

Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-840	Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538	Remit by Wire or ACH: Wells Fargo Bank, NA Account Name: PowerSchool Group LLC ABA Routing No: 121000248 Account No: 4633847017 SWIFT: WFBUS6S (Include invoice number in transmission)	Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-288-1588 (Fax)
--	---	---	--

This is your annual support/subscription/hosting renewal. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation 30 days before the start of your new term, your support/subscription/hosting will automatically renew.

Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.

Department: Finance

DATE: _____



Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
Revenue						
1	141 R 46590 000 000 02147 000	REVENUE FROM THE STATE OF TN	-	4,900.00	-	4,900.00
		Total Revenue	-	4,900.00	-	4,900.00
Expenditures						
2	141 E 71100 116 000 02147 000	TEACHERS		-	3,805.00	3,805.00
3	141 E 71100 201 000 02147 000	SOCIAL SECURITY		-	236.00	236.00
4	141 E 71100 204 000 02147 000	STATE RETIREMENT		-	404.00	404.00
5	141 E 71100 212 000 02147 000	EMPLOYER MEDICARE		-	55.00	55.00
6	141 E 71100 355 000 02147 000	TRAVEL		-	400.00	400.00
		Total Expenditures	-	-	4,900.00	4,900.00
		Total Revenue less Total Expenditures	-			-

Explanation: To budget for Porfolio Parr Reviewer Stipend from State of TN

Requested by: _____
Supervisor

Recommended for Approval: _____
Official / Department Head

Reviewed by: Maria McRay
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date: _____

Action by County Commission: Approval

Non-Approval

Date: _____

received
07-22-19
JL



Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: SPECIAL EDUCATION

DATE: Aug-19

Item #	Account #	Account Description	Current Approved Amount		Requested Approval Amount
				Increase	Decrease
1	141	47143-02141	Revenue	\$3,374	\$3,375
				Decrease	Increase
2	141	72210-163-02141	Educational Assistant		\$2,160
3	141	72210-201-02141	Social Security		\$197
4	141	72210-204-02141	State Ret.		\$241
5	141	72210-206-02141	Life Insurance		\$3
6	141	72210-207-02141	Medical Insurance		\$714
7	141	72210-208-02141	Dental Insurance		\$21
8	141	72210-212-02141	Emp. Med		\$40

Explanation: To budget carry-over funds for VOCRE Grant fund ending September 30, 2019


Requested by: _____

Supervisor; Sheri Roberson

Reviewed by: 
Chief Financial Officer

Recommended for Approval: 
Assistant Director

Official / Department Head

Action by Fiscal Review Committee: Recommended for Approval No Recommendation

Date:

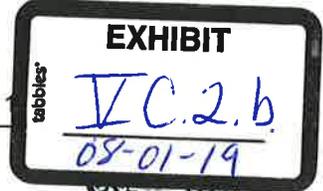
Action by County Commission: Approval Non-Approval

Date:

received
07-22-19

Department: **Federal Programs**

DATE: August



Item #	Fund	Account #	Subfund	Account Description	Current Approved Amount		Approval Amount
					Decrease	Increase	
1		47148		REVENUE			4,519.04
					Increase	Decrease	
2	142	71100-429-	311	Instructional Supplies	3,600.00		3,600.00
3	142	72210-599-	311	Other Charges	919.04		919.04
					4,519.04		4,519.04

Explanation: This Title III Immigrant Grant Revenue Amendment (-311) is to establish the ²⁰²⁰ 2019-2019 Immigrant Grant Budget

Requested by: Budget Council
Supervisor

Recommended for Approval:

[Signature]
Official / Department Head

Reviewed by: [Signature]
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date: _____

Action by County Commission: Approval

Non-Approval

Date: _____

07-22-19



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

Department: **Federal Programs**

DATE: August 2, 2019

Item #	Fund	Account #	Subfund	Account Description	Current Approved Amount		Requested Approval Amount
					Decrease	Increase	
1		47590		REVENUE			68,000.00
					Increase	Decrease	
2	142	71100-429-	701	Instructional Supplies	1,000.00		1,000.00
3	142	71100-599	701	Other Charges	1,000.00		1,000.00
4	142	72210-189-	701	Other Salaries and Wages	45,655.00		45,655.00
5	142	72210-201-	701	Social Security	2,600.00		2,600.00
6	142	72210-204-	701	State Retirement	4,400.00		4,400.00
7	142	72210-206-	701	Life Insurance	50.00		50.00
8	142	72210-207-	701	Medical Insurance	9,525.00		9,525.00
9	142	72210-208-	701	Dental	120.00		120.00
10	142	72210-210-	701	Unemployment Compensation	50.00		50.00
11	142	72210-212-	701	Medicare	600.00		600.00
12	142	72210-355-	701	Travel	2,000.00		2,000.00
13	142	72210-599-	701	Other Charges	1,000.00		1,000.00
					68,000.00		68,000.00

Explanation: This McKinney Vento Homeless Grant Revenue Amendment is to establish the 2019-2020 Budget

Requested by: Budget Council
Supervisor

Recommended for Approval:

[Signature]
Official / Department Head

Reviewed by: Maria McKay
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date: _____

Action by County Commission: Approval

Non-Approval

Date: _____

received
07-22-19



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

Department: **Federal Programs**

DATE: August 2, 2019

Item #	Fund	Account #	Subfund	Account Description	Current Approved Amount	Requested Approval Amount	
1		47141		REVENUE		Decrease	Increase
							184,750.00
							184,750.00
2	142	71100-195-	172	Certified Substitutes		Increase	Decrease
3	142	71100-198-	172	Non-Certified Substitutes		10,000.00	10,000.00
4	142	71100-471-	172	Software		5,000.00	5,000.00
5	142	72210-524-	172	Professional Development		71,750.00	71,750.00
6	142	99100-504-	172	Indirect Costs		95,300.00	95,300.00
						2,700.00	2,700.00
						184,750.00	184,750.00

Explanation: This Adaptive Learning Technology Grant Revenue Amendment is to establish the 2019-2020 Budget

Requested by: Bridgett Carrole
Supervisor

Recommended for Approval:

[Signature]
Official / Department Head

Reviewed by: [Signature]
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date: _____

Action by County Commission: Approval

Non-Approval

Date: _____

RECEIVED
07-22-19
[Signature]

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Special Education

DATE:



Item #	Account #	Account Description	Current Approved Amount	Requested Approval Amount	
				Increase	Decrease
1	47143-894	Revenue	-	\$124,127	\$124,127
				Decrease	Increase
2	142 71200-116-894	Teacher	-		\$42,514 -
3	142 71200-163-894	Educational Assistant	-		\$29,945 -
4	142 71200-201-894	Social Security	-		\$4,493 -
5	142 71200-204-894	State Retirement			\$7,460
6	142 71200-206-894	Life Insurance			\$56
7	142 71200-207-894	Medical Insurance			\$30,000
8	142 71200-208-894	Dental Insurance			\$310
9	142 71200-210-894	Unemployment			\$120
10	142 71200-212-894	Employer Medicare			\$1,051
11	142 71200-429-894	Instructional Supplies and Materials			\$878
12	142 72220-499-894	Other Supplies and Materials			\$394
13	142 72220-524-894	Staff Development			\$3,000
14	142 72220-790-894	Equipment			\$300
15	142 99100-504-894	In-Direct Cost	-	-	\$3,606 -

Explanation: To budget IDEA Pre-School Discretionary Grant FY-20 (ages 3-5 years)

Sheri Roberson
Requested by:
Supervisor: Sheri Roberson

Maria M. [Signature]
Reviewed by:
Chief Financial Officer

Recommended for Approval: [Signature]
Assistant Director
Official Department Head

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date:

Action by County Commission: Approval

Non-Approval

Date:

07-22-19 [Signature]

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: SPECIAL EDUCATION

DATE: Aug

EXHIBIT
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08-01-19

Item	Account #	Account Description	Current Approved Amount	Requested Approval Amount		
				Increase	Decrease	
1	142	47143-897	Revenue	-	\$120,168	\$120,168
				Decrease	Increase	
2	142	71200-195-897	Certified Substitute Teachers		\$2,500	\$2,500
3	142	71200-198-897	Non-Certified Substitute Teachers		\$2,250	\$2,250
4	142	71200-201-897	Social Security		\$295	\$295
5	142	71200-212-897	Employer Medicare		\$69	\$69
6	142	72220-189-897	Other Salaries and Wages		\$72,824	\$72,824
7	142	72220-201-897	Social Security		\$4,515	\$4,515
8	142	72220-204-897	State Retirement		\$7,618	\$7,618
9	142	72220-206-897	Life Ins.		\$52	\$52
10	142	72220-207-897	Medical Ins.		\$15,000	\$15,000
11	142	72220-208-897	Dental Ins.		\$264	\$264
12	142	72220-210-897	Unemployment Comp		\$120	\$120
13	142	72220-212-897	Employer Medicare		\$1,056	\$1,056
14	142	72220-355-897	Travel		\$2,000	\$2,000
15	142	72220-524-897	Staff Development		\$8,105	\$8,105
16	142	99100-504-897	In-Direct Cost		\$3,500	\$3,500

Explanation: To budget for IDEA Discretionary Grant FY-20 "Increase Percent of Children Appropriately Identified as SWD"

Requested by: Sheri Roberson
Special Education Supervisor Sheri Roberson

Recommended for Approval:

Assistant Director
[Signature]
Official / Department Head

Reviewed by: [Signature]
Chief Financial Officer

Action by Fist Recommended for Approval

No Recommendation

Date:

Action by Col Approval

Non-Approval

Date:

08-22-19

EXHIBIT
V.C. 2h.
08-01-19

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

Department: SPECIAL EDUCATION

DATE: August

Item #	Account #	Account Description	Current Approved Amount	Requested Approval Amount		
				Increase	Decrease	
1	142	47143-891	Revenue	127339	-	\$127,339
				Decrease	Increase	
2	142	71200-116-891	Teachers		\$67,735	\$67,735
3	142	71200-163-891	Educational Assistants		\$5,400	\$5,400
4	142	71200-201-891	Social Security		\$4,535	\$4,535
5	142	71200-204-891	State Retirement		\$7,629	\$7,629
6	142	71200-206-891	Life Insurance		\$26	\$26
7	142	71200-207-891	Medical Insurance		\$15,000	\$15,000
8	142	71200-208-891	Dental Insurance		\$132	\$132
9	142	71200-210-891	Unemployment		\$60	\$60
10	142	71200-212-891	Employer Medicare		\$1,061	\$1,061
11	142	71200-429-891	Instructional Supplies and Materials		\$1,000	\$1,000
12	142	72130-189-891	Other Salaries and Wages		\$9,000	\$9,000
13	142	72130-201-891	Social Security		\$558	\$558
14	142	72130-204-891	State Retirement		\$942	\$942
15	142	72130-212-891	Employer Medicare		\$131	\$131
16	142	72220-189-891	Other Salaries and Wages		\$2,735	\$2,735
17	142	72220-196-891	In-Service Training		\$2,790	\$2,790
18	142	72220-201-891	Social Security		\$343	\$343
19	142	72220-204-891	State Retirement		\$576	\$576
20	142	72220-212-891	Employer Medicare		\$81	\$81
21	142	72220-355-891	Travel		\$1,000	\$1,000
22	142	72220-524-891	Staff Development		\$2,897	\$2,897
23	142	99100-504-891	In-Direct Cost		\$3,708	\$3,708

Explanation: To budget IDEA Discretionary Grant FY-20 "Increase Access to High Quality Core Instruction"

Sheri Roberson
 Requested by:

Special Education Supervisor Sheri Roberson

Reviewed by: *Maria McKey*
 Chief Financial Officer

Recommended for Approval:

[Signature]
 Assistant Director
 Official / Department Head

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date:

Action by County Commission: Approval

Non-Approval

Date:

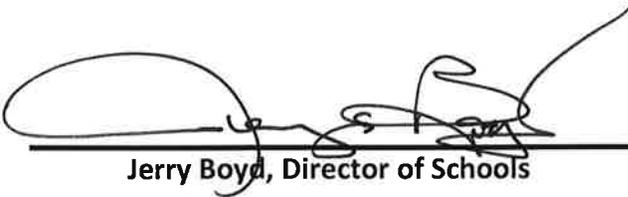
07-22-19



Out of State/ Overnight BOARD APPROVAL (Secondary)

Month: August 2019

Date Submitted	Destination/City	School	Sponsors/ Chaperones	Subject/ Grade/ Group	Date(s) of Event	No. of Students	Event Name
7/2/19	Orlando, FL	CHS	Stephanie Davis Nick Davis Katherine Nash Miriam Nash Victoria Myers Lewis Wheeler Kevin McCaleb	Varsity Cheerleaders	11/20/2019 - 11/26/2019	5	Perform with other cheerleaders across the country in Walt Disney World's Magic Kingdom



 Jerry Boyd, Director of Schools Date

NOTE: Trips listed by event date.

received
07-22-19
82

Cheerleader Field Trip to FL

Davis, Stephanie <sdavis7@pcsstn.com>
To: "Harris, Lisa" <lisa.harris@pcsstn.com>

Thu, Jul 18, 2019 at 6:00 PM

Rooming List

Katherine Nash Chaperone
Miriam Nash Chaperone
Natalie Nash Cheerleader

Victoria Myers Chaperone
Skylor Myers Cheerleader
Riley Harris Cheerleader
Audrey Sanders Cheerleader

Stephanie Davis Coach
Nick Davis Chaperone
Ella Davis
Bryson Davis

Lewis Wheeler Chaperone
Kevin McCaleb Chaperone
Lily Wheeler Cheerleader
Katy McCaleb Cheerleader

Itinerary

Arrive in Orlando by Thursday Nov.21 12:00 PM

Preview Uniforms and Material between 3-5PM

FRIDAY, NOVEMBER 22, 2019:

In order to receive airport transfers, flights must arrive into Orlando International Airport (MCO).

- REGISTRATION and Extra ROUTINE PREVIEW are available throughout the day.
- The mandatory orientation meeting and first rehearsal will be held at 6:00 PM.

We recommend ARRIVAL to Disney's CORONADO SPRINGS RESORT no later than 3:30 PM.

SATURDAY, NOVEMBER 23, 2019*:

- MORNING PRACTICE and PRE-PARADE PERFORMANCE.

- Enjoy the rest of the day at YOUR FAVORITE DISNEY PARK!

SUNDAY, NOVEMBER 24, 2019*:

- PRE-PARADE PERFORMANCE.
- Enjoy the rest of the day at YOUR FAVORITE DISNEY PARK!

MONDAY, NOVEMBER 25, 2019:**

- BUFFET BREAKFAST And Closing events

[Quoted text hidden]

--

Mrs. Stephanie Davis
Upperman High School
6950 Nashville Hwy
Baxter, TN 38544

PUTNAM COUNTY BOARD OF EDUCATION
DISCRETIONARY GRANT REPORT - AUGUST 2019

EXHIBIT
VE
08-01-19
tabbles

Board Action	Grant Title	GRANT AMOUNT REQUESTING	LEA Match	Total Grant Amount	New, Ongoing, Renewal	Location	Approval to Apply	Date of Notification	Approval to Accept	Grant Status	Supervisor Budget	Funding Agency Contact	Comments
PERMISSION TO ACCEPT	ADAPTIVE LEARNING TECHNOLOGY GRANT		\$ -	\$ 184,750.00	NEW	SYSTEMWIDE			8/1/2019		B. CARWILE		
PERMISSION TO ACCEPT	TITLE III IMMIGRANT GRANT		\$ -	\$ 4,519.04	NEW	SYSTEMWIDE			8/1/2019		B. CARWILE		
PERMISSION TO APPLY	GIVE GRANT (WRITTEN BY TCAT LIVINGSTON)	\$ 1,000,000.00	\$ -	\$ -	NEW	CHS	8/1/2019				J. SLAGLE		ROBOTICS AND WELDING DUAL ENROLLMENT CLASSES
PERMISSION TO ACCEPT	THE PERKINS RESERVE GRANT		\$ -	\$ 57,500.00	NEW	PSMS,UMS,CHS,MHS,UHS			8/1/2019		J. SLAGLE		
PERMISSION TO APPLY	UTRUST GRANT	\$ 300.00	\$ -	\$ -	NEW	BPS	8/1/2019						
TOTALS	Jul-19	\$ 70,000.00	\$ -	\$ 78,000.00									
	Aug-19	\$ 1,000,300.00	\$ -	\$ 246,769.04									
	Sep-19												
	Oct-19												
	Nov-19												
	Dec-19												
	Jan-20												
	Feb-20												
	Mar-20												
	Apr-20												
	May-20												
	Jun-20												
		\$ 1,070,300.00	\$ -	\$ 324,769.04									
GRANT REPORT PREPARED BY SHARON BYERS													

received
07-22-19
SK



Putnam County Board of Education Agenda Request

Name of Person Making Request: Angie Knight

Department: Human Resources

Phone Number of Person Making Request:

Account Funding Code (if appropriate)

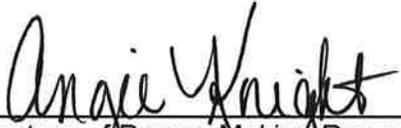
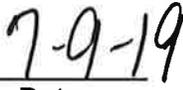
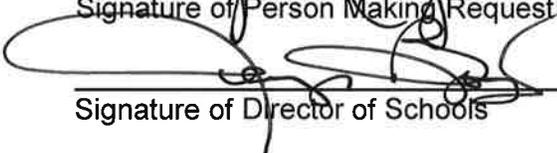
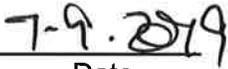
_____ Backup included

_____ Backup to follow

Requesting approval of 2020, 2021, 2022 Dental & Vision Insurance Rates

Respectfully submitted,

Angie Knight
7/09/19

	
_____ Signature of Person Making Request	_____ Date
	
_____ Signature of Director of Schools	_____ Date




Putnam County School System

2020 Dental & Vision

Renewal Planning Guide

June 28, 2019



CLIENT FOCUSED

GOAL DRIVEN

PROVEN RESULTS



Our Goal

To help you perfect the benefit value and cost portion of your employment equation for today's increasingly diverse workforce.

Our Strategy

We work with you to:

- Contain and reduce employee benefit cost
- Increase your employees understanding of their benefits and their value to them
- Simplify the benefit administration process
- Help you become the employer of choice in your area
- Increase the likelihood of proper compliance

Our Purpose

To make our world a better place to live by:

- Caring for our clients as they design, implement, and manage benefit plans that help employees improve health and well-being, succeed financially, and manage risk
- Building a work environment where we learn, grow, and are fulfilled

Your McGriff Insurance Employee Benefits Team

Nicole Ziegler, Vice-President/Consultant
931.646.1837 nziegler@mcgriffinsurance.com

Constance Key, CSFS, Account Executive
931.646.1828 cdkey@mcgriffinsurance.com

Karen Franks, VBS, GBDS, Account Manager III
931.646.1804 kfranks@mcgriffinsurance.com

Laura Canada, MBA, Marketing Manager III
931.646.1830 lcanda@mcgriffinsurance.com

Jim Smith, CIC, Account Manager III
931.646.1836 smithjf@mcgriffinsurance.com

Christine Flint, Utilization/Claims Analysis
423.648.7236 cflint@mcgriffinsurance.com

Shanee Driver

Bud Webb

Jack Goeke

Employee Communication Specialists

Specialty Practice Leaders

Katie O'Neill, DC, BS, Clinical Wellness Practice Leader

Edward Johnson, ASA MAAA, ACA, Financial Analytics Practice Leader

Kenneth M. Johnson, J.D., Compliance Practice Leader

Janie Warner, MS-HRM, SHRM-SCP, HR Advisory Practice Leader

David Meckle, Communications Practice Leader

Penny Wofford, J.D., Outside Consulting ERISA Attorney

Ryan Peterson, Flexible Benefits & Cobra Admin

Eddie Vaughn, FSA, MAAA, EA, Retirement Consulting

Putnam County School System
Dental Plan
January 01, 2020

In/Out of Network Benefit			Current BCBST Low Plan		Negotiated BCBST Low Plan	Current BCBST High Plan		Negotiated BCBST High Plan
			In Network		In Network	In Network		In Network
Annual Deductible (does not apply to preventive)	Single		\$50		\$50	\$50		\$50
	Family		\$150		\$150	\$150		\$150
Calendar Year Max			\$500		\$500 Preventive does not apply	\$1,000		\$1,000 Preventive does not apply
Pre-existing Conditions			Covered		Covered	Covered		Covered
Office Visit			100%		100%	100%		100%
Periodic Oral Evaluation			100%		100%	100%		100%
Routine Cleaning - Adult			100%		100%	100%		100%
Routine Cleaning - Child			100%		100%	100%		100%
X-rays			100%		100%	100%		100%
Minor Restorative Services (Fillings)			80%		80%	80%		80%
Extraction of Erupted Tooth (minor oral surgery)			80%		80%	80%		80%
Removal of Impacted Teeth			80%		80%	80%		80%
Endodontic Services (Root Canal)			80%		80%	80%		80%
Periodontic Services (Gum Disease)			80%		80%	80%		80%
Crowns			0%		0%	50%		50%
Dentures			0%		0%	50%		50%
Out of Network UCR			30% less than PPO fee schedule		30% less than PPO fee schedule	30% less than PPO fee schedule		30% less than PPO fee schedule
Rate Guarantee			2 years		2 years	2 years		2 years
Orthodontic Services	Plan Benefit	Excluded	Excluded	Excluded	50%	50%	50%	50%
	Age Limit				To Age 26	To age 26	To Age 26	To age 26
	Lifetime Max				\$1,000	\$1,000	\$1,000	\$1,000
	Waiting Period				None	None	None	None
RATES & ENROLLMENT:			Rates	Renewal	FINAL Negotiated	Rates	Renewal	FINAL Negotiated
300	197	Employee	\$10.98	\$13.71	\$12.63	\$25.35	\$31.66	\$29.15
123	93	Employee + spouse	\$24.41	\$30.51	\$28.07	\$53.93	\$67.42	\$62.02
80	90	Employee + children	\$33.94	\$42.43	\$39.03	\$64.64	\$80.82	\$74.34
132	200	Family	\$52.00	\$65.03	\$59.80	\$85.01	\$106.30	\$97.76
635	580	Monthly Premium	\$15,876	\$19,844	\$18,258	\$32,829	\$41,041	\$37,753
% Change from Current			25%		15%	25%		15%
Annual Change			\$47,622		\$28,584	\$98,544		\$59,090
					3rd Year Rate Cap 5%			3rd Year Rate Cap 5%

Notes:

Putnam County School System

Voluntary Vision

January 1, 2020

Benefit/Service		BCBS: Full Network	
		In-Network	Out of Network Reimbursement
Eye Exams:	Frequency	12 months	12 months
	Copay	\$10	\$10
	Exam	*Covered in full	Up to \$35
Lenses:	Frequency	12 months	12 months
	Copay	\$10	\$10
	Single Vision	*Covered in full	Up to \$30
	Bifocal	*Covered in full	Up to \$45
	Trifocal	*Covered in full	Up to \$60
	Standard Progressive	\$65 additional copay	\$0 additional
	Premium Progressive	\$65 additional copay	\$0 additional
Frames:	Frequency	24 months	24 months
	Copay	\$0	\$0
	Frame	\$100 allowance + 20% off balance	Up to \$50
Contact Lenses:	Frequency	12 months	12 months
	Exam (fitting & eval)	\$55 Copay	
	Medically Necessary	Covered in full	Up to \$200
	Elective	\$100 allowance + 15% off balance	Up to \$80
Rate Guarantee		3 year negotiated	
RATES & ENROLLMENT:		Current Rates	Renewal Rates
349	Employee	\$5.61	\$5.61
200	Employee + spouse	\$11.20	\$11.20
125	Employee + children	\$11.77	\$11.77
233	Family	\$18.49	\$18.49
907	Monthly Premium	\$9,977	\$9,977
% Change from Current		0%	

Notes:

The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.



Putnam County Board of Education Agenda Request

Name of Person Making Request: Angie Knight

Department: Human Resources

Phone Number of Person Making Request:

Account Funding Code (if appropriate)

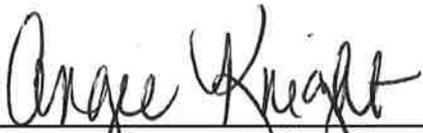
_____ Backup included

_____ Backup to follow

Requesting approval of 2020 Medical Insurance Rates and to front load \$500 for new employees entering the Health Savings Account on January 1, 2020 for participants in the Consumer Driven Health Plans, remaining balance will be contributed in equal amounts each payroll.

Respectfully submitted,

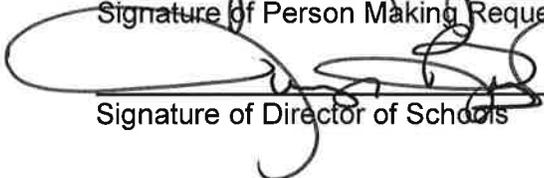
Angie Knight
7/09/19



Signature of Person Making Request

7-9-19

Date



Signature of Director of Schools

7-9-2019

Date


received
07-09-19
[initials]

EXHIBIT
tabbles
V F. 3.
08-01-19

Putnam County Board of Education Agenda Request

Name of Person Making Request: Angie Knight

Department: Human Resources

Phone Number of Person Making Request:

Account Funding Code (if appropriate)

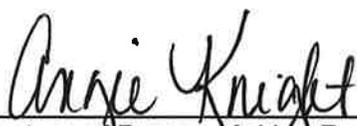
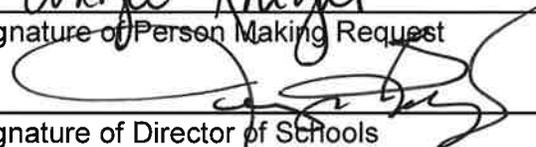
Backup included

Backup to follow

Requesting approval of the Complaint Managers for 2019-2020 School Year

Respectfully submitted,

Angie Knight
7/09/19

	7-9-19
Signature of Person Making Request	Date
	7-9-2019
Signature of Director of Schools	Date


received
07-09-19

Putnam County Board of Education
Complaint Managers
2019-2020

School	Male	Female
Adult High School 1060B East Spring Street Cookeville, TN 38501 Phone: 931-528-8685	Corby King	Robyn Nabors
Algood Elementary School 2525 Old Walton Road Algood, TN 38506 Phone: 931-303-0362	Brian Rohr	Beth Anderson
Algood Middle School 540 Dry Valley Road Algood, TN 38506 Phone: 931-537-6141	Chris Winningham	Jessica Etheridge
Avery Trace Middle School 230 Raider Drive Cookeville, TN 38501 Phone: 931-520-2200	Clif Matlock	Melody Presley
Baxter Primary 125 Elmore Town Road Baxter, TN 38544 Phone: 931-858-3110	Nathan Davis	Marsha Wyatt
Burks Elementary/Middle School 300 Crossville Street Monterey, TN 38574 Phone: 931-839-7641	John Wright	Anita Odle
Cane Creek Elementary School 1500 West Jackson Street Cookeville, TN 38501 Phone: 931-520-1173	Ben Bilyeu	Summer Shelton
Capshaw Elementary School 1 Cougar Lane Cookeville, TN 38501 Phone: 931-526-2414	Trevor Sheets	Diana Wood Kim Wright
Cookeville High School 2335 North Washington Avenue Cookeville, TN 38501 Phone: 931-520-2287	Russell Darley	Karen Trentham
Cornerstone Elementary 371 First Avenue South Baxter, TN 38544 Phone: 931-858-6601	Brandon Myers	Tammy Hoover

White Plains Academy
288 E. Main Street
Algood, TN 38506
Phone: 931-537-3862

Johnny Matheney

Rachel Robinson

Jere Whitson Elementary School
288 East Main Street
Algood, TN 38506
Phone: 931-526-6575

Thomas Furhman

Tina Francis

Monterey High School
710 Commercial Avenue, South
Monterey, TN 38574
Phone: 931-839-2970

Chris Buckner

Sonja Farley

Northeast Elementary School
575 Old Kentucky Road
Cookeville, TN 38501
Phone: 931-526-2978

Mike Phillips

Dr. Melissa Palk
Tera Brooks

Park View Elementary School
545 Scott Avenue
Cookeville, TN 38501
Phone: 931-526-2516

Wayne Haggard

Gaye Dale

Prescott South Elementary School
115 W. Cemetery Road
Cookeville, TN 38506
931-526-2275

Dale Bryant

Catherine Jones

Prescott South Middle School
1859 South Jefferson Avenue
Cookeville, TN 38506
931-528-3647

Robert Allen

Heather Tinch

Sycamore Elementary School
452 Ellis Avenue
Cookeville, TN 38501
Phone: 931-526-9322

Chris Pierce

Tracy Nabors

Upperman Middle School
6700 Nashville Hwy.
Baxter, TN 38544
Phone: 931-858-6601

Shannon Pirtle

Angela Webb

Upperman High School
6950 Nashville Highway
Baxter, TN 38544
Phone: 931-858-3112

Billy Stepp

Rhonda Mahan

Central Administrative
1400 East Spring Street
Cookeville, TN 38506
Phone: 931-526-9777

Corby King

Angie Knight

Title IV / Title IX Coordinator:
Angie Knight, HR Director
Putnam Co. Board of Education
1400 East Spring Street

Cookeville, TN 38506
931-526-9777



Putnam County Board of Education Agenda Request

Name of Person Making Request: Angie Knight

Department: Human Resources

Phone Number of Person Making Request:

Account Funding Code (if appropriate)

_____ Backup included

_____ Backup to follow

Requesting approval of the following names to be on the Collaborative Conferencing Team representing the Board of Education:

Chris Pierce, Beth Gaw, Kevin Maynard, Angie Knight, Dr. Sharon Griggs, Tim Martin and Bridgett Carwile

Respectfully submitted,

Angie Knight
7/09/19



Signature of Person Making Request



Date

Signature of Director of Schools

Date






Date: July 12, 2019
To: Sharon Reid
From: Lynda Huddleston
RE: Fentress County MOU for Board Approval

Please add the following item to the BOE Agenda for the August 2019 board meeting.

Request approval of the attached MOU with Fentress County Schools for space for Adult Education at \$450 per month July 1, 2019-June 30, 2020 to be paid from Adult Education funds.

A handwritten signature in black ink, appearing to be "LH", written over a horizontal line.

received
07-09-19
JL

Memorandum of Understanding

This Memorandum of Understanding is made on July 1, 2019 by and between Putnam County Schools, of 1400 East Spring St., Cookeville, Tennessee and Fentress County Schools of 1011 Old Hwy. 127 South, Jamestown, Tennessee for the purpose of achieving the various aims and objectives relating to the Adult Education Program.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by the Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a commitment to the Adult Education Program by following individual services.

Cooperation:

The activities and services for the Adult Education Program shall include, but not limited to:

- a. Services to be rendered by Putnam County Schools include:
 - Recruit eligible participants
 - Provide orientation and pre/post testing with CASAS
 - Provide targeted instruction based on pre-testing results
 - Administer the OPT as appropriate
 - Assist participants in registering for the HiSET exam
 - Make referrals to other agencies as needed
- b. Services to be rendered by Fentress County Schools include:
 - Refer eligible participants to the Adult Education Program
 - Allow for Adult Education to recruit through flyers, sign, and notes home to parents at area schools

Resources

- a. Putnam County Schools agrees to provide the following financial, material, and labor resources for the Adult Education Program
 - \$450 per month for six months for space at 209 E. Main Street, Jamestown, Tennessee (see attached diagram of space)
 - All personnel, book, and office supplies necessary to provide services
- b. Fentress County Schools agrees to provide the following financial, material, and labor resources for the Adult Education Program
 - Space for all adult education services with utilities and internet.

Term

The arrangements made by this MOU shall remain in place from July 1, 2019 until June 30, 2020. The term can be extended only by agreement of the Partners. Any Partner may terminate its participation in the MOU by providing written notice to the other Partner at least thirty (30) days before the effective termination date.

Signatories

This agreement shall be signed on behalf of Putnam County Schools by Jerry Boyd, Putnam County Director of Schools and Kim Cravens, Board Chair, and on behalf of Fentress County Schools by Mike Jones, Fentress County Director of Schools. This agreement shall be effective as July 1, 2019.

Jerry Boyd, Putnam County Director of Schools

Kim Cravens, Board Chair



Mike Jones, Centress County Director of Schools



Reid, Sharon <reids2@pcsstn.com>

MOU for Board Agenda from Adult Ed

2 messages

Breeden, Lynda <breeden1@pcsstn.com>

Mon, Jul 8, 2019 at 12:16 PM

To: Sharon Reid <reids2@pcsstn.com>

Sharon,

Please find the attached submission for the August Board meeting. Please let me know if you have any questions.

Thank you,
Lynda

--

Lynda Huddleston
Upper Cumberland Adult Education Coordinator
Putnam County Schools
580 S. Jefferson Ave. Suite A
Cookeville, TN 38501

1-855-516-0160
931-520-9524
FAX 931-537-2516



FentressMOUfor Adult Ed.pdf

2027K

Reid, Sharon <reids2@pcsstn.com>

Tue, Jul 9, 2019 at 9:32 AM

To: "Breeden, Lynda" <breeden1@pcsstn.com>

Received. thanks

[Quoted text hidden]

--

Sharon Reid
Ex. Admin. Asst.
Putnam County Schools
931-525-4701
reids2@pcsstn.com



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

Date _____ 8/1/19
Department Finance
Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to join the Cooperative Purchasing Alliance (Government Procurement Alliance (1GPA)).

A handwritten signature in black ink, consisting of several loops and a long tail.

07-09-19



Membership Agreement

1 Government Procurement Alliance

This Agreement is entered into this 02nd day of July, 2019, between the 1 Governmental Procurement Alliance (1GPA), on behalf of its lead government agencies, as identified in Exhibit A ("Lead Agencies" and individually a "Lead Agency") and Putnam County Board of Education ("Participating Entity"), a Public School System located in the State of Tennessee. By executing this Agreement, governmental entities and agencies, eligible school districts, charter schools, colleges, universities, tribes, cities, counties, all other public entities, and nonprofit organizations may participate in any bid or proposal issued by 1GPA on behalf of one or more of the Lead Agencies identified in Exhibit A. If Participating Entity is a governmental entity, this Agreement shall constitute an interlocal or intergovernmental agreement between Participating Entity and the Lead Agencies identified in Exhibit A. As permitted by law, 1GPA has designated by said Lead Agencies as the administrator of the purchasing cooperative sponsored by the Lead Agencies, and has been delegated authority by the Lead Agencies to execute interlocal or intergovernmental agreements on behalf of the governing bodies of the Lead Agencies.

In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. The specifications, terms, and conditions for products, materials and services to be purchased under this cooperative shall be determined by 1GPA, or as requested by a Lead Agency.
2. 1GPA shall conduct all procurement in strict accordance with the procurement laws applicable to the Lead Agency sponsoring the particular procurement.
3. The Participating Entity shall:
 - a. Insure that purchase orders issued against 1GPA contracts are in accordance with terms and prices established in the 1GPA contract.
 - b. The Participating Entity shall provide 1GPA with a copy of any purchase order based on a 1GPA contract, at the time the purchase order is issued. Purchase orders may be faxed or emailed (see contact information below).
 - c. Make timely payment to the contractor for all products, materials, and services in accordance with the terms and conditions of the 1GPA contract, or other payment arrangements negotiated between the Participating Entity and the 1GPA vendor. Payment, inspection and acceptance of products, materials and services ordered by the eligible school district or public entity shall be the exclusive obligation of the Participating Entity.
 - d. Be responsible for the ordering of materials or services under this Agreement. 1GPA shall not be liable in any fashion for any violation by Participating Entity of the terms of this Agreement, and the Participating Entity shall hold 1GPA harmless, to the extent permitted by law, from any liability which may arise from the acts or omissions of the Participating Entity relating to this Agreement or its subject matter.
 - e. Be responsible for compliance with applicable state or federal laws in determining which goods and services Participating Entity may lawfully procure through a government purchasing cooperative, and shall further be responsible for taking all actions required under applicable state or federal law in connection with the use of interlocal cooperation agreements and purchasing cooperativ
4. The exercise of any rights or remedies by the Participating Entity shall be the exclusive obligation of Participating

Entity; however, 1GPA, as the contract administrator, may, but shall not be obligated to unless required by applicable law, join in the resolution of any dispute between Participating Entity and a 1GPA vendor. Failure of the Participating Entity to secure performance from the 1GPA vendor in accordance with the terms and conditions of any issued purchase order does not necessarily require 1GPA to exercise its own rights and remedies.

5. 1GPA may terminate this Agreement immediately, upon written notice, if the Participating Entity fails to comply with the terms of this Agreement, applicable state or federal law, or any provision of a 1GPA contract that is binding on Participating Entity.
6. The Participating Entity may terminate this Agreement immediately, upon written notice, if 1GPA fails to comply with the terms of this Agreement.
7. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated in accordance with its terms. This Agreement supersedes any and all previous purchase agreements.
8. Except as provided in paragraphs 5 and 6, either party may terminate this Agreement with at least thirty (30) days written notice to the other party.
9. There shall be no charge to the Participating Entity for membership in 1GPA.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto.

Name of Entity: Putnam County Board of Education	Signature:
Select Type of Entity: <input type="checkbox"/> K12 <input type="checkbox"/> Higher Education <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Municipality <input type="checkbox"/> Other	
Address: 1400 East Spring Steet,	Printed Name: Dawn Fry, Board Chair
Cookeville, Tennessee, 38501	Title: Board Chair
Email: mmcreynolds@pcsstn.com	
Date: 07/02/2019	Phone: (931) 526-9777

1GPA Signature:	
Printed Name:	Christy Knorr
Title:	Vice President
Date:	07/02/2019

1GPA - 1910 W. Washington St. Phoenix, AZ 85009
 P: 866/306-3893
 F: 602/663-9515
 E: admin@1GPA.org

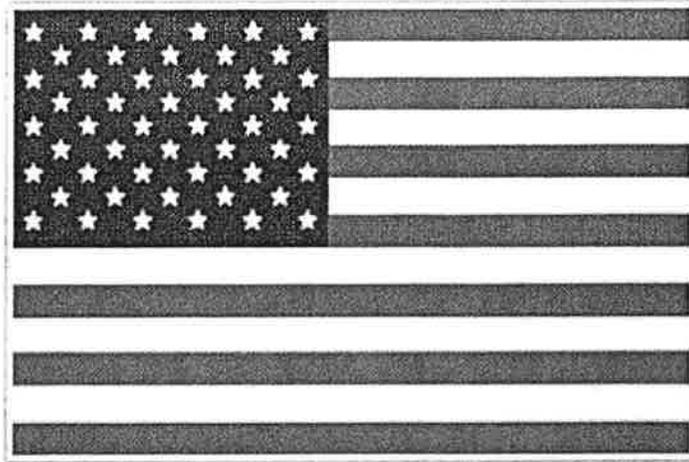


Exhibit A

Lead Agencies

Arizona

Paradise Valley Unified School District

15002 N. 32nd Street
Phoenix, AZ 85032
602.449.2071

Pinal County ESA

75 N. Bailey
Florence, AZ 85132
520.450.4477

Yavapai County Accommodation School District

6325 Baja Circle
Prescott Valley, AZ 86314
928.759.8126

Oregon

Portland Public Schools

501 N. Dixon Street
Portland, OR 97227
503.916.3315

Texas

Deer Park ISD

2800 Texas Ave.
Deer Park, TX 77536
832.668.7061

*** THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS EXHIBIT A MAY BE SUPPLEMENTED OR AMENDED, FROM TIME TO TIME, AND WITHOUT NEED FOR WRITTEN CONTRACT AMENDMENT, AS NECESSARY TO ADD OR REMOVE THE NAMES OF ELIGIBLE LEAD AGENCIES

Updated as of 04.24.2018

Member Contact Information

Dear 1GPA Member,

We want to take this opportunity to thank you for being a Member of the 1GPA Family! In order to serve you better, we want to be sure that we have the correct points of contacts on file. This will ensure that you are keeping your business and purchasing offices updated on all things 1GPA! We will send out notifications of potential/upcoming contracts, new contracts, cancelled contracts and contracts that have been rebid.

We look forward to serving you!

Business Office Point of Contact for 1GPA:

Name: Mark McReynolds
Title: Director of Finance
Entity: Putnam County Board of Education
Address: 1400 East Spring street
City: Cookeville State TN Zip: 38506
Phone: 931-526-9777 Email: mmcreynolds@pcss.tn.com

Purchasing/Procurement Office Point of Contact (if different from above):

Name:
Title:
Entity:
Address:
City: State Zip:
Phone: Email:



Membership Agreement

1Government Procurement Alliance

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Address: 1400 East Spring Steet,	Printed Name: Dawn Fry, Board Chair
Cookeville, Tennessee, 38501	Title: Board Chair
Email: mmcreynolds@pcsstn.com	
Date: 07/02/2019	Phone: (931) 526-9777

1GPA Signature:	
Printed Name:	Christy Knorr
Title:	Vice President
Date:	07/02/2019

1GPA - 1910 W. Washington St. Phoenix, AZ 85009
P: 866/306-3893
F: 602/663-9515
E: admin@1GPA.org

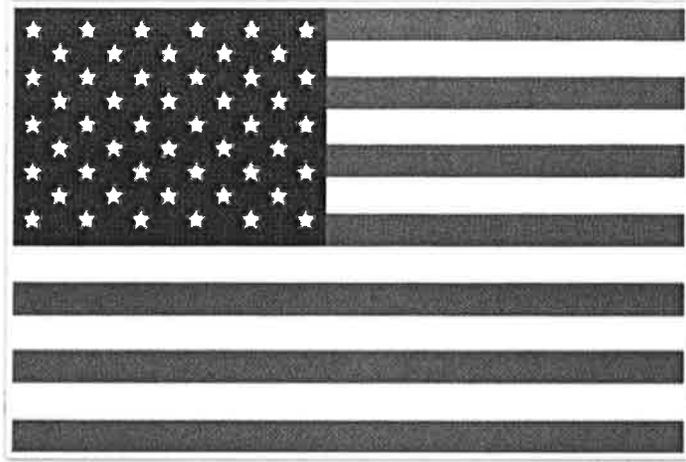


Exhibit A

Lead Agencies

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15002 N. 32nd Street
Phoenix, AZ 85032
602.449.2071

Pinal County ESA

75 N. Bailey
Florence, AZ 85132
520.450.4477

Yavapai County Accommodation School District

6325 Baja Circle
Prescott Valley, AZ 86314
928.759.8126

Oregon

Portland Public Schools

501 N. Dixon Street
Portland, OR 97227
503.916.3315

Texas

Deer Park ISD

2800 Texas Ave.
Deer Park, TX 77536
832.668.7061

*** THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS EXHIBIT A MAY BE SUPPLEMENTED OR AMENDED, FROM TIME TO TIME, AND WITHOUT NEED FOR WRITTEN CONTRACT AMENDMENT, AS NECESSARY TO ADD OR REMOVE THE NAMES OF ELIGIBLE LEAD AGENCIES

Updated as of 04.24.2018

Member Contact Information

Dear 1GPA Member,

We want to take this opportunity to thank you for being a Member of the 1GPA Family! In order to serve you better, we want to be sure that we have the correct points of contacts on file. This will ensure that you are keeping your business and purchasing offices updated on all things 1GPA! We will send out notifications of potential/upcoming contracts, new contracts, cancelled contracts and contracts that have been rebid.

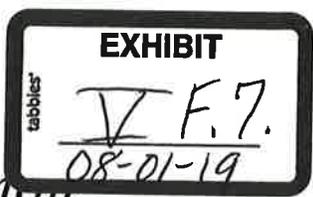
We look forward to serving you!

Business Office Point of Contact for 1GPA:

Name: Mark McReynolds
Title: Director of Finance
Entity: Putnam County Board of Education
Address: 1400 East Spring street
City: Cookeville State TN Zip: 38506
Phone: 931-526-9777 Email: mmcreynolds@pcss tn.com

Purchasing/Procurement Office Point of Contact (if different from above):

Name:
Title:
Entity:
Address:
City: State Zip:
Phone: Email:



Putnam County Board of Education

Jerry Boyd, Director of Schools

Board Members

Kim Cravens, Chair
Dr. Dawn Fry, Vice-Chair

1400 East Spring Street
Cookeville, TN 38506-4313
Phone: (931) 526-9777
Director/Board Fax # (931) 528-6942

Celeste Gammon
Jerry Maynard
David McCormick
Lynn McHenry

PUTNAM COUNTY SCHOOL SYSTEM Board Agenda Request

Date July 10, 2019

Department Teaching & Learning

Person Submitting Jill Ramsey

Account Number (if appropriate) _____

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of :

Agreement Between Putnam County School System and Tennessee Tech University
2019-2020 regarding a VPK Pilot Funded PreK Classroom.



received
07-10-19
JN

**Agreement Between
PUTNAM COUNTY SCHOOL SYSTEM
And
TENNESSEE TECH UNIVERSITY
2019-2020**

I. Purpose

The purpose of this agreement is to establish a working collaboration between Putnam County School System and Tennessee Tech University for a Pilot Funded Pre-K, in the provision of, or access to, comprehensive services for four year old children with a priority admission given to “at-risk” students as defined by the free/reduced income guidelines from the Food and Nutrition Service of the United States Department of Agriculture (USDA), disability, state’s custody, and ELL. The guidelines described in this agreement for a pre-kindergarten class of 20 4-year olds is contingent upon approved state funding.

II. Objective

The objective of the program is to provide comprehensive services for 20 four-year old children and their families. The program will meet the guidelines of Child Care Standards of Tennessee, as regulated by the Department of Education (DOE) and/or the Department of Human Services (DHS). Priority for enrollment will be given to at-risk children, as defined above. To achieve the objective, the parties involved would perform the following:

- Provide a developmental learning program that addresses cognitive, physical, emotional, social, and communication skills.
- Promote family engagement for children enrolled in the program.
- Educate families of students enrolled on available community resources and collaborate with families to attain resources.
- Address physical health, mental health, and nutrition services for students enrolled.

III. Guidelines

Organization of the Program

School Day and Calendar

- Appropriate educational activities will be provided for children for a minimum of 5.5 hours per day (exclusive of nap time) and a minimum of 180 days.
- The program will meet or exceed the Putnam County School System calendar that includes a 200 day work period of the teacher with the following components:
 1. a workday of 7 ½ hours.
 2. a minimum of 180 days with students present.
 3. holidays as defined by TTU.
 4. five in-service days of a minimum of six hours on the scheduled required days.

- The program will meet or exceed the Putnam County School System calendar that includes a 200 day work period for the teacher's assistants with the following components:
 1. a workday of 7 hours.
 2. a minimum of 180 days with students present.
 3. ten holidays.
 4. 30 hours of professional development required each year as required by the Tennessee State Dept. of Education.
- Developmental Learning Program.
 1. The developmental learning program will address all areas of a child's development: cognitive, physical, emotional, social, and communication. Learning experiences will be provided in each developmental area and be delivered in an integrated fashion, which provides active learning through exploration and play.
 2. Materials and equipment used will be appropriate in size and complexity to the age of the children. The developmental learning environment will be aligned to the Tennessee Early Childhood Education/Early Learning Development Standards.
- Parent Involvement and Family Services
 1. A pre-enrollment visit will be conducted before or during the Open House conducted at the beginning of the school year.
 2. TTU personnel will be flexible in providing family support.
- Health/Mental Health/Nutrition Services
 1. Screenings (cognitive, dental, hearing, and vision) for the children served via this contracted classroom.
 2. Meal service will include breakfast, lunch, and a snack provided by TTU/CDL.
 3. The special dietary needs of enrolled children will be met upon the reception of a signed physician's statement, and all medical documentation for the special diet must be on file prior to enrollment.
- Services for Children with Disabilities
 1. Law mandates that the Local Education Agency (LEA) is responsible for special educational services to children between the ages of three (3) and twenty-two (22) (speech only). This law will be observed in the enrollment of children in this classroom.
 2. TTU staff will be issued an invitation to an S-Team and/or Individual Education Plan (IEP) meetings for a child in consideration for enrollment or already enrolled in the program.
- Educational Staff and Organization Development
 1. Sufficient qualified staff such that the classroom has a minimum adult: child ratio of 1:10 for four year olds at all times, except for scheduled nap times. The maximum class size is 20 children.
 2. Teacher – the teacher will be certified and highly qualified according to state standards, an employee of TTU, and be evaluated per State requirements. The teacher will attend all training to meet the license requirements of TTU and Putnam County School System.
 3. Teacher's Assistant – The teacher's assistant will have a minimum of a high school diploma and passed the required Parapro Assessment and obtain a CDA (Child Development Associate), or have an Associate

Degree in Early Childhood Education as required by the grant. The teacher's assistant will attend all training to meet the license requirements of TTU and Putnam County School System. Teacher Assistants are required to obtain 30 hours of professional development hours each year as required by the State of Tennessee Dept. of Education.

- Recruitment and Enrollment of Students
 1. Students will be recruited from all Putnam County school communities.
 2. All students identified as meeting the income guidelines for free/reduced lunch will be enrolled in the program first.
 3. Additional students will be enrolled based on the following as listed in priority: disability, state's custody, and ELL. Permission may be granted by the state to enroll children from displaced homes, single parent families, and other four year old children.
 4. All students will be at least four years of age on or before August 15, 2019.
- Facilities and Transportation
 1. The site will pass fire and environmental inspections and be licensed by the State of Tennessee's Department of Human Services/Child Care Licensing Unit (DHS/CCLU).
 2. Parents will provide transportation to and from the program.
 3. TTU will provide transportation services for support of field trips for the children and for parent involvement activities. State vehicle safety standards will be met when providing transportation for children enrolled in the program.

IV. Responsibilities

1. TTU will provide the following:
 - Facilities for the classroom.
 - Staff development required by TTU for all classroom employees covered by this contract.
 - Screenings (cognitive, dental, hearing, and vision) for the children served via this contracted classroom.
 - The opportunity for parents to enroll their children in a "wrap around" child care program.
 - Capital improvements and maintenance to the playgrounds, as needed.
 - Capital improvements and maintenance to classrooms and restrooms, as needed.
2. Putnam County School System will provide the following:
 - Reimbursement for the salary of and benefits as corresponds with TTU policy of one certified/highly qualified teacher and one highly qualified teacher's assistant.
 - Reimbursement for furniture for the classroom.
 - Reimbursement for curriculum and instructional supplies (consumable and non-consumable).
 - Reimbursement for classroom related expenses.
 - Special Education services (speech services only).

- V. The effective date and term of this agreement shall be from July 1, 2019 through June 30, 2020.
- VI. Either party may terminate this agreement by giving written notice to the other at least 90 days before the effective date of termination.
- VII. The Putnam County School System and TTU are Equal Opportunity Employers and do not discriminate in the admission or access to, and participation or employment in, its programs and activities. The parties, therefore, agree that the following shall be essential terms and conditions of this Agreement:

The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246 and the related regulations of each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, disability or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

- VIII. This agreement requires multiple fiscal funding and as such, is subject to allotment of Federal and State funds.

Parties are in agreement as indicated by their signatures.

- IX. Maximum amount not to exceed \$87,537.00. See Appendix A.



 Jerry Boyd, Director
 Putnam County School System

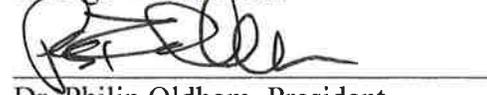


 Jill Ramsey, PreK-5th Gr. Supervisor
 Putnam County School System

 Putnam County School System
 Board of Education Chairman



 Dr. Lisa Zagumny, Dean
 College of Education



 Dr. Philip Oldham, President
 Tennessee Technological University

TO: Diana Nichols; Pamela Ramsey
FROM: Darlene Estes-Del Re, executive director of the office of early learning
DATE: May 17, 2019
SUBJECT: **District VPK award dollars**

This memo is to update you on the Voluntary Pre-K (VPK) application process and advise you of your VPK award for the 2019-20 school year.

T.C.A. § 49-6-105 requires VPK funding to be awarded through a competitive grant process. VPK funds are intended to support our neediest families and students, and the competitive grant process helps ensure that we are providing consistently high-quality VPK programs across the state and increasing opportunities for students from low-income families to benefit from VPK programming.

For the 2019-20 school year, Putnam County will be awarded 18 classrooms with funding in the amount of \$1,575,676.89.

Please do not hesitate to contact me with any questions or concerns at Darlene.DelRe@tn.gov.



Putnam County Board of Education Agenda Request

Name of Person Making Request: Brenda J. Hughett

Department: Extended Learning Programs

Phone Number of Person Making Request: 931-510-4936

Account Funding Code (if appropriate) 21st CCLC: 142-73300-432

LEAPs: 141-73300-02003

_____ Backup included

_____ Backup to follow

Provide a brief explanation of the purpose for your appearance before the Board. Attach a detailed explanation with a copy of all documentation related to this matter that the Board Members need to review before the meeting, and submit by the Board Agenda deadline for distribution:

Please consider the approval of a \$20 money stipend for cell usage for Extended Learning Program beginning July 1, 2019-June 30, 2020 (2019-2020 school year) per Policy 3.3001, use of Cellular Phones, as submitted. *for Brenda Hughett to be paid from*

Brenda J. Hughett

Signature of Person Making Request

7/3/19

Date

[Signature]

Signature of Director of Schools

7/15/19

Date

received
07-17-19
[Signature]



Putnam County Board of Education Agenda Request

Name of Person Making Request:
Kathlyn Walter

Department:
School Nutrition

Phone Number of Person Making Request:
(931) 319-1004

Account Funding Code (if appropriate)
143.73100

_____ Backup included

_____ Backup to follow

Provide a brief explanation of the purpose for your appearance before the Board. Attach a detailed explanation with a copy of all documentation related to this matter that the Board Members need to review before the meeting, and submit by the Board Agenda deadline for distribution:

Requesting to approve annual Agreement with TN DOE School Nutrition Program, for participation in the National School Lunch Program and School Breakfast Program for SY 2019-20.

Signature of Person Making Request

Date

Signature of Director of Schools

Date

7-17-19

Handwritten initials and date: 7/15/19

received
07-15-19
Handwritten initials

Agreement to Administer the School Nutrition Program(s) for Local Education Agencies/SFAs School Year 2019-20

My signature below indicates that I understand and agree to all the terms and conditions contained in the 2019-20 Agreement and Free and Reduced Price Policy Statement to operate the School Nutrition Program(s) and will ensure all school personnel abide with the provisions set forth in the Agreement and Policy Statement.

Putnam Co. Board of Education 710
[Name of SFA] [SFA Agr #]

System DUNS Number: 100073311 Indirect Cost Rate:

On behalf of the School Food Authority:

Director of Schools:

[Print] [Signature] [Date]

School Nutrition Program Administrator:
Kathlyn Walter [Signature] 7/12/19
[Print] [Signature] [Date]

On behalf of the Tennessee Department of Education:

State Director, School Nutrition Program:

Dr. Sandy Dawes _____ _____
[Print] [Signature] [Date]

NOTE: This signature page must be provided in addition to the automated renewal of the Agreement between the SFA and the Tennessee Department of Education, to administer the School Nutrition Program(s). After completing the automated Agreement renewal process, reviewing the Agreement and the Policy Statement, please **sign in blue ink and return by email to School.Nutrition@tn.gov or by standard mail to:**

**Tennessee Department of Education
School Nutrition Program
Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243**

Local Agriculture Products Compliance Plan School Year 2019-20

T.C.A § 49-6-2303-6

Putnam Co. Board of Education
[Name of SFA]

710
[SFA Agr #]

I/we certify to the Tennessee Commissioner of Education that the School Nutrition Program was implemented according to this plan for compliance and that we will make efforts to:

- Make available to our school nutrition program local agriculture products, freshness and transportation cost to be considered
- Allow flexible bidding process to assist farmers to bid competitively on portions of a given bid, rather than the entire bid
- Require that all food provided for public school use meet or exceed food safety standards for commercial food operations

Each local school board shall submit this plan for compliance 60 days prior to the beginning of the school year. In subsequent school year, each local school board shall submit modifications to this plan 60 days prior to the beginning of the school year.

On behalf of the School Food Authority:

Director of Schools:

[Print]

[Signature]

[Date]

School Board Chairperson:

[Print]

[Signature]

[Date]

NOTE: This compliance plan must be provided in addition to the Agreement to operate the School Nutrition Program(s). Please **sign in blue ink and return by email to School.Nutrition@tn.gov or by standard mail to:**

**Tennessee Department of Education
School Nutrition Program
Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243**

School Year 2019-20 Agreement to Administer the School Nutrition Program(s)

School Breakfast Program- Child Nutrition Grant (CFDA 10.553)
National School Lunch Program- Child Nutrition Grant (CFDA 10.555)
Seamless Summer Option- Child Nutrition Grant (CFDA 10.555)
Afterschool Snack Program- Child Nutrition Grant (CFDA 10.555)
Special Milk Program- Child Nutrition Grant (CFDA 10.556)

This Agreement exists to achieve the purposes of: (1) the Richard B. Russell National School Lunch Act, as amended (42 U.S.C. 1751-1760) and regulations governing the National School Lunch Program (7 CFR 210 and 245) and (2) the Child Nutrition Act of 1966, as amended (7 U.S.C. 1771 – 1985), and regulations governing the School Breakfast Program (7 CFR 220 and 245) and (3) the Special Milk Program for Children (7 CFR 215); (4) Public Law 105 – 336 authorizing reimbursement for snacks, (5) Public Law 85-478, as amended authorizing the Seamless Summer Option (formerly known as the Seamless Summer Food Service Program; (6) Public Law 108-265 to amend the National School Lunch Act and Child Nutrition Act of 1966 to provide children with increased access to food and nutrition assistance, to simplify program operations and improve program management; (7) Public Law 111-296 the Healthy, Hunger Free Kids Act of 2010; (8) 2 CFR Part 225 (formerly Office of Management and Budget (OMB) Circular A-87) which stipulates allowable and unallowable expenses in the non-profit School Nutrition Program; (9) Tennessee Code Annotated (TCA) 49-6, Part 23 governing the operation of the School Nutrition Programs within the state of Tennessee; (10) policies adopted by the State Board of Education that govern the operation of the School Nutrition Programs in the public schools of Tennessee.

The Tennessee Department of Education, hereinafter referred to as the "State Agency (SA)," and the School Food Authority (SFA), listed below, hereinafter referred to as the "SFA" agree to comply with the conditions of this Agreement which are based on public laws, regulations, statutes, policies, procedures and best practices that govern the School Nutrition Programs to be operated by the SFA.

The State Agency (SA)

- a. Agrees that to the extent of funds available, it shall reimburse the school food authority (SFA) in connection with meals, snacks and milk served to children in the indicated program(s) in schools, institutions or sites included in the Agreement and/or amended Agreement during the effective period of this Agreement; agrees that during any fiscal year, the amount of reimbursement paid to the SFA for meals and snacks served to children in each school, institution or site shall not exceed the amount equal to the number of meals or snacks by types (free, reduced, paid), served to children, multiplied by the assigned rates;
- b. Agrees that it will supply, in writing or electronically, to the above named SFA's School Nutrition Program Administrator, all changes, additions and deletions to federal and state regulations and policies of the Tennessee Department of Education and State Board of Education that govern the operation of the programs;
- c. Will operate in accordance with U.S. Department of Agriculture policy, which prohibits discrimination on the basis of race, color, national origin, sex, age, or disability;
- d. Reserves the right to disallow any claim for reimbursement, to withhold School Nutrition funds and/or to recover any School Nutrition funds which are used in a manner that is not in accordance with federal and state laws and regulations or the terms of this Agreement;
- e. Shall execute this Agreement.

The School Food Authority (SFA)

- a. Application. An official of a school food authority shall make written application to the state agency for any school in which it desires to operate the Program. Applications shall provide the state agency with sufficient information to determine eligibility. The school food authority shall also submit for approval a Free and Reduced Price Policy Statement in accordance with part 245 of this chapter.
- b. Agreement. Each school food authority approved to participate in the program shall enter into a written agreement with the state agency that may be amended as necessary. Nothing in the preceding sentence shall be construed to limit the ability of the state agency to suspend or terminate the agreement in accordance with § 210.25. The school food authority and participating schools under its jurisdiction, shall comply with all provisions of 7 CFR parts 210, 215, 220 and 245. This agreement shall provide that each school food authority shall, with respect to participating schools under its jurisdiction:
 1. Maintain a nonprofit school nutrition program and observe the requirements for and limitations on the use of nonprofit school nutrition program revenues set forth in 7 CFR 210.14 and limitations on any competitive school food service as set forth in 7 CFR 210.11 and TCA 49-6-2307;
 2. Limit its net cash resources in the School Nutrition Program to an amount that does not exceed three (3) months average expenditures for its nonprofit School Nutrition Program or such other amount as may be approved by the SA in accordance with 7 CFR 210.19 (a); agrees that indirect costs may be recovered from the School Nutrition Program only from a reserve fund that exceeds three (3) months' operating expenses as outlined in TCA 49-6-2305 Reserve Fund;



3. Maintain a system of financial accounting as prescribed under 7 CFR 210.14, 220.13 and 7 CFR 225
4. Comply with the requirements regarding financial management found in 7 CFR part 3015 and 7 CFR part 3016, or 7 CFR part 3019 as applicable;
5. Serve meals, during meal periods, which meet the requirements for food components and dietary standards as prescribed in 7 CFR 210.10 and/or 220.8;
6. Price meals as a unit;
7. Serve meals free or at a reduced price to all children who are determined by the local educational agency to be eligible for such meals under 7 CFR part 245;
8. Comply with the requirements of Provision 2, The Community Eligibility Provision and reimbursement alternatives if applicable.
9. Claim reimbursement at the assigned rates only for reimbursable free, reduced price, and paid meals served to eligible children in accordance with 7 CFR parts 210 and 220. Agree that the school food authority official who electronically signs the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR 210.8 and 220.9 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the withholding of payments, suspension or termination of the program as specified in 7 CFR regulations. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft or fraudulent activity the penalty specified in 7 CFR 210.26 and 220.19 shall apply;
10. Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by the state agency;
11. Submit Claims for Reimbursement in accordance with § 210.8 and 220.11;
12. Comply with the requirements of the Department's regulations regarding nondiscrimination (7 CFR parts 15, 15a, 15b);
13. Make no discrimination against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement;

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.



By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

14. Enter into an agreement to receive donated foods as required by 7 CFR part 250;
15. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations, and comply with the food safety requirements of § 210.13 and 220.13;
16. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the Department;
17. Maintain necessary facilities for storing, preparing and serving food;
18. Upon request, make all accounts and records pertaining to its school food service available to the state agency and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for resolution of the issues raised by the audit;
19. Maintain files of currently approved and denied free and reduced price applications, which must be readily retrievable by school.
20. Maintain files of the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in § 245.6(b)(5) of this chapter, which must be readily retrievable by school. Documentation for direct certification must include information obtained directly from the appropriate state or local agency, or other appropriate individual, as specified by FNS, that:
 - i. A child in the Family, as defined in § 245.2 of this chapter, is receiving benefits from SNAP, FDPIR or TANF, as defined in § 245.2 of this chapter; if one child is receiving such benefits, all children in that family are considered to be directly certified;
 - ii. The child is a homeless child as defined in § 245.2 of this chapter;
 - iii. The child is a runaway child as defined in § 245.2 of this chapter;
 - iv. The child is a migrant child as defined in § 245.2 of this chapter; or
 - v. The child is a Head Start child as defined in § 245.2 of this chapter.

21. Retain the individual applications for free and reduced price meals and meal supplements submitted by families for a period of 3 years after the end of the fiscal year to which they pertain or as otherwise specified under paragraph (b)(17) of this section.
 22. No later than December 31 of each year provide the state agency with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day the preceding October. In addition, each school food authority shall provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals.
- c. Afterschool care requirements. Those School Food Authorities with eligible schools (as defined in § 210.10(n)(1)) that elect to serve meal supplements during afterschool care programs, shall agree to:
1. Serve meal supplements which meet the minimum requirements prescribed in § 210.10;
 2. Price the meal supplement as a unit;
 3. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;
 4. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
 5. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
 6. Claim reimbursement for no more than one meal supplement per child per day;
 7. Review each afterschool care program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
 8. Comply with all requirements of this part, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by § 210.9(b)(9)).

- d. Seamless Summer Option (SSO). Those School Food Authorities with eligible schools that elect to serve meals and meal supplements with the seamless summer option, shall agree to:
1. feed children in low-income areas during the summer months (or during extended breaks of a year-round school schedule). This law allows public and non-profit school food authorities/ Local Educational agency (SFA/LEA) participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to operate the Seamless Summer Option. The SFA/LEA will follow requirements, where applicable, in the NSLP and SBP regulations at 7 CFR Parts 210, 220 and 225 for this option.
 2. apply with the location and description of the option site, percentage of Free/Reduced price meals, type of site and method of advertisement;
 3. adhere to the special provisions of the Seamless Summer Option, which are described in the following paragraphs:
 4. demonstrate financial and administrative capability for Program operations and accepts final financial and administrative responsibility for total Program operations at all sites;
 5. follow SSO policy (established in the body of regulations, instructions, handbooks, and other written guidance) to choose SSO sites.
 6. Restricted Open Site is an open site initially (open to all children through age 18 in the community), but later restricted by the district for security, safety or control reasons;
 7. Closed enrolled site is a site located in eligible or non-eligible areas that are limited to a group of enrolled children through age 18, of which at least 50 percent must be eligible for free or reduced price school meals (academic summer schools are excluded). An example of a closed enrolled site is a summer enrichment program in a school site that has less than 50 percent of its regular students eligible for free and reduced price meals but 50 percent or more of the students enrolled in the enrichment program are eligible for free and reduced price meals. Contact the SA for additional information needed for enrolled sites or camps;
 8. the SFA will not claim any meals under the seamless option at any site without receiving prior approval from the state agency;
 9. all persons meeting the definition of Children in the Summer Food Service Program (SFSP) federal regulations at §225.2 are eligible to participate. This includes all persons in the community who are 18 years of age and under and (as defined at §225.2) those persons over age 18 who meet the state agency definition of mentally or physically disabled persons;
 10. the SFA/LEA will follow NSLP meal service requirements for lunch or snacks (§210.10) and SBP meal service requirements (§220.8) for breakfast. With State agency approval, the SFA/LEA may serve a supper meal, using applicable NSLP meal service requirements for lunches.
 11. meals will be counted at the point of service.

12. second meals are not reimbursable and may not be claimed.
 13. production and menu records will be maintained that show compliance with meal requirements;
 14. the designated lunch period will be between the hours of 10 a.m. and 2 p.m., unless otherwise exempted by FNS (such as supper service that would not occur during these hours).
 15. the SFA/LEA may allow "offer versus serve" meals at SSO sites.
 16. Off-site consumption of meals will not be allowed, except as part of a scheduled event such as a planned field trip.
 17. the number and types of meals will comply with the SFSP requirements at §225.16(b), as described below:
 18. All sites except camps or migrant sites: With State agency approval, the SFA/LEA may serve up to two meals at all sites. Meal service may include breakfast, lunch, snack, or supper. The SFA/LEA may not claim both lunch and supper meals at the same site on the same day.
 19. there will be no charge for meals served to eligible participants.
 20. meals at all approved SSO sites, except camps, will be served free to all children in accordance with §225.6(e)(4) of the SFSP regulations.
 21. the SFA/LEA may claim meals at the "free" rates prescribed by USDA for the NSLP (including snacks) and the SBP. Supper meals, if permitted by the State agency, may be claimed at the free rate for NSLP lunches. All lunches and suppers served under this amendment will receive the standard commodity support rate available for the NSLP. SSO sites that qualify for the severe need breakfast rate will continue to receive this differential.
 22. on the monthly claim filed with the State agency, the SFA/LEA must identify meals served at SSO sites separately from other NSLP or SBP meals served at other sites.
 23. the SFA/LEA will review the meal counting, claiming, and meal pattern compliance within the three (3) weeks of starting operations for all sites that are newly approved to operate the Seamless Summer Feeding Option or that are operated by non-SFA/LEA personnel.
- e. The Fresh Fruit and Vegetable Program (FFVP) allows selected schools to receive reimbursement for the cost of making free fresh fruits and vegetables available to students during the school day. The following conditions must be met:
1. these fresh fruits and vegetables must be provided separately from the lunch or breakfast meal, in one or more areas of the school during the official school day;
 2. all schools that participate in the FFVP are required to widely publicize within the school the availability of free fresh fruits and vegetables;



3. schools with the highest free and reduced price enrollment will be selected;
4. yearly training with any updates shall be available to all FFVP schools;
5. selected schools must meet the following criteria: be an elementary school, represent the highest percentage of students certified for free and reduced price benefits, participate in the NSLP, complete an annual application and/or update for the FFVP;
6. a per-student allocation of \$50-\$75 per year will be made;
7. provide a serving of fruit or vegetable only to teachers who are directly responsible for serving the fruit or vegetable;
8. submit a monthly claim for reimbursement;
9. may use no more than 10% of your school's total grant for administrative costs;
10. receive reimbursement for the costs of purchasing, preparing, and serving fresh fruits and vegetables to children in your schools.

The SA and the SFA mutually agree that:

- a. Schools or sites may be added or deleted by amending this Agreement as the need arises and references herein to schools or sites within the SFA shall be deemed to include all schools or sites as added through the Site Application.
- b. Both shall cooperate with USDA officials and contractors conducting evaluations and research in the School Nutrition Programs.
- c. For the purpose of this Agreement, the following terms will mean respectively:
 1. **Adult:** means a person who is (1) a staff member or employee of a school, including all faculty, supervisory and other personnel and (2) not under 21 chronological years of age in non-profit Residential Child Care Institutions (RCCIs) and (3) not a student of high school grade or under as determined by the state education agency in schools as defined in 7 CFR 210.2;
 2. **Child:** means (a) a student of high school grade or under as determined by the state education agency, who is enrolled in an educational unit of high school grade or under as described in paragraph (a) and (b) of the definition *school* including students who are mentally or physically disabled as defined by the state and who are participating in a school program established for the mentally or physically disabled; or (b) a person under 21 chronological years of age who is enrolled in an institution or center as described in paragraph (c) of the definition of school or (c) for purposes of reimbursement for meal supplements served in after school care programs, an individual enrolled in an after school care program operated by an eligible school who is twelve (12) years of age or under or in the case of migrant workers and children with disabilities, not more than eighteen (18) years of age or under;

3. **Meals:** means food served at a school under the indicated programs which meets the applicable nutritional requirements set forth in the regulations and policies; *Meals* include breakfast, lunch or snack;
 4. **Non-profit School Nutrition Program:** means meal service operated by the SFA for the benefit of children, all of the income from which is used solely for the operation or improvement of such meal service and for no other purpose;
 5. **School:** (a) an educational unit of high school grade or under, recognized as part of the educational system in the state and operating under public or non-profit private ownership in a single building or complex of buildings; (b) any public or non-profit private classes of pre-primary grade when they are conducted in the aforementioned schools; or (c) any public or non-profit, private residential child care institution, or distinct part of such institution, which operates principally for the care of children, and, if private, is licensed to provide residential child care services under the appropriate licensing code by the state or a subordinate level of the government, with the exception of residential summer camps, which participate in the Summer Food Service Program for Children, Job-corps Centers funded by the Department of Labor, and private foster homes; the term "Residential Child Care Institution" includes, but is not limited to: homes for the mentally, emotionally, or physically impaired, and unmarried mothers and their infants; group homes; half-way houses; orphanages; temporary shelters for abused children and for runaway children; long term care facilities for chronically ill children; and juvenile detention centers; a long term care facility is a hospital, skilled nursing facility, intermediate care facility, or distinct part thereof, which is intended for the care of children confined for thirty (30) days or more;
 6. **School food authority:** means the governing body which is responsible for the administration of one or more schools, institutions or sites, and which has the legal authority to operate the NSLP, the SBP, the SMP, the SSO and/or the ASSP therein.
- d. This Agreement is effective for the programs as approved in the electronic application for the period commencing July 1 and ending the following June 30; the Agreement will be permanent for each school year thereafter unless legislation changes and new requirements are added and/or deleted. This must be signed by the Director of Schools and maintained at the SFA level. Approval in the Tennessee: Meals, Accounting, and Claiming (TMAC) system will be made as soon as SFAs submit the appropriate information through the TMAC system.
 - e. The LEA shall comply with all requirements of 7 CFR 245.6(f) when disclosing students' free and reduced price eligibility status without parental consent. This includes the requirement that LEAs may only disclose such information to persons determined to be "directly connected" with the administration or enforcement of a federal education program, state education program, state health program, or a means-tested nutrition program, as well as to persons directly connected with the Comptroller General Office or law enforcement for an authorized activity. Eligibility information shall not be made generally available to all school officials. Only individuals with a legitimate "need to know" to provide a service or carry out an authorized activity may access or use eligibility information. Teachers, guidance counselors, principals, or other school officials who are not providing assistance under the appropriate statutory or regulatory requirements cannot have access to eligibility information. The LEA is responsible for determining whether it is legally permissible and appropriate



for an individual to have access to and/or disclose students' free and reduced price eligibility information.

- f. State agencies, LEAs, and schools must also ensure data systems, records, and other means of accessing a student's eligibility status are limited to officials directly connected with administration or enforcement of federal or state program or activity. Online data systems shall have a masking or de-identification capability to prevent unauthorized access to free and reduced price eligibility status.
- g. The SA may withhold Federal School Nutrition funds from the SFA when there is evidence of material non-compliance with the terms and conditions of this Agreement; the SA may also withhold Federal School Nutrition funds for failure of the SFA to take corrective action within sixty (60) days of notification of non-compliance as a result of a USDA mandated review, an Additional Administrative Review (AAR) or Technical Assistance (TA) Review; the SA may terminate this Agreement with the SFA immediately upon receipt of evidence that the terms and conditions of this Agreement or any of the regulations specified herein have not been fully complied with the SFA; any termination of the Agreement by the state agency shall be in accordance with applicable laws and regulations.
- h. The terms of this Agreement shall not be modified or changed in any way other than by the consent in writing of both parties hereto.

Policy Statement for Providing Free and Reduced Price Meals to Students

This document is part of the Agreement between the SFA and the SA to administer the School Nutrition Programs.

The SFA accepts responsibility for providing **free and reduced price meals and/or free milk and afterschool snacks** to eligible children in the schools under its jurisdiction.

The SFA assures the Tennessee Department of Education that the school district will uniformly implement the following policies to administer the program(s) in schools under its jurisdiction. In fulfilling these responsibilities, the SFA agrees to the following provisions:

- A. Serve meals free to children from households whose income is at or below the free meal eligibility scale listed in the current income eligibility guidelines, or whose participation in SNAP (formerly Food Stamp Program) or Families First also called Temporary Assistance for Needy Families (TANF) or the Food Distribution Program on Indian Reservations (FDPIR) qualifies them for direct certification for free meals, or whose migrant, homeless, runaway or foster child status or other federally-approved status as described in a policy memorandum issued by the United States Department of Agriculture, entitles them for categorical eligibility for free meals;
- B. Serve meals at a reduced price to children from households whose income is at or below the reduced price meal eligibility scale listed in the current income eligibility guidelines and/or use other available resources for the student co-pay for reduced price breakfast meals (\$.30 per meal) or paid meals to serve breakfast meals at no charge to students who are eligible for reduced price meals or paid meals;
- C. Set reduced price charges for lunch and breakfast at or below the maximum reduced price allowed by regulations and below the full price of the lunch or breakfast. Reduced price charges for lunch shall be set at \$.40 or less, reduced price breakfast shall be served free of charge to qualifying students using the state allocation provided under Session Law 21-345 or at \$.30 or less and reduced price snacks shall be served at \$.15 or less;
- D. Ensure food is not used as a means of rewarding or punishing students for any purpose;
- E. Ensure no physical segregation of, nor any other discrimination against, any child because of his/her inability to pay the full price. The names of children eligible to receive free or reduced price meals shall not be distributed, published, posted, or announced in any manner, and there shall be no overt identification of any such children by use of special tokens, tickets, identification numbers or any other means. Further assurance is given that children eligible for free or reduced price meals shall not be required to:
 - 1. Work for their meals;

2. Use separate dining room areas;
 3. Go through a separate serving line;
 4. Enter the dining room through a separate entrance;
 5. Eat meals at a different time;
 6. Eat a meal different from the one sold to children paying the full price.
- F. Operate the School Nutrition Programs so that no child shall be discriminated against on the basis of race, color, national origin, sex, age, or disability.
- G. Authorize the School Nutrition Administrator/Designee to serve as the Determining Official for the LEA; the Determining Official shall determine student's meal eligibility status based on the 2019 - 20 eligibility guidelines. This official agrees that information on the application will be used to determine the child's eligibility for only those benefits designated by the parent/guardian. The determining official is also authorized to make decisions about extending school meal benefits to students residing in households where other students are directly certified for free meals and who are subsequently eligible to receive them based USDA guidance. (Note: The Determining Official may not serve as the Hearing Official. See Item K.)
- H. Develop and send to each child's parent or guardian, a letter as outlined herein, including a household application for free or reduced price meals, at the beginning of each school year. The school system must develop a procedure and keep it on file for disseminating applications (school packets, email, website, or combination, etc.). This procedure must define if applications will be paper or electronic and how they will be returned. Parents will be responsible for completing a household application and returning it to the school or Board of Education for review. Such applications and documentation of action taken will be maintained for three (3) years after the end of the school year to which they pertain. Applications are effective for one year. Any parent enrolling a child in a school for the first time, at any time during the year, shall be provided an application for meal benefits. If a child transfers from one school to another under the jurisdiction of the LEA, his eligibility for free or reduced price meal will be transferred to, and honored by, the receiving school. Parents or guardians will be notified, within 10 working days, of the acceptance or denial of their applications. Children will be served meals immediately upon the submission of a complete application; children whose applications are approved for free meal benefits shall not incur charges during the application processing period.

Use data from the state agency's Direct Certification Technology System to issue meal benefits to students who are directly certified for free meals and to notify the students' households of free meal benefits and allow the household the opportunity to decline free meal benefits should they choose to do so.

Public Law 111-296 allows certification of a foster child for free meals, without application, if the local educational agency or other child nutrition program institution obtains documentation from an

appropriate state or local agency indicating the status of the child as a foster child whose care and placement is the responsibility of the state or that the foster child has been placed with a caretaker household by a court. The foster child is categorically eligible and may be certified without an application. Households with foster and non-foster children may choose to include the foster child as a household member, as well as any personal income earned by the foster child, on the same household application that includes their non-foster children. This will streamline the application process and may help the foster family's non-foster children qualify for free or reduced price meals based on household size and income.

In processing the application, the LEA would certify the foster child for free meals, and then make an eligibility determination for the remainder of the household based on the household's income (including personal income earned by the foster child) or other categorical eligibility information reported on the application. Foster payments received by the family from the placing agency are not considered income and do not need to be reported. The presence of a foster child in the household does not convey eligibility for free meals to all children in the household in the same manner as FNS, Temporary Assistance for Needy Families (TANF), Food Distribution Program.

When an application is denied, parents or guardians will be provided written notification which shall include the following:

1. Reason for the denial of benefits, (for example: income in excess of allowable limits or incomplete application).
 2. Notification of the right to appeal the denial of benefits.
 3. Specific instructions on how to appeal.
 4. Statement reminding parents that they may reapply for free and reduced price benefits at any time during the school year. (Note: The reasons for ineligibility shall be properly documented and retained on file at the LEA level.)
- i. Select and verify by November 15 the eligibility of a sample of the approved free and reduced price applications on file as of October 1. The SFA further agrees to maintain the following records relative to verification for a period of three (3) years:
1. Total number of applications on file as of October 1st.
 2. Documentation of the sample selection.
 3. Summary of all verification activities and outcomes.
- J. Conduct a second party review of applications to ensure the applications are complete and benefits are accurately issued if a computerized system is not used.

K. Identify individuals within the district who are authorized to serve as liaisons in the following areas:

- Migrant
- Homeless/Runaway
- Head Start
- Even Start
- Foster Child

These liaisons will be authorized to provide official, accurate information to the SFA's determining official for the purpose of determining categorical eligibility for students who meet pre-established criteria.

L. Designate a Hearing Official to establish and use a fair hearing procedure under which:

1. A household can appeal a decision made on the original application.
2. A household can appeal an adverse action made because of verification of an application.
3. The SFA can challenge the continued eligibility of any child. During the appeal and hearing, the child who was determined to be eligible based on the application submitted will continue to receive free or reduced price meals or free milk.

The Hearing Official must be someone not involved in the original eligibility determination. It is suggested that the Hearing Official hold a position at a higher administrative level than that of the Determining Official.

Hearing Procedure

Prior to initiating the hearing procedure, the school official, the parent(s) or the guardian may request a conference to provide an opportunity for the parent(s)/guardian(s) and school official(s) to discuss the situation, present information, obtain an explanation of data submitted in the application and the decisions rendered. Such a conference shall not in any way prejudice nor diminish the right to a fair hearing.

The designated hearing official shall ensure that the hearing procedure provides the following for both the household and the LEA:

1. A publicly-announced, simple method for making an oral or written request for a hearing;
2. An opportunity to be assisted or represented by an attorney or other person;
3. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal;
4. Reasonable promptness and convenience in scheduling a hearing, and adequate notice as to its time and place;

5. An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference;
 6. An opportunity to question or refute any testimony or other evidence and to confront and cross examine any adverse witness(s);
 7. That the hearing will be conducted and the decision be made by an official who did not participate in the decision under appeal (or any previous conference);
 8. That the decision of the hearing official will be based on the oral and documentary evidence presented at the hearing and entered into the hearing record;
 9. That the parties concerned and any designated representative thereof be notified in writing of the decision;
 10. That for each hearing, a written record be prepared, including the decision under appeal, any documentary evidence and a summary of any oral testimony presented at the hearing, the decision of the hearing official and the reasons therefore, and a copy of the notification to the parties concerned of the hearing official's decision; and,
 11. That such written record must be retained for a period of three (3) years after the close of the school year to which it pertains; these records must be made available for examination by the parties concerned or their designees at any reasonable time and place during such period.
- M. Submit a public/press release annually to notify the public of the process for applying for free and reduced price meal benefits or maintain a copy of the press release from the state which is issued statewide. At such time during the course of the year the LEA is informed of major employers contemplating or experiencing large layoffs, or other conditions that would result in loss of income to households, the LEA will provide specific information about applying for free or reduced price school meal benefits to employees whose children may be enrolled in the LEA. In addition, the LEA agrees to provide such a public release whenever there is a change in eligibility criteria, unless specifically exempted from doing so.
- N. Establish a written procedure to collect money from children who pay for their meals and milk and to account for the number of free, reduced price, and full price and alternate meals served. The procedure described will be used so that no other child in the school will be aware of such procedure or the identity of the children receiving free or reduced price meals or free milk.
- O. Submit to the Tennessee Department of Education, School Nutrition Program, Andrew Johnson Tower, 710 James Robertson Parkway, Nashville, TN 37243-0389, any revisions to the administrative procedures outlined in this policy statement before implementation. Such changes will be effective only upon approval by the department. All changes in eligibility criteria must be publicly announced in the same manner used at the beginning of the school year.



In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov.

This institution is an equal opportunity provider.



Sam Brooks
Personal Learning Supervisor
Putnam County School System
1400 East Spring Street
Cookeville, TN 38506
(931) 528-2176

Edgenuity, Inc. -

Consider approval of the Edgenuity Services Agreement between Edgenuity Inc. - Scottsdale, Arizona and Putnam County School System for professional services, as submitted for the 2019-2020 school year to be paid from General Funds in cooperation with The Interlocal Purchasing System (TIPS) agreement for a total of \$70,784.

141 71100 399 01501 \$65,784
141 71200 429 \$5,000

[Handwritten Signature]
received
07-22-19
[Handwritten Initials]



Edgenuity Inc.
 8860 E. Chaparral Road
 Suite 100
 Scottsdale AZ 85250
 877-725-4257

Site	Description	Comment	End Date	Qty
	UpSmart ELA and Math Site License 501-800 Users		08/31/2020	4
1.	ALGOOD MIDDLE SCHOOL			
2.	AVERY TRACE MIDDLE SCHOOL			
3.	BURKS MIDDLE SCHOOL			
4.	Prescott South Middle School			
			Subtotal	\$88,480.00
			Discount	(\$17,696.00)
			Total	\$70,784.00



Edgenuity Inc.
 8860 E. Chaparral Road
 Suite 100
 Scottsdale AZ 85250
 877-725-4257

Payment Schedule	Contract Start	Contract End
Net 30	9/1/2019	8/31/2020

Site	Description	Comment	End Date	Qty
	Digital Libraries 9-12 Comprehensive Site License		08/31/2020	1
1. COOKEVILLE HIGH SCHOOL				

Site	Description	Comment	End Date	Qty
	Digital Libraries 9-12 Comprehensive Site License		08/31/2020	1
1. Monterey High School				

Site	Description	Comment	End Date	Qty
	Digital Libraries 9-12 Comprehensive Site License		08/31/2020	1
1. Upperman High School				

Site	Description	Comment	End Date	Qty
	Digital Libraries 9-12 Comprehensive Site License		08/31/2020	1
1. Vital Program				

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

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent. If this Quote includes any Sophia® Learning Inc. courses for purchase, the following language applies to any such purchase (and this language is also found in the above linked Terms and Conditions): "Use of any Sophia course is prohibited for all students under the age of 13 years."

PUTNAM CO SCHOOL DISTRICT 2 (Cookeville, TN)

Edgenuity Inc. Representative

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

Nancy Smith
 Account Executive, TN
 nancy.smith@edgenuity.com
 407.579.7030

Thank you for your business.

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

The Interlocal Purchasing System

"Specializing in the Management of High Quality Cooperative Procurement Solutions to Reduce Costs and Mitigate Risks!"



Vendor Profile

Print Date 1 July 2019

Edgenuity Inc

www.edgenuity.com

[EMAIL PO & VENDOR QUOTE TO: TIPSP0@TIPS-USA.COM >](mailto:TIPSP0@TIPS-USA.COM)
[PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER >](#)
[ATTACH PO AS A PDF - ONLY ONE PO \(WITH QUOTE\) PER ATTACHMENT](#)

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	8860 E. Chaparral Road,	NAME Meredith Barton
CITY	Scottsdale	PHONE (866) 839-8477
STATE	AZ	FAX (866) 839-8472
ZIP	85250	EMAIL tips@tips-usa.com

HUB No

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE No

Founded in 1998, Edgenuity Inc. is a leading provider of online and blended learning solutions, offering a comprehensive suite of K-12 digital curriculum. We partner with elementary, middle, and high schools nationwide to deliver core courses, credit recovery, intervention, supplemental

SERVING STATES

AK | AR | FL | ID | IN | KY | LA | MN | NE | SC | TN | UT | WY

AWARDED CONTRACTS CFV (Call For Verification)

Contract	Comodity	Exp Date	EDGAR
180306	Technology Solutions Products and Services (2)	05/26/2020	Yes
170306	Technology Solutions, Products and Services	05/26/2020	CFV

CONTACTS BY CONTRACTS

170306

Lynette McVay	Director of School	(480) 675-7284	bids@edgenuity.com
Paul Mojica	Business Analyst	(480) 675-7284	rfps@edgenuity.com

180306

Lynette McVay	Director of School	(480) 675-7284	bids@edgenuity.com
Paul Mojica	Business Analyst	(480) 675-7284	rfps@edgenuity.com



Putnam County Board of Education
Agenda Request

DATE: July 11, 2019

DEPARTMENT: Coordinated School Health/Student Services

PERSON SUBMITTING: Melanie Bussell

ACCOUNT NUMBER (if appropriate): N/A

CHECK ONE:

Backup included

Backup to follow

Statement to be included in board agenda packet:

*to document essential o
assurances and related
information pertaining
to Coordinated School Health
Initiative*

Requesting the approval for the attached MOU between the Tennessee Department of Education and Putnam County Schools for the 2019-2020 fiscal year in the amount of \$155,000.00 to be paid for from granted state funds.

Melanie Bussell

Signature of Person Making Request

7/12/2019

Date

[Signature]

Signature of Director of Schools

7-22-2019

Date

What For?

received
07-22-19
[Signature]

**Memorandum of Understanding between the
Tennessee Department of Education
and
Putnam County Schools
FY 2019-20**

This Memorandum of Understanding ("MOU"), by and between the Tennessee Department of Education (TDOE) and Putnam County Schools hereinafter referred to as the local education agency, "LEA," is to document essential assurances and related information pertaining to the Coordinated School Health initiative.

The LEA is a local education agency or school system within the State of Tennessee and has been awarded **\$155,000.00** for the purpose of developing and maintaining the Coordinated School Health initiative (tn.gov/education/health-and-safety/coordinated-school-health) in **Putnam County Schools**.

SCOPE OF SERVICES

The LEA agrees to administer, under the direction of the TDOE, the Coordinated School Health Initiative in accordance with guidelines set forth in the ePlan policy and procedures for requesting discretionary funds, applicable State and/or Federal laws, rules, and regulations pertaining to appropriately documenting and requesting State funds and assurances listed below:

State Board Standards and Guidelines for Coordinated School Health:

1. District CSH Application
2. Matching Funds Clarification
3. Scope of Services
4. Signature Page
5. Budget

The LEA agrees to comply with all provisions of state and federal laws or regulations, including the provisions regarding the collection or release of any student data as well as the administration of any student health screenings or student surveys, and required parental notifications and approvals for the following laws:

- Family Educational Rights and Privacy Act (FERPA),
- Protection of Pupil Rights Amendment (PPRA),
- Health Insurance Portability and Accountability Act (HIPAA),
- Tennessee Data Accessibility, Transparency and Accountability Act of 2014 (Chapter 905 of the Public Acts of 2014), and
- Chapter 1013 of the Public Acts of 2014.

PAYMENT TERMS AND CONDITIONS

In no event shall the maximum grant reimbursement under this MOU exceed the amount established above. This amount includes, but is not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the LEA.

Payment Methodology

Requests for reimbursement for the aforementioned State/Federal program will be processed through the ePlan system which is incorporated herein by reference.

TERMS AND CONDITIONS

Modification and Amendment

This program may be modified only by a written amendment executed by all parties hereto and approved by the appropriate program managers in accordance with applicable State and/or Federal laws, rules, and regulations.

TDOE Liability

The TDOE shall have no liability except as specifically provided in this MOU.

Completeness

This MOU is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This MOU supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

Subject to Funds Availability

This MOU is subject to the appropriation and availability of State funds. In the event funds are not appropriated or are otherwise unavailable, the TDOE reserves the right to terminate the MOU upon written notice to the LEA. Said termination shall not be deemed a breach of the MOU by the TDOE and the LEA shall have no right to recover from the TDOE any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

Monitoring/Audits

For purposes of monitoring or auditing under this MOU, the TDOE and LEA shall make available State and/or Federal personnel authorized by law or otherwise, all records, books, documents, and other evidence pertaining to this MOU, as well as appropriate administrative and/or management personnel who administer the program.

COMMUNICATIONS AND CONTACTS

All instructions, notices, consents, demands, or other communications required or contemplated by this MOU shall be in writing and shall be made by electronic communication through the internet addressed to the respective party at the appropriate email address as set forth below or to such other party as may be hereafter specified by written notice.

The State Agency

Melisa Fuhrmeister, State Director
Office of Coordinated School Health, 10th Floor
Tennessee Department of Education
710 James Robertson Parkway
Nashville, Tennessee 37243
(615) 532-9512 Office
(615) 532-5303 Fax
Melisa.Fuhrmesister@tn.gov

LEA Representative

Mr. Jerry Boyd
Director of Schools
Putnam County School
1400 East Spring Street
Cookeville, TN 38506-4313

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery at the receiving location.

Agreed:

Director of Schools

Date

State Director

Office of Coordinated School Health

Date

Putnam County Board of Education Agenda Request



Name of Person Making Request: Corby King

Department: Deputy Director

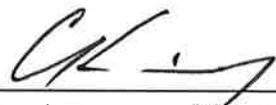
Phone Number of Person Making Request: (931) 526-9777

Account Funding Code (if appropriate)
141-72130-399-02118

Backup included

Backup to follow

Please consider approval to enter into a contract with Ident-A-Kid Visitor Management System, 1780 102nd Ave N, Suite 100, St. Petersburg, FL, 33716, for the 2019-20 school year to be paid from the Safe Schools Grant funding code 141-72130-399-02118 in the total amount of \$27,642.28, as submitted.



Signature of Person Making Request 7/22/19
Date

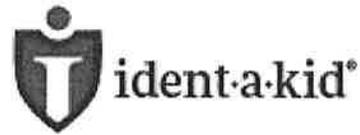


Signature of Director of Schools 7-23-19
Date

received
07-23-19


Company Address:
Ident-A-Kid
1780 102nd Ave N., Suite 100
St. Petersburg
FL
33716

Tel: 800-890-1000 option 4



Quote for:
Corby King
Putnam County School System
1400 East Spring St.
Cookeville
TN
38506
kingc11@pcsstn.com

Quote name: Putnam County School System-Software
with PowerSchool Quote

Quote date: 17 Jul 2019

Quote reference: IDE-1563403951

Description Of Work

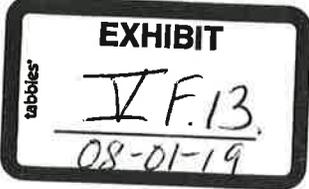
19- One (1) Year Licenses for 4.0 Enterprise Level Version of Ident-A-Kid's Visitor Management System
19- Student and Visitor Starter Package-Includes: Optical 2D Drivers License Scanner, 2 Dymo Single Printers, 7
Rolls of Visitor Labels, 3 Rolls of Tardy
Passes, 3 Door/Window Stickers
Power School API Connection for all 19 Schools
Remote Training 5 Sessions
Shipping

Name	Quantity	Gross Amount	Gross Total
6110 Enterprise Edition Lic - 1 yr	19	\$420.00 each	\$7,980.00
Student and Visitor Starter Package with Webcam	19	\$710.00 each	\$13,490.00
6310 API/SIF Integration	2	\$500.00 each	\$1,000.00
API/SIF Integration Credit	1	(\$1,000.00) each	(\$1,000.00)
6315 PowerSchool	11900	\$0.50 each	\$5,950.00
One Hour of Remote Training	5	\$100.00 each	\$500.00
Training Credit	1	(\$500.00) each	(\$500.00)
Shipping	1	\$222.28 each	\$222.28

Terms and Conditions

Total **\$27,642.28**

Estimate valid for 30 days. Prices subject to change.
Jason Milne Senior Account Manager
Jason.Milne@identakid.com 919-896-9413



Putnam County Board of Education Agenda Request

Name of Person Making Request: Kim Bradford

Department: Transportation

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

Account Funding Code (if appropriate)

Backup included

Backup to follow

Requesting approval to enter into contract with Cintas – 3400 Briley Park Blvd N, Nashville Tn 37207 -- for the 2019-20 school year to be paid from funding code 141-72710-329 in the total weekly, amount of \$51.65, as submitted.

for work uniforms

<u>Kim Bradford</u>	<u>7/23/19</u>
Signature of Person Making Request	Date
<u>[Signature]</u>	<u>7-23-2019</u>
Signature of Director of Schools	Date

OK → [Signature] 7/23/19

received
07-23-19
SK



READY FOR THE WORKDAY

Item	Quantity	Price
259 Polos (Orlando)	11	.30
935 (Techs)	22	.17
270 Cargo Pants	27	.25
370 Cargo Shorts	6	.25
Jackets	3	.30
Uniform Advantage	69	.08
Emblem Advantage	36	.09
Prep Advantage	69	.05
3x5 Mat	1	3.00
3x10 Mat	2	5
Shop Towels	100	.09
Lost Replacement Towels	5	.25
	Service Charge	0
	Total	51.65

No price increase through the US Communities agreement with Cintas through 2023.



3400 Briley Park
Blvd N, Nashville,
TN 37207
FACILITIES
SOLUTIONS
AGREEMENT

Location No. 51

Contract No. _____
Customer No. _____

Main Corporate
Code → 50716
Tile & Carpet
Corporate Code
→ 50717

Date _____

Customer/Participating Agency Putnam County School System Phone 931-526-9342
Address 1400 E Spring Street City Cookeville State TN Zip 38506

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
259	Performance Pocket Polo	0.3
935	Comfort Shirt	0.17
270	Cargo Pants	0.25
370	Cargo Shorts	0.25
970	Jacket	0.35

This agreement is effective as of this date September 7th 2019, for a minimum term of 36 months. Agreement to be reviewed yearly for renewal. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement. Any negotiations of price, terms or discounts must be approved by Putnam County School System, with any such changes taking effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) US City Average.

- Emblem Advantage \$.09 ea Prep Advantage \$0.05
- Uniform Advantage \$.08 ea • Embroidery N/A
- COD Terms \$ N/A per week charge for prior service (if Amount Due Is Carried to Following Week)
- Credit Terms – Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item _____ % of Inventory \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory \$ _____ Ea.
- Minimum Charge \$.35 per delivery.
- Make-Up charge \$ 0 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.)
- Seasonal Sleeve Change \$.12 per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
Shop towel container \$ _____ per week.
- Artwork Charge for Logo Mat \$ 0
- Uniform Storage Lockers: \$ 0 ea/week, Laundry Lock-up: \$ _____ ea/week Shipping: \$ _____
- Service Charge
- This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge
-

FACILITY
SERVICES
PRODUCTS

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	2169	Shop Towels	weekly	100	0.09
	84335	3x5 Mat	weekly	1	3
	84035	3x10 Mat	weekly	2	5

*Indicated bundled items/services

Initial and check box if Unilease. All Garments will be cleaned by customer

Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.

Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: _____

By: _____

Title: _____

Accepted-GM: _____ Email: _____

CUSTOMER:

Please Sign Name _____

Please Print Name _____

Please Print Title _____

US Communities Participating Public Agencies Terms

SIGN HERE

Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

Master Agreement available at www.uscommunities.org

Supplier General Service Terms Section

- Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, Inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
- Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
- Garments' Lack of Flame Retardant Or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
- Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

5 **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one time preparation fee indicated on Exhibit A. Customer shall not pay Company any one time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.

6 **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.

7 **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company

8 **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.

9 **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.

10 **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:

11 If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.

12 If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service

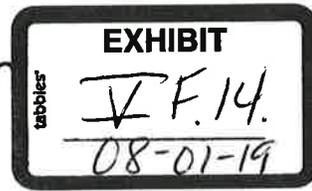
13 If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.

14 If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.

15 Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

*Contract
for
2019-
2020
School year
July 1, 2019 -
June 30, 2020*

Putnam County Board of Education Agenda Request



Name of Person Making Request: Corby King

Department: Deputy Director

Phone Number of Person Making Request: (931) 526-9777

Account Funding Code (if appropriate)
141-72130-399-02118

Backup included

Backup to follow

Please consider approval to enter into a contract with STOPit Solutions.
101Crawfords Corner Road, Suite 4-1059, Holmdel, NJ 07733.
STOPit is an anonymous reporting tip line for bullying, harassment, and
violence or threats.
To be paid from Safe Schools Grant funding code 141-72130-399-02118
in the amount of \$7,475.00 for the 2019-2020 school year.

 _____ Signature of Person Making Request	<u>7/23/19</u> _____ Date
 _____ Signature of Director of Schools	<u>7-23-2019</u> _____ Date

received
07-23-19




Order Form for: Putnam County Schools
 Proposed by: Chris Salomon
 Vertical: K-12

ORDER FORM

Billing Information

Bill To: Putnam County Schools
 Address: 1400 East Spring Street
 City: Cookeville
 State: TN
 Zip Code: 38506

Billing Contact

Name:
 Title:
 Email:
 Phone:

Shipping Information

Address: 1400 East Spring Street
 City: Cookeville
 State: TN
 Zip Code: 38506

of Elementary Schools: 11
 # of Middle Schools: 4
 # of High Schools: 4

STOPit promotional materials, including posters, will be shipped to this address.

Account Administrator

Name: Corby King
 Title: Deputy Director
 Email: kingc11@pcsstn.com
 Phone: (931) 525-4701

Upon signature, your Account Administrator will receive an e-mail to log in to and set up your account.

Terms and Conditions

Contract Start Date: 08/05/2019
 Contract End Date: 08/04/2020
 Payment Terms: Net 30

Products

Product	Description	Quantity	Price
STOPit Platform	STOPit Subscription Licenses (Annual Fee)	11,500	USD 7,475.00
Setup & Training	STOPit Online Setup, Training, & Posters (One-Time Fee)	1	USD 0.00
			USD
		Total	USD 7,475.00

Sales or Use Tax, if applicable, will be applied to your invoice total.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase/payment of the products on this Order Form?

No Yes

If yes, complete the following:

PO Number: PO Amount:



Quote

Created By Chris Salomon

Created Date 7/23/2019

Contact Name Corby King
Title Deputy Director

Account Name Putnam County Schools, TN
Billing Address 1400 East Spring Street
Cookeville, Tennessee 38506
United States

Phone (931) 525-4701

Email kingc11@pcsstn.com

Product	Quantity	Sales Price	Total Price
K-12 Subscription Licenses (Annual Fee)	11,500.00	\$0.65	\$7,475.00
Grand Total			\$7,475.00

Terms

Expiration Date 8/31/2019

Payment Terms: Net 30 Days

Payment Options: Purchase Order, Check, Credit Card, PayPal

All fees state in USD. Applicable taxes are additional.

The STOPit Platform Includes:

- Access to STOPit App & Web App for Subscribers
- Access to STOPit Admin incident management system
- Support Center, Launch Materials, & Training Videos

Setup & Training Includes:

- STOPit Posters for each location
- Online setup for your team
- Online training for your team

Ongoing Support Includes:

- Customer Support via Chat/Email/Phone
- Assigned Customer Success Representative
- Free updates for STOPit App, Web & Admin

Next Steps

Please contact your STOPit representative and we will send our Order Form and Agreement (if applicable) for execution via DocuSign.

STOPit SUBSCRIBER AGREEMENT

This Subscriber Agreement (this "Agreement") is made effective as of _____, ("Effective Date"), by and among Inspirit Group, LLC, d/b/a STOPit, a Delaware limited liability company, having its principal place of business at 101 Crawfords Corner Road, Suite 4 105-R, Holmdel, New Jersey 07733 ("STOPit"), and Putnam County Schools, having its principal place of business at 1400 East Spring Street Cookeville TN 38506 ("Subscriber").

1. **STOPit Platform and Services.** Pursuant to the terms of this Agreement, which govern STOPit's provision and Subscriber's use of the STOPit software platform: (i) STOPit shall provide online access to, and allow Subscriber and an unlimited number of Subscriber's employees and contractors to use STOPit ADMIN; and (ii) Subscriber will have the right to authorize that number of individuals associated with its organization ("Users"), as specified in an order form submitted by Subscriber ("Order Form"), to access, download and use the STOPit application ("Application"). STOPit ADMIN and the Application are referred to as the "STOPit Platform." Subscriber may elect to utilize one or more services provided by STOPit in conjunction with Subscriber's use of the STOPit Platform, as specified in the STOPit Services Rider and on an Order Form.

2. **Restrictions and Limitations.** Subscriber shall not, and shall not allow any third party, including any employee, contractor or User, to use the STOPit Platform for any purpose other than its intended purpose, without violating any applicable laws or regulations or the rights of any person, and, with respect to the Application, pursuant to STOPit's online Application Terms of Use. Subscriber agrees that: (i) unless specifically written in the STOPit Services Rider, the provision, operation and quality of certain services available via the Application ("Application Features") will be the sole and exclusive responsibility of Subscriber; (ii) unless specifically written in the STOPit Services Rider, STOPit will have no responsibility for the actual provision, operation, quality or response time of any such services provided by Subscriber via any Application Features; (iii) the ability to use certain Application Features will depend on various technical factors, such as the availability and quality of third party network services, which are not within STOPit's control and for which STOPit shall have no responsibility; (iv) unless specifically written in the STOPit Services Rider, STOPit will not review any of the reports generated by the Application or monitor Subscriber's use of STOPit ADMIN; (v) it is the sole responsibility of Subscriber to verify the accuracy and reliability of such reports, and Subscriber shall take timely, commercially reasonable and appropriate actions in response to the reports; (vi) STOPit owns all right, title and interest in and to the STOPit Platform and all related technology and content developed or generated by or for, or acquired by, STOPit.

3. **Fees and Payment.** Subscriber shall pay all fees, based on the number of Users, and other expenses (collectively, "Fees"), as specified in the Order Form, within 30 days from the date of STOPit's invoice. Subscriber will be charged all Fees regardless of whether or not a particular User chooses to use the Application. If Subscriber fails to pay any Fees when due, STOPit may suspend access to the STOPit Platform.

4. **Compliance with Laws, Privacy, Data and Confidentiality.** Each party represents and warrants that, in providing or making any use of the Service, it shall comply with all state, provincial and federal laws, regulations and rules that apply to it, including those regarding the transmission, collection, storage or protection of personal information and data via the Application, including, without limitation, the Children's Online Privacy Protection Act and the Family Educational Rights and Privacy Act. Upon termination or expiration of this Agreement, STOPit shall have the right to delete any identifiable data or personal information that may be residing on the STOPit Platform using the highest commercial measures to protect against its unauthorized access or use. Prior to STOPit's deletion of any such data or personal information, STOPit shall provide Subscriber with written notice of such deletion, and upon the written request of Subscriber, STOPit shall, to the extent allowed by law provide a full download of incident related data to Subscriber in a mutually agreed format. In no event shall STOPit delete any such data or personal information (i) that is required to be maintained by law; or (ii) until 60 days have passed since STOPit provided Subscriber with written notice of such deletion. STOPit shall have the right to maintain all organizational and incident metadata for use in statistical reporting and analysis, and to retain any data as may be required by law. Each party shall use reasonable care to safeguard the confidentiality of the other party's non-public information disclosed to it. STOPit's non-public information includes all information regarding the STOPit Platform and all financial terms. Subscriber acknowledges that STOPit is unable to guarantee absolute security of data or confidential information and that STOPit has no liability to Subscriber for any unauthorized access or use of such data or information by a third party, or the corruption, deletion, destruction or loss thereof.

5. Term and Termination. This Agreement commences on the Effective Date and, unless terminated as set forth herein, continues for such period as set forth in the Order Form. Except as otherwise written in the Order Form, this Agreement shall automatically renew for an additional term of one (1) year ("Renewal Term") at STOPit's then-current rates, unless either party gives the other party notice of non-renewal at least ninety (90) days prior to the end of the then current term. To the extent necessary, prior to the commencement of any Renewal Term the parties will amend an Order Form to reflect the new number of subscribers and corresponding fees for such Renewal Term. A party may terminate this Agreement for cause upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. Subscriber may terminate this Agreement for convenience subject to 60 days prior written notice. However, subscriber acknowledges and agrees that the fees payable in consideration for subscribers' rights under this Agreement are deemed earned and will not be refundable.

6. Warranty Disclaimer. STOPit DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. STOPit DOES NOT WARRANT THAT THE STOPit PLATFORM WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. STOPit DOES NOT WARRANT THAT USE OF THE STOPit PLATFORM OR THE STOPit SERVICES WILL PREVENT OR END ANY PARTICULAR INCIDENT OF INAPPROPRIATE CONDUCT. UNLESS SPECIFICALLY WRITTEN IN THE STOPIT SERVICES AGREEMENT, IT IS SUBSCRIBER'S SOLE RESPONSIBILITY TO REVIEW ALL SUCH REPORTS, JUDGE THEIR ACCURACY AND TAKE ANY AND ALL APPROPRIATE ACTIONS.

7. Indemnification. Each party ("Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and its directors, officers, employees, agents, contractors and third party vendors (collectively, "Indemnified Parties"), from any loss, claim, liability, damage, judgment, award, cost or expense (including attorneys' fees) of any kind (collectively, "Losses") incurred or sustained by them in any action, suit, claim or proceeding of any kind brought by any person or entity (collectively, "Claims") related to or arising from any breach of the Indemnifying Party's obligations under this Agreement.

8. Limitation of Liability. IN NO EVENT SHALL STOPit, OR STOPit's DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE TO SUBSCRIBER OR USERS FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, EVEN IF STOPit HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL STOPit OR STOPit's DIRECTORS', OFFICERS' OR EMPLOYEES' LIABILITY TO SUBSCRIBER OR USERS EXCEED THE AMOUNT PAID BY SUBSCRIBER TO STOPit UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE CLAIM.

9. General Provisions. Except for obligations to make payments, neither party is responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its control. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification of this Agreement shall be effective unless set forth in a writing signed by the parties. This Agreement shall be governed by the laws of the State of New Jersey. Each party consents to exclusive jurisdiction of the state and federal courts located in Essex County, New Jersey and waives any right to a jury trial in connection with any claim related to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

INSPIRIT GROUP, LLC d/b/a STOPit

By: _____

Name:

Title:

By: _____

Name:

Title:

PUTNAM COUNTY SCHOOL SYSTEM
BOARD AGENDA REQUEST



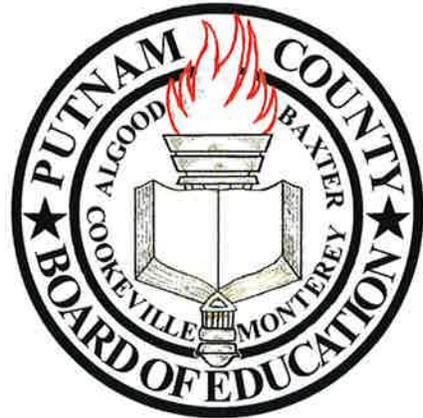
Date: July 23, 2019

Department: Technology

Person Submitting: Johnny Sloan

Account Number (if appropriate) note below

[Empty box for account number]



Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Request approval of a \$20 monthly stipend for cell phone usage for the the 2019-20 school year per Policy 3.3001, Use of Cellular Phones, to be paid from 141-72250-199 for the following Technology employees: Jimmy Watkins, David Arney, and Michael McCarver.

NOTES:

[Empty box for notes]



07-24-19
SL



PCSS Board Agenda Request

Date: July 18, 2019

Department: VITAL-Teaching and Learning

Person Submitting: Sam Brooks

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

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of the Instructure Services Agreement between Instructure, Inc. - Salt Lake City, Utah and Putnam County School System for professional services, as submitted for the 2019-2020 school year to be paid from General Funds in cooperation with the National IPA #R150702 agreement for a total of \$20,000.


received
07-26-19


Sam Brooks
Personal Learning Supervisor
Putnam County School System
1400 East Spring Street
Cookeville, TN 38506
(931) 528-2176

Instructure, Inc. -

Consider approval of the Instructure Services Agreement between Instructure, Inc. - Salt Lake City, Utah and Putnam County School System for professional services, as submitted for the 2019-2020 school year to be paid from General Funds in cooperation with the National IPA #R150702 agreement for a total of \$20,000.

Sam J. Brooks



Invoice

Instructure, Inc.

6330 South 3000 East, Suite 700

Salt Lake City, Utah 84121

United States

ar@instructure.com 801-869-5000

Date	Invoice #
26-Jun-2019	INV340239

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

Remit ACH/Wire:
 Silicon Valley Bank
 ABA: 121140399
 Account: 3300926617
 International Swift: SVBKUS6S

Remit Check:
 Dept CH 16968
 Palatine, IL 60055-6968

Terms	Due Date	Ordered By	PO #	Sales Rep
Net 30	26-Jul-2019	Sam Brooks	National IPA #R150702	437 Grow, Brian

Description	Start Date	End Date	Qty	Unit Price	Amount
Canvas Cloud Subscription	01-Jul-2019	30-Jun-2020	5,000	\$4.00	\$20,000.00

Subtotal	\$20,000.00 USD
Tax Total @ rate of 0 %	\$0.00 USD
Total	\$20,000.00 USD
Amount Applied	\$0.00 USD
Amount Due	\$20,000.00 USD

INSTRUCTURE

Services Order Form

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

Order #: Q-77777-3
 Date: 5/3/2019
 Offer Valid Through: 5/31/2019

Order Form For Putnam Co School District - TN

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

Order Information
 Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: _____
 Email: _____
 Phone: _____

Primary Contact

Name: Sam Brooks
 Email: brookss4@pcsstn.com
 Phone: (931) 528-2176

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2019	6/30/2020	User	5,000	USD 4.00	USD 20,000.00
Recurring Sub-Total						USD 20,000.00
Year 1 Total						USD 20,000.00
Grand Total:						USD 20,000.00

Subscription	Metric	Description
Canvas	User	Canvas K-12 subscription based on the number of full-time or part-time users (students, teachers, administrators) per year.

Duration: Instructure may begin providing the services on the later of: (i) ninety (90) days prior to the earliest start date; or (ii) the date of the last signature on this Order Form ("Effective Date"). Notwithstanding the foregoing, any third-party content purchased under this order form will be made available on the applicable start date listed above.

Miscellaneous: Instructure's support terms are available as follows:
 Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>
 Bridge: <https://www.getbridge.com/support-terms>

PURCHASE ORDER INFORMATION

Is a Purchase Order required for the purchase or payment of the products on this order form?

Please Enter (Yes or No): _____
If yes, please enter PO Number: _____

TAX INFORMATION

Check here if your company is tax exempt: _____
Please email any/all exemption certifications to ar@instructure.com.

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions

Putnam Co School District - TN

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

Instructure, Inc.

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



Reid, Sharon <reids2@pcsstn.com>

Canvas Instructure Learning Management System Board Approval - 2019-2020

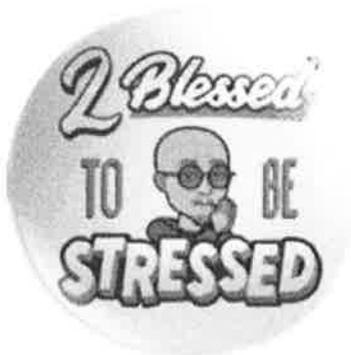
1 message

Brooks, Sam <brookss4@pcsstn.com>
To: Sharon Reid <reids2@pcsstn.com>
Cc: Brenda Reed <reedb3@pcsstn.com>

Fri, Jul 26, 2019 at 12:25 PM

Ms. Sharon,

Attached is the documentation for school board approval of the Canvas LMS MOU and Contract 2019-2020



Sam Brooks Personal Learning Supervisor, Putnam County Schools

Phone: 931-528-2176
Mobile: 931-260-7873
Email: brookss4@pcsstn.com
Website: http://vital.pcsstn.com
Address: 1400 East Spring Street



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Canvas Instructure Board Approval 2019-2020 (not signed).pdf
185K

<h1>Putnam County Board of Education</h1>			
Monitoring: Click here to enter text.	Descriptor Term: <h2 style="text-align: center;">Purchasing</h2>	Descriptor Code: 2.805	Issued Date: 08/01/19
		Rescinds: 2.805	Issued: 08/06/15

1 **GENERAL**

2 The school system will purchase competitively and seek maximum educational value for every dollar

3 Expended. Authorization to purchase shall be provided by the Board. The director of schools **or his/her**
 4 **designee** shall serve as purchasing agent for the system-wide purchasing. Principals shall serve as
 5 purchasing agents for individual schools

6 Purchases made by anyone not authorized by the appropriate officials shall become the personal
 7 responsibility of the persons making the purchase agreement. The Board will not, under any
 8 circumstances, be responsible for payment for any material or supplies purchased by unauthorized
 9 individuals or in an unprescribed manner.

10 No school shall be obligated to pay for any expenditures made by a student, a teacher or by any other
 11 employee unless he/she first receives a written purchase order from the proper office or unless prior
 12 written permission or arrangements are made with the principal.

13 The Board will purchase locally whenever other conditions are comparable.

14 **INDIVIDUAL SCHOOLS**

15 The director of schools must approve the following purchases:

- 16 • A single piece of equipment costing more than ten thousand dollars (\$10,000.00);
- 17 • One that is to be attached to or one that requires alteration of the building; or
- 18 • One that will become a permanent fixture.

19 **CENTRAL OFFICE**

20 *Routine Purchases*

21 Routine purchases shall include expenditures for supplies, salaries, and routine expenditures required
 22 for the operation of the school system. These expenditures shall be anticipated and provided for in the
 23 budget and will normally be authorized by the Board at the beginning of the fiscal year. The director of
 24 schools shall make all routine purchases without further Board authorization; however, the Board shall
 25 be promptly informed if any substantial variation from budgeted estimates becomes necessary.

26 *Special Purchases*

1 Special purchases are those which are not routine and which may or may not be specifically identified
2 by line item in the budget. Examples of special purchases are all capital expenditures such as for
3 vehicles, buildings, major contracts, purchase of major equipment, items for long-term use and
4 supplies of an unusual quantity or nature. All purchases in this category shall require specific prior
5 Board approval on an item-by-item basis. In its approval, the Board may place constraints on the
6 director of schools requiring Board evaluation and/or approval at various steps in the procurement
7 process. This will be determined by the Board on an individual basis depending on the nature of the
8 procurement action.

9 *Emergency Purchases*

10 Emergency purchases are those which are necessary to avert hazards which threaten health or safety, to
11 protect property from damage or to avoid major disruption of educational activities. If within
12 budgetary limits and deemed essential, emergency purchases may be made by the director of schools.

13 However, if the purchase is of such significant magnitude as to impact on the integrity of the budget,
14 the chairman shall call a special or emergency meeting of the Board to deal with the matter. In any
15 event, the Board shall be advised promptly of all emergency purchases

16 *Purchasing of Surplus Property*

17 The director of schools and other employees designated by the Board shall be authorized to act for the
18 Board in acquiring federal surplus property through the Tennessee General Services Department for
19 surplus property and in entering into agreements, certifications and covenants of compliance
20 concerning the use of federal surplus property.

21 Further, the director of schools is authorized to purchase any needed items through suppliers approved
22 on the state bid list.

23 *Cooperative Purchasing*

24 The Board, at its option, will join in cooperative purchasing with other school systems to take
25 advantage of lower prices for bulk purchasing and to reduce the cost involved in bidding whenever
26 such buying appears to be to the benefit of the system.

27 *Purchasing with Federal Grant Funds*

28 Before grant funds are obligated or expended, the director or his designee shall review the cost of a
29 proposed expenditure and determine if it is an allowable use of federal grant funds. The director will
30 minimize the time that elapses between the transfer and disbursement of funds once an expenditure is
31 approved.

32 No person officially connected with or employed by the school system may participate in the selection,
33 award or administration of a contract supported by a federal award if he or she has a real or apparent
34 conflict of interest. A real or apparent conflict of interest arises when the employee, officer, or agent or
35 any member of his or her immediate family, or his or her partner, or an organization which employs or
36 is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible
37 personal benefit from a firm being considered for a contract. Upon discovery of any potential conflict,
38 the director shall disclose the potential conflict to the federal awarding agency in writing.

39 *Centralized Purchasing*

1 All school system purchases, excluding purchases made by individual school accounts, will be
2 authorized by the Finance Department. The Finance Department will have centralized purchasing
3 authority to either authorize or prohibit all purchases.

Legal References

Cross References

1. TCA 49-2-206(3); TCA 6-36-115

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Putnam County Board of Education

Monitoring: Click here to enter text.	Descriptor Term: <b style="text-align: center;">Student Activity Funds Management	Descriptor Code: <b style="text-align: center;">2.900	Issued Date: <b style="text-align: center;">08/01/19
		Rescinds: <b style="text-align: center;">2.900	Issued: <b style="text-align: center;">01/10/08

- 1 *Individual Schools*
- 2 The activity funds of each school shall include athletic and student organization funds and any other
- 3 fund belonging to any student group, class or activity.
- 4 Whatever the source, all student activity funds shall be under the jurisdiction of the Board and under
- 5 the specific control of the school principal. Contracts with fund-raising agencies must comply with
- 6 board policy and be approved in writing by the principal.
- 7 Principals and/or sponsors who knowingly authorize/allow unapproved fund-raising activities shall be
- 8 subject to disciplinary action.
- 9 Student activity funds shall be deposited in respective school activity accounts. Proper records of
- 10 receipts and disbursements shall be maintained in accordance with the *Tennessee Internal School*
- 11 *Uniform Accounting Policy Manual.*
- 12 Revenue raised for specific purposes must be expended for that purpose, unless otherwise authorized
- 13 in writing by the activity group sponsor, the principal or the Board.
- 14 A faculty restricted account may be established at the school level for non-educational purposes. The
- 15 school principal is the sole sponsor of this account. All purchases must be initiated and approved by
- 16 the principal of the school. Approved uses of these funds to include bereavement, award recognition,
- 17 employee morale or banquets. Sources of revenue for this account include donations and faculty
- 18 vending. Donations from school support organizations or transfers from other school accounts to this
- 19 account are strongly discouraged. The school is subject to an audit finding if the auditor deems the
- 20 revenue to be an unacceptable source of income for the account. The account shall be subject to the
- 21 same restricted account criteria referenced in the Tennessee Internal School Uniform Accounting
- 22 Policy Manual. Any group of persons raising money for this purpose cannot be considered a "school
- 23 support organization". All funds collected for this purpose must be deposited into the school's bank
- 24 account and accounted for within the school's financial records.
- 25 An annual audit of the account and records of all student activity funds shall be conducted as a part of
- 26 the audit of all other district funds.
- 27 Any unencumbered class or activity funds automatically revert to the general activity fund of the
- 28 school when a class graduates or an activity is discontinued.
- 29 Funds derived from activities sponsored by parent-teacher associations, parent-teacher organizations or
- 30 other support organizations are not subject to this policy, unless such funds are in sole custody of the
- 31 school.

Version Date: July 24, 2019

Recommended as submitted by Mr. M. Melancon

received
07-23-19

Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 4-26
2. TCA 49-2-110©(d)
3. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 5-25
4. TCA 49-2-112(a)
5. TCA 49-2-110(e)

Cross References

Student Solicitations/Fund-Raising 6.701

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DRAFT AIA Document B101™ - 2017

EXHIBIT
VII A.
08-01-19

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«Putnam County School System»
«1400 East Spring St.
Cookeville, TN 38506»
«Telephone Number: 931-526-9777»
«»

and the Architect:
(Name, legal status, address and other information)

«Upland Design Group, Inc.»
«P. O. Box 1026
362 Industrial Blvd. (38555)
Crossville, TN 38557»
«Telephone Number: 931/484-7541»
«Fax Number: 931/484-2351»

for the following Project:
(Name, location and detailed description)

«New Putnam County Elementary School» [PreK-4 or PreK-8]
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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08-01-19
[Signature]

TABLE OF ARTICLES

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- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

New Elementary School [Possibly PreK-4 or PreK-8]

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« » TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« » TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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« Based on a program developed for either a PreK-4 or PreK-8 school depending of site suitability and Budget constraints.»

.2 Construction commencement date:

« TBD »

.3 Substantial Completion date or dates:

« TBD »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: TBD for a method where the general contractors are prequalified to bid. (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« »

« »

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Deleted: § 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (11)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

«Mr. Jerry S. Boyd»
«» Director of Schools
Putnam County Board of Education
931-525-4701

«»
«»
«»
«»

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Deleted: § 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(Jerry Boyd, Director of Schools, Putnam County Board of Education,) and John Magura, Supervisor of Maintenance.

« »

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§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« » TBD « »

« »

« »

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« »
« »

.2 Surveyor

« » TBD « »
« »
« »
« »
« »

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

« » TBD « »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Kim Allen Chamberlin»
«»
«»
«»
«»
«Email Address: kchamberlin@uplanddesigngroup.com»

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(Maffett Loftis; others TBD.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« » TBD « »
« »
« »
« »
« »

.2 Mechanical Engineer:

« » TBD « »
« »
« »
« »
« »

.3 Electrical Engineer:

« » TBD « »
« »
« »
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« »

§ 1.1.11.2 Consultants retained under Supplemental Services:

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§ 1.1.12 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. ~~but shall not commence providing such services until it receives written notice from the Owner to proceed and has reviewed the site survey, environmental assessment and geotechnical report to be provided by the Owner.~~ The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. ~~The Architect's Project Manager identified in Article 12 of this Agreement is authorized to act on behalf of the Architect with respect to the Project. The Owner shall have the right to approve the selection of the project manager. In the event the Architect elects to change the Project Manager, the Owner shall have the right to approve the selection of the new Project Manager so that the Project Manager assigned to the Project is compatible with the Owner's staff. The Owner and Architect understand and agree that the relationship between the Owner and the Project Manager is a personal relationship and the personalities must be compatible. In the event that any of the Architect Parties fails to properly perform or otherwise hinders the Project's progress, the Architect shall replace such person or entity if reasonably requested by the Owner in writing.~~

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than «\$10,000,000 statutory limits» (\$« ») for each occurrence and «\$10,000,000 statutory limits» in the aggregate for bodily injury and property damage.

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§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « » (\$ «1,000,000,00 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than statutory limits » (\$ « ») each accident, «statutory limits » (\$ « ») each employee, and « » (\$ « ») policy limit.

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§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « » (\$ «1,000,000,00 ») per claim and « » (\$ «2,000,000 ») in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 The insurance required pursuant to Section 2.5 shall contain a provision requiring written notice to the Owner at least 30 days prior to any cancellation, non-renewal, or change in the scope or limits of coverage. The Architect shall submit to the Owner certificates and other proof of such insurance prior to the Architect's performance of services under this Agreement, and thereafter upon renewal or otherwise as requested by Owner, on forms satisfactory to Owner. The Architect's failure to furnish, or the Owner's failure to obtain, such proof of insurance shall not constitute a waiver of the requirement for such insurance, proof of insurance, any other provision of this Agreement or applicable Law.

§ 2.6 The Architect represents that (a) it is currently financially solvent and able to pay its debts as they become due and reasonably expects to remain financially solvent; (b) it reasonably expects to possess sufficient working capital to complete its services and perform its obligations under this Agreement; (c) it possesses experience and expertise in the design, construction and contract administration of projects of similar size, complexity and nature as the Project; (d) it possess sufficient skill, knowledge, experience and ability to timely and properly perform and complete its services and other obligations under this Agreement; (e) it and its consultants are or will be registered or licensed to practice their respective profession as required in the applicable jurisdiction; and (f) the Architect's compensation provided for herein is adequate for its timely and proper performance under the Agreement.

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

Anything notwithstanding in any agreement, it is mutually agreed and understood that a prime consideration in choosing this architect is its expertise in designing schools. Accordingly, it is expected that additional "consultants" will be kept at a minimum, since the architect is expected to have the necessary "in house" expertise to design, furnish and equip a modern fully functional elementary/middle for a county such as Putnam County, Tennessee.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall take minutes of all meetings regarding the Project attended by the Architect and the Owner or Contractor, and shall provide a copy of such minutes to the Owner within seven days of such meeting.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review and confirm with the Owner the program developed for the Project as described in Section 5.1, information of or furnished by the Owner related to the Architect Parties' services and the Project, and all laws applicable to the Architect Parties' services and the Project.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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Deleted: the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. [2]

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner in writing and shall advise and consult with the Owner regarding alternative approaches to design and construction of the Project including environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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§ 3.2.4 In accordance with the Project's requirements and the selections of the Owner, the Architect shall prepare and present for the Owner's written approval a preliminary design illustrating the scale and relationship of the Project components. Upon the request of the Owner, the Architect shall make a presentation to explain the design of the Project to the Owner. If the Owner approves of the preliminary design, the Owner shall provide the Architect with written authorization to proceed with the next phase of the design.

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§ 3.2.5 Based on the Owner's written approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's written approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1

The Architect shall advise and consult with the Owner regarding environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and Budget for the Cost of the Work. The Owner may obtain more extensive environmentally responsible design services under Article 4.

§ 3.2.5.2

The Architect shall consider, and advise and consult with the Owner regarding, the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work. During all phases of the Architect's services under this Agreement, the Architect shall consult with the Owner and obtain the Owner's written approval prior to incorporating any materials, building systems, equipment or components into the design for the Project, based on the Architect's knowledge of, or experience, with the Owner's prior projects designated by the Architect, would be highly unusual or substantially different from the types incorporated into the Owner's prior projects.

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§ 3.2.6

Based upon the Schematic Design Documents, the Architect shall submit to the Owner a written estimate of the Cost of the Work prepared in accordance with Section 6.3. If such estimate is more than the Owner's Budget for the Cost of the Work, the estimate shall include a written statement describing the specific reasons for the deviation and suggesting alternative designs and modifications to bring the Project within the Budget for the Cost of the Work.

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Deleted: The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.7

The Architect shall submit the Schematic Design Documents to the Owner, and the written estimate required pursuant to Section 3.2.6, take any action required under Section 6.5, and request the Owner's written approval thereof. If the Owner approves of the Schematic Design Documents and the written estimate required pursuant to section 3.2.6, the Owner shall provide the Architect with written authorization to proceed with the next phase of the design.

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§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical

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and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

~~§ 3.3.2 Based upon the Design Development Documents, the Architect shall update the written estimate of the Cost of the Work and submit it to the Owner. If such estimate is more than the Owner's Budget for the Cost of the Work, the Architect shall provide a written statement to the Owner describing the specific reasons for the deviation and suggesting alternative designs and modifications to bring the Project within the Budget for the Cost of the Work.~~

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§ 3.3.3

~~The Architect shall submit the Design Development Documents to the Owner, and the written estimate of the Cost of the Work required pursuant to Section 3.3.2 advise and consult with the Owner regarding any changes to the design and modifications approved in the Schematic Design Phase, take any action required under Section 6.5, and request the Owner's written approval thereof. If the Owner approves of the Design Developmental Documents and the written estimate of the Cost of the Work required pursuant to Section 3.3.2, the Owner shall provide the Architect with written authorization to proceed with the next phase of the design.~~

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~~Deleted: The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~

§ 3.4 Construction Documents Phase Services

~~§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's written approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.~~

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor, and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

~~§ 3.4.4 Based upon the Construction Documents, the Architect shall update the written estimate of the Cost of the Work and submit it to the Owner. If such estimate is more than the Owner's Budget for the cost of the Work, the Architect shall provide a written statement to the Owner describing the specific reasons for the deviation and suggesting alternative designs and modifications to bring the Project within the Budget for the Cost of the Work.~~

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§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 ~~procuring the reproduction of Bidding Documents for distribution to prospective bidders;~~
- .2 ~~distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval of Bidding Documents and of the amounts of deposits, if any, received from and returned to prospective bidders;~~
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 ~~The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2018, General Conditions of the Contract for Construction, as modified by the parties thereto in connection with the Project. If the Owner and Contractor modify AIA Document A201-2018, or use other general conditions, those modifications or general conditions shall be enforceable with respect to the Architect's services under this Agreement to the extent they are consistent with this Agreement, or they are approved by the Architect in writing.~~

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations of the Architect shall be consistent with the requirements indicated in and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. If the Owner disagrees with any such interpretation and so notifies the Architect, the Architect shall not implement such interpretation until the underlying issue or dispute has been resolved. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and approved by the Owner in writing.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. However, the Architect shall use its best efforts to advocate the owner's position.

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§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review the Contractor's Application for payment and shall, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to

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payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.4 The Architect shall withhold a Certificate for Payment in whole or in part, as reasonably necessary to protect the Owner, if the Architect's professional judgment, the representation referred in Section 3.6.3.1 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 3.6.3.1. If the Contractor and Architect cannot agree on a revised amount, the Architect promptly will issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect also shall withhold the whole or part of a Certificate for Payment, or, because of subsequently discovered evidence, nullify the whole or part of a Certificate for Payment previously issued, as necessary in the Architect's professional judgment to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts of omissions of others for which the Contractor is responsible pursuant to the Contract Documents, because of

- .1 defective Work not remedied;
- .2 third party claims asserted or reasonable evidence indicating probable assertion of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, or to furnish satisfactory evidence of payment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover damages for the anticipated delay;
- .7 failure of the Contractor to comply with Laws, including requirements with respect to building permits, labor and safety laws and sediment/erosion control or other environmental concerns; or
- .8 failure to carry out the Work in accordance with, or failure to comply with, the Contract Documents.

§ 3.6.3.5 When the above reasons for withholding or nullifying certification have been removed, certification will be made for amounts for which certification was previously withheld or nullified.

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§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to

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rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4

~~The Architect shall review and respond to requests for information ("RFI") about the Contract Documents. The Architect shall set forth, in the Contract Documents, the procedure for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing and furnished to the Contractor and the Owner with such reasonable promptness as to cause no unreasonable delay in the Work or in the activities of the Owner, Contractor or separate contractors, but in no event more than ten (10) business days after the receipt of the request. If appropriate or reasonably requested by the Owner or Contractor, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information, as well as all requests for information and responses thereto.~~

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 ~~Subject to the written approval of the Owner, the Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.~~

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

At Occupancy, the architect shall supply to the owner "as built" drawings showing as close as practicable the exact existing structures, equipment, mechanical and electrical systems and all other items associated with the actual constructed facility.

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§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance, and prepare a punchlist and assist the owner in making any and all necessary warranty claims.

3.6.6.6 If during the course of construction it is determined that the architect left out items that should have been included, or included items that were required to be removed, to the extent the loses and damages are caused by the architect' negligent acts, errors or omissions, the cost of remediation will be born by the architect, unless the owner otherwise agrees in writing.

3.6.6.7 The architect shall assist the owner in negotiating a contract with the general contractor and will provide a suggested contract consistent with the provisions of this contract.

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	NP*
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	Architect**
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	Architect/Contractor
§ 4.1.1.17 Post-occupancy evaluation	Architect ***
§ 4.1.1.18 Facility support services	NP

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect /Owner
§ 4.1.1.22 Security evaluation and planning	Architect /Owner
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	NP

*Architect will provide sufficient different designs to permit the BOE to choose the best facility for this site.
 **Architect will visit the site a minimum to two times per month and more frequently as required by owner.
 ***Architect will inspect facility post occupancy until punch list is fully and finally completed satisfactorily and at the one year anniversary to deal with any warranty or other claims or problems.

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.
(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect

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shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10

~~10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,~~

~~The following shall not be additional services:~~

~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~

~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~

~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~

~~Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~

~~Evaluation of the qualifications of entities providing bids or proposals;~~

~~Assistance to the Initial Decision Maker, if other than the Architect.~~

- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice **as part of the overall compensation and not as additional services.**

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

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- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below ~~not as~~ Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « » (« ~~As needed~~ ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « » (« ~~A minimum of 2 times per month and whenever requested by the owner~~ ») visits to the site by the Architect during construction. ~~Architect will attend all BOE meetings during the term of this contract~~
- .3 « » (« ~~As needed~~ ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « » (« ~~Two~~ ») inspections for any portion of the Work to determine final completion.

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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§ 4.2.5 If the services covered by this Agreement have not been completed within « » (« ~~30~~ ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 ~~The architect and owner, jointly, shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.~~

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§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1

~~For purposes of this Agreement, except as otherwise determined under Section 11.6 for portions of the Project that are designed but deleted or otherwise not constructed, the Cost of the Work shall be the total actual cost paid by the Owner to construct all elements of the Project designed or specified by the Architect and approved in writing by the Owner, including contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. Anything to the contrary notwithstanding, Architect shall be compensated based on the actual cost expended by the owner.~~

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's

budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize

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the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

~~§ 7.6 Anything to the contrary notwithstanding, the Putnam County Board of Education shall be the absolute owner of all drawings, renderings, models, specifications and "as built" drawings and specifications prepared by the architect.~~

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1

~~Anything to the contrary notwithstanding in any agreement, it is mutually agreed and understood that the exclusive jurisdiction and venue to resolve any dispute relative to this agreement or any dispute with respect to this project is in the Chancery Court of Putnam County, Tennessee. The parties may agree to conduct non binding mediation in Cookeville, Tennessee prior to any litigation. Each party shall be responsible for its own fees and costs with respect to the resolution of any dispute. This provision shall supersede and supplant any conflicting provision of any agreement, general condition or any other provision in any document pertaining to this project.~~

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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Deleted: The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

« Zero (0) »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« Zero (0) The Putnam County Board of Education will consult Architect if it decides to reuse the plans in a future construction and negotiate a fee for said use »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

« \$90,000 for schematic design and other design necessary to develop a written estimate of the Cost of the Work anticipated price for the construction and use of the facility »

- .2 Percentage Basis
(Insert percentage value)

« 5% of the actual cost of work as defined in 11.6. The BOE will get credit for the \$90,000 paid from this. »

- .3 Other
(Describe the method of compensation)

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« TBD »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« TBD »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « TBD » percent (« »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase to be completed on or before February 1, 2020 or within 60 days of decision on the scope of the program.	« »	percent (« 20 »	%)
Design Development Phase	« »	percent (« 30 »	%)
Construction Documents Phase	« »	percent (« 25 »	%)
Procurement Phase	« »	percent (« 5 »	%)
Construction Phase	« »	percent (« 20 »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1

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Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include commercially reasonable expenses incurred by the Architect, if authorized in advance by the Owner in writing, that are directly related to performance of the Architect's services under this Agreement, as identified and limited to the following, unless previously authorized by the Owner in writing:

- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « 0 » percent (« 0 » %) of the expenses incurred if approved by the owner in writing and in advance. The owner's action paying any expense shall not waive its right to object to other expenses.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« \$5,000 +/- per year for the additional Owner requested General Liability Insurance coverage of \$10,000,000 for the life of the project. »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « zero » (\$ « 0.00 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « 45 » (« forty five ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

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§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

« » Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

It is mutually agreed and understood that this agreement is subject and contingent on the Board of Education receiving funding for the construction of the school from the Putnam County Commission. If said funding is not made available on or before September 1, 2022 this agreement is null and void. It is anticipated that design work will commence prior to funding. If so, the Putnam County Board of Education agrees to pay the actual cost of the design work and appropriate expenses to that point, and no more until funding takes place. The BOE may order a stoppage of work at anytime at its sole and absolute discretion. If so, the BOE only owes for the actual work done to that point and absolutely no more.

It is agreed that the PCBOE will pay \$90,000 for the initial schematic design so that the PCBOE can go to the Putnam County Commission and seek funding for this project. If full funding as estimated for this project is not provided within 36 months the remainder of this contract is terminated and voided.

The Architect will provide initial Programming and Preliminary Schematic Design Services for a not to exceed cost of \$90,000.00. The Architect will credit this cost against the overall 5% fee at the Full Schematic Design Phase billing. The credit is contingent upon no changes to the site location and the building program from the schematic design for subsequent phases.

« No agreement shall be binding on the owner unless signed by the owner.

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AIA documents are drafted in favor of architects and construction companies, therefore, anything to the contrary notwithstanding, all ambiguities and interpretations of all provisions of this agreement shall be interpreted in the owner's favor and against the architect and construction company(s).

This agreement is not binding until the Putnam County Board of Education approves the agreement and it is signed by the Chairman of the Board and the Director of Schools.
This Agreement entered into as of the day and year first written above.

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OWNER (Signature)

«Mr. Jerry S. Boyd, »«Director of Schools»
(Printed name and title)

ARCHITECT (Signature)

«Kim Allen Chamberlin, »«President»
(Printed name, title, and license number, if required)



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§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

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the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;

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§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to

this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder.

Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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Employee or Category	Rate (\$0.00)
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Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

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- 2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

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- 54 Other documents:
(List other documents, if any, forming part of the Agreement.)

