

Putnam County Board Meeting  
September 7, 2023 5:00 PM  
1400 E Spring St.  
Cookeville, TN 38506

- I. Meeting Called to Order
  - A. **ELECTION OF OFFICERS**
- II. Approval of Agenda
- III. Announcements
  - A. *I Make A Difference Award*
  - B. Recognize Jackie Vester, CTE Supervisor, with an announcement
  - C. Director's Personnel Report
- IV. Approval of Minutes
  - A. Minutes of the Regular August Board Meeting - Thursday, August 3, 2023, @ 5:00 PM
- V. Public Comment
- VI. Approval of Consent Agenda (VI.A. - VI.F.24.), as submitted.
  - A. Payments/Purchases
    1. Approval to purchase a 2023 International Dry Van model CV515 SFA from Cumberland International Trucks, Inc. - Nashville, Tennessee (State of Tennessee contract 72311) in the amount of \$97,166.88 from 141-72710-729 (General Purpose School Fund, Transportation Equipment), as submitted.
    2. Approval of the payment to IB, International Baccalaureate Organization - NY, for the 2023-2024 Annual School Fees for Avery Trace Middle School in the amount of \$10,553.00 to be paid from 141-72210-599-02103, as submitted.
    3. Approval to purchase carpet for the Putnam County School System's District Office's Teaching and Learning Department from Cavendar's LLC The Interior Company - Cookeville, Tennessee, in the total amount of \$12,772.00 to be paid from 141-72210-599-02103, as submitted
    4. Approval of payment to Tennessee Tech University - Cookeville, Tennessee for State of Tennessee reimbursement for Pre-K between April 1, 2023, and June 30, 2023, in the amount of \$16,599.15 to be paid from 141-73400-399-01604, Other Contracted Service, as submitted.
    5. Approval of the purchase of CERT (College Equip Readiness Tool) from Next Generation Education Consulting, LLC - Durango, CO in the amount of \$12,000 with \$6,000 to be paid from 142-72210-524-932 and \$6,000 to be paid from 142-72210-524-201, as submitted.
    6. Approval of payment to Moore, Rader, Fitzpatrick and York, P.C. - Cookeville, Tennessee for legal services from May 12, 2023 to August 18, 2023, in the amount of \$15,587.49 to be paid from 141-72310-331, Legal Services (General Purpose Schools), as submitted.

7. Approval to purchase a new scoreboard from Electro-Mech Scoreboards - Wrightsville, GA for the Upperman High School (UHS) Baseball Field in the amount of \$22,009 with \$5,000 to be paid from the UHS Athletic Trainer allotment funds and the balance to be paid from UHS Baseball Restricted funds, as submitted.
  8. Approval to pay Turf Master Landscape Management - Cookeville, Tennessee in the amount of \$13,400 for continued work on the Upperman High School Baseball Field to be paid from 141-72620-399, as submitted.
  9. Approval of the purchase of iReady from Curriculum Associates - North Billerica, MA in the amount of \$10,857.25 to be paid from 142-71100-471-101, as submitted.
  10. Approval of the purchase of Qualtrics from CarahSoft - Reston, Virginia per RFP in the amount of \$47,848.42 to be paid from 142-71100-471-933, as submitted.
  11. Approval to purchase four (4) 83-passenger buses from Cumberland International Trucks - Nashville, Tennessee in the amount of \$497,255.52 from the Sourcewell Purchasing Cooperative (Contract #063020-ICB) to be paid from 141-72710-729 (General Purpose School Fund, Transportation Equipment), as submitted.
  12. Approval to purchase software licenses for Microsoft Office for new teacher lease laptops, per attached quote with pricing on the BuyBoard #661-22 contract from Howard Technology Solutions - Laurel, MS in the amount of \$61,000.00 to be paid from 141-71100-722-01607, as submitted.
  13. Approval to pay Covington Flooring Company, Inc. - Birmingham, AL in the amount of \$102,821.35 (Total contract of \$108,233 less \$5,411.65 of retainage) for pay application #1 related to the ATMS Gym Floor Replacement project to be paid from 141-72620-399 (General Purpose School Fund), as submitted.
- B. Bids/Quotes/Sealed Bids/RFPs
1. Approval to bid kitchen equipment for the School Nutrition Program, as submitted.
- C. Budget Amendments/Line Item Transfers
1. General Purpose School Budget Amendments - Fund 141
    - a. Adult Education - To budget for revenue received for Adult Education general services
    - b. Finance - To budget for the Literacy Training Teacher Stipend grant with Fund 142 paying for salary and Fund 141 paying for benefits
    - c. Finance - Establish budget for donations for student services
    - d. Career & Technical Education - GP To move monies to pay for board installation, CTE banquet rentals and supplies and to pay for work based learning local travel claims throughout entire year
    - e. Finance - To amend the budget for TISA increase and salary adjustment to match the budget to salary scale
  2. General Purpose School Line Item Transfers - Fund 141
    - a. Special Education - To reallocate funds to pay for staff development
  3. Federal Projects Budget Amendments - Fund 142

- a. Special Education - To budget IDEA ARP carry over funds of \$7,064.63 for the 2023-24 school year
  - b. Teaching and Learning - Budget for TDOE Math Implementation Support Grant
  - c. Federal Programs - This ESSER 2.0 revenue amendment is required in order to allocate carryover funds for the 2023-2024 school year
  - d. Finance - To budget for the Literacy Training Teacher Stipend grant with Fund 142 paying for salary and Fund 141 paying for benefits
  - e. Special Education - To budget IDEA Partnership for Systemic Change (Pre-K) Sustainability Grant for SWD awarded to PCS for the 2023 - 2024 school year
  - f. Special Education - To budget IDEA Partnership for Systemic Change (K-12) Sustainability Grant for SWD awarded to PCS for the 2023 - 2024 school year
  - g. Federal Programs - This ESSER 3.0 (933) revenue amendment is required in order to allocate funds
- D. Approval of Out-of-County and Overnight Trip Reports
  - E. Approval of Grant Report
  - F. Other
    - 1. Approval of an agreement between Putnam County School System and Tennessee Technological University regarding a VPK Funded PreK Classroom for the 2023 - 2024 school year, as submitted.
    - 2. Approval of the Lease Agreement between Fentress County Schools and Putnam County School System's use of space for Adult Education at \$1 per month to be paid from Adult Education funds effective July 1, 2023 - December 30, 2023, as submitted.
    - 3. Approval to allow an Archery Club at Monterey High School, as submitted.
    - 4. Approval of the contract between Putnam County School System for Family Resources and Cookeville Communications for advertising in the amount of \$5,400.00 (\$450.00 per month) to be paid from ARP 2.0 (sub fund 703) effective the 2023-2024 school year, as submitted.
    - 5. Approval of a Partnership Agreement between Classroom Alternative Teacher Certification Program and the Putnam County School System effective January 1, 2024 - June 30, 2024 with the option to request renewal for an additional three (3) years, as submitted.
    - 6. Approval for Putnam County School System to enter into an agreement with Music City Environmental - Nashville, Tennessee for the School Nutrition Program for removal of both the used cooking oil from grease barrels (at no charge) and the cooking oil from the grease traps in the amount of \$0.28/gallon to be paid from 143-73100-399, as submitted.
    - 7. Approval for the request to apply for the Ford Trucks 96th National FFA Convention Travel Chapter Assistance Program, as submitted.
    - 8. Approval of Prescott South Middle, Upperman Middle and Algood Middle School's Academic Teams to be moved to a supplemental position, as all three (3) schools mentioned have had Academic Teams for three (3) or

more years, indicating a good-faith effort to follow Putnam County School System's protocol in seeking to obtain a supplement, as submitted.

9. Approval of a request from Upperman High School, which has made a good-faith effort to follow in seeking and obtaining qualified coaches for all positions, for approval for the following Upperman staff members to receive additional supplements: Renee Craig (Yearbook, Newspaper Advisor, Drama) and Austyn McWilliams (Boys Head Golf Coach, Girls Assistant Golf Coach, Boys Assistant Basketball Coach), as submitted.
10. Approval of the Memorandum of Agreement (MOA) between Volunteer Behavioral Health Care Systems and Putnam County School System (PCSS) for the 2023 - 2024 school year to provide the Positive Action Prevention Program to grade levels 4-12 within the PCSS, as submitted.
11. Approval to enter into an agreement with Upper Cumberland Human Resource Agency (UCHRA) in the provision of afterschool meals and snacks for Putnam County School System students per At-Risk Food Service Program regulations, as submitted.
12. Approval of the Out-of-State Partnership Agreement between Western Governor's University and Putnam County School System effective September 1, 2023, to June 30, 2024, with the option to request renewal for an additional three (3) years, as submitted.
13. Approval of the request from Cookeville High School to grant Scott Cook to receive a third supplement for the 2023 - 2024 school year for coaching Wrestling, Boys Track and Girls Track, as submitted,
14. Approval of the request from Cookeville High School to grant Nicki Goins to receive a third supplement for the 2023 - 2024 school year for coaching Basketball Cheer, Football Cheer, and Competition Cheer, as submitted.
15. Approval of the agreement between Putnam County Board of Education and Nashville State Community College - Nashville, Tennessee for the Occupational Therapist Assistant Program students, as submitted.
16. Approval of the following resolution to enter into a 4-year contract with Apple, Inc. to lease 1,000 MacBook Air Laptops in the total amount of \$1,672,950 to be paid from 141-72250-330 (General Purpose School Fund, Lease Expense), as submitted.
17. Approval of the request from Cookeville High School (CHS) to grant Brian Rohr to receive a third supplement for the 2023 - 2024 school year for coaching boys and girls tennis at CHS and also coaching tennis at Prescott South Middle School, as submitted.
18. Approval for the Board Chair and Director of Schools to sign the Public School Security Grant's Assurances page to help satisfy the grant submission process requirements, as submitted.
19. Approval to enter into an agreement with Johnson Controls - Franklin, Tennessee for a service agreement at Cookeville High School in the amount of \$19,158.00 for Year One and the option to request for renewal for two (2) additional years in the amount of \$20,500.00 for Year Two and \$21,935.00 for Year Three to be paid from 141-72620-399, Other Contracted Services, as submitted.

20. Approval of the renewal (Year #2) of the Student Teaching Affiliation Agreement between Roane State Community College and the Putnam County School System effective July 1, 2023 through June 30, 2024, leaving an option to request renewal for an additional three (3) years, as submitted.
21. Approval to enter into an agreement with Mid-State Construction - Livingston, Tennessee for floor prep and vinyl composite tile installation at Avery Trace Middle School in the amount of \$21,000.00 to be paid from 141-72620-399, Other Contracted Services, as submitted.
22. Approval to enter into an agreement with Charles Stone Heating & Cooling - Cookeville, Tennessee for the replacement of RTU #2 at Sycamore Elementary in the amount of \$17,306.00 to be paid from 141-72620-399, Other Contracted Services, as submitted.
23. Approval of the Memorandum of Understanding, Gift Agreements and Data Sharing Agreement related to a partnership between the Putnam County School System (at Burks Elementary School) and the Advanced Education Research and Development Fund, as follows:
  - Approval of the Memorandum of Understanding (MOU) requested by Burks Elementary School to begin a partnership between Advanced Education Research and Development Fund and Putnam County School System (Burks Elementary School) to work towards the collective goals of the Reading Reimagined Program.
  - Approval of the Gift Agreement requested by Burks Elementary School to receive technology needed to implement digital tools in a partnership between Advanced Education Research and Development Fund and Putnam County School System (Burks Elementary School) to be utilized towards the collective goals of Reading Reimagined.
  - Approval of the Data Sharing Agreement requested by Burks Elementary School to collect data based on the digital tools utilized for the project in the partnership between Advanced Education Research and Development Fund and Putnam County School System (Burks Elementary School) to work towards the collective goals of the Reading Reimagined Program.
24. Approval of the Family Life Curriculum as presented at the Special Called Board Meeting on September 7, 2023, at 4:45 PM.

## VII. Policy

### A. Policies on first reading ONLY

1. Policy 1.102, Board Members
2. Policy 1.106, Code of Ethics
3. Policy 1.400, School Board Meetings
4. Policy 2.803, Salary Deductions
5. Policy 3.202, Emergency Preparedness Plan
6. Policy 3.204, Threat Assessment Team
7. Policy 3.205, Security
8. Policy 4.204, Summer Instructional Programs

9. Policy 4.403, Library Materials
10. Policy 4.700, Testing Programs
11. Policy 4.801, Controversial Materials
12. Policy 5.106, Application and Employment
13. Policy 5.119, Employment of Retirees
14. Policy 5.302, Sick Leave
15. Policy 5.305, Family and Medical Leave
16. Policy 5.307, Physical Assault Leave
17. Policy 5.600, Staff Rights & Responsibilities
18. Policy 6.200, Attendance
19. Policy 6.202, Home Schools
20. Policy 6.300, Code of Conduct
21. Policy 6.309, Zero Tolerance Offenses
22. Policy 6.314, Corporal Punishment
23. Policy 6.319, Alternative Education
24. Policy 6.4001 Student Surveys, Analyses, and Evaluations
25. Charter School Policies, as follows:
  - a. Policy 1.900, Charter School Authorizing Principles
  - b. Policy 1.901, Charter School Applications
  - c. Policy 1,902, Charter School Agreements
  - d. Policy 1.903, Charter School Oversight
  - e. Policy 1.904, Charter School Intervention
  - f. Policy 1.905, Charter School Renewal
  - g. Policy1.906, Charter School Revocation

VIII. Discussion/Presentation

- A. 2023 - 2024 Beginning of the Year School Enrollment Update  
**Speaker(s):** Chris Pierce, Attendance & Enrollment Supervisor

- B. Building Projects

1. Park View School Project Update

**Speaker(s):** Kim Chamberlin, Upland Design Group - Crossville, Tennessee

- a. Park View School Action Items

1. Approval to pay American Constructors, Inc. - Brentwood, Tennessee in the amount of \$1,874,166.27 and Pinnacle Bank (retainage) in the amount of \$87,378.23 for pay application #12 related to the Park View School Project to be paid from the Putnam County Bond Issue, as submitted.
2. Approval to pay Upland Design Group, Inc. - Crossville, Tennessee in the amount of \$19,801.97 for architectural services for the Park View School Project to be paid from 141-71600-304-02504, as submitted.

2. Upperman High School Expansion Project Update

**Speaker(s):** Kim Chamberlin, Upland Design Group - Crossville, Tennessee

- a. Upperman High School Expansion Project Action Items

1. Approval to pay King Construction Group, Inc. - Cookeville, Tennessee in the amount of \$245,410.46 and First Horizon Bank (retainage) in the amount of \$12,916.34 for pay application #10 related to the Upperman High School Addition Project to be paid from 142-76100-707-933 (ESSER 3.0), as submitted.
2. Approval of a payment to Upland Design Group, Inc. - Crossville, Tennessee in the amount of \$2,583.25 to be paid from 142-76100-707-933 for architectural services for the Upperman High Expansion Project (School Federal Program Fund - ESSER 3.0), as submitted.
3. Approval to pay AAR of North Carolina, Inc. - Kernersville, NC in the amount of \$255,037.00 and First National Bank (retainage) in the amount of \$13,423.00 for pay application #5 related to the Upperman High School Addition project to be paid from 142-76100-707-933 (ESSER 3.0), as submitted.
4. Approval to pay Richard C. Rinks & Associates, Inc. - Cookeville, Tennessee for design services for the Upperman High School Roof Project in the amount of \$10,932.25 to be paid from 142-76100-707-933 (ESSER 3.0), as submitted.

IX. Adjournment

<h2 style="margin: 0;">Putnam County Board of Education</h2>			
Monitoring: <b>Review: Annually,                  in September</b>	Descriptor Term: <h3 style="margin: 0;">Method of Election of Officers</h3>	Descriptor Code: <b>1.200</b>	Issued Date: <b>10/07/10</b>
		Rescinds: <b>1.200</b>	Issued: <b>11/06/08</b>

- 1 At the first regular September meeting in each year, the Board shall organize by electing a chairman<sup>1</sup>
- 2 and a vice chairman to take office September 1 and to serve one-year terms or until a successor is named
- 3 or they are no longer members of the Board. In the event that an officer's seat on the board is vacated,
- 4 the Board shall elect a successor to serve the remainder of the officer's term. Each board officer shall be
- 5 eligible for re-election.
  
- 6 If no officer of the Board is serving at the time of the organizational meeting, any member shall call the
- 7 meeting to order and preside until a chairman is elected as the first order of business.
  
- 8 If the office of chairman is vacated prior to the expiration of the annual term, the vice chairman shall
- 9 assume all responsibilities of the chairman until a new chairman is elected.

Legal Reference:

1. TCA 49-2-202(c)(2)

received

09-01-23

[Signature]



Reid, Sharon



# Announcement for Sep 28 Board Meeting

3 messages

**Bos, Sarah** <boss@pcsstn.com>  
To: "Reid, Sharon" <reids2@pcsstn.com>  
Cc: Jaclyn Vester <jvester@pcsstn.com>

Fri, Aug 25, 2023 at 2:20 PM

Hello Sharon - Jackie asked me to send this announcement to you for the September 28th Board meeting:

*Jackie Vester, CTE Supervisor, with an announcement*

ICEV Territory Manager, Lonnie Johnson, will present each Putnam County high school with plaques for their industry credential attainment level for the 2022/23 school year.

-- *Announcement*  
*Sarah Bos*

CTE Bookkeeper  
Putnam County School System  
1400 East Spring Street  
Cookeville, TN 38506  
phone: 931-526-9777 x1468

**Sharon Reid** <reids2@pcsstn.com>  
To: "Bos, Sarah" <boss@pcsstn.com>

Sat, Aug 26, 2023 at 7:19 PM

Send a write up and who will be speaking

Sent from my iPhone

On Aug 25, 2023, at 3:20 PM, Bos, Sarah <boss@pcsstn.com> wrote:

[Quoted text hidden]

**Reid, Sharon** <reids2@pcsstn.com>  
To: "Bos, Sarah" <boss@pcsstn.com>

Mon, Aug 28, 2023 at 7:57 AM

Is Jackie planning on introducing him???

[Quoted text hidden]

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

received  
08-28-23  
1 of 1

Personnel Report For August 2023

EXHIBIT  
III C.  
09/07/23

NEW HIRES		FIRST	LOCATION	ASSIGNMENT	EFFECTIVE DATE	FUNDED	HOURS	REPLACING
LAST NAME	NAME							
Carver	Dale	CHS	Welding Teacher	7/26/23	141-E-71300-116-000-00000-055	7.5		New Position was TCAT position
Sharp	Ashley	PvES	Grade 2 Teacher	7/26/23	141-E-71100-116-000-00000-060	7.5		Keri Long
Torres	Fellisha	PSES	ECC Worker	7/27/23	146-E-73300-189-000-01801-000	5.8		n/a
Icenhour	Madilyn	PvES	PreK Teacher	7/26/23	141-E-73400-116-000-02005-060	7.5		Brittney Mcghee
Johnson	Melody	PSES	ECC Worker	7/18/23	146-E-73300-189-000-01801-000	5.8		n/a
Herman	Cindy	Central Office	Neglected Facility Education Assistant	7/3/23	142-E-71100-163-121-00000-000	4		Melissa Bean
Farsoun	Jennifer	CHS	Grade 9-12 Science Teacher	7/26/23	141-E-71100-116-000-00000-037	7.5		Jennifer Williams
Vick	Duane	CHS	Grade 9-12 Math Teacher	7/26/23	141-E-71100-116-000-00000-037	7.5		Cory Parham
Wilcox	David	PSMS	PT STEM Teacher/PT TA	7/26/23	141-E-71100-116-000-00000-100 (part time)	7		C. Jenkins
Baxter	Esther	PvES	Grade 4 Teacher	7/26/23	141-E-71100-116-000-00000-060	7.5		Maranda White
Rigsby	Andrea	PSMS	Grade 7 Math Teacher	7/26/23	100-116-000-00000-100 (part time)	7.5		Jeffery Waller
Law	Kathryn	Transportation	Bus Monitor/Attendant	7/17/23	141-E-72710-189-000-00000-000	5		n/a
Pebbles	Margorie	NES	School Nutrition Employee	7/19/23	143-E-73100-165-000-00057-000	5.75		Lori Anderson
Tuggle	Courtney	Transportation	FT Bus Driver 5hrs per day	7/17/23	141-E-72710-146-000-00000-000	5		n/a
Bates	Caleb	UMS	Grade 7 English Teacher	7/26/23	141-E-71100-116-000-00000-090	7.5		Monica Johnson
Livingston	Philip	SES	School Nutrition Employee	7/25/23	143-E-73100-165-000-00070-000	4		Sharon Burns
Travis	Miranda	BPS	School Nutrition Employee	7/24/23	143-E-73100-165-000-00017-000	5.7		Courtney Hargis
Cobbie	Kinsey	ATMS	Grade 7 Math Teacher	7/26/23	141-E-71100-116-000-00000-065	7.5		Tammy Curry
Millsaps-Marfisi	Dorothy	Transportation	FT Bus Driver 6hrs per day	7/24/23	141-E-72710-146-000-00000-000	6		n/a
Turner	Darrian	CHS	Grade 9-12 Science Teacher	7/26/23	141-E-71100-116-000-00000-037	7.5		Kelsey Denny Barlow
Gomez	Michael	UHS	Grade 9-12 Business Teacher	7/26/23	141-E-71300-116-000-00000-090	7.5		New Position
Robbins	Wendy	PvES	School Counselor	7/26/23	141-E-72130-2-000-00000-060	7.5		Gaye Dale
Ashburn	Hannah	CHS	Criminal Justice Teacher	7/26/23	141-E-71300-116-000-02518-037	7.5		New Position
Gothard	Romelyn	ATMS	School Nutrition Employee	7/26/23	143-E-73100-165-000-00065-000	5.7		Marjorie McConnell
Strilecky	Jacyn	NES	School Nutrition Employee	7/24/23	143-E-73100-165-000-00057-000	5.5		Gabriel Blair
Patrick	Chloe	Transportation	Bus Monitor/Attendant	7/24/23	141-E-72710-189-000-00000-000	5		n/a
Musses	Christina	JWES	School Nutrition Employee	8/1/23	143-E-73100-165-000-00050-000	5.25		Kandle Keylon
Winebarger	Kimberly	WPA	SPED Tracs Assistant	7/27/23	141-E-71200-163-60% 141-E-71110-163-40%	7		Ryan Bowman
Smith	Randall	VITAL	Drivers Ed Instructor	8/21/23	141-E-71100-116-000-00000-000	3		Stacy Farris
Ross	Jacob	AMS & NES	SEC ESL Teacher	8/2/23	141-E-71100-116-000-00000-000	7.5		Leila Easterly
Burroughs	Tiffany	UMS	RTI Assistant	7/28/23	142-E-71100-163-933-00000-110	7		Billie Hiette
Davy	Maria	PvES	School Nutrition Employee	7/28/23	143-E-73100-165-000-00060-000	4.5		Amanda Underwood
Adkins	Celina	UHS	School Nutrition Employee	8/1/23	143-E-73100-165-000-00090-000	4		Patricia Bowman
Hoskins	Brianna	PvES	School Nutrition Employee	8/1/23	143-E-73100-165-00095/00100	5.75		Kathy Schuning
Miller	Susan	CES	School Nutrition Employee	8/1/23	143-E-73100-165-000-00035-000	5		Lauren Phillips
Amoretti	Marcos	Transportation	Level III Mechanic	7/17/23	141-E-72710-142-000-00000-000	8		n/a
Espinoza	Naomi	AMS	SPED PreK Assistant	8/7/23	141-E-71200-163-000-02110-008	7		Tiffany Blair
Heatt	Jessica	BPS	ECC Worker	7/27/23	146-E-73300-189-000-01801-000	5.8		n/a
Phillips	Kendra	CCES	SPED PreK Assistant	8/7/23	141-E-71200-163-000-00000-030	7		Sarah Bilyeu
Meadows	Samantha	PSES	School Nutrition Employee	8/9/23	43-E-73100-165-000-00100-00095	5.7		Breanna Nagy
Sebastian Mejia	Maynor	BPS	SAC Activity Instructor	8/4/23	146-E-73300-189-000-01800-000	5.8		n/a
Crowder	Emily	PSMS	School Nutrition Employee	8/14/23	143-E-73100-165-000-00100-000	5.7		Jessica Thompson
Richardson	Teresa	CsES	RTI Assistant	8/7/23	142-E-71100-163-933-00000-015	7		Morgan Harris
Stewart	Pepperleigh	UHS	Grade 9-12 Math Teacher	8/14/23	141-E-71100-116-000-00000-090	7.5		Rachel Maynard
Schale	Trina	CHS	School Nutrition Employee	8/7/23	143-E-73100-165-000-00037-000	5.7		Ashley Hogan
Crockett	Sara	NES	SAC Activity Instructor	8/3/23	146-E-73300-189-000-01800-000	5.8		n/a
Maxwell	Courtney	AMS	RTI Assistant	8/7/23	142-E-71100-163-101-00000-008	7		Andrea Tomu
Cobbie	Samantha	AES	Teacher Assistant	8/14/23	141-E-71100-163-000-00000-005	7		Kim Grider
Kirkman	Amy	UMS	School Nutrition Employee	8/15/23	143-E-73100-165-000-00110-000	5.7		Brian Dias
McEathron	Memphis	NES	SAC Activity Instructor	8/14/23	146-E-73300-189-000-01800-000	5.8		n/a
Pack	Kylee	Transportation	FT SPED Bus Attendant	8/14/23	141-E-72710-189-000-001605-000	6		n/a
Boggs	Sydney	STAR Center	LEAPS	8/15/23	141-E-73300-189-000-02003-000	3		n/a
Wheeler	Lezlie	Adult Ed	Lead Instructor	9/18/23	141-E-71600-116-000-01002-000	7.5		Jennifer Anderson

received  
08-28-23  
[Signature]

<b>REHIRES</b>							
<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>LOCATION</b>	<b>ASSIGNMENT</b>	<b>EFFECTIVE DATE</b>	<b>FUNDED</b>	<b>HOURS</b>	<b>REPLACING</b>
Anderson	Chelsey	CHS	SPED CDC Teacher	7/26/23	141-E-71200-116-000-00000-037	7.5	Koye Cooper
Abril	Justine	CHS	Grade 9-12 Social Studies Teacher	7/26/23	141-E-71100-116-000-00000-037	7.5	Cody Ashburn
Liston	Leliani	CHS	School Nutrition Employee	7/14/23	143-E-73100-165-000-00037-000	3	n/a
Rector	Larissa	Burks	Grade 6 ELA Teacher	7/26/23	141-E-71100-116-000-00000-025	7.5	Kaylee Phillips
Lundholm (Craig)	Kaitlyn	CHS	Grade 9-12 Music Teacher	7/26/23	141-E-71100-116-000-00000-037	7.5	New Position
McClain	Shannon	BPS	ECC Worker	7/21/23	146-E-73300-189-000-01801-000	5.8	Victoria Manning
Evans	Tabatha	CHS	SPED 1x1 Assistant	7/27/23	141-E-71200-163-000-00000-037	7	Autumn Rinkleff
Poik	Tara	WPA	SPED Middle School Teacher	7/26/23	141-E-71150-116-000-00000-105	7.5	Faith Samples
Morris	Nikki	CsES	Teacher Assistant	7/26/23	142-E-71100-163-101-00000-015	7	New Position
Collins	Macy	CES	RTI Assistant	7/27/23	141-E-71100-163-000-00000-035	7	New Position
Stoker	Jennifer	Transportation	FT Bus Driver	7/17/23	141-E-72710-146-000-00000-000	6	n/a
Thomas	Sandra	BPS	Teacher Assistant	7/26/23	141-E-71100-163-000-00000-017	7	Paula Helm
Hall	Rebecca	BPS	ECC Worker	7/27/23	146-E-73300-189-000-01801-000	5.8	n/a
Savage	Aaliyah	AES	Kindergarten Teacher	7/26/23	141-E-71100-116-000-00000-005	7.5	Brittany Hines
Bean	Heather	CCES	SPED Resource Teacher	7/26/23	141-E-71200-116-000-00000-030	7.5	Jared West
Robbins	Wendy	PvES	School Counselor	7/21/23	141-E-72130-123-000-00000-060	7.5	Gaye Dale
McDaniel	Allison	BPS	SAC Activity Instructor	8/2/23	146-E-73300-189-000-01800-000	5.8	n/a
Kling	Becky	CCES	RTI Assistant	8/9/23	142-E-71100-163-933-00000-030	7	James Scott
Bass	Kalli	BPS	ECC Worker	8/4/23	146-E-73300-189-000-01801-000	5.8	n/a
Sells	Kaysha	AES	Pre-K Teacher	8/10/23	141-E-73400-116-000-02005-005	7.5	Wendy Davis
Acevedo-Santiago	Gisselle	Transportation	FT Bus Driver	8/3/23	141-E-72710-146-000-00000-000	6	n/a
Waites	William	CHS	Web Design Teacher	7/26/23	141-E-71300-116-000-00000-037	7.5	New TCAT position
Gentry	LeShay	BPS	PT RTI Teacher Assistant	8/14/23	141-E-71100-163-101-00000-017	4.7	New Position
Harmon	Katelyn	BPS	Teacher Assistant	8/10/23	141-E-71100-163-000-00000-017	7	Sandra Thomas
Bradford	Chaseton	UMS	Teacher Assistant	8/7/23	141-E-71100-163-000-00000-110	7	New Position
Ritacco	Brittani	CHS	SPED Tracs Assistant	8/17/23	141-E-71200-163-000-02110-037	7.5	Jennifer Green
Chaffin	Lily	AES	SPED 1x1 Assistant	8/17/23	141-E-71200-189-000-00000-005	7	Shelby Neal
Mitchell	Evan	Systemwide	School Nutrition Sub	8/14/23	143-E-73100-165-000-00037-000	5	n/a
Lee	Rebecca	NES	SAC Activity Instructor	8/14/23	146-E-73300-189-000-01800-000	5.8	n/a
Irizarry-Nieves	Jose	Transportation	FT Bus Driver @ 6hrs daily	8/14/23	141-E-72710-146-000-00000-000	6	n/a
Hamby	London	AES	Grade 4 Math & Science Teacher	9/5/23	141-E-71100-116-000-00000-005	7.5	Donneta Smith
Hayes	Elizabeth	STAR Center	LEAPS	8/14/23	141-E-73300-189-02003	3	n/a
<b>TRANSFERS</b>							
<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>FROM POSITION</b>	<b>TO POSITION</b>	<b>HOURS</b>	<b>EFFECTIVE DATE</b>	<b>FUNDING CODE</b>	<b>REPLACING</b>
Huffine	Brenda	VITAL 7/8 Online Teacher	PT STEM & Lab Facilitator for 3-8 Grade VITAL	3.5	7/14/23	141-E-71100-163-000-00000-000	the other 1/2 of the position that Kerri Schuyler holds.
Tornu	Andrea	Teacher Assistant @ AMS	job embedded Grade 5-8 Reading Specialist @ AMS	7.5	7/26/23	141-E-71100-116-000-00000-008	Jennifer Franz
Thompson	Pamela	SPED Resource Assistant @ AMS	Sub	n/a	7/18/23	142-E-71200-163-906-00000-008	Resigned from TA to go back to subbing
McCloud	Kristy	Systemwide SPED Teacher Assistant	PreK Teacher Assistant @ PSES	7	7/27/23	142-E-71200-163-906-00000-095	Emily Craig
Bilyeu	Sarah	SPED Teacher Assistant @ CCES	Gen ED Teacher Assistant @ CCES	7	7/27/23	141-E-71100-163-000-00000-030	Reagan White
Pentecost	Hayden	SPED Tracs Teacher @ UHS	Grade 9-11 Cav Academy Teacher @ CHS	7.5	7/26/23	141-E-71100-116-000-00000-037	Maria Green
Jones	Brenda	5 hrs per day School Nutrition Employee @ AES	5.75hrs per day School Nutrition Employee @ AMS	5.75	7/20/23	143-E-73100-165-000-00008-000	Heather Trevathan
Gill	Rachel	PreK Teacher @ NES	Grade 1 Teacher @ Burks	7.5	7/26/23	141-E-73400-116-000-00000-025	Growth Position
Simmons	Stephen	Grade 4 Teacher @ CES	Grade 5-8 ELA Teacher @ PSMS	7.5	7/26/23	141-E-71100-116-000-00000-100	Margie Cavendar
Sivley	William	Teacher Assistant @ CHS	Grade 9-12 Math Teacher @ CHS	7.5	7/26/23	141-E-71100-116-000-00000-037	Lexi Ketchum/Donna Johnson
Farley	Madison	SAC Site Director @ BPS	Kindergarten Teacher @ BPS	7.5	7/26/23	141-E-71100-116-000-00000-017	Susanna Owens
Bowman	Patricia	School Nutrition @ UHS	School Nutrition @ MHS	4	7/20/23	143-E-73100-165-000-00055-000	Chris Hardin
Oliver	Kathy	School Nutrition @ CCES	School Nutrition @ CHS	6	7/20/23	143-E-73100-165-000-00115-000	Changing feeding to WPA to come from CHS
Long	Keri	Grade 2 Teacher @ PvES	Librarian @ AES	7.5	7/26/23	141-E-72210-129-000-00000-005	Kathleen McKim
Franklin	Brittany	Sub	Pre-K Teacher @ NES	7.5	7/24/23	141-E-73400-116-000-02005-057	Rachel Gill
Little	Aspen	SAC Activity Instructor	SAC Site Director @ CCES	5.8	7/24/23	146-E-73300-189-000-01800-000	Vicki Allen
Loftis	Jonathan	SAC Activity Instructor	SAC Site Director @ BPS	5.8	7/24/23	146-E-73300-189-000-01800-000	Madison Farley
Palk	Christopher	SAC Activity Instructor @ SES	SAC Site Director @ SES	5.8	7/24/23	146-E-73300-189-000-01800-000	Mason Jones

Clopton	Ella	Sub	Library Assistant @ PSMS	7	7/26/23	141-E-71100-163-000-00000-100	Tonia Severance
Kinnaley	Kelsey	SAC Activity Instructor	SAC Site Director @ ATMS	5.8	7/24/23	146-E-73300-189-000-01800-000	Savannah Kolath
Keylon	Kandle	School Nutrition @ JWES	School Nutrition @ AES	5	7/25/23	143-E-73100-165-000-00005-000	Brenda Jones
Tolomeo	Jennifer	School Nutrition @ UMS	RTI Assistant @ BPS	5	7/27/23	142-E-71100-163-101-00000-017	New Position
Severance	Tonya	Library Assistant @ PSMS	RTI Assistant @ PSMS	7	7/26/23	142-E-71100-163-933-00000-100	Jamie Linder
Johnson	Carla	Crisis Management @ Central Office	SPED 1x1 Assistant @ AMS	7	7/27/23	141-E-71200-163-000-00000-008	Sara Mackie
Mackie	Sara	SPED 1x1 Assistant @ AMS	SPED PreK Assistant @ PVES	7	7/27/23	142-E-71200-163-906-00000-060	Peyton Keen
Cook	Leah	Sub	RTI Teacher Assistant @ PSES	7	8/1/23	141-E-71100-163-000-00000-095	New Position
Stafford	Annalee	Sub	Teacher Assistant	7	7/31/23	141-E-71100-163-000-00000-070	Carrie Stewart
Whittaker	Karen	Countywide Sub for School Nutrition	School Nutrition @ CHS	6	7/26/23	143-E-73100-165-000-00037-000	n/a
Stone	Christen	RTI Assistant @ WPA	RTI Assistant @ ATMS	7	7/27/23	142-E-71100-163-933-00000-065	Briana Hollandsworth
Johnson	Keisha	Grade 3 Teacher @ AES	Kindergarten Teacher @ AES	7.5	7/31/23	141-E-71100-116-000-00000-005	Melissa Moss
Davis	Wendy	PreK Teacher @ AES	Grade 3 Teacher @ AES	7.5	7/31/23	141-E-71100-116-000-00000-005	Keisha Johnson
Harp	Aminidia	SPED PreK Assistant @ BPS	Kindergarten Teacher @ BPS	7.5	8/1/23	141-E-71100-116-000-00000-017	Erica Miller
Redmon	Dave	FT Bus Attendant	Student Management Assistant	8	7/1/23	141-E-72710-146-000-00000-000	Dave Dukes
Austin	Kimberly	7.5 hrs per day School Secretary	8hrs per day School Secretary	8	8/2/23	141-E-72410-161-000-00000-095	n/a
Shea	Karen	7.5 hrs per day School Secretary	8hrs per day School Secretary	8	7/1/23	141-E-72410-161-000-00000-065	n/a
Ickes	Heather	Grade 1 Teacher	Kindergarten Teacher	7.5	8/3/23	141-E-71100-116-000-00000-070	n/a
Murphey	Sydney	Grade 4 Teacher @ SES	Grade 1 Teacher @ SES	7.5	8/3/23	141-E-71100-116-000-00000-070	Heather Ickes
Duncan-Lytle	Kathryn	RTI Assistant @ AMS	SPED Resource Assistant @ AMS	7	8/1/23	142-E-71200-163-906-00000-008	Pam Thompson
McCulley	Rebecca	Sub	SPED 1x1 Assistant @ PSMS	7	8/24/23	141-E-71200-163-000-00000-100	Cady Key
Smith	Angelia	Sub	120 day contract Grade 9-12 English Teacher @ UHS	7.5	7/31/23	141-E-71100-216-000-00000-090	New Position
Green	Jennifer	SPED Tracs Assistant	SPED CDC Assistant	7.5	8/17/23	142-E-71200-163-906-00000-037	Randi Madison Roberts
Pastorial	Whitney	Grade 2 teacher @ JWES	RTI Teacher @ JWES	7.5	7/3/23	142-E-71100-116-101-00000-050	Sandi Roberts
Huffine	Brenda	VITAL On Site Facilitator	Grade 9-12 English Teacher @ CHS	7.5	8/17/23	141-E-71100-116-000-00000-037	Steven Luke Anderson
Guinn	Dana	School Nutrition Employee @ UHS	School Nutrition Employee @ BPS	5.7	7/1/23	143-E-73100-165-000-00017-000	n/a
Matlock	Lauren	Tutor	Leaps	3	8/14/23	142-E-73300-189-431-00000-000	n/a
Commender	Jennifer	On-Call Sub for School Nutrition	5.75hrs per day School Nutrition Employee @ CHS	5.75	8/17/23	143-E-73100-165-000-00037-000	Crystal Stewart
Smith	Donnetta	Grade 4 Teacher @ AES	Grade 8 Science Teacher @ UMS	7.5	9/5/23	141-E-71100-116-000-00000-110	Joseph White
Bowman	Patricia	School Nutrition Employee @ MHS	School Nutrition Employee @ UHS	4	8/18/23	143-E-73100-165-000-00090-000	n/a

**RESIGNATION**

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	EFFECTIVE DATE
Maynord	Rachel	UHS	Grade 9-12 Math Teacher	7/18/23
Fay	Kristen	PVES	School Nutrition Employee	7/20/23
Hogan	Ashley	CHS	School Nutrition Employee	7/20/23
Hardin	Christopher	MHS	School Nutrition Employee	7/19/23
Curry	Brandi	Central Office	Systemwide SPED Related Service Assistant	7/20/23
Neal	Shelby	AES	SPED 1x1 Assistant	7/24/23
Roberts	Randi	CHS	SPED CDC Assistant	7/24/23
Key	Cady	PSMS	SPED 1x1 Assistant	7/26/23
Brown	Cheyenne	UMS	School Nutrition Employee	7/26/23
Bryant	Lilo	PSES	Teacher Assistant LOA	1/2/23
Easterly	Leila	Central Office	SEC ESL Teacher	8/4/23
Nagy	Breanna	PSES	School Nutrition Employee	7/31/23
Dickson	Barbara	PSES	PT RTI Assistant	5/26/23
Anderson	Steven	CHS	Grade 9-12 English Teacher	8/16/23
White	Joseph	UMS	Grade 8 Science Teacher	8/4/23
Blair	Gabriel	NES	School Nutrition Employee	7/18/23
Stewart	Crystal	CHS	School Nutrition Employee	8/17/23
Curry	Tammy	ATMS	Grade 7 Math Teacher	5/26/23
Cornier	Jeffrey	Central Office	Juvenile Detention Teacher	7/31/23
Hargis	Jessica	BPS	SPED PreK Assistant	8/9/23
Kramer	Haley	AMS	Grade 5-8 Math Teacher	9/7/23

**TERMINATIONS**

FIRST
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LAST NAME	NAME	LOCATION	ASSIGNMENT	HOURS	EFFECTIVE DATE		
Cagle	Austin	Central Office	Related Services Assistant worked 1 day	7.00	7/28/23		
<b>RETIREMENT</b>							
LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	HOURS	EFFECTIVE DATE		
Buck	Vicki	CCES	SPED PreK Assistant	9/29/23			
<b>PAY CHANGE</b>							
LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	HOURS	EFFECTIVE DATE	FUNDED	Rate of Pay
<b>ADDITIONAL HOURS</b>							
LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	HOURS	EFFECTIVE DATE	FUNDED	Rate of Pay
Evans	Tabatha	CHS	Attending Required Training (at rate, NTE 31.5hrs, paid from timesheet)	7	7/25/23	141-E-71200-163-000-00000-037	
Hickey	Haley	CHS	Attending Required Training (at rate, NTE 16hrs, paid from timesheet)	7	7/25/23	141-E-71200-163-000-00000-037	
Johnson	Carla	AMS	Attending required training (at rate, NTE 26 hrs, paid from timesheet)	7	7/24/23	141-E-71200-163-000-00000-008	
Dale	Tammy	AES	Attending required training (at rate, NTE 14 hrs, paid from timesheet)	7.5	7/26/23	142-E-71200-163-906-00000-005	
Williams	Joseph	CHS	Additional Hours June Pay Band \$222.95 SSO Booster	7	8/1/23	141-E-72210-189-000-01601-000	
Walker	Amy	MHS	Additional hours for the month of August to help cover duties while the manager is out on FMLA.	5.7	8/7/23	143-E-73100-165-000-00055-000	
Williams	Joseph	CHS	Band Pay July Wages \$780.31 SSO Booster	7	8/10/23	141-E-72210-189-000-01601-000	
Webster	Brian	CHS	Band Pay July Wages \$218.42 SSO Booster	7	8/10/23	141-E-72210-189-000-01601-000	
Williams	Amanda	CHS	Band Pay July Wages \$524.20 SSO Booster	7	8/10/23	141-E-72210-189-000-01601-000	
Hibbard	Anthony	CHS	Band Pay July Wages \$524.20 SSO Booster	7	8/10/23	141-E-72210-189-000-01601-000	
Pesso	Irwin	CHS	attending required training (at rate, NTE 15hrs, paid from timesheet)	7.5	8/15/23	141-E-71200-116-000-00000-037	
<b>INCREASE IN HOURS</b>							
LAST NAME	FIRST NAME	FROM POSITION	TO POSITION	HOURS	EFFECTIVE DATE	FUNDING CODE	REPLACING
West	Adam	11 month contract	12 month contract	7.5	7/1/23	141-E-72210-189-000-00000-000	n/a
Burgess	Melisa	5hrs per day school nutrition employee	5.75 hrs per day school nutrition employee	5.75	7/20/23	143-E-73100-165-000-00030-000	n/a
Cantrell	Sarah	3hrs per day school nutrition employee	5.75 hrs per day school nutrition employee	5.75	7/20/23	143-E-73100-165-000-00030-000	n/a
Springston	Catherine	6.5hrs per day School Nutrition	7hrs per day school nutrition	7	7/21/23	143-E-73100-165-000-00060-000	Karen Whittaker
Hickey	Haley	7hrs per day SPED 1x1 Assistant @ CHS	7.5hrs per day SPED 1x1 Assistant @ CHS	7.5	7/25/23	141-E-71200-163-000-00000-037	n/a
Stephenson	Rex	5hrs per day Bus Driver	6hrs per day Bus Driver	6	7/28/23	141-E-72710-146-000-00000-000	n/a
Dias	Brian	5.75hrs per day School Nutrition Employee	6.5 hrs per day School Nutrition Employee	6.5	8/1/23	143-E-73100-165-000-00110-000	Cheyenne Brown
Turner	Pamela	7.5 hrs per day School Bookkeeper	8hrs per day School Bookkeeper	8	7/26/23	141-E-72410-119-000-00000-090	n/a
Hargis	Mary	7.5 hrs per day Administrative Asst.	8hrs per day AA	8	7/26/23	141-E-72410-161-000-00000-090	n/a
Herron	Audra	5hrs per day Bus Driver	6hrs per day Bus Driver	6	7/20/23	141-E-72710-189-000-01605-000	n/a
Johnson	Tonya	7.5hrs per day School Secretary	8hrs per day School Secretary	8	7/1/23	141-E-72410-119-000-00000-008	n/a
Hall	Jennifer	7.5hrs per day School Secretary	8hrs per day School Secretary	8	7/1/23	141-E-72410-161-000-00000-008	n/a
Craig	Emily	7.5hrs per day School Secretary	8hrs per day School Secretary	8	7/1/23	141-E-72410-161-000-00000-008	n/a
Mussard	Joanna	7.5hrs per day School Secretary	8hrs per day School Secretary	8	7/1/23	141-E-72410-161-000-00000-065	n/a
Hawkins	Nancy	7hrs per day School Bookkeeper	8hrs per day School Bookkeeper	8	7/1/23	141-E-72410-119-000-00000-005	n/a
Medley	Lesia	7.5hrs per day School Bookkeeper	8hrs per day School Bookkeeper	8	7/1/23	141-E-72410-119-000-00000-030	n/a
Yackel	Patricia	7.5hrs per day School Secretary	8hrs per day School Secretary	8	7/1/23	141-E-72410-161-000-00000-030	n/a
Brown	Sara	7hrs per day School Secretary	8hrs per day School Secretary	8	7/1/23	141-E-72410-161-000-00000-017	n/a

Porter	Shelia	7hrs per day School Bookkeeper	8hrs per day School Bookkeeper	8	7/1/23	141-E-72410-119-000-00000-050	n/a
Watson	Leta	7hrs per day School Bookkeeper	8hrs per day School Bookkeeper	8	7/1/23	141-E-72410-119-000-00000-035	n/a
Bryant	Tonya	7.5hrs per day School Secretary	8hrs per day School Secretary	8	7/1/23	141-E-72410-161-000-00000-037	n/a
Hoffmeyer	Kelly	7.5hrs per day School Secretary	8hrs per day School Secretary	8	7/1/23	141-E-72410-161-000-00000-037	n/a
Motley	Lauren	7.5hrs per day School Secretary	8hrs per day School Secretary	8	7/1/23	141-E-72410-161-000-00000-035	n/a
Dean	Alexis	7hrs per day Clerical Support Secretary	8hrs per day Clerical Support Secretary	8	7/1/23	141-E-72410-161-000-00000-005	n/a
George	Deborah	7hrs per day School Secretary	8hrs per day School Secretary	8	7/1/23	141-E-72410-161-000-00000-037	n/a
Smith	Daka	7hrs per day School Secretary	8hrs per day School Secretary	8	7/1/23	141-E-72410-161-000-00000-015	n/a
Norrod	Angela	7.5hrs per day School Bookkeeper	8hrs per day School Bookkeeper	8	7/1/23	141-E-72410-119-000-00000-055	n/a
Bilbrey	Angelia	7hrs per day School Secretary	8hrs per day School Secretary	8	7/1/23	141-E-72410-161-000-00000-055	n/a
Geren	Lesley	7hrs per day School Secretary	8hrs per day School Secretary	8	7/1/23	141-E-72410-161-000-00000-057	n/a
Waddell	Fredia	7hrs per day School Bookkeeper	8hrs per day School Bookkeeper	8	7/1/23	141-E-72410-119-000-00000-100	n/a
Farris	Kelly	7hrs per day School Bookkeeper	8hrs per day School Bookkeeper	8	7/1/23	141-E-72410-119-000-00000-110	n/a
Hooper	Rebecca	7hrs per day Clerical Support Secretary	8hrs per day Clerical Support Secretary	8	7/1/23	141-E-72410-161-000-00000-037	n/a
Vaught	Rhonda	5hrs per day Bus Attendant	6hrs per day Bus Attendant	6	7/20/23	141-E-72710-189-000-01605-000	n/a
Matheny	Lorna	7hrs per day School Secretary	8hrs per day School Secretary	8	7/1/23	141-E-72410-161-000-00000-025	n/a
Thompson	Kaycie	5hrs per day Bus Attendant	6hrs per day Bus Attendant	6	7/20/23	141-E-72710-189-000-01605-000	n/a
Davidson	Donald	5hrs per day Bus Driver	7hrs per day Bus Driver	7	8/1/23	141-E-72710-146-000-00000-000	n/a
Wienecke	Kelly	5hrs per day Bus Driver	7hrs per day Bus Driver	7	8/3/23	141-E-72710-146-000-00000-000	n/a
Stoker	Jennifer	6hrs per day Bus Attendant	7hrs per day Bus Attendant	7	8/1/23	141-E-72710-146-000-00000-000	n/a
Witten	Kimberly	5hrs per day SPED Bus Attendant	6hrs per day SPED Bus Attendant	6	3/30/23	141-E-72710-189-000-01605-000	n/a
Maddle	Patricia	3 hrs per day School Nutrition Employee	4hrs per day School Nutrition Employee	4	8/1/23	143-E-73100-165-000-00055-000	n/a

**DECREASE IN HOURS**

LAST NAME	FIRST NAME	FROM POSITION	TO POSITION	HOURS	EFFECTIVE DATE	FUNDING CODE	REPLACING
Flannery	Alisha	10.5 month Social Worker	10 month Social Worker	7.50	7/1/23		n/a

**PROFESSIONAL**

LAST NAME	FIRST NAME	DEGREE	EFFECTIVE DATE	FUNDING CODE	AMOUNT
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**NON-RENEWALS**

LAST NAME	FIRST NAME	LOCATION	POSITION	HOURS	EFFECTIVE DATE
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**OTHER**

LAST NAME	FIRST NAME	LOCATION	POSITION	HOURS	EFFECTIVE DATE
Sloan	Johnny	Technology	\$20 month cell phone stipend for Michael McCarver, Scott Allen & Frankie Jerome	8	7/1/23
Kimball	Anna	AES	is a sub covering a 9 week maternity leave, non-certified sub pay	7.5	7/28/23
Burris	H Renee	Central Office	will be on a 120 day contract for the 23-24 school year to assist with iep meetings and new teacher iep training.	7.5	7/3/23
Panker	Veronica	JWES	Sick Bank awarded 20 sick bank days	7.5	7/24/23
Goss	Julia	Adult Ed	Approved salary increase in AE state budget to \$58,485.00	7.5	7/1/23
Huddleston	Lynda	Adult Ed	Approved salary increase in AE state budget \$80,000	7.5	7/1/23
Morgan	Lola	Adult Ed	Approved salary in state Adult ED budget for 23-24 is \$39,564.00	7.5	7/1/23
Prince	Karen	Adult Ed	Approved Salary in state Adult Ed budget for 23-24 is \$37,008.00	7.5	7/1/23
Johnson	Michelle	Adult Ed	Approved Salary in state Adult Ed budget for 23-24 is \$37,386.00	7.5	7/1/23
Kramer	Haley	AMS	Master's = \$2,600 - confirmed in TNCompass	7.5	7/26/23

Heady	Josephine	CCEs	CCE Enrichment Specialist 5 extra days & \$1000 stipend	7.5	7/27/23
Baggett	Amy	PSMS	PSMS Enrichment Specialist 5 extra days & \$1000 stipend	7.5	7/26/23
Rich	Laura	Central Office	Specialist moving to Coordinator pay scale MS/23-24 NEW SCALE = \$84,922.31	7.5	7/1/23
Wheeler	Tonia	Central Office	Specialist moving to Coordinator pay scale MS/23-24 NEW SCALE = \$84,922.31	7.5	7/1/23
Matheny	Vickie	CHS	covering LOA for the 1st 9 weeks on 120 day contract	7.5	7/28/23
Jones	Steve	UMS	covering maternity leave until 12/04/23	7.5	7/31/23
Miller	Erica	BPS	taking an unpaid LOA for 1 year	7.5	7/31/23
Hickey	Haley	CHS	did not acknowledge prior experience. Change from step 2 to step 4 effective 7/25/23	7.5	7/25/23
Hughett	Joshua	Transportation	Increase to Level 4 Mechanic with 2 yrs experience	8	7/20/23
Vega	Pablo	Transportation	Increase to Level 5 Mechanic with 7yrs experience	8	7/20/23
Kincaid	Stephanie	PSES	will fill a LOA for 30 days for a RTI Assistant	7	8/9/23
Craig	Jeremiah	CHS	Master's Degree = \$2,600	7.5	8/9/23
Childress	Robert	CHS	EDS = \$2,600	7.5	8/8/23
Henry	Leanne	CsES	Master's Degree = \$2,600	7.5	8/8/23
Henry	Judy	CHS	Sick Bank awarded 20 sick bank days	7.5	7/26/23
Hughett	Brenda	STAR Center	Approvel \$20 monthly stipend for Cell phone usage	3	7/1/23
Tollett	Stephanie	AMS	teaching an extra class (Geometry Honors) for 23-24 school year. Total stipend \$6,500.	7.5	7/28/23
Powell	David	CHS	\$7,500.00	7.5	8/1/23
Clark	Alexis	UHS	Master's = \$2,600	7.5	7/27/23
Hennigan	Taylor	CHS	Coaches Stipend from SSO Wages \$1,166.67 SSO Booster	7.5	8/11/23
Webb	Angela	CCEs	\$2,000 increase for 23-24 on base salary	7.5	7/1/23
Matheson-Gaw	Karen	AES	\$2,000 increase for 23-24 on base salary	7.5	7/1/23
Thrasher	Stefanie	PSMS	EDS = \$2,600	7.5	8/14/23
Mahan	Rhonda	CCEs	\$2,000 increase for 23-24 on base salary	7.5	7/1/23
Cook	Diana	Burks	\$2,000 increase for 23-24 on base salary	7.5	7/1/23
Asberry	Amanda	BPS	will be splitting the hours for the Family Engagement Coordinator with Madison Farley	7.5	8/1/23
Vega	Pablo	Transportation	\$87.11 payment for Bus Delivery	8	8/14/23
Foster	Arianna	VITAL	Funding code change	7	7/1/23
Gaw	Phyllis	VITAL	Funding code change	7	7/1/23
Godfrey	Cherri	VITAL	Funding code change	7	7/1/23
Hale	Michelle	CES	School-level Enrichment Specialist for 23-24 school year	7.5	7/26/23
Bush	Larra	AMS	Sick Bank awarded 20 sick bank days	7.5	8/16/23
Scribner	Kendra	CHS	Verification of Experience received, BS/2 years, adjusted pay \$47,800.00	7.5	8/17/23
Walker	David	CES	Verification of Experience received, PHD/4 \$57,250.00	7.5	8/17/23
Wilkins	Audrey	JWES	Verification of Experience received, BS/1 \$47,150.00	7.5	8/17/23
Burgin	Laura	PSMS	Verification of Experience received, MS/7 \$54,000	7.5	8/17/23
May	Stacey	BPS	Verification of Experience received, MS/13 \$58,600	7.5	8/17/23
Martin	Ellen	UHS	Verification of Experience received, BS/2 \$47,800	7.5	8/17/23
Metzlar	Peter	CHS	Verification of Experience received, BS/31 \$70,300	7.5	8/17/23

**SPREADSHEETS:**

- Summer Literacy Training Stipend
- Daily increase in hrs for School Nutrition Cafeteria Managers
- Adult Ed teachers approved for hrly rate of \$30/hr in the Adult Ed state budget
- Cafeteria Managers Cell Phone Stipend
- New Employee Orientation 2023

- Spreadsheet & PCF #1
- Spreadsheet & PCF #2
- Spreadsheet & PCF #3
- Spreadsheet & PCF #4
- Spreadsheet & PCF #5

Inservice Days for PCSS Nurses  
SPED Cell Phone Stipend SY 23-24  
21st CCLC Additional Hours worked  
List of Title I & Family Engagement Liaison's  
Cell Phone Stipend for Student Services  
BEST Group employees

List & PCF #6  
List & PCF #7  
Spreadsheet & PCF #8  
Spreadsheet & PCF #9  
Spreadsheet & PCF #10  
List & PCF #11

PUTNAM COUNTY BOARD OF EDUCATION  
APPROVAL FORM

NEW HIRE NAME:

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

\* LOCATION: **CENTRAL OFFICE**

Employee Type Code: **12CER**

OR Employee's Name: **DIANA S WOOD**

#1

\* REASON FOR ACTION: **ADDITIONAL HOURS**

\* EFFECTIVE DATE: **06/05/2023**

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

HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT: **N/A**

\* REPLACING: **N/A**

\* MONTHS WORKED PER YEAR: **10**

\* HOURS WORKED PER DAY: **7.5**

POSITION FUNDED: **See attached for code by training attended**

Type of Funding:

\* NOTES: **Summer Literacy Training Stipend for attending training. Funded through FY23 Summer Literacy Training Stipend grant. Each participant receives \$1000.**

DIRECTOR OF SCHOOLS - **CORBY KING**

DEPUTY DIRECTOR OF SCHOOLS - **TIM MARTIN**

DIRECTOR, HUMAN RESOURCES - **ANGIE KNIGHT**

DIR OF SCHOOLS SIGNATURE

DEPUTY DIR SIGNATURE

DIRECTOR HR SIGNATURE

## Summer Literacy Stipend - Summer 2023

### Early Literacy Training

	Last Name	First Name
1	Nemore	Haley
2	Jenkins	Kiri
3	Helton	Deanna
4	Henry	LeAnne
5	Craig	Carmela (Cris's s/n)
6	Leimer	Sherri (LHS)
7	Draughon	Danalyn
8	Shelton	Sara Beth

141 71100 189 000 02512 000

### Secondary Literacy Training

	Last Name	First Name
1	Sisko	Kasey
2	Huff	Amber
3	Copeland	Margaret
4	Thrift	Harrison
5	Davis	Trinity
6	Guzman	Cirel
7	Burlison	Morgan
8	Locklear	Kelli
9	Wright	Gregory
10	Givens	Gabielle

141 71100 189 000 02516 000

Broken down as instructed by Diana Wood over phone. She is aware 2 of the early literacy teachers are high school, they did attend the trainings. LHM 7/25/2023

Summer Literacy Stipend -- Summer 2023

Haley	Nemore
Kasey	Sisko
Amber	Huff
Margaret	Copeland
Harrison	Thrift
Trinity	Davis
Cirel	Guzman
<b>MORGAN</b>	<b>BURLISON</b>
Kelli	Locklear
Gregory	Wright
Gabrielle	Givens
Kiri	Jenkins
Deanna	Helton
LeAnne	Henry
Carmela	Craig
Sherri	Leimer
Danalyn	Draughton
Sara	Shelton

PUTNAM COUNTY BOARD OF EDUCATION  
APPROVAL FORM

NEW HIRE NAME:

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

\* LOCATION: **FOOD SERVICES**

Employee Type Code: **12SPT**

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

#2

\* REASON FOR ACTION: **INCREASE IN HRS**

\* EFFECTIVE DATE: **07/24/2023**

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

HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

\* REPLACING: **N/A**

\* MONTHS WORKED PER YEAR: **9**

\* HOURS WORKED PER DAY: **8.0**

POSITION FUNDED: **143 E 73100 165 000 (LOC)**

Type of Funding:

\* NOTES: **Please see attached spreadsheet for daily increase in hours for School Nutrition Cafeteria Managers. Each manager currently works 7.5 hours per day but will increase to 8 hours per day.**

**DIRECTOR OF SCHOOLS - CORBY KING**

**DEPUTY DIRECTOR OF SCHOOLS - TIM MARTIN**

**DIRECTOR, HUMAN RESOURCES - ANGIE KNIGHT**

DIR OF SCHOOLS SIGNATURE

DEPUTY DIR SIGNATURE

DIRECTOR HR SIGNATURE

<u>SCHOOL</u>	<u>CAFÉ MANAGER</u>	<u>CURRENT HOURS</u>	<u>INCREASING HOURS TO:</u>	<u>FUNDING</u>
Algood Elem School	Elizabeth Miller	7.5	8	143 E 73100 165 000 00005
Algood Middle School	Heather Trevathan	7.5	8	143 E 73100 165 000 00008
Avery Trace	Mary Light	7.5	8	143 E 73100 165 000 00065
Baxter Primary	Rebecca Morgan	7.5	8	143 E 73100 165 000 00017
Cane Creek	Loretta Gentry	7.5	8	143 E 73100 165 000 00030
Capshaw	Christy Johnson	7.5	8	143 E 73100 165 000 00035
Cornerstone	Leigh Ann Hughes	7.5	8	143 E 73100 165 000 00015
Jere Whitson	Eleisha Burton	7.5	8	143 E 73100 165 000 00050
Monterey High	Lynda Roberson	7.5	8	143 E 73100 165 000 00055
Northeast	Lisa Broyles	7.5	8	143 E 73100 165 000 00057
Parkview	Virginia Titsworth	7.5	8	143 E 73100 165 000 00060
Sycamore	Rebecca Grist	7.5	8	143 E 73100 165 000 00070
Upperman High	Jennifer Haggard	7.5	8	143 E 73100 165 000 00090
Upperman Middle	Cindy Boles	7.5	8	143 E 73100 165 000 00110

PUTNAM COUNTY BOARD OF EDUCATION  
APPROVAL FORM

NEW HIRE NAME:

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

\* LOCATION: **ADULT ED**

Employee Type Code: **12CER**

OR Employee's Name: **LYNDA M HUDDLESTON**

#3

\* REASON FOR ACTION: **OTHER**

\* EFFECTIVE DATE: **07/01/2023**

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

HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

\* REPLACING: **N/A**

\* MONTHS WORKED PER YEAR: **12**

\* HOURS WORKED PER DAY: **1.0**

POSITION FUNDED: **141 E 71600 116 000 01002 000**

Type of Funding:

\* NOTES: **See attached list of part time adult ed teachers approved for hourly rate of \$30/hour in the Adult Ed state budget to be paid from 71600-116-1002. Effective July 1, 2023**

DIRECTOR OF SCHOOLS - **CORBY KING**

DEPUTY DIRECTOR OF SCHOOLS - **TIM MARTIN**

DIRECTOR, HUMAN RESOURCES - **ANGIE KNIGHT**

DIR OF SCHOOLS SIGNATURE

DEPUTY DIR SIGNATURE

DIRECTOR HR SIGNATURE

Adult Education Wage Increase 2023-2024

Part-time Teachers	Hourly Rate	Funding Code	
Beaty	Linda	\$30/hour	71600-116-1002
Bowman	Penny	\$30/hour	71600-116-1002
Cunningham	Mark	\$30/hour	71600-116-1002
Enix	Jonathan	\$30/hour	71600-116-1002
Hill	Ellie	\$30/hour	71600-116-1002
Phillips	Rhonda	\$30/hour	71600-116-1002
Roydsdn	Melissa	\$30/hour	71600-116-1002

PUTNAM COUNTY BOARD OF EDUCATION  
APPROVAL FORM

NEW HIRE NAME: **MGR CELLPHONE STIPENDS**

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

\* LOCATION: **FOOD SERVICES**

Employee Type Code: **12SPT**

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

#4

\* REASON FOR ACTION: **OTHER**

\* EFFECTIVE DATE: **08/01/2023**

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

HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

\* REPLACING: **N/A**

\* MONTHS WORKED PER YEAR: **9**

\* HOURS WORKED PER DAY: **8.0**

POSITION FUNDED: **143 E 73100 199 (LOC)**

Type of Funding:

\* NOTES: **Please see attached cafeteria manager  
cellphone stipend list per policy 3.3001. Board  
Approved 6/29/23 V.F.3**

**DIRECTOR OF SCHOOLS - CORBY KING**

**DEPUTY DIRECTOR OF SCHOOLS - TIM MARTIN**

**DIRECTOR, HUMAN RESOURCES - ANGIE KNIGHT**

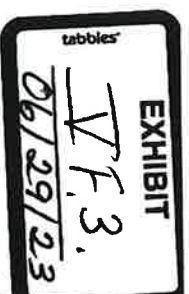
DIR OF SCHOOLS SIGNATURE

DEPUTY DIR SIGNATURE

DIRECTOR HR SIGNATURE

DEPARTMENT OF EDUCATION  
PUTNAM COUNTY  
SCHOOL NUTRITION PROGRAM

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



Putnam County Board of Education  
Agenda Request

Name of Person Making Request: Jennifer Mitchell

Department: School Nutrition

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

Account Funding Code (if appropriate)  
**143 E 73100 199**

Backup included

Backup to follow

Requesting approval for a \$20.00 monthly stipend for personal cell phone usage, per policy, 3.3001, use of cellular phones, for the School Nutrition manager at each school, see attached list.

This stipend will begin <sup>Aug</sup> ~~July~~ 2023 and will go through <sup>May</sup> ~~June~~ 2024.

Jennifer Mitchell 6/15/2023  
Signature of Person Making Request Date

\_\_\_\_\_  
Signature of Director of Schools Date

received  
06-15-23 AM ML

**SCHOOL NUTRITION CAFETERIA MANAGER LIST****10 MONTHS  
AUGUST 2023 - MAY 2024**

<b><u>SCHOOL</u></b>	<b><u>CAFETERIA MANAGER</u></b>	<b><u>CODING</u></b>
Algood Elem School	Elizabeth Miller	143 73100 199 00005
Algood Middle School	Heather Trevathan	143 73100 199 00008
Avery Trace	Mary Light	143 73100 199 00065
Baxter Primary	Rebecca Morgan	143 73100 199 00017
Burks	Jessica Williams	143 73100 199 00025
Cane Creek	Loretta Gentry	143 73100 199 00030
Capshaw	Christina Johnson	143 73100 199 00035
CHS	Farrah Thomsen	143 73100 199 00037
Cornerstone	Leigh Ann Hughes	143 73100 199 00015
Jere Whitson	Eleisha Burton	143 73100 199 00050
MHS	Lynda Roberson	143 73100 199 00055
Northeast Elem	Lisa Broyles	143 73100 199 00057
Park View	Virginia Titsworth	143 73100 199 00060
Prescott Elem 50%/Middle 50%	Bethanie Holmes	143 73100 199 00095/00100
Sycamore	Rebecca Grist	143 73100 199 00070
UHS	Jennifer Haggard	143 73100 199 00090
UMS	Cindy Boles	143 73100 199 00110

**PUTNAM COUNTY BOARD OF EDUCATION  
APPROVAL FORM**

NEW HIRE NAME: **New Employee Orientation 2023**

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

\* LOCATION: **CENTRAL OFFICE**

Employee Type Code: **12CER**

OR Employee's Name: **JUDY L SCHINBECKLER**

\* REASON FOR ACTION: **ADDITIONAL HOURS**

\* EFFECTIVE DATE: **07/17/2023**

#5

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

HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

\* REPLACING: **n/a**

\* MONTHS WORKED PER YEAR: **10**

\* HOURS WORKED PER DAY: **7.0**

POSITION FUNDED: **141 E 71100 116 000 00000 000**

Type of Funding:

\* NOTES: **New Employee Orientation 2023**  
**3 days at \$150 per day July 17, 18, and 19**

**DIRECTOR OF SCHOOLS - CORBY KING**

**DEPUTY DIRECTOR OF SCHOOLS - TIM MARTIN**

**DIRECTOR, HUMAN RESOURCES - ANGIE KNIGHT**

DIR OF SCHOOLS SIGNATURE

DEPUTY DIR SIGNATURE

DIRECTOR HR SIGNATURE

1	Adam	Alexander	UHS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
2	Ahlberg	Jennifer	SYTEMWII					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
3	Anderson	Brittany	BPS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
4	Asberry	Justin	ATMS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
5	Bamhill	Amy	SYSTEMWI					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
6	Bean	Heather	COES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
7	Bontager	Claire	BPS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
8	Boykin	Lindsay	NES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
9	Brooks	Dusti	SEES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
10	Burgin	Laura	PSMS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
11	Bush	Derek	CHS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
12	Busard	Chelsea	AES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
13	Cox	Shannon	CEES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
14	Craig	Kaitlyn	CHS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
15	Crisp	Kendra	CCE					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
16	Curey	Megge	CHS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
17	Davis	Trinity	UHS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
18	Diamond	Morgan	UMS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
19	Dukes-Smith	Jennifer	AMS					\$150.00	\$150.00	\$150.00	\$150.00	\$300.00
20	Farley	Madison	BPS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
21	Farley	Samantha	SYTEMWII					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
22	Ferguson	Susan	CCE					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
23	Gagliardi	Sara	COES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
24	Gore	Molly	ATMS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
25	Gragg	Tina	ATMS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
26	Grounds	Kasey	UMS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
27	Hall	Lucas	PSES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
28	Heady	Brandi	UMS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
29	Helton	Deanna	CEES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
30	Hernandez	Gabriela	CCE					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
31	Hull	Jamie	BPS					\$150.00	\$150.00	\$150.00	\$150.00	\$300.00
32	Hutson	Morgan	NES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00

33	Icenhour	Madilyn	PVES			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
34	Jackson	Jessica J	VITAL			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
35	Johnson	Mindy	CHS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
36	Jones	Madison	CSES			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
37	Keylon	Blake	CHS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
38	Kolath	Savannah	NES			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
39	Lefwich	Christi	BPS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
40	Martin	Ellen	UHS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
41	Mattson	Abby	PSES			\$150.00	\$150.00	\$150.00	\$300.00	\$450.00
42	May	Stacey	BPS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
43	McWilliams	Austyn	UHS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
44	Metcalfe	Olivia	UMS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
45	Metzlar	Peter	CHS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
46	Milligan	Jillian	AMS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
47	Moore	Aniza	PSES			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
48	Moss	Emily	CCE			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
49	Mott	Kelsey	AES			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
50	Nash	Trenton	VITAL			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
51	Nemore	Haley	BPS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
52	Nickels	Hannah	PSMS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
53	Nolan	Katie	PSMS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
54	Painter	Cade	SPED			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
55	Pearson	Madison	CHS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
56	Peters	Allyssa	UHS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
57	Phillips	Kris	BURKS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
58	Pierce	Carla	BPS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
59	Pirle	Kim	JWS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
60	Potter	Shawna	Burks/MHS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
61	Rabidoux	Paris	AMS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
62	Rector	Lanasa	Burks			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
63	Rigsby	Andrea	PSMS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
64	Riley	Matassia	MHS			\$150.00	\$150.00	\$150.00	\$150.00	\$450.00

65	Salinas	Adriana	SYTEMWIL					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
66	Sanders	Abigail	JWS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
67	Scott	Martisa	CHS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
68	Scott	James	NES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
69	Scribner	Kendra	CHS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
70	Sanz (Dunn)	Erin	NES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
71	Sharp	Ashley	PV					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
72	Shope	Jennifer	CHS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
73	Smith	DavidM	UMS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
74	Spears	Hannah	CHS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
75	Stout	Parker	MHS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
76	Timson	Mackenzie	CSES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
77	Tubbs	Lexi	AMS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
78	Urchurch	April	BURKS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
79	Walker	Celeste	ATMS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
80	Walker	David	CES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
81	Walker	Harley	AES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
82	Waller	Hayley	BPS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
83	Walls	Aaron	MHS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
84	Whitaker	Marcus	CHS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
85	White	Reagan	CCE					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
86	Wilcox	David	PSMS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
87	Wilkins	Audrey	JWES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
88	Williams	Lesley	MHS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
89	Williams	Madylin	CSES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
90	York	Stacia	MHS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
91	Zatun	Rebecca	ATMS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
92	Savage	Aaliyah	AES					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
93	Timson	Mackenzie	CSES					\$150.00				\$150.00
94	Anderson	Chelsey	CHS					\$150.00	\$150.00	\$150.00	\$150.00	\$450.00
95	Patel	Bhoomi	NES					\$150.00	\$150.00			\$300.00
96	Harris	Morgan	PVES					\$150.00	\$150.00			\$450.00

97	Wall	David	WPA		\$150.00	\$150.00	\$150.00	\$450.00
98	Wshard	Sandra	NES		\$75.00	\$150.00	\$150.00	\$375.00
99	Smith	Donetta	AES		\$150.00	\$150.00	\$150.00	\$450.00
100	Jenkins	Cecilia	AES		\$150.00	\$150.00	\$150.00	\$450.00
101	Vick	Duane	CHS			\$150.00	\$150.00	\$300.00
102	Parks	Preston	CHS		\$150.00	\$150.00	\$150.00	\$450.00
103	Baxter	Esther	PVES			\$150.00	\$150.00	\$300.00
104	Polk	Tara	WPA		\$150.00		\$150.00	\$300.00
105	Swley	William	CHS				\$150.00	\$150.00

**PUTNAM COUNTY BOARD OF EDUCATION  
APPROVAL FORM**

NEW HIRE NAME: **Nurse Inservice Days**

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

\* LOCATION: **CENTRAL OFFICE**

Employee Type Code: **12SPT**

OR Employee's Name: **AMY WEST**

#6

\* REASON FOR ACTION: **ADDITIONAL HOURS**

\* EFFECTIVE DATE: **07/26/2023**

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

HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

\* REPLACING: **n/a**

\* MONTHS WORKED PER YEAR: **9**

\* HOURS WORKED PER DAY: **7.0**

POSITION FUNDED: **141 E 72120 131 000 00000 000**

Type of Funding:

\* NOTES: **Please see the attached hours and dates for approved inservice days for PCSS Nurses. These hours will be paid from 141-72120-131 Dates and hours per day listed on attachment.**

**DIRECTOR OF SCHOOLS - CORBY KING**

**DEPUTY DIRECTOR OF SCHOOLS - TIM MARTIN**

**DIRECTOR, HUMAN RESOURCES - ANGIE KNIGHT**

**DIR OF SCHOOLS SIGNATURE**

**DEPUTY DIR SIGNATURE**

**DIRECTOR HR SIGNATURE**

Account # 141-72120-131-00000

**Nurse Inservice-1 day-7 hours**

Dawn Smith (sub nurse) 7/20  
Amy Strong 7/20  
Lisa Shaw 7/31  
Julie Reeser 7/31  
Melissa Copeland 7/20

**Nurse Inservice-2 days-14 hours - 7/20 ; 7/31**

Mary Sue Phillips  
Jessica Jackson  
Jada Hughes  
Glenda Elmore  
Kristen Phillips  
Pam Turner  
Lacie Fain  
Makenzie Randolph  
Kaitin Billingsley  
Cindy Dyer  
Heather Little  
Sandra Way  
Liz England  
Melissa Mackie  
Jessica Mullins  
Amy Sparks  
Nancy Hickey  
Dawn M Smith  
Tina Vaughn  
Marcy Peek  
Dana Stewart  
Bonnie Frazier  
Lana Reagan  
Kelley Collins  
Nicole Distefano  
Heather Camacho  
Karen Bear

PUTNAM COUNTY BOARD OF EDUCATION  
APPROVAL FORM

NEW HIRE NAME: CELL PHONE STIPEND

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

\* LOCATION: CENTRAL OFFICE

Employee Type Code: 12SPT

OR Employee's Name: TAMMY R JULIAN

\* REASON FOR ACTION: OTHER

\* EFFECTIVE DATE: 07/01/2023

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

HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

\* REPLACING: N/A- Cell Phone Stipend

\* MONTHS WORKED PER YEAR: 12

\* HOURS WORKED PER DAY: 8.0

POSITION FUNDED: 141 E 72220 199 000 00000 000

Type of Funding: SPED

\* NOTES: School Year 2023-2024 Cell Phone Stipend of  
\$20 per month for 12 months be paid from  
141-72220-199. See attached spreadsheet

DIRECTOR OF SCHOOLS - CORBY KING

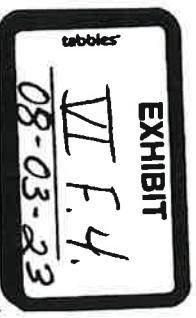
DEPUTY DIRECTOR OF SCHOOLS - TIM MARTIN

DIRECTOR, HUMAN RESOURCES - ANGIE KNIGHT

DIR OF SCHOOLS SIGNATURE

DEPUTY DIR SIGNATURE

DIRECTOR HR SIGNATURE



# Putnam County Board of Education Agenda Request

Name of Person Making Request: Sheri Roberson

Department: **Special Education**

Phone Number of Person Making Request: 931-525-4708

Backup Included  
 Backup to follow

Approval for a \$20 Monthly Stipend for cell phone usage for the 2023-2024 school year per Policy 3.3001, Use of Cellular Phones to be paid from 141-72220-199.

*Sheri Roberson* Sheri Roberson, Special Education Supervisor Date *5/31/23*

*[Signature]* Corby King, Director of Schools Date \_\_\_\_\_

**received**  
D6-06-23  
*JK*

MONTHLY \$20 STIPEND FOR CELL PHONE USAGE DURING 2023-2024 SCHOOL YEAR

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

## Putnam County Board of Education

<b>Use of Cell Phones</b>		Descriptor Code:	Issued Date:
		3.3001	01/12/12
Monitoring: Review: Annually, in October	Descriptor Term:	Revised:	Issued:
		3.3001	07/09/09

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

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

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

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

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

PUTNAM COUNTY BOARD OF EDUCATION  
APPROVAL FORM

#8

NEW HIRE NAME:

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

\* LOCATION: STAR CENTER

Employee Type Code: 12SPT

OR Employee's Name: REBECCA DAWN PHILLIPS

\* REASON FOR ACTION: ADDITIONAL HOURS

\* EFFECTIVE DATE: 07/17/2023

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

HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

\* REPLACING: No one

\* MONTHS WORKED PER YEAR: 9

\* HOURS WORKED PER DAY: 3.0

POSITION FUNDED: See funding for each listed

Type of Funding: 21st Century

\* NOTES: Please see attached spreadsheet.

DIRECTOR OF SCHOOLS - CORBY KING

DEPUTY DIRECTOR OF SCHOOLS - TIM MARTIN

DIRECTOR, HUMAN RESOURCES - ANGIE KNIGHT

DIR OF SCHOOLS SIGNATURE

DEPUTY DIR SIGNATURE

DIRECTOR HR SIGNATURE

21st CCLC PCF Spreadsheet  
July 2023

<b>Last Name</b>	<b>First Name</b>	<b>Location (school)</b>	<b>Assignment</b>	<b>Hrs NTE</b>	<b>Effective Date</b>	<b>Funding</b>	<b>Rate of Pay</b>
<b><u>Certified</u></b>							
Auberson	Shannon	AMS	CPR	NTE 3	7/17/23	142-73300-116-0431	\$30.00
Morgan	Kim	AMS	CPR	NTE 3	7/17/23	142-73300-116-0431	\$30.00
Nash (Russell)	Breanna	AMS	CPR	NTE 3	7/17/23	142-73300-116-0431	\$30.00
Williams	Kaity	AMS	CPR	NTE 3	7/17/23	142-73300-116-0431	\$30.00
<b><u>Support Staff</u></b>							
Burgess	Chasity	AMS	CPR	NTE 3	7/17/23	142-73300-163-0431	\$17.54

PUTNAM COUNTY BOARD OF EDUCATION  
APPROVAL FORM

#9

NEW HIRE NAME:

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

\* LOCATION: **CENTRAL OFFICE**

Employee Type Code: **12CER**

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

\* REASON FOR ACTION: **ADDITIONAL HOURS**

\* EFFECTIVE DATE: **07/01/2023**

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

HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

\* REPLACING: **NA**

\* MONTHS WORKED PER YEAR: **9**

\* HOURS WORKED PER DAY: **7.5**

POSITION FUNDED: **142 E 72210 189 011 00000 000**

Type of Funding: **Title**

\* NOTES: **Each school will have a Title I and Family Engagement Liaison stipend NTE of \$1000.00 to be paid \$500 in December and \$500 in May. If the position is shared they will split the funding.**

**DIRECTOR OF SCHOOLS - CORBY KING**

**DEPUTY DIRECTOR OF SCHOOLS - TIM MARTIN**

**DIRECTOR, HUMAN RESOURCES - ANGIE KNIGHT**

DIR OF SCHOOLS SIGNATURE

DEPUTY DIR SIGNATURE

DIRECTOR HR SIGNATURE

School	Title I Liaison	FE Liaison	FE Liaison
AES	Hunter Zanardi	Jill Williams	Keisha Bellar
AMS	Amber Campbell	Shannon Auberson	
ATMS	Karen Maddox	Robin Boutillette	Kelly Locklear
Baxter Primary	Carla Pierce	Madison Farley	Amanda Asberry
Burks	Diana Cook	Haley Combs	Brianna Pierce
Cane Creek	Angela Webb	Summer Davenport	
Cornerstone	Ashley Broome	Dee Bean	Jeni Lackey
JWES	Caren Bates	Casey Garrison	
Northeast	Christy Shephard	Valerie Kardatske	
PV	Sunshyne Stevens	Rebecca Neill	Chrissy Maynard
PSES	Amber Tatum	Jennifer Clark	
PSMS	Stefanie Thrasher	Paula Goehring	Joyce Key
Sycamore	Jennifer Phillips	Jennifer Phillips	
UMS	Richard Hubbard	Alyson Hamlet	
WPA	Elizabeth Jones	Margaret Copeland	

PUTNAM COUNTY BOARD OF EDUCATION  
APPROVAL FORM

NEW HIRE NAME:

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

\* LOCATION: **CENTRAL OFFICE**

Employee Type Code: **12SPT**

OR Employee's Name: **AMY WEST**

#10

\* REASON FOR ACTION: **OTHER**

\* EFFECTIVE DATE: **07/01/2023**

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

HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

\* REPLACING: **n/a**

\* MONTHS WORKED PER YEAR: **10**

\* HOURS WORKED PER DAY: **7.5**

POSITION FUNDED: **See funding codes on attachment for each**

Type of Funding:

\* NOTES: **Please see the attached cell phone stipends for Student Services along with the funding codes for each person effective for 2023-2024 school year**

**DIRECTOR OF SCHOOLS - CORBY KING**

**DEPUTY DIRECTOR OF SCHOOLS - TIM MARTIN**

**DIRECTOR, HUMAN RESOURCES - ANGIE KNIGHT**

DIR OF SCHOOLS SIGNATURE

DEPUTY DIR SIGNATURE

DIRECTOR HR SIGNATURE

Putnam County Board Of Education  
Agenda Request

EXHIBIT I  
VI.F.1.  
08-03-23  
BOE approved  
H Reed

Date: June 6, 2023

Department: Coordinated School Health/Student Services/Family Resources

Person Submitting: Trey Upchurch

Account Number (if appropriate) N/A

Check one:

X Backup included

Backup to follow

Statement to be included in board agenda packet:

Approval of a \$20.00 monthly cell phone usage stipend for the 2023-2024 schools year per policy 3.3001, Use of Cellular Phones, to be paid as follows:

- Jackie Reynolds, Family Engagement Coordinator, 142-72210-199
- Melanie Bussell, RTI Supervisor, 141-71100-199
- Janet Frank, Nursing Coordinator, 141-72120-199
- Kristy Hunt, Family Resource Coordinator, 141-73300-199
- Shelia Barker, Social Emotional Coordinator, 141-72120-199
- Cindy Putman, Social Academic Interventionist, 141-72120-199
- Amy West, CSH/SS Clerical, 141-72120-199

*Trey Upchurch*  
Signature of Person Making Request

10-10-2023  
Date

*[Signature]*  
Signature of Director of Schools

Date

Received  
06-07-23  
[Signature]

Jackie Reynolds  
110 Weston Drive  
Cookeville, TN 38506  
931-881-8848

Melanie Bussell  
1414 W. Riverside Drive  
Cookeville, TN 38501  
931-260-9418

Janet Frank  
1565 Canada Flatt Rd  
Cookeville, TN 38506

Kristy Hunt  
258 Wisteria Lane  
Sparta, TN 38583  
810-516-6013

Shelia Barker  
3228 Cherry Creek RD  
Sparta, TN 38583  
931-260-0528

Cindy Putman  
1505 Doris Drive  
Cookeville, TN 38501  
931-260-8266

Amy West  
1225 Lexus Place  
Cookeville, TN 38501  
931-319-5268

PUTNAM COUNTY BOARD OF EDUCATION  
APPROVAL FORM

NEW HIRE NAME:

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

\* LOCATION: **CENTRAL OFFICE**

Employee Type Code: **12SPT**

OR Employee's Name: **AMY WEST**

#11

\* REASON FOR ACTION: **OTHER**

\* EFFECTIVE DATE: **08/01/2023**

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

HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

\* REPLACING: **n/a**

\* MONTHS WORKED PER YEAR: **9**

\* HOURS WORKED PER DAY: **7.0**

POSITION FUNDED: **142 E 72130 130 401 00000 000**

Type of Funding:

\* NOTES: **The BEST Group employees (list attached)  
should be paid out of Title IV account # 142-  
72130-130-401 effective as of August 1, 2023**

**DIRECTOR OF SCHOOLS - CORBY KING**

**DEPUTY DIRECTOR OF SCHOOLS - TIM MARTIN**

**DIRECTOR, HUMAN RESOURCES - ANGIE KNIGHT**

DIR OF SCHOOLS SIGNATURE

DEPUTY DIR SIGNATURE

DIRECTOR HR SIGNATURE

2023-2024 BEST Group

Mae Fowler  
Kristie Trapp  
Michelle Miller  
Taylor Ferrell  
Geri Reese  
Susan Carter  
Bobby Wunningham

**MINUTES**

Putnam County Board of Education  
Cookeville, Tennessee  
August 3, 2023

The Putnam County Board of Education met in the office of the Putnam County Education Building - Cookeville, Tennessee on Thursday, August 3, 2023. Ms. **CRAVENS** convened the meeting at 5:00 PM.

**PRESENT.....6**

**ABSENT.....0**

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

Ms. **CRAVENS** stated the Board would address Agenda Item II., Approval of the Agenda.

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

Ms. **CRAVENS** stated the Board would address Agenda Item III., Announcements, and recognized Corby King, Director of Schools.

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

- Recognized, congratulated and presented a token of appreciation to the following Putnam County School System Teachers and Supervisors retiring between July 1, 2022, and June 30, 2023:

- Margie Cavender – 33 years
- Julie Gay Dale – 23 years
- Pamela Golliher – 25 years
- Martha Greer – 31 years
- Terri Gina Hale – 29 years
- Donna Johnson – 29 years
- Nadine Jones – 27 years
- Sarah McDonald – 20 years
- Susan McDonald – 18 years

Lucinda Moss – 38 years  
Dawn Nicholson – 31 years  
Marsha Pauli – 39 years  
Cynthia Pogue – 35 years  
Joann Shriner – 24 years  
Donna Sloan – 29 years  
Julie Styer – 11 years  
Janita Walker – 20 years  
Laura Wheeler – 30 years  
Selena Whiteside – 15 years  
Jennifer Williams – 30 years  
Robert Winningham – 45 years

Mr. **King** recognized Jackie Vester, Career & Technical Education (CTE) Supervisor, with a presentation.

Ms. **Vester** stated the following:

“ I am here this evening to honor someone who has been devoted to the Career and Technical Education’s (CTE) Structural Systems and Construction Program at Cookeville High School bringing his crew to our campus; working hand in hand with our students and giving them opportunities that have made the class an example of how by working with local industry partners, we cannot only enhance but fully realize the goals of an industry aligned CTE program. On behalf of Putnam County Schools, I would like to acknowledge and extend our deep appreciation to Steve Van De Voorde, owner of Van De Voorde Services LLC, an electrical contractor licensed in Tennessee, by presenting him with the *I Make A Difference Award*. He was driven to become the first fully accredited apprenticeship opportunity for high school students in Putnam County. Two years ago, two of our seniors started his apprenticeship program and are now employees of Van De Voorde Services. This past school year he trained one of our students and prepared him for the Skills USA Competition at the State Level in Chattanooga this past spring. This same student hopes to complete the apprenticeship program during this school year through Work Based Learning. Mr. Van De Voorde has been very kind to our program and each year out does himself with his generosity.”

- Recognized, congratulated and present the *I Make A Difference Award* to Steve Van De Voorde who, for the last five (5) years, has given without condition his time, his expertise, and his sincere desire to help young men and women learn a trade preparing them for employment or further skilled educational opportunities upon graduation.
- Noted the Director’s Personnel Report

Ms. **CRAVENS** stated the Board would address Agenda Item IV., Approval of the Minutes.

**ACTION:** (IV.) Ms. **RAMSEY** made a motion to approve the Minutes of the Regular July Board Meeting held on Thursday, June 29, 2023, @ 5:00 PM, as submitted. Mr. **McCORMICK** seconded the motion. Motion carried.

Ms. **CRAVENS** stated the Board would address Agenda Item V., Public Comment, and recognized Kirk Dyer.

Mr. **Dyer** stated the following:

- After 15 years as an Algood Middle School (AMS) non-faculty baseball coach, he retired at the end of 2022-23 school year.
- Recognized the following principals, who he had served under and been encouraged by, Tim Martin, Bubba Winningham and Rusty Darley.
- Expressed his appreciation of the support he received from the Algood Middle School staff, parents and students noting it was his honor to serve the community in this position.

Mr. **King** stated for the record that the law had changed recently requiring Boards to have the Public Comment section listed on the agenda to address items listed on that agenda noting Mr. Dyer had made his request to address the Board in May 2023 prior to the change so his request was honored.

Ms. **CRAVENS** stated the Board would address Agenda Item VI., Approval of the Consent Agenda, and asked if anyone had an item they would like removed for discussion.

**ACTION:** (V.A.1. – V.F.28.) Mr. **McHENRY** made a motion to approve the following Consent Agenda, as recommended and submitted by Corby R. King, Director of School:

## **V. Approval of the Consent Agenda**

### **A. Payments/Purchases**

1. Approval of the purchase of Instructure subscription for Master Connect per quote Q-308892-1 via piggy backing off the Kingsport City Schools RFP renewal in the amount of \$112,623.75 to be paid from 141-72130-322-02103 (\$75,000) and 142-72130-322-933 (\$37,623.75), as submitted.

2. Approval of payment to Discovery Education an online science subscription for grades K-12 of Charlotte, NC per CER pricing and quote number Q-316917 in the amount of \$147,233.14 where \$73,616.57 to be paid from 142-71100-471-932 and \$73616.57 to be paid from 142-71100-471-933, as submitted.
3. Approval of the purchase of 5<sup>th</sup> – 8<sup>th</sup> grade Science textbooks from Houghton Mifflin Harcourt – Chicago, Illinois in the amount of \$150,000.00 to be paid from 141-71100-449-02117, as submitted.
4. Approval of a payment to Richard C. Rinks and Associates – Cookeville, Tennessee in the amount of \$76,339.63 to be paid from 142-76100-707-933 for design services for the Park View Elementary School roof project (School Federal Program Funds – ESSER 3.0), as submitted.

**B. Bids/Quotes/Sealed bids/RFPs**

1. Approval of the Park View Elementary School Roof Replacement bid from the lowest and best bidder, Southern Roofing – Nashville, Tennessee, in the total amount of \$1,650,409.00 including the base bid, Alt. 1 and Alt. 2 to be paid from 141-72600-399, as submitted.

**C. Budget Amendments/Line Item Transfers**

1. General Purpose School Budget Amendments – Fund 141
  - a. Special Education – To allocate funds awarded to Putnam County School System for the Transition School to Work Grant
  - b. Adult Education – To budget for revenue received for Adult Education
  - c. Adult Education – To budget for revenue received for Adult Education
2. Federal Projects Budget Amendments – Fund 142
  - a. Career & Technical Education Carl Perkins Reserve Secondary Budget – To allocate Carl Perkins Reserve Secondary Application state funding to expenditure accounts for the 2023 -2024 school year

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

**E. Approval of the Grant Report**

**F. Other**

1. Approval of a \$20.00 monthly cell phone usage stipend for the following individuals or the 2023 – 2024 school year per Policy 3.3001, Use of Cellular Phones, to be paid as submitted:
  - Jackie Reynolds, Family Engagement Coordinator, 142-72210-199
  - Melanie Bussell, RTI Supervisor, 141-71100-199
  - Janet Frank, Nursing Coordinator, 141-72120-199
  - Kristy Hunt, Family Resource Coordinator, 141-73300-199
  - Shelia Barker, Social Emotional Coordinator, 141-72120-199
  - Cindy Putnam, Social Academic Interventionist, 141-72120-199
  - Amy West, CHS/Student Services Clerical, 141-72120-199
2. Approval of the renewal of the agreement between Putnam County Board of Education and Kayla Sarji PT, DPT – Cookeville, Tennessee for the 2023 – 2024 school year to provide Physical Therapy Services, supervision of PTSs (Physical Therapy Assistants), documentation and school personnel training/education for related services provided by Putnam County Schools to be paid from 141-72220-399, as submitted.
3. Approval of the renewal of the agreement between Putnam County Board of Education and Stellar Therapy Services, LLC – Chattanooga, Tennessee for the 2023 – 2024 school year to to seek and obtain reimbursement from TennCare Managed Care Contractors for related services (OT and PT) provided by Putnam County Schools to be paid from 141-72220-399, as submitted.
4. Approval of the \$20.00 Monthly Stipend for cell phone usage for the 2023 – 2024 school year for the following individuals:
  - Sheri Roberson

- Terri Melton
  - Tonia Wheeler
  - Laura Rich
  - Sheree Bernard
  - Tammy Julian
  - Jamey Ray Pack
  - Christina Martin
  - Vanessa Johnson
  - Summer Cantrell
5. Approval of the Student Teaching Partnership Agreement between University of Memphis and the Putnam County School System effective June 1, 2023 – May 30, 2024, with the option to request renewal for an additional three years, as submitted.
  6. Approval of the School Counseling Practicum and Internship Partnership Agreement between Middle Tennessee State University Professional Counseling Program and the Putnam County School System effective August 1, 2023, through July 31, 2024, with the option to request renewal for an additional three (3) years, as submitted.
  7. Approval of the following VITAL School Mascot Selection Committee's recommendations, as submitted:
    - School colors: *Red, White, Blue*
    - School mascot's name: *Trail Blazers*
  8. Approval of the following 2023 – 2024 rates of pay for substitute teachers, substitute SPED and Pre-K assistants:
    - \$112.50 Non-certified Substitute Teacher
    - \$115.00 Certified Substitute Teacher
    - \$120.00 Retired PCSS Teacher
    - \$15.00 Hourly rate, which equals \$112.50 per day (7.5 hours per day)
  9. Approval for the power washing and restoration of the brick along the baseball and softball fields side of the building at Monterey High School from All Seasons Power Washing and Exterior Services – McMinnville, Tennessee in the amount of \$19,890.00 to be paid from 141-72600-399, as submitted.

10. Approval of a \$20.00 monthly stipend for cell phone usage for Brenda Hughett, Extended Learning Program Coordinator, effective July 1, 2023 – June 30, 2024, per Policy 3.3001, Use of Cellular Phones, to be paid from 141-73300-02003 and 142-73300-732, as submitted.
11. Approval of the following change orders:
  - Change Order #001 for Avery Trace Middle School gym floor replacement adding \$28,215.00 to the contract amount for the work per quote from Covington – Birmingham, Alabama
  - Change Order #001 for Algood Middle and Cornerstone Elementary gym floor refinishing, adding \$20,955.00 to the contract amount for floor graphics at both schools per quotes from Covington – Birmingham, Alabama with schools reimbursing the General Fund for the upgraded graphics cost difference.
12. Approval to renew contracted services for the 2023 – 2024 school year with EMS LINQ, INC., provider of school nutrition management software services, to be paid from 143-73100-399, as submitted.
13. Approval of the Student Teacher Partnership Agreement between the Western Governors University and the Putnam County School System effective 09/01/23 – 08/31/24, as submitted.
14. Approval to renew subscription for Ident-A-Kid visitor management platform per quote in the amount of \$18,905.00 to be paid from 141-71100-722-01607, as submitted.
15. Approval for renewal of Platform, Strategies and Math from ELLevation (Curriculum Associates) per cooperative purchasing group Allied States #22-7436 in the total amount of \$29,937.50 per contract where \$8,625.00 to be paid from 142-72210-399-101, \$8,625.00 to be paid from 142-72210-599-301 and \$12,687.50 to be paid from general funds, as submitted.
16. Approval of the Upperman High School request to begin Tennis as a club sport for the 2023 – 2024 school year with no supplement given and with the intent of establishing an organized Tennis team once all requirements are met.

17. Approval of the agreement with Qualtrics/Merkle for annual hosting and maintenance for Qualtrics Data on a secure server, as submitted.
18. Approval of the Quarterly Reports for Quarterly Reports for quarter ending June 30, 2023, for the following funds, as submitted:
  - 141 General Purpose Schools
  - 142 Federal Projects
  - 143 Central Cafeteria
  - 146 Extended School Program
19. Approval of the Medical, Dental and Vision Insurance Rates for the 2024 calendar year, as submitted.
20. Approval of Classification Chart and Pay-scale for both Hourly and Professional Non-certified Employees for the 2023 – 2024 school year, as submitted.
21. Approval of the 2023 – 2024 Certified Salary Scale, as submitted.
22. Approval of the Instructure Services Agreement between Instructure, Inc. – Salt Lake City, Utah and Putnam County School System for professional services for the 2023 – 2024 school year in cooperation with the National IPA #R150702 agreement in the total amount of \$26,100 to be paid from 141-72200-399-01501, General Funds, as submitted.
23. Approval of the Edgenuity Services Agreement between Edgenuity Inc. – Scottsdale, Arizona and Putnam County School System for professional services for the 2023 – 2024 school year in the total amount of \$88,696.14 to be paid from General Funds in cooperation with the Interlocal Purchasing System (TIPS) agreement, as follows: 141-71100-399-01501 (\$83,696.14) and 141-71200-71200-163 (\$5,000.00).
24. Approval of the \$20.00 monthly stipend for cell usage for Krista Hamilton, School Age and Employee Child Care Program Coordinator, effective July 1, 2023, through June 30, 2024, per Policy 3.3001, Use of Cellular Phones, to be paid from 146-73300-199-01800, as submitted.

25. Approval of the agreement between Cummins Filtration and Putnam County Schools to study coolant use and effectiveness in the school bus fleet, as submitted.
26. Approval to enter into a lease with Tennessee Technological University (TTU) for the use of certain premises situated on the campus of TTU located at Matthews-Daniel Hall, 80 West 8<sup>th</sup> Street, Cookeville, Tennessee (Rooms 110, 113, 114, and 139) for use by the Putnam County School System's Independence Program, as submitted.
27. Approval to enter into a dual enrollment agreement between Tennessee College of Applied Technology (TCAT) – Livingston, Tennessee and Putnam County School System (Cookeville High, Monterey High, Upperman High) to provide eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), as submitted.
28. Approval of the request from Baxter Primary School to paint a mural on the South wall of the gymnasium to be paid with funds from PTO and donations from Potter's Ace Hardware, as submitted.

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

Ms. **CRAVENS** stated the Board would address Agenda Item VII.A.1., Park View School Project Update.

Mr. **King** stated Kim Chamberlin, Upland Design Group – Crossville, Tennessee, was attending a conference and submitted his report to John Magura, Facilities Supervisor, to present to the Board.

Ms. **CRAVENS** recognized Mr. Magura with School Project Updates.

Mr. **Magura** stated the following regarding the Park View School Project Update:

- Good work continuing on site even with weather being iffy
- All slab poured at this time.
- Installed roof joists in classroom wing
- Started on stairwells in second floor roof area
- Continuing rough in MPE in that section of the building
- Block continuing in front of building
- Brick continuing around the back of building
- Everything moving in the right direction

Ms. **CRAVENS** asked if we got the brick situation settled; and Mr. **Magura** stated the brick issue was resolved.

Mr. **Magura** recommended approval of the three (3) Park View Action Items, as submitted.

**ACTION:** [VII.A.1.a.(1.) - VII.A.1.a.(3)] Dr. **FRY** made a motion to approve the following Park View Action Items, as submitted and recommended by John Magura, Facilities Supervisor:

- VII.A.1.a.(1.) – Approval to pay American Constructors, Inc. – Brentwood, Tennessee in the amount of \$2,079,882.55 and Pinnacle Bank (retainage) in the amount of \$96,972.65 for pay application #11 related to the Park View School Project to be paid from the Putnam County Bond Issue.
- VII.A.1.a.(2.) – Approval to pay Upland Design Group, Inc. – Crossville, Tennessee in the amount of \$21,622.84 for architectural services for the Park View School Project to be paid from 141-76100-304-02504.
- VII.A.1.a.(3.) -Approval of a payment to GEOService, LLC – Chicago, IL in the amount of \$14,053.75 for construction monitoring services for the new Park View School through June 25, 2023, to be paid from 141-76100-399-000-02504-000.

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

Mr. **Magura** stated the following regarding the Upperman High School (UHS) Expansion Project Update:

- Block work completed.
- Contractor still waiting on brick; to arrive first week of October
- Doing overhead rough in of mechanical, plumbing, and electrical
- North classroom addition is roofed; working on south classroom addition
- Roof replacement with AAR at the school proceeding with an expected completion date of about six weeks

Ms. **CRAVENS** stated the Board would address Agenda Item VII.A.2.a.(1.) – VII.A.2.a.(4.), UHS Expansion Project Action Items.

**ACTION:** [VII.A.2.a.(1.) - VII.A.2.a.(4.)] Mr. **McHENRY** made a motion to approve the following UHS Expansion and Roof Project Action Items, as recommended by John Magrua, Facilities Supervisor:

- VII.A.2.a.(1.) – Approval to pay King Construction Group, Inc. – Cookeville, Tennessee in the amount of \$218,486.40 and First Horizon Bank (retainage) in the amount of \$11,499.29 for pay application #9 related to the Upperman High School Expansion Project to be paid from 142-76100-707-933 (ESSER 3.0).
- VII.A.2.a.(2.) – Approval of a payment to Upland Design Group, Inc. – Crossville, Tennessee in the amount of \$2,298.85 to be paid from 142-76100-707-933 for architectural services for the Upperman Expansion Project (School Federal Program Fund – ESSER 3.0).
- VII.A.2.a.(3.) – Approval to pay AAR of North Carolina, Inc. – in the amount of \$553,222.06 and First National Bank (retainage) in the amount of \$29,116.94 for pay application #4 related to the Upperman High School Expansion Project (roof replacement) to be paid from 142-76100-707-913 (ESSER 3.0).
- VII.A.2.a.(4.) – Approval to pay Engineering & Testing Solutions, LLC – Knoxville, Tennessee in the amount of \$395.00 for engineering services related to the Upperman High School Expansion Project to be paid from 142-76100-707-933 (ESSER 3.0)

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

Ms. **CRAVENS** stated the Board would address Agenda Item VIII., Adjournment.

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

The Board adjourned at 5:25 PM.

09-07-23  
Date

  
\_\_\_\_\_  
Kim Cravens  
Chair

  
\_\_\_\_\_  
Corby King  
Director of School





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

Date \_\_\_\_\_ 9/7/2023  
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 purchase a 2023 International Dry Van model CV515 SFA from Cumberland International Trucks, Inc. (State of Tennessee contract 72311) in the amount of \$97,166.88 from account 141-72710-729 (General Purpose School Fund, Transportation Equipment).

received  
08-22-23 *SK*



# **CV515 SFA**

Sales Proposal For:

**PUTNAM COUNTY BOARD OF EDUCATION**

Presented By:

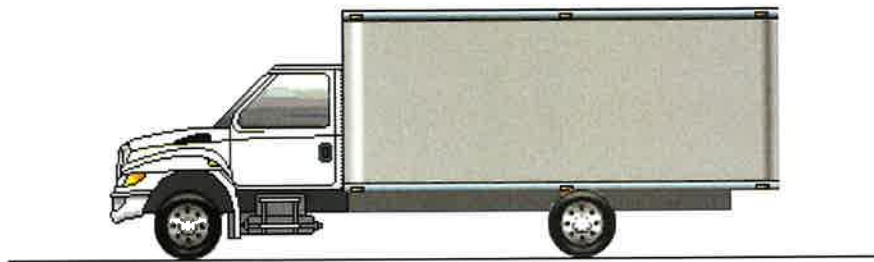
**CUMBERLAND INTERNATIONAL TRUCKS, INC.**

**Prepared For:**  
PUTNAM COUNTY BOARD OF EDUCATION  
KIM BRADFORD  
1400 E Spring St.  
Cookeville, TN 38506-4313  
(931)526 - 9342  
Reference ID: N/A

**Presented By:**  
CUMBERLAND INTERNATIONAL TRUCKS, INC.  
Erick Creasey  
640 Massman Dr.  
NASHVILLE TN 37210 -  
(615)256-4633

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Priced on SWC 209 Contract# 72311**



**Model Profile**  
**2023 CV515 SFA (CV515)**

<b>AXLE CONFIG:</b>	4X2
<b>APPLICATION:</b>	Dry Van
<b>MISSION:</b>	Requested GVWR: 19500. Calc. GVWR: 23500. Calc. GCWR: 37000 Calc. Start / Grade Ability: 46.03% / 3.72% @ 55 MPH Calc. Geared Speed: 97.3 MPH
<b>DIMENSION:</b>	Wheelbase: 201.00, CA: 119.80, Axle to Frame: 75.00
<b>ENGINE, DIESEL:</b>	{International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 2750 HS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, Less PTO Provision, Less Retarder, Includes Park Pawl, with 23,500-lb GVW and 37,500-lb GCW Max, On/Off Highway
<b>AXLE, FRONT NON-DRIVING:</b>	{Dana Spicer D-800N} I-Beam Type, 8,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.56
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 225/70R19.5 Load Range H HSR+ (CONTINENTAL), 645 rev/mile, 87 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 225/70R19.5 Load Range H HDR+ (CONTINENTAL), 643 rev/mile, 87 MPH, Drive
<b>SUSPENSION, REAR, SINGLE:</b>	15,500-lb Capacity, Vari-Rate Springs
<b>PAINT:</b>	Cab schematic 100CX Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
Base Chassis, Model CV515 SFA with 201.00 Wheelbase, 119.80 CA, and 75.00 Axle to Frame.	4671/2886	7557
<b>AXLE CONFIGURATION</b>		
AXLE CONFIGURATION {Navistar} 4x2	0/0	0
<u>Notes</u> : Pricing may change if axle configuration is changed.		
<b>ENGINE</b>		
ENGINE, DIESEL {International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)	0/0	0
<u>Includes</u> : GLOW PLUG Automatic with Indicator Light : OIL FILTER, ENGINE Spin-On Type		
EMISSION, CALENDAR YEAR {International 6.6} EPA, OBD and GHG Certified for Calendar Year 2023	0/0	0
CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 730 SqIn Louvered, with 578 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0
FAN DRIVE Viscous Type, Screw On, Rear Tether, Electronically Controlled	0/0	0
AIR CLEANER Single Element, with Water Separator	0/0	0
BLOCK HEATER, ENGINE 120V/800W	0/0	0
GOVERNOR Electronic Road Speed Type; with 75 MPH Default	0/0	0
<b>TRANSMISSION</b>		
TRANSMISSION, AUTOMATIC {Allison 2750 HS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, Less PTO Provision, Less Retarder, Includes Park Pawl, with 23,500-lb GVW and 37,500-lb GCW Max, On/Off Highway	0/0	0
NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming	0/0	0
<b>REAR AXLES, SUSPENSIONS</b>		
AXLE, REAR, SINGLE {Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.56	0/12	12
SUSPENSION, REAR, SINGLE 15,500-lb Capacity, Vari-Rate Springs	0/41	41
AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints	0/0	0
DIFFERENTIAL, LOCKING {Dana Spicer Trac-Lok} Torque Proportioning Limited Slip	0/0	0
<b>FRONT AXLES</b>		
AXLE, FRONT NON-DRIVING {Dana Spicer D-800N} I-Beam Type, 8,000-lb Capacity	0/0	0
<b>FRONT SUSPENSIONS</b>		

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 8,000-lb Capacity, with Shock Absorbers	24/0	24
STABILIZER BAR, FRONT	50/0	50
<b>CABS, COWLS, BODIES</b>		
CAB Conventional, Day Cab	0/0	0
<u>Includes</u>		
: CAB DOOR LOCKS Power Door Locks All Doors		
: DOME LIGHT, CAB with OFF/DOOR/ON Settings; Located in Overhead Console		
: READING LIGHT, CAB Located in Overhead Console		
: STEP (2) One Per Door		
: STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door		
AIR BAG, FRONT, DRIVER SIDE	0/0	0
AIR BAG, FRONT, PASSENGER SIDE	0/0	0
AIR BAG, SIDE, DRIVER Seat Mounted, Outboard Side-Impact Airbag	0/0	0
AIR BAG, SIDE, PASSENGER Seat Mounted, Outboard Side-Impact Airbag	0/0	0
AIR BAG, SIDE CURTAIN Roof Mounted, for Front and Rear Outboard Seating Positions for Driver and Passenger Sides	0/0	0
AIR CONDITIONER with Heater, Single Zone	0/0	0
CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
<u>Includes</u>		
: SUN VISOR (2) Vinyl		
COLOR, INTERIOR Dark Ash	0/0	0
GAUGE CLUSTER English Speedometer, Includes English Odometer; Includes 3.5" Monochromatic Display with Personalization, Warning Messages and Vehicle Information	0/0	0
GLASS, ALL WINDOWS Deep Tinted, Rear Glass Only on Day Cab, Rear Doors and Rear Glass on Crew Cab	0/0	0
KEYLESS ENTRY SYSTEM REMOTE with Panic Alarm and Horn Beep Lock Confirmation, Includes Two Key Fob Transmitters	0/0	0
MIRROR, INSIDE REAR VIEW with Manual Tilt	0/0	0
MIRRORS (2) Manual Folding, Power Adjust, Heated, Black Heads and Arms, for 102" Load Width	19/3	22
SEAT BELT All Orange; 1 to 3	0/0	0
SEAT, DRIVER High Back with Integral Headrest, with Recline, Vinyl, Fixed Lumbar	0/0	0
SEAT, TWO-MAN PASSENGER High Back with Integral Headrest in Outboard Position, Center Fold-Down Armrest with Storage, Vinyl, with Recline	0/0	0
WINDOW, POWER (2) in Left and Right Doors	0/0	0
<b>FRAMES</b>		
FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield), Straight Top Flange with Contoured Bottom, Height Transitions from 7.375" (187.325mm) to 9.125" (231.775mm) to 7.625" (193.675mm); Width: 3.079" (78.21mm); Thickness: 0.3125" (7.94mm); 383.3" (9735.8mm) Max OAL	73/161	234

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
BUMPER, FRONT Contoured, Steel, Painted Black	0/0	0
TOW HOOK, FRONT (2) Frame Mounted	13/-1	12
AF RANGE 50" (128cm) Through and Including 75" (190cm)	0/0	0
WHEELBASE RANGE 185" (470cm) Through and Including 236" (600cm)	10/30	40
<b><u>BRAKES</u></b>		
BRAKE SYSTEM, HYDRAULIC {Bosch} Split System, with Four Channel ABS, Traction Control, Electronic Stability Control, Hydromax Brake Booster with High Speed Master Cylinder and Trailer Sway Control	0/0	0
BRAKE, PARKING {Bosch} DSSA Type, 12" x 3"; for Hydraulic Brake Chassis; Foot Operated in Cab; Differential Mounted	0/0	0
BRAKES, FRONT {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 8,000-lb Capacity	0/0	0
DUST SHIELDS, FRONT BRAKE for Hydraulic Brakes	0/0	0
BRAKES, REAR {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 15,500-lb Capacity per Axle	0/0	0
DUST SHIELDS, REAR BRAKE for Hydraulic Brakes	0/0	0
<b><u>STEERING</u></b>		
STEERING GEAR {Bosch S2 8014 Plus} Power	0/0	0
STEERING COLUMN Tilting	0/0	0
STEERING WHEEL 4-Spoke; 15" Dia., Black	0/0	0
<b><u>DRIVELINES</u></b>		
DRIVELINE SYSTEM {Dana Spicer} SPL100, for 4x2/6x2	0/0	0
<b><u>EXHAUST SYSTEMS</u></b>		
EXHAUST SYSTEM Horizontal, Frame Mounted Right Side, Under Rail, for Single Exhaust	0/0	0
ENGINE EXHAUST BRAKE for International 6.6 Engine	0/0	0
MANUAL REGEN Capability	0/0	0
<b><u>ELECTRICAL SYSTEMS</u></b>		
ELECTRICAL SYSTEM 12-Volt for CV Model	0/0	0
<u>Includes</u>		
: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover		
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
: PARKING LIGHT PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
: TURN SIGNALS, FRONT Includes Reflectors and Solid State Flashers; Flush Mounted		
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Integral with Turn Signal Lever		
ALTERNATOR {Denso SC6} Brush Type, 12 Volt, 220 Amp Capacity	4/0	4
BACK-UP ALARM Electric, 102 dBA	1/5	6

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
BATTERY BOX Steel, with Plastic Cover, 2 Battery Capacity, Parallel to Rail, 28" Wide, Mounted Left Side Under Cab	0/0	0
BATTERY SYSTEM {VARTA} Maintenance-Free, (2) 12-Volt 1300CCA Total, Top Threaded Stud	0/0	0
BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Crew Cab at Left Frame; Includes One Sealed Connector for Separate Ground/Backup/Left and Right Hand Turn, Left and Right Hand Tail/Stop/Accessory Power and Combined for Left and Right Hand Stop/Turn	3/1	4
CAMERA SYSTEM, REAR VIEW Includes Camera, Mounting, Wiring and Interface to the Monitor, for the Back-up Camera System	0/2	2
CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Flush Mounted on Cab	0/0	0
HEADLIGHTS Halogen, Composite Aero Design, Black Trim Bezel, with Daytime Running Lights	0/0	0
HORN, ELECTRIC (2) Disc Style	2/0	2
RADIO AM/FM/Clock/Bluetooth, Seek/Scan, with 7" Color Touch Panel Display	1/0	1
SPEAKERS (6)	2/0	2
STARTING MOTOR 12 Volt	0/0	0
STOP, TURN, TAIL & B/U LIGHTS Multi-Function, Sealed, Incandescent Stop, Turn and Tail Lights, Backup Lights with Rear Reflex Reflector, Includes License Plate Light	0/0	0
SWITCH, AUXILIARY 1 to 4 Latching Switches with 30-Amp Fuses	0/0	0
<b>FRONT END</b>		
FRONT END Tilting, Fiberglass, with Three Piece Construction	0/0	0
BUG SCREEN Mounted Behind Grille	0/0	0
FENDER EXTENSIONS Painted	0/0	0
GRILLE Molded in Dark Gray	0/0	0
LOGOS EXTERIOR Model Badges	0/0	0
RADIATOR STONE GUARD Mounted to Front Bumper	4/0	4
<b>SPEEDOMETER, TOOLS, MISC</b>		
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
PROMOTIONAL PACKAGE Government Silver Package	0/0	0
GVWR WEIGHT CLASSIFICATION Class 6 (19,501-26,000 lbs)	0/0	0
<b>FUEL TANKS</b>		
FUEL TANK Top Draw, Plastic, Rectangular, 17" Tank Depth, 40 US Gal (151L), Includes Auxiliary Draw Port and Fuel Filler Assembly, Mounted Between Frame Rails and Behind Rear Axle	0/0	0
DEF TANK 6.75 US Gal (26L) Capacity, Frame Mounted Outside Right Rail, Under Cab	0/0	0
<b>WHEELS, TIRES - FRONT</b>		
WHEELS, FRONT {Alcoa 76543} DISC; 19.5x6.75 Rims, Mirror Polish Aluminum, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-62/0	-62

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
(2) TIRE, FRONT 225/70R19.5 Load Range H HSR+ (CONTINENTAL), 645 rev/mile, 87 MPH, All-Position	6/0	6

**WHEELS, TIRES - REAR**

WHEELS, REAR {Alcoa 76543} DUAL DISC; 19.5" Mirror Polish Aluminum Outer and Inner Wheel, 8-Stud (275MM BC) Hub Piloted, Flanged Nut, Metric Mount, 6.75 Rims; with Steel Hubs	0/-187	-187
(4) TIRE, REAR 225/70R19.5 Load Range H HDR+ (CONTINENTAL), 643 rev/mile, 87 MPH, Drive	0/12	12

**WHEELS MISC OPTIONS**

COATING IDENTITY, FRONT WHEELS {Alcoa Dura-Bright XBR/EVO} Disc Front Wheels, Aluminum, with Vendor Applied Treatment, Not for Wide Base	0/0	0
COATING IDENTITY, REAR WHEELS {Alcoa Dura-Bright XBR/EVO} Disc Rear Wheels, Aluminum, with Vendor Applied Treatment, Not for Super Single/Wide Base	0/0	0
WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil	0/0	0
WHEEL SEALS, FRONT {Chicago Rawhide Nitrile} for Oil Lubricated Wheel Bearings	0/0	0

**Services Section:**

**WARRANTY**

WARRANTY Standard for CV515, Effective with Vehicles Built December 3, 2018 or Later, CTS-3000A	0/0	0
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**Total Component Weight:**

**4821/2965**    **7786**  
(lbs)            (lbs)

Morgan 16ft van body with rail lift gate

0/0    0

**Total Body Allied:**

**0/0**    **0**  
(lbs)    (lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(US DOLLAR)

Description

Price

Net Sales Price:

\$97,166.88

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

Putnam County School System  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

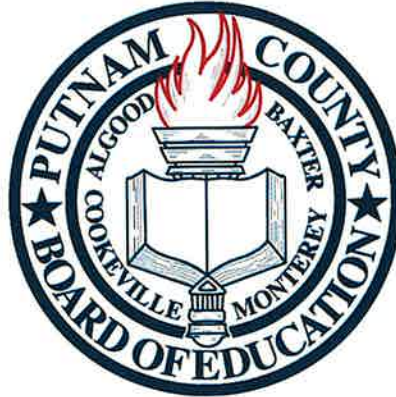
Kim Cravens      09-07-23

This proposal is not binding upon the seller without Seller's Authorized Signature

Board Chair      09-07-23  
\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



**Board Agenda Request  
For 2023 Meeting**

Date 08/22/2023

Department Teaching and Learning

Person Submitting Dr. Bubba Winningham

Account Number (if appropriate) 141-72210-599-02103

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

- Consider approval of payment to IB, International Baccalaureate Organization NY, for 2023-2024 Annual School Fees for Avery Trace Middle School in the amount of \$10,553.00 to be paid from 141-72210-599-02103.

received  
08-22-23 *[Signature]*



# First Reminder

Mark McReynolds  
Avery Trace Middle School  
1400 E Spring St  
Cookeville TN 38506  
United States

Date: 16-AUG-23

**Account Number: S049849 - MYP**

Dear Billing Contact

Our records show that your account has outstanding amount/s payable to the International Baccalaureate as detailed below:

Invoice Number	Invoice Due Date	Days Late	Invoice Type	Currency	Balance Due
12431208	05-JUL-23	42	Annual School Fee	USD	10,553.00

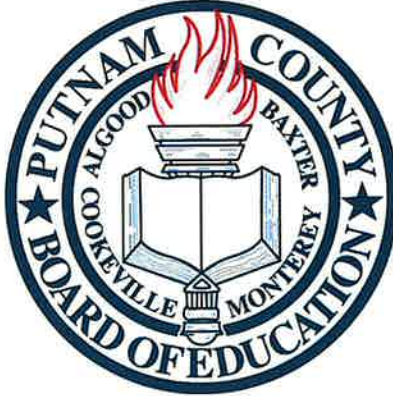
Please note that IB terms of payment are 30 days from the invoice date. All fees are due for payment within agreed terms and settlement of the current balance due is requested within 15 days.

Non-payment for more than 90 days may result in penalties such as in the IB charging interest on overdue amounts at commercially standard rates, restricting candidate registration for assessment, and/or withholding any other services provided by the IB.

If you have any concerns related to the invoices referenced, please contact us at [myaccount@ibo.org](mailto:myaccount@ibo.org) for support within 5 business days of receipt of this letter. If you have record of a completed payment that is not reflected above, include the date, currency and copy of your remittance advice in your communication for review.

Best regards,  
IB Finance, Accounts Receivable  
Email: [myaccount@ibo.org](mailto:myaccount@ibo.org)





Board Agenda Request  
For 2023 Meeting

Date 8/14/2023

Department Teaching and Learning

Person Submitting Dr. Winningham *Dr. Winningham*

Account Number (if appropriate) 141-72210-599-02103

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet: *District*

- Approval to ~~replace~~ *a purchase* the carpet *for* the Teaching and Learning Department in the ~~amount~~ *total* of \$12,772.00 from Cavendar's LLC The Interior Company, Cookeville, TN. *District Central Office's*

received  
08-14-23  
*[Signature]*

*Cavender's LLC*  
**The Interior Company**  
1641 East Spring Street  
Cookeville, Tennessee 38506

931-372-2112 \* Fax 931-528-9039  
[ernie@cavendersinterior.com](mailto:ernie@cavendersinterior.com)

August 11, 2023

Putnam Co. Board Of Education (C/O: Sarah Bos)  
1400 E Spring St. Cookeville, TN (38506)  
S- (931) 239-3543, BOE- (931) 526-9777 / Boss@pcsstn.com

Re: Proposal for Carpet and Base

**We propose to provide the following:**

Installation of Rubber Base and Scholarship- **26 Broadloom** carpet in the color Stainless Steel, to be installed in 10 rooms.

**\$9,079.00**

**OR**

Installation of Rubber Base and Scholarship- **Modular** carpet in the color Stainless Steel, to be installed in 10 rooms.

**\$12,772.00**

**Disclaimers:**

*\*This quote includes tearing out of existing flooring, disposal of removed flooring, and installation of the selected carpet & base.*

*\*\*The client is to remove furniture prior to installation, then replace it after the completion of installation.*

**Thank you for the opportunity to quote this project. We look forward to working with you.**

Proposal respectfully submitted,

*Ernie Cavender*

Ernie Cavender  
*Cavender's - The Interior Company*

Proposal Accepted By:

Date:

\_\_\_\_\_

\_\_\_\_\_



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

Date \_\_\_\_\_ 9/7/2023  
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, 2023 and June 30, 2023 in the amount of \$16,599.15 to be paid from 141-73400-399-01604, Other Contracted Service.

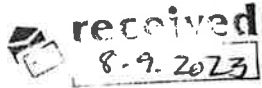
received  
08-10-23  
*SK*

**TENNESSEE TECHNOLOGICAL UNIVERSITY  
INVOICE**

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

Invoice No. 13354  
Invoice Date: 8/8/2023  
Payment Terms: net 30 days

FOR: PCS TN ECE Pilot 22 23  
TTU reference number: 534436 / 231034 / 2122G0183

	DESCRIPTION	AMOUNT DUE
04/01/23 Thru 06/30/23	See attached financial Report	16,599.15
		
	Tara Lytle Senior Grant Accountant 931-372-3026	
<b>TOTAL AMOUNT DUE</b>		<b>\$16,599.15</b>

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

EXHIBIT  
VI A.5.  
09-07-23  
tabbles



PCSS Board Agenda Request

Date 8/11/23

Department: Teaching and Learning

Person Submitting Dr. Winningham

Account Number (if appropriate): 142-72210-524-932 and 142-72210-524-201

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider the purchase of CERT (College Equip Readiness Tool) Next Generation Education Consutling, LLC in the amount of \$12,000. \$6,000 ~~will~~ <sup>with</sup> be paid ~~for~~ <sup>from</sup> out of 142-72210-524-932 and \$6,000 <sup>to</sup> ~~will~~ <sup>from</sup> be paid ~~out of~~ <sup>from</sup> 142-72210-524-201.

*Durango, CO*

received  
08-11-23  
*bc*

Next Generation Education Consulting, LLC  
3581 County Road 228  
Durango, CO 81301  
413.438.2378  
buddy.sampson@ngecg.com  
www.ngecg.com



## Estimate

### ADDRESS

Mr. Chris Winningham  
Putnam County School System  
1400 East Spring St  
Cookville, TN 38506 USA

ESTIMATE # 1114  
DATE 08/02/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/17/2023	PD In-Person / 1 day / 1 Facilitator	First day in person PD option	1	4,000.00	4,000.00
10/01/2023	PD In-Person / 1 day / 1 Facilitator	First day in person PD option	1	4,000.00	4,000.00
01/01/2024	PD In-Person / 1 day / 1 Facilitator	First day in person PD option	1	4,000.00	4,000.00
03/01/2024	PD In-Person / 1 day / 1 Facilitator	First day in person PD option	1	4,000.00	4,000.00

Service Dates are to be considered placeholders until actual dates are established.

SUBTOTAL 16,000.00  
DISCOUNT 25% -4,000.00  
TOTAL **\$12,000.00**

Accepted By

Accepted Date

gold SSER 2 et al  
found at BA by Bubba

Next Generation Education Consulting, LLC  
3581 County Road 228  
Durango, CO 81301  
413.438.2378  
buddy.sampson@ngecg.com  
www.ngecg.com



# Estimate

## ADDRESS

Mr. Chris Winningham  
Putnam County School System  
1400 East Spring St  
Cookville, TN 38506 USA

ESTIMATE # 1114  
DATE 08/02/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/17/2023	PD In-Person / 1 day / 1 Facilitator	First day in person PD option	1	4,000.00	4,000.00
10/01/2023	PD In-Person / 1 day / 1 Facilitator	First day in person PD option	1	4,000.00	4,000.00
01/01/2024	PD In-Person / 1 day / 1 Facilitator	First day in person PD option	1	4,000.00	4,000.00
03/01/2024	PD In-Person / 1 day / 1 Facilitator	First day in person PD option	1	4,000.00	4,000.00

Service Dates are to be considered placeholders until actual dates are established.

SUBTOTAL	16,000.00
DISCOUNT 25%	-4,000.00
<b>TOTAL</b>	<b>\$12,000.00</b>

Accepted By

Accepted Date

We will pay half from ESSER 2.0 and half out of Title II. Bubba is going to get on the board agenda.  
Bridgett Carwile

**Federal Programs Supervisor**

Putnam County Schools (<https://www.google.com/maps/search/Putnam+County+Schools+1400+E.+Spring+Street+Cookeville,+TN+38506+Office:+931?entry=gmail&source=g>)  
1400 E. Spring Street (<https://www.google.com/maps/search/Putnam+County+Schools+1400+E.+Spring+Street+Cookeville,+TN+38506+Office:+931?entry=gmail&source=g>)  
Cookeville, TN 38506 (<https://www.google.com/maps/search/Putnam+County+Schools+1400+E.+Spring+Street+Cookeville,+TN+38506+Office:+931?entry=gmail&source=g>)

Office: 931 (<https://www.google.com/maps/search/Putnam+County+Schools+1400+E.+Spring+Street+Cookeville,+TN+38506+Office:+931?entry=gmail&source=g>)-526-9777  
Direct: 931-525-4709  
Fax: 931-528-3790  
Email: [bridgett.carwile@pcsstn.com](mailto:bridgett.carwile@pcsstn.com) (<mailto:bridgett.carwile@pcsstn.com>)



"Life is 10% what happens to me and 90% of how I react to it."  
~Charles Swindoll

"The future belongs to those who believe in the beauty of their dreams."  
~Eleanor Roosevelt

"A winner is someone who recognizes his God given talents, works his tail off to develop them into skills, and uses these skills to accomplish his goals."  
~Larry Bird

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

From: **Winningham, Chris** <[cwinningham1@pcsstn.com](mailto:cwinningham1@pcsstn.com) (<mailto:cwinningham1@pcsstn.com>)>  
Date: Thu, Aug 3, 2023 at 7:54 AM  
Subject: Fwd: Proposal For Training  
To: Bridgett Carwile <[bridgett.carwile@pcsstn.com](mailto:bridgett.carwile@pcsstn.com) (<mailto:bridgett.carwile@pcsstn.com>)>, Judy Schinbeckler <[schinbecklej@pcsstn.com](mailto:schinbecklej@pcsstn.com) (<mailto:schinbecklej@pcsstn.com>)>, Bussell, Melanie <

Hello!

I know this is a lot, but do we have any possibly of paying for this?

**Bubba Winningham, Ed.D**  
5-12 Instructional Supervisor  
Putnam County Schools  
931-526-9777  
[cwinningham1@pcsstn.com](mailto:cwinningham1@pcsstn.com) (<mailto:cwinningham1@pcsstn.com>)



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

From: **Buddy Sampson** <[buddy.sampson@eprep.com](mailto:buddy.sampson@eprep.com) (<mailto:buddy.sampson@eprep.com>)>  
Date: Wed, Aug 2, 2023 at 4:46 PM  
Subject: Re: Proposal For Training  
To: Holly Lawson <[holly@certforschools.com](mailto:holly@certforschools.com) (<mailto:holly@certforschools.com>)>, Winningham, Chris <[cwinningham1@pcsstn.com](mailto:cwinningham1@pcsstn.com) (<mailto:cwinningham1@pcsstn.com>)>

Hey Bubba - I talked to Holly after talking to you. I have attached a quote for in-person PD based on the request you sent to Holly. We would love to be this involved, helping teachers to see HO learned about CERT from Putnam County. Not sure who from the district spread the word, but tell me if you know! Let me know if you have any questions.

Best,



**Stirling "Buddy" Sampson**  
Chief Academic Officer, CERT

[buddy.sampson@eprep.com](mailto:buddy.sampson@eprep.com) (tel:[certforschools.com](tel:certforschools.com))  
[buddy.sampson@eprep.com](mailto:buddy.sampson@eprep.com) (<mailto:buddy.sampson@eprep.com>)  
340 Wall St. Princeton, NJ 08542 ([https://mailtrack.io/trace/link/e7d6cf3c6d7ada44b54bb95ea1a2325fb6b0966f?url=https%3A%2F%2Ft.sidekickopen26.com%2FCtc%2F13%20X31Z7bkW6FBwgR9h8rFVyPG\\_d7dRNfDVHyjW12C85c1W1gqk3k5gXqVWV6Gq9c91tP7IDW8qcT1F73s768W4JNL8V6bLVswW4DPqt7\\_kXYgN5TqKNxBPwT1W6C3RjQ3\\_CRRH95C7fQW4CgW3f4qhyXhW9fhnsd7zIVxfN66Zg0rm9NL\\_VWD-3f7vcGsVV48h8077Cc9BdNGbhq04&userId=251077&signature=5d26847b69b41f92](https://mailtrack.io/trace/link/e7d6cf3c6d7ada44b54bb95ea1a2325fb6b0966f?url=https%3A%2F%2Ft.sidekickopen26.com%2FCtc%2F13%20X31Z7bkW6FBwgR9h8rFVyPG_d7dRNfDVHyjW12C85c1W1gqk3k5gXqVWV6Gq9c91tP7IDW8qcT1F73s768W4JNL8V6bLVswW4DPqt7_kXYgN5TqKNxBPwT1W6C3RjQ3_CRRH95C7fQW4CgW3f4qhyXhW9fhnsd7zIVxfN66Zg0rm9NL_VWD-3f7vcGsVV48h8077Cc9BdNGbhq04&userId=251077&signature=5d26847b69b41f92))

On Wed, Aug 2, 2023 at 4:05 PM Holly Lawson <[holly@certforschools.com](mailto:holly@certforschools.com) (<mailto:holly@certforschools.com>)> wrote:



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

Date \_\_\_\_\_ 9/7/23  
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 Moore, Rader, Fitzpatrick and York, P.C. – Cookeville, Tennessee for legal services from May 12, 2023 to August 18, 2023 in the amount of \$15,587.49 to be paid from 141-72310-331, Legal Services. (General Purpose Schools)

**received**  
08-24-23 *PK*

LAW OFFICES  
**MOORE, RADER AND YORK, P.C.**  
46 NORTH JEFFERSON AVENUE  
COOKEVILLE, TENNESSEE  
38501

L. DEAN MOORE (1941-2019)  
DANIEL H. RADER III  
RICHARD LANE MOORE  
DANIEL H. RADER IV  
RANDALL A. YORK  
ANDRÉ S. GREPPIN  
WADE C. BLAIR

MAILING ADDRESS  
POST OFFICE BOX 3347  
38502  
TELEPHONE  
(931) 526-3311  
FACSIMILE  
(931) 526-3092

August 21, 2023

**PRIVILEGED AND STRICTLY CONFIDENTIAL**

Mr. Corby King  
Director of Schools  
Putnam County Schools  
1400 East Spring Street  
Cookeville, TN 38506

RE: School Board Matters May 12, 2023 through August 18, 2023

Dear Mr. King:

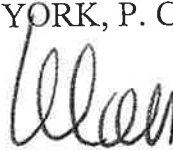
Enclosed is our statement through August 18, 2023.

I would appreciate it if you would place this on the September agenda for Board approval.

Thank you for your attention to this matter.

Yours very truly,

MOORE, RADER  
& YORK, P. C.



Daniel H. Rader III

DHR III/hsj  
Enclosure

received  
08-22-23  
hsj

**STATEMENT  
MOORE, RADER & YORK, P.C.  
46 NORTH JEFFERSON AVENUE  
POST OFFICE BOX 3347  
COOKEVILLE, TENNESSEE  
38502**

**August 18, 2023**

**TO: PUTNAM COUNTY BOARD OF EDUCATION  
1400 EAST SPRING STREET  
COOKEVILLE, TENNESSEE 38506**

IRS No. 62-0897974

---

FOR PROFESSIONAL SERVICES RENDERED

---

TO PROFESSIONAL SERVICES RENDERED:

**RE: SCHOOL BOARD MATTERS**

**May 12, 2023 through August 18, 2023**

Daniel H. Rader III: 49.00 hours at \$200.00 \$ 9,800.00

Lane Moore: 7.00 hours at \$200.00 \$ 1,400.00

André S. Greppin: 9.50 hours at \$200.00 \$ 1,900.00

PARALEGAL HOURS: 21.50 hours at \$95.00 \$ 2,042.50

OUT-OF-POCKET EXPENSES:

Copying charges \$ 121.60

Miscellaneous out-of-pocket \$ 323.39

TOTAL OUT-OF-POCKET EXPENSES \$ 444.99

**TOTAL AMOUNT OF STATEMENT \$ 15,587.49**



# Putnam County School System

1400 E. Spring Street  
Cookeville, TN 38506-4313  
Ph: (931) 526-9777 | Fax: (931) 528-6942  
www.pcsstn.com



Corby King  
Director of Schools

**ENGAGE INSPIRE ACHIEVE**

## Putnam County Board of Education Agenda Request

Name of Person Making Request: Tim Martin

Date: August 22, 2023

RE: Upperman High Scoreboard


Account Funding Code (if appropriate)

Backup included

Backup to follow

Agenda Item for September 7, 2023, Board meeting.

Request permission to purchase new scoreboard from Electro-Mech Scoreboards of Wrightsville, GA for Upperman High School Baseball field for the amount of \$22,009. \$5,000 from UHS allotment of Athletic Trainer Funds with the balance to be paid from UHS Baseball Restricted funds.

  
\_\_\_\_\_  
Supervisor 8/24/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Schools \_\_\_\_\_  
Date

received  
08-28-23  
/s/



# UPPERMAN HIGH SCHOOL

6950 Nashville Hwy. ♦ Baxter, Tennessee 38544

(931)858-3112 ♦ Fax (931)858-4641 ♦ [www.uppermanbees.com](http://www.uppermanbees.com)



To Whom It May Concern:

We have opened a school purchase order for the purchase of a new scoreboard for UHS baseball in the amount of \$22,009.00. We have received a few donations in which we have deposited to the restricted UHS baseball account and event coded them for the scoreboard. We would like to request a check in the amount of \$5000.00 from the BOE from the trainer funds that was approved for our school to use toward this purchase. Most of the funding will be paid from the baseball restricted account here at UHS we are inquiring if the check for \$5000.00 can be made payable to our school. We would deposit it into the baseball account and write one check to the vendor. If this is not acceptable, please let us know.

Also, we have obtained 3 quotes per policy guidelines and we are seeking board approval before moving forward with the purchase due to the cost of the scoreboard.

We have and can supply a copy of the quotes and the school's Purchase Order if needed. If you need anything else, please let me know.

Thank you for your time and attention in this matter.

Sincerely,

  
Ross Fanning



To Whom This May Concern:

The Upperman baseball head coach and athletic director acquired three quotes for the baseball scoreboard. Although the scoreboard we are selecting to purchase is not the cheapest, it offers more functionality and features that we were looking for in our new scoreboard. Electro-mech is also located closer to our area and I have personally recognized their commitment to customer service.

With that being said, the other two companies did not offer a scoreboard with the features we were looking for with our new scoreboard. I have also talked to other athletic directors in the area that have bought from the other companies, and they were not pleased with the quality and/or service of them.

Thank you for your time and consideration with this matter.

Sincerely,

Ross Fanning



*Electro-Mech*

**QUOTATION**

Quote Date: April 11, 2023

Quote Number: 0066406

Page 1 of 2

Rev. 4/11/2023 12.67533

Quote Prepared For:

Upperman High School  
6950 Nashville Hwy  
Baxter, TN 38544

Contact Information and Notes:

Upperman High School  
6950 Nashville Hwy  
Baxter, TN 38544

Customer ID	Payment Terms	Good Through	Sales Rep
TNBAXTER22		5/11/2023	Lee Ann Kelly

Qty.	Item ID	Description	Unit Price	Amount
1	319-40-1633	LX1633,BASEBALL,22FT X 6-1/2FT		Included
		Team Name Type ETN UPGRADE, 9X64, RED		
1	318-58-3622	ARCHED TRUSS, 22FTX3FT		Included
1	332-40-4000	SL-400 WIRELESS SYSTEM		Included
1	544-10-4825	CARRYING CASE, CONSOLE		Included

*Electro-Mech Scoreboard Co.  
72 Industrial Blvd.  
Wrightsville, GA 31096  
(478) 864-3366*

Freight: Included  
Sales Tax: 0.00  
**Quote Total: 22,009.00**

Thank you for allowing us the opportunity to quote. Please call if you have any questions. To convert this quotation directly into an order, please provide a signature, purchase order number, and date on the lines shown below.

*Steph W. Ross* \_\_\_\_\_  
Signature of Authorized Purchaser Purchase Order Number Date



106 Max Hurt Drive  
Murray KY 42071

Toll-Free: 1-800-323-7745  
[varsityscoreboards.com](http://varsityscoreboards.com)

# QUOTATION

**BILL TO:**

**Ross Fanning**  
ross.fanning@pcsstn.com  
(931)858-3112  
**Upperman High School**  
1400 E Spring Street Cookeville, TN 38506

**SHIP TO:****DETAILS**

Quote Number: 93288045  
Prepared By: Jacey Dawson  
PO Number:  
Created On: August 14, 2023

PART #	DESCRIPTION	QTY	LIST PRICE (\$)	EXTENDED PRICE (\$)
	<b>20' x 8'BASEBALL SCOREBOARD</b>			
	<ul style="list-style-type: none"> <li>15" LED digits with Protective Shields</li> <li>9 Inning Scoreboard</li> <li>Ball, Strike, Out up to 9, Runs and Pitches up to 99</li> <li>Galvanized steel cabinet with powder coat finish</li> <li>Wireless remote control with internal rechargeable battery</li> <li>5 - Year Limited Warranty</li> </ul>	1	\$10,665.00	\$10,665.00
ETNOD10-6	10" Electronic Team Names - Outdoor 6-Characters	1	\$1,995.00	\$1,995.00
AMBER	Amber Digits	1	\$495.00	\$495.00
SPA20-OD	ARCH SPONSOR PANEL 20' OUTDOOR	1	\$1,260.00	\$1,260.00

Subtotal: \$14,415.00  
Shipping & Handling: \$1,075.00

Varsity = \$15,590

## NOTES

*Quote valid for 30 days. Installation and electrical work not included. Visa, Mastercard, American Express, personal checks, and ACH Check Forms accepted for your convenience.*



Scroll down to see your product

**Please review these graphics carefully. Changes requested after acceptance of this quote may result in additional charges. Colors are for proofing only and may vary on different printers, monitors, and finished products.**

Question? Call (888) 466-0009

PITCHING MACHINES ▾ PITCHING MOUNDS ▾ EQUIPMENT ▾ FOR THE FIELD ▾ HELP ▾ ≡ 🔍

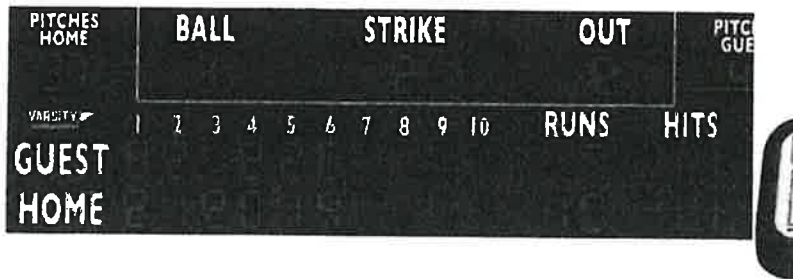
PITCHING MACHINES ▾ PITCHING MOUNDS ▾ EQUIPMENT ▾

FOR THE FIELD ▾ HELP ▾



Question? Call (888) 466-0009

Home > Equipment > Scoreboards > Baseball & Softball > Electronic Scoreboard - 3398



🔍



### ELECTRONIC SCOREBOARD FOR BASEBALL & SOFTBALL WITH PITCH COUNT - 3398

\$17,419.60

Color: Black



Add accident protection powered by **Extend** [What's covered?](#)

1 Year - \$549

2 Year - \$799

3 Year - \$1,099

Quantity:

- 1 +

ADD TO CART





# Putnam County School System

1400 E. Spring Street  
Cookeville, TN 38506-4313  
Ph: (931) 526-9777 | Fax: (931) 528-6942  
www.pcsstn.com



Corby King  
Director of Schools

**ENGAGE INSPIRE ACHIEVE**

## Putnam County Board of Education Agenda Request

Name of Person Making Request: Tim Martin

Date: August 25, 2023

RE: Upperman High School Baseball Field


Account Funding Code (if appropriate)


Backup included

Backup to follow

Agenda Item for September 7, 2023, Board meeting.

Request permission to pay Turf Master Landscape Management \$13,040 for continued work on the UHS Baseball Field. *to be paid from 141.72620.399*

  
\_\_\_\_\_  
Supervisor 8/25/23  
Date

  
\_\_\_\_\_  
Director of Schools Date

**received**  
08-28-23

Turf Masters Landscape Management  
 PO Box 2129  
 Cookeville, TN 38502

# Estimate

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

Date	Estimate No.	Project
08/25/23	2065	

Item	Description	Quantity	Cost	Total
Landscaping	Aeration, Overseeding, and Fertilizing the UHS Baseball field. 1200 lbs of perennial ryegrass, 800 lbs of 21-8-12 slow release fertilizer. Labor included.	1	5,780.00	5,780.00
Landscaping	120 Tons silica sand ( golf sand ) for top dressing.6 loads @ ( sand \$21.00 per ton and \$250.00 delivery per load )\$740.00 per load = \$4440.00, Labor for top dressing \$2820.00	1	7,260.00	7,260.00
			<b>Total</b>	<b>\$13,040.00</b>



PCSS Board Agenda Request

Date: September 7, 2023

Department Federal Programs

Person Submitting Bridgett Carwile

Account Number (if appropriate) 142

Check one:

[Smiley face] Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of:

☆ ESSER 2.0 (932) Budget Amendment

☆ Purchase of iReady from Curriculum Associates - North Billerica, MA In the amount of \$10,857.25 to be paid from 142-71100-471-101

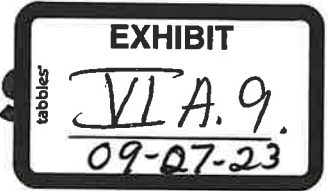
☆ Purchase of Qualtrics from CaraSoft per RFP in the amount of \$47,848.42 to be paid from 142-71100-471-933

VI A 9 VI A.10

received 08-28-23 [Signature]

# Curriculum Associates

Photo of Sept. 2023 award signed



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

8/14/2023

Dear Melanie Bussell,

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

Implementation Starting: 2023-2024    Quote ID: 335874.1    Valid through: 12/31/2023

Product	Net Price
i-Ready	\$10,857.25
Shipping/Tax/Other:	\$0.00
<b>Total:</b>	<b>\$10,857.25</b>

Thank you again for your interest in Curriculum Associates.

Sincerely

James Pinckley

[jpinckley@cainc.com](mailto:jpinckley@cainc.com)

**Please submit this quote with your purchase order**

received  
08-28-23  
[Signature]

# Curriculum Associates<sup>®</sup>

Quote ID: 335874.1    Date: 8/14/2023    Valid through: 12/31/2023

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

Your Representative:  
James Pinckley  
  
jpinckley@cainc.com

## Algood ES 2525 Old Walton Rd, Cookeville, TN 38506

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

Product Name	Grade	Item #	Qty	Net Price	Total
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	103	\$34.25	\$3,527.75
				Subtotal:	\$3,527.75
				Shipping:	\$0.00
				Tax:	\$0.00
				School Subtotal:	\$3,527.75

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

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

Product Name	Grade	Item #	Qty	Net Price	Total
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	78	\$34.25	\$2,671.50
				Subtotal:	\$2,671.50
				Shipping:	\$0.00
				Tax:	\$0.00
				School Subtotal:	\$2,671.50

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

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

Product Name	Grade	Item #	Qty	Net Price	Total
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	55	\$34.25	\$1,883.75
				Subtotal:	\$1,883.75
				Shipping:	\$0.00
				Tax:	\$0.00
				School Subtotal:	\$1,883.75

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

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

Product Name	Grade	Item #	Qty	Net Price	Total
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	81	\$34.25	\$2,774.25
				Subtotal:	\$2,774.25
				Shipping:	\$0.00
				Tax:	\$0.00
				School Subtotal:	\$2,774.25

**Total**

Merchandise Total:	\$10,857.25
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
<b>Total:</b>	<b>\$10,857.25</b>

**Special Notes**

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

**Please submit this quote with your purchase order**

Y4

# Curriculum Associates®

## Placing an Order

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

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

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

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

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

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

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

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

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

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

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

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

## Payment Terms

Payment terms are as follows:

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

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing [AR@cainc.com](mailto:AR@cainc.com).

Please send any payment notifications to [payments@cainc.com](mailto:payments@cainc.com). Credit card payments are only accepted for purchases under \$50,000.

## Invoice Receipt Preference

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

## Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at [i-ready.com/support](http://i-ready.com/support). Customer's professional-development sessions will expire two years following the date of your purchase order and are subject to the Professional Development Terms of Service, which can be found at <https://www.curriculumassociates.com/PDTOS>.

## Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 4) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.



PCSS Board Agenda Request

Date: September 7, 2023

Department Federal Programs

Person Submitting Bridgett Carwile

Account Number (if appropriate) 142

Check one:

[Smiley face] Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

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VI A 9 VI A.10

received 08-28-23 [Signature]

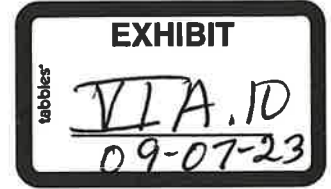
Government Price Quotation

Placed on Sept. board file  
71100-471-935



Qualtrics at Carahsoft

11493 SUNSET HILLS ROAD | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARASOFT.COM | QUALTRICS@CARASOFT.COM



**TO:** Bridgett Carwile  
Federal Programs Supervisor  
Putnam County Schools  
1400 E. Spring Street  
Cookeville, TN 38506 USA

**FROM:** Matthew Broccoletti  
Qualtrics at Carahsoft  
11493 Sunset Hills Road  
Reston, Virginia 20190

**EMAIL:** bridgett.carwile@pcsstn.com

**EMAIL:** Matthew.Broccoletti@carahsoft.com

**PHONE:** (931) 525-4709 **FAX:** (931) 528-3790

**PHONE:** (703) 673-3549 **FAX:**

**TERMS:** National Cooperative Purchasing Alliance (NCPA)  
Contract Number: 01-86  
Term: Through November 30, 2023  
FTIN: 52-2189693  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Cage Code: 1P3C5  
DUNS No: 088365767  
Sales Tax May Apply

**QUOTE NO:** 39390746  
**QUOTE DATE:** 06/09/2023  
**QUOTE EXPIRES:** 07/09/2023  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$47,848.42

**TOTAL QUOTE:** \$47,848.42

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	251-RC5-100000	Research Core 5 Response Tier-100000 Digital Feedback (Millions) : Includes up to 10 Foundation - Responses : up to 20000 Foundation - User : Includes up to 15 Qualtrics, LLC - RC5-100000 Start Date: 09/07/2023 End Date: 09/06/2024	\$47,848.42 OM	1	\$47,848.42
<b>SUBTOTAL:</b>					\$47,848.42
<b>TOTAL PRICE:</b>					\$47,848.42
<b>TOTAL QUOTE:</b>					\$47,848.42

received  
08-28-23  
[Signature]



# Government Price Quotation



Qualtrics at Carahsoft

11493 SUNSET HILLS ROAD | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | QUALTRICS@CARAHSOFT.COM



LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
----------	----------	-------------	-------------	-----	----------------

Qualtrics Terms of Service: <https://www.qualtrics.com/terms-of-service/>

#### TERMS & CONDITIONS

Prices shown do not include sales tax, GST, HST, VAT or other taxes that may apply. Applicable taxes will be presented on the invoice. Unless inserted as part of an order form, this quote does not constitute a contract and is based on current information about the project requirements. Timelines for associated projects may be provided in a separate order form. Unless inserted as part of an order form, actual costs may change once project requirements and timelines are finalized. Software total above does not include any additional services fees that may be applicable.

\*\*\* Please reference Carahsoft Quote Number 39390746 on a resulting purchase order.

#### Includes:

Digital Feedback (Millions) : Includes up to 10  
Foundation - Responses : up to 20000  
Foundation - User : Includes up to 15





## Region XIV Education Service Center

---

1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

**Monday, August 1<sup>st</sup>, 2022**

**Carahsoft Technology Corporation  
ATTN: Kristina Smith  
1860 Michael Faraday Drive, Suite 100  
Reston, VA 20190**

**Re: Annual Renewal of NCPA contract #01-86**

**Dear Kristina:**

**Region XIV Education Service Center is happy to announce that Carahsoft Technology Corporation has been awarded an annual contract renewal for Software Product and Services based on the proposal submitted to Region XIV ESC.**

**The contract will expire on November 30<sup>th</sup>, 2023, completing the fifth year of a possible five-year term. If your company is not in agreement, please contact me immediately.**

**If you have any questions or concerns, feel free to contact me at 325-675-8600.**

**Sincerely,**

A handwritten signature in black ink, appearing to read 'Shane'.

**Shane Fields  
Region XIV, Executive Director**



## Region XIV Education Service Center

---

1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

Monday, December 3<sup>rd</sup>, 2018

Carahsoft Technology Corporation  
ATTN: Kristina Smith  
1860 Michael Faraday Drive, Suite 100  
Reston, VA 20190

Dear Kristina:

Region XIV Education Service Center is happy to announce that Carahsoft Technology Corporation has been awarded an annual contract for Software Products and Services based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30<sup>th</sup>, 2021. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Carahsoft Technology Corporation.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shane Fields', is written over a horizontal line.

Shane Fields  
Region XIV, Executive Director

**carahsoft**

CARASOFT'S RESPONSE TO THE

**Region 14 Education Service Center**

**NCPA**  
**National Cooperative Purchasing Alliance**

**REQUEST FOR PROPOSAL**

**Software Products and Services**

**SOLICITATION NO. 28-18**

Tuesday,  
November 13, 2018

**CARASOFT TECHNOLOGY CORP.**  
1860 MICHAEL FARADAY DRIVE, SUITE 100  
RESTON, VA 20190

888.66.CARAH | [WWW.CARASOFT.COM](http://WWW.CARASOFT.COM)



November 13, 2018

Region 14 ESC  
1850 Highway 351  
Abilene, Texas 79601

*Re: Carahsoft's Response to the Region 14 ESC's Request for Proposal for Software Products and Services, Solicitation # 28-18*

Dear Region 14 ESC and NCPA Team,

Carahsoft Technology Corp. appreciates the opportunity to respond to the Region 14 ESC's Request for Proposals for Software Products and Services. Carahsoft is proposing a number of our software products and services solution providers which fully meets the Region 14 ESC's requirements. Our team has fully considered the Region 14 ESC's requirements outlined in the Request for Proposals, and has carefully put together a solution that will best meet your needs.

Carahsoft is submitting as a current Region 14 ESC and NCPA contract holder and reseller for a number of its software products and services solution providers. Carahsoft has sold multiple different software and hardware solutions to varying agencies through its current NCPA contract.

Please feel free to contact me directly at 703.581.6727/[Delaney.Jones@carahsoft.com](mailto:Delaney.Jones@carahsoft.com) or Robert Moore at 703.871.8504/[Robert.Moore@carahsoft.com](mailto:Robert.Moore@carahsoft.com) with any questions or communications that will assist Region 14 in the evaluation of our response. This proposal is valid for 120 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Delaney Jones".

Delaney Jones  
Contract Specialist

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## EXECUTIVE SUMMARY

### Solution Overview

**Carahsoft Technology Corporation** understands that Region 14 ESC is seeking Software Products and Services. As the Prime Contractor, Carahsoft has assembled a team for the initiative that includes our various software and solution providers as the best solution to meet Region 14 ESC's requirements.

### Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies since 2004. Carahsoft has built a reputation as a customer-centric real-time organization with unparalleled experience and depth in government sales, marketing, and contract program management. This experience has enabled Carahsoft to achieve the top spot in leading public sector software license resellers.

**VENDOR RELATIONSHIPS** – Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships.

**PROVEN EXECUTION** – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. Carahsoft seamlessly generates quotes within 30 minutes or less and processed over 85,000 orders in 2017 that were each completed the same day received.

**CONTRACT VEHICLES** – Over the past 14 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at [www.carahsoft.com/contracts/index.php](http://www.carahsoft.com/contracts/index.php).

**GROWTH & STABILITY** – Carahsoft has continued to show impressive growth year after year, with annual revenue of \$3.4 million in our first year in 2004 to \$4.4 billion in 2017. In September of 2017, 10,705 orders were processed worth over \$1 billion. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed on our awards page: <http://www.carahsoft.com/awards>.

## TAB 1 – SIGNATURE FORM

Please find Carahsoft's completed Signature Form beginning on the following page.

# Tab 1 – Master Agreement

## General Terms and Conditions

---

- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
  
- ◆ Adding authorized distributors/dealers
  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
  
- ◆ Pricing
  - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
  
- ◆ Warranty
  - Proposals should address each of the following:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
  
- ◆ Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
  
- ◆ Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$10 - \$20 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
  
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service

# Signature Form

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	<u>Carahsoft Technology Corporation</u>
Address	<u>1860 Michael Faraday Drive, Suite 100</u>
City/State/Zip	<u>Reston, VA 20190</u>
Telephone No.	<u>703.871.8500</u>
Fax No.	<u>703.871.8505</u>
Email address	<u>Kristina.Smith@Carahsoft.com</u>
Printed name	<u>Kristina Smith</u>
Position with company	<u>Director of Contracts</u>
Authorized signature	<u></u>

## **TAB 2 – NCPA ADMINISTRATION AGREEMENT**

Please find Carahsoft's completed NCPA Administration Agreement beginning on the following page.

## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of December 3, 2018, by and between National Cooperative Purchasing Alliance (“NCPA”) and Carahsoft Technology Corp (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 3, 2018, referenced as Contract Number 01-86, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Software Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.


<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

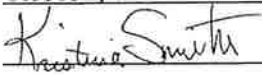
◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
 Title: Director, Business Development  
 Address: PO Box 701273  
Houston, TX 77270  
 Signature:   
 Date: December 3, 2018

**Vendor:**

Carahsoft Technology Corporation  
 Name: Kristina Smith  
 Title: Director of Contracts  
 Address: 1860 Michael Faraday Drive, Suite 100  
Reston, VA 20190  
 Signature:   
 Date: 11/09/18

## TAB 3 – VENDOR QUESTIONNAIRE

Please find Carahsoft's completed Vendor Questionnaire beginning on the following page.

# Tab 3 – Vendor Questionnaire

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Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Somoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
  - **Minority / Women Business Enterprise**
    - Respondent Certifies that this firm is a M/WBE
  - **Historically Underutilized Business**
    - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Reston, State of VA

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
  - A publically held corporation; therefore, this reporting requirement is not applicable.
  - Is not owned or operated by anyone who has been convicted of a felony.
  - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input checked="" type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ **Processing Information**

- Provide company contact information for the following:
  - **Sales Reports / Accounts Payable**  
Contact Person: James Roman  
Title: Contract Specialist  
Company: Carahsoft Technology Corporation  
Address: 1860 Michael Faraday Drive, Suite 100  
City: Reston State: Virginia Zip: 20190  
Phone: 703.581.6731 Email: James.Roman@Carahsoft.com

▪ Purchase Orders

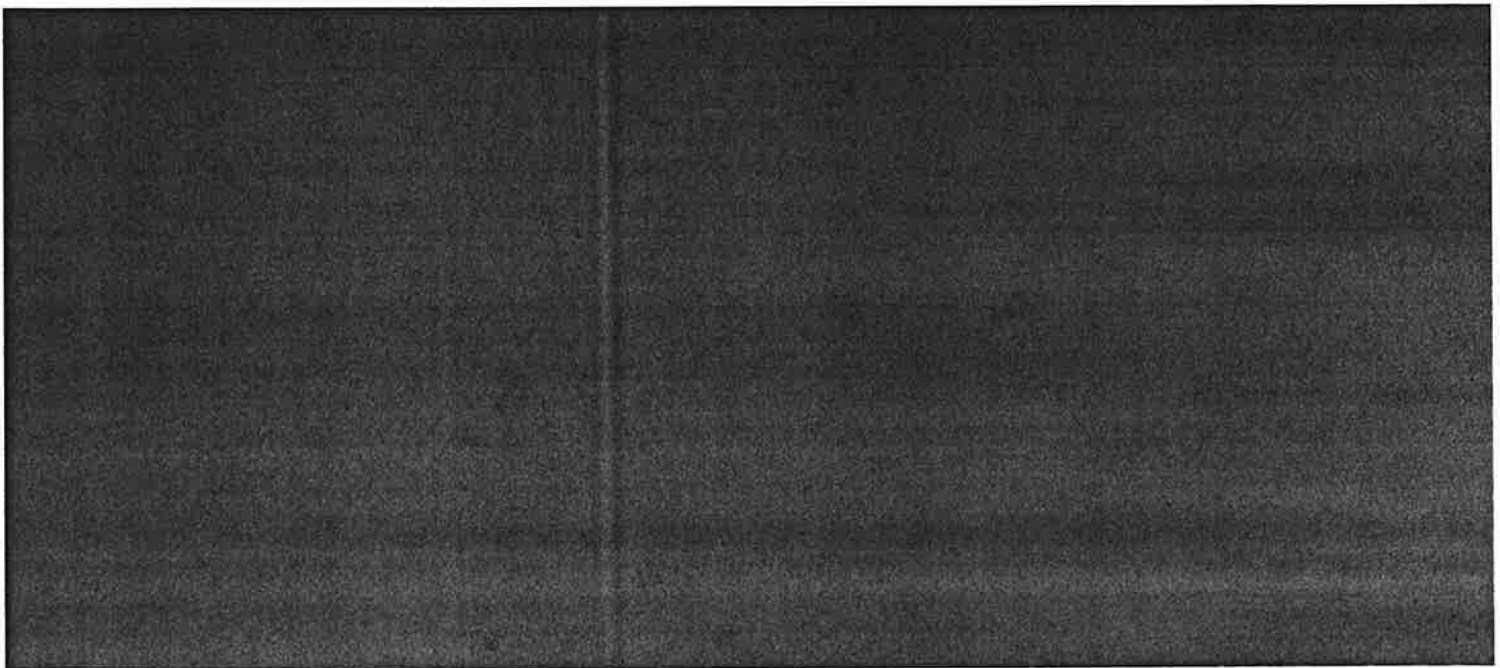
Contact Person: Karina Woods  
Title: Customer Operations  
Company: Carahsoft Technology Corporation  
Address: 1860 Michael Faraday Drive, Suite 100  
City: Reston State: Virginia Zip: 20190  
Phone: 703.871.8516 Email: Karina.Woods@Carahsoft.com

▪ Sales and Marketing

Contact Person: Katharine Awad  
Title: Marketing Coordinator  
Company: Carahsoft Technology Corporation  
Address: 1860 Michael Faraday Drive, Suite 100  
City: Reston State: Virginia Zip: 20190  
Phone: 703.230.7599 Email: Katharine.Awad@Carahsoft.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.  
 Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.  
 Yes       No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.  
 Yes       No



## TAB 4 – VENDOR PROFILE

Company's official registered name.

Carahsoft Technology Corporation.

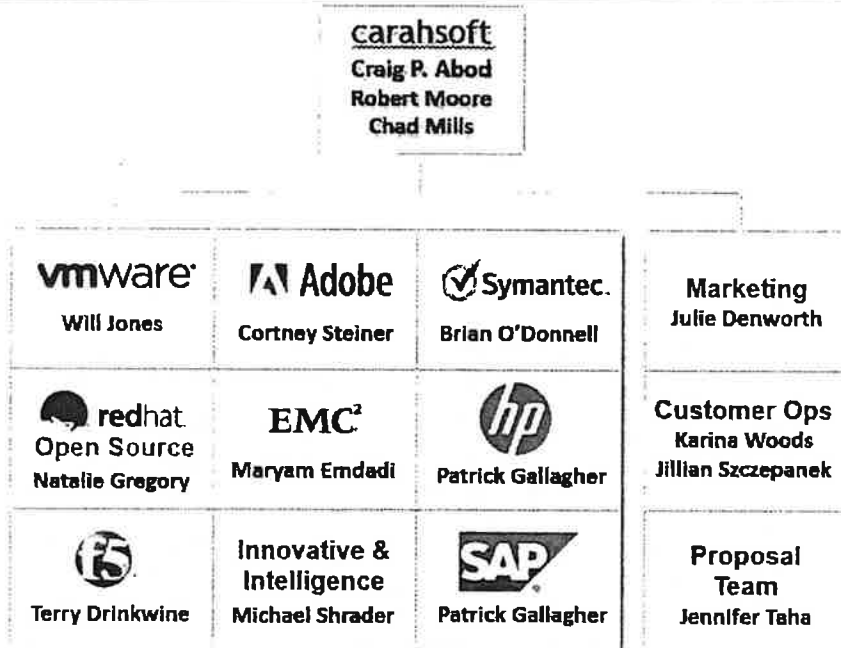
Brief history of your company, including the year it was established.

Incorporated in 1999, Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies since 2004. Carahsoft has built a reputation as a customer-centric real-time organization with unparalleled experience and depth in government sales, marketing, and contract program management. This experience has enabled Carahsoft to achieve the top spot in leading software license GSA resellers.

Company's Dun & Bradstreet (D&B) number.

088365767

Company's organizational chart of those individuals that would be involved in the contract.



Corporate office location.

1860 Michael Faraday Drive, Suite 100  
 Reston, VA 20190

List the number of sales and services offices for states being bid in solicitation.

Carahsoft currently operates out of its corporate headquarters located in Reston, VA. As a nationally active IT reseller, Carahsoft has multiple employees that work remotely and focus their attention on states outside of Virginia. These states include, but are not limited to, Texas, Washington, North Carolina, and Louisiana.

SOLICITATION # 28-18

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List the names of key contacts at each with title, address, phone and e-mail address.

James Roman – Contract Specialist  
1860 Michael Faraday Drive, Suite 100  
Reston, VA 20190  
703.581.6731  
[James.Roman@Carahsoft.com](mailto:James.Roman@Carahsoft.com)

Robert R. Moore  
Home Office  
703.871.8504  
[Robert.Moore@Carahsoft.com](mailto:Robert.Moore@Carahsoft.com)

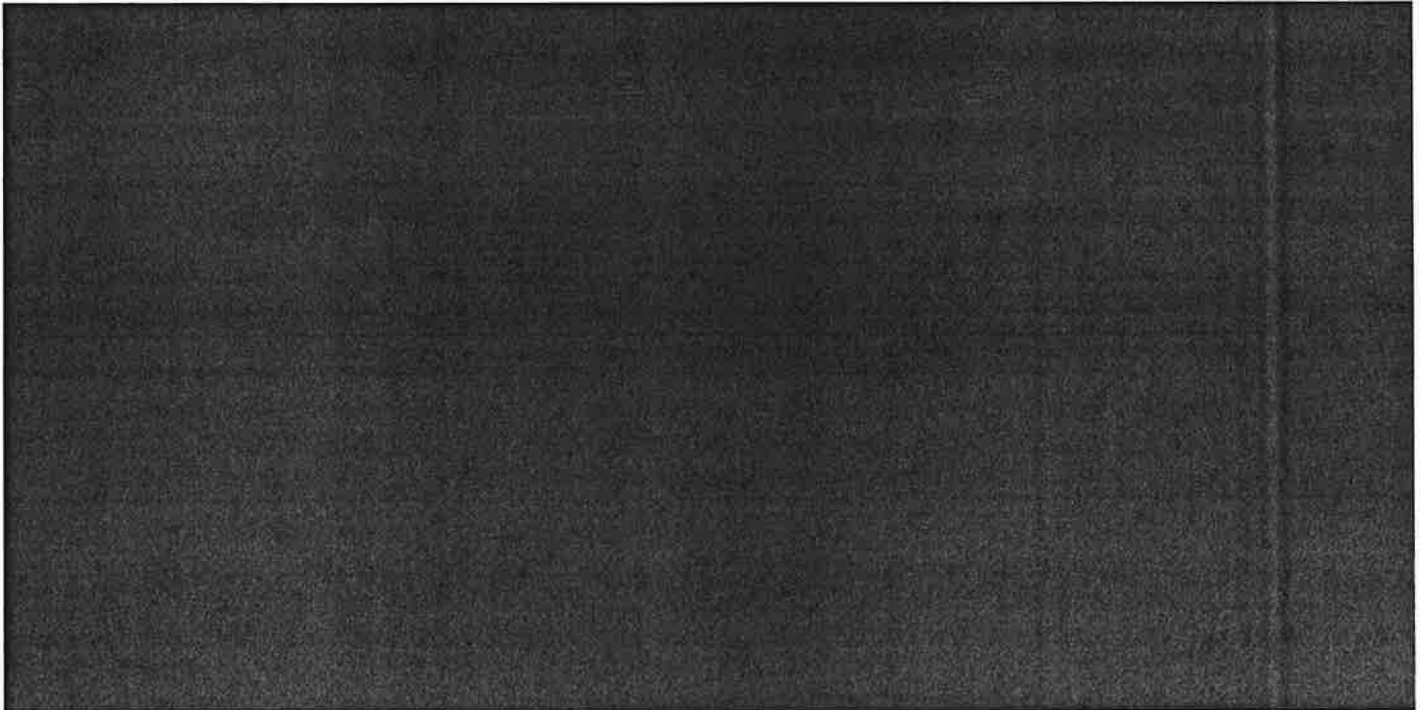
Define your standard terms of payment.

Carahsoft utilizes Net 30 payment terms.

Who is your competition in the marketplace?

As an IT reseller and distributor, Carahsoft works together with a number of other companies and strives to maintain positive relationships in the IT industry. There are few companies that Carahsoft would label as a direct competitor because the IT business requires cooperation on all levels.

Value Added Resellers distributing to State, Local and Federal agencies such as Immix would be considered Carahsoft's competitors.



What differentiates your company from competitors?

Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships. Carahsoft offers a vast portfolio and provides many value adds that other large reseller companies cannot attain.

SOLICITATION # 28-18

Describe how your company will market this contract if awarded.

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract-specific promotional activities. These include but are not limited to:

- News announcements
- Social media promotion (Twitter, Linked In, Facebook, Carahsoft Community)
- Website content/reciprocal links (Carahsoft website page; content for contract sponsor page)
- Marketing materials (FAQs, contract overviews, solution spec sheets, powerpoint slides)
- Training documents
- Co-branded tradeshow graphics, giveaways, display materials
- Tradeshow participation (national, state and local government and education shows)
- Digital and print ads
- Webinars
- Email campaigns
- Proactive marketing opportunity tar available through:
  - National Coalition for Public Procurement (NCPP) – [publicprocurementcoalition.org](http://publicprocurementcoalition.org)
  - Institute for Public Procurement (NIGP) – [nigp.org](http://nigp.org)
  - National Association of Counties (NACo) – [naco.org](http://naco.org)
  - The United States Conference of Mayors – [usmayors.org](http://usmayors.org)
  - National League of Cities – [nlc.org](http://nlc.org)
  - National Governors Association – [nga.org](http://nga.org)
  - Relevant State Associations

Describe how you intend to introduce NCPA to your company.

As a current contract holder our salesforce is already accustomed to promoting and utilizing NCPA contracts.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Carahsoft will publish the Region 14 ESC & NCPA catalog online upon contract award. Carahsoft is committed to electronic order processing. In fact, one of the ways Carahsoft exchanges information is through the use of the Electronic Data Interchange (EDI) standard. EDI is a document standard which acts as common interface between two or more computer applications. Carahsoft has been using EDI for more than five years and has it running with any of our vendors that have requested it. It takes approximately two to eight weeks to set up a new EDI interface so that Carahsoft can perform strict quality testing to ensure accuracy. The large vendors that we exchange orders with using EDI include VMware, Red Hat, Adobe, and Symantec. Currently 70 - 90% of all Carahsoft orders are processed using EDI.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Carahsoft's standard business hours are 8:30 am – 5:30 pm EST Monday-Friday, with representatives working outside of these hours to help cover different time zones. Carahsoft strives to have representatives available for all customers during all business hours. If a customer contacts Carahsoft outside of these hours, Carahsoft will respond to any missed calls, voicemails, or E-mails at the earliest appropriate time.

Green Initiatives

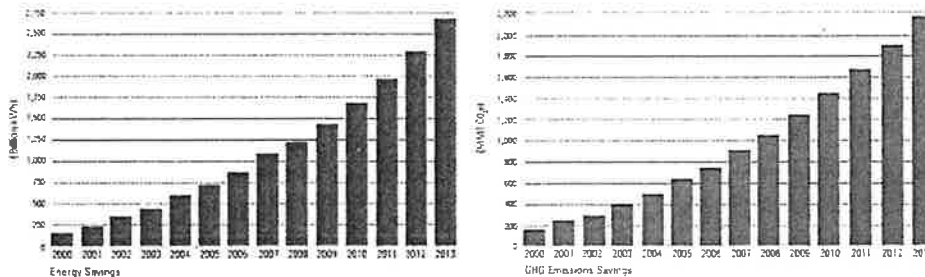
As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing, and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

**Environmental Strategy:** Carahsoft measures the success of our recycle programs by tracking the amount of recycle material that leaves the building. This amount should never go down, but only up. We also carefully monitor our electricity bills to ensure there are no spikes in usage.

**Initiatives:**

1. Carahsoft has implemented VMware internally which moves our servers to a virtualized cloud environment thus eliminated the need for physically servers as we've grown in size. This has drastically reduced our server footprint allowing us to save thousands of dollars annually on heating and cooling of our data center. If we do not use VMware, we would have over 20 servers instead of the two that we actually have. This also allows us to reduce our energy consumption, minimize the amount of greenhouse gas omitted into the atmosphere.

2. Carahsoft also uses only Energy Star compliant hardware which substantially uses less electricity when items are not in use and protecting the climate. As shown in the EPA chart below, Energy Star compliance has brought significant energy savings and emissions savings to businesses that use compliant products.



3. Carahsoft hosts hundreds of virtual events including webinars each year. By hosting so many virtual events, Carahsoft is able to reduce the amount of in-person events and avoid their carbon impact. Additionally, Carahsoft archives these events for viewing in the future as shown below:

**VMware Archived Events**

- **VMware Webcast:**  
Deliver Applications and Infrastructure Efficiently with Hybrid Cloud  
December 16, 2014
- **VMware Webcast:**  
Simplify IT Procurement with the VMware ELA for the US Army  
December 11, 2014
- **VMware Webcast:**  
Intrinsic Security with High Availability  
December 4, 2014
- **VMware Webcast:**  
Manage Mobile Architecture, Devices and Users with AirWatch  
November 18, 2014
- **VMware Webcast:**  
Streamlining and Automating Data Center Infrastructure  
October 30, 2014
- **VMware Webcast:**  
Prepare for Nature's Most Common Disruptions with VMware  
September 18, 2014
- **VMware Webcast:**  
Transform Data Center Security with Network Micro-Segmentation  
August 21, 2014
- **VMware Webcast:**  
Anytime, Anywhere Desktops: Using DaaS for Seamless End User Transitions  
August 7, 2014  
Speaker: Josh Spencer, Sr. Systems Engineer and End User Computing Specialist at VMware Inc.

## SOLICITATION # 28-18

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4. Carahsoft utilizes email blasts instead of sending marketing material to cut down on the amount of paper products and shipping that mailing would entail. For example, in January 2015, Carahsoft sent out 105 email blasts.
5. Carahsoft's Proposal Department promotes the recycling of paper, bottles and aluminum cans by providing blue recycle bins in all common areas for each type of recycling material.
6. Carahsoft uses lights in the office on a timer to ensure that all lights are off in the building when employees are not working. Additionally, the bathroom lights are motion detected so the lights are not on when no one is using it, which reduces the use of electricity. On the newer side of the building, we utilize paperless hand dryers to cut down on our use of paper products.
7. Carahsoft has created a Carpool Incentive program to encourage employees to carpool to cut down on fuel consumption and emissions. Employees who carpool with at least two other Carahsoft employees are issued carpool parking permits and may park in reserved preferential parking. Currently, a quarter of Carahsoft's staff carpools each day into the office.
8. Carahsoft enforces a non-smoking initiative both within our office and in the surrounding environment. Carahsoft also encourages employees to engage in a smoke-free, healthy lifestyle.

### Vendor Certifications (if applicable)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Carahsoft is licensed to do business in all 50 states, as demonstrated in our performance on the current Region 14 ESC & NCPA contract Carahsoft runs. Specific licenses for states can be provided upon request.

In addition to Carahsoft's extensive initial and ongoing training regimen, every Sales Person at Carahsoft must complete their manufacturer's specialty program. Each manufacturer's curriculum focuses primarily on the technical and support issues around their particular technology. Like all of Carahsoft's software sales and customer service representatives, they are also required to achieve and maintain the latest sales certifications within areas such as:

1. Virtualization (server/desktop/storage)
2. Desktop Publishing
3. Online/Web Collaboration
4. IT and Cyber Security
5. Information Resource Planning
6. IT Infrastructure and Support
7. Other areas of specialty

Please find below a chart indicating all the Carahsoft team members who have undergone specialized training in addition to the items described above. This list is constantly being updated as more team members complete additional training and receive certifications.

---

Vendor Team	Certified Professionals
Adobe	50
Akamai	8
Atlassian	7
AWS	7
Data Domain	13
Dell-EMC	13
DocuSign	4
F5	19
FireEye	10
Gigamon	6
Google	22
IBM	5
Imperva	3
Infoblox	3
MicroFocus	11
Nimble	12
Okta	3
OSIsoft	3
Palo Alto	21
Red Hat	59
SAP	3
ServiceNow	15
Splunk	47
Symantec	25
Tableau	42
Trend Micro	2
Veritas Technologies	22
VMware Inc	94
zScaler	1

## TAB 5 – PRODUCTS AND SERVICES SCOPE

**Animation and Modeling**

Adobe  
 Feature Labs Inc.  
 FM Systems  
 Map Anything  
 ThreatConnect Inc

**K12**

Salesforce  
 SAP

**Operating Systems and Utilities**

Accela  
 Apstra  
 Arbola  
 Autodesk

**Compliance**

Adobe  
 Forum Systems  
 OPSWAT, Inc  
 Qualys  
 RSA  
 Safebreach  
 Sailpoint Technologies  
 Splunk  
 Symantec  
 Tripwire  
 Virtustream

**Software Asset Management**

ServiceNow  
 Symantec

**Programming**

Redhat

**Digital Publishing**

Adobe

**Health and Sciences**

Accela  
 Alfresco  
 BlueData  
 CA Technologies  
 FeatureLabs, Inc  
 Redhat  
 Sailpoint Technologies  
 Salesforce  
 TIBCO

**Portfolio Management**

CA Technologies  
 InQuisient  
 Micro Focus  
 ServiceNow

**Publishing**

Adobe  
 Hootsuite

**Training**

Adobe  
 F5 Networks  
 Hootsuite  
 LinkedIn  
 Nvidia  
 SAP

**Engineering and CAD**

Autodesk  
 F5 Networks, Inc  
 Feature Labs, Inc  
 OPSWAT, Inc  
 Tempered Networks  
 Trimble  
 Tripwire  
 Waterfall Security

**Security**

Adobe  
 Akamai  
 Blackberry  
 Center for Internet Security  
 CyberArk  
 Cylance  
 Denodo Technologies  
 Exabeam  
 F5 Networks  
 FeatureLabs  
 FireEye  
 Forum Systems  
 Gigamon  
 Google  
 Imperva  
 Lookout  
 Okta, Inc  
 OPSWAT, Inc  
 Qualys  
 RSA  
 Safebreach  
 Sailpoint Technologies  
 Secureworks  
 Securonix  
 ServiceNow  
 Skybox Security  
 Sonatype  
 Splunk  
 Symantec  
 Thales e-Security Inc  
 TIBCO  
 Trend Micro  
 Trustwave  
 Valimail  
 VMware  
 Water Security  
 Zscaler

## TAB 7 – PRICING

Carahsoft's price lists have been included electronically as requested. The files containing the price lists have been included with the electronic versions of Carahsoft's proposal, as well as separately on USB's labelled "Carahsoft's Price Lists."

## TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

All of the products and services being provided as part of this response fit within the scope of the RFP.

## REQUIRED DOCUMENTS

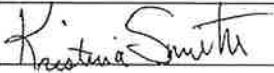
### **Clean Air and Water Act / Debarment Notice**

Please find the completed Clean Air and Water Act / Debarment Notice beginning on the following page.

## Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Carahsoft Technology Corporation</u>
Print Name	<u>Kristina Smith</u>
Address	<u>1860 Michael Faraday Drive, Suite 100</u>
City, State, Zip	<u>Reston, VA 20190</u>
Authorized signature	<u></u>
Date	<u>11/10/18</u>

## **Contractors Requirements**

Please find the signed Contractors Requirements beginning on the following page.

## Contractor Requirements

### **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

#### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

#### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

11/10/18

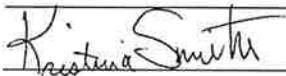
## **Antitrust Certification Statements**

Please find the completed Antitrust Certification Statements beginning on the following page.

## **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	<u>Carahsoft Technology Corporation</u>
Address	<u>1860 Michael Faraday Drive, Suite 100</u>
City/State/Zip	<u>Reston, VA 20190</u>
Telephone No.	<u>703.871.8500</u>
Fax No.	<u>703.871.8505</u>
Email address	<u>Kristina.Smith@Carahsoft.com</u>
Printed name	<u>Kristina Smith</u>
Position with company	<u>Director of Contracts</u>
Authorized signature	<u></u>

## **FEMA Standard Terms and Conditions Addendum for Contracts and Grants**

We have included the FEMA Standard Terms and Conditions Addendum for Contracts and Grants beginning on the following page.

## FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
  - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
  - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
    - 1) The copyright in any work developed under a grant or contract; and
    - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

## **Required Clauses for Federal Assistance by FTA**

Please find the Required Clauses for Federal Assistance by FTA beginning on the following page.

# Required Clauses for Federal Assistance provided by FTA

## ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

## CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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 for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

#### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

#### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

#### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## State Notice Addendum

We have included the State Notice Addendum beginning on the following page.

## State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>

## IN SUMMARY

Carahsoft Technology Corporation appreciates the opportunity to offer this solution for Region 14 ESC's initiative.

The Carahsoft Team has proposed a superior and cost-effective solution that fully complies with the Region 14 ESC's requirements set forth in Solicitation # 28-18. We understand the importance of your project goals, and we are confident you will benefit from this solution and our expertise.

Carahsoft looks forward to the opportunity to speak with you regarding the details of this proposal, as well as the opportunity to work with Region 14 ESC on this project.

Evaluation Criteria	Point Value	DLT	Lyme	softwareOne	Avenu
Pricing	40	35	30	35	30
Ability to service the contract	25	20	15	25	5
References	15	5	5	0	10
Technology	10	8	6	10	10
Value Added Products and Services	10	5	10	8	5
<b>Total</b>	<b>100</b>	<b>73</b>	<b>66</b>	<b>78</b>	<b>60</b>



Vendors Awarded Under this Contract

Carahsoft      immixGroup  
 softwareOne  
 DLT

Evaluation Committee for Contract:

Emily Jeffrey  
 Matthew Mackel  
 Jonathan Applegate

Evaluation Criteria	Point Value	Carahsoft	ImmixGroup	Cloud Ingenuity	School by Design
Pricing	40	35	35	30	35
Ability to service the contract	25	25	20	15	5
References	15	15	5	5	10
Technology	10	7	8	8	8
Value Added Products and Services	10	0	5	5	5
<b>Total</b>	<b>100</b>	<b>82</b>	<b>73</b>	<b>63</b>	<b>63</b>



*Evaluation Committee for Contract:*

*Emily Jeffrey*

*Matthew Mackel*

*Jonathan Applegate*



Software Products and Services

Solicitation	Company	Name	Address1	City	Region	PostalCode	Phone	Email	DateCreated
Software Products and Services	Backhawk Data LLC	Maryann Pagano	350 6th Avenue, 59th Floor	New York	New York	10118	6463439861	mpagano@backhawk11.com	11/13/2018 4:36:41 AM
Software Products and Services	Onvia	onvia onvia	509 Olive Way, Suite 400	Seattle	Washington	98101	2063739500	sourcemanagement2@onvia.com	11/12/2018 2:00:31 AM
Software Products and Services	BlkNet	William Wingfield	2797 Frontage Rd., NW STE 1000	Roanoke	Virginia	24018	5403437300	William.Wingfield@ksolutions.com	11/8/2018 3:24:58 PM
Software Products and Services	RidNet	Angie Stockley	15 British American Blvd.	Latham	New York	12110	6134085118	angie.stockley@ascnet.com	11/8/2018 2:45:13 PM
Software Products and Services	Reel by Design	Edgardo Rodriguez	4150 N John Young Pkwy	Orlando	Florida	32804	4074323692	edgardo.r@reelusa.com	11/8/2018 8:35:03 AM
Software Products and Services	School by Design	Andrew Joseph	43 FOUNDRY AVE	WALTHAM	Massachusetts	02453	617-960-0779	operations@schoolbydesign.com	11/2/2018 11:53:53 AM
Software Products and Services	US Computer Systems, Inc.	JOSH Longacre	240 Mechanic Street, Suite 301	Lebanon	New Hampshire	03766	6036763600	Josh@ymc.com	11/2/2018 7:46:52 AM
Software Products and Services	US Computers Inc	Saleem Shelikh	181 W Orangethrope Ave Suite C	Placentia	California	92870	1-800-550-8783	info@uscomputerinc.com	10/30/2018 12:38:54 PM
Software Products and Services	DocuNav Solutions	Ruth Rodriguez	8501 Wade Blvd #760	Frisco	Texas	75034	8003532320	kmccormick@docunav.com	10/26/2018 4:41:37 PM
Software Products and Services	The Life Accelerator, Inc.	Dennis Henegar	PO Box 203004	AUSTIN	Texas	78770-3004	5125839555	dennis@selforsschools.com	10/25/2018 9:58:03 AM
Software Products and Services	TKVisions, Inc.	Denise Lessard	300 Shawnee North Drive, Ste. 500	Suwanee	Georgia	30024	8008701127	denise.lessard@tkvisions.com	10/25/2018 12:40:38 AM
Software Products and Services	ACP Technologies	Benjamin Pearce	950A Union Rd	West Semeca	New York	14224	7166748880	benjr@acp.us.com	10/19/2018 3:19:10 PM
Software Products and Services	BlueCat Networks	Zach Kebabz	11710 Plaza America Dr	Reston	Virginia	20190	2404091587	zkebabz@bluecatnetworks.com	10/19/2018 12:12:00 PM
Software Products and Services	ImimixGroup, Inc.	Chauncey K	8444 Westpark Drive	M	Virginia	2	703-639-1565	chauncey_khoe@imimixgroup.com	10/16/2018 2:27:09 PM
Software Products and Services	L., Computer Networks, Inc.	Alexandra Erickson	1200 Veterans Hwy	Hauptauge	New York	11788	631-443-4050	alexandra.erickson@lcn.com	10/16/2018 9:10:53 AM
Software Products and Services	Just Program LLC dba Solodev	Danielle Cuccaro	800 N. Magnolia Ave	Orlando	Florida	32803	4078981961	danielle.cuccaro@solodev.com	10/15/2018 11:56:24 AM
Software Products and Services	REI Systems, Inc.	Wagish Bhartiya	45335 Vintage Park Plaza	Stirling	Virginia	20166	7034809100	wagish.bhartiya@reisystems.com	10/11/2018 2:36:40 PM
Software Products and Services	onvia	onWidyer Management	509 Olive Way	Seattle	Washington	98101	2063739500	srcagency@onvia.com	10/11/2018 1:40:14 PM
Software Products and Services	Avenue Insights & Analytics	Hillary Rochester	2411 Dulles Corner Park	Herndon	Virginia	20171	480-600-9443	hillary.rochester@avenueinsights.com	10/11/2018 12:16:03 PM
Software Products and Services	Texas Tech University Health Sciences Center	Shawn Olbeter	3601 4th Street	Lubbock	Texas	79424	806-743-7386	shawn.olbeter@ttuhs.edu	10/9/2018 3:53:37 PM
Software Products and Services	Riverbed	Chris	680 Folsom	San Francisco	California	94107	7703624493	Chris.Seguin@riverbed.com	10/9/2018 12:10:07 PM
Software Products and Services	GtechNA USA	Pierre Lamoureux	334 Cornelia St.	Plattsburgh	New York	12901	866-483-2462	pierre.lamoureux@gtechna.com	10/8/2018 8:54:47 AM
Software Products and Services	Queralyze	James H. Stage II	3220 SW 116th Ave	Davie	Florida	33330	9547702744	james@queralyze.com	10/8/2018 11:20:48 AM
Software Products and Services	Onvia	d	509 Olive Way	Seattle	Washington	98101	+109874563210	sourcegmt@onvia.com	10/8/2018 11:00:48 AM
Software Products and Services	agagadg	gfdgag	gasgasg	Houston	Alabama	272542	5252752	ggfggag@gmail.com	10/8/2018 10:48:15 AM
Software Products and Services	Simulation Operations Solutions	Ruth Rodriguez	PO Box 88071	Houston	Texas	77288	707-397-5722	info@simosolutions.io	10/5/2018 4:29:57 PM
Software Products and Services	Carahsoft Technology Corporation	Delaney Jones	1860 Michael Faraday Drive	Reston	Virginia	20190	7035816727	delaney.jones@carahsoft.com	10/5/2018 2:38:52 PM
Software Products and Services	Henry Savelli and Associates	Henry Savelli	212 West state street	Trenton	New Jersey	08609	609-731-0187	Henry@henrysavelli.com	10/5/2018 11:01:59 AM
Software Products and Services	Carahsoft Technology Corp.	Anastasia Foerschner	1860 Michael Faraday Drive	Reston	Virginia	20190	7038718647	anastasia.foerschner@carahsoft.com	10/5/2018 7:57:22 AM
Software Products and Services	DLT Solutions	Sean Macdonald	2441 Dulles Corner Park	Herndon	Virginia	20171	5713461860	sean.macdonald@dl.com	10/5/2018 7:03:20 AM
Software Products and Services	ThunderCat Technology LLC	Kent Stokley	1925 Isaac Newton Sq. E.	RESTON	Virginia	20190	7035683378	kstokley@thundercattech.com	10/4/2018 1:52:28 PM
Software Products and Services	US Computers, Inc.	Saleem Shelikh	181 W. Orangethorpe, Suite C	Placentia	California	92870	8005508783	info@uscomputerinc.com	10/4/2018 11:39:40 AM
Software Products and Services	Seven Outsource	Steve Walise	113 Barksdale Professional Cen, Newark	Newark	Delaware	19711	+103153087852	fpalerts@gmail.com	10/4/2018 4:50:02 AM
Software Products and Services	vCloud Tech Inc.	Shawn Reeds	609 Deep Valley Drive Suite 200	Rolling Hills Estates	California	90274	8334825683	sreeds@vcloudtech.com	10/3/2018 11:05:26 AM
Software Products and Services	SoftwareONE, Inc.	Delfino Parra	20875 Crossroads Circle	Waukesha	Wisconsin	60631	8004449890	delfino.parra@softwareone.com	10/3/2018 11:00:19 AM
Software Products and Services	Strategic Partnerships, Inc.	Taylor Park	901 S. Wopac Expressway	Austin	Texas	78744	5125313943	tpark@strategicpartnerships.com	10/3/2018 10:50:50 AM
Software Products and Services	Light Source	Natasha Banks	841 Hillen St, Baltimore, MD, USA, 841	Baltimore	Maryland	21202	4103261582	banks@lightsource.com	10/3/2018 10:45:28 AM
Software Products and Services	Altruant Consulting, LLC	Shane	2223 Waterloo City Lane	austin	Texas	78741	4403423723	shane.salum@altruant.com	10/3/2018 10:23:57 AM
Software Products and Services	SHI Government Solutions	Almee Ballenger	1301 South MoPac Expressway, Suite 375	Austin	Texas	78746	800-870-6079	almee_ballenger@shi.com	10/3/2018 9:23:50 AM
Software Products and Services	Hyland Software, Inc.	Lisa Jenkins	28500 Clemens Road	Westlake	Ohio	44145	4407885172	lisa.jenkins@hyland.com	10/2/2018 1:12:43 PM
Software Products and Services	Cloud Ingenuity LLC	Thomas Kanuch	4100 International Pkwy	Carrollton	Texas	75007	9727426619	tkanuch@cloudingenuity.com	10/2/2018 10:53:59 AM
Software Products and Services	SYSCOM	Roger Doermann	400 East Pratt Street	Baltimore	Maryland	21202	5404413982	rdoermann@syscom.com	10/2/2018 9:47:37 AM
Software Products and Services	VisualInfoMedia	siva kumar	5C-1 VCS Nagar 1st Street	Coimbatore	Texas	641029	13474801475	techzone@visualinfomedia.com	10/2/2018 2:25:52 AM





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

Date \_\_\_\_\_ 9/7/2023

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 purchase four (4) 83-passenger buses from Cumberland International Trucks in the amount of \$497,255.52 from the Sourcewell Purchasing Cooperative (Contract # 063020-ICB) to be paid from 141-72710-729 (General Purpose School Fund, Transportation Equipment).

received  
08-30-23  
AK

## BUS PROPOSAL

Date: Tuesday, August 15, 2023

Customer Member ID: Putnam County Schools Member #30193

Sourcewell Contract #: 063020-ICB

Model: 83 Passenger Bus with LUGGAGE

Quantity: 1-4

Price: \$124,313.88 each if buying 4 or less

Price: \$122,813.88 each if buying 5 or more

Sourcewell provides a Volume Discount of \$1500 per bus for 5 or more.

Signature: **Ashley Scurlock**

**Ashley E. Scurlock**

Bus Account Manager



1901 Lebanon Pike

Nashville, TN 37210

Cell Phone 615.598.3572

[AScurlock@CLTTE.com](mailto:AScurlock@CLTTE.com)

Cancellations: No cancellations are accepted after unit(s) line set for build date by factory. If cancelled before line set there is a cancellation fee of \$1,000.00 per unit.

NASHVILLE, TN (HQ)

333 PLUS PARK BLVD  
NASHVILLE, TN 37217  
(615) 256-6633

ORLANDO, FL (IDEALEASE)

4900 N. ORANGE BLOSSOM TRL  
ORLANDO, FL 32810  
(407) 295-9777

NASHVILLE, TN

1901 LEBANON PIKE  
NASHVILLE, TN 37210  
(615) 829-7800

JACKSONVILLE, FL  
1881 PICKETTVILLE RD  
JACKSONVILLE, FL 32220  
(904) 781-9872

MURFREESBORO, TN

295 BUTLER DRIVE  
MURFREESBORO, TN 37127  
(615) 427-4600

OCALA, FL

5221 HIGHWAY 40 WEST  
OCALA, FL 32482  
(352) 732-8151

LEBANON, TN

980 LEEVILLE RD  
LEBANON, TN 37080  
(615) 994-3115

DAYTONA BEACH, FL

739 FENTRESS BLVD  
DAYTONA BEACH, FL 32114  
(586) 254-7207

ORLANDO, FL (SOUTH)

2110 S. DIVISION AVE  
ORLANDO, FL 32805  
(407) 849-6440

PALM BAY, FL

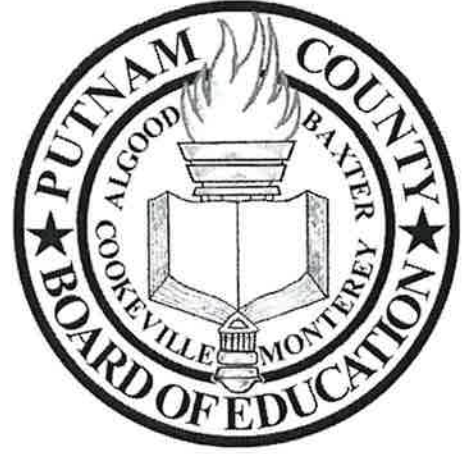
1875 ROBERT J CONLAN BLVD  
PALM BAY, FL 32905  
(321) 984-2899



PUTNAM COUNTY SCHOOL SYSTEM  
BOARD AGENDA REQUEST

EXHIBIT  
VI A.12.  
09-07-23

Date: August 29, 2023  
Department: Technology  
Person Submitting: Johnny Sloan  
Account Number (if appropriate) note  
141-71100-722-01607



Check one:

- Backup included
- Backup to follow

Statement to be included in Board Agenda Packet:

Request approval to purchase software licenses for Microsoft Office for new teacher lease laptops, per attached quote with pricing on the BuyBoard # 661-22 contract, from Howard Technology Solutions, in the amount of \$61,000.00, to be paid from: 141-71100-722-01607.

NOTES:

received  
08-30-23  
AK

Phone: 1.888.912.3151  
Fax: 1.601.399.5077  
Online: www.howardcomputers.com



Howard Computers  
P.O. Box 1588  
Laurel, MS 39441

## Online Quotation

<b>Quote No:</b>	CH5 1321722.00	<b>Quote Date:</b>	August 17, 2023
<b>Customer Name:</b>	Johnny Sloan	<b>Phone Number:</b>	9315202100
<b>Company Name:</b>	Putnam County Schools	<b>Fax Number:</b>	9315202100
<b>Quote Name:</b>	Office for Mac 2021 Perpetual License		

### Item 1

Category	Description	Qty.	Unit Price	Ext. Price
<b>System Type:</b>	<b>Accessories</b>			
1:	Microsoft Office LTSC Standard for Mac 2021 Academic (Perpetual) Contract(s): BuyBoard 661-22	1000	\$61.00	\$61,000.00
<b>Sub-Total:</b>				\$61,000.00
<b>Shipping &amp; Handling :</b>				Included
<b>Taxes:</b>				Tax Exempt
<b>Total for Item 1:</b>				\$61,000.00

This quote will expire September 16, 2023.  
To expedite your order, please include your quote number with your Purchase Order.

### Total for all pre-configured items

<b>Sub-Total:</b>	\$61,000.00
<b>Shipping &amp; Handling :</b>	Included
<b>Taxes:</b>	Tax Exempt
<b>Total:</b>	\$61,000.00

### Notes:

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Any order for kiosks must be canceled prior to 21 days from the scheduled date of shipment to avoid incurring a 50% cancellation fee. Any cancellation made within that 21-day window will automatically incur a charge equivalent to 50% of the total kiosk order being canceled.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United States or any other country of new or higher tariff(s) or of any other similar tax, fee or charge.

If Purchaser fails to pay any invoice in full within the time quoted herein, Howard may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Howard's product warranties and return policies and related information, which are available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, are fully adopted and incorporated herein by reference. These may also be obtained by calling 1-888-912-3151 or emailing [webmaster@howardcomputers.com](mailto:webmaster@howardcomputers.com).

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS SET FORTH OR INCORPORATED HEREIN; HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.



Reid, Sharon <reids2@pcsstn.com>

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## Board agenda request packet - Technology

1 message

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**Sloan, Johnny** <sloanj2@pcsstn.com>  
To: Sharon Reid <reids2@pcsstn.com>  
Cc: Angie Smith <asmith4@pcsstn.com>

Wed, Aug 30, 2023 at 1:37 PM

Sharon,

Attached is my agenda request with the vendor quote for software licenses to be included on the September agenda.

Thank you so much.

Johnny Sloan

--

Supervisor, Technology Department  
Putnam County School System  
Cookeville, TN 38506  
(931) 520-2100 Office  
(931) 372-0382 Fax



**Sept. 2023\_Agenda-w:backup quote\_MS Office licenses software.pdf**  
264K



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

Date \_\_\_\_\_ 9/7/2023

Department \_\_\_\_\_ Finance

Person Submitting \_\_\_\_\_ Mark McReynolds

Account Number (if appropriate) \_\_\_\_\_

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay Covington Flooring Company, Inc. in the amount of \$102,821.35 (Total contract of \$108,233 less \$5,411.65 of retainage) for pay application #1 related to the ATMS Gym Floor Replacement project to be paid from the 141 72620 399 (General Purpose School Fund).

received  
08-31-23  
*[Signature]*

TO: PUTNAM COUNTY SCHOOLS  
 1400 E SPRING STREET  
 COOKEVILLE TN 38506

PROJECT: AVERY TRACE MIDDLE SCHOOL  
 230 RAIDER DRIVE  
 COOKEVILLE, TN 38501

Distribution to  
 OWNER  
 ARCHITECT  
 CONTRACTOR

APPLICATION NO: 001  
 PERIOD TO: 8/15/23

FROM: Covington Flooring Company Inc  
 PO Box 19968  
 Birmingham, AL 35219

VIA ARCHITECT:

PROJECT NO: 008587-000  
 CONTRACT DATE: 3/07/23  
 INVOICE NO: 09687

CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: COVINGTON FLOORING COMPANY

By: *Richard Johnson* Date: 8/17/23

State Of: Alabama  
 County Of: Jefferson

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: Angela Barr  
 My Commission expires: 01/18/24



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1. ORIGINAL CONTRACT SUM.....	\$ 80,018.00	
2. Net change by Change Orders.....	\$ 28,215.00	
3. CONTRACT SUM TO DATE (Line 1+2).....	\$ 108,233.00	
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 108,233.00	
5. RETAINAGE:		
a. 5.00% of Completed Work.....	\$ 5,411.65	
b. 5.00% of Stored Material... (Column F on G703)	.00	
Total Retainage (Line 5a+5b or Total in Column I of G703)	\$ 5,411.65	
6. TOTAL EARNED LESS RETAINAGE.....	\$ 102,821.35	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	.00	
8. CURRENT PAYMENT DUE.....	\$ 102,821.35	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6).....	\$ 5,411.65	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	.00	.00
Total approved this month	28,215.00	.00
TOTALS	28,215.00	.00
NET CHANGES by Change Order	28,215.00	.00

APPLICATION NO: 001  
 APPLICATION DATE: 8/15/23  
 PERIOD TO: 8/15/23  
 ARCHITECT'S PROJECT NO: 008587-000

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUES	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE IF VARIABLE RATE
			PREVIOUS APPLICATION (D + E)						
10	DEMO MATERIAL DEMOLITION SUB LABOR WITH BOBCAT AND PROTECT FLOOR OUTSIDE	.00 4,195.00	.00 .00	.00 4,195.00	.00 4,195.00	.00 .00	.00 4,195.00	.00 .00	.00 209.75
20	DEMO LABOR DEMOLITION SUB LABOR WITH BOBCAT AND PROTECT FLOOR OUTSIDE	6,035.00	.00	6,035.00	6,035.00	.00	6,035.00	.00	301.75
30	AIR CHANNE MATERIAL AIR CHANNEL 16" OC 2ND, 7/16" BIOSPORT WITH PLYWOOD H2O 2+3, 1 MBB, 1 MVB, 2 SBB FT, 12" AVERY TRACE LETTERS, AIR CHANNE LABOR	51,572.00	.00	51,572.00	51,572.00	.00	51,572.00	.00	2,578.60
40	AIR CHANNE LABOR AIR CHANNEL 16" OC 2ND, 7/16" BIOSPORT WITH PLYWOOD H2O 2+3, 1 MBB, 1 MVB, 2 SBB FT, 12" AVERY TRACE LETTERS,	17,641.00	.00	17,641.00	17,641.00	.00	17,641.00	.00	882.05
50	VBS MATERIAL BRASS COVER PLATES 1 PAIR	62.00	.00	62.00	62.00	.00	62.00	.00	3.10
60	VBS LABOR BRASS COVER PLATES 1 PAIR SUBFLOOR CHANGES	513.00 28,215.00	.00 .00	513.00 28,215.00	513.00 28,215.00	.00 .00	513.00 28,215.00	.00 .00	25.65 1,410.75
BASE CONTRACT CHANGE ORDERS		80,018.00 28,215.00	.00 .00	80,018.00 28,215.00	80,018.00 28,215.00	.00 .00	80,018.00 28,215.00	.00 .00	4,000.90 1,410.75
TOTALS		108,233.00	.00	108,233.00	108,233.00	.00	108,233.00	.00	5,411.65



205-328-2330

[www.covington.com](http://www.covington.com)

BILL TO: PUTNAM COUNTY SCHOOLS  
1400 E SPRING STREET  
COOKEVILLE TN 38506

AVERY TRACE MIDDLE SCHOOL  
230 RAIDER DRIVE  
COOKEVILLE, TN 38501

CUST# 71147

JOB NO.	CUST ORDER#	TERMS	INVOICE NUMBER	DATE
23089 -000		NET DUE	09687	8/15/23

REQUISITION# 001

AMOUNT THIS REQUISITION	108,233.00
ORIGINAL CONTRACT SUM	80,018.00
NET CHANGE BY CHANGE ORDERS	28,215.00
CONTRACT SUM TO DATE	108,233.00
TOTAL COMPLETED & STORED TO DATE	108,233.00
RETAINAGE	5,411.65
LESS PREVIOUS CERTIFICATES FOR PAYMENT	.00
CURRENT PAYMENT DUE	102,821.35

Mailing Address:  
P. O. Box 19968  
Birmingham, Alabama 35219

Shipping Address:  
709 1st Avenue North  
Birmingham, Alabama 35203

DEPARTMENT OF EDUCATION  
PUTNAM COUNTY  
SCHOOL NUTRITION PROGRAM

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



Putnam County Board of Education  
Agenda Request

Name of Person Making Request: Jennifer Mitchell

Department: School Nutrition

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

Account Funding Code (if appropriate): 143-73100-710

Backup included

Backup to follow

The School Nutrition Program is requesting approval from the Board of Education for the following:

Request permission to bid kitchen equipment for the School Nutrition Program.

Jennifer Mitchell, SNP Supervisor

8/18/23

Signature of Person Making Request

Date

  
Signature of Director of Schools

Date

received  
08-18-23 SA

Department: Adult Education

DATE: \_\_\_\_\_



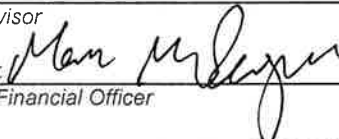
Item #	Account #	Account Description	Current		Requested
			Approved Amount	Increase	Decrease
<b>Revenue</b>				<u>Increase</u>	<u>Decrease</u>
1	141 R 46590 000 000 01005 000	OTHER STATE EDUCATION FUNDS	-	78,000.00	78,000.00
		<u>Total Revenue</u>	-	78,000.00	78,000.00
<b>Expenditures</b>				<u>Decrease</u>	<u>Increase</u>
2	141 E 71600 429 000 01005 000	INSTRUCTIONAL SUPPLIES			78,000.00
		<u>Total Expenditures</u>	-		78,000.00
		<u>Total Revenue less Total Expenditures</u>	-	78,000.00	78,000.00

Explanation: To budget for revenue received for Adult Education general services

Requested by: Lynda Huddleston  
Supervisor

Recommended for Approval:

  
Official / Department Head

Reviewed by:   
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date: \_\_\_\_\_

Action by County Commission: Approval

Non-Approval

Date: \_\_\_\_\_

**received**  
08-28-23  


Department: Finance

DATE: 7-Sep-23



Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
		<u>Revenue</u>				
1	141 R 49800 000 000 00000 000	TRANSFER TO OTHER FUNDS	1,000,000.00	18,000.00		1,018,000.00
						-
		<u>Total Amendment Revenue</u>	1,000,000.00			1,018,000.00
		<u>Expenditures</u>				
2	141 E 71100 189 000 02512 000	OTHER SALARY AND WAGES	-		8,000.00	8,000.00
3	141 E 71100 189 000 02516 000	OTHER SALARY AND WAGES	-		10,000.00	10,000.00
4	141 E 71100 201 000 02512 000	SOCIAL SECURITY	-		473.72	473.72
5	141 E 71100 201 000 02516 000	SOCIAL SECURITY	-		595.78	595.78
6	141 E 71100 201 000 00000 000	SOCIAL SECURITY	2,326,152.97	1,069.50		2,325,083.47
7	141 E 71100 204 000 02512 000	STATE RETIREMENT	-		613.20	613.20
8	141 E 71100 204 000 02516 000	STATE RETIREMENT	-		772.20	772.20
9	141 E 71100 204 000 00000 000	STATE RETIREMENT	1,661,646.76	1,385.40		1,660,261.36
10	141 E 71100 212 000 02512 000	EMPLOYEE MEDICARE LIABILITY	-		110.79	110.79
11	141 E 71100 212 000 02516 000	EMPLOYEE MEDICARE LIABILITY	-		139.33	139.33
12	141 E 71100 212 000 00000 000	EMPLOYEE MEDICARE LIABILITY	544,019.65	250.12		543,769.53
13	141 E 71100 217 000 02512 000	RET HYBRID STABILIZATION	-		63.00	63.00
14	141 E 71100 217 000 02516 000	RET HYBRID STABILIZATION	-		84.00	84.00
15	141 E 71100 217 000 00000 000	RET HYBRID STABILIZATION	1,121,458.26	147.00		1,121,311.26
		<u>Total Amendment Expenditures</u>	5,653,277.64			5,671,277.64
		<u>Total Amendment Revenue less Expenditures</u>	(4,653,277.64)			(4,653,277.64)

Explanation: To budget for the Literacy Training Teacher Stipend grant with Fund 142 paying for salary and Fund 141 paying for benefits.

Requested by: \_\_\_\_\_ Recommended for Approval: \_\_\_\_\_  
 Supervisor

Official / Department Head

Reviewed by:   
 Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date: \_\_\_\_\_

Action by County Commission: Approval Non-Approval Date: \_\_\_\_\_

received  
 08-28-23

Department: Finance

DATE: \_\_\_\_\_



Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Approval Amount
	<b>Revenue</b>					
1	141 R 48610 000 000 02521 000	DONATIONS	0.00	500.00		500.00
		<b>Total Amendment Revenue</b>	-			500.00
	<b>Expenditures</b>					
2	141 E 72130 599 000 02521 000	OTHER CHARGES	-		500.00	500.00
		<b>Total Amendment Expenditures</b>	-			500.00
		<b>Total Amendment Revenue less Expenditures</b>	-			-

Explanation: Establish budget for donations for student services.

Requested by: \_\_\_\_\_  
Supervisor

Recommended for Approval: \_\_\_\_\_  
Official / Department Head

Reviewed by: Mark McLeary  
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date: \_\_\_\_\_

Action by County Commission: Approval Non-Approval Date: \_\_\_\_\_

received  
08-28-23  
dx



Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Career & Technical Education - GP

August 24, 2023

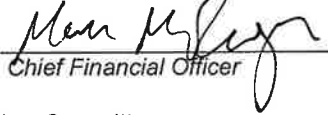
Date

Item #	Fund #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
1	141	141-71300-730	Equipment	\$21,350.00	-	5,500.00	15,850.00
2	141	141-71300-399	Other Contracted Services	\$0.00	300.00	-	300.00
3	141	141-71300-355	WBL Travel	\$1,500.00	1,200.00	-	2,700.00
4	141	141-72230-499	Other Supplies and Materials	\$400.00	4,000.00	-	4,400.00
			Totals:	23,250.00	5,500.00	5,500.00	23,250.00

Explanation: To move monies to pay for board installation, CTE banquet rentals and supplies and to pay for work based learning local travel claims throughout entire year.

Requested by:   
Supervisor

Recommended for Approval:  8/17/23  
Official / Department Head

Reviewed by:   
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date: \_\_\_\_\_

Action by County Commission: Approved Not Approved Date: \_\_\_\_\_

received  
08-28-23  


Department: Finance

DATE:

**EXHIBIT**  
*V.C.I.e.*  
09/07/23

Item #	Account #	Account Description	Approved Amount	Increase	Decrease	Approved
<b>Revenue</b>						
1	141 R 46510 000 000 00000 000	TN INVESTMENT IN STUDENT ACHEIVEMENT	74,483,642.03	52,136.00	-	74,535,778.03
<b>Total Amendment Revenue</b>			74,483,642.03			74,535,778.03
<b>Expenditures</b>						
2	141 E 71100 116 000 00000 000	TEACHERS	33,999,268.13	-	466,150.00	34,465,418.13
3	141 E 71100 128 000 02100 000	HOMEBOUND TEACHERS	54,846.20	-	2,000.00	56,846.20
4	141 E 71100 163 000 00000 000	AIDES	1,962,348.15	85,000.00	0.00	1,877,348.15
5	141 E 71100 201 000 00000 000	SOCIAL SECURITY	2,326,152.97	143,175.00	0.00	2,182,977.97
6	141 E 71100 204 000 00000 000	STATE RETIREMENT	1,661,646.76	-	1,078,000.00	2,739,646.76
7	141 E 71100 204 000 02100 000	STATE RETIREMENT		-	4,550.00	4,550.00
8	141 E 71100 206 000 00000 000	LIFE INSURANCE	22,407.17	4,750.00	0.00	17,657.17
9	141 E 71100 207 000 00000 000	MEDICAL INSURANCE	6,323,527.64	263,800.00	0	6,059,727.64
10	141 E 71100 208 000 00000 000	DENTAL INSURANCE	106,033.92	23,900.00	0.00	82,133.92
11	141 E 71100 212 000 00000 000	EMPLOYER MEDICARE LIABILITY	544,019.65	32,800.00	0.00	511,219.65
12	141 E 71100 217 000 00000 000	RET HYBRID STABILIZATION	1,121,458.26	965,920.00	-	155,538.26
13	141 E 71100 217 000 02100 000	RET HYBRID STABILIZATION	4,936.16	4,300.00	0.00	636.16
14	141 E 71150 116 000 00000 000	TEACHERS	636,084.69	-	62,000.00	698,084.69
15	141 E 71150 201 000 00000 000	SOCIAL SECURITY	39,499.25	-	600.00	40,099.25
16	141 E 71150 204 000 00000 000	STATE RETIREMENT	33,590.25	-	16,440.00	50,030.25
17	141 E 71150 207 000 00000 000	MEDICAL INSURANCE	119,400.82	-	14,000.00	133,400.82
18	141 E 71150 212 000 00000 000	EMPLOYER MEDICARE LIABILITY	9,237.73	-	150.00	9,387.73
19	141 E 71150 217 000 00000 000	RET HYBRID STABILIZATION	12,945.22	10,940.00	-	2,005.22
20	141 E 71200 116 000 00000 000	TEACHERS	6,235,642.77	346,150.00	-	5,889,492.77
21	141 E 71200 128 000 00000 000	HOMEBOUND TEACHERS	54,846.20	-	2,100.00	56,946.20
22	141 E 71200 171 000 00000 000	SPEECH PATHOLOGIST	649,644.74	-	10,000.00	659,644.74
23	141 E 71200 201 000 00000 000	SOCIAL SECURITY	554,798.08	21,825.00	-	532,973.08
24	141 E 71200 204 000 00000 000	STATE RETIREMENT	374,569.93	-	247,400.00	621,969.93
25	141 E 71200 206 000 00000 000	LIFE INSURANCE	6,669.26	250.00	-	6,419.26
26	141 E 71200 207 000 00000 000	MEDICAL INSURANCE	1,651,288.21	52,700.00	-	1,598,588.21
27	141 E 71200 207 000 02110 000	MEDICAL INSURANCE	66,198.96	5,000.00	-	61,198.96
28	141 E 71200 208 000 00000 000	DENTAL INSURANCE	31,559.91	6,100.00	-	25,459.91
29	141 E 71200 212 000 00000 000	EMPLOYER MEDICARE LIABILITY	129,751.16	5,100.00	-	124,651.16
30	141 E 71200 217 000 00000 000	RET HYBRID STABILIZATION	314,494.33	279,080.00	-	35,414.33
31	141 E 71300 116 000 00000 000	TEACHERS	1,476,634.11	-	65,000.00	1,541,634.11
32	141 E 71300 162 000 00000 000	CLERICAL PERSONNEL	11,714.73	11,700.00	-	14.73
33	141 E 71300 201 000 00000 000	SOCIAL SECURITY	102,876.78	4,300.00	-	98,576.78
34	141 E 71300 204 000 00000 000	STATE RETIREMENT	52,826.79	-	73,400.00	126,226.79
35	141 E 71300 212 000 00000 000	EMPLOYER MEDICARE LIABILITY	24,059.89	900.00	-	23,159.89
36	141 E 71300 217 000 00000 000	RET HYBRID STABILIZATION	77,827.46	69,400.00	-	8,427.46
37	141 E 72110 105 000 00000 000	SUPERVISOR/DIRECTOR	98,690.00	-	1,500.00	100,190.00
38	141 E 72110 189 000 00000 000	OTHER SALARIES & WAGES	85,726.79	-	2,700.00	88,426.79
39	141 E 72110 204 000 00000 000	STATE RETIREMENT	14,663.93	-	300.00	14,963.93
40	141 E 72110 207 000 00000 000	MEDICAL INSURANCE	27,595.78	-	500.00	28,095.78
41	141 E 72120 105 000 02000 000	SUPERVISOR/DIRECTOR	102,439.52	-	1,300.00	103,739.52
42	141 E 72120 130 000 02000 000	SOCIAL WORKERS	70,395.55	-	26,000.00	96,395.55
43	141 E 72120 131 000 00000 000	MEDICAL PERSONNEL	615,577.77	-	188,000.00	803,577.77
44	141 E 72120 201 000 00000 000	SOCIAL SECURITY	38,344.38	-	1,900.00	40,244.38
45	141 E 72120 201 000 02000 000	SOCIAL SECURITY	16,606.39	-	50.00	16,656.39
46	141 E 72120 204 000 00000 000	STATE RETIREMENT	44,209.94	-	16,300.00	60,509.94
47	141 E 72120 204 000 02000 000	STATE RETIREMENT	18,802.62	-	1,800.00	20,602.62
48	141 E 72120 207 000 00000 000	MEDICAL INSURANCE	170,249.47	-	29,200.00	199,449.47
49	141 E 72120 207 000 02000 000	MEDICAL INSURANCE	49,961.85	-	10,500.00	60,461.85
50	141 E 72120 212 000 00000 000	EMPLOYER MEDICARE LIABILITY	8,967.64	-	500.00	9,467.64
51	141 E 72120 212 000 02000 000	EMPLOYER MEDICARE LIABILITY	3,883.75	-	300.00	4,183.75
52	141 E 72120 217 000 00000 000	RET HYBRID STABILIZATION	-	-	4,300.00	4,300.00
53	141 E 72120 217 000 02000 000	RET HYBRID STABILIZATION	-	-	120.00	120.00
54	141 E 72130 123 000 00000 000	GUIDANCE PERSONNEL	2,146,643.92	-	6,850.00	2,153,493.92
55	141 E 72130 130 000 02100 000	SOCIAL WORKERS	71,568.52	-	26,200.00	97,768.52
56	141 E 72130 135 000 02100 000	ASSESSMENT PERSONNEL	12,700.62	-	500.00	13,200.62
57	141 E 72130 189 000 00000 000	OTHER SALARIES & WAGES	95,938.56	-	4,000.00	99,938.56
58	141 E 72130 204 000 00000 000	STATE RETIREMENT	113,266.46	-	43,000.00	156,266.46
59	141 E 72130 204 000 02100 000	STATE RETIREMENT	9,419.66	-	3,000.00	12,419.66
60	141 E 72130 207 000 00000 000	MEDICAL INSURANCE	339,464.16	-	6,000.00	345,464.16
61	141 E 72130 207 000 02100 000	MEDICAL INSURANCE	34,970.68	-	5,000.00	39,970.68
62	141 E 72130 217 000 00000 000	RET HYBRID STABILIZATION	52,501.06	43,000.00	-	9,501.06
63	141 E 72130 217 000 02100 000	RET HYBRID STABILIZATION	4,262.40	3,000.00	-	1,262.40
64	141 E 72210 105 000 00000 000	SUPERVISOR/DIRECTOR	531,047.72	-	14,000.00	545,047.72
65	141 E 72210 162 000 00000 000	CLERICAL PERSONNEL	128,422.86	-	47,000.00	175,422.86
66	141 E 72210 189 000 00000 000	OTHER SALARIES & WAGES	456,890.92	-	13,400.00	470,290.92
67	141 E 72210 201 000 00000 000	SOCIAL SECURITY	143,217.54	4,500.00	-	138,717.54
68	141 E 72210 204 000 00000 000	STATE RETIREMENT	143,828.76	-	22,000.00	165,828.76
69	141 E 72210 207 000 00000 000	MEDICAL INSURANCE	342,229.89	-	28,000.00	370,229.89
70	141 E 72210 212 000 00000 000	EMPLOYER MEDICARE LIABILITY	33,494.42	1,150.00	-	32,344.42

*08-30-23*

71	141 E 72210 217 000 00000 000	RET HYBRID STABILIZATION	18,989.46	17,000.00	-	1,989.46
72	141 E 72215 105 000 00000 000	SUPERVISOR/DIRECTOR	92,344.06	-	1,100.00	93,444.06
73	141 E 72215 161 000 00000 000	SECRETARY(S)	41,581.63	-	50.00	41,631.63
74	141 E 72215 204 000 00000 000	STATE RETIREMENT	9,329.82	-	80.00	9,409.82
75	141 E 72220 105 000 00000 000	SUPERVISOR/DIRECTOR	89,192.88	-	3,500.00	92,692.88
76	141 E 72220 135 000 00000 000	ASSESSMENT PERSONNEL	114,305.58	-	3,200.00	117,505.58
77	141 E 72220 189 000 00000 000	OTHER SALARIES & WAGES	228,790.16	-	115,000.00	343,790.16
78	141 E 72220 204 000 00000 000	STATE RETIREMENT	77,560.77	-	17,800.00	95,360.77
79	141 E 72220 207 000 00000 000	MEDICAL INSURANCE	208,997.03	-	1,150.00	210,147.03
80	141 E 72220 217 000 00000 000	RET HYBRID STABILIZATION	17,049.59	14,500.00	-	2,549.59
81	141 E 72230 105 000 00000 000	SUPERVISOR/DIRECTOR	82,476.67	-	13,500.00	95,976.67
82	141 E 72230 201 000 00000 000	SOCIAL SECURITY	5,113.55	-	550.00	5,663.55
83	141 E 72230 204 000 00000 000	STATE RETIREMENT	5,616.66	-	900.00	6,516.66
84	141 E 72230 207 000 00000 000	MEDICAL INSURANCE	13,774.08	-	300.00	14,074.08
85	141 E 72230 212 000 00000 000	EMPLOYER MEDICARE LIABILITY	1,195.91	-	130.00	1,325.91
86	141 E 72250 105 000 00000 000	SUPERVISOR/DIRECTOR	100,938.56	-	1,500.00	102,438.56
87	141 E 72250 120 000 00000 000	COMPUTER PROGRAMMER(S)	631,421.39	-	6,500.00	637,921.39
88	141 E 72250 201 000 00000 000	SOCIAL SECURITY	50,435.35	2,500.00	-	47,935.35
89	141 E 72250 204 000 00000 000	STATE RETIREMENT	57,082.07	-	600.00	57,682.07
90	141 E 72250 207 000 00000 000	MEDICAL INSURANCE	120,005.33	-	7,000.00	127,005.33
91	141 E 72310 204 000 00000 000	STATE RETIREMENT	6,402.73	-	950.00	7,352.73
92	141 E 72320 207 000 00000 000	MEDICAL INSURANCE	16,226.16	-	200.00	16,426.16
93	141 E 72410 104 000 00000 000	PRINCIPALS	1,719,193.32	-	16,000.00	1,735,193.32
94	141 E 72410 119 000 00000 000	ACCOUNTANTS/BOOKKEEPERS	828,531.78	24,000.00	-	804,531.78
95	141 E 72410 161 000 00000 000	SECRETARY(S)	1,402,414.76	29,000.00	-	1,373,414.76
96	141 E 72410 201 000 00000 000	SOCIAL SECURITY	373,956.83	35,500.00	-	338,456.83
97	141 E 72410 204 000 00000 000	STATE RETIREMENT	391,794.63	-	29,000.00	420,794.63
98	141 E 72410 207 000 00000 000	MEDICAL INSURANCE	1,074,253.15	6,000.00	-	1,068,253.15
99	141 E 72410 208 000 00000 000	DENTAL INSURANCE	16,297.50	2,500.00	-	13,797.50
100	141 E 72410 212 000 00000 000	EMPLOYER MEDICARE LIABILITY	87,457.65	7,800.00	-	79,657.65
101	141 E 72410 217 000 00000 000	RET HYBRID STABILIZATION	35,074.82	29,000.00	-	6,074.82
102	141 E 72510 119 000 00000 000	ACCOUNTANTS/BOOKKEEPERS	304,218.72	-	5,100.00	309,318.72
103	141 E 72510 162 000 00000 000	CLERICAL PERSONNEL	41,714.89	-	1,800.00	43,514.89
104	141 E 72510 204 000 00000 000	STATE RETIREMENT	50,928.58	-	250.00	51,178.58
105	141 E 72620 167 000 00000 000	MAINTENANCE PERSONNEL	891,290.13	-	26,000.00	917,290.13
106	141 E 72620 204 000 00000 000	STATE RETIREMENT	78,841.89	-	1,850.00	80,691.89
107	141 E 72620 207 000 00000 000	MEDICAL INSURANCE	119,228.74	-	43,000.00	162,228.74
108	141 E 72710 142 000 00000 000	MECHANIC(S)	191,909.19	11,500.00	-	180,409.19
109	141 E 72710 146 000 00000 000	BUS DRIVERS	1,373,115.94	-	70,300.00	1,443,415.94
110	141 E 72710 169 000 00000 000	PART TIME PERSONNEL	21,246.17	-	2,700.00	23,946.17
111	141 E 72710 189 000 00000 000	OTHER SALARIES & WAGES	46,022.18	-	131,000.00	177,022.18
112	141 E 72710 189 000 01605 000	OTHER SALARIES & WAGES	387,778.13	92,000.00	-	295,778.13
113	141 E 72710 201 000 01605 000	SOCIAL SECURITY	44,879.49	10,000.00	-	34,879.49
114	141 E 72710 204 000 00000 000	STATE RETIREMENT	124,169.10	-	9,500.00	133,669.10
115	141 E 72710 207 000 00000 000	MEDICAL INSURANCE	361,871.28	-	31,000.00	392,871.28
116	141 E 72710 207 000 01605 000	MEDICAL INSURANCE	103,731.36	-	32,300.00	136,031.36
117	141 E 72710 208 000 00000 000	DENTAL INSURANCE	9,699.00	3,500.00	-	6,199.00
118	141 E 72710 208 000 01605 000	DENTAL INSURANCE	5,724.00	2,800.00	-	2,924.00
119	141 E 72710 212 000 00000 000	EMPLOYER MEDICARE LIABILITY	25,181.15	-	100.00	25,281.15
120	141 E 73100 167 000 00000 000	MAINTENANCE PERSONNEL	172,315.56	55,600.00	-	116,715.56
121	141 E 73100 199 000 00000 000	OTHER PER DIEM & FEES	1,920.00	950.00	-	970.00
122	141 E 73100 201 000 00000 000	SOCIAL SECURITY	29,756.56	5,050.00	-	24,706.56
123	141 E 73100 204 000 00000 000	STATE RETIREMENT	34,309.51	4,000.00	-	30,309.51
124	141 E 73100 207 000 00000 000	MEDICAL INSURANCE	80,531.66	5,500.00	-	75,031.66
125	141 E 73100 212 000 00000 000	EMPLOYER MEDICARE LIABILITY	6,959.20	1,150.00	-	5,809.20
126	141 E 73300 189 000 02001 000	OTHER SALARIES & WAGES	20,272.40	-	2,800.00	23,072.40
127	141 E 73300 204 000 02001 000	STATE RETIREMENT	1,449.48	-	200.00	1,649.48
128	141 E 73300 207 000 02001 000	MEDICAL INSURANCE	3,175.15	-	500.00	3,675.15
129	141 E 73300 208 000 02001 000	DENTAL INSURANCE	49.29	-	50.00	99.29
130	141 E 73400 105 000 02005 000	SUPERVISOR/DIRECTOR	47,846.92	-	500.00	48,346.92
131	141 E 73400 116 000 02005 000	TEACHERS	919,017.80	39,000.00	-	880,017.80
132	141 E 73400 162 000 02005 000	CLERICAL PERSONNEL	14,548.03	-	14,000.00	28,548.03
133	141 E 73400 163 000 02005 000	AIDES	428,220.85	-	33,600.00	461,820.85
134	141 E 73400 201 000 02005 000	SOCIAL SECURITY	87,397.28	6,800.00	-	80,597.28
135	141 E 73400 204 000 02005 000	STATE RETIREMENT	70,572.27	-	30,300.00	100,872.27
136	141 E 73400 207 000 00000 000	MEDICAL INSURANCE	6,248.40	-	100.00	6,348.40
137	141 E 73400 207 000 02005 000	MEDICAL INSURANCE	235,505.40	-	28,500.00	264,005.40
138	141 E 73400 208 000 00000 000	DENTAL INSURANCE	159.00	-	50.00	209.00
139	141 E 73400 217 000 02005 000	RET HYBRID STABILIZATION	35,589.25	30,000.00	-	5,589.25
140	141 Q 39000 000 000 00000 000	UNASSIGNED FUND BALANCE	13,571,414.78	353,994.00	-	13,217,420.78
		<b>Total Amendment Expenditures</b>	<b>94,685,402.42</b>			<b>94,737,538.42</b>
		<b>Total Amendment Expenditures less Revenue</b>	<b>20,201,760.39</b>			<b>20,201,760.39</b>

Explanation: To amend budget for TISA increase and salary adjustments to match budget to salary scale.

Requested and Reviewed by:   
Chief Financial Officer





Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Special Education

DATE: September 2023

Item #	Account #	Account Description	Current Approved Amount	Requested Approval Amount		
				Increase	Decrease	
1	142 47143-907	Revenue		7,064.63	-	7,064.63
				Decrease	Increase	
2	142 71200-163-907	Ed. Assistants	-		4,389.93	4,389.93
3	142 71200-201-907	Social Security	-		200.00	200.00
4	142 71200-204-907	State Retirement	-		400.00	400.00
5	142 71200-206-907	Life Insurance	-		5.00	5.00
6	142 71200-207-907	Medical Insurance	-		1,700.00	1,700.00
7	142 71200-208-907	Dental Insurance			25.00	25.00
8	142 71200-212-907	Employer Medicare			70.00	70.00
9	142 99100-504-907	In-Direct Cost	-	-	275.00	275.00

Explanation: To budget IDEA ARP carry over funds of \$7,064.63 for the 2023-24 school years.

Sheri Roberson  
Requested by: Supervisor: Sheri Roberson

Recommended for Approval:

\_\_\_\_\_  
Assistant Director

Reviewed by: Manuel...  
Chief Financial Officer

[Signature]  
Official / Department Head

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date:

Action by County Commission: Approval

Non-Approval

Date:

received  
08-28-23  
SN



Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Teaching and Learning

August 18, 2023

Item #	Account #	Account Description	Current		Requested	
			Approved Amount	Increase	Decrease	Approval Amount
<b>Revenue</b>						
1	142 R 47307 000 935 00000 000	Revenue	-	71,250.00		71,250.00
		<b>Total Revenue</b>	-	<b>71,250.00</b>		<b>71,250.00</b>
<b>Expenditures</b>						
				<b>Decrease</b>	<b>Increase</b>	
2	142 E 72210 399 935 00000 000	Other Contracted Services	-	-	71,250.00	71,250.00
		<b>Total Expenditures</b>	-	-	<b>71,250.00</b>	<b>71,250.00</b>
		<b>Total Revenue less Total Expenditures</b>		<b>71,250.00</b>	<b>71,250.00</b>	

Explanation: Budget for TDOE Math Implementation Support Grant

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:

received  
08-28-23  
[Signature]

Department: **Federal Programs**



DATE: \_\_\_\_\_



Item #	Fund	Account #	Subfund	Account Description	Current Approved Amount		Requested Approval Amount
					Decrease	Increase	
1		47301	932	REVENUE			145,154.01
					Increase	Decrease	
2	142	71100-429	932	Instructional Supplies	5,886.00		5,886.00
3	142	71100-471	932	Software	74,964.00		74,964.00
4	142	72130-322	932	Testing	22,901.00		22,901.00
5	142	72210-399	932	Contracted Services	11,482.00		11,482.00
6	142	72210-499	932	Other Supplies and Materials	1,350.00		1,350.00
7	142	72210-524	932	Professional Development	13,690.00		13,690.00
8	142	72210-790	932	Other Equipment	9,268.00		9,268.00
9	142	99100-504	932	Indirect Costs	5,613.01		5,613.01

Explanation: This ESSER 2.0 revenue amendment is required in order to allocate carryover funds for the 23-24 school year.

Requested by: Bridget Carrillo  
Supervisor

Recommended for Approval:

[Signature]  
Official / Department Head

Reviewed by: Mar Wilson  
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date: \_\_\_\_\_

Action by County Commission: Approval

Non-Approval

Date: \_\_\_\_\_

received  
08-28-23  
[Signature]

Department: Finance

DATE: \_\_\_\_\_

**EXHIBIT**  
*VI C.3.d.*  
09-07-23  
Requested Approval Amount

<u>Item #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Approved Amount</u>	<u>Increase</u>	<u>Decrease</u>	<u>Requested Approval Amount</u>
<b>Revenue</b>						
1	142 R 47309 000 950 00000 000	COVID-19 REVENUE	-	8,000.00		8,000.00
2	142 R 47309 000 953 00000 000	COVID-19 REVENUE	-	10,000.00		10,000.00
		<b>Total Amendment Revenue</b>	-			18,000.00
<b>Expenditures</b>						
				<u>Decrease</u>	<u>Increase</u>	
3	142 E 99100 590 950 00000 000	TRANSFER TO OTHER FUNDS	-	-	8,000.00	8,000.00
4	142 E 99100 590 953 00000 000	TRANSFER TO OTHER FUNDS	-	-	10,000.00	10,000.00
		<b>Total Amendment Expenditures</b>	-			18,000.00
<b>Total Amendment Revenue less Expenditures</b>			-			-

Explanation: To budget for the Literacy Training Teacher Stipend grant with Fund 142 paying for salary and Fund 141 paying for benefits.

Requested by: \_\_\_\_\_  
*Supervisor*

Recommended for Approval: \_\_\_\_\_  
*Official / Department Head*

Reviewed by: *Mark Polunger*  
*Chief Financial Officer*

Action by Fiscal Review Committee:      Recommended for Approval      No Recommendation      Date: \_\_\_\_\_

Action by County Commission:      Approval      Non-Approval      Date: \_\_\_\_\_

received  
 08-28-23 *AK*



Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: **Special Education**

DATE: September 2023

Item #	Account #	Account Description	Current Approved Amount	Requested Approval Amount
				Increase Decrease
1	142	47143-893	Revenue	- 56,000.00 - 56,000.00
				Decrease Increase
2	142	71200-116-893	Teacher	- 44,308.00 44,308.00
3	142	71200-201-893	Social Security	- 2,480.00 2,480.00
4	142	71200-204-893	State Retirement	- 3,476.00 3,476.00
5	142	71200-206-893	Life Insurance	- 24.00 24.00
6	142	71200-207-893	Medical Insurance	- 5,000.00 5,000.00
7	142	71200-208-893	Dental Insurance	- 132.00 132.00
8	142	71200-212-893	Employer Medicare	- 580.00 580.00
			-	- 56,000.00 -

Explanation: To budget IDEA Partnership for Systemic Change (Pre-K) Sustainability Grant for SWD awarded to PCS for the 2023-24 school years.

*Sheri Roberson*

Requested by: Sheri Roberson Supervisor

Reviewed by: *Max McLaughlin*  
Chief Financial Officer

Recommended for Approval:

Assistant Director  
*[Signature]*  
Official / Department Head

Action by Fiscal Review Committee: Recommended for Approval No Recommendation

Date:

Action by County Commission: Approval Non-Approval

Date:

received  
08-28-23  
SL

**EXHIBIT**  
 VI C.3.f.  
 09-07-23  
 tabbles

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Special Education

DATE: September 2023

Item #	Account #	Account Description	Current Approved Amount			Requested Approval Amount
				Increase	Decrease	
1	142	47143-896	Revenue	-	70,000.00	70,000.00
				Decrease	Increase	
2	142	72220-189-896	Other Salaries and Wages		58,803.00	58,803.00
3	142	72220-201-896	Social Security		3,417.00	3,417.00
4	142	72220-204-896	State Retirement		4,409.00	4,409.00
5	142	72220-206-896	Life Insurance		46.00	46.00
6	142	72220-207-896	Medical Insurance		2,450.00	2,450.00
7	142	72220-208-896	Dental Insurance		60.00	60.00
8	142	72220-212-896	Employer Medicare		815.00	815.00
				-	-	70,000.00

Explanation: To budget IDEA Partnership for Systemic Change (K-12) Sustainability Grant for SWD awarded to PCS for the 2023-24 school years.

  
 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  
 08-28-23  
 bx

Department: **Federal Programs**



DATE: September 7, 2023



Item #	Fund	Account #	Subfund	Account Description	Current Approved Amount	Requested Approval Amount
1		47301	933	REVENUE		8,390,690.90
					Decrease	Increase
						8,390,690.90
					Increase	Decrease
2	142	71100-116	933	Teachers	556,000.00	556,000.00
3	142	71100-163	933	Assistants	453,500.00	453,500.00
4	142	71100-189	933	Other Wages	62,901.00	62,901.00
5	142	71100-201	933	Social Security	66,500.00	66,500.00
6	142	71100-204	933	State Retirement	74,755.00	74,755.00
7	142	71100-206	933	Life Insurance	1,249.00	1,249.00
8	142	71100-207	933	Medical Insurance	209,007.12	209,007.12
9	142	71100-208	933	Dental	5,120.00	5,120.00
10	142	71100-210	933	Unemployment	1,960.00	1,960.00
11	142	71100-212	933	Medicare	15,490.00	15,490.00
12	142	71100-429	933	Instructional Supplies	38,640.00	38,640.00
13	142	71100-471	933	Software	873,616.57	873,616.57
14	142	72210-105	933	Supervisor	96,170.00	96,170.00
15	142	72210-189	933	Other Wages	77,271.00	77,271.00
16	142	72210-201	933	Social Security	5,963.00	5,963.00
17	142	72210-204	933	Retirement	8,360.00	8,360.00
18	142	72210-206	933	Life Insurance	39.00	39.00
19	142	72210-207	933	Medical Insurance	16,525.00	16,525.00
20	142	72210-208	933	Dental	160.00	160.00
21	142	72210-210	933	Unemployment	100.00	100.00
22	142	72210-212	933	Medicare	2,790.00	2,790.00
23	142	72210-355	933	Travel	4,200.00	4,200.00
24	142	72210-399	933	Contracted Services	80,000.00	80,000.00
25	142	72210-471	933	Software	1,347.50	1,347.50
26	142	72210-499	933	Other Supplies	2,975.00	2,975.00
27	142	72210-524	933	Professional Development	39,000.00	39,000.00
28	142	76100-707	933	Building Improvements	5,645,000.00	5,645,000.00
29	142	99100-504	933	Indirect Costs	52,051.71	52,051.71
						-
						-

Explanation: This ESSER 3.0 (933) revenue amendment is required in order to allocate funds.

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: [Signature] Approval

Non-Approval

Date: \_\_\_\_\_



**EXHIBIT**  
*VIP.*  
 09-07-23

**Out of State/ Overnight BOARD APPROVAL Month: September, 2023**

Date Submitted	Destination/City	School	Sponsors/ Chaperones	Subject/ Grade/ Group	Date(s) of Event	No. of Students	Event Name
08/24/23	Gulf Breeze HighSchool Pensacola Beach, FL / Holiday Inn Resort 333 Fort Pickens Rd, Pensacola Beach FL 32561	CHS	Josh Heard, Matt Hill and Scotty Gilliam	Athletics / 9th-12th / Basketball	December 26-30, 2023	12	Basketball Tournament
08/24/23	DECA International Career Development Conference, Anaheim, CA	CHS	Virginia Gantkowski 931-644-3106; Ricky Shelton 931-252-2854, Shannon Shelton 931-252-3562.	CTE / 10th-12th / DECA	April 26, 2024	6	National DECA Competition Conference
08/24/23	Dixie Delight Dairy Goat Show Fayette, AL	UHS	Rachel Burchett 423-618-2064 Richard Burchett 931-267-9114	CTE / 9th / FFA	September 22-23, 2023	1	Livestock Show
08/24/23	VWF Ag Fair Dekalb Co., Alabama	UHS	Rachel Burchett 423-618-2064 Richard Burchett 931-267-9114	CTE / 9th / FFA	September 27-27, 2023	1	Livestock Show
08/24/23	ADGS National Convention Tulsa, Oklahoma	UHS	Rachel Burchett 423-618-2064 Richard Burchett 931-267-9114	CTE / 9th / FFA	October 19-22, 2023	1	Livestock Show
08/24/23	North American International Livestock Expo Louisville, KY	UHS	Rachel Burchett 423-618-2064 Richard Burchett 931-267-9114	CTE / 9th / FFA	November 2-7, 2023	1	Livestock Show

  
 Corby King, Director of Schools

Date

**received**  
 08-24-23  
*[Signature]*

# CHS Boys Basketball Tournament

# Boys Basketball Rostering List

① Josh Heard  
Colin Ayers  
Bennett Reeves

② Jack Oakley  
Jalen Heard  
Joseph Owens

③ Jaren Davis  
Brody Parsons  
Lane Garrett

④ Liberty Graves  
Kyla Puckett

ITINERARY FOR PENSACOLA BEACH

DAY 1: ARRIVE AT HOTEL AND HAVE TEAM MEETING AT 7PM TO GO OVER RULES OF HOTEL AND GAME DAY EVENTS. BED CHECKS AT 10PM BY COACHES

DAY 2: BREAKFAST AT HOTEL AND GAME ARE (T.B.A). LUNCH AND DINNER DURING OPEN TIMES BEFORE OR AFTER GAMES. MEETING AT HOTEL AFTER GAME AND BEFORE BED TIME CHECK IN LOBBY.

DAY 3: BREAKFAST AT HOTEL AND GAME THAT DAY. LUNCH AND DINNER BEFORE OR AFTER GAME. ARRIVE BACK AT HOTEL FOR MEETING AFTER GAME. BED CHECK AT 10PM

DAY 4: BREAKFAST AT HOTEL AND GAME THAT DAY. LUNCH AND DINNER BEFORE OR AFTER GAME. ARRIVE BACK AT HOTEL FOR MEETING AFTER GAME. BED CHECK AT 10PM

DAY 5: LEAVE HOTEL BY 8AM TO RETURN TO COOKEVILLE.

**CHS DECA International  
Career Development  
Conference**

Possible National DECA Competition Room List April 26 - May 1, 2024

An updated list will be submitted closer to Competition

Rooming List

<b>Names</b>	<b>Male/Female/Advisor</b>	<b>Room</b>
Virginia Gantkowski	Advisor	1
Mike Gomez	New Advisor UHS	2
William Mateo	Male	3
Shivam Patel	Male	3
Jonah Hull	Male	3
Jimmy Guadelupe	Male	3
Crystal Herrera	Female	4
Kaylee Ramirez	Female	4
Keyla Ramirez	Female	4
Shelton Family	Chaperone	5
Shannon Shelton	Female Chaperone	5
Ricky Shelton	Male Chaperone	5
Mia Shelton	Student	5
Sofia Shelton	Student	5

# UHS FFA Livestock Show



**Baxter FFA**

**Upperman High School**

**Wes Shanks, Advisor**

**Whitney Slatten, Advisor**

6950 Nashville Hwy  
Baxter, TN 38544  
931-858-3112

**Event: Dixie Delight Dairy Goat Show**

**Location: Fayette, Alabama**

**Dates: September 22-23, 2023**

**School Sponsor: Whitney Slatten**

**Transportation Type: Parent Vehicle**

**Event Chaperone: Rachel and Richard Burchett**

**Student Information: Evey L. Burchett**

**Student will be transported and rooming with her parents for this livestock event.**



**Baxter FFA**

**Upperman High School**

6950 Nashville Hwy  
Baxter, TN 38544  
931-858-3112

**Wes Shanks, Advisor**  
**Whitney Slatten, Advisor**

**Event: VFW Ag Fair Dairy Goat Show**  
**Location: Dekalb County, Alabama**  
**Dates: September 27, 2023**

**School Sponsor: Whitney Slatten**

**Transportation Type: Parent Vehicle**

**Event Chaperone: Rachel and Richard Burchett**

**Student Information: Evey L. Burchett**

**Student will be transported and rooming with her parents for this livestock event.**



**Baxter FFA**

**Upperman High School**

6950 Nashville Hwy  
Baxter, TN 38544  
931-858-3112

**Wes Shanks, Advisor**  
**Whitney Slatten, Advisor**

**Event: American Dairy Goat Association National Convention**  
*Evey is a national junior ambassador for this organization.*

**Location: Tulsa, Oklahoma**  
**Dates: October 19-22, 2023**

**School Sponsor: Whitney Slatten**

**Transportation Type: Parent Vehicle**

**Event Chaperone: Rachel and Richard Burchett**

**Student Information: Evey L. Burchett**

**Student will be transported and rooming with her parents for this livestock event.**



**Baxter FFA**

**Upperman High School**

**Wes Shanks, Advisor**

**Whitney Slatten, Advisor**

6950 Nashville Hwy  
Baxter, TN 38544  
931-858-3112

**Event: North American International Livestock Exposition**

**Location: Louisville, Ky**

**Dates: November 2-7, 2023**

**School Sponsor: Whitney Slatten**

**Transportation Type: Parent Vehicle**

**Event Chaperone: Rachel and Richard Burchett**

**Student Information: Evey L. Burchett**

**Student will be transported and rooming with her parents for this livestock event.**

PUTNAM COUNTY BOARD OF EDUCATION  
DISCRETIONARY GRANT REPORT  
SEPTEMBER 2023

EXHIBIT  
VI E  
09-07-23

Board Action	GRANT TITLE	GRANT AMOUNT REQUESTING	LEA MATCH	GRANT AMOUNT ACCEPTANCE	PREVIOUS GRANTS ONGOING	New, Ongoing, Renewal	LOCATION	APPROVAL TO APPLY	APPROVAL TO ACCEPT	APPROVAL FOR ONGOING	COMMENTS
PERMISSION TO APPLY	WALMART COMMUNITY GRANT	\$ 800.00				NEW	CES	9/7/2023			KENDRA HILLIS APPLYING
PERMISSION TO APPLY	TN ARTS COMMISSION GRANT	\$ 2,928.00				NEW	CORNERSTONE ELEM.	9/7/2023			MYRA NORROD APPLYING
PERMISSION TO APPLY	TN ARTS COMMISSION GRANT	\$ 2,432.00				NEW	BPS	9/7/2023			MARSHA WYATT APPLYING
PERMISSION TO APPLY	UTRUST MINI GRANT	\$ 500.00				NEW	MHS	9/7/2023			BREONNA WHEELER APPLYING
PERMISSION TO APPLY	TN ARTS COMMISSION GRANT	\$ 3,000.00				NEW	PVES	9/7/2023			MEL PRESLEY / BROOKE BRADLEY APPLYING
PERMISSION TO APPLY	TN ARTS COMMISSION GRANT	\$ 3,000.00				NEW	NES	9/7/2023			JENNIFER WEBB APPLYING
PERMISSION TO APPLY	SWALLOWS' SCHOLARS GRANT	\$ 500.00				NEW	NES	9/7/2023			DEREK ZACHARY APPLYING
PERMISSION TO APPLY	UTRUST MINI GRANT	\$ 500.00				NEW	CHS	9/7/2023			KIM PACK APPLYING
PERMISSION TO APPLY	IDEA PARTNERSHIP for SYSTEMIC CHANGE PRE-K SUSTAINABILITY GRANT	\$ 56,000.00				NEW	SYSTEMWIDE	9/7/2023			SHERI ROBERSON / SHEREE BERNARD APPLYING
PERMISSION TO APPLY	IDEA PARTNERSHIP for SYSTEMIC CHANGE (K-12) SUSTAINABILITY GRANT	\$ 70,000.00				NEW	SYSTEMWIDE	9/7/2023			SHERI ROBERSON / SHEREE BERNARD APPLYING
PERMISSION TO APPLY	SWALLOWS' SCHOLARS GRANT	\$ 500.00				NEW	PSMS	9/7/2023			STEFANIE JANKO APPLYING
PERMISSION TO APPLY	SWALLOWS' SCHOLARS GRANT	\$ 500.00				NEW	SYSTEMWIDE	9/7/2023			AMY KEY APPLYING
PERMISSION TO APPLY	TN ARTS COMMISSION GRANT	\$ 3,000.00				NEW	CCFS	9/7/2023			LESLEY WORSHAM APPLYING
PERMISSION TO APPLY	UTRUST MINI GRANT	\$ 250.00				NEW	ATMS	9/7/2023			KELSEY DALE APPLYING
PERMISSION TO APPLY	TN ARTS COMMISSION GRANT	\$ 3,000.00				NEW	AMS	9/7/2023			BETH GAW APPLYING
PERMISSION TO APPLY	TARGET GRANT	\$ 700.00				NEW	PVES	9/7/2023			RHONDA WEST APPLYING
PERMISSION TO APPLY	AMERICAN BATTLEFIELD TRUST GRANT	\$ 1,440.00				NEW	PVES	9/7/2023			RHONDA WEST APPLYING
PERMISSION TO APPLY	UTRUST MINI GRANT	\$ 500.00				NEW	BURKS	9/7/2023			HEATHER TINCH APPLYING
PERMISSION TO APPLY	PROJECT HOMETOWN HELP ( MIDDLE TN. NATURAL GAS UTILITY)	\$ 3,000.00				NEW	MHS	9/7/2023			RACHELL GOODWIN APPLYING
PERMISSION TO APPLY	VEC CUSTOMER SHARE GRANT	\$ 5,700.00				NEW	MHS	9/7/2023			RACHELL GOODWIN APPLYING
PERMISSION TO APPLY	UCEMCCARES GRANT	\$ 30,000.00				NEW	UHS	9/7/2023			BRUCE HEADY APPLYING
PERMISSION TO APPLY	WALMART COMMUNITY GRANT	\$ 5,000.00				NEW	PVES	9/7/2023			AMY LADAGONA APPLYING
PERMISSION TO APPLY	SWALLOWS' SCHOLARS GRANT	\$ 500.00				NEW	BPS	9/7/2023			SANDY WINDROW APPLYING
PERMISSION TO APPLY	TVA STEM CLASSROOM GRANT	\$ 5,000.00				NEW	VITAL	9/7/2023			DAVID SMITH APPLYING FOR 3-8 MIDDLE GRADES
PERMISSION TO APPLY	TVA STEM CLASSROOM GRANT	\$ 5,000.00				NEW	VITAL	9/7/2023			CARRIN NASH APPLYING 9-12 HIGH SCHOOL GRADES
PERMISSION TO APPLY	TN ARTS COMMISSION GRANT	\$ 3,000.00				NEW	SES	9/7/2023			TRACY NABORS APPLYING
PERMISSION TO APPLY	SWALLOWS' SCHOLARS GRANT	\$ 500.00				NEW	PVES	9/7/2023			KERRI WINNINGHAM APPLYING
PERMISSION TO APPLY	SCHOOL SECURITY GRANT	\$ 476,072.72				NEW	DISTRICT WIDE	9/7/2023			CHRIS PIERCE / AMY WEST APPLYING
PERMISSION TO APPLY	SWALLOWS' SCHOLARS GRANT	\$ 500.00				NEW	CES	9/7/2023			COURTNEY LAMB APPLYING
PERMISSION TO APPLY	SWALLOWS' SCHOLARS GRANT	\$ 500.00				NEW	NES	9/7/2023			MELISSA PALK APPLYING
PERMISSION TO APPLY	TWIN LAKES GRANT	\$ 4,100.00				NEW	PSMS	9/7/2023			MARK TYLKA APPLYING
PERMISSION TO APPLY	UCEMCCARES GRANT	\$ 3,500.00				NEW	PSMS	9/7/2023			MARK TYLKA APPLYING
PERMISSION TO ACCEPT	UTRUST MINI GRANT			\$ 250.00		NEW	SES		9/7/2023		TRACY NABORS ACCEPTING
PERMISSION TO ACCEPT	PROJECT HOMETOWN HELP ( MIDDLE TN. NATURAL GAS UTILITY)			\$ 1,500.00		NEW	PSES		9/7/2023		KATTIE STEVENS ACCEPTING
PERMISSION TO ACCEPT	UNITED STATES DEPARTMENT OF AGRICULTURE FOOD AND NUTRITION SERV.			\$ 5,180.00		NEW	SCHOOL NUTRITION		9/7/2023		JENNIFER MITCHELL / STACY BRADFORD ACCEPTING
TOTALS		Jul-23 \$ 4,490.00									
		Aug-23 \$ 8,991.00		\$ 1,455,491.40	\$ 26,524.96						
		Sep-23 \$ 691,922.72		\$ 7,930.00							
		Oct-23									
		Nov-23									
		Dec-23									
		Jan-24									
		Feb-24									
		Mar-24									
		Apr-24									
		May-24									
		Jun-24									
		Jul-24									
	TOTAL	\$ 705,403.72	\$ -	\$ 1,463,421.40	\$ 26,524.96						GRANT REPORT PREPARED BY SHARON BYERS

received  
08-29-23  
[Signature]



**Board Agenda Request  
For September 7, 2023 Meeting**

Date 08/21/2023

Department Teaching & Learning

Person Submitting Diana Wood *Diana Wood*

Account Number (if appropriate) N/A

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Approval of Agreement between Putnam County School System and Tennessee Technological University regarding a VPK Funded PreK Classroom for the 2023-2024 school year.

**received**  
08-21-23 *CL*

**Agreement Between  
PUTNAM COUNTY SCHOOL SYSTEM  
And  
TENNESSEE TECH UNIVERSITY  
2023-2024**

**I. Purpose**

The purpose of this agreement is to establish a working collaboration between Putnam County School System and Tennessee Tech University for a VPK Funded Pre-K, in the provision of, or access to, comprehensive services for three and four year old children with a priority admission given to "at-risk" four year old 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 three and four year olds is contingent upon approved state funding.

**II. Objective**

The objective of the program is to provide comprehensive services for 20 three and 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 4 year old 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 three and 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 three and four year old children.
  4. All students will be at least three or four years of age on or before August 15, 2023.
- 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, 2023 through June 30, 2024.
- 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.

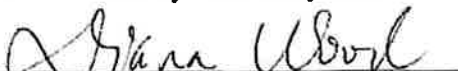
- VIII. This agreement requires multiple fiscal funding and as such, is subject to allotment of Federal and State funds.

Parties are in agreement as indicated by their signatures.

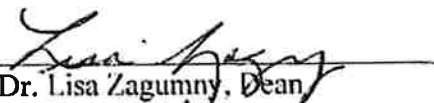
- IX. Maximum amount not to exceed \$89,142.00.

  
 Corby R. King, Director

Putnam County School System



Diana Wood, PreK-4<sup>th</sup> Gr. Supervisor  
 Putnam County School System

  
 Dr. Lisa Zagumny, Dean

College of Education



Dr. Philip Oldham, President  
 Tennessee Technological University

Putnam County School System  
 Board of Education Chairman



# UPPER CUMBERLAND ADULT ED

EXHIBIT  
VI F.2  
09-07-23  
tabbles

Date: August 21, 2023

To: Sharon Reid

From: Lynda Huddleston

RE: Fentress County Lease for Board Approval

Please add the following item to the BOE Agenda for the September 2023 board meeting:

Approval of the Lease Agreement between Fentress County Schools and PCSS use of space for Adult Education at \$1 per month to be paid from Adult Education funds effective July 1, 2023-December 30, 2023.

received  
08-21-23  
*[Signature]*

## LEASE AGREEMENT

THIS LEASE is hereby made and entered into this 1st day of July, 2023, by and between FENTRESS COUNTY BOARD OF EDUCATION ("Lessor") and \_\_\_\_\_ ("Lessee").

**WITNESSETH:**

WHEREAS, the Fentress County Board of Education at a special called meeting on June 26, 2023, approved for the Lessee to continue the occupation of the Materials Center in the previously leased space with the amount of rent set at \$1.00 per month and the all terms of the previous memorandum of understanding incorporated herein with any conflicting terms to be altered by the terms herein; and

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, the Leased Premises in accordance with the terms contained herein.

NOW, THEREFORE, for and in consideration of the rents paid and to be paid, and the mutual covenants and understandings between the parties, Lessor and Lessee hereby agree as follows:

1. **Lease and Term.** Lessor hereby lease to Lessee, and Lessee hereby lease from Lessor, the Leased Premises. The term of the Lease shall be 6 months from the date above. Lessee does acknowledge and understand that the Leased Premises will need to be vacant at the expiration of the Lease or upon such notice and time as provided in Paragraphs 9 and 10 below.
2. **Rent.** Lessee shall pay all rents due in a timely manner monthly and said rents shall be paid to the Lessor as set forth in this Lease Agreement.
3. **Indemnity.** Lessee hereby agrees to indemnify and hold Lessor harmless from any and all claims, liabilities and expenses, including without limitation reasonable attorneys' fees and court costs, for property damage or personal injury or liability of any type arising out of or with respect to the Lessee's use of the Leased Premises or the conduct of Lessee's business on the Leased Premises, regardless of whether such use or business conduct is permitted under the terms of this Lease Agreement.
4. **Assignment or Subletting.** Lessee shall not sell, assign, pledge or otherwise transfer or encumber this Lease nor sublet or assign the Leased Premises without the prior written consent of Lessor.
5. **Default.** In the event of Lessee's failure to perform timely and diligently all obligations under this Lease or under the Lease Agreement, Lessee shall be in default hereunder, and Lessor may: (1) proceed to cure such default, in which case Lessee shall reimburse Lessor for any expense incurred by Lessor in curing the default, and Lessee grants to Lessor reasonable entry for the purpose of curing such default; (2) proceed to evict Lessee and re-enter the Leased Premises; (3) terminate this Lease, but such termination shall specifically not affect Lessor's right to collect from Lessee rents and other sums due hereunder; and/or (4) proceed with any other remedies available in law or equity. Lessor's election to use one remedy shall not preclude Lessor's subsequent election to use any other remedy.
6. **Surrender of Leased Premises.** At the expiration of the term of this lease, Lessee shall surrender the Leased Premises broom clean and in good condition, normal wear and tear excepted. Lessee shall have the right to remove trade fixtures and equipment provided Lessee removes the same prior to the end of the term of this Lease or earlier termination and further provided that said removal does not damage the Leased Premises.
7. **Insurance.** Lessee shall procure general public liability insurance for and on the Leased Premises from a reputable insurance company, naming Lessor as an additional insured in the amount of at least \$1,000,000.00 for bodily injury, death or property damage. Lessee shall also maintain insurance covering any improvements now or hereafter on the Leased Premises against loss or damage by fire or other casualty for the full insurable value thereof, and Lessor shall likewise be named as an additional insured on such policy. Lessee shall furnish to Lessor a copy of all such policy or policies and a certificate evidencing that the required insurance is in full force and effect.

LEASE AGREEMENT

THIS LEASE is hereby made and entered into this 1st day of July, 2023, by and between FENTRESS COUNTY BOARD OF EDUCATION ("Lessor") and \_\_\_\_\_ ("Lessee").

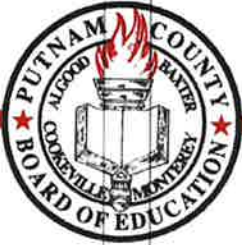
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WHEREAS, the Fentress County Board of Education at a special called meeting on June 26, 2023, approved for the Lessee to continue the occupation of the Materials Center in the previously leased space with the amount of rent set at \$1.00 per month and the all terms of the previous memorandum of understanding incorporated herein with any conflicting terms to be altered by the terms herein; and

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, the Leased Premises in accordance with the terms contained herein.

NOW, THEREFORE, for and in consideration of the rents paid and to be paid, and the mutual covenants and understandings between the parties, Lessor and Lessee hereby agree as follows:

1. **Lease and Term.** Lessor hereby lease to Lessee, and Lessee hereby lease from Lessor, the Leased Premises. The term of the Lease shall be 6 months from the date above. Lessee does acknowledge and understand that the Leased Premises will need to be vacant at the expiration of the Lease or upon such notice and time as provided in Paragraphs 9 and 10 below.
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3. **Indemnity.** Lessee hereby agrees to indemnify and hold Lessor harmless from any and all claims, liabilities and expenses, including without limitation reasonable attorneys' fees and court costs, for property damage or personal injury or liability of any type arising out of or with respect to the Lessee's use of the Leased Premises or the conduct of Lessee's business on the Leased Premises, regardless of whether such use or business conduct is permitted under the terms of this Lease Agreement.
4. **Assignment or Subletting.** Lessee shall not sell, assign, pledge or otherwise transfer or encumber this Lease nor sublet or assign the Leased Premises without the prior written consent of Lessor.
5. **Default.** In the event of Lessee's failure to perform timely and diligently all obligations under this Lease or under the Lease Agreement, Lessee shall be in default hereunder, and Lessor may: (1) proceed to cure such default, in which case Lessee shall reimburse Lessor for any expense incurred by Lessor in curing the default, and Lessee grants to Lessor reasonable entry for the purpose of curing such default; (2) proceed to evict Lessee and re-enter the Leased Premises; (3) terminate this Lease, but such termination shall specifically not affect Lessor's right to collect from Lessee rents and other sums due hereunder; and/or (4) proceed with any other remedies available in law or equity. Lessor's election to use one remedy shall not preclude Lessor's subsequent election to use any other remedy.
6. **Surrender of Leased Premises.** At the expiration of the term of this lease, Lessee shall surrender the Leased Premises broom clean and in good condition, normal wear and tear excepted. Lessee shall have the right to remove trade fixtures and equipment provided Lessee removes the same prior to the end of the term of this Lease or earlier termination and further provided that said removal does not damage the Leased Premises.
7. **Insurance.** Lessee shall procure general public liability insurance for and on the Leased Premises from a reputable insurance company, naming Lessor as an additional insured in the amount of at least \$1,000,000.00 for bodily injury, death or property damage. Lessee shall also maintain insurance covering any improvements now or hereafter on the Leased Premises against loss or damage by fire or other casualty for the full insurable value thereof, and Lessor shall likewise be named as an additional insured on such policy. Lessee shall furnish to Lessor a copy of all such policy or policies and a certificate evidencing that the required insurance is in full force and effect.



# UPPER CUMBERLAND ADULT EDUCATION

---

Date: August 21, 2023

To: Sharon Reid

From: Lynda Huddleston

RE: Fentress County Lease for Board Approval

Please add the following item to the BOE Agenda for the September 2023 board meeting:

Approval of the Lease Agreement between Fentress County Schools and PCSS use of space for Adult Education at \$1 per month to be paid from Adult Education funds effective July 1, 2023-December 30, 2023.

8. **Condition.** Lessor hereby leases the Leased Premises, and Lessee hereby accepts the same, in their present state and condition as of the date hereof without any representations or warranties, expressed or implied, in fact or in law, by Lessor as to the nature, condition, fitness for a particular purpose or usability thereof, or as to the use or uses to which the Leased Premises may be put.

9. **Notices.** Any notices to be given by either party to the other shall be in writing and shall be given personally, or by certified United States mail, postage prepaid, return receipt requested, addressed to Lessor at \_\_\_\_\_, Tennessee \_\_\_\_\_, or to Lessee at \_\_\_\_\_, Tennessee \_\_\_\_\_, or at such other place as the party may notify the other in writing.

10. **Termination.** This Lease may be terminated by either party providing 30 days notice in writing to the address in Paragraph 9.

11. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto and any and all other agreements, written or oral, are merged herewith.

12. **Captions.** The captions contained in this Lease are for convenience only and do not in any way limit or amplify any terms or provisions hereof.

13. **Applicable Law.** This Lease shall be governed by the laws of the State of Tennessee.

14. **Amendment.** This Lease may be amended only by a writing signed by both parties hereto.

IN WITNESS WHEREOF, this Lease is hereby executed on the day and date first above written.

LESSOR:

\_\_\_\_\_  
Kristi Hall, Director of Schools  
Fentress County, Tennessee

LESSEE:

\_\_\_\_\_  
For \_\_\_\_\_





# Putnam County School System

1400 E. Spring Street  
Cookeville, TN 38506-4313  
Ph: (931) 526-9777 | Fax: (931) 528-6942  
www.pcsstn.com



Corby King  
Director of Schools

**ENGAGE INSPIRE ACHIEVE**

## Putnam County Board of Education Agenda Request

Name of Person Making Request: Tim Martin

Date: August 14, 2023

RE: Archery Club, Monterey High School


Account Funding Code (if appropriate)

Backup included

Backup to follow

Agenda Item for September 7, 2023, Board meeting:  
Consider approval to allow an Archery Club at Monterey High School.

  
\_\_\_\_\_  
Supervisor 8/14/23  
Date

  
\_\_\_\_\_  
Director of Schools Date

received  
08-14-23  
SK



## Putnam County School System

1400 E. Spring Street  
Cookeville, TN 38506-4313  
Ph: (931) 526-9777 | Fax: (931) 528-6942  
www.pcsstn.com

Corby King  
*Director of Schools*

**ENGAGE    *INSPIRE*    ACHIEVE**

August 14, 2023

Monterey High School has requested to start an Archery Club. The club will serve grades 7 – 12 and will be sponsored by Rachell Goodwin who is a certified archery instructor.

This is not a TSSAA sanctioned sport and this club will not be eligible to transition to a stipend paid sport unless archery becomes TSSAA sanctioned.

If approved, the club will be able to raise funds as a school organization to fund equipment and events.



*National Archery in the Schools Program*

**This Certificate is Presented To:**

**Rachell Goodwin**

BAI Number

**119236**

**For meeting the requirements of a NASP®**

**BASIC ARCHERY INSTRUCTOR**

Instructed By:

Kevin Lee

6/30/2023



Putnam County Board Of Education  
Agenda Request

Date: August 14, 2023

Department: Coordinated School Health/Student Services/Family Resources

Person Submitting: Trey Upchurch

Account Number (if appropriate) N/A

Check one:

Backup included

Backup to follow

Statement to be included in board agenda packet:

Approval of the contract between Putnam County Schools <sup>system for</sup> (Family Resources) and  
Cookeville Communications for advertising in the total amount of \$5,400.00  
(\$450.00 monthly) to be paid from ARP2.0 (sub fund 703) effective ~~for~~ the 2023-  
2024 school year.

*Trey Upchurch*  
Signature of Person Making Request

8-14-2023  
Date

*[Signature]*  
Signature of Director of Schools

\_\_\_\_\_  
Date

**received**  
08-16-23  
*[Signature]*



# PUTNAM COUNTY SCHOOL SYSTEM

ENGAGE INSPIRE ACHIEVE



- 12-month campaign to include radio commercials on 98.5 Kiss FM and Channel 192
- 4 :60 second radio commercials to run per week 6a-3p
- At least one appearance on Good Morning Cookeville
- Hub 192 Slide on both Twin Lakes and Spectrum TV
- Free production for both radio commercials and Channel 192 Slide

**Total Investment:**

\$450.00 per month

\$5,400.00 for 12 months

Approved Putnam County School System

Signature \_\_\_\_\_ Date: \_\_\_\_\_





# Putnam County Board of Education Agenda Request

Name of Person Making Request: Judy Schinbeckler

Department: Educator Support

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

Account Funding Code (if appropriate)

Backup included

Backup to follow

Consider approval of the following for the September 7, 2023 BOE meeting:

approval of a Partnership Agreement between Classroom Alternative Teacher Certification Program and the Putnam County School System effective 1-1-24 to 6-30-24 with the option to request renewal for an additional three years.



8-17-23

Signature of Person Making Request

Date



Signature of Director of Schools

Date

received  
08-17-23  
SN

## **MEMORANDUM OF UNDERSTANDING**

The purpose of this Memorandum of Understanding (this "MOU") is to form a partnership between Classroom Alternative Teacher Certification Program ("Classroom") and Putnam County Schools (the "Facility"), whereby the school community of the Facility will offer high-quality pre-service classroom placements to allow students enrolled in Classroom's Teacher Certification Program to participate in classroom experiences that are required for program graduation.

Effective Date: 8/15/2023

### **1. DEFINITIONS**

In this MOU:

"On-site Cooperating Teacher" means a teacher at the Facility's school who is in the Teacher Candidate's desired subject area and will be available for guidance and support for the Teacher Candidate participating in the Alternative Teaching License route.

"TCP" means Classroom's Teacher Certification Program, inclusive of both the online coursework and all pre-service classroom experiences.

"TCP Mentor" means the Classroom employee assigned to each cohort of teacher candidates who will instruct learners on all online content and who may be responsible for formal observations of Teacher Candidates during their clinical experiences.

"TCP Preparation Coordinator" means the Classroom employee who is located in Arizona and who will facilitate placements and act as the main point of contact for all matters between the Facility and Classroom that pertain to the Teacher Candidates' clinical experiences.

"Teacher Candidate" means any student that is enrolled in Classroom's Teacher Certification Program.

"Traditional Route" means that Teacher Candidates are placed in a classroom with a qualified teacher in their subject area for an unpaid student teaching experience in which they will be permitted to lead lessons for observation by Classroom staff.

### **2. DURATION**

The term of this MOU shall continue for six (6) years.

### **3. GENERAL TERMS**

- a. Classroom and the Facility will agree on a schedule for Teacher Candidate participation at the Facility, including formal and informal observations which

may involve TCP Mentors and other Classroom staff observing classrooms, virtually or in-person. Teacher Candidates participating in the Traditional Student Teacher Route will be under the supervision of a Facility employee – or Cooperating Teacher. The Teacher Candidate’s participation should complement the services and educational activities of the Facility.

- b. Each Teacher Candidate is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the Facility, including the established dress and performance standards.
- c. Either the Facility or Classroom may require dismissal or withdrawal from participation at the Facility of any Teacher Candidate whose performance record or conduct does not justify continuance.
- d. Neither the Facility nor Classroom is obligated to provide for a Teacher Candidate’s transportation to and from the Facility or for health insurance for a Teacher Candidate.
- e. The TCP Preparation Coordinator and the Facility will meet, in person or by telephone conference, at least once each semester to evaluate the quality of the Teacher Candidates’ clinical experiences and review this MOU.

#### **4. FACILITY’S OBLIGATIONS**

- a. The Facility will appoint for each Teacher Candidate participating in the Traditional Student Teaching Route, a Facility employee to act as Cooperating Teacher and to supervise such Teacher Candidate.
- b. The Facility will complete surveys administered by Classroom as part of Classroom’s continuous improvement strategy.
- c. The Facility is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance to cover any liability arising from the acts and omissions of the Facility’s employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of Classroom’s employees and agents. Teacher Candidates are not deemed to be employees or agents of the Facility solely by virtue of this MOU.
- d. Nothing in this MOU is intended to modify, impair, destroy or otherwise affect any common law or right to indemnity, or contribution that Classroom may have against the Facility by reason or any act or omission of the Facility or the Facility’s employees and agents.

#### **5. CLASSROOM’S OBLIGATIONS**

- a. Classroom will provide an administrative framework, including designating a TCP Preparation Coordinator, TCP Mentors, and other representatives to coordinate schedules, provide course information and objectives, and assist in guiding and supporting Teacher Candidates through their clinical placements.
- b. Classroom will be responsible for developing and carrying out procedures for Teacher Candidate selection and admission into TCP.

- c. Classroom will ensure that all Teacher Candidates who are placed in the Facility's schools will have an Identity Verified Prints (IVP) fingerprint clearance card. Classroom will provide a copy of the IVP card or the IVP number at the time of the request for a placement. Classroom will immediately remove any Teacher Candidate participating in the Traditional Student Teaching Route whose IVP card has become invalid.
- d. Classroom is responsible for the acts and omissions of Classroom employees and if applicable maintains insurance coverage through to cover liabilities arising from the acts and omissions of Classroom employees, teacher candidates, and agents participating under this MOU. Classroom is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents.

## **6. GENERAL TERMS**

- a. Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and non-discrimination, including the Americans with Disabilities Act.
- b. Conflict of Interest. The Facility's participation on this MOU is subject to Section 38-511 of the Arizona Revised Statutes, which provides that this MOU may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU on behalf of the Facility, respectively, is, at any time while this MOU, or any extensions thereof, is in effect, an employee or agent of the other party to this MOU in any capacity or a consultant to any other party with respect to the subject matter of this MOU.
- c. Classroom and the Facility recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. & 1232g). The Facility agrees to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and consent from Classroom or as otherwise provided by law. Classroom and the Facility recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. & 1232g). The Facility agrees to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and consent from Classroom or as otherwise provided by law.
- d. Representations Regarding Relationship and Use of Classroom Marks. Except as otherwise agreed in writing or if engaged with the Facility from a recruitment perspective, each of the parties acknowledges that its relationship with the other party is limited to the classroom placements contemplated herein. Neither party shall make any representations stating or implying that the parties engage in broader transactions or that it is otherwise associated with the other party without first obtaining express written permission from the other party. In addition, the Facility shall not

use any trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature owned or used by Classroom without prior written authorization by Classroom.

- e. E-Verify. To the extent applicable under Section 41-4401 of the Arizona Revised Statutes, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Section 23-214(a) of the Arizona Revised Statutes ARIZ. The parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this MOU and may result in the termination of this MOU by either party under the terms of this MOU. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other party's subcontractors who work under this MOU to ensure that the other party and its subcontractors are complying with the above-mentioned warranty.

**7. MISCELLANEOUS TERMS**

- a. The parties may review or modify this MOU only by a written amendment signed by both parties.
- b. Any notice to the parties shall be in writing and delivered by a regular or certified mail, and addressed to the following contacts:

**TO FACILITY:**

Superintendent (or designee)  
Putnam County Schools  
1400 East Spring St.  
Cookeville, TN 38506

**TO CLASSROOM:**

MR. RENE FREY, President  
324-171 E. Liberty  
Toronto, M8W1X9, Canada

Executed by Classroom



Authorized Signatory

Rene Frey, President

Print Name and Title

8/15/2023

Date

Executed by Putnam County Schools

Authorized Signatory

Kim Cravens, Board Chair

Print Name and Title

09-07-23

Date

---

## Fwd: Clinical Placement

12 messages

---

Wood, Diana <dwood@pcsstn.com>

Mon, Jun 12, 2023 at 2:11 PM

To: Judy Schinbeckler <schinbecklej@pcsstn.com>

Is this something you should coordinate? I saw your other email about placements!  
I'm glad to help find her a place - just let me know!

Diana

Diana Wood, Ed.D.

PreK-4th Curriculum & Instruction Supervisor

Putnam County Schools

1400 E. Spring St.

Cookeville, TN 38501

931-526-9777 phone

931-372-2368 fax

dwood@pcsstn.com

**How wonderful it is that nobody need wait a single moment before starting to improve the world.**

-Anne

Frank



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

From: **Brasseur, Taylor** <taylor.brasseur@pcsstn.com>

Date: Tue, Jun 6, 2023 at 12:13 PM

Subject: Re: Clinical Placement

To: Wood, Diana <dwood@pcsstn.com>

Hello,

I'm currently a substitute teacher with Putnam County Schools. I'm looking to start working in the schools in Monterey when school starts again in August.

Best regards,

Taylor Brasseur

On Tue, Jun 6, 2023, 12:29 PM Wood, Diana <dwood@pcsstn.com> wrote:

Taylor,

Angie Knight forwarded your message to me about your placement for clinical hours. Do you currently work in Putnam County Schools?

Just wanting to get a little more information.

Thank you,

Diana Wood, Ed.D.

PreK-4th Curriculum & Instruction Supervisor

Putnam County Schools

1400 E. Spring St.

Cookeville, TN 38501

931-526-9777 phone

931-372-2368 fax

dwood@pcsstn.com

**How wonderful it is that nobody need wait a single moment before starting to improve the world.**

-Anne

Frank



On Wed, May 24, 2023 at 8:24 AM Knight, Angela <[angela.knight@pcsstn.com](mailto:angela.knight@pcsstn.com)> wrote:  
I think this belongs to you, but not sure

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

From: **Brasseur, Taylor** <[taylor.brasseur@pcsstn.com](mailto:taylor.brasseur@pcsstn.com)>  
Date: Tue, May 23, 2023 at 4:55 PM  
Subject: Re: Clinical Placement  
To: Knight, Angela <[angela.knight@pcsstn.com](mailto:angela.knight@pcsstn.com)>

I'm going to be enrolled in an online program supported and certified by the State of Arizona called Classroom. And yes it would be like a student teaching placement. I need to complete 450 hours with a teacher that has the same qualifications as my course track, Elementary K-8. I would need to get permission from the school I would do my placement at and then notify my program coordinator so they can determine if the school fits their requirements.

Thanks!

On Tue, May 23, 2023, 3:38 PM Knight, Angela <[angela.knight@pcsstn.com](mailto:angela.knight@pcsstn.com)> wrote:  
What school are you enrolled in?  
What kind of clinical placement? Do you mean student teaching placement?

--  
Angie Knight  
HR Director  
Putnam County Schools  
1400 E. Spring Street  
Cookeville, TN 38506  
[angela.knight@pcsstn.com](mailto:angela.knight@pcsstn.com)  
931-526-9777  
931-526-7962 (fax)



--  
Angie Knight  
HR Director  
Putnam County Schools  
1400 E. Spring Street  
Cookeville, TN 38506  
[angela.knight@pcsstn.com](mailto:angela.knight@pcsstn.com)  
931-526-9777  
931-526-7962 (fax)

Mon, Jun 12, 2023 at 2:46 PM

Schinbeckler, Judy <[schinbecklej@pcsstn.com](mailto:schinbecklej@pcsstn.com)>

To: Taylor Brasseur <[taylor.brasseur@pcsstn.com](mailto:taylor.brasseur@pcsstn.com)>, "Wood, Diana" <[dwood@pcsstn.com](mailto:dwood@pcsstn.com)>

Good afternoon Taylor!

Your email has travelled to a few different people in our district I see. LOL  
It has finally landed on my desk. I am the supervisor who handles clinical placements within the district.

Before we could approve the placement for you, we would have to have someone at your program (Classroom) email us an MOU agreement that I would have to submit for board approval. Once that is done, I can work with your program to schedule a placement for you. I am attaching the TDOE MOU agreement that your program can complete and submit to us. Please forward this to them. Since you are currently a PCSSTN employee, we will not have to worry about the fingerprinting and background check since that should already be completed.

I will be looking for an email from your program with the completed MOU and get it on the school board agenda as soon as I can.

If you have any questions, just let me know.

Respectfully,  
Judy Schinbeckler

Judy Schinbeckler  
Office of Educator Support  
PD/Licensure Supervisor



Putnam County Schools  
Cookeville, TN 38501  
[schinbecklej@pcsstn.com](mailto:schinbecklej@pcsstn.com)  
931-526-9770, ext. 1446

[Quoted text hidden]

2022 PPA\_Fillable\_revised 3-30-22.pdf  
295K

Mon, Jun 12, 2023 at 5:50 PM

Brasseur, Taylor <[taylor.brasseur@pcsstn.com](mailto:taylor.brasseur@pcsstn.com)>

To: "Schinbeckler, Judy" <[schinbecklej@pcsstn.com](mailto:schinbecklej@pcsstn.com)>

Good afternoon,

Thank you so much for helping me out with this clinical placement request. I'll send the form to my advisor and tell her your instructions to send back. I really appreciate the help!

Best regards,

Taylor Brasseur  
[Quoted text hidden]

---

**Brasseur, Taylor** <taylor.brasseur@pcsstn.com>  
To: "Schinbeckler, Judy" <schinbecklej@pcsstn.com>

Tue, Jun 13, 2023 at 5:05 PM

Hi Judy,

I reached out to my program advisor and this is what she said: "In case you plan on completing clinical placement concurrently, you are required to complete at least the first Module prior to starting your clinical placement. Please reach out to our Arizona TCP Preparation Coordinator, Cathy at [cathy@kclassroom.com](mailto:cathy@kclassroom.com) once you have done this. As the July cohort begins on July 13th, it would be around mid August when you complete module 1." Given what she said, is it okay to reach back out in August about this? Thanks!

Best regards,

Taylor Brasseur

On Mon, Jun 12, 2023, 2:46 PM Schinbeckler, Judy <schinbecklej@pcsstn.com> wrote:  
[Quoted text hidden]

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**Schinbeckler, Judy** <schinbecklej@pcsstn.com>  
To: "Brasseur, Taylor" <taylor.brasseur@pcsstn.com>

Fri, Jun 16, 2023 at 1:26 PM

I dont recommend waiting until you complete the module to begin our process for a partnership agreement if you are wanting to begin your clinical placement as soon as you complete the module. The process to obtain a school board approved MOU agreement with a university can take 4-6 weeks. I am fine waiting if this is what your school recommends, however, please be aware that you would not be able to begin any type of clinical experience until we have the approved signed partnership agreement.

Judy

Judy Schinbeckler  
Office of Educator Support  
PD/Licensure Supervisor



Putnam County Schools  
Cookeville, TN 38501  
[schinbecklej@pcsstn.com](mailto:schinbecklej@pcsstn.com)  
931-526-9770, ext. 1446

[Quoted text hidden]

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**Brasseur, Taylor** <taylor.brasseur@pcsstn.com>  
To: "Schinbeckler, Judy" <schinbecklej@pcsstn.com>

Fri, Jun 16, 2023 at 1:30 PM

Hello,

I am fine with waiting that 4-6 weeks after the module to start my placement. I can substitute during that period. Is this okay for me to do?

Best regards,

Taylor Brasseur  
[Quoted text hidden]

Fri, Jun 16, 2023 at 1:35 PM

**Schinbeckler, Judy** <schinbecklej@pcsstn.com>  
To: "Brasseur, Taylor" <taylor.brasseur@pcsstn.com>

Taylor,

I have been researching the Classroom program and I just want to make sure that you have reached out to TDOE to make sure that this license will have reciprocity with TN. It is not listed as one of the 8 states that has full reciprocity. I am concerned that this program will not earn you a TN teaching license if this is where you wish to teach. I just dont want you to spend a lot of time or money on a program that will not work in our state. Just wanted to be sure that you have confirmed with TDOE that you can get a TN teaching license with this Classroom certification.

Judy S.

Judy Schinbeckler  
Office of Educator Support  
PD/Licensure Supervisor



Putnam County Schools  
Cookeville, TN 38501  
[schinbecklej@pcsstn.com](mailto:schinbecklej@pcsstn.com)  
931-526-9770, ext. 1446

On Tue, Jun 13, 2023 at 5:06 PM Brasseur, Taylor <taylor.brasseur@pcsstn.com> wrote:  
[Quoted text hidden]

**Schinbeckler, Judy** <schinbecklej@pcsstn.com>  
To: "Brasseur, Taylor" <taylor.brasseur@pcsstn.com>

Fri, Jun 16, 2023 at 3:54 PM

Yes, that will be fine to sub until you begin your placement.

Judy

Judy Schinbeckler  
Office of Educator Support  
PD/Licensure Supervisor



Putnam County Schools  
Cookeville, TN 38501  
[schinbecklej@pcsstn.com](mailto:schinbecklej@pcsstn.com)  
931-526-9770, ext. 1446

[Quoted text hidden]

**Brasseur, Taylor** <taylor.brasseur@pcsstn.com>  
To: "Schinbeckler, Judy" <schinbecklej@pcsstn.com>

Fri, Jun 16, 2023 at 4:15 PM

The Classroom program is run through the state of Arizona so I will have a teaching license from Arizona once I complete the program. I just looked up the reciprocity between Tennessee and Arizona and I believe I should be good to go.

Best regards,

Taylor Brasseur  
[Quoted text hidden]

**Brasseur, Taylor** <taylor.brasseur@pcsstn.com>  
To: "Schinbeckler, Judy" <schinbecklej@pcsstn.com>

Mon, Aug 7, 2023 at 2:27 PM

Hello,

I just finished my first module of my course but I have decided to put off doing my placement until spring of 2024. I've realized my courseload is too heavy to balance both my class and placement at the same time. I know you said you need that document filled out and returned to you in order to send me to the board for approval. Is it possible to get me approved for placement now and start my placement next spring or do we need to wait until January of next year to get approval? Thank you!

Best regards,

Taylor Brasseur  
[Quoted text hidden]

**Schinbeckler, Judy** <schinbecklej@pcsstn.com>  
To: "Brasseur, Taylor" <taylor.brasseur@pcsstn.com>

Mon, Aug 7, 2023 at 3:01 PM

Taylor, we can go ahead and get it approved now. Just have someone at your program complete that form and email it back to me. Then, I can submit it to the board for approval.

Judy S.

Judy Schinbeckler  
Office of Educator Support  
PD/Licensure Supervisor



Putnam County Schools  
Cookeville, TN 38501  
[schinbecklej@pcsstn.com](mailto:schinbecklej@pcsstn.com)  
931-526-9770, ext. 1446

[Quoted text hidden]

**Brasseur, Taylor** <taylor.brasseur@pcsstn.com>  
To: "Schinbeckler, Judy" <schinbecklej@pcsstn.com>

Mon, Aug 7, 2023 at 4:23 PM

Perfect, thanks! I'll send it over to them now.

Best regards,

Taylor Brasseur  
[Quoted text hidden]

---

**MOU agreement from Classroom re: Taylor Brasseur**

3 messages

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**Cathy Freericks** <cathy@classroom.com>  
To: "schinbecklej@pcsstn.com" <schinbecklej@pcsstn.com>  
Cc: Taylor Brasseur <taylor.brasseur@pcsstn.com>

Tue, Aug 15, 2023 at 10:01 AM

Judy-

As requested, I have attached an MOU agreement between Putnam County Schools and Classroom Alternative Certification Program for your review. Do you also need the "Primary Partnership Agreement" completed?

I look forward to working with you.

Best,

Cathy

**classroom****Catherine Freericks, Ed.D.**

Teacher Preparation Coordinator

Classroom Alternative Certification Program

+1 480-529-9898

[cathy@classroom.com](mailto:cathy@classroom.com)

Scottsdale, AZ 85254

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 **Putnam County Schools and Classroom MOU.docx**  
154K

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**Schinbeckler, Judy** <schinbecklej@pcsstn.com>  
To: Cathy Freericks <cathy@classroom.com>  
Cc: Taylor Brasseur <taylor.brasseur@pcsstn.com>

Wed, Aug 16, 2023 at 3:27 PM

This should suffice for our needs. I am going to submit it for school board approval in our district. This may take several weeks depending on the date of our next board meeting. As soon as I have an approved, signed copy of the MOU, I will email a copy to you for your records. At that time, I can also schedule a placement for Taylor.

Respectfully,  
Judy Schinbeckler

Judy Schinbeckler  
Office of Educator Support  
PD/Licensure Supervisor



Putnam County Schools  
Cookeville, TN 38501  
[schinbecklej@pcsstn.com](mailto:schinbecklej@pcsstn.com)  
931-526-9770, ext. 1446

[Quoted text hidden]

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**Cathy Freericks** <cathy@kclassroom.com>  
To: "Schinbeckler, Judy" <schinbecklej@pcsstn.com>

Wed, Aug 16, 2023 at 5:13 PM

Thank you so much. She is looking for something after the winter holiday.

[Quoted text hidden]



DEPARTMENT OF EDUCATION  
PUTNAM COUNTY  
SCHOOL NUTRITION PROGRAM

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

Putnam County Board of Education  
Agenda Request

Name of Person Making Request: Jennifer Mitchell

Department: School Nutrition

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

Account Funding Code (if appropriate): 143-73100-399

Backup included  
 Backup to follow

The School Nutrition Program requests the following:

- Approval to enter into an agreement with Music City Environmental-Nashville, TN, for removal of both the used cooking oil from grease barrels (at no charge) and the cooking oil from the grease traps in the amount of \$0.28/gallon to be paid from 143-73100-399.

Jennifer Mitchell, SNP Supervisor

8/15/23

Signature of Person Making Request

Date

Signature of Director of Schools

Date

received  
08-18-23 SK

# CUSTOMER INFORMATION & SERVICE AGREEMENT

AGREEMENT NUMBER  
**Music City**  
 Environmental  
 CC04072023.2

ACCOUNT NUMBER  
 1629 Elm Hill Pike  
 Nashville, TN 87210  
 (615) 399-8400

E-MAIL [stacy.bradford@pcsstn.com](mailto:stacy.bradford@pcsstn.com)

SERVICE LOCATION	
SITE NAME	Putnam County Schools
ADDRESS	16 schools
CITY	Putnam County
STATE	
PHONE	
FAX	
TITLE	
BY:	
TITLE	
CONTACT	

INVOICE TO	
CUSTOMER NAME	Putnam County Schools
ATTN:	Stacy Bradford
ADDRESS	1400 E Spring St
CITY	Cookeville, TN 38506
STATE	
PHONE	931-526-9777
FAX	

CONT. TYPE	SIZE	QUANTITY	INSIDE	OUTSIDE	SVC FREQUENCY	OPEN/CLOSE DATE	LOB	SERVICE CHARGE	OTHER CHARGES
P.South	3000	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$840/service)
Sycamore	1000	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$280/service)
Jere Whit	1000	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$280/service)
Algood E	2500	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$700/service)
Algood M	1800	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$504/service)
CVHS	3000	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$840/service)
NE Elan	1000	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$280/service)
Upper HS	1200	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$336/service)
Park Elan	1800	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$504/service)
Cane Creek	1200	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$336/service)
Capshaw	3000	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$840/service)

BY: **Music City Environmental** X BY: **Kim Cravens, Board Chair**  
 AUTHORIZED SIGNATURE: **Putnam Co Schools, School Nutrition**  
 CUSTOMER NAME (PLEASE PRINT)  
 TITLE: **Kim Cravens, Board Chair**  
 DATE OF AGREEMENT

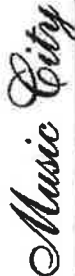
AUTHORIZED SIGNATURE COMMENTS FOR OFFICE USE ONLY	TERMS AND CONDITIONS <p>SERVICES. Customer grants to VADCO, INC. DBA MUSIC CITY PROCESSING (the "Company") the exclusive right to collect and dispose of all of the Customer's non-hazardous liquid waste materials (collectively, "Waste Materials"), and Company agrees to furnish such services.</p> <p><b>TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 12 MONTHS WITH AN OPTION TO RENEW FOR ANOTHER TWELVE MONTHS GRANTED TO THE PUTNAM COUNTY BOARD OF EDUCATION AT THE SAME RATES.</b></p> <p><b>WASTE MATERIALS.</b> The Waste Materials shall not contain any hazardous materials, waste or substances; contaminants; pollutants; infectious waste; medical waste; radioactive waste; or other waste materials not acceptable at Company's processing facility (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs, expert witness, and reasonable attorneys' fees) (collectively, "Losses") arising out of or in any way related to the inclusion of Excluded Waste in the Waste Materials.</p> <p>TITLE. Company shall acquire title to Waste Materials when removed by company from the service location. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. Company may rely on Customer's obligations hereunder with respect to Excluded Wastes and shall be under no independent duty or obligation to inspect Customer's Waste Material for presence of Excluded Wastes.</p> <p>(SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS)</p>
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# CUSTOMER INFORMATION & SERVICE AGREEMENT

**AGREEMENT NUMBER** CC040720232

**ACCOUNT NUMBER**

**E-MAIL** stacy.bradford@pcssstn.com



**Environmental**  
 1629 Elm Hill Pike  
 Nashville, TN 87210  
 (615) 399-8400

<b>SERVICE LOCATION</b>	
<b>SITE NAME</b>	Putnam County Schools
<b>ADDRESS</b>	16 schools
<b>CITY STATE</b>	Putnam County
<b>PHONE</b>	
<b>FAX</b>	
<b>TITLE</b>	
<b>BY:</b>	
<b>CONTACT</b>	

<b>INVOICE TO</b>	
<b>CUSTOMER NAME</b>	Putnam County Schools
<b>ATTN:</b>	Stacy Bradford
<b>ADDRESS</b>	1400 E Spring St
<b>CITY STATE</b>	Cookeville, TN 38506
<b>PHONE</b>	931-526-9777
<b>FAX</b>	

CONT. TYPE	SIZE	QUANTITY	INSIDE	OUTSIDE	SVC FREQUENCY	OPEN/CLOSE DATE	LOB	SERVICE CHARGE	OTHER CHARGES
Burks Mid	1500	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$420/service)
Mont HS	3600	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$1,008/service)
Upper Elem	4000	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$1,120/service)
Corner Elem	1000	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$280/service)
Baxter Prim	1500	1	N	Y	Quarterly	Upon Signature	LB	\$0.28/gal	(Or \$420/service)

**BY:** Music City Environmental **TITLE:** \_\_\_\_\_

**BY:** X **TITLE:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** Putnam Co Schools School Nutrition **TITLE:** \_\_\_\_\_

**CUSTOMER NAME (PLEASE PRINT):** \_\_\_\_\_ **DATE OF AGREEMENT:** \_\_\_\_\_

<b>COMMENTS</b>	<b>TERMS AND CONDITIONS</b>
<p><b>FOR OFFICE USE ONLY</b></p>	<p><b>SERVICES.</b> Customer grants to VADCO, INC. DBA MUSIC CITY PROCESSING (the "Company") the exclusive right to collect and dispose of all of the Customer's non-hazardous liquid waste materials (collectively, "Waste Materials"), and Company agrees to furnish such services.</p> <p><b>TERM.</b> THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 12 MONTHS WITH AN OPTION TO RENEW FOR ANOTHER TWELVE MONTHS GRANTED TO THE PUTNAM COUNTY BOARD OF EDUCATION AT THE SAME RATES.</p> <p><b>WASTE MATERIALS.</b> The Waste Materials shall not contain any hazardous materials, waste or substances; contaminants; pollutants; infectious waste; medical wastes; radioactive waste; or other waste materials not acceptable at Company's processing facility (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs, expert witness, and reasonable attorneys' fees) (collectively, "Losses") arising out of or in any way related to the inclusion of Excluded Waste in the Waste Materials.</p> <p><b>TITLE.</b> Company shall acquire title to Waste Materials when removed by company from the service location. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. Company may rely on Customer's obligations hereunder with respect to Excluded Wastes and shall be under no independent duty or obligation to inspect Customer's Waste Material for presence of Excluded Wastes.</p>

(SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS)

## TERMS AND CONDITIONS (Continued from other side)

**PAYMENT.** Customer shall pay the Company for the services and equipment furnished by the Company at the rates agreed upon in advance by the Putnam County Board of Education and the Company. Payment should be made within sixty (60) days of invoices submitted. There shall be no change in the rates or compensation without the mutual agreement of both the Company and the Putnam County Board of Education.

**SERVICE CHANGES.** The parties may change the type, size and amount of equipment and the type of frequency of service and correspondingly the amount of the charges can only be modified by a mutual agreement between the Putnam County Board of Education and the Company.

**RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment Company furnishes shall remain Company's property. The Putnam County Board of Education shall provide safe unobstructed access to the equipment on the scheduled collection day. Personnel at the Putnam County Board of Education shall use the equipment only for its proper and intended purpose and shall not overload by weight or volume, move or alter the equipment. Company may charge an additional fee for any additional collection service required by the Putnam County Board of Education's failure to provide access.

**SUSPENSION.** The Company may not suspend its services without giving the Putnam County Board of Education sixty (60) days' notice in writing.

**TERMINATION.** This Agreement may not be terminated early without the express mutual agreement of both parties. If this agreement is terminated, the Putnam County Board of Education is only responsible for any invoices outstanding, not any future payments.

**ASSIGNMENT.** Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

**EXCUSED PERFORMANCE.** Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

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

CUSTOMER'S INITIAL: \_\_\_\_\_

DATE: \_\_\_\_\_

# CUSTOMER INFORMATION & SERVICE AGREEMENT

AGREEMENT NUMBER  
CC04072023.2

**Music City**  
Environmental

ACCOUNT NUMBER  
1629 Elm Hill Pike  
Nashville, TN 87210  
(615) 399-8400

E-MAIL

SERVICE LOCATION	
SITE NAME	Putnam County Schools
ADDRESS	16 schools
CITY	Putnam County
STATE	
PHONE	FAX
AUT. BY:	TITLE:
CONTACT	TITLE

INVOICE TO	
CUSTOMER NAME	Putnam County Schools
ATTN:	Stacy Bradford
ADDRESS	1400 E Spring St
CITY	Cookeville, TN 38506
STATE	
PHONE	931-526-9777
FAX	

CONT. TYPE	SIZE	QUANTITY	INSIDE	OUTSIDE	SVC FREQUENCY	OPEN/CLOSE DATE	LOB	SERVICE CHARGE	OTHER CHARGES
P. South	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	*MCE will provide all bins at no charge.
Sycamore	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	
Jerre Whit	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	
Algood E	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	
Algood M	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	
CVHS	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	
NE Elem	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	
Upper HS	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	
Park Elem	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	
Cane Creek	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	
Capshaw	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	

Music City Environmental

X BY:

AUTHORIZED SIGNATURE

PutnamCoSchools, School Nutrition

TITLE *Kim Cravens, Board Chair*

DATE OF AGREEMENT

TITLE

BY:

AUTHORIZED SIGNATURE

TERMS AND CONDITIONS

SERVICES. Customer grants to VADCO, INC. DBA MUSIC CITY PROCESSING (the "Company") the exclusive right to collect and dispose of all of the Customer's non-hazardous liquid waste materials (collectively, "Waste Materials"), and Company agrees to furnish such services.

**Place 55 gal drums at each locations.**

**TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 12 MONTHS WITH AN OPTION TO RENEW FOR ANOTHER TWELVE MONTHS GRANTED TO THE PUTNAM COUNTY BOARD OF EDUCATION AT THE SAME RATES.**

FOR OFFICE USE ONLY

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, waste or substances; contaminants; pollutants; infectious waste; medical wastes; radioactive waste; or other waste materials not acceptable at Company's processing facility (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs, expert witness, and reasonable attorneys' fees) (collectively, "Losses") arising out of or in any way related to the inclusion of Excluded Waste in the Waste Materials.

**TITLE.** Company shall acquire title to Waste Materials when removed by company from the service location. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. Company may rely on Customer's obligations hereunder with respect to Excluded Wastes and shall be under no independent duty or obligation to inspect Customer's Waste Material for presence of Excluded Wastes.

(SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS)

# CUSTOMER INFORMATION & SERVICE AGREEMENT

SERVICE LOCATION	
SITE NAME	Putnam County Schools
ADDRESS	16 schools
CITY STATE	Putnam County
PHONE	FAX
AUTHORIZED BY:	TITLE
CONTACT	TITLE

INVOICE TO	
CUSTOMER NAME	Putnam County Schools
ATTN:	Stacy Bradford
ADDRESS	1400 E Spring St
CITY STATE	Cookeville, TN 38506
PHONE	931-526-9777
FAX	

**Music City Environmental**

1629 Elm Hill Pike  
Nashville, TN 87210  
(615) 399-8400

AGREEMENT NUMBER  
CC04072023.2

ACCOUNT NUMBER

E-MAIL

CONT. TYPE	SIZE	QUANTITY	INSIDE	OUTSIDE	SVC FREQUENCY	OPEN/CLOSE DATE	LOB	SERVICE CHARGE	OTHER CHARGES
Burks Mid	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	*MCE will provide all bins at no charge.
Mont HS	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	
Upper Mid	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	
Corner Elem	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	
Baxter Prim	55	1	N	Y	Monthly	Upon Signature	UCO	No Charge	

Music City Environmental

X BY:

AUTHORIZED SIGNATURE

*Putnam Co Schools, School Nutrition*

TITLE

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

BY:

TITLE

AUTHORIZED SIGNATURE

TERMS AND CONDITIONS

COMMENTS

**SERVICES.** Customer grants to YADCO, INC. DBA MUSIC CITY PROCESSING (the "Company") the exclusive right to collect and dispose of all of the Customer's non-hazardous liquid waste materials (collectively, "Waste Materials"), and Company agrees to furnish such services.

**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 24 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 24 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, waste or substances; contaminants; pollutants; infectious waste; medical wastes; radioactive waste; or other waste materials not acceptable at Company's processing facility (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs, expert witness, and reasonable attorneys' fees) (collectively, "Losses") arising out of or in any way related to the inclusion of Excluded Waste in the Waste Materials.

**TITLE.** Company shall acquire title to Waste Materials when removed by company from the service location. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. Company may rely on Customer's obligations hereunder with respect to Excluded Wastes and shall be under no independent duty or obligation to inspect Customer's Waste Material for presence of Excluded Wastes.

(SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS)

## TERMS AND CONDITIONS (Continued from other side)

**PAYMENT.** Customer shall pay the Company for the services and equipment furnished by the Company at the rates agreed upon in advance by the Putnam County Board of Education and the Company. Payment should be made within sixty (60) days of invoices submitted. There shall be no change in the rates or compensation without the mutual agreement of both the Company and the Putnam County Board of Education.

**SERVICE CHANGES.** The parties may change the type, size and amount of equipment and the type of frequency of service and correspondingly the amount of the charges can only be modified by a mutual agreement between the Putnam County Board of Education and the Company.

**RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment Company furnishes shall remain Company's property. The Putnam County Board of Education shall provide safe unobstructed access to the equipment on the scheduled collection day. Personnel at the Putnam County Board of Education shall use the equipment only for its proper and intended purpose and shall not overload by weight or volume, move or alter the equipment. Company may charge an additional fee for any additional collection service required by the Putnam County Board of Education's failure to provide access.

**SUSPENSION.** The Company may not suspend its services without giving the Putnam County Board of Education sixty (60) days' notice in writing.

**TERMINATION.** This Agreement may not be terminated early without the express mutual agreement of both parties. If this agreement is terminated, the Putnam County Board of Education is only responsible for any invoices outstanding, not any future payments.

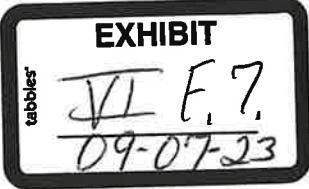
**ASSIGNMENT.** Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

**EXCUSED PERFORMANCE.** Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

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

CUSTOMER'S INITIAL: \_\_\_\_\_

DATE: \_\_\_\_\_



Board Agenda Request  
For September 7, 2023 Meeting

Date 08/24/23

Department CTE

Person Submitting Jaclyn Vester

Account Number (if appropriate) N/A

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Approval for the request to apply for the Ford Trucks 96th National FFA  
Convention Travel Chapter Assistance program.

received  
08-24-23



**FFA 96th  
National  
Convention  
Travel Chapter  
Assistance  
Request Form  
#FFA23**

Form Closes September 11, 2023

National FFA and Ford Trucks recognizes that chapters across the country struggle with identifying funding sources to assist in travel to the 96th National FFA Convention & Expo. Ford Trucks wants to help remove barriers and support FFA members .

The purpose of the Convention Travel Chapter Assistance is to provide FFA chapters with an opportunity to receive \$1,000 in funding to help subsidize the cost of attending the 96th National FFA Convention & Expo with travel, lodging, meals, ticketed events, and registration.

- All FFA chapters are encouraged to apply. Priority will be given to chapters: Whose school districts have high free and reduced lunch rates. That have a diverse membership. Who are first time attendees or 5 years or more since attending.
- Twenty-five chapters will be selected to receive the travel assistance.

FFA Advisors Name \*

First Name

Last Name

**FFA Advisors Email \***

example@example.com

**FFA Advisors Cell Phone \***

Please enter a valid phone number.

**FFA Chapter  
Name**

**FFA Chapter  
Number**

**Total Number  
of FFA  
members in  
Chapter**

**Total Number  
of FFA advisors**

**Chapter Type: \***

**What is your chapter's School Free & Reduced Lunch Rate? \***

Percentage %

**FFA Chapter Mailing Address \***

Street Address

Street Address Line 2

City

State

Zip Code

**Is this the first time your FFA Chapter will attend National FFA Convention? & Expo? \***

**How many members do you anticipate bringing to the National FFA Convention & Expo? \***

**If awarded these funds would you be supporting members already planning to come or expand the number of members attending? \***

**Is your FFA Chapter or FFA Member participating in any events or awards? \***

**How to anticipate traveling to National FFA Convention? \***

Please Select

**What would it mean for your chapter to receive this funding? \***

Type here...

0/50

**By clicking the submit button, if awarded the funding I agree to all the terms & conditions.**

I understand that the funds may only be used for National FFA Convention & Expo travel lodging, meals, ticketed events, and registration.  
Should our FFA chapter receive funding, chapter members/advisor(s) must stop by the Ford Booth #2640 on the Expo Floor to take a selfie and post with the hashtag #FFA23 and a Ford specific hashtag.  
Should our FFA chapter receive funding, the chapter will provide a thank you note to

FFA chapter who receive funding, chapter members/advisor(s) must stop by the Ford Booth #2640 on the Expo Floor to take a selfie and post with the hashtag #FFA23 and a Ford specific hashtag. Must also send pictures to [scholarships@ffa.org](mailto:scholarships@ffa.org)

**FFA Advisor Signature \***

Clear



### PCSS Board Agenda Request

Date 8/11/23

Department \_\_\_\_\_

Person Submitting Dr. Bubba Winningham

Account Number (if appropriate) \_\_\_\_\_

Check one:

Backup included

Backup to follow

A handwritten signature in black ink, followed by the date "8/11/23" written in black ink.

Statement to be included in Board Agenda Packet:

Consider the approval of Prescott South Middle School, Upperman Middle School and Algood Middle School's academic team to be moved to a supplemental position. All 3 schools mentioned above have had academic teams for 3 or more years indicating a good faith effort to follow PCSS protocol in seeking to obtain a supplement.

**received**  
08-11-23  
84



Winningham, Chris <cwinningham1@pcsstn.com>

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## MS Academic Teams

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Winningham, Chris <cwinningham1@pcsstn.com>

Fri, Aug 11, 2023 at 9:14 AM

To: Alma Anderson <andersona1@pcsstn.com>, Russell Darley <russell.darley@pcsstn.com>, "Brooks, Tera" <brookst3@pcsstn.com>, Jessica Etheredge <jessica.etheredge@pcsstn.com>, "Matlock, Joseph" <joseph.matlock@pcsstn.com>, Ben Herron <herronb1@pcsstn.com>, Justin Campbell <justin.campbell@pcsstn.com>, "Williams, Dustin" <dwilliams@pcsstn.com>  
Cc: "Martin, Tim" <martint3@pcsstn.com>

All,

This is concerning your academic teams. Right now, ATMS is the only school's academic team offering a PCSS-approved stipend which is \$1,200 base. From my understanding, the other teams have been offered through LEAPS/21st. Since we are not able to do that anymore, we will pick that up starting this year (2023-2024). **Please reply back to this email stating you have had an academic team for 3 years and have been sustained for that time and you want to continue this.** Once I receive your email I will send it to Mr. Martin for approval.

Once it is approved by Mr. Martin, you will have a new supplement stipend form sent to you to have your sponsor/coach fill out just like other sports and extracurricular activities.

If you do not have a program that has been sustained for 3 years but want to include the program for a stipend after the 3rd year, you will submit a request for a stipend at the end of this year. (Ex. this is the beginning of the 3rd year, so toward the end of this year, you will request one for 2024-2025 by emailing me the request).

Thanks,

**Bubba Winningham, Ed.D**  
**5-12 Instructional Supervisor**  
**Putnam County Schools**  
**931-526-9777**  
[cwinningham1@pcsstn.com](mailto:cwinningham1@pcsstn.com)





Winningham, Chris <cwinningham1@pcsstn.com>

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## MS Academic Teams

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Etheredge, Jessica <jessica.etheredge@pcsstn.com>  
To: "Winningham, Chris" <cwinningham1@pcsstn.com>

Fri, Aug 11, 2023 at 11:10 AM

Yes, this will be our 4th year with an academic team. Jamie Allison is our sponsor.

[Quoted text hidden]



Winningham, Chris <cwinningham1@pcsstn.com>

---

## MS Academic Teams

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Darley, Russell <russell.darley@pcsstn.com>  
To: "Winningham, Chris" <cwinningham1@pcsstn.com>

Fri, Aug 11, 2023 at 11:12 AM

AMS has had an Academic Team for 4 years and Kaitlyn Eastin will be the coach this year.

Rusty Darley Ed.S  
Principal  
Algood Middle School  
(931) 537-6141



On Fri, Aug 11, 2023 at 9:15AM Winningham, Chris <cwinningham1@pcsstn.com> wrote:  
[Quoted text hidden]



Winningham, Chris <cwinningham1@pcsstn.com>

---

## MS Academic Teams

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Brooks, Tera <brookst3@pcsstn.com>  
To: "Winningham, Chris" <cwinningham1@pcsstn.com>

Fri, Aug 11, 2023 at 12:29 PM

**PSMS has had an academic team for 3 years and Ms. Amy Baggett is the sponsor who we would like to receive the stipend.**

### **Tera Brooks**

[Quoted text hidden]

--

[Quoted text hidden]

EXHIBIT  
VI F. 9.  
09-07-23

# Upperman High School

Nashville Hwy. Baxter, Tennessee 38544  
(931)858-3112 Fax (931)858-4641  
www.uppermanbees.com



August 8, 2023

To Whom It May Concern,

Upperman High School has made a good faith effort to follow protocol in seeking and obtaining qualified coaches for all positions. Per recommendations of the Putnam County School Board, we are seeking approval for the following Upperman staff members to receive additional supplements.

**Renee Craig** (Yearbook, Newspaper Advisor, Drama)

**Austyn McWilliams** (Boys Head Golf Coach, Girls Asst. Golf Coach, Boys Assistant Basketball Coach)

Respectfully submitted,

*Stephen W. Robbins*  
Mr. Stephen Robbins

Principal

Upperman High School

6950 Nashville Hwy, Baxter, TN 38544

(931) 858-3112

received  
08-09-23  
*SK*

## Coaching and Academic Supplement Guidelines

2023-2024

- All coaching and academic supplements funded by the Board of Education must be approved by position each academic year and integrated into the General Purpose School Budget (fund 141). A total supplemental cap must also be approved each academic year by the Board of Education.
- No person may sponsor more than two (2) supplemented positions unless recommended by the Principal and approved by the Director of Schools. **The absolute maximum number of supplemented positions one individual may sponsor is three (3).**
- The amount of total supplements allocated to one individual **may not exceed \$11,100** (updated for 2023-2024).
- The Director of Schools shall inform the Board of all individuals that are receiving three (3) supplements and how long those individuals have received the supplements.
- Before one individual is recommended for three (3) supplements a school-wide search must be conducted by the Principal to determine there are no other interested, qualified school faculty members willing to sponsor the particular athletic/academic activity.
- All sponsors must meet with the school's Principal and/or Athletic Director each year to review requirements that are to be met based on the supplemented position.
- A sponsor may, with the permission of the school's Principal, choose to split the supplemental position with another individual.
- The school Principal may not force an individual to split their supplemental position with another individual.
- All sponsors of supplemental positions must abide by Putnam County School Board Policy 5.110 and must advise any groups or individuals of Policy 5.110 who might seek to issue payments to the sponsor based on their supplemental position.
- In the event the sponsor is unable to perform the requirements set forth by the Principal and/or Athletic Director, the sponsor will reimburse the Putnam County Board of Education the prorated supplemental amount. The prorated supplemental amount to be reimbursed shall be decided by the school Principal.

### Added new for 2023-2024:

- **All supplemental positions must be filled and paperwork submitted to the Central Office (Finance Department Attn: Debi Paramore) *by the last day of the first semester.***
- ***It is the responsibility of the Principal/Athletic Director to ensure that all non-faculty coaches have completed their fingerprinting and background check requirements with the Human Resources department prior to working with students.***
- **If supplements are split 50/50**, they can each be calculated separately as half of whatever tier each person should receive.
- **If a split supplement is given a specific dollar amount**, that dollar amount will simply be deducted from the original coach's amount based only upon the original coach's tier.

Principal Signature

/ Date

Athletic Director Signature

/ Date

Please email signed copy to Debi Paramore, [paramored@pcsstn.com](mailto:paramored@pcsstn.com)





Putnam County Board Of Education  
Agenda Request

Date: August 10, 2023

Department: Coordinated School Health/Student Services/Family Resources

Person Submitting: Trey Upchurch

Account Number (if appropriate) N/A

Check one:

Backup included

Backup to follow

Statement to be included in board agenda packet:

Approval of the Memorandum of Agreement (MOA) between Volunteer Behavioral Health Care Systems and Putnam County School Systems (PCSS) for the 2023-2024 school year to provide the Positive Action prevention program to grade levels 4-12 within the PCSS.

*Trey Upchurch*  
Signature of Person Making Request

08-10-2023  
Date

*[Signature]*  
Signature of Director of Schools

Date

**received**  
08-11-23  
*AK*

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Volunteer Behavioral Health Care System**  
**And**  
**Putnam County Board of Education**

- A. This Memorandum of Agreement (MOA) documents the cooperation in the conduct of Positive Action prevention program at participating Putnam County Schools, to begin during the 2023-2024 school year, between Volunteer Behavioral Health Care System (hereinafter referred to as “VBHCS”) and Putnam County School District, each referred to as the “Party” and collectively as the “Parties” herein.
- B. By this agreement, both parties understand and affirm that:
1. Positive Action prevention program is a school-based alcohol and drug abuse prevention program based on the philosophy that when we think positive thoughts and have positive feelings about ourselves, we will make positive decisions; and our actions in our daily life will be positive. The program can serve students from grade 4 to grade 12 in school and court settings. Program activities provided by a trained Positive Action Prevention Specialist (PS) include classroom group settings and/or virtual group activities focusing on mental health education, life skills, alcohol and drug abuse education, and other social skills lessons to build resiliency among our children and youth. All Positive Action services are provided at no charge to service recipients.
  2. Positive Action is a program of VBHCS, which assumes responsibility for services and the actions of agency staff assigned to the program. Positive Action staff will pass a background check agreeable to both parties at the expense of VBHCS.
  3. The Positive Action program recommends a minimum of twelve (12) hours of service for each group/participant. The group sessions can range from 30-minute sessions to 90-minute sessions in a school or court setting. The specialists will conduct lessons in person or virtually using the Positive Action Curriculum, which is an evidence-based curriculum. This service will be provided by the PS in compliance with accepted educational practices and with regard to the instructional needs of Putnam County School District. These presentations are ideally held in the classroom setting with the teacher present, but under the COVID-19 restrictions, services can be provided virtually through email, google classroom, lesson packets, or other methods the school requests. Final implementation timeline of the program will be determined through collaboration with site administration and/or staff designated by site administration.
  4. The Positive Action program is allowed into Putnam County School District classrooms, however each school site principal reserves the right to allow or deny the program into their school.

5. The Positive Action program will not interfere with and/or take away from instructional time for tested subjects.
6. Parental consent must be obtained for each potential group participant. If written consent cannot be obtained due to COVID-19 restrictions, verbal consent from the parent to the child's teacher, school counselor, or other designated school staff is allowed. If consent is given verbally, the Positive Action staff must have documentation supporting the verbal consent (email confirmation, written date and time by school staff accepting consent).
7. Protection of the privacy of the individual is an obligation in the conduct of Positive Action Prevention Specialists. Therefore, all transactions between the Prevention Specialist and individual students, parents, and school staff shall be confidential, except where protection of a child's welfare or orderly operation of the school are at risk, or where statute requires suspension of confidence, or where precedence of law or professional ethics permits suspension of confidence.
8. The Positive Action program is intended to enhance the school service of participating schools and therefore will not replace existing or future guidance and counseling, special education, student health, or institutional programs.
9. Operation of Positive Action prevention program is funded by a grant through the TN Department of Mental Health and Substance Abuse Services and through contract with VBHCS and is, therefore, subject to the regulations of this contract and limited by the availability of the contract funds.

C. Toward accomplishment of this cooperation, Putnam County School District agrees that:

1. The PS assigned to Positive Action will have access to the building and campus of participating schools, subject to the same usual regulations for school staff.
2. The staff of participating schools will coordinate scheduling of classroom activities with Positive Action staff in accordance with program session details listed in Section B.3. of this Agreement.
3. All students participating in the Positive Action Program require parental permission. Parental consent forms will be collected before the program begins.
4. Students may be released from class to receive services from Positive Action staff at the teacher's discretion.
5. At the beginning of the school year, the principal will schedule a time for the PS to conduct a briefing about Positive Action for all staff of participating schools. The briefing will include an introduction of the PS, an overview of the Positive Action program, role and responsibilities of the PS, program expectations, and an explanation of services to be provided.

D. Volunteer Behavioral Health Care System agrees that:

1. VBHCS will provide a qualified person as a Prevention Specialist (PS) to conduct all Positive Action services at participating schools.
2. VBHCS will provide adequate liability insurance coverage for the activities of the PS.
3. The PS shall be responsible to the principal of participating schools for his/her conduct while on campus. Any concerns that arise should be reported by the principal to the PS' direct clinical supervisor and program director at VBHCS.
4. The PS will coordinate delivery of services with the school staff to minimize disruption of usual school procedures and activities.
5. The PS will obtain parental permission as necessary to the delivery of services to students.
6. The agency will provide the PS with adequate supplies for the conduct of all Positive Action services.
7. There exists the possibility of confusion of Positive Action services with school services because of its location on campus. Therefore, all communications by VBHCS, the PS, and other agency staff shall clearly represent Positive Action as a program of VBHCS.
8. All news releases about the operation of Positive Action at participating schools will be submitted to the principal for review of accuracy prior to publication.
9. The Vice President of Specialized Grants and Services and their designee to coordinate operations of Positive Action shall monitor the program at participating schools to assure effective, professional operations and shall be available to participating schools to resolve any related conflicts.
10. VBHCS shall comply with the background check requirement of T.C.A. § 49-5-413(d) for all employees of VBHCS that will have access to school grounds when children are present. VBHCS shall provide a copy of the background check before any employee of VBHCS will be given access to school grounds.

E. **TERM AND TERMINATION OF MOA:** The term of this Agreement is for the period starting date of signage and ending June 30, 2024. At the end of this initial term, and annually for each year following, this MOA will automatically renew for one year unless either party terminates the agreement with a written notice 90 days prior to the termination date. In addition, this MOA may be revised in accordance with each organization's need if both Parties are in agreement of such revisions. This MOA may be amended only by an instrument in writing signed by the Parties hereto.

- F. **FERPA:** Both Parties shall keep in strict confidence to the fullest extent required by any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”), any and all records and information, in whatever form or format received, pertaining to the District’s individual students. Both Parties shall not publish confidential information or any other information which identifies students, employees, or officers of the District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Both Parties will protect and ensure confidentiality of children’s records. Exceptions will be made when precedence of law or professional ethics permits or requires, such as is necessary for basic coordination of services with the school and family or in situations when a child’s welfare is at risk.
- G. **HIPAA COMPLIANCE AND CONFIDENTIALITY:** The Parties shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of shared Clients, in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R Part 160 and Part 164) and individual Parties' policies and procedures regarding the privacy and confidentiality of such information. The Parties shall: (1) not use or disclose patient information other than as permitted or required by this Agreement for the proper performance of its duties and responsibilities hereunder, and any other disclosure of protected health information must be made pursuant to a properly executed Release of Information; (2) use appropriate safeguards to prevent use or disclosure of patient information other than and provided for under this agreement; and (3) notify the other immediately in the event the Party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this agreement or applicable federal and state laws or regulations.

Additional Confidentiality Requirements: Both Parties acknowledge that consumers of mental health services are entitled to additional confidentiality protections awarded under the Title 33 Mental Health Code which may supersede the confidentiality protections provided by HIPAA. Furthermore, consumers of substance abuse treatment services are entitled to additional confidentiality protections awarded under 42 CFR, Part 2 which may supersede the confidentiality protections provided by HIPAA. When serving mental health consumers on site, both Parties will comply with the confidentiality requirements of these and any other applicable state or federal laws, rules, or regulations.

Breaches of Confidentiality: If either Party becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected health information (PHI), they must immediately take reasonable steps to cure the breach or end the violation and must report the breach or violation to VBHCS Privacy Officer. The alleged breach or violation will be investigated and an appropriate sanction issued. Both Parties reserve the right to terminate this agreement if they determine that either Party has violated a material term of the agreement.

Both Parties will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of each other's information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The obligations under this section do not apply to information (i) in the public domain, (ii) entering the public domain other than from a breach by the either Party of this Agreement, (iii) previously possessed by either Party without written obligations to the other to protect it, (iv) acquired by either Party without written restrictions against disclosure from a third Party which their knowledge is free to disclose the information, and (v) independently developed by either Party without the use of the other's information.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this agreement.

**APPROPRIATE USE AND DISCLOSURES OF PHI:**

1. For the proper management and administration of its business;
2. For purposes of treatment, payment (if allowed by law), or healthcare operations;
3. For purpose of providing data aggregation services relating to the healthcare operations of Volunteer Behavioral Health Care System (“data aggregation’ means combining protected health information or received by the provider to permit data analyses that relate to the health care operations of a covered entity); or
4. For the purpose set forth in Volunteer Behavioral Health Care System policies and required by law.

**IN WITNESS WHEREOF**, the Parties hereto have set their signatures for the purposes contained herein, on the day and date written below.

PUTNAM COUNTY BOARD  
OF EDUCATION

VOLUNTEER BEHAVIORAL  
HEALTH CARE SYSTEM

\_\_\_\_\_  
Kim Cravens,  
Board Chair

\_\_\_\_\_  
Phyllis Persinger  
President/CEO

DATE 09-07-23

DATE \_\_\_\_\_



DEPARTMENT OF EDUCATION  
PUTNAM COUNTY  
SCHOOL NUTRITION PROGRAM

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

Putnam County Board of Education  
Agenda Request

Name of Person Making Request: Jennifer Mitchell

Department: School Nutrition

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

Account Funding Code (if appropriate): 143

Backup included  
 Backup to follow

The School Nutrition Program is requesting approval and permission from the Board of Education for the following:

*Approval*  
 Enter into <sup>an</sup> Agreement with Upper Cumberland Human Resource Agency (UCHRA) in the provision of afterschool meals and snacks <sup>for</sup> to Putnam County School System students per At-Risk Food Service Program regulations.

Jennifer Mitchell, SNP Supervisor

8/18/23

Signature of Person Making Request

Date

Signature of Director of Schools

Date

**AGREEMENT TO FURNISH FOOD SERVICE  
FOR THE AT-RISK FOOD SERVICE PROGRAM**

**THIS AGREEMENT** is made and entered into between: Putnam County Schools and UCHRA.

**WHEREAS** the Putnam County Schools agrees to supply unitized meals inclusive of milk and juice to UCHRA with and for the rates herein listed:

**Supper ..... \$4.25 each  
Snack ..... \$1.17 each**

The vendor Putnam County Schools agrees to pay an Administrative fee of 15% each month to the sponsoring Organization UCHRA.

It is further agreed that Putnam County Schools, pursuant to the provisions of the At-Risk Food Service Program regulations, attached copy of which is part of this agreement, will assure that said meals meet the minimum meal pattern requirements as to components and portion sizes, and will maintain full and accurate records that the UCHRA will need to meet its responsibility including menu records containing the amount of food prepared and daily number of meals delivered by type.

These records must be reported to the UCHRA promptly at the end of the month.

Putnam County Schools agrees also to retain records required under the preceding clause for a period of 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

This agreement shall be effective from October 1, 2023 to September 30, 2024. It may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

Kim Cravens

UCHRA Sponsor Official

Board Chair

09-07-23

Executive Director

Date

Title

Date

Location of food preparation center(s):



Tennessee Department of Human Services

## Child and Adult Care Food Program (CACFP)

### Agreement Between Sponsoring Agency and Unaffiliated Child Care Center

This agreement is entered into this the 1st day of October, 2023, by and between the UCHRA hereinafter referred to as the **Sponsoring Agency**, and \_\_\_\_\_ hereinafter referred to as the **Child Care Center**.

This Agreement specifies the rights and responsibilities of the Sponsoring Agency and the Child Care Center as participants in the Tennessee Department of Human Services (TDHS) Child and Adult Care Food Program.

#### A. Rights and Responsibilities of the Sponsoring Agency

1. The Sponsoring Agency agrees to:
  - a. Train the appropriate staff of the Child Care Center before participation in the CACFP is commenced;
  - b. Offer additional training opportunities which are scheduled at a date, time, and place convenient to the Child Care Center;
  - c. Respond to the Child Care Center's request(s) for technical assistance;
  - d. Provide CACFP record-keeping forms to the Child Care Center;
  - e. Distribute to the Child Care Center meal reimbursement payment(s) within five (5) working days after receiving notification of the receipt of the payment(s) from the TDHS;
  - f. Not withhold reimbursement for a administrative costs in excess of actual incurred administrative expenses or 15% of the total monthly reimbursement earned by the Child Care Center;
  - g. Submit initial monthly claims to the TDHS within 30 days of the close of each reporting month;
  - h. Not charge a fee to the Child Care Center for CACFP participation and services;
  - i. Maintain documentation that the Child Care Center is eligible to participate in the CACFP under one of the following conditions:
    - i. The Child Care Center is recognized in writing by the Internal Revenue Service as being exempt from the payment of federal income tax;
    - ii. The Child Care Center is an integral part of a church; or
    - iii. For each month in which meals are to be claimed for CACFP reimbursement, 25% of the Child Care Center's enrollment or license capacity is comprised of beneficiaries of the Tennessee Child Care Certificate Program or is eligible for free and reduced- price meal payments.

- J. Ensure that all meals claimed for reimbursement are served to enrolled and eligible participants without regard to race, color, national origin, sex, age, or disability, and that all meals claimed meet the meal requirements in the CACFP Federal and State Regulations.
2. The Sponsoring Agency, TDHS, Tennessee Comptroller of the Treasury, U.S. Department of Agriculture and other appropriate state and federal agencies have the right to visit the Child Care Center to review the meal services and meal records during the center's normal hours of child care operations. As part of this review process, unannounced monitoring visits will be conducted. Monitoring personnel will have photo identification which demonstrates that they are employees of the Sponsoring Agency or employees of the state or federal agencies conducting the monitoring visits.
  3. The Sponsoring Agency has the right to terminate this Agreement for cause if the Child Care Center has failed to fully and permanently correct serious deficiency(ies) in its operation of the CACFP within the allotted time designated by the Sponsoring Agency. If a termination action is warranted, the Sponsoring Agency will issue a termination notice which identifies the ground(s) for the termination. The grounds for termination of the Child Care Center for cause include, but are not limited to, any of the following:
    - a. Noncompliance with Federal and/or State Regulations established for the programs;
    - b. The submission of false information to the Sponsoring Agency;
    - c. Failure to maintain adequate records;
    - d. The claiming of program payments for meals not served to eligible participants;
    - e. Service of a significant number of meals which did not include required quantities for all meal components;
    - f. History of mismanagement in the CACFP, and
    - g. Violation of any responsibilities as defined in this Agreement.
  4. The Sponsoring Agency agrees to immediately notify the TDHS in writing, if this Agreement is terminated for cause by the agency or the Child Care Center.
  5. The Sponsoring Agency agrees to not sponsor the Child Care Center in the CACFP if the center was terminated for cause by another sponsoring Agency, and has not corrected the deficiency(ies) for which the termination occurred.
  6. The Sponsoring Agency may also terminate this Agreement for convenience. A termination of the Child Care Center for convenience may occur if the Sponsoring Agency determines that it is not administratively feasible to continue to sponsor the center. The Sponsoring Agency is required to notify the Child Care Center and the TDHS in writing of such termination at least 30 days prior to the effective date of the termination.
  7. The Sponsoring Agency will maintain family size and income data on the participants who are enrolled for care by the Child Care Center and are eligible for free or reduced-price meals.
  8. The Sponsoring Agency, TDHS, Tennessee Comptroller of the Treasury, U.S. Department of Agriculture and other appropriate state and federal agencies have the right to contact the parents and guardians of the children served by the Child Care Center.

## **B. Rights and Responsibilities of the Child Care Center**

1. The Child Care Centers is required to keep daily records of:
  - a. Menus which show the food items served to the participants under care for each meal served each day:
  - b. The total number of meals/supplements served to each participant each day; and
  - c. The number of enrolled participants who are present each day.
2. The Child Care Center may claim only one meal per participant for each meal service.
3. The Child Care Center must attend training sessions required by the Sponsoring Agency.
4. The Child Care Center must allow authorized representatives of the Sponsoring Agency, the IDHS and the Federal Government to come into the center's facility for the purpose of reviewing the operations. This will be done several times a year and at times visits may be unannounced.
5. The Child Care Center must inform the Sponsoring Agency, without delay, the names of any participants added to or dropped from the enrollment for child care, or if there are any changes in the center's child care license or approved status including, but not limited to, type and schedule of meals served.
6. The Child Care Center must submit the meal count and menu records to the Sponsoring Agency by the day of each month for the preceding month of operation. Failure to do so may result in loss of payment for the month.
7. The Child Care Center must serve meals that meet the CACFP requirements for participants. The Child Care Center may not claim more than three meals per child per day. One of the meals claimed must be a snack or supplement meal.
8. The Child Care Center agrees to not receive reimbursement for meals served to participants who are ineligible to participate in the CACFP.
9. The Child Care Center has the right to immediately terminate this Agreement for cause. The grounds for termination for cause are exclusively limited to the following deficiencies of the Sponsoring Agency:
  - a. Noncompliance with the requirement to disburse meal program payments to the Child Care Center within five (5) working days of the notified receipt of the payments from the TDHS.
  - b. Noncompliance with the requirement to submit initial monthly claims to the TDHS within 30 days of the close of each reporting month, which results in the untimely disbursement of program payments to the Child Care Center; and
  - c. Violation of any other responsibilities as defined in this Agreement.
10. The Child Care Center agrees to not participate in the CACFP under another Sponsoring Agency, if it is terminated for cause and has not corrected the deficiency(ies) for which termination occurred.

11. The Child Care Center may also terminate this Agreement for convenience. A termination of the Agreement for convenience may occur if the Child Care Center determines that it is not administratively feasible to continue under the sponsorship of the Sponsoring Agency. The Child Care Center is required to notify the Sponsoring Agency in writing of such termination at least 30 days prior to the effective date of the termination.
12. The Child Care Center agrees that it may participate in the CACFP under another sponsoring Agency without penalty, if this Agreement is terminated for convenience by the Sponsoring Agency.
13. The Child Care Center agrees to not participate in the CACFP under another Sponsoring Agency while this Agreement is in effect.
14. The Child Care Center must serve meals to all enrolled participants without regard to race, color, national origin; sex, disability or age.

**C. To Be Completed by Sponsoring Agency**

1. The license, approved, or registration capacity of the Child Care Center: \_\_\_\_\_
2. Total number of participants enrolled by the Child Care Center: \_\_\_\_\_
3. More than one shift: Yes  No  If yes, number of shifts: \_\_\_\_\_
4. Meals to be claimed: Breakfast  Lunch  Supper   
A.M. Supplement  P.M. Supplement  Evening Supplement

We certify that the Child Care Center is not participating in the CACFP under another sponsoring Agency and that the above information is true and correct to the best of our knowledge. We agree to comply with the rights and responsibilities outlined in this Agreement, and understand that this information is being given in connection with the receipt of Federal funds. We agree that the TDHS may, for cause, verify the information in this Agreement, and that deliberate misrepresentation of the information in this Agreement may subject us to prosecution under applicable State and Federal criminal statutes.

In witness, whereof the parties have by their representatives set their signatures herein.

Sponsoring Agency:

By: Kim Cravens 09-07-23  
Board Chairperson or other Authorized Official Date

Child Care Center:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

## **Civil Rights Assurance**

"The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement."

"This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance."

"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."



# Putnam County Board of Education Agenda Request

Name of Person Making Request: Judy Schinbeckler

Department: Educator Support

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

Account Funding Code (if appropriate)

Backup included

Backup to follow

Consider approval of the following for the September 7th, 2023 BOE meeting:

Out of State Educator Partnership Agreement between Western Governor's University and the Putnam County School System effective September 1, 2023 to June 30, 2024 with the option to request renewal for an additional three years.

Judy Schinbeckler 8-24-23  
Signature of Person Making Request Date

[Signature]  
Signature of Director of Schools Date

\_\_\_\_\_  
Signature of School Board Chairperson Date

received  
08-24-23  
[Signature]

## Out-of-State Educator Preparation Partnership Agreement

The State Board of Education (SBE) [Educator Preparation Rule](#) (0520-02-04) allows Educator Preparation Providers (EPPs) approved to recommend teacher candidates for initial licensure in a state other than Tennessee and place these candidates in Tennessee school districts to complete **job-embedded clinical practice**. The provider and district must have a partnership that is formally recognized by the Tennessee Department of Education. Per [Educator Preparation Policy](#) (5.504) job-embedded clinical practice allows for candidates who hold a bachelor's degree to serve as teacher of record for the full school year (occupational programs may have different degree/certification requirements). At least 100 days of the job-embedded clinical practice must include direct teaching experiences. Prior to beginning a job-embedded clinical practice, candidates must have a valid Tennessee teaching license with the appropriate endorsement(s).

To receive department recognition, the EPP must submit a signed out-of-state partnership agreement to the department's office of educator licensure and preparation (OELP) for review at least thirty days prior to the start of the clinical practice. The term of this agreement may not exceed three years. All sections below are **required**, except section five. Missing information will delay processing of the request by the department.

Completed agreements must be submitted electronically to [Educator.Preparation@tn.gov](mailto:Educator.Preparation@tn.gov).

### Section 1: Out-of-State EPP Information

<b>Provider Name</b>	<b>Mailing Address</b>
Western Governors University	4001 South 700 East, Suite 700, Salt Lake City, UT 84107
<b>Head Administrator Name</b>	<b>Head Administrator Title</b>
Jennifer Doshier	Director, Field Experience, Teachers College
<b>Contact Name and Title</b>	<b>Contact Email</b>
Jonathan Workman, Outreach Specialist	jonathan.workman@wgu.edu
<b>Current EPP Approval State</b>	<b>State agency website for verification of licensure program approval</b>
Utah	www.schools.utah.gov

### Section 2: Tennessee School District Information

<b>School District Name</b>	<b>Mailing Address</b>
Putnam County School System	1400 East Spring Street Cookeville, TN 38506
<b>Contact Name and Title</b>	<b>Contact Email</b>
Judy Schinbeckler Educator Support Supervisor	schinbecklej@pcsstn.com
<b>Contact Phone</b>	
931-526-9777 ext. 1446	

### Section 3: Required Partnership Components

**1. Describe the roles and responsibilities of all EPP faculty/staff (including clinical supervisors).** Strong responses will include a thorough description of clearly identified roles and responsibilities of all EPP faculty and staff involved in the preparation of teacher candidates.

Western Governors University (WGU) teacher candidates receive multiple layers of support as they prepare for and complete clinical experiences (preclinical experience, demonstration teaching, and practicums). This support system consists of clinical experience faculty and staff that guide, develop, and support WGU teacher candidates.

Clinical Supervisors (CS) provide regular, detailed feedback to candidates during the clinical experience. The CS serves as advisor, observer, and assessor throughout the candidate's experience. The CS supervises a teacher candidate's progress during a minimum of six observations. The CS will conduct pre-observation and post-observation conferences with the teacher candidate to review lesson plans and discuss results, respectively. The CS completes two evaluations: one mid-way through student teaching, and a final evaluation at the end of student teaching.

Candidates also have Instructor Practitioners, experienced educators who have earned a minimum of a master's degree in education and have at least five years of teaching experience, to provide support in the Cohort Seminar, Demonstration Teaching, and TPA courses.

Clinical Experience Liaisons support CS and Host Teachers by providing live and online training, maintaining support sites, and serving as the primary point of contact. They also maintain a pool of qualified educators and administrators who serve as CSs and are responsible for CS assignments.

**2. Describe the roles and responsibilities of all Tennessee school district personnel (including clinical mentors).** Strong responses will include a thorough description of clearly identified roles and responsibilities of all school district personnel involved in the preparation of teacher candidates.

The Host Teacher (HT) is the cooperating teacher in the school hosting the teacher candidate. The district, with input from WGU, will provide the candidate with a student teaching assignment in a classroom under the direct supervision and instruction of the HT. The HT provides candidates with:

- opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate;
- opportunities for candidates to use technology to enhance student learning and monitor student progress and growth; and
- opportunities for teacher candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.

The HT completes two evaluations: one mid-way through student teaching, and a final evaluation at the end of student teaching.

In fulfillment of TN EPP Policy 5.504, the job-embedded clinical practice shall occur over a full school year and include 100 days of direct teaching experience. The district will facilitate this experience beyond WGU's 60-day student teaching placement.

The district recognizes that WGU requires its candidates to video record in the classroom for evaluation purposes and agrees to permit video recording consistent with the conditions set forth in Exhibit A (Video Recordings).

**3. Identify the criteria used for selecting clinical educators (clinical mentors/cooperating teachers and clinical supervisors/university supervisors). At a minimum, selection criteria must meet requirements of [SBE policy 5.504](#).** Strong responses will include selection criteria and strategies used by the partnership to select clinical mentors and clinical supervisors who will support teacher candidates during their clinical experiences.

All clinical educators must meet the qualifications identified in Tennessee Educator Preparation Policy 5.504. WGU and the district also identified the following additional qualifications for Host Teachers:

- Level 4 or 5 preferred
- Demonstrates a passion for education they can share with the teacher candidate
- Administrator recommendation
- Positive feedback from prior teacher candidates
- 5-years of experience preferred
- Models ethical considerations expected of WGU teacher candidates
- Demonstrated competence with technology

**4. Describe expectations regarding the delivery of candidate support and candidate evaluation.** Strong responses will include a description of how both clinical mentors and clinical supervisors support teacher candidates during their clinical experience. The response should include how teacher candidates are observed, provided formal and informal feedback, are formally evaluated, and provided growth opportunities for identified areas of need.

WGU expects clinical educators (Clinical Supervisors/CS and Host Teachers/HT) to provide detailed and meaningful feedback to the student. The HT meets with the candidate daily to plan, pace, and set clear expectations throughout student teaching. They seize opportunities to model, teach, and provide opportunities for practice. The HT gives specific positive feedback daily as well as feedback regarding areas for improvement.

The CS meet with the HT during each visit to discuss how things are going, analyze the HT/TC relationship, and facilitate communication between the two. The CS is proactive in solving problems as soon as they arise. They serve as a facilitator between the HT and TC.

If the candidate is struggling, the clinical educators will create a personalized clinical experience support plan for the candidate that requires additional development to be successful in clinical experiences. The candidate is required to complete the established support plan with one or more members of the support team including the host teacher, clinical supervisor, and instructor practitioner.

The Instructor Practitioner will discuss any concerns and opportunities for growth, and, if appropriate, partner in the development and completion of a clinical experience support plan.

In fulfillment of TN EPP Policy 5.504, the job-embedded clinical practice shall occur over a full school year and include 100 days of direct teaching experience. The district will facilitate this experience beyond WGU's 60-day student teaching placement.

The district recognizes that WGU requires its candidates to video record in the classroom for evaluation purposes and agrees to permit video recording consistent with the conditions set forth in Exhibit A (Video Recordings).

**Section 4: Specialty Area and Grade-Span Endorsement Alignment**

Providers must be regionally accredited and programs must be approved for licensure in a state other than Tennessee. Programs recognized by Tennessee must correspond with the specialty area and grade span of an existing [Tennessee endorsement](#).

List below all endorsements and grade spans that are approved in the home state and for which the provider is requesting recognition by Tennessee.

Home State Endorsement with Grade Span	Aligned Tennessee Endorsement <i>To be completed by OELP</i>
1. Elementary Education K-8	
2. Special Education K-12: Mild/Moderate	
3. Secondary English 6-12	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	

**Section 5: Additional Partnership Agreement Items (optional)**

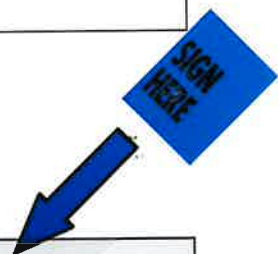
EPPs are encouraged to provide any additional supporting information about their partnership and related clinical experiences.

**List any additional items and include as attachments any supporting documentation that describes partnership activities and practices that support clinical experiences.**

WGU and the partner district co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of teacher candidates, and share accountability for candidate outcomes. The school administrator and Host Teacher provide critical feedback through surveys at the end of each cohort to WGU to inform program improvement.

**Section 6: Authorized EPP and Tennessee School District Signatures**

Electronic signatures are accepted.



<b>EPP Signature and Date</b>	<b>District Signature and Date</b>
	09-07-23
<b>Name and Title</b>	<b>Name and Title</b>
	Kim Cravens, Board Chair
<b>Agreement Start Date</b> (Must be at least 30 days later than submission date)	<b>Agreement End Date</b> (May not exceed three years from start date)

## **Exhibit A**

### **Video Recording**

1. Teacher Performance Assessment. District acknowledges that Candidates must complete a teacher performance assessment, which includes the submission of video recordings of themselves teaching in the classroom and of real artifacts (such as lesson plans, video, and student work samples). Recordings provide an avenue to evaluate performance and determine competency.
2. Clinical observation / Evaluation. University utilizes a secure, interactive, online, cloud-based platform to accommodate for the changing classroom environment and protect the health and safety of participants. Candidates upload recorded video submissions or participate in livestreams for feedback, scoring, and critiquing of video assignments, and Clinical Supervisors leave time-stamped feedback.
3. Guidelines. The following guidelines are provided to Candidates. District understands that Candidates are not employees or agents of University and that any further precautions regarding the privacy of District students should be agreed directly between the District and Candidates.

#### *Teacher Candidate Guidelines for Video Recordings*

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
- To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and Mentor Teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
- You must follow appropriate protocol to submit recordings to University.
- You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
- You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
- You must destroy all video recordings once the evaluation is complete.

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## WGU - Putnam County School System - Cookeville, TN Out of State Agreement (Job Embedded Maizey Donoho)

1 message

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**Jonathan Workman** <jonathan.workman@wgu.edu>  
To: "Schinbeckler, Judy" <schinbecklej@pcsstn.com>  
Cc: Amy Warren <amy.warren@wgu.edu>

Thu, Aug 24, 2023 at 10:02 AM

Hi Judy,

Happy Friday Eve!! Our Placement Coordinator, Amy Warren, asked me to send over our Out of State Agreement which we use for some of our programs for Job Embedded placements. Once the agreement is signed, I will then have my Director sign before sending over to TN DOE for their approval which takes a few days. This is regarding candidate, Maizey Donoho. Thanks for your help.

Regards,

**Jonathan Workman, MBA (he, his, him)**

Field Experience Outreach Relationship Specialist

(Northeast & Southeast)

**Western Governors University**

4001 South 700 East, Suite 7005

Salt Lake City, UT84107

O: 385-237-4136

[Jonathan.workman@wgu.edu](mailto:Jonathan.workman@wgu.edu)



[wgu.edu](http://wgu.edu)

edu

Explore the Learning Community



EXHIBIT  
VI F. 13.  
09-07-23



# Cookeville High School

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

Friday, August 4, 2023

Putnam County Board of Education

Cookeville High School would like to request the permission to grant Mr. Scott Cook to receive a third supplement for the 2023-2024 school year. He coaches Wrestling, Boys Track and Girls Track.

Thank you

Max Petett

received  
08-28-23



RECEIVED AUG 22 REC'D

# Putnam County School System Supplement Agreement

## 2023-2024 School Year

I, Scott Cook, Track Head Boys Coach, Cookeville High School, have reviewed with the school's Principal and/or Athletic Director the requirements that are to be met regarding the supplement of \$3120<sup>00</sup>. The Principal has determined and assigned the amount of the supplement based on my years of experience coaching this sport and in accordance with the BOE supplement schedule and guidelines 2023-24 as approved by the Board of Education. I understand I may, with the permission of the school's Principal, choose to split my supplement with one additional individual. The choice to split the supplement is my choice and may not be forced upon me by anyone else, yet the Principal or the Director of Schools has the authority to deny the request.

I am:  Putnam County School System Employee

**CERTIFIED** OR  **NON-CERTIFIED**

Non-Employee *If you have not worked for PCSS in the past year, you must report to PCSS Human Resources to complete all requirements prior to meeting/working with students. Failure to report to Human Resources will result in immediate termination of this Agreement.*

I choose to:  Split My Supplement

I authorize \_\_\_\_\_ to receive \$ \_\_\_\_\_ of the above supplement

**As a recipient of a supplement, I will abide by school board policy 5.110 which states:**

*"No payments to any employee for services performed on behalf of the school system shall be made from any source other than the Board. Salaries and supplements may be paid from revenue derived from sources other than taxes, provided the revenue is deposited with salaries paid through the Board. This includes donations or contributions from individual, civic or other non-school related sources of funds from individual school activity funds, such as gate receipts and concessions."*

- I will advise any groups or individuals of school board policy 5.110 who seek to issue payments directly to me.
- In the event I am unable to perform the requirements set forth by the Principal and/or Athletic Director, I will reimburse the Putnam County Board of Education the prorated amount decided by the Principal of the supplement stated above.
- **IMPORTANT:** I understand if payment of the supplement is not paid in full to me by May 15th of this fiscal year, I forfeit the supplement.

Scott Cook 8/3/23  
Supplement Recipient Signature / Date

Maya Bell 8/22/23  
Executive Principal Signature only / Date

Supplement Recipient Phone: \_\_\_\_\_

C. J. [Signature] 8-21-23  
Athletic Director Signature / Date

[Signature] 8/24/23  
Assistant Director Signature / Date

RECEIVED AUG 22 REC'D

**Principal complete:** PLEASE CIRCLE: Base = \$2400 or Yr 4-6 = \$2760 or Yr 7+ = \$3120

Years as coach/advisor for this sport/activity: 9 yrs

Including this supplement: This employee is receiving a total # of 3 supplements.

# Putnam County School System Supplement Agreement

## 2023-2024 School Year

I, Scott Cook, Track Head Girls Coach, Cookeville High School, have reviewed with the school's Principal and/or Athletic Director the requirements that are to be met regarding the supplement of \$3200. The Principal has determined and assigned the amount of the supplement based on my years of experience coaching this sport and in accordance with the BOE supplement schedule and guidelines 2023-24 as approved by the Board of Education. I understand I may, with the permission of the school's Principal, choose to split my supplement with one additional individual. The choice to split the supplement is my choice and may not be forced upon me by anyone else, yet the Principal or the Director of Schools has the authority to deny the request.

I am:  Putnam County School System Employee

**CERTIFIED** OR  **NON-CERTIFIED**

Non-Employee *If you have not worked for PCSS in the past year, you must report to PCSS Human Resources to complete all requirements prior to meeting/working with students. Failure to report to Human Resources will result in immediate termination of this Agreement.*

I choose to:  Split My Supplement

I authorize \_\_\_\_\_ to receive \$ \_\_\_\_\_ of the above supplement

***As a recipient of a supplement, I will abide by school board policy 5.110 which states:***

*"No payments to any employee for services performed on behalf of the school system shall be made from any source other than the Board. Salaries and supplements may be paid from revenue derived from sources other than taxes, provided the revenue is deposited with salaries paid through the Board. This includes donations or contributions from individual, civic or other non-school related sources of funds from individual school activity funds, such as gate receipts and concessions."*

- I will advise any groups or individuals of school board policy 5.110 who seek to issue payments directly to me.
- In the event I am unable to perform the requirements set forth by the Principal and/or Athletic Director, I will reimburse the Putnam County Board of Education the prorated amount decided by the Principal of the supplement stated above.
- **IMPORTANT:** I understand if payment of the supplement is not paid in full to me by May 15th of this fiscal year, I forfeit the supplement.

Scott Cook 8/3/23  
Supplement Recipient Signature / Date

Max Pett 8/22/23  
Executive Principal Signature only / Date

Supplement Recipient Phone: \_\_\_\_\_

Colin [Signature] 8-21-23  
Athletic Director Signature / Date

[Signature] 8/24/23  
Assistant Director Signature / Date

**RECEIVED AUG 22 REC'D**

**Principal complete:** PLEASE CIRCLE: Base = \$2400 or Yr 4-6 = \$2760 or Yr 7+ = \$3120

Years as coach/advisor for this sport/activity: 9 yrs

Including this supplement: This employee is receiving a total # of 3 supplements.

# Putnam County School System Supplement Agreement

## 2023-2024 School Year

I, Scott Cook, Wrestling Head Coach, Cookeville High School, have reviewed with the school's Principal and/or Athletic Director the requirements that are to be met regarding the supplement of \$4680<sup>00</sup>. The Principal has determined and assigned the amount of the supplement based on my years of experience coaching this sport and in accordance with the BOE supplement schedule and guidelines 2023-24 as approved by the Board of Education. I understand I may, with the permission of the school's Principal, choose to split my supplement with one additional individual. The choice to split the supplement is my choice and may not be forced upon me by anyone else, yet the Principal or the Director of Schools has the authority to deny the request.

I am:  Putnam County School System Employee

CERTIFIED OR  NON-CERTIFIED

Non-Employee *If you have not worked for PCSS in the past year, you must report to PCSS Human Resources to complete all requirements prior to meeting/working with students. Failure to report to Human Resources will result in immediate termination of this Agreement.*

I choose to:  Split My Supplement

I authorize \_\_\_\_\_ to receive \$ \_\_\_\_\_ of the above supplement

**As a recipient of a supplement, I will abide by school board policy 5.110 which states:**

*"No payments to any employee for services performed on behalf of the school system shall be made from any source other than the Board. Salaries and supplements may be paid from revenue derived from sources other than taxes, provided the revenue is deposited with salaries paid through the Board. This includes donations or contributions from individual, civic or other non-school related sources of funds from individual school activity funds, such as gate receipts and concessions."*

- I will advise any groups or individuals of school board policy 5.110 who seek to issue payments directly to me.
- In the event I am unable to perform the requirements set forth by the Principal and/or Athletic Director, I will reimburse the Putnam County Board of Education the prorated amount decided by the Principal of the supplement stated above.
- **IMPORTANT:** I understand if payment of the supplement is not paid in full to me by May 15th of this fiscal year, I forfeit the supplement.

Scott Cook 8/3/23  
Supplement Recipient Signature / Date

Max Pitts 8/22/23  
Executive Principal Signature only / Date

Supplement Recipient Phone: \_\_\_\_\_

Adrian Spivey 8-21-23  
Athletic Director Signature / Date

[Signature] 8/24/23  
Assistant Director Signature / Date

**RECEIVED AUG 22 2023**

Principal complete: **PLEASE CIRCLE:** Base = \$3600 or Yr 4-6 = \$4140 or Yr 7+ = \$4680

Years as coach/advisor for this sport/activity: 25 yrs

Including this supplement: This employee is receiving a total # of 3 supplements.



# Cookeville High School

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



Friday, August 4, 2023

Putnam County Board of Education

Cookeville High School would like to request the permission to grant Ms. Nicki Goins to receive a third supplement for the 2023-2024 school year. She coaches Basketball Cheer, Football Cheer and Competition Cheer.

Thank you

Max Petett

received  
08-28-23  
SK



RECEIVED AUG 22 REC'D

DP

# Putnam County School System Supplement Agreement

2023-2024 School Year

I, Nicki Goin, Cheerleading Football Coach, Cookeville High School, have reviewed with the school's Principal and/or Athletic Director the requirements that are to be met regarding the supplement of \$ 2100. The Principal has determined and assigned the amount of the supplement based on my years of experience coaching this sport and in accordance with the BOE supplement schedule and guidelines 2023-24 as approved by the Board of Education. I understand I may, with the permission of the school's Principal, choose to split my supplement with one additional individual. The choice to split the supplement is my choice and may not be forced upon me by anyone else, yet the Principal or the Director of Schools has the authority to deny the request.

I am:  Putnam County School System Employee

CERTIFIED OR  NON-CERTIFIED

Non-Employee *If you have not worked for PCSS in the past year, you must report to PCSS Human Resources to complete all requirements prior to meeting/working with students. Failure to report to Human Resources will result in immediate termination of this Agreement.*

I choose to:  Split My Supplement

I authorize \_\_\_\_\_ to receive \$ \_\_\_\_\_ of the above supplement

**As a recipient of a supplement, I will abide by school board policy 5.110 which states:**

*"No payments to any employee for services performed on behalf of the school system shall be made from any source other than the Board. Salaries and supplements may be paid from revenue derived from sources other than taxes, provided the revenue is deposited with salaries paid through the Board. This includes donations or contributions from individual, civic or other non-school related sources of funds from individual school activity funds, such as gate receipts and concessions."*

- I will advise any groups or individuals of school board policy 5.110 who seek to issue payments directly to me.
- In the event I am unable to perform the requirements set forth by the Principal and/or Athletic Director, I will reimburse the Putnam County Board of Education the prorated amount decided by the Principal of the supplement stated above.
- **IMPORTANT:** I understand if payment of the supplement is not paid in full to me by May 15th of this fiscal year, I forfeit the supplement.

Nicki Goin 8/3/23 Supplement Recipient Signature / Date  
Max Hill 8/22/23 Executive Principal Signature only / Date  
Supplement Recipient Phone: \_\_\_\_\_  
[Signature] 8-21-23 Athletic Director Signature / Date  
[Signature] 8/24/23 Assistant Director Signature / Date

RECEIVED AUG 22 REC'D

Principal complete: PLEASE CIRCLE: Base = \$2100 or Yr 4-6 = \$2415 or Yr 7+ = \$2730  
Years as coach/advisor for this sport/activity:  yrs  
Including this supplement: This employee is receiving a total # of 3 supplements.

# Putnam County School System Supplement Agreement

2023-2024 School Year

I, Nicki Gony, Cheer Competition Coach, Cookeville High School, have reviewed with the school's Principal and/or Athletic Director the requirements that are to be met regarding the supplement of \$ 1500<sup>00</sup>. The Principal has determined and assigned the amount of the supplement based on my years of experience coaching this sport and in accordance with the BOE supplement schedule and guidelines 2023-24 as approved by the Board of Education. I understand I may, with the permission of the school's Principal, choose to split my supplement with one additional individual. The choice to split the supplement is my choice and may not be forced upon me by anyone else, yet the Principal or the Director of Schools has the authority to deny the request.

I am:  Putnam County School System Employee

CERTIFIED OR  NON-CERTIFIED

Non-Employee *If you have not worked for PCSS in the past year, you must report to PCSS Human Resources to complete all requirements prior to meeting/working with students. Failure to report to Human Resources will result in immediate termination of this Agreement.*

I choose to:  Split My Supplement

I authorize \_\_\_\_\_ to receive \$ \_\_\_\_\_ of the above supplement

***As a recipient of a supplement, I will abide by school board policy 5.110 which states:***

*"No payments to any employee for services performed on behalf of the school system shall be made from any source other than the Board. Salaries and supplements may be paid from revenue derived from sources other than taxes, provided the revenue is deposited with salaries paid through the Board. This includes donations or contributions from individual, civic or other non-school related sources of funds from individual school activity funds, such as gate receipts and concessions."*

- I will advise any groups or individuals of school board policy 5.110 who seek to issue payments directly to me.
- In the event I am unable to perform the requirements set forth by the Principal and/or Athletic Director, I will reimburse the Putnam County Board of Education the prorated amount decided by the Principal of the supplement stated above.
- **IMPORTANT:** I understand if payment of the supplement is not paid in full to me by May 15th of this fiscal year, I forfeit the supplement.

Nicki Gony 8/3/23  
Supplement Recipient Signature / Date

Supplement Recipient Phone: \_\_\_\_\_

May Pelt 8/22/23  
Executive Principal Signature only / Date

Adrian 8-21-23  
Athletic Director Signature / Date

[Signature] 8/24/23  
Assistant Director Signature / Date

RECEIVED AUG 22 2023

Principal complete: PLEASE CIRCLE: Base = \$1500 or Yr 4-6 = \$1725 or Yr 7+ = \$1950  
Years as coach/advisor for this sport/activity: 1 yrs  
Including this supplement: This employee is receiving a total # of 3 supplements.

# Putnam County School System Supplement Agreement

2023-2024 School Year

I, Nicki O'Boyle, Cheerleading Basketball Coach, Cookeville High School, have reviewed with the school's Principal and/or Athletic Director the requirements that are to be met regarding the supplement of \$ 2400<sup>00</sup>. The Principal has determined and assigned the amount of the supplement based on my years of experience coaching this sport and in accordance with the BOE supplement schedule and guidelines 2023-24 as approved by the Board of Education. I understand I may, with the permission of the school's Principal, choose to split my supplement with one additional individual. The choice to split the supplement is my choice and may not be forced upon me by anyone else, yet the Principal or the Director of Schools has the authority to deny the request.

I am:  Putnam County School System Employee

CERTIFIED OR  NON-CERTIFIED

Non-Employee *If you have not worked for PCSS in the past year, you must report to PCSS Human Resources to complete all requirements prior to meeting/working with students. Failure to report to Human Resources will result in immediate termination of this Agreement.*

I choose to:  Split My Supplement

I authorize \_\_\_\_\_ to receive \$ \_\_\_\_\_ of the above supplement

**As a recipient of a supplement, I will abide by school board policy 5.110 which states:**

*"No payments to any employee for services performed on behalf of the school system shall be made from any source other than the Board. Salaries and supplements may be paid from revenue derived from sources other than taxes, provided the revenue is deposited with salaries paid through the Board. This includes donations or contributions from individual, civic or other non-school related sources of funds from individual school activity funds, such as gate receipts and concessions."*

- I will advise any groups or individuals of school board policy 5.110 who seek to issue payments directly to me.
- In the event I am unable to perform the requirements set forth by the Principal and/or Athletic Director, I will reimburse the Putnam County Board of Education the prorated amount decided by the Principal of the supplement stated above.
- **IMPORTANT:** I understand if payment of the supplement is not paid in full to me by May 10th of this fiscal year, I forfeit the supplement.

Nicki O'Boyle 8/3/23 Supplement Recipient Signature / Date

May Lott 8/22/23 Executive Principal Signature only / Date

Supplement Recipient Phone: \_\_\_\_\_

Al-Ja 8-21-23 Athletic Director Signature / Date

[Signature] 8/14/23 Assistant Director Signature / Date

**RECEIVED AUG 22 REC'D**

Principal complete: PLEASE CIRCLE: Base = \$2400 or Yr 4-6 = \$2760 or Yr 7+ = \$3120

Years as coach/advisor for this sport/activity: 2 yrs

Including this supplement: This employee is receiving a total # of 3 supplements.



# Putnam County Board of Education Agenda Request

Name of Person Making Request: Sheri Roberson

Department: Special Education

Phone Number of Person Making Request: 931-525-4708

Account Funding Code:

Backup Included

Backup to follow

Renewal of the agreement between Putnam County Board of Education and Nashville State Community College -120 White Bridge Road, Nashville, TN 37209 (Phone 615-353-3582) for the Occupational Therapist Assistant program students.

A handwritten signature in black ink, appearing to read "Sheri Roberson". The signature is written in a cursive style with a large, looping initial "S".

Sheri Roberson, Special Education Supervisor

8/28/23

Date

A handwritten signature in black ink, appearing to read "Corby King". The signature is written in a cursive style with a large, looping initial "C".

Corby King, Director of Schools

Date

received  
08-28-23  
SK

# Nashville State Community College Occupational Therapy Assistant

## **Level I A NSCC OTA Fieldwork Objectives**

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

## **Level I B NSCC OTA Fieldwork Objectives**

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

## **Level I C NSCC OTA Fieldwork Objectives**

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

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

#### **Level II NSCC OTA Fieldwork Objectives**

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

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

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

This Agreement is made this 23<sup>rd</sup> day of August 2023, by and between Nashville State Community College, hereinafter referred to as "Institution" and Putnam County Schools, hereinafter referred to as "Affiliate".

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

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

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

B. The clinical experience shall be provided at the Affiliate's Facility located at

1400 East Spring St, Cookeville, TN 38506, and other facilities that Putnam County Schools services hereinafter referred to as "Facility".

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

See Addendum Level I and Level II Fieldwork Objectives.

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

A. Term - the term of this Agreement shall be one year, commencing October 1, 2023, and ending September 30, 2024.

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

This Agreement may be renewed with written approval of all parties for a total term of up to five years.

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

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

Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. Notwithstanding the foregoing and pursuant to its policies, Affiliate retains the right to safeguard the health, safety, and welfare of its patients and the orderly operation of the Facility and in such capacity shall have the right to exclude or remove a student from the Facility at any time based on a student's failure to comply with reasonable policies of the Facility, including, without limitation, those related to vaccination and disease testing.

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

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

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

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

To the extent required by federal law, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

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

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

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

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

It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty/staff member shall not participate at its facility, Affiliate shall so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical program at the Affiliate.

If an Institutional faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical program without the necessity of undergoing an additional background check.

Recognizing that students enrolled in the NSCC Occupational Therapy Assistant program at Institution will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial clinical placement if the student maintains continuous enrollment in the Institution's health care program and if the results of the background check are archived by the background check agency.

Institution shall inform students or faculty/staff members excluded from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

(If desired, a list of the checks to be run, along with the disqualifying criteria of the Affiliate can be referenced and affixed as an Addendum.)

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

accordance with applicable law.

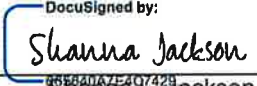
F. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

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

NASHVILLE STATE COMMUNITY COLLEGE

PUTNAM COUNTY SCHOOLS

BY  \_\_\_\_\_  
Shanna L. Jackson

BY \_\_\_\_\_

TITLE President

Kim Cravens  
TITLE Board Chair

DATE 8/28/2023

DATE 09/07/23



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

Date \_\_\_\_\_ 9/7/2023  
Department Finance  
Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of the following resolution to enter into a 4-year contract with Apple, Inc. to lease 1,000 MacBook Air Laptops in the total amount of \$1,672,950 to be paid from 141-72250-330 (General Purpose School Fund, Lease Expense).

received  
08-28-23  
CK

# RESOLUTION OF PUTNAM COUNTY BOARD OF EDUCATION

AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY  
OF A MASTER LEASE PURCHASE AGREEMENT;  
AND APPROVING THE EXECUTION AND DELIVERY OF  
SCHEDULE NO. 1 TO THE MASTER LEASE PURCHASE AGREEMENT,

WHEREAS, the Putnam County Board of Education (the "School District"), is authorized by the laws of the state of Tennessee (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 1 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE PUTNAM COUNTY BOARD OF EDUCATION AS FOLLOWS:

**Section 1.** The School District hereby authorizes and approves the execution and delivery of the Master Lease;

**Section 2.** The School District hereby authorizes and approves the execution and delivery of Schedule No. 1 to the Master Lease in an amount not to exceed \$1,672,950.00 for the purpose of financing the costs of the acquisition and installation of the Project;

**Section 3.** The persons of the School District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title
Kim Cravens	Board of Education Chair

**Section 4.** The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

**Section 5.** The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

**Section 6.** All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE PUTNAM COUNTY BOARD OF EDUCATION ON SEPTEMBER 7<sup>TH</sup>, 2023.

\_\_\_\_\_  
Signatory

Attest: \_\_\_\_\_



JASON E. MUMPOWER  
*Comptroller*

August 24, 2023

Honorable Randy Porter, Mayor  
and Honorable Board of Commissioners  
Putnam County  
300 E. Spring Street Room 8  
Cookeville, TN 38501

Dear Mayor Porter and Board of Commissioners:

Thank you for your request. We acknowledge receipt on August 7th, 2023, of a request from the Mayor of Putnam County (the "County") for approval of a 4-year lease financing in an amount not to exceed \$1,672,950 to be known as the "Apple Laptop Lease Financing, Series 2023" (the "Lease Financing").

Included with the request was a Plan of Lease Financing for the proposed purchase of 1,000 13-Inch MacBook Air Laptops with cases. The expected useful life of the computers approximates the term of the lease; accordingly, the County will be deemed to have the purchase option for this purpose. Please send a copy of the executed Lease Financing Agreement to us along with the completed Debt Report within forty-five (45) days of the issuance of the debt herein approved.

### **Approval**

This letter constitutes approval for the County to enter into the Lease Financing pursuant to Title 9, Chapter 24, Part 1 of Tennessee Code Annotated. Our approval is conditioned upon the County's compliance with all relevant provisions of Tennessee law.

The County is responsible for ensuring compliance with Title 9, Chapter 24, Part 1 of the Tennessee Code Annotated, its debt management policy, and timely payments under the Lease Financing Agreement. This letter and the approval to issue debt do not address the compliance with federal tax regulations and should not be relied upon for that purpose. The County should discuss these issues with a tax attorney or bond counsel.

This approval is valid for six months after the date of this letter. If the debt has not been transacted within that time, a new request must be submitted to this office for approval. Please notify us if the County decides not to enter into the Lease Financing.

Putnam County  
Financing Lease Approval  
August 24, 2023

### **Terms and Life**

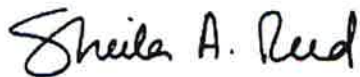
The maximum maturity for the Lease Financing as authorized by the governing body is 4 fiscal years. The terms of the Lease Financing are reasonable and comparable to debt being issued in current markets. Based upon our review, the repayment terms are in the public's interest and the Plan of Lease Financing appears to meet the requirements of Tenn. Code Ann. § 9-24-104.

### **After Issuance**

Our website contains specific compliance requirements your local government will be responsible for once the Finance Purchase is entered into: <http://tncot.cc/debt>. The listing is not all inclusive.

If you should have questions or need assistance, please refer to our online resources or feel free to contact your financial analyst, Charlie Lester, at 615.401.7762 or [Charlie.Lester@cot.tn.gov](mailto:Charlie.Lester@cot.tn.gov).

Sincerely,



Sheila Reed, Director  
Division of Local Government Finance

cc: Mark McReynolds, Director of Finance, Putnam County Board of Education - [mmcreynolds@pcsstn.com](mailto:mmcreynolds@pcsstn.com)

SR: cl



**Putnam County School District  
Schedule No. 1 to  
Master Lease Purchase Agreement dated September 19 2023**

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**Closing Index**

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<b>#</b>	<b>Document</b>	<b>Required to Ship</b>	<b>Required to Close</b>
1.	Master Lease Purchase Agreement.....	Yes .....	Yes
2.	Ex. A - Equipment and Lease Payment Schedule.....	Yes .....	Yes
3.	Ex A.1 – Additional Schedule Terms.....	Yes.....	Yes
4.	Ex. B - Acceptance Certificate .....		Yes
5.	Ex. C - Board Resolution or Meeting Minutes .....	Yes .....	Yes
6.	Ex. D - Bank Qualified Designation (pertains to 8038-G) .....		Yes
7.	IRS Form 8038-G .....		Yes
8.	Ex. E – Lease Payment Instructions .....		Yes
9.	Ex. F - Insurance Coverage Requirements (informational) .....		n/a
10.	Insurance Certificate evidencing coverage .....		Yes
11.	Ex. G - Incumbency Certificate .....	Yes.....	Yes
12.	First Lease Payment Invoice due 9/19/2023 .....		Yes

Please call Brandie Sonntag a 480-419-3634 with any questions.

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**Original Closing Documents**

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- Once documents are signed, please first provide scanned copies of the above items to [BSonntag@BankUnited.com](mailto:BSonntag@BankUnited.com)
- Then mail the originals to

**Apple Financial Services  
Attention: Brandie Sonntag  
8377 East Hartford Drive, Suite 115  
Scottsdale, AZ 85255**



## **Master Lease Purchase Agreement**

This Master Lease Purchase Agreement dated as of September 19 2023 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Putnam County School District ("Lessee").

**1. MASTER LEASE; SCHEDULES.** Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

**2. INVOICE PAYMENT OR REIMBURSEMENT.** With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate; (h) a Bank Qualification Designation; (i) Lease Payment Instructions; (j) Insurance Coverage Requirements; (k) an opinion of Lessee's counsel; and (l) such other documents, items, or information reasonably required by Lessor. Lessor shall provide each such document to Lessee in a form and substance satisfactory to Lessor.

**3. ESCROW AGREEMENT.** Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

**4. DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

**5. LEASE PAYMENTS.** Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. ***Lessor and Lessee understand and intend***

***that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***

**6. NON-APPROPRIATION OF FUNDS.** Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

**7. UNCONDITIONAL OBLIGATION.** UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

**8. DISCLAIMER OF WARRANTIES.** THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

**9. TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is

and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

**10. USE, MAINTENANCE AND REPAIR.** Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

**11. LIENS; TAXES.** LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

**12. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

**13. IDENTIFICATION.** Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

**14. LOSS OR DAMAGE.** Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such

replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

**15. INSURANCE.** In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

**16. DEFAULT.** Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

**17. REMEDIES.** Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

**18. PURCHASE OPTION.** At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such

Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

**19. RETURN OF EQUIPMENT.** In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

**20. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

**21. ASSIGNMENT.** Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

**22. ADDITIONAL PAYMENTS.** Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

**23. RELEASE AND INDEMNIFICATION.** To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any

provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

**24. MISCELLANEOUS.** Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

**25. NOTICES.** All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

**26. ELECTRONIC SIGNATURES.** Notwithstanding anything to the contrary in this Master Lease and with the exception of the IRS Form 8038-G / 8038-GC which Lessee must execute using an original, manual signature, Lessee and Lessor both intend that this Master Lease and any Schedule, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document") containing the electronic signature of the Lessee and/or Lessor using the procedure or method for electronic signatures that Lessor provided to Lessee ("Electronic Signature") or when manually countersigned or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence). Lessee and Lessor acknowledge that any such Electronic Signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate and accept the Documents on behalf of such party.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

LESSEE: PUTNAM COUNTY SCHOOL DISTRICT  
1400 East Spring Street  
Cookeville, TN 38506

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FED TAX ID#: \_\_\_\_\_

**EXHIBIT A**

**Schedule No. 1 Dated September 19 2023 to Master Lease Purchase Agreement Dated September 19 2023**

This Schedule No. 1 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated September 19 2023 ("Master Lease"), and is effective as of September 19 2023. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

**Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes**

EQUIPMENT INFORMATION	
<i>Computer Hardware--See attached Exhibit 1.</i>	

LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	9/19/2023					\$1,672,950.00
1	9/19/2023	\$418,237.50	\$0.00	\$418,237.50		\$1,254,712.50
2	9/19/2024	\$418,237.50	\$0.00	\$418,237.50	\$853,204.50	\$836,475.00
3	9/19/2025	\$418,237.50	\$0.00	\$418,237.50	\$426,602.25	\$418,237.50
4	9/19/2026	\$418,237.50	\$0.00	\$418,237.50	\$0.00	\$0.00
<b>Totals:</b>		\$1,672,950.00	\$0.00	\$1,672,950.00	<b>Rate 0.0000%</b>	

Lessee acknowledges that the discounted purchase price for the Lease is \$1,636,228.92 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 1.5000% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

**IMPORTANT: Read before signing.** The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: September 19 2023

LESSOR: **APPLE INC.**

LESSEE: **PUTNAM COUNTY SCHOOL DISTRICT**

SIGNATURE: **X** \_\_\_\_\_

SIGNATURE: **X** \_\_\_\_\_

NAME / TITLE: **X** \_\_\_\_\_

NAME / TITLE: **X** \_\_\_\_\_

DATE: **X** \_\_\_\_\_

DATE: **X** \_\_\_\_\_

**Exhibit A.1 – Additional Schedule Terms**

**Schedule No. 1 dated September 19 2023, to Master Lease Purchase Agreement dated September 19 2023**

**End of Term Resale Option:** Lessee shall have the option to sell the Equipment subject to this Lease to Lessor, or its designee, at the end of the Lease Term for the amounts below ("Resale Price"). This option is at the sole discretion of Lessee. The parties agree that the Resale Price is equal to the expected fair market value of the Equipment at the end of the Lease Term. Lessor shall have no obligation to pay the Resale Price unless: (i) The Equipment is delivered to Lessor within thirty (30) days of the end of the Lease Term and in Good Working Order, as herein defined, (ii) all payment obligations under the Lease, including those through the end of the Lease Term, have been satisfied, (iii) the Lessee is not in default under the Lease, and (iv) the Lessee provides Lessor with written notice no later than sixty (60) days prior to the end of the Lease Term of Lessee's intention to sell the Equipment for the Resale Price. The Resale Price will be paid by Lessor to Lessee by check or equivalent within sixty (60) days of Lessor's receipt of the Equipment.

Description	Part Number	Quantity	Resale Price <sup>1</sup>	Extended Price
13- Inch MacBook Air	Z16A	1000	\$275.00	\$275,000.00

**Return Condition:** Lessee acknowledges that it is required to maintain the Equipment in good working order pursuant to Section 10 of the Master Lease. In the event Lessee returns the Equipment under the terms of the Master Lease or these additional terms, then Lessee acknowledges that the Equipment must be free of markings and that Lessee is responsible for the cost of missing or defective parts or accessories. For the avoidance of doubt, and for the purposes of the End of Term Resale Option, "Good Working Order" means the Equipment must be functional, might contain light/moderate surface and/or scratches, minor dents/chips, battery with 70% or more maximum capacity, must contain only genuine parts, and is not locked through ABM/ASM or Find My [Device] or equivalent feature and be returned with its charging block and cable each in working condition.

**IMPORTANT: Read before signing.** The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: **September 19 2023**

LESSOR: **APPLE INC.**

LESSEE: **PUTNAM COUNTY SCHOOL DISTRICT**

SIGNATURE: X \_\_\_\_\_

SIGNATURE: X \_\_\_\_\_

NAME / TITLE: X \_\_\_\_\_

NAME / TITLE: X \_\_\_\_\_

DATE: X \_\_\_\_\_

DATE: X \_\_\_\_\_

<sup>1</sup> Such resale price is contingent on the Equipment being returned in Good Working Condition.

**EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 1**  
 under Master Lease Purchase Agreement dated September 19 2023

#	Product Description	Qty
1	<p><b>13-inch MacBook Air: Midnight (Packaged in a 5-pack)</b>                      Part Number Z16A  <b>Configuration:</b></p> <ul style="list-style-type: none"> <li>• 065-CCJT Apple M2 chip with 8-core CPU, 8-core GPU, 16-core Neural Engine</li> <li>• 065-CCJX 16GB unified memory</li> <li>• 065-CCL1 512GB SSD storage</li> <li>• 065-CD7F 30W USB-C Power Adapter</li> <li>• 065-CCLY 1080p FaceTime HD camera</li> <li>• 065-CCM0 Two Thunderbolt / USB 4 ports</li> <li>• 065-CCM1 MagSafe 3 charging port</li> <li>• 065-CCM2 13.6-inch Liquid Retina display with True Tone</li> <li>• 065-CD5W None</li> <li>• 065-CD0F Backlit Magic Keyboard with Touch ID – US English</li> <li>• 065-CD0Y Accessory Kit</li> </ul>	1,000
2	<p><b>4-Year AppleCare+ for Schools 13-inch MacBook Air (M2) (no service fees)</b>                      Part Number SEY12LL/A</p>	1,000
3	<p><b>Brenthaven 360 case for MacBook Air 13-in. (M2) – Special 5-pack Pricing (contains qty. 5 HQ7C2ZM/A)</b>                       Part Number BVRL2LL/A   <b>Brenthaven 360 case for MacBook Air 13-in. (M2)</b>                      Part Number: HQ7C2ZM/A                      Quantity: 1,000</p>	200
4	<p><b>APS MB DEPLOY SVC W/ DEPLOYASSIST-USA</b>                      Part Number D9284LL/A</p>	1,000

*The above Equipment includes all attachments and accessories attached thereto and made a part thereof.*

**EXHIBIT B**

**ACCEPTANCE CERTIFICATE**

**Re: Schedule No. 1, dated September 19 2023, (the "Schedule") to Master Lease Purchase Agreement, dated as of September 19 2023, between Apple Inc., as Lessor, and Putnam County School District, as Lessee.**

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.

Payee Name: Apple Inc

<u>Description or Invoice #</u>	<u>\$ Amount</u>
---------------------------------	------------------

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third party integrator, and is accepted by Lessee on the date hereof.
- (2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.
- (3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.
- (4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

**PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)**

LESSEE: **Putnam County School District**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)**

LESSEE: **Putnam County School District**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**PLEASE RETURN PAYMENT REQUEST TO:**  
APPLE INC. ~ 8377 East Hartford Drive, Suite 115 ~ Scottsdale, AZ 85255

**EXHIBIT C**

RESOLUTION NO. \_\_\_\_\_ OF Putnam County School District  
 AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY  
 OF A MASTER LEASE PURCHASE AGREEMENT;  
 AND APPROVING THE EXECUTION AND DELIVERY OF  
 SCHEDULE NO. 1 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Putnam County School District (the "School District"), is authorized by the laws of the state of Tennessee (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 1 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE [GOVERNING BODY] AS FOLLOWS:

**Section 1.** The School District hereby authorizes and approves the execution and delivery of the Master Lease;

**Section 2.** The School District hereby authorizes and approves the execution and delivery of Schedule No. 1 to the Master Lease in an amount not to exceed \$1,672,950.00 for the purpose of financing the costs of the acquisition and installation of the Project;

**Section 3.** The persons of the School District listed below (each an " Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title

**Section 4.** The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

**Section 5.** The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

**Section 6.** All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE [GOVERNING BODY] ON [DATE OF RESOLUTION].

\_\_\_\_\_  
 Signatory

Attest: \_\_\_\_\_  
 District Clerk

**EXHIBIT D**

**BANK QUALIFIED DESIGNATION**

**Schedule No. 1 to Master Lease Purchase Agreement Dated September 19 2023**

**Lessee hereby represents and certifies the following (please check one):**

**Bank Qualified [if Bank Qualified, also check the box on Line 39 of IRS Form 8038-G]**

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the September 19 2023 calendar year will not exceed \$10,000,000.]

**Non-Bank Qualified [if Non-Bank Qualified, do not check the box on Line 39 of IRS Form 8038-G]**

Check this box if Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

**LESSEE: Putnam County School District**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**EXHIBIT E**

**LEASE PAYMENT INSTRUCTIONS**

Pursuant to the Master Lease Purchase Agreement dated September 19 2023 (the "Master Lease"), Schedule No. 1, between Apple Inc. (the "Lessor") and Putnam County School District (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

**LESSEE NAME:** \_\_\_\_\_

**TAX ID#:** \_\_\_\_\_

**INVOICE MAILING ADDRESS:** \_\_\_\_\_

Mail invoices to the attention of: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Approval of Invoices required by: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Processing time for Invoices: \_\_\_\_\_ Approval: \_\_\_\_\_ Checks: \_\_\_\_\_

**Do you have a Purchase Order Number that you would like included on the invoice?** No \_\_\_ Yes \_\_\_ PO# \_\_\_

**Do your Purchase order numbers change annually?** No \_\_\_ Yes \_\_\_ Processing time for new purchase orders: \_\_\_\_\_

**LESSEE: Putnam County School District**

**SIGNATURE:** X \_\_\_\_\_

**NAME / TITLE:** X \_\_\_\_\_

**DATE:** X \_\_\_\_\_

**EXHIBIT F**

**INSURANCE COVERAGE REQUIREMENTS**

**Putnam County School District**

***Please forward to your insurance provider***

- 1) Property Damage & Loss Coverage -
  - a) "All Risk" Physical Damage & Loss Insurance
  - b) Include: Policy Number, Effective Date and Expiration Date
  - c) **APPLE INC. and its Assigns** named "Loss Payee"
  - d) Endorsement giving 30 days written notice of any changes or cancellation.LIMITS: The full replacement value of the equipment.

- 2) The Certificate Holder should be named as follows:

**APPLE INC. and its assigns**  
8377 East Hartford Drive, Suite 115  
Scottsdale, AZ 85255

**FOR SELF INSURANCE:**

Self-insurance is only permitted **with Lessor's prior written consent**. If Lessee intends to self-insure for the policies described above, Lessee should contact Lessor immediately to discuss its self-insurance program. If Lessor consents to Lessee's self-insurance program, Lessee agrees to provide a letter on Lessee's letterhead, addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Schedule under the Master Lease, briefly describe the program, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

**EXHIBIT G**

**INCUMBENCY CERTIFICATE**

**Schedule No. 1 to Master Lease Purchase Agreement dated September 19 2023**

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: **Putnam County School District**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)**

## Instructions for 8038-G:

Updated for use with October, 2021 form

The below described lines need to be completed by the Lessee:

**Line 2:**

**Enter the EIN number of the Issuer (Lessee)**

An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at [www.irs.gov](http://www.irs.gov). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Lines 10a and 10b:**

**Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information**

If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.

**Line 39:**

**Bank Qualified Designation**

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2023 will not exceed \$10,000,000.]

**Lines 41a-41d and 42:**

**Hedges**

If the issuer (Lessee) has identified a hedge, this section must be completed.

**Line 43:**

**Written procedures regarding Remediation of Non-Qualified Bonds**

Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).

**Line 44:**

**Written procedures to monitor Section 148 of the Code**

Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).

**Lines 45a and 45b:**

**Reimbursement**

If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]

**Signature and Consent:**

**Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.**

**Information Return for Tax-Exempt Governmental Bonds**

(Rev. October 2021)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name <b>Putnam County School District</b>		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <b>1400 East Spring Street</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>Cookeville TN 38506</b>		7 Date of issue <b>September 19, 2023</b>
8 Name of issue <b>Schedule No. 1 dated 9/19/2023 to Master Lease Purchase Agreement dated 9/19/2023</b>		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a

<b>Part II Type of Issue (Enter the issue price.)</b> See the instructions and attach schedule.	
11 Education . . . . .	11 \$1,636,228.92
12 Health and hospital . . . . .	12
13 Transportation . . . . .	13
14 Public safety . . . . .	14
15 Environment (including sewage bonds)	15
16 Housing . . . . .	16
17 Utilities . . . . .	17
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a . . . . .	<input type="checkbox"/>
b If bonds are BANs, check only box 19b . . . . .	<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box . . . . .	<input checked="" type="checkbox"/>

<b>Part III Description of Bonds.</b> Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/19/2026	\$ 1,636,228.92	\$ n/a	3.0 years	1.5000 %

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>	
22 Proceeds used for accrued interest . . . . .	22
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23
24 Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24
25 Proceeds used for credit enhancement . . . . .	25
26 Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .	27
28 Proceeds used to refund prior taxable bonds. Complete Part V . . . . .	28
29 Total (add lines 24 through 28) . . . . .	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30

<b>Part V Description of Refunded Bonds.</b> Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
<b>c</b>	Enter the name of the GIC provider ▶ _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
<b>c</b>	Enter the EIN of the issuer of the master pool bond ▶ _____		
<b>d</b>	Enter the name of the issuer of the master pool bond ▶ _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶		<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ _____		
<b>c</b>	Type of hedge ▶ _____		
<b>d</b>	Term of hedge ▶ _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . . ▶		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
<b>b</b>	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative _____		Date _____		
			Type or print name and title _____		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Gina Victor				PO1703979
	Firm's name ▶ Pinnacle Public Finance			Firm's EIN ▶	27-3119149
	Firm's address ▶ 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255			Phone no.	480-419-4800



**Financial Services**  
Education Finance

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**Lessee:** Putnam County School District

**Attention:** Accounts Payable

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**Invoice Number:** First Payment / 103749  
**Invoice Due Date:** 9/19/2023  
**Amount Due:** \$418,237.50

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**Equipment Description:** Apple Computer Equipment

**Customer Reference Number:** MLA# 1472-1-103749

Payment Number	Amount Due
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1	\$418,237.50
---	--------------

**Remit to:**

**Apple Financial Services**  
P.O. Box 028549  
Miami, FL 33102-8549

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**Keep top portion for your records**

---

**Please detach bottom portion and return with your payment.**

## **Apple Financial Services**

**Remit to:**

**Apple Financial Services**  
P.O. Box 028549  
Miami, FL 33102-8549

**Invoice Number:** First Payment / 103749

**Due Date:** 9/19/2023

**Amount Due:** \$418,237.50



# Cookeville High School

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



Wednesday, August 23, 2023

Putnam County Board of Education

Cookeville High School would like to request the permission to grant Mr. Brian Rohr to receive a third supplement for the 2023-2024 school year. He coaches boys and girls tennis at Cookeville High School and also Prescott South Middle School's tennis team.

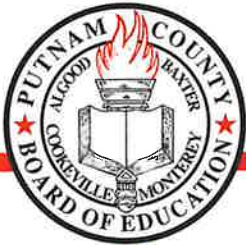
Thank you

  
Max Petett

RECEIVED AUG 29 REC'D  
DP

received  
08-29-23  


 world school



# PUTNAM COUNTY SCHOOL

EXHIBIT  
VI F. 18.  
09/07/23

ENGAGE INSPIRE ACHIEVE

To: Sharon Reid, PCSS Board Secretary

From: Chris Pierce, PCSS Save Act Coordinator

Date: 8/29/23

RE: 2023 Public Schools Security Grant Signature Page

Ms. Reid,

*Approval of*

~~Please ask for the PCSS Board Chairperson and the PCSS Director of Schools to sign the attached Assurances page to help satisfy the Public Schools Security Grant submission requirements.~~ The completed grant application is to be submitted before September 29, 2023 and a signed assurances page is part of the submission process.

*Assurances page*

*to help satisfy the grant submission process requirements.*

Respectfully submitted,


Chris Pierce  
PCSS Save Act Coordinator

received  
08-29-23

**ASSURANCES**  
**2023-24**

By signing below, I certify that all the information provided is accurate and complete to the best of my knowledge. Furthermore, I certify that our District will comply with the following:

- All reporting requirements included in [Tenn. Code Ann. § 49-6-4302](#) and the SAVE Act, codified at [Tenn. Code Ann. §§ 49-6-801-49-6-816](#);
- All action steps for implementation of the SAVE Act provided by the Department of Education, including the requirement that significant changes to the district's Emergency Operation Plans be forwarded to the Department of Education;
- All training requirements for administrators, staff and students on district and school level Emergency Operation Plans as determined by the Department of Education,
- The requirement in the SAVE Act that a copy of the district and school level Emergency Operation Plans be submitted to local law enforcement agencies and other appropriate entities; and
- The Teacher Discipline Act codified in Tenn. Code Ann. §§ [49-6-2801 et seq.](#)

School Board Chairman *Signature of Assurances:	
Director of Schools *Signature of Assurances:	
SAVE Act Coordinator *Signature of Assurances:	
Target Date For Completion of All Action Items:	May 24, 2024
Today's Date:	August 22, 2023



Tennessee Department of Education  
Office of School Safety and Transportation

## SAVE Act Compliance Package

The below items are due in ePlan by **September 29, 2023**

For Questions Contact: Kimberly Daubenspeck  
Kimberly.Daubenspeck@tn.gov or (615) 970-2418

District-Level and School-Level Emergency Operations Plan (EOP) <i>ePlan</i>	<input type="checkbox"/>
District and School-Level Safety Coordinators and Emergency Contact Information Spreadsheet <i>ePlan</i>	<input type="checkbox"/>
Assurances and Cover Sheet (Signatures of the School Board Chairman, Director of Schools, and SAVE Act Coordinator) <i>ePlan</i>	<input type="checkbox"/>
2022-2023 School Drill Logs <i>ePlan</i>	<input checked="" type="checkbox"/>

### Individual Submitting Compliance Package

Local Education Agency:	<i>Pulnam County Board of Education</i>
Name:	<i>Chris Pierce</i>
Title:	<i>Attendance Supervisor / Save Act Coordinator</i>
Address:	<i>1400 East Spring Street</i>
Address Continued:	<i>Cookeville TN 38506</i>
Phone:	<i>931-526-9777</i>
Fax:	<i>931-528-0158</i>
Email Address:	<i>pierce.b2@pcsstn.com</i>



PCSS Board Agenda Request

Date: August 30, 2023

Department: Maintenance

Person Submitting: John Magura

Account Number (If appropriate)

Check one:

Backup include

Backup to follow

Statement to be included in the Board Agenda Packet:

Consider the approval to enter into an agreement with Johnson Controls, Franklin, TN for a service agreement at Cookeville High School in the amount of \$19,158.00 for year 1 and the option for request to renew for two additional years at \$20,500.00 for year two and \$21,935.00 for year three to be paid from 141-72620-399, other Contracted Services.

received  
08-30-23  
JCM



## Renewal Proposal for COOKEVILLE HIGH SCHOOL CHILLERS PSA 2024 YR 1 OF 3

1 message

**Terri F Ray** <Terri.F.Ray@jci.com>

Mon, Aug 7, 2023 at 7:00 AM

To: "maguraj@pcsstn.com" <maguraj@pcsstn.com>

Cc: David W Oxley <David.Oxley@jci.com>, Jordan Godsey <jordan.godsey@jci.com>

John,

We are approaching the end of your planned service agreement term. I've attached our proposal to renew your services.

Please respond with the signed document and your purchase order, if required by your organization, at least thirty (30) days prior to your current agreement expiration so we can ensure timely processing and no delay in services. If you prefer to use an electronic signature option, please let me know and I can send that to you through Adobe Sign. I will need the signers name and email address.

If providing a Purchase Order, please include reference to the estimate number and the multi-year term dates, even if you are only providing the PO for Year 1 and require new PO's each year. Otherwise we are unable to lock in our multi-year pricing offer and rates will be subject to change in subsequent years.

We look forward to hearing from you and continuing to service your facilities.

Renewing Agreement Name:	COOKEVILLE HIGH SCHOOL CHILLERS PSA 2024 YR 1 OF 3
Expiring Agreement Number:	1-122583394597
Estimate Number:	1-1N6CFOAM
This period of term Start Date:	11/1/2023
This period of term End Date:	10/31/2026
Current Year Pricing	\$19,158.00
Year 2	\$20,500.00

Year 3	\$21,935.00
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Regards,

**Terri F Ray** | HVAC Customer Service Representative

**Johnson Controls Inc**

( 615-771-1375 | Mobile: 615-653-5969 | Fax: 615-771-7979 | \*Terri.F.Ray@jci.com

**Chattanooga Market 24 Hr Service Line: [866-707-3203](tel:866-707-3203)**

Non-urgent requests and all purchase orders can be emailed to: [JCI-HVAC-CHATTANOOGA-SERVICE@JCI.COM](mailto:JCI-HVAC-CHATTANOOGA-SERVICE@JCI.COM)

**Nashville Market 24 Hr Service Line: [866-825-8866](tel:866-825-8866)**

Non-urgent requests and all purchase orders can be emailed to: [JCINASHVILLESERVICE@JCI.COM](mailto:JCINASHVILLESERVICE@JCI.COM)

*This email may contain sensitive information, proprietary to Johnson Controls, Inc. It is intended solely for use by the individuals to whom it is addressed. Do not forward, distribute or copy the attachment to an unsecured location / device. If you believe you have received this message in error, please notify the sender immediately and delete the message.*

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 2023-2026 Cookeville High School Chillers.pdf  
398K

# Johnson Controls planned service proposal

## Prepared for COOKEVILLE HIGH SCHOOL

Customer  
COOKEVILLE HIGH SCHOOL

Local Johnson Controls Office  
320 PREMIER CT S STE 213  
FRANKLIN, TN 37067-8252

Agreement Start Date:  
11/01/2023

Proposal Date  
08/04/2023

Estimate No:  
1-1N6CFOAM



## Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

**With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.**



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

## Executive summary

Planned service proposal for COOKEVILLE HIGH SCHOOL

Dear JOHN MAGURA,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years starting 11/01/2023 and ending 10/31/2026.
- The agreement price for first year is \$19,158.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

David Oxley  
Service Manager  
(866) 825-8866

**The power behind your mission**

## Planned Service Agreement

Customer Name : COOKEVILLE HIGH SCHOOL  
Address: 2335 N WASHINGTON AVE COOKEVILLE, TN 38501-4889  
Proposal Date: 08/04/2023  
Estimate #: 1-1N6CFOAM

### Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

### Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

### Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

### Term / Automatic Renewal

This Agreement takes effect on 11/01/2023 and will continue until 10/31/2026 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

### Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

**Price and Payment Terms**

The total Contract Price for JCI's Services during the first year of the Original Term is \$19,158.00. This amount will be paid to JCI in advance in Quarterly installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location: PUTNAM COUNTY SCHOOL SYSTEM  
 1400 E SPRING ST  
 COOKEVILLE, TN 38506-4313

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

• PO is required to facilitate billing:

No: This signed contract satisfies requirement

YES: Please reference this PO number :

• AR Invoices are accepted via e-mail:

YES: E-mail address to be used :

No: Please submit invoices via mail

No: Please submit via :

**This proposal is valid for thirty days from the proposal date.**

**JOHNSON CONTROLS Inc.**

JCI Manager:

Customer Manager:

JCI Manager Signature:

Customer Manager Signature:

Title:

Date:

Title:

Date:

JCI Branch: **JOHNSON CONTROLS NASHVILLE TN CB - 0N74**

Address: **320 PREMIER CT S STE 213**

**FRANKLIN, TN 37067-8252**

Branch Phone: **(866) 825-8866**

Branch Email:

**Schedule A - Equipment List**

<b>COOKEVILLE HIGH SCHOOL</b>	<b>2335 N WASHINGTON AVE COOKEVILLE, TN 38501-4889</b>
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**Product: Chiller, Solid State Starter (SSS), Low Voltage with Coolant, 511-850 FLA**

Quantity: 2

Coverage Level: Basic

**Services Provided**

- 3 Operational
- 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
CHILLER 1 SOLID STATE STARTER	JCI_YORK	SSS26L-46A	00761HO695
CHILLER 2 SOLID STATE STARTER	JCI_YORK	SSS26L-46A	00322HO795

**Expert Tier**

**Product: Chiller, Water Cooled, Low Pressure Centrifugal, 450-799 Tons**

Quantity: 2

Coverage Level: Basic

Anticipated Connected Date: 11/01/2023

**Services Provided**

- 1 Oil Sample and Analysis
- 1 Vibration Analysis
- 1 Refrigerant Leak Check (during comprehensive maintenance)
- 3 Operational (Connected)
- 2 Operational (Connected - Remote)
- 1 Gantry Setup (preparation for water box head removal)
- 1 Connected Service Technology and Support (Required for Connected Services)
- 1 Condenser Tube Brushing (removal and replacement of one head only)
- 1 Comprehensive (Connected)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
CHILLER 1 YORK / YTL4M6F1-CTG / GGDM240965 Chiller	JCI_YORK	YTL4M6F1-CTG	GGDM240965
CHILLER 2 York / YTL4M6F1-CTGS / GGDM230960 Chille	JCI_YORK	YTL4M6F1-CTG	GGDM230960

**Expert Tier**

**Product: Connected Services Internet Connectivity**

Quantity: 1

Coverage Level: Basic

Anticipated Connected Date: 11/01/2023

**Services Provided**

- 1 Cellular Data Service - US

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
---------------------	---------------------	----------------	-----------------

**Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)**

<b>Year</b>	<b>Total Annual Dollar Amount</b>	<b>Payment Frequency</b>
Year1	\$19,158.00	Quarterly
Year2	\$20,500.00	Quarterly
Year3	\$21,935.00	Quarterly

**Special Additions and Exceptions**

This agreement includes the following discounts on additional labor and material work outside the scope of the contract. Discounts apply to current pricing and rates and are subject to renegotiation.

**Labor**                    15%

**Discount:**

Does not include repair labor or repair material.  
Does not include overtime labor.

**TERMS AND CONDITIONS  
DEFINITIONS (REV 4/22)**

**DIGITAL ENABLED SERVICES** mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

**CONTRACT PRICE** means the price that Customer shall pay to JCI for the Services.

**COVERED EQUIPMENT** means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

**EQUIPMENT FAILURE** means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

**PREMISES** means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

**REMOTE MONITORING SERVICES** means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

**REMOTE OPERATIONS CENTER (ROC)** is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

**REMOTE OPERATING SERVICES** means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

**REPAIR LABOR** is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

**REPAIR MATERIALS** are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

**SCHEDULED SERVICE MATERIALS** are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

**SCHEDULED SERVICE VISITS** are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

**SERVICES** are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

**A. JCI'S SERVICES FOR COVERED EQUIPMENT**

**1. BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

**2. PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

**3. EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

**4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

**5. CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

**B. OUT OF SCOPE SERVICES**

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, and Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "Customer Terms"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at [www.johnsoncontrols.com/customerterms](http://www.johnsoncontrols.com/customerterms).

**C. EXCLUSIONS**

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

**D. PAYMENT TERMS; PRICE ADJUSTMENTS**

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or

remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

#### **E. WARRANTIES**

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

#### **F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI**

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:
  - (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
  - (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
  - (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
  - (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
  - (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
  - (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
  - (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
  - (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
  - (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
  - (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
  - (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
  - (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
  - (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;
  - (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or

municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

#### G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

#### H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

#### I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

#### J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

#### K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration

rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

#### L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

#### M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

#### N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

#### O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

#### P. DIGITAL ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be liable for any injury, loss or damage caused by any act of omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

#### Q. JCI DIGITAL SOLUTIONS

**JCI Digital Solutions.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

#### R. Privacy.

**1. JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply.

**2. JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

#### S. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via

the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

8. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

9. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

#### ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

**1. Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

**2. Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

**3. Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

**4. False/Unnecessary Alarms; Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit

caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

**5. Remote Monitoring of Video Monitoring Services.** During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

**a. Inception and conclusion of service.** Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

**b. Customer Equipment.** Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

**c. System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

**d. Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

**e. Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

**f. Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have

no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. **Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

**CUSTOMER ACCEPTANCE**

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

**This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.**

[END OF DOCUMENT]





# Putnam County Board of Education Agenda Request

Name of Person Making Request: Judy Schinbeckler

Department: Educator Support

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

Account Funding Code (if appropriate)

Backup included

Backup to follow

Consider approval of the following for the September ~~27~~<sup>28</sup>th, 2023  
BOE meeting:

a renewal (Year #2) of the Student Teaching Affiliation Agreement  
between Roane State Community College and the Putnam County  
School System effective July 1st, 2023 through June 30th, 2024  
leaving an option to <sup>Request</sup>renew for an additional three years.

  
\_\_\_\_\_  
Signature of Person Making Request

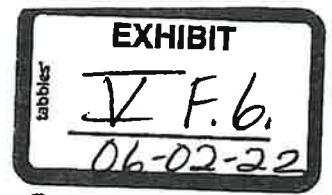
8-30-23

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Director of Schools

\_\_\_\_\_  
Date

**received**  
08-30-23  
AK



BOE approved  
Speed

# Putnam County Board of Education Agenda Request

Name of Person Making Request: Dr. Sharon Griggs

Department: Teaching and Learning

Phone Number of Person Making Request: (931) 526-9777 ext, 1425

Account Funding Code (If appropriate) \_\_\_\_\_

\_\_\_\_\_ Backup included

\_\_\_X\_\_\_ Backup to follow

Sharon -  
Please submit  
signed finalized  
copy to us for our  
records  
Thanks  
Sharon

Consider approval of the following for the June 2, 2022 BOE meeting:

- Student Teaching Partnership Agreement between Roane State Community College and Putnam County Schools effective 7-1-2022 / 6-30-2023 with the option to request renewal for an additional four years.

*Dr. Sharon Griggs*

*5/18/22*

Signature of Person Making Request

Date

Signature of Direct of Schools

Date

*[Signature]*

Signature of School Board Chairperson

Date

05-18-22  
Received

**CLINICAL AFFILIATION AGREEMENT BETWEEN ROANE STATE COMMUNITY COLLEGE  
AND PUTNAM COUNTY SCHOOL SYSTEM**

This Agreement is made this 1<sup>st</sup> day of June, 2022, by and between Roane State Community College, hereinafter referred to as "Institution" and Putnam County School System, hereinafter referred to as "Affiliate".

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

I. Purpose - the purpose of this Agreement shall be to provide clinical experience to students enrolled in the Occupational Therapy Assistant (OTA) or Physical Therapist Assistant (PTA) program of the Institution.

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

B. The clinical experience shall be provided at the Affiliate's Facility located at 1400 East Spring Street, Cookeville, Tennessee, 38506, or at any of the affiliate's associated facilities, hereinafter referred to as "Facility".

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

Clinical experience under the direct supervision of a licensed Physical Therapist or Physical Therapist Assistant to include treatment techniques in the following areas: orthopedic, neurological, medical, and surgical as limited by patient/client availability. Other experiences may include written medical record documentation and related pertinent activities.

And/or

Fieldwork experience under the general supervision of a Registered Occupational Therapist or a Certified Occupational Therapy Assistant to include treatment techniques in the following areas: psychosocial, developmental, pediatric, geriatric, and/or physical dysfunction as limited by patient/client availability. Other experiences may include written medical record documentation and related pertinent activities. On-site supervision may also be provided by qualified, professional personnel currently licensed or credentialed in his or her field of expertise.

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

A. Term - the term of this Agreement shall be for five years commencing June 1, 2022 and ending May 31, 2027.

Either party may terminate this Agreement upon giving 30 days written notice to the other party. Such termination shall have no effect on students receiving clinical experience during the current academic term.

This Agreement may be renewed with written approval of all parties for a total term of up to five years.

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

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

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

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

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

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

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

To the extent required by federal law, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

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

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

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

It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty/staff member shall not participate at its facility, Affiliate shall so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical program at the Affiliate.

If an Institutional faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical program without the necessity of undergoing an additional background check.

Recognizing that students enrolled in the OTA or PTA program at Institution will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial clinical placement if the student maintains continuous enrollment in the health care program and if the results of the background check are archived by the background check agency.

Institution shall inform students or faculty/staff members excluded from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

(If desired, a list of the checks to be run, along with the disqualifying criteria of the Affiliate can be referenced and affixed as an Addendum.)

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

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

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

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

Signature. This Agreement may be executed in two or more counterparts, each of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

ROANE STATE COMMUNITY COLLEGE

PUTNAM COUNTY SCHOOL SYSTEM

BY Oranie Ward

BY Lynn McHenry

TITLE Vice President of Student Learning

TITLE Board Chair

DATE 6/14/2022

DATE 06-02-22

Approved by TBR: (If required; contracts which materially differ from this form require approval of the Chancellor.) Chancellor Date

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## Fwd: RSCC OTA Level II fieldwork placement spring 2024

1 message

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**Rich, Laura** <richl@pcsstn.com>  
To: Judy Schinbeckler <schinbecklej@pcsstn.com>

Wed, May 10, 2023 at 12:46 PM

Is there anything we need to do to continue this with Roane State?

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

**From:** Ayo, Cindy E <ayoce@roanestate.edu>  
**Date:** Wed, May 10, 2023 at 9:18 AM  
**Subject:** RSCC OTA Level II fieldwork placement spring 2024  
**To:** Enochs, Denise <enochsd@pcsstn.com>  
**Cc:** schinbeckle@pcsstn.com <schinbeckle@pcsstn.com>, richl@pcsstn.com <richl@pcsstn.com>, elizabeth.reeder@pcsstn.com <elizabeth.reeder@pcsstn.com>

Good morning Denise,

That is great news. I look forward to hearing from all parties involved in order to move forward with this fieldwork placement.

Thank you!

Cindy Ayo, OTD, OTR/L  
OTA Academic Fieldwork Coordinator  
Roane State Community College  
865-354-3000, ext. 2222

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**From:** Enochs, Denise <enochsd@pcsstn.com>  
**Sent:** Wednesday, May 10, 2023 10:16 AM  
**To:** Ayo, Cindy E <ayoce@roanestate.edu>  
**Cc:** schinbeckle@pcsstn.com <schinbeckle@pcsstn.com>; richl@pcsstn.com <richl@pcsstn.com>; elizabeth.reeder@pcsstn.com <elizabeth.reeder@pcsstn.com>  
**Subject:** [EXTERNAL]Re: RSCC OTA Level II fieldwork placement spring 2024

This is an EXTERNAL email. DO NOT CLICK LINKS or ATTACHMENTS in this email unless you recognize the sender.

Yes, I would be happy to.

On Wed, May 10, 2023 at 9:10 AM Ayo, Cindy E <ayoce@roanestate.edu> wrote:

Good morning,

I hope you are having a nice day. First, let me thank all of you for your past support of RSCC OTA program and willingness to accept Tyler for a Level II fieldwork placement with Putnam County Schools this year. This was a fantastic experience for him. I am currently looking for OTA student Level II fieldwork placement for

2024, which is tentatively scheduled for March 4 - April 26. This fieldwork placement is an 8-week rotation at full-time hours. If you could let me know if your facility would be able to accept an OTA student during this rotation.

Thank you in advance for your help in planning for the educational needs of our occupational therapy assistant students and future colleagues.

Sincerely,

Cindy Ayo, OTD, OTR/L  
OTA Academic Fieldwork Coordinator  
Roane State Community College  
865-354-3000, ext. 2222

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--  
*Denise Enochs*  
*Occupational Therapy*  
*Putnam County Schools*

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--  
Laura Rich  
Putnam County Schools  
SPED Consulting Teacher  
(931) 520-2290 Office  
(931) 267-8683 Cell  
[richl@pcsstn.com](mailto:richl@pcsstn.com)

This email and any files transmitted with it contain PRIVILEGED and CONFIDENTIAL information and are to be read and used only by the intended recipient. If you are not the intended recipient of the email or any of its attachments, please be advised that you have received this email in error and that any use, alteration, dissemination, distribution, forwarding, printing, or copying of this email or any attached files is strictly prohibited. If you have received this email in error, please immediately destroy it and all attachments and notify the sender by reply email or contact the sender at the telephone number listed.



9190 Bradford Hicks Dr. Livingston, TN 38570

PH. (931) 823-7345

Proposal for  
Avery Trace Middle School Gymnasium VCT Flooring  
Cookeville, TN.

Attn: Tim Martin

August 25, 2023: Mid-State Construction is pleased to provide the following proposal for the Avery Trace Middle School Gymnasium VCT flooring located in Cookeville, TN. Proposal is based on Site walk Thru with John Magura. Any work not specifically included below is subject to additional pricing.

**Summary of work**

**1. Existing Concrete Flooring Prep:**

- a. Prep existing concrete flooring 4' out from the new wood gym floor the entire perimeter of the new wood gym floor. Approx. 1,200sqft
- b. Skim / Fill low areas in existing concrete to within ¼" or better tolerance of level with new wood gym floor.
- c. Grind high areas in existing concrete to within ¼" or better tolerance of level with new wood gym floor.

**2. VCT Flooring:**

- a. Furnish & Install New VCT tile flooring 4' out and entire perimeter of new wood gym floor. Approx. 1,200 sqft. Color to be chosen by owner.

**TOTAL COST: \$21,000.00**

**Exclusions:**

- 1. Asbestos Abatement and Air quality testing.**
- 2. Transition Strip from new Wood Gym Floor to New VCT Flooring.  
(Gap between Wood Floor and VCT Floor to be maintained for  
Wood Gym Floor Subcontractor to install transition strip / Tmold)**

Michael Petty

Mid-State Construction

(931) 823-7345

**Acceptance of Proposal**

The above scope of work and pricing are satisfactory and hereby accepted.

Signature  Date \_\_\_\_\_



PCSS Board Agenda Request

Date: August 30, 2023

Department: Maintenance

Person Submitting: John Magura

Account Number (If appropriate)

Check one:

Backup included

Backup to follow

Statement to be included in the Board Agenda Packet:

Consider the approval to enter into an agreement with Mid-State Construction, Livingston, TN for floor prep and vinyl composite tile installation at Avery Trace Middle School in the amount of \$21,000.00.00 to be paid from 141-72620-399, other Contracted Services.

received  
08-30-23 [Signature]





9190 Bradford Hicks Dr. Livingston, TN 38570

PH. (931) 823-7345

Proposal for  
Avery Trace Middle School Gymnasium VCT Flooring  
Cookeville, TN.

Attn: Tim Martin

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**Summary of work**

**1. Existing Concrete Flooring Prep:**

- a. Prep existing concrete flooring 4' out from the new wood gym floor the entire perimeter of the new wood gym floor. Approx. 1,200sqft
- b. Skim / Fill low areas in existing concrete to within  $\frac{1}{4}$ " or better tolerance of level with new wood gym floor.
- c. Grind high areas in existing concrete to within  $\frac{1}{4}$ " or better tolerance of level with new wood gym floor.

**2. VCT Flooring:**

- a. Furnish & Install New VCT tile flooring 4' out and entire perimeter of new wood gym floor. Approx. 1,200 sqft. Color to be chosen by owner.

**TOTAL COST: \$21,000.00**

**Exclusions:**

- 1. Asbestos Abatement and Air quality testing.**
- 2. Transition Strip from new Wood Gym Floor to New VCT Flooring.  
(Gap between Wood Floor and VCT Floor to be maintained for  
Wood Gym Floor Subcontractor to install transition strip / Tmold)**

Michael Petty

Mid-State Construction

(931) 823-7345

**Acceptance of Proposal**

The above scope of work and pricing are satisfactory and hereby accepted.

Signature  Date \_\_\_\_\_



## PCSS Board Agenda Request

Date: August 30, 2023

Department: Maintenance

Person Submitting: John Magura

Account Number (If appropriate)

Check one:

Backup include

Backup to follow

Statement to be included in the Board Agenda Packet:

Consider the approval to enter into an agreement with Charles Stone Heating & Cooling, Cookeville TN for the replacement of RTU #2 at Sycamore Elementary in the amount of \$17,306.00 to be paid from 141-72620-399, other Contracted Services.

received  
08-31-23  
JK



## Quotes for replacement of RTU # 2 @ Sycamore Elementary

Simmons, Tony <tony.simmons@pcsstn.com>  
To: John Magura <maguraj@pcsstn.com>

Fri, Aug 25, 2023 at 1:55 PM

John ..... Attached to this email are 2 quotes for replacement of RTU #2 at Sycamore Elementary. The two are from StoneHeating and Cooling and CHC Heating and Cooling. Lee Company was also invited ,but did not show up for the meeting. They have also failed to respond to my additional efforts to contact them.Let me know your thoughts and how you would like to proceed .....Thanks .Tony

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

From: Logan Selby <lselby@chccompanies.com>  
To: "Simmons, Tony" <tony.simmons@pcsstn.com>  
Cc:  
Bcc:  
Date: Fri, 25 Aug 2023 18:12:30 +0000  
Subject: Sycamore 10-ton RTU Quote

Good afternoon Tony,

I have attached the quote to replace the 10-ton RTU at Sycamore that we looked at on Wednesday. If you have any questions or need anything else, please let me know.

Thanks,

Logan Selby

**Business Development**

931-319-5825 Cell

lselby@chccompanies.com

WE ARE MAKING THIS REQUEST BECAUSE THE 20+ YEAR OLD EQUIPMENT HAS ISSUES AND IS ONLY RUNNING AT ABOUT 50% OF ITS CAPACITY. IT WOULD TAKE APPROXIMATELY \$7,000 TO REPAIR IT AND THAT DOESN'T MAKE SENSE WITH A MACHINE THAT OLD. THIS UNIT TAKES CARE OF A BLOCK OF 6-7 CLASSROOMS AND A HALLWAY.



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

From: Steele Shipley <sshopley@stonemech.net>



## Charles Stone Heating & Cooling, LLC

Mechanical Contractor

---

PO Box 49293  
Cookeville, TN 38506  
Phone (931)526-5023  
Fax (931)526-8870

**Date:** August 23, 2023

**Quote good for 15 days.**

**To:** Putnam County Schools

**Att:** Tony Simmons

**Re:** Sycamore Elementary School / RTU Replacement  
Mod# YCD120C3MBAC Ser# P25102790D

We appreciate the opportunity to quote the replacement for the above-referenced project.

Based upon our conversation we are offering to furnish and install the following for your consideration:

Supply all equipment, material, and labor to install and start up Trane RTU.

Qty: 1 Tag(s): PREC-1 DX Cooling / Mod# YSJ120A3SOL

- Gas Heat Standard Efficiency
- R-410A 10 Ton
- 208-230/60/3
- Symbio 700 Low Gas Heat
- UPG Rooftop Adapter Curb Accessories

Your total installation price includes all applicable taxes and full coverage insurance.

**Installation: \$17,306.00**

Equipment Lead Time: 3 days.

Additional Options:

1. Manual Outside Damper 0-25% / \$291.87
2. 0-100% Economizer Dry Bulb Control / \$1,844.37
3. Pivot Smart Thermostat / \$378.81

Should you have any questions regarding the quotation, please feel free to call.

Sincerely,

*S. Steele Shipley*

S. Steele Shipley

Charles Stone Heating & Cooling, LLC

**License:** #3712

**Expiration:** 11/30/23

**Limit:** Unlimited

**Classification:** CMC, MU-A, Medical Gas



**QUOTE**  
**Number 2475**

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

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

SYCAMORE ELEMENTARY SCHOOL  
452 ELLIS AVE  
COOKEVILLE, TN 38501

QUOTE DATE	FOR	PAGE
8/24/2023	Replace 10-ton RTU	1

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

**Trane 10-Ton RTU**  
**Model# YCD120C3MBAC**  
**Serial# P25102790D**

- Replace a 10-ton Trane RTU with a new 10-ton Trane RTU
- Remove old unit and set new one in place on existing roof curb with a curb adapter
- Reconnect to existing electrical circuit and gas piping
- Start up system and test operations
- Warranty is (5) years compressor (1) year parts and labor**

The new unit quoted is a Trane Precedent with electro mechanical controls  
Per Trane parts are not available for their standard Foundation units at this time  
This unit will be connected back to the buildings current controls system (KMC)

**Precedent equipment is currently available with a (5-7) day lead time**

**TOTAL AMOUNT      \$19,550.00**

**If customer requires the disconnect to be replaced the additional charge is \$950.00**

**WE SINCERELY APPRECIATE YOUR BUSINESS!**

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

Signature of Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title (Please Print): \_\_\_\_\_

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

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





# Burks Elementary School

Heather Tinch, Principal  
Diana Cook, Assistant Principal

EXHIBIT

tabbles  
VI F.23  
09-07-23

August 30, 2023

To the Putnam County School Board Members:

I would like to request that the following be placed on the September 7th, 2023 board meeting agenda as follows:

- a. Approval of the Memorandum of Understanding (MOU) requested from Burks Elementary School to begin a partnership between Advanced Education Research and Development Fund and Putnam County School System (Burks Elementary School) to work towards the collective goals of the Reading Reimagined Program, as submitted.
- b. Approval of the Gift Agreement requested from Burks Elementary School to receive technology needed to implement digital tools in a partnership between Advanced Education Research and Development Fund and Putnam County School System (Burks Elementary School) to be utilized towards the collective goals of Reading Reimagined, as submitted.
- c. Approval of Data Sharing Agreement requested from Burks Elementary School to collect data based on the digital tools utilized for the project in the partnership between Advanced Education Research and Development Fund and Putnam County School System (Burks Elementary School) to work towards the collective goals of the Reading Reimagined Program, as submitted.

Respectfully submitted,

Diana J. Cook

Assistant Principal, Burks Elementary School

[dcook2@pcsstn.com](mailto:dcook2@pcsstn.com)

received  
08-30-23





# Burks Elementary School

Heather Tinch, Principal  
Diana Cook, Assistant Principal

August 30, 2023

To Whom It May Concern:

Burks Elementary would like to partner with Reading Reimagined to pilot a supplemental, evidenced based digital learning tool this 2023-2024 school year. This program would be used in the before and after school 21st Century program with up to 20 economically disadvantaged and ESL kindergarten students, identified through our district's universal screener.

The digital tool that Reading Reimagined is currently developing would support articulation of sounds, letter sound correspondences, and letter formation through a combination of explicit instruction, practice and games. *This program would not be utilized until after students have been explicitly taught their sounds in their Tier 1 CKLA Skills class. It would only be used in the 21st Century Program.*

In order for us to access this digital tool, Reading Reimagined would like to gift Burks Elementary School with 20 i-Pads, a charging cart, stylus pens, as well as any other additional materials that students would need to successfully access the program. Students would be progress monitored using the ROAR assessment.

Attached are all documents that pertain to this request from Reading Reimagined. Please do not hesitate to reach out to Diana Cook, Assistant Principal and Site Coordinator for Burks Elementary, if you have any additional questions or concerns. We are excited at the prospect to partner with Reading Reimagined and to further support literacy instruction and the science of reading at Burks. I appreciate your consideration of this partnership and request.

Respectfully submitted,

Diana J. Cook  
Assistant Principal, Burks Elementary School  
[dcook2@pcsstn.com](mailto:dcook2@pcsstn.com)



[SCHOOL OFFICIAL LETTERHEAD]

## Letter of Agreement

[Date]

To the Stanford Institutional Review Board (IRB):

I am familiar with Dr. Jason Yeatman's research project entitled "Development of Reading Ability."

I understand [name of school]'s involvement to be:

1. Sharing the research study opportunity with families.,
2. Administering the assessment in the classroom.
3. Providing educational records to answer the study's research questions.]

Additionally, the research team has committed to:

1. Sharing score reports back with the school.
2. Fielding questions that arise from teachers/staff/parents about the study.
3. Working with the school district to interpret and visualize the data.

I understand that this research will be carried out following sound ethical principles and that participant involvement in this research study is strictly voluntary and provides confidentiality of research data, as described in the protocol. Furthermore, I agree to use the Waiver of Consent for parents to opt their children out of this research. I also understand that this research falls within the FERPA exceptions of: developing, validating, or administering predictive tests and improving instruction.

Therefore, as a representative of [name of school], I agree that Dr. Jason Yeatman's research project may be conducted at our school.

Sincerely,

[Signature]

[Name]

[Title]

[Name of school]





**Study Title:** Development of Reading Ability

**Protocol Director:** Dr. Jason D. Yeatman, Assistant Professor in the Graduate School of Education and Division of Developmental-Behavioral Pediatrics at Stanford University

Dear Parent/Guardian,

Your child's school has partnered with researchers at Stanford University to try out new reading assessments in the classroom. The results will provide the school with more information on students' reading skills that may assist with planning and teaching, and help researchers improve tools for measuring reading development. We invite you to review the study details below.

**Procedures:** During class, your child will be asked to complete short online activities that assess different reading skills such as recognizing words and reading sentences. We may also administer other standardized assessments of reading and cognitive skills. We will link information that we gather on students' skills and behaviors with demographic information and educational records that are routinely collected by your school, and with similar information that we may have collected from previous participation.

**Time Required:** Up to 30 minutes per assessment. Your child's school may administer the assessments multiple times over the course of the academic year for screening or progress monitoring.

**Risks:** There are no foreseeable risks or discomforts to your child in participating in this research.

**Benefits:** There are no direct benefits to you or your child from participating in this study. Information from the study may help the school with planning and teaching.

**Participants' Rights:** You and your child have the right to withdraw consent or discontinue participation at any time. Agreeing or not agreeing to participate in the study will not affect your child's school opportunities in any way.

**Confidentiality:** Your child's assessment results will be shared with your child's school. The confidentiality of data for this study is closely guarded. Your child's individual privacy will be strictly maintained in all published and written data resulting from the study. Identifiers might be removed from data and, after such removal, the information could be used for future research studies or distributed to another investigator for future research studies without additional informed consent from you.

### **Contact Information:**

**Questions:** If you have any questions or concerns about this research, please contact the research team by phone at (650) 497-2583 or email at [readingresearch@stanford.edu](mailto:readingresearch@stanford.edu).

**Independent Contact:** If you are not satisfied with how this study is being conducted, or if you have any concerns, complaints, or general questions about the research or your rights as a participant, please contact the Stanford Institutional Review Board (IRB) to speak to someone independent of the research team at (650) 497-2583 or toll free at 1-866-680-2906. You can also write to the Stanford IRB, Stanford University, 1705 El Camino Real, Palo Alto, CA 94306.

**Permission:** Your child will be included in this study unless you opt them out. If you DO NOT agree to let your child participate in this research, please indicate this at <http://tinyurl.com/roar-opt-out> or contact the research team. Please make sure to provide your child's full name and school.



### **SY23-24 Kindergarten First Foundations Prototyping**

Burks Elementary, Putnam County Public Schools  
300 Crossville Street, Monterey, TN 38574

**Implementation lead:** Diana Cook, AP  
**Participating school(s):** 1 - Burks Elementary  
**# classrooms:** Before/after school program  
**# students:** 20 kindergarten students  
**Prototypes:** First Foundations Alphabet (Fall); First Foundations Kinder (Spring)  
**Timing:** Available week of September 18, 10 weeks, 3x per week, 15-20 min sessions  
**Devices:** 20 ipads, apple care packages, and cases, 40 styluses, 1 charging cart  
**Shipping address:** 300 Crossville Street, Monterey, TN 38574  
**Tech/IT Lead:**

We are thrilled to partner with the Burks Elementary community in the 2023-24 school year to prototype and improve tools to accelerate your learners' foundational literacy learning. We deeply value your partnership and seek to build and maintain a mutually beneficial partnership for your community and for Reading Reimagined that centers the experiences and needs of your learners and educators.

#### **Fall 2023 Overview:**

<b>Purpose</b>	Accelerate kindergarten learners' foundational literacy skills through supplemental, evidenced-based digital learning tools
<b>Tool and content</b>	Self-directed digital tool learners use independently to support their <b>alphabet learning</b> during the first semester of kindergarten: all 26 letter names (upper and lower case), letter-sound correspondences, and letter formation through a combination of explicit instruction, practice & games
<b>Use case</b>	<b>15-20 min 3x week (3 letters per week) for 10 weeks</b> from mid-September (Sept 18 release) through December; supplemental learning during rotations/centers/ independent practice time
<b>Access</b>	Web-based application accessed on iPads with a shortcut app icon; learners login with a username and access code assigned by their teacher
<b>Assessment</b>	Before and after the 10 week session, learners take the Stanford ROAR alphabet assessment (<15 min, online, validated assessments) on iPads



High level timeline for our SY23-24 partnership: **Immediate next steps highlighted in yellow**

<b>June - Aug 2023</b> <i>Formalize Partnership Onboarding</i>	<b>Sept - Dec 2023</b> <i>Launch and Tool Usage</i>	<b>Spring 2024</b> <i>Reflect and Planning Launch and Tool Usage</i>
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <del>Reading Reimagined IRB approval</del> for human factors research—<i>expected in June</i></li> <li><input type="checkbox"/> Finalize and sign <b>partner agreements</b> (MOU, gifting agreement, data sharing agreement) <ul style="list-style-type: none"> <li><input type="checkbox"/> RR shares draft <b>MOU</b> – <i>shared 7/27.23 below; when ready, route through DocuSign for signatures (by 8/9)</i></li> <li><input type="checkbox"/> Partner completes <b>device inventory</b> if any add'l devices are needed</li> <li><input type="checkbox"/> Partner shares any <b>school/district gift policies</b></li> </ul> </li> <li><input type="checkbox"/> RR sends <b>Gifting Agreement</b> for signatures if devices are needed, in compliance with all gift policies</li> <li><input type="checkbox"/> Once gifting agreement is signed, Reading Reimagined <b>purchases devices</b> for delivery to partner site in August for set-up</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Devices set-up, tested, and ready for use</li> <li><input type="checkbox"/> Learner accounts created by teachers (9/8-9/15), after receiving set-up email from Reading Reimagined</li> <li><input type="checkbox"/> Participating educators onboarded and indicate strong readiness for implementation; classroom systems and routines in place</li> <li><input type="checkbox"/> Tech support system operational</li> <li><input type="checkbox"/> Launch First Foundations Alphabet tool (15-20 minutes, 3x week, 10 weeks) 9/18 or after</li> <li><input type="checkbox"/> Qualitative and quantitative data collection (including site visits, observations, interviews, focus groups, surveys) and analysis as agreed upon by Partner and Reading Reimagined</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Review fall data analysis and insights</li> <li><input type="checkbox"/> Plan for spring First Foundations implementation</li> <li><input type="checkbox"/> Launch Spring First Foundations Kindergarten decoding learning experience with additional content</li> <li><input type="checkbox"/> Qualitative and quantitative data collection (including site visits, observations, interviews, focus groups, surveys) and analysis</li> <li><input type="checkbox"/> Plan for K-2 implementation in SY24-25</li> </ul>



<ul style="list-style-type: none"> <li><input type="checkbox"/> Sign <b>Data Sharing Agreement</b> - RR will share draft by <del>Friday 8/4/23</del> Tuesday, 8/8/23</li> <li><input type="checkbox"/> Define partner + Reading Reimagined <b>learning questions and data to be collected</b>, analyzed, and shared</li> <li><input type="checkbox"/> <b>Educator onboarding materials and training</b> provided per partner schedule and timeline (August)</li> </ul>		
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**Formalizing Our Partnership: June-Aug 2023**

To formalize our ongoing partnership for SY23-24, we're preparing the following partnership agreements for review, revision, and to be signed by AERDF/Reading Reimagined and partners::

Partnership agreement	Purpose	Timeline	Signatories
<b>MOU</b> (shared 7.27.23)	Describes the purpose, goals, roles, and terms of our partnership	Signed by September 1, 2023	School and/or District representative  Reading Reimagined Program Director, Rebecca Kockler  AERDF Chief Operating Officer, Beki Bahar-Engler
<b>Gift Agreement</b> to be shared once inventory is complete	Inventory - specify numbers of devices and accessories needed for the partnership  Gifting agreement - confirm partner can receive specified devices in accordance	Signed by September 1, 2023; must be in compliance with all district gifting policies	School and/or District representative  Reading Reimagined Program Director, Rebecca Kockler  AERDF Chief Operating Officer, Beki Bahar-Engler



	with all policies (if >\$1,000 UCPS requires School Board approval)		
<b>Data Sharing Agreement</b> - RR will share draft by 8/8/23	Specify the data to be shared during our partnership as well as all data management practices in full compliance with FERPA and other federal and local data sharing laws and regulations to protect student data privacy and security	Signed by August 25, 2023	School/District representative(s)  Reading Reimagined Program Director, Rebecca Kockler  AERDF Chief of Research and Development, Melina Uncapher
<u><a href="#">Stanford ROAR partner agreement</a></u>	Short document summarizing the assessment partnership and allowing Stanford to share data with Partner	Signed by August 9, 2023 (or as soon as possible)	School representative

### Other resources:

- [Reading Reimagined website](#)
- [Reading Reimagined digital tools overview](#) (3 page doc)
- [Fall Alphabet instructional approach and FAQ](#)
- Teacher orientation/training materials - *To Come!*
- iPad set-up guide for creating bookmarks of the First Foundations app - *To Come!*

### Stanford ROAR foundational literacy assessment info:

Context: Part of our long-term goal is to integrate assessments within our digital tools platform so it's all in one place for teachers and the assessments lead to adaptive learning experiences for kids in our tools. Our assessment partner is Stanford and their [ROAR foundational literacy assessments](#), which are online, validated assessments that are pretty quick to give (saving tons of teacher time administering 1:1). The ROAR assessments won't be integrated into our Fall 2023 Alphabet digital learning experience yet, but we'd like to use them as a pre/post assessment to start correlating assessment data with in-app learning data. We're asking partners to take the



ROAR Letter Names and Sounds subtest on the ROAR platform as a pre/post test to the 10 week Alphabet session. It should be less than 15 min total for kids to complete. Partners can choose to take additional subtests as is useful for you (e.g., Phonological Awareness and Single Word Recognition may be relevant for kindergarten as well). We know you may be giving other early literacy assessments and Stanford (and Reading Reimagined) are really interested in any correlations of data we can do across ROAR and other assessment data (and with our in-app data) to learn as much as we can collectively about students' learning.

▶ There are **two additional requirements** to participate in the ROAR assessment(s):

- Sign a short **one-page partner agreement with Stanford** allowing Stanford to share the assessment data back with the Partner (make a copy, print, sign and email to Carrie Townley-Flores at [ctflores@stanford.edu](mailto:ctflores@stanford.edu)),
- Distribute to parents **at least 2 weeks** prior to kids taking the assessment a **Parent/Caregiver Opt-Out Consent Form** giving parents the opportunity to opt-out of the assessment ([English](#) and [Spanish](#)).

Our project lead at Stanford is Carrie Townley-Flores ([ctflores@stanford.edu](mailto:ctflores@stanford.edu)), an amazing partner who can answer any questions about their partner agreement and consents, and will help coordinate the assessment administration specifics (taken on the same iPads with headsets).

## Here's some additional information from Carrie at Stanford ROAR!

\*\*Hi! I am Carrie, the Director of Research and Partnerships with the Rapid Online Assessment of Reading (ROAR). We are partnering with Reading Reimagined to provide schools with rapid, reliable, valid assessment data on students' foundational reading skills while also supporting research on children's reading development, K-12. At these links, you can [demo](#) some of our assessments and [view more information](#), including sample score reports and more. We are committed to keeping ROAR open-access (free) for teachers, and we are constantly working to improve it.

This is a research project governed by the Stanford University Institutional Review Board, so we will follow these steps to get your school started with ROAR:

1. If your school has a **Data Sharing Agreement** for us to sign, we will need it ASAP, so we can send it through Stanford's legal system.
2. We will need from your principal or designated school leader a signed **Letter of Agreement** (attached).



- 3.** You will send **opt-out consent forms** (attached in English and Spanish) to all parents/guardians of children who will take the ROAR at least two weeks prior to the first administration. For future administrations, you will only need to send out opt-out consent forms to new families who haven't seen the form before.
- 4.** Connect to the ROAR dashboard. Tonya (CC'd, and [tonyamurray@stanford.edu](mailto:tonyamurray@stanford.edu)) will support you in that process when you are closer to the date.
- 5.** If you are willing to share any other student literacy data with us, such as scores from other assessments like DIBELS, we are very interested in using this to validate and improve ROAR as a tool that will be useful across the country.

If you would like to meet with me to talk more about ROAR, please feel free to e-mail me ([ctflores@stanford.edu](mailto:ctflores@stanford.edu)) or reserve any time on my calendar that works for you: [calendly.com/ctflores/roar-inquiry](https://calendly.com/ctflores/roar-inquiry).

I look forward to connecting with you!

Carrie Townley-Flores, Stanford ROAR



# Stanford University

Reading & Dyslexia Research Program  
Liaison Research @ Stanford

## FORMA DE INFORMACIÓN DEL PROYECTO

**Título del Estudio:** Desarrollo de la Habilidad de Leer

**Director del Protocolo:** Dr. Jason D. Yeatman, Profesor Asistente en la Escuela de Posgrado de Educación y la División de Desarrollo-Comportamiento Pediátricas en la Universidad de Stanford.

Estimado Padres/Guardianes,

La escuela de su hijo/a se ha asociado con investigadores de la Universidad de Stanford para probar unas nuevas evaluaciones de lectura en la clase. Los resultados proveerán a la escuela más información sobre las habilidades de lectura de los estudiantes que podrán asistir para planear y educar, y también ayudarán a investigadores a mejorar los instrumentos para medir el desarrollo de lectura. Les invitamos a repasar los detalles del proyecto siguiente.

**Procedimientos:** Durante la clase, su niño/a serán invitados a completar una corta actividad en línea que evaluará diferentes habilidades de lectura incluyendo reconociendo palabras y leyendo oraciones. También podríamos administrar otras evaluaciones estandarizadas de lectura y de las habilidades cognitivas. Combinaremos la información que juntaremos del/a estudiante sobre sus habilidades y su comportamiento con información demográfica y los récords educacionales que son colectados por su escuela rutinariamente y con información similar que hemos colectado de las participaciones anteriores.

**Tiempo Requerido:** Hasta 30 minutos por cada actividad. La escuela de su hijo/a podría administrarle a su hijo/a las actividades varias veces en el año académico para monitorear progreso y para evaluar.

**Riesgos:** No hay previsible riesgos o molestias a su hijo/a en la participación en esta investigación.

**Beneficios:** No habrá beneficios directos a usted o a su hijo/a por su participación en este estudio. La información del estudio podría ayudar a la escuela a planear y a educar.

**Derechos de los Participantes:** Usted y su hijo/a tienen el derecho de retirar su consentimiento o discontinuar su participación en cualquier momento. Consintiendo o no consintiendo su participación en este estudio no afectará las oportunidades de su hijo/a en la escuela de ninguna manera.

**Confidencialidad:** Los resultados de la evaluación de su hijo/a serán compartidos con la escuela de su hijo/a. La confidencialidad de los datos de este estudio es estrictamente protegida. La privacidad individual de su hijo/a será estrictamente mantenida en todas las publicaciones y datos escritos del estudio. Los identificadores podrían ser eliminados de los datos, y después tal traslado, la información podría ser usada en estudios futuros y distribuida a otro investigador para estudios en el futuro sin ningún consentimiento informado adicional de su parte.

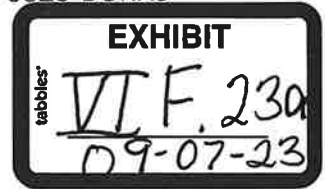
### Información de contacto:

**Preguntas:** Si tiene alguna pregunta o preocupación sobre este estudio por favor comuníquese con el grupo de investigación al (650) 497-2583 o por correo electrónico a [readingresearch@stanford.edu](mailto:readingresearch@stanford.edu).

**Contacto independiente:** Si usted no está satisfecha como se ha conducido este estudio, o si tiene alguna preocupación, queja, or preguntas en general acerca del estudio o de sus derechos como participante por favor contacte la Junta de Revisión Institucional (IRB) de Stanford para hablar con alguien independiente del grupo de estudio al (650) 497-2583 o gratis a 1-866-680-2906. También puede escribirnos al IRB de Stanford- Stanford University 1705 El Camino Real Palo Alto, CA 94306.

**Permiso:** Su hijo/a será incluido en el estudio a menos que usted decida portarlos fuera. Si usted NO está de acuerdo de dejar a su hijo/a que participe en el estudio por favor indíquelo en <http://tinyurl.com/roar-opt-out/> o comuníquese al grupo de investigación. Por favor, asegúrese de proveer el nombre completo de su hijo/a y su escuela.





## Memorandum of Understanding (MOU)

We are delighted to begin a partnership, outlined in this Memorandum of Understanding, between Advanced Education Research and Development Fund and Burks Elementary School to work towards the collective goals of the Reading Reimagined Program. This Memorandum of Understanding ("MOU"), effective on the last date of signature below ("Effective Date"), sets forth the terms and understanding by and between: Advanced Education Research and Development Fund ("AERDF") and Burks Elementary School ("Partner"). This work is a part of the Advanced Education Research & Development Fund Reading Reimagined Program. AERDF and the Partner may be referred to each as a "Party" and collectively referred to as "the Parties."

The intention of this MOU is to support the development, implementation, and improvement of the Reading Reimagined kindergarten prototyping project, funded by Advanced Education Research & Development Fund ("AERDF"), a California nonprofit public benefit corporation that manages the Reading Reimagined Program ("Reading Reimagined Program"), as described in the Project Activities (see Exhibit A) and Research Plan (see Exhibit B). Hereinafter the Project Activities and Research Plan (or any iteration thereof such that the iteration shall be suitable for either Party's purposes) may be referred to as the "Project."

This MOU is an agreement between the Parties to document their collaboration. In the event that the Parties have mutually agreed to a technology donation or loan, a separate loan or gift agreement shall be executed and made effective, outlining the terms and conditions governing the technology donation or loan.

### A. Term, Amendment, and Termination

1. This MOU will operate as of <Insert Effective Date> ("Effective Date") and shall terminate on June 30, 2024.
2. This MOU may be amended by mutual written agreement between the Parties. Any amendment shall be in writing and signed by each Party to be effective. Project activities or the Research Plan may be modified if said modification is in writing and signed by the Parties.

3. AERDF is committed to an open, constructive relationship in support of Burks Elementary School. The parties will collaborate to ensure the successful management and implementation of the Reading Reimagined kindergarten prototyping project and agree to the commitments listed in Exhibit A. If at any time either party feels that the commitments outlined in this MOU are not being met or will not be able to be met in the future, they should immediately inform the other party. Both parties should name the commitment challenge(s) they are experiencing and work towards an agreed upon resolution, which could include future check-in meetings or concluding the partnership before the end date of this partnership. This MOU can be terminated by either Party upon thirty (30) days' written notice of termination to the other Party. Either Party may also terminate this MOU upon material breach of any terms. The provisions of Sections B, C, and E shall survive any termination of this MOU.

## **B. Confidentiality**

In connection with this MOU, the Partner's organization, including the Partner's officers, directors, employees, agents, affiliates and beneficiaries (collectively "the Partner's Organization Members") may have access to, receive, and be entrusted with confidential information, including but in no way limited to development, marketing, organizational, financial, management, administrative, production, distribution, information, data, specifications and processes presently owned by or at any time in the future developed by AERDF or its agents, consultants or portfolio companies, or used presently or at any time in the future course of its business, personal information relating to any officer, director or employee or agent of AERDF that is not otherwise public knowledge or in the public domain (collectively, "Confidential Material"). All such Confidential Material is considered secret and will be available to the Partner's Organization Members in strict confidence. Except in carrying out the purposes for which the MOU was made, the Partner's Organization Members will not, directly or indirectly for any reason whatsoever, disclose or use any such Confidential Material, unless and until such Confidential Material ceases (through no fault whatsoever or the Partner's Organization Members) to be confidential because it has become public knowledge or part of the public domain. All records, files, drawings, documents, equipment, and other tangible items, wherever located, relating in any way to the Confidential Material or otherwise to AERDF's business, that the Partner's Organization Members prepare, use or encounter, will be and remain AERDF's sole and exclusive property and will be included as Confidential Material hereunder. Upon termination of this Agreement by any means, or whenever requested by AERDF, the Partner's organization will promptly deliver to AERDF all of the Confidential Material, not previously delivered to AERDF or certify that destruction of Confidential Material. Partner, Partner's employees, agents and any independent contractors associated with the Partner's Organization Members also agree that the terms

of this Section of this Agreement shall survive and continue in perpetuity after the termination of this Agreement for any reason whatsoever.

### **C. Intellectual Property**

Any information contained in publications, studies, or research as a result of this MOU shall be made available to the public in electronic form following such reasonable requirements or procedures as AERDF may establish from time to time. Promptly after creation, Partner agrees to grant to AERDF an irrevocable, perpetual, worldwide, nonexclusive, royalty-free license to publish, in AERDF's discretion, any publications, studies, or other intellectual property funded by this grant and to create derivative works therefrom, and Partner agrees to execute promptly any document or instruments that AERDF may reasonably request in order to effect such license, including an irrevocable, perpetual, worldwide, nonexclusive, royalty-free license or sublicense, as applicable, to any intellectual property incorporated into or reasonably necessary to use the intellectual property created under this grant, without further consideration.

### **D. Data Privacy and Security**

A data sharing agreement ("DSA") between AERDF and Partner shall be established to establish the requirements relating to data collection and sharing. The DSA will include language complying with all Federal, State, and local laws and regulations, and shall identify safeguards for protecting Personally Identifiable Information (PII).

### **E. Publication**

The grantee agrees to give AERDF a reasonable opportunity to review and approve or disapprove any mention whatsoever of AERDF in any publication proposed to be produced and/or disseminated by the grantee's organization prior to the production of such publication. An approval timeline will be established such that AERDF has thirty (30) days to approve or disapprove any such materials. In addition to this general publicity requirement, AERDF shall have the choice regarding whether and in what manner any publication produced or disseminated wholly or in part with the grant funds acknowledges AERDF's financial support. In any circumstances in which AERDF is mentioned in a publication, the publication shall state that AERDF does not take responsibility for any statements or views expressed in the publication. One (1) electronic copies of any publication that mentions AERDF and/or that is produced or disseminated with grant funds shall be provided to AERDF by email at least two (2) business days in advance of public dissemination.

### **F. Other General Provisions**

1. **Assignment.** Neither Party shall assign or otherwise transfer its rights or obligations under this MOU without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
2. **Severability.** Any provision of this MOU that is unenforceable shall not invalidate or render unenforceable the remaining provisions of this MOU. If such provision could be drawn so as to not be prohibited or unenforceable while maintaining the intent of the Parties, it shall be so narrowly drawn without invalidating or affecting the enforceability of the remaining provisions of this MOU.
3. **Limitation of Liability.** Each Party shall bear all costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this MOU. Neither Party shall have any right to any reimbursement, payment, or compensation of any kind from the other Party, unless expressly agreed to in writing by both Parties. Without limitation, each Party is fully responsible for its own compliance with FERPA and any other applicable Federal, State, or local law.
4. **Relationship between the Parties.** Nothing in this MOU shall grant either Party the right to make commitments of any kind for or on behalf of the other Party without prior written consent.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the principles of conflicts of laws thereof.
6. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the Parties and supersedes any and all prior agreements, understandings, or commitments, written or oral, between the Parties. In the event the Parties enter into a Contract, the terms of the Contract shall govern with respect to any inconsistencies between this MOU and the Contract, except as otherwise noted in the Contract.

**IN WITNESS WHEREOF**, AERDF and the Partner execute this Agreement as of the Effective Date.

**Advanced Education Research and Development Fund**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: Executive Director

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: Chief Operations Officer

**Partner** Burks Elementary School, Putnam County Schools

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

## EXHIBIT A: Contacts, Project Activities and Responsibilities

### Lead Point People:

- The following individuals will serve as the responsible parties from each team who will be accountable to the participation and completion of the project:
  - The following individuals will serve as the Reading Reimagined team lead point person(s):
    - Sara Solar, 510-520-3465, [ssolar@aerdf.org](mailto:ssolar@aerdf.org)
    - Colette Owens, 314-753-5073, [cowens@aerdf.org](mailto:cowens@aerdf.org)
  - The following individuals will serve as the [Partner] team lead point person(s):
    - Diana Cook, [dcook2@pcsstn.com](mailto:dcook2@pcsstn.com)
- If at any point in time, a lead point person needs to be changed, the organization will promptly notify the other party in writing.
- In addition, Burks Elementary School will identify participants to fulfill the following roles:

Partner Roles	
Role	Responsibilities
Project Approver	<ul style="list-style-type: none"> <li>● Sign this MOU committing the organization to the terms and conditions in this MOU;</li> <li>● Commit agreed upon personnel to project;</li> <li>● Engage the school board, district, and community, as needed and desired, to ensure successful implementation of this project in accordance with all school, organization, and/or district policies.</li> </ul>
Implementation Lead (Project Lead)	<ul style="list-style-type: none"> <li>● Serve as the point of contact with Reading Reimagined and all project teams and partners and have full accountability for deliverables, activities and educator participation in the Project as set forth in this MOU;</li> <li>● Maintain the project vision;</li> <li>● Coordinate and facilitate the Reading Reimagined partnership within the school/district;</li> <li>● Maintain strong relationships with building-level leaders and teachers and ensure they are fully participatory in the project and are prepared for a successful implementation;</li> <li>● Create a culture of learning and iteration;</li> </ul>

	<ul style="list-style-type: none"> <li>Clearly communicate project details to building-level leaders and teachers;</li> <li>Provide regular feedback to the Reading Reimagined team to support a successful prototyping experience and iterations to the digital tools and their implementation that serve learners and educators' needs.</li> </ul>
Building-Level Leaders	<ul style="list-style-type: none"> <li>Understand the program, support staff participation and have awareness of core content;</li> <li>Allocate time for teachers to participate in professional learning and Inclusive R&amp;D activities;</li> <li>Support implementation</li> </ul>
Teachers	<ul style="list-style-type: none"> <li>Participate in the Inclusive R&amp;D process as members of the Inclusive R&amp;D team to include working in collaboration with and providing ongoing input and feedback to the Reading Reimagined team;</li> <li>Support learners to use the Reading Reimagined digital tool prototypes 3 days per week for 15-20 minute sessions over roughly 10 weeks periods;</li> <li>Participate in focus groups, an orientation, and surveys before, during and after implementation; and</li> <li>Reflect on qualitative and quantitative data from prototyping to inform iterations to the digital tools and implementation models moving forward.</li> </ul>

\*In some cases, the Project Approver and Implementation Lead roles may be fulfilled by the same person or may be shared by more than one person. In some cases one or both of those roles may be filled by a Building Level Leader or Teacher.

Burks Elementary School will participate in the following activities and report on progress towards goals according to the following schedule:

<b>Partner Expectations &amp; Deliverables</b>			
<b>Expectation/Deliverable</b>	<b>Purpose and Description</b>	<b>Timing/Notes</b>	<b>Responsible Individual(s)</b>
MOU Signing	Purpose: Partner and AERDF sign this MOU to formalize the partnership. Identify needed individuals to review, approve and sign this MOU	August 2023	Project Approver, Implementation Lead, District

			Stakeholders as needed
<p>Gifted Agreement Signing and Device Procurement</p>	<p>Purpose: If Partner needs devices for participation in this Project, Partner will complete a device inventory and then Partner and AERDF will sign a Gifting Agreement specifying the devices to be gifted by AERDF to Partner</p>	<p>August 2023</p>	<p>Project Approver, Implementation Lead, District Stakeholders as needed</p>
<p>Data Sharing Agreement Signing</p>	<p>Purpose: Identify needed individuals to review, approve and sign a Data Sharing Agreement specifying all data sharing and management through this Project</p>	<p>August 2023</p>	<p>Project Approver, Implementation Lead, District Stakeholders as needed</p>
<p>Onboarding</p>	<p><b>Purpose:</b> Virtual meetings and asynchronous activities to introduce the partner team to the Reading Reimagined program and their project team partners and to prepare for Inclusive R&amp;D</p>	<p>August-September 2023</p>	<p>Implementation Lead, Teachers</p>
<p>Supporting the Research and Development Process</p>	<p><b>Purpose:</b> Assist with data collection per the data sharing agreement, participate in regular check-ins during implementation, and co-plan a site visit(s) with the Reading Reimagined team as agreed by Partner and Reading Reimagined</p>	<p>Ongoing and as requested</p>	<p>Implementation Lead, Teachers</p>

Feedback Surveys	Purpose: Contribute feedback and learning to help continuously improve the Reading Reimagined Program and digital tools	Beginning and end of Fall and Spring semesters	Implementation Lead, Teachers
Shape Ongoing Partnership	<b>Purpose: Reflect on the project and partnership and discuss and define the next phase of partnership</b>	Spring 2024	Project Approver, Implementation Lead

#### AERDF Commitments

AERDF intends, but is under no legal obligation, to provide the following additional support to Burks Elementary School:

- Support Burks Elementary School in project onboarding to include providing relevant background and support materials to successfully participate in prototyping, meeting with Burks Elementary School to ensure staff are well-versed on roles and requirements, responding to questions as needed and meeting with Burks Elementary School on at least quarterly basis to ensure project is proceeding to expectations.
- Provide training and professional development to Burks Elementary School staff on topics related to implementing the Reading Reimagined Program in preparation for the project and as support throughout the project.
- Partner with Burks Elementary School in the support of participating schools and teachers to include providing informational sessions, ensuring new staff members are selected in the case of attrition, providing professional learning opportunities to principals and teachers and supporting on-boarding schools and teachers to the project.
- Facilitate working relationships among Burks Elementary School and other Reading Reimagined partners to work collaboratively on the Kindergarten Foundational Literacy digital tool prototyping goals.
- Monitor the progress of Burks Elementary School and their project team partners throughout the process.
- Conduct research of the tools and their implementation. Work with district staff to collect all relevant data (as defined collaboratively with Burks Elementary School and their project team partner).

- Facilitate a data sharing agreement (“DSA”) with AERDF, which will be established to guide data collection and sharing. The DSA will include language complying with all Federal, State, and local laws and regulations, and shall identify safeguards for protecting Personally Identifiable Information (PII).
- Conduct ethical review of research to mitigate the risks associated with research. The AERDF internal ethics review functions as an internal Institutional Review Board (IRB), assessing the potential harms and benefits of all research carried out with AERDF funding support and ensures that research and R&D proposals adhere to defined ethical standards. External IRB approvals will be completed for all human subjects research.

#### Burks Elementary School Commitments

AERDF also expects the Burks Elementary School will:

- Commit to full and complete participation in the Project through implementation of stated activities.
- Commit to naming a point person to serve as Project liaison and be accountable to Reading Reimagined project goals and timelines as discussed and defined for the duration of the project.
- Commit to identifying teachers to participate in the Project and be accountable for providing information, input and feedback to the development process on an ongoing basis (including replacement of participating educators in the case of attrition).
- Commit to staff participation in professional learning opportunities relating to the Project.
- Secure any needed approval to conduct the research and evaluation and develop a plan for collecting and sharing required student data.
- Assist project team partner(s) and Reading Reimagined program in collecting necessary data by helping with scheduling of data collection activities and ensuring staff are accessible for surveys and interviews.
- Plan for implementation as defined by the Partner and Project team.
- Approve the conduct of the research with notification of parents and a process to allow parents to opt-out of data collection and/or receiving parental consent where needed. Assist with the collection of student-level data according to a defined set of parameters identified by Burks Elementary School and project team.
- Participate in the creation of documentation and/or case studies as well as communications efforts to showcase Burks Elementary School’s work in the Reading Reimagined project (as agreed upon collectively by Burks Elementary School and Reading Reimagined program).

## **EXHIBIT B: Research Plan**

Describe the plan for research.<sup>1</sup> For example, you should include a statement of the research question, the purpose and significance of the study, your research design and procedures, and your plan for the recruitment of participants and informed consent. Information related to specific data collection methods can be provided in the chart below.

### **RESEARCH STATEMENT**

#### **Purpose and Summary of the Research:**

AERDF (the “Researcher”) supports ambitious inclusive research and development (R&D) programs designed to tackle intractable teaching & learning challenges that disproportionately affect Black, Latino, and Native students and students of all races experiencing poverty. Our theory of action is that, through inclusive R&D, equitable processes, and teams of equity-centered and engaged people, we will develop and improve innovative programs that create transformative gains in outcomes for Black, Latino, Native students and students living in poverty, and ultimately all students.

AERDF will conduct research studies on digital literacy tools that are designed and developed to deliver research-based instructional methods on technology, be simple and engaging enough to sustain learner attention, and be valuable to educators and caregivers, and ultimately get every child over the decoding threshold and proficient in foundational reading skills in grades PK-2.

The data collected through these research studies will then be incorporated for future inclusion in integrative AERDF studies to improve the development of personalized reading programs and for related research, development and improvement of

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<sup>1</sup> If you have an approved IRB protocol, you can insert the protocol and the approval letter here in place of providing a description of the research plan.

educational sites, services and applications (“the Research Project”)

### **Description of the Research Project**

AERDF, through support of the Reading Reimagined program, will be designing, developing and prototyping tech-enabled literacy tools and studying their usage in a variety of settings to generate an understanding of four key questions:

- Q1. How do kindergarten learners respond to explicit instruction, practice, and activities within the First Foundations Kindergarten Literacy tool?*
- Q2. How do in-setting factors impact implementation of the First Foundations Kindergarten Literacy tool? How does learner onboarding, login, and tool usage impact daily classroom routines?*
- Q3. To what extent is the First Foundations Kindergarten Literacy tool perceived by kindergarten learners as usable and engaging? To what extent is the First Foundations Kindergarten Literacy tool perceived as usable and helpful to educators and caregivers?*
- Q4. What can we learn about learners’ foundational literacy development in relation to using the First Foundations Kindergarten Literacy tool from foundational skills assessments (administered within and outside of the tool)?*

All aspects of prototyping activities will be part of normal instructional practices and will be supplemental to existing literacy instruction in schools, tutoring programs, and community-based organizations’ afterschool and summer literacy programs. All aspects of this project will be conducted within normal educational practices in the service of advancing and improving literacy practices with technology.

### **Research Study Procedures:**

*Description of proposed research:*

- The study will be a mixed methods design to study the usability and feasibility of the First Foundations Kindergarten Literacy tool.
- Learners will consist of Kindergarten aged students who engage with the First Foundations Kindergarten Literacy tool over the course of the 2023-24 school year. Engagement windows will be in 10 week intervals and will occur at various times across the study period.
- Learners will access the web-based tool (First Foundations Kindergarten Literacy) using individual logins in their learning environments.
- Learners will interact with digital reading and writing foundations instruction, including explicit instruction, practice, and games.
- Learners will be observed by members of the study team while using the First Foundations Kindergarten Literacy tool (in person and/or virtually) at various points throughout the 10-week engagement periods.
- A subset of the study group as well as caregivers and educators will complete surveys and be interviewed 1:1 and/or in small groups (3-6 participants) regarding their experiences with the First Foundations Kindergarten Literacy tool. The surveys and interviews will take place throughout the 2023-24 school year and could occur before, during, and after the 10-week engagement periods.
- Learners will take formative foundational literacy assessments, administered within their educational setting over the course of the study.

This research study was approved by Core Human Factors IRB [IORG0007854; IRB Registration # IRB00009432].

***Study Timeline:***

This study will take place during the 2023-2024 academic year.

*How participants are recruited:*

Participants may include learners between the ages of 4 and 7 years old (Kindergarten aged) from any sex, gender identity, ethnicity, race, or socioeconomic background. We anticipate up to 1,000 participants in this project over the course of the school year.

Prospective participants for this project will be identified through partnerships with schools, tutoring programs, after school programs, youth organizations, and individuals interested in participating. The majority of participants will align to the demographics for which our tools are intended: individuals identifying as Black, Latino, Native American and individuals experiencing poverty. We will not, however, selectively recruit participants within programs or schools so our sample may include learners from any sex, gender identity, ethnicity, race, or socioeconomic background. As we will partner with currently operating educational entities and organizations to reach learners, we will partner with organizations that serve our priority populations. This participant group may include individuals with a disability status.

As this testing will include only typical educational practices, we do not anticipate any additional risks to participants who represent protected classes.

*How participants provide (or don't provide) consent:*

The partner school will be informed about the study, and a letter with detailed information about the study will be sent home to the participant's parent/guardian. This letter will include information about the purpose, procedures, risks, benefits, and rights of participation in the study.

The letter will also include an option for parental opt-out. If a parent/guardian does not want their child to participate, they will notify the partner school. If the parent/guardian does not opt-out, it will be assumed that they are giving their consent for their child to participate in using the First Foundations Kindergarten Literacy tool during regular classroom instruction, collection of data, and to being observed while using the tool in their classrooms by Reading Reimagined team members and contractors for the purposes of this study.

The letter will also include direct consent for participant interviews and focus groups; if the parent/guardian does not opt in, it will be assumed that they do not give consent for participation in these aspects of the study. The notification forms will be written in accessible language to ensure that the participants can understand. Information for parents and guardians will be provided in English and Spanish.

**Data:**

Data will be requested from the LEA as outlined in detail in the data sharing agreement (“DSA”). Demographic and contextual data will be collected from the LEA, not from participants directly.

The following information will be collected directly from participants while using the digital tools:

- Location (IP Address)
- Metadata and Telemetrics on user interaction with application
- Short voice recordings

**Optional Data:** If and to the extent the LEA participates in the Stanford Educational Assessment Project (“ROAR”), LEA will provide assessment results to the Researcher to be incorporated into the Research Project.

**Reporting Results to the LEA:**

Teachers and kindergarten learners get access to research-based, supplemental digital learning activities to enhance alphabet knowledge. Teachers will have access to summary level information about students’ interactions with the application and performance on tasks through basic reports of usage and task completion several times during and after the 10 week

implementation periods.

Teachers and site based staff will also receive updates on and the opportunity to debrief and discuss the understanding generated from this study and the opportunity for ongoing engagement as part of our inclusive research and development approach.

**Advanced Education Research and Development Fund**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: Executive Director

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: Chief Operations Officer

**Partner Burks Elementary School, Putnam County Schools**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_



GA-READ-0823-BURKS



August 1, 2023

Diana Cook  
Burks Elementary  
300 Crossville Street, Monterey, TN 38574

Dear Diana:

We are delighted to inform you that Advanced Education Research and Development Fund (AERDF) will provide Burks Elementary with a gift of 20 iPads, 20 cases, 22 headsets, 48 styluses, and 1 30-device charging cart. This gift will support the work of AERDF's Reading Reimagined Program, who is partnering with you to implement digital reading tools to support every child to become a fluent reader.

By signing this letter, you are confirming you can receive these gifted items on behalf of your organization in the quantity and dollar amount listed in Exhibit A, in compliance with all organizational policies.

In addition to providing this gift, we are committed to an open, constructive relationship in support of your organization. AERDF is available to collaborate with Burks Elementary to ensure the successful management and implementation of the Reading Reimagined program and agree to the commitments outlined in Exhibit B and in the MOU: MOU-READ-0823-BURKS.

Please note, however, that by signing this agreement and accepting these gifted items, you agree that Burks Elementary is solely responsible for the gifted items upon receipt and taking reasonable precautions with respect to installing parental controls and any and all aspects of distribution to parents and students. AERDF makes no representation or warranty regarding the quality of the gifted items or whether they have been prepared for distribution to parents or children, as AERDF will not have had possession of the gifted items prior to their distribution to Burks Elementary. Burks Elementary agrees to indemnify, defend, and hold harmless AERDF, its directors, officers, employees, and agents from any and all past, present, or future causes of action, claims, damages, or other liabilities, at law or in equity, which may arise from the gift under this agreement.

Please indicate agreement to this gift and its terms by signing and returning this Agreement to AERDF.

On behalf of AERDF and the Reading Reimagined Program, we look forward to a productive partnership. Together, we will unlock the great reader in every child and eradicate illiteracy across our country.





Sincerely,

\_\_\_\_\_  
Beki Bahar-Engler  
Chief Operations Officer

\_\_\_\_\_  
Rebecca Kockler,  
Executive Director, Reading Reimagined



Accepted by:

\_\_\_\_\_  
Giftee Authorized Representative – Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Encl: Exhibit A – Purpose and Description of Gift  
Exhibit B - Terms, Conditions, and Commitments for AERDF Gift



### Exhibit A: Purpose and Description of Gift

#### Purpose of Gift

This gift of 20 iPads, 20 cases, 22 headsets, 48 styluses, and 1 30-device charging cart has been provided to advance specific activities of Burks Elementary, which AERDF has determined are consistent with the Reading Reimagined Program and its own charitable and educational purposes. These specific activities are as follows:

- Provide learners' access to research-based foundational literacy and decoding learning to become fluent readers

#### Description of Gift

AERDF will gift 20 Apple iPads (9th generation), 20 Targus cases, 20 AppleCare+ extended services, 22 headsets, 24 Metro Universal Stylus Pens, 24 Digiroot Stylus Pens, and 1 charging cart (30 devices each), plus white glove set-up support for the iPad devices. See order details below with estimated costs. We will execute this order upon receipt of this signed award letter.

Description	Price	Quantity	Total Est Price
Apple iPad (9th generation) Tablet - 10.2" Hexa-core (Lightning Dual-core (2 Core) 2.65 GHz +Thunder Quad-core (4 Core) 1.80 GHz) - 64 GB Storage - iPadOS 15 - Space Gray - Apple A13 Bionic SoC - 2160 x 1620 - Retina Display, True Tone Technology	\$327.00	20	\$6,540.00
Apple AppleCare+ - Extended Service - 2 Year - Service - Carry-in - Maintenance - Parts & Labor	\$63.50	20	\$1,270.00
Targus SafePort Rugged Case for iPad (9th, 8th and 7th gen.) 10.2-inch (Black) - For Apple iPad Air, iPad Pro, iPad (7th Generation), iPad (9th Generation), iPad (8th Generation) Tablet - Black - Shock Resistant, Water Resistant, Drop Resistant, Shock Abs	\$43.95	20	\$879.00
ULTRA ERGO HEADSET - 3.5MM-Ergonomic-ear headset w/3.5mm TRRS Jack. 3.8oz, 30mm drivers, omni directional mic capsule, 20-20000Hz, 98 3% d8, 32ohm, 2 year warranty, flexible headband, braided fabric cord	\$14.00	22	\$308.00
METRO Universal Stylus Pens for Touch Screens - High Sensitivity Capacitive Stylus Fiber Tips 2 in 1 Touch Screen Pen for iPad iPhone and All Other Tablets & Cell Phones (Black/Blue/Purple/Pink) - 4 pack	\$11.99	6	\$71.94



Stylus for Touch Screens, Digiroot 4-Pack Stylus Pens High Sensitivity & Precision Capacitive Stylus for iPhone/iPad Pro/Tablets/Samsung/Galaxy/PC	\$11.99	6	\$71.94
LocknCharge Joey 30 Cart - The Joey 30 Cart charges, secures, stores and transports up to 30 devices of almost any kind including Chromebooks, Tablets and iPad devices.	\$1,191.15	1	\$1,191.15
Inspiroz white glove device set-up	\$15.00	20	\$300.00
Estimated Shipping charges to Monterey, TN	\$170.20	1	\$170.20
		Subtotal	\$10,802.23

The devices and equipment will be considered gifts and the property of Burks Elementary upon receipt. They will be ordered from Inspiroz and shipped directly to the following location:

Diana Cook  
 Burks Elementary  
 300 Crossville Street, Monterey, TN 38574

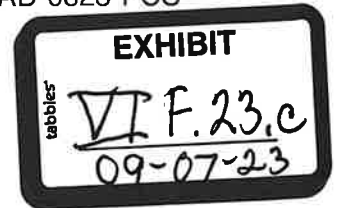


Exhibit B: Terms, Conditions, and Commitments for AERDF Gift

AERDF's and Burks Elementary Commitments

1. AERDF and Burks Elementary agree to the commitments set forth in the MOU Agreement #MOU-READ-0823-BURKS.
2. The gifted devices and equipment are considered the property of Burks Elementary upon receipt. AERDF will not be responsible for managing, insuring, maintaining, fixing or replacing devices or related equipment at any time. AERDF is also not responsible for how devices are used and will not have the ability to supervise usage. Devices will arrive with some white glove set-up provided as determined with Burks Elementary and may require additional set-up by Burks Elementary or its partners upon arrival.
3. Burks Elementary may lend devices as it deems appropriate for the implementation of the project, described in MOU Agreement #MOU-READ-0823-BURKS.





## Data Sharing Agreement between AERDF and Local Education Agencies

Version Date: 08/16/2023

This Data Sharing Agreement (“Agreement”) is entered into by Putnam County Schools (the “LEA”) and the Advanced Education Research & Development Fund (the “Researcher”) for the purpose of sharing information between the parties in a manner consistent with the Family Educational Rights and Privacy Act (“FERPA”) Studies Exception. The information will be used by the Researcher to evaluate the usability and engagement of early literacy digital tools to support evidence-based literacy instruction and learning.

### ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of Agreement.** The purpose of this Agreement is to describe the duties and responsibilities to protect covered information, including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. The Researcher shall be conducting research for, or on behalf of educational agencies or institutions to: (1) Develop, validate, or administer predictive tests; (2) Administer student aid programs; or (3) Improve instruction. This Agreement fulfills the requirements of a “written agreement” under FERPA’s Studies exception (34 CFR § 99.31(a)(6)).
2. **Covered Information to Be Provided.** In order to perform the Research hereinafter described, LEA shall provide existing Covered Information to the Researcher as identified in the Research Statement, attached as Exhibit “B”.
3. **Agreement Definitions.** The definition of terms used in this Agreement is found in Exhibit “C.” In the event of a conflict, definitions used in this Agreement shall prevail over terms used in any other writing.

### ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Covered Information Property of LEA.** All existing Covered Information transmitted to the Researcher pursuant to this Agreement is and will continue to be the property of and under the control of the LEA. The Researcher further acknowledges and agrees that all copies of such Covered Information transmitted to the Researcher, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Covered Information. The Parties agree that as between them, all rights, including all intellectual property rights in and to Covered Information contemplated per the Agreement, shall remain the exclusive property of the LEA. The Researcher also commits to only use Covered Information for the purposes outlined in the Research Statement, identified in Exhibit A.

2. **Researcher License and Property Rights.** The Parties agree that as between them, all rights in and to the research itself and any publication relating to the research contemplated under this Agreement, including all intellectual property rights, shall remain the exclusive property of the Researcher.
3. **Parent Access.** The Researcher shall respond in a reasonably timely manner (and no later than thirty (30) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Covered Information held by the Researcher to view or correct as necessary. If a parent of a student or other individual contacts the Researcher to review any of the Covered Information accessed pursuant to the Services, the Researcher shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information. The Researcher will only provide requested data to the LEA, who may then provide the requested information to the parent or student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact the Researcher with a request for Covered Information held by the Researcher pursuant to the Agreement, the Researcher shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request. Whenever possible, and when not prohibited by law, the Researcher will inform the LEA of any legal request prior to disclosing any information.
5. **Subprocessors.** The Researcher shall enter into written agreements with all subprocessors performing functions for the Researcher in order for activities pursuant to the Agreement, whereby the subprocessors agree to protect Covered Information in a manner no less stringent than the terms of this Agreement. Upon request of the LEA, the Researcher will provide a list of the subprocessors and purpose.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Covered Information for the purposes of conducting the Research in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. The LEA shall also provide the name and contact information for the LEA-identified project lead and/or alternate.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Covered Information under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a Researcher and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Covered Information.

4. **Unauthorized Access Notification.** The LEA shall notify the Researcher within 48 hours of any known unauthorized access or ransomware attacks on LEA infrastructure. LEA will assist the Researcher in any efforts by the Researcher to investigate and respond to any unauthorized access.
5. **Review Process.** The LEA shall have an official process and policies for review and sign off on the project and/or identify a designated representative to work with the Researcher to ensure the requirements of this Agreement are followed.
6. **FERPA Adherence.** The LEA shall only enter into agreements with those organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met (34 CFR § 99.31(a)(6)). The LEA must record the disclosure made under the studies exception per FERPA (34 CFR § 99.32(a)).

#### ARTICLE IV: DUTIES OF RESEARCHER

1. **Privacy Compliance.** The Researcher shall comply, in all material respects, with all applicable federal, state, and local laws, rules, and regulations pertaining to Covered Information privacy and security, all as may be amended from time to time. The Researcher shall conduct the study in a manner that does not permit personal identification of parents and/or students by anyone other than the Researcher with legitimate educational interests and a need to know and the Researcher's subprocessors with legitimate educational interests and a need to know. The Researcher shall also comply with all applicable federal, state, and local laws, rules, and regulations pertaining to adolescent web site access.
2. **Authorized Use.** The Covered Information shared pursuant to the Agreement, including persistent unique identifiers, shall be used for no purpose other than the Research outlined in Exhibit A and/or otherwise authorized under the statutes referred to herein this Agreement.
3. **Researcher Employee Obligation.** Researcher shall require all of Researcher's employees and subprocessors who have access to Covered Information to comply with all applicable provisions of the Agreement with respect to the Covered Information shared under the Agreement. The Researcher agrees to require and maintain an appropriate confidentiality agreement from each employee or subprocessor with access to Covered Information pursuant to the Agreement.
4. **Redisclosure.** The Researcher acknowledges and agrees that it shall not make any redisclosure of any Covered Information or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Covered Information other than as directed or permitted by the LEA or the Agreement. Notwithstanding any restrictions in this Section 4 of Article IV, Covered Information may be disclosed without limitation pursuant to a lawfully issued

subpoena or other legal processes or to subprocessors conducting research for or performing services on behalf of the Researcher pursuant to the Agreement.

- a. Except for disclosures pursuant to a subpoena or to subprocessors as set forth above, the Researcher will not re-disclose any Personally Identifiable Information (PII) to which the Researcher has access for the purpose of this study and will only use the PII and Sensitive Information to meet the purposes stated and will amend this Agreement should the purpose of use within the study change.
  - b. The Researcher will take any necessary steps to maintain the confidentiality of the PII at all stages of the study and will not permit the personal identification of parents and students by anyone other than the representatives of the Researcher with legitimate educational interests and a need to know, including subprocessors acting on behalf of the Researcher. These limitations will include contractual provisions forbidding attempts to re-identify people if de-identified data are shared.
  - c. The Researcher will conduct the study so as not to publicly identify students or their parents and will allow internal access to PII only to individuals with legitimate educational interests and a need to know, including subprocessors acting on behalf of and under the direct control of the Researcher.
5. **De-Identified Data.** The Researcher acknowledges that Covered Information that has been de-identified, encrypted, or pseudonymized but could be used to re-identify or relink any of that data to identifiable information about a person remains Covered Information. Covered Information that has been rendered anonymous in such a way that the individual is no longer identifiable is not considered Covered Information. For data to be truly de-identified, the de-identification must be reasonably irreversible.
- a. The Researcher shall require all staff working on this project who have access to Covered Information (including de-identified or pseudonymized data) to comply with all federal, state, and local laws, rules, and regulations as well as the applicable provisions regarding Student processed under the Agreement. The Researcher agrees to protect the data and to implement appropriate technical and organizational measures to ensure the confidentiality and security of the data. To the extent LEA provides the Researcher with De-Identified Data, the Researcher agrees not to attempt to re-identify such data.
6. **Disposition of Data.** Upon written request from the LEA, or automatically at the end of the research project, the Researcher shall dispose of or provide a mechanism for the LEA to transfer Covered Information obtained under the Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree.
7. **Publication of Findings.** The Researcher shall provide the LEA with the right to review any data or findings 30 days prior to publication and to verify proper disclosure

avoidance techniques have been used based on the U.S. Department of Education's Guidance for Reasonable Methods and Written Agreements and Data De-identification: An Overview of Basic Terms. If the Researcher seeks to further disclose or publicly release Covered Information, the Researcher will provide a deidentification plan that must be approved by the LEA.

8. **Subprocessors.** For the avoidance of doubt, Covered Information may be shared between the Researcher, its subprocessors, the LEA, and/or between the Researcher's various subprocessors without limitation, so long as it is only shared for the specific research purposes contemplated under this Agreement and the Covered Information shared is limited to the necessary direct and/or indirect identifiers needed for the subprocessor to perform activities pursuant to the Agreement.

## **ARTICLE V: DATA PROVISIONS**

1. **Data Storage.** Where required by applicable law, Covered Information shall be stored within the United States. Upon request of the LEA, the Researcher will provide a list of the locations where Covered Information is stored.
2. **Audits.** No more than once a year, or following data breach, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Researcher will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Covered Information or any portion thereof as it pertains to the delivery of services to the LEA. The Researcher will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Researcher and/or conducting Research and shall provide reasonable access to the Researcher's facilities, staff, agents, and LEA's Covered Information and all records pertaining to the Researcher, LEA, and conducting research to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the Agreement.
3. **Data Security.** The Researcher agrees to utilize adequate and appropriate administrative, physical, and technical safeguards designed to protect Covered Information from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Researcher shall adhere to any applicable law relating to data security.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Covered Information that compromises the security, confidentiality, or integrity of the Covered Information maintained by the Researcher, the Researcher shall provide notification to LEA within forty-eight (48) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. The Researcher shall follow the AERDF incident response plan process:

- a. The security breach notification described above shall include, at a minimum, the following information to the extent known by the Researcher and as it becomes available:
  - i. The name and contact information of the reporting LEA subject to this section;
  - ii. A list of the types of personally identifiable information that were or are reasonably believed to have been the subject of a breach;
  - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice;
  - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- b. The Researcher agrees to adhere to all federal and state requirements with respect to a data breach related to the Covered Information, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- c. The Researcher further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident, or unauthorized access or use of Covered Information or any portion thereof, including personally identifiable information, and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- d. LEA shall provide notice and facts surrounding the breach to the affected students, parents, or guardians.

## ARTICLE VI: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate the Agreement, they may do so by mutual written consent, so long as the Agreement has not lapsed or has not been terminated. Either party may terminate the Agreement and any other Agreement or contract, if the other party breaches any terms of the Agreement. If the Agreement is terminated, the Researcher shall destroy all of LEA's Covered Information pursuant to Article IV, section 6.
2. **Priority of Agreements.** This Contract, together with any attachments, constitutes the

entire Data Sharing Agreement between the Parties and supersedes all prior agreements, understandings, and writings with respect to the subject matter hereof.

3. **Entire Agreement.** This Agreement constitutes the privacy agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
4. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction, while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
5. **Successors Bound.** The Agreement is and shall be binding upon the respective successors in interest to the Researcher in the event of a merger, acquisition, consolidation, or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Researcher sells, merges, or otherwise disposes of its business to a successor during the term of the Agreement, the Researcher shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the Agreement and any obligations with respect to Covered Information within the Agreement. The LEA has the authority to terminate the Agreement if it disapproves of the successor to whom the Researcher is selling, merging, or otherwise disposing of its business.
6. **Authority.** Each party represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Covered Information and any portion thereof contained therein, all related or associated institutions, individuals, employees, or contractors who may have access to the Covered Information and/or any portion thereof.
7. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right, and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**IN WITNESS WHEREOF**, LEA and Researcher execute this Data Sharing Agreement as of the Effective Date.

**LEA Burks Elementary School, Putnam County Schools**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title/Position

**Advanced Education Research & Development Fund**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title/Position Chief of Research and Development

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title/Position Executive Director, Reading Reimagined

**EXHIBIT "A"****RESEARCH STATEMENT****Purpose and Summary of the Research:**

AERDF (the "Researcher") supports ambitious inclusive research and development (R&D) programs designed to tackle intractable teaching & learning challenges that disproportionately affect Black, Latino, and Native students and students of all races experiencing poverty. Our theory of action is that, through inclusive R&D, equitable processes, and teams of equity-centered and engaged people, we will develop and improve innovative programs that create transformative gains in outcomes for Black, Latino, Native students and students living in poverty, and ultimately all students.

AERDF will conduct research studies on digital literacy tools that are designed and developed to deliver research-based instructional methods on technology, be simple and engaging enough to sustain learner attention, and be valuable to educators and caregivers, and ultimately get every child over the decoding threshold and proficient in foundational reading skills in grades PK-2.

The data collected through these research studies will then be incorporated for future inclusion in integrative AERDF studies to improve the development of personalized reading programs and for related research, development and improvement of educational sites, services and applications ("the Research Project")

**Description of the Research Project**

AERDF, through support of the Reading Reimagined program, will be designing, developing and prototyping tech-enabled literacy tools and studying their usage in a variety of settings to generate an understanding of four key questions:

*Q1. How do kindergarten learners respond to explicit instruction, practice, and activities within the First Foundations Kindergarten Literacy tool?*

*Q2. How do in-setting factors impact implementation of the First Foundations Kindergarten Literacy tool? How does learner onboarding, login, and tool usage impact daily classroom routines?*

*Q3. To what extent is the First Foundations Kindergarten Literacy tool perceived by kindergarten learners as usable and engaging? To what extent is the First Foundations Kindergarten Literacy tool perceived as usable and helpful to educators and caregivers?*

*Q4. What can we learn about learners' foundational literacy development in relation to using the First Foundations Kindergarten Literacy tool from foundational skills assessments (administered within and outside of the tool)?*

All aspects of prototyping activities will be part of normal instructional practices and will be supplemental to existing literacy instruction in schools, tutoring programs, and community-based organizations' afterschool and summer literacy programs. All aspects of this project will be conducted within normal educational practices in the service of advancing and improving literacy practices with technology.

### **Research Study Procedures:**

#### *Description of proposed research:*

- The study will be a mixed methods design to study the usability and feasibility of the First Foundations Kindergarten Literacy tool.
- Learners will consist of Kindergarten aged students who engage with the First Foundations Kindergarten Literacy tool over the course of the 2023-24 school year. Engagement windows will be in 10 week intervals and will occur at various times across the study period.
- Learners will access the web-based tool (First Foundations Kindergarten Literacy) using individual logins in their learning environments.
- Learners will interact with digital reading and writing foundations instruction, including explicit instruction, practice, and games.
- Learners will be observed by members of the study team while using the First Foundations Kindergarten Literacy tool (in person and/or virtually) at various points throughout the 10-week engagement periods.
- A subset of the study group as well as caregivers and educators will complete surveys and be interviewed 1:1 and/or in small groups (3-6 participants) regarding their experiences with the First Foundations Kindergarten Literacy tool. The surveys and interviews will take place throughout the 2023-24 school year and could occur before, during, and after the 10-week engagement periods.
- Learners will take formative foundational literacy assessments, administered within their educational setting over the course of the study.

This research study was approved by Core Human Factors IRB [IRG0007854; IRB Registration # IRB00009432].

***Study Timeline:***

This study will take place during the 2023-2024 academic year.

***How participants are recruited:***

Participants may include learners between the ages of 4 and 7 years old (Kindergarten aged) from any sex, gender identity, ethnicity, race, or socioeconomic background. We anticipate up to 1,000 participants in this project over the course of the school year.

Prospective participants for this project will be identified through partnerships with schools, tutoring programs, after school programs, youth organizations, and individuals interested in participating. The majority of participants will align to the demographics for which our tools are intended: individuals identifying as Black, Latino, Native American and individuals experiencing poverty. We will not, however, selectively recruit participants within programs or schools so our sample may include learners from any sex, gender identity, ethnicity, race, or socioeconomic background. As we will partner with currently operating educational entities and organizations to reach learners, we will partner with organizations that serve our priority populations. This participant group may include individuals with a disability status.

As this testing will include only typical educational practices, we do not anticipate any additional risks to participants who represent protected classes.

***How participants provide (or don't provide) consent:***

The partner school will be informed about the study, and a letter with detailed information about the study will be sent home to the participant's parent/guardian. This letter will include information about the purpose, procedures, risks, benefits, and rights of participation in the study.

The letter will also include an option for parental opt-out. If a parent/guardian does not want their child to participate, they will notify the partner school. If the parent/guardian does not opt-out, it will be assumed that they are giving their consent for their child to participate in using the First Foundations Kindergarten Literacy tool during regular classroom instruction, collection of data, and to being observed while using the tool in their classrooms by Reading Reimagined team members and contractors for the purposes of this study.

The letter will also include direct consent for participant interviews and focus groups; if the parent/guardian does not opt in, it will be assumed that they do not give consent for participation in these aspects of the study. The notification forms will be written in accessible

language to ensure that the participants can understand. Information for parents and guardians will be provided in English and Spanish.

### *Data:*

Data will be requested from the LEA as outlined in detail in Exhibit B ("Covered Information"). Demographic and contextual data will be collected from the LEA, not from participants directly.

The following information will be collected directly from participants while using the digital tools:

- Location (IP Address)
- Metadata and Telemetry on user interaction with application
- Short voice recordings

*Optional Data:* If and to the extent the LEA participates in the Stanford Educational Assessment Project ("ROAR"), LEA will provide assessment results to the Researcher to be incorporated into the Research Project.

### *Reporting Results to the LEA:*

Teachers and kindergarten learners get access to research-based, supplemental digital learning activities to enhance alphabet knowledge. Teachers will have access to summary level information about students' interactions with the application and performance on tasks through basic reports of usage and task completion several times during the 10 week implementation periods.

Teachers and site-based staff will also receive updates on and the opportunity to debrief and discuss the understanding generated from this study and the opportunity for ongoing engagement as part of our inclusive research and development approach.

**EXHIBIT "B"****Schedule of Covered Information**

The following list of Student Data may be used under the Studies exception. By checking the boxes below, the Researcher agrees to abide by the following FERPA Studies exception implementation regulations and LEA requirements. **Any additional data collected after this Agreement is signed must be updated in this exhibit through an amendment to this Agreement.**

Category of Data (ordered alphabetically)	Elements	Check if Used
Application Technology Metadata	IP Addresses of users, Use of cookies, etc.	X
	Other application technology metadata - Please specify: Data via Caliper (developed by the IMS Global Learning Consortium / 1EdTech, a global non-profit organization that supports the development and adoption of open standards for education technology).	X
Application Use Statistics	Metadata on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	X
	Other assessment data - Please specify:  Beginning, middle, and end of year foundational literacy assessment data for participants on the assessment administered by school (DIBELS, ROAR, etc)	X
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X

Category of Data (ordered alphabetically)	Elements	Check if Used
	Place of Birth	
	Gender	X
	Ethnicity or race	X
	Language information (native, or primary language spoken by student)	X
	Other demographic information - Please specify:	
Enrollment	Student school enrollment	
	Student grade level	X
	Homeroom	X
	Guidance counselor	
	Specific curriculum programs	X
	Year of graduation	
	Other enrollment information - Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	X
Special Indicator	English language learner information	X
	Low-income status	X
	Medical alerts/ health data	

Category of Data (ordered alphabetically)	Elements	Check if Used
	Student disability information	
	Specialized education services (IEP or 504)	X
	Living situations (homeless/foster care)	
	Other indicator information - Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student generated content; writing, pictures, etc.	X
	Other student work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	

<b>Category of Data</b> (ordered alphabetically)	<b>Elements</b>	<b>Check if Used</b>
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	

**EXHIBIT “C”****DEFINITIONS**

**Breach of Security:** a successful attempt by an attacker to gain unauthorized access to an organization’s computer systems, including ransomware attacks or phishing attacks.

**De-Identified Data and De-Identification:** Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination, whether through single or multiple releases, and taking into account other reasonably available information is linkable to a specific student and provided that the LEA, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information. For data to be truly de-identified, the de-identification must be reasonably irreversible.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by LEA , or by a person acting for such LEA , including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with a LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

**Persistent Unique Identifiers:** A persistent identifier is a unique identifier that can be used to recognize a consumer, a family, or a device across different services. .

**Student Generated Content:** The term “student-generated content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**Covered Information:** Covered Information includes any existing data, whether gathered by Researcher or provided by LEA or its users, students, or students’ parents/guardians, for the purpose of the Research Project, that is descriptive of the student. This includes data, including direct or indirect identifiers, that are related to a student including, but not limited to, information in the student’s educational record or email, first and last name, birthdate, home or other

physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Covered Information includes Metadata. Covered Information further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Covered Information shall constitute Education Records for the purposes of this Agreement and for the purposes of federal, state, and local laws and regulations. Covered Information shall not constitute that information that has been anonymized or de-identified (as de-identification is defined above), or anonymous usage data regarding a student's use of Researcher's services.

**Subprocessor:** For the purposes of this Agreement, the term "Subprocessor" means a party other than LEA or Researcher, who Researcher uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Covered Information.

[SCHOOL OFFICIAL LETTERHEAD]

## Letter of Agreement

[Date]

To the Stanford Institutional Review Board (IRB):

I am familiar with Dr. Jason Yeatman's research project entitled "Development of Reading Ability."

I understand [name of school]'s involvement to be:

1. Sharing the research study opportunity with families.,
2. Administering the assessment in the classroom.
3. Providing educational records to answer the study's research questions.]

Additionally, the research team has committed to:

1. Sharing score reports back with the school.
2. Fielding questions that arise from teachers/staff/parents about the study.
3. Working with the school district to interpret and visualize the data.

I understand that this research will be carried out following sound ethical principles and that participant involvement in this research study is strictly voluntary and provides confidentiality of research data, as described in the protocol. Furthermore, I agree to use the Waiver of Consent for parents to opt their children out of this research. I also understand that this research falls within the FERPA exceptions of: developing, validating, or administering predictive tests and improving instruction.

Therefore, as a representative of [name of school], I agree that Dr. Jason Yeatman's research project may be conducted at our school.

Sincerely,

[Signature]

[Name]

[Title]

[Name of school]



**Study Title:** Development of Reading Ability

**Protocol Director:** Dr. Jason D. Yeatman, Assistant Professor in the Graduate School of Education and Division of Developmental-Behavioral Pediatrics at Stanford University

Dear Parent/Guardian,

Your child's school has partnered with researchers at Stanford University to try out new reading assessments in the classroom. The results will provide the school with more information on students' reading skills that may assist with planning and teaching, and help researchers improve tools for measuring reading development. We invite you to review the study details below.

**Procedures:** During class, your child will be asked to complete short online activities that assess different reading skills such as recognizing words and reading sentences. We may also administer other standardized assessments of reading and cognitive skills. We will link information that we gather on students' skills and behaviors with demographic information and educational records that are routinely collected by your school, and with similar information that we may have collected from previous participation.

**Time Required:** Up to 30 minutes per assessment. Your child's school may administer the assessments multiple times over the course of the academic year for screening or progress monitoring.

**Risks:** There are no foreseeable risks or discomforts to your child in participating in this research.

**Benefits:** There are no direct benefits to you or your child from participating in this study. Information from the study may help the school with planning and teaching.

**Participants' Rights:** You and your child have the right to withdraw consent or discontinue participation at any time. Agreeing or not agreeing to participate in the study will not affect your child's school opportunities in any way.

**Confidentiality:** Your child's assessment results will be shared with your child's school. The confidentiality of data for this study is closely guarded. Your child's individual privacy will be strictly maintained in all published and written data resulting from the study. Identifiers might be removed from data and, after such removal, the information could be used for future research studies or distributed to another investigator for future research studies without additional informed consent from you.

**Contact Information:**

**Questions:** If you have any questions or concerns about this research, please contact the research team by phone at (650) 497-2583 or email at [readingresearch@stanford.edu](mailto:readingresearch@stanford.edu).

**Independent Contact:** If you are not satisfied with how this study is being conducted, or if you have any concerns, complaints, or general questions about the research or your rights as a participant, please contact the Stanford Institutional Review Board (IRB) to speak to someone independent of the research team at (650) 497-2583 or toll free at 1-866-680-2906. You can also write to the Stanford IRB, Stanford University, 1705 El Camino Real, Palo Alto, CA 94306.

**Permission:** Your child will be included in this study unless you opt them out. If you DO NOT agree to let your child participate in this research, please indicate this at <http://tinyurl.com/roar-opt-out> or contact the research team. Please make sure to provide your child's full name and school.



# Stanford University

Reading & Dyslexia Research Program

## FORMA DE INFORMACIÓN DEL PROYECTO

**Título del Estudio:** Desarrollo de la Habilidad de Leer

**Director del Protocolo:** Dr. Jason D. Yeatman, Profesor Asistente en la Escuela de Posgrado de Educación y la División de Desarrollo-Comportamiento Pediátricas en la Universidad de Stanford.

Estimado Padres/Guardianes,

La escuela de su hijo/a se ha asociado con investigadores de la Universidad de Stanford para probar unas nuevas evaluaciones de lectura en la clase. Los resultados proveerán a la escuela más información sobre las habilidades de lectura de los estudiantes que podrán asistir para planear y educar, y también ayudarán a investigadores a mejorar los instrumentos para medir el desarrollo de lectura. Les invitamos a repasar los detalles del proyecto siguiente.

**Procedimientos:** Durante la clase, su niño/a serán invitados a completar una corta actividad en línea que evaluará diferentes habilidades de lectura incluyendo reconociendo palabras y leyendo oraciones. También podríamos administrar otras evaluaciones estandarizadas de lectura y de las habilidades cognitivas. Combinaremos la información que juntaremos del/a estudiante sobre sus habilidades y su comportamiento con información demográfica y los récords educacionales que son colectados por su escuela rutinariamente y con información similar que hemos colectado de las participaciones anteriores.

**Tiempo Requerido:** Hasta 30 minutos por cada actividad. La escuela de su hijo/a podría administrarle a su hijo/a las actividades varias veces en el año académico para monitorear progreso y para evaluar.

**Riesgos:** No hay previsibles riesgos o molestias a su hijo/a en la participación en esta investigación.

**Beneficios:** No habrá beneficios directos a usted o a su hijo/a por su participación en este estudio. La información del estudio podría ayudar a la escuela a planear y a educar.

**Derechos de los Participantes:** Usted y su hijo/a tienen el derecho de retirar su consentimiento o discontinuar su participación en cualquier momento. Consintiendo o no consintiendo su participación en este estudio no afectará las oportunidades de su hijo/a en la escuela de ninguna manera.

**Confidencialidad:** Los resultados de la evaluación de su hijo/a serán compartidos con la escuela de su hijo/a. La confidencialidad de los datos de este estudio es estrictamente protegida. La privacidad individual de su hijo/a será estrictamente mantenida en todas las publicaciones y datos escritos del estudio. Los identificadores podrían ser eliminados de los datos, y después tal traslado, la información podría ser usada en estudios futuros y distribuida a otro investigador para estudios en el futuro sin ningún consentimiento informado adicional de su parte.

### Información de contacto:

**Preguntas:** Si tiene alguna pregunta o preocupación sobre este estudio por favor comuníquese con el grupo de investigación al (650) 497-2583 o por correo electrónico a [readingresearch@stanford.edu](mailto:readingresearch@stanford.edu).

**Contacto independiente:** Si usted no está satisfecha como se ha conducido este estudio, o si tiene alguna preocupación, queja, or preguntas en general acerca del estudio o de sus derechos como participante por favor contacte la Junta de Revisión Institucional (IRB) de Stanford para hablar con alguien independiente del grupo de estudio al (650) 497-2583 o gratis a 1-866-680-2906. También puede escribirnos al IRB de Stanford- Stanford University 1705 El Camino Real Palo Alto, CA 94306.

**Permiso:** Su hijo/a será incluido en el estudio a menos que usted decida portarlos fuera. Si usted NO está de acuerdo de dejar a su hijo/a que participe en el estudio por favor indíquelo en <http://tinyurl.com/roar-opt-out/> o comuníquese al grupo de investigación. Por favor, asegúrese de proveer el nombre completo de su hijo/a y su escuela.

<h1>Putnam County Board of Education</h1>			
Monitoring: <a href="#">Click here to enter text.</a>	Descriptor Term: <h2 style="text-align: center;">Board Members</h2>	Descriptor Code: <b>1.102</b>	Issued Date: <b>09/07/23</b>
		Rescinds: <b>1.102</b>	Issued: <b>12/01/22</b>

1 The legal status of board members shall be, as follows:

2 **NUMBER OF MEMBERS<sup>1</sup>**

3 The Board is composed of six (6) members.

4 **QUALIFICATIONS**

5 Members of the Board shall be residents ~~of and~~ elected ~~on a non-partisan basis~~ from districts of  
 6 substantially equal population<sup>1</sup>, and shall be citizens of recognized integrity, intelligence, and ability to  
 7 administer the duties of the office.<sup>1,2</sup> To qualify as a candidate, an individual must show proof of:

- 8 1. Graduation from high school or receipt of a **high school equivalency credential approved by the**  
 9 **State Board of Education; GED or HiSET<sup>3</sup>**; and
- 10 2. Being a qualified voter and resident in the county for one (1) year prior to the qualifying  
 11 deadline for running as a candidate.<sup>4</sup>

12 Members of the county legislative body and other local governmental officials shall not be eligible for  
 13 election as a member of the Board of Education.<sup>5</sup>

14 **TERMS OF OFFICE**

15 Members of the Board shall serve four (4) year terms.<sup>1</sup>

16 **VACANCIES**

17 Vacancies shall be declared to exist on account of death, resignation, removal or through due process  
 18 proceedings.<sup>6</sup>

19 When a vacancy occurs, the unexpired term shall be filled at the next regular or special meeting of the  
 20 local legislative body.<sup>7</sup> Such appointment shall continue until the next regular election.

**received**  
 08-29-23

*Recommended as Submitted*  
*Chris Cant* 8/29/23

Legal References

Cross References

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EXHIBIT  
 VII A.2.  
 09-07-23

# Putnam County Board of Education

Monitoring:  Click here to enter text.	Descriptor Term:  <h2 style="text-align: center;">Code of Ethics</h2>	Descriptor Code:  <b>1.106</b>	Issued Date:  <b>09/07/23</b>
		Rescinds:  <b>1.106</b>	Issued:  <b>10/07/10</b>

CODE OF ETHICS

PUTNAM COUNTY SCHOOL DISTRICT

**Section 1. Definitions:**

- (1) ~~“School district” means Putnam County School District, which was duly created by a public or private act of the General Assembly; and which includes all boards, committees, commissions, authorities, corporations or other instrumentalities appointed or created by the school district or an official of the school district.~~
- (2) ~~“Officials and employees” means and includes any official, whether elected or appointed, officer, employee or servant, or any member of any board, agency, commission, authority or corporation (whether compensated or not), or any officer, employee or servant thereof, of the school district.~~
- (3) ~~“Personal interest” means, for the purpose of disclosure of personal interests in accordance with this Code of Ethics a financial interest of the official or employee, or a financial interest of the official’s or employee’s spouse or child living in the same household, in the matter to be voted upon, regulated, supervised, or otherwise acted upon in an official capacity.~~

**Section 2-1. Disclosure of personal interest in voting matters.** An official or employee with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and to be included in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official’s or employee’s vote on the measure. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from voting on the measure.

**Section 3-2. Disclosure of personal interest in non-voting matters.** An official or employee who must exercise discretion relative to any matter other than casting a vote and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion when possible, the interest on the attached disclosure form and file the disclosure form with the school district’s central office. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from the exercise of discretion in the matter.

*Recommended as submitted*

**received**  
 08-17-23

Version Date: August 21, 2023  
 8/21/23  
*Annie Knight*

1 **Section #3. Acceptance of gifts and other things of value.** An official or employee, or an official’s  
2 or employee’s spouse or child living in the same household, may not accept, directly or indirectly, any  
3 gift, money, gratuity, or other consideration or favor of any kind from anyone other than the school  
4 district that a reasonable person would understand was intended to influence the vote, official action or  
5 judgement of the official or employee in executing decision-making authority affecting the school  
6 district.

7 It shall not be considered a violation of this policy for an official or employee to receive entertainment,  
8 food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in  
9 connection with a conference sponsored by an established or recognized statewide association of  
10 school board officials or by an umbrella or affiliate organization of such statewide association of  
11 school board officials.

12 **Section 5. Ethics Complaints.** The school district may create a School District Ethics Committee (the  
13 “Ethics Committee”) consisting of three members who will be appointed to one-year terms by the  
14 Chairman of the Board of Education with confirmation by the board of education. The Ethics  
15 Committee shall convene as soon as practicable after its appointment and elect a chair and a secretary.  
16 The records of the Ethics Committee shall be maintained by the secretary and shall be filed in the  
17 office of the director of schools, where they shall be open to public inspection.

18 ~~Questions and complaints regarding violations of this Code of Ethics or any violation of state law~~  
19 ~~governing ethical conduct should be directed to the chair of the Ethics Committee. Complaints shall be~~  
20 ~~in writing and signed by the person making the complaint, and shall set forth in reasonable detail the~~  
21 ~~facts upon which the complaint is based.~~

22 ~~Questions and complaints regarding the violations of this Code of Ethics shall be directed to the Chair~~  
23 ~~of the Ethics Committee. Complaints shall be in writing, signed by the person making the complaint,~~  
24 ~~and include details as to the facts surrounding the complaint.~~

25 ~~The School District Ethics Committee may investigate any credible complaint against an official or~~  
26 ~~employee charging any violation of this Code of Ethics, or may undertake an investigation on its own~~  
27 ~~initiative when it acquires information indicating a possible violation, and make recommendations for~~  
28 ~~action to end or seek retribution for any activity that, in the Committee’s judgement, constitutes a~~  
29 ~~violation of this Code of Ethics. If a member of the Committee is the subject of a complaint, such~~  
30 ~~member shall recuse himself or herself from all proceedings involving such complaint.~~

31 ~~The Ethics Committee may investigate an ethical complaint received against a board member or~~  
32 ~~employee and make recommendations to cease any activity that, in the Ethics Committee’s judgment,~~  
33 ~~constitutes a violation of this Code of Ethics. If a member of the Ethics Committee is the subject of a~~  
34 ~~complaint, the member shall recuse himself/herself from all proceedings involving the complaint.~~

35 The **Ethics** Committee may:

- 36 (1) refer the matter to the Board Attorney for a legal opinion and/or recommendations for  
37 action;
- 38 (2) in the case of ~~an official~~ a board member, refer the matter to the school board body for  
39 possible public censure if the board body finds such action warranted;

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- (3) ~~in the case of an employee, refer the matter to the official responsible for supervision of the employee for possible disciplinary action if the official finds discipline warranted; in case of an employee, refer the matter to the Director of Schools/designee for possible disciplinary action if warranted; or~~
- (4) in a case involving possible violation of state statutes, refer the matter to the district attorney for possible ouster or criminal prosecution.

~~The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this Code of Ethics. When a violation of this Code of Ethics also constitutes a violation of a personnel or civil service provisions rather than as a violation of this Code of Ethics.~~

**POINT OF CONTACT<sup>2</sup>**

The Board Chair shall serve as the point of contact for the Tennessee Ethics Commission. The Director of Schools shall provide the contact information to the Commission and ensure that any changes are submitted within thirty (30) calendar days.

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Legal References

Cross References

1.



# Putnam County Board of Education

Monitoring:  Click here to enter text.	Descriptor Term:  <b>School Board Meetings</b>	Descriptor Code:  <b>1.400</b>	Issued Date:  <b>09/07/23</b>
		Rescinds:  <b>1.400</b>	Issued:  <b>09/27/12</b>

1 The Board will transact all business at official meetings which may be either regular or special.  
 2 Every meeting of the Board, except with the attorney to discuss pending or threatened litigation, will  
 3 be open to the public.<sup>1</sup> Open meetings will be physically accessible to all students, employees, and  
 4 interested citizens.<sup>3</sup>

5 ~~The Board may restrict the recording of board meetings via camera, camcorder, or other photographic~~  
 6 ~~equipment when such recording creates a threat to public safety and welfare or impedes the conducting~~  
 7 ~~of efficient and orderly public meetings.<sup>3</sup>~~

8 **REGULAR MEETINGS**

9 Regular meetings of the Board shall be held on the first Thursday of each month.  
 10 In instances when any regular meeting date falls on a legal holiday, the meeting shall be rescheduled  
 11 by the chairman.  
 12 All changes of regular meetings from normal dates shall be advertised in the media at least two (2)  
 13 days prior to the date of the meeting.

14 **SPECIAL MEETINGS**

15 The Board shall hold such special meetings as necessary to transact the business of the Board. Such  
 16 meetings shall be called by the chair whenever, in the chair's judgment, the interests of the schools  
 17 require it, or when requested to do so by a majority of the Board.<sup>2</sup>  
 18 Only business related to the call of the meeting, and details related to agenda items shall be discussed  
 19 or transacted by the Board at a special meeting.

20 **ELECTRONIC ATTENDANCE<sup>4</sup>**

21 Absent board members may attend a regular or special meeting by electronic means ~~if the member is~~  
 22 ~~absent because of work, a family emergency, or the member's military service. If a board member is~~  
 23 ~~absent due to military service, he/she may participate electronically as often as he/she is able to do so.~~  
 24 ~~However, a board member may not participate electronically more than two (2) times per year for~~

**received**  
*08-28-23*

*Sh M*

*Recommended as submitted.*

*[Signature]* *8/29/23*

*Please Note Line 6, p. 2 \**

~~absences due to work and/or family emergencies; for certain qualifying reasons.~~ The following requirements apply to all electronic attendance, regardless of the reason for the absence:

*General Requirements*

1. A quorum of the Board must be physically present at the meeting in order for any member to attend electronically.
2. Any member wishing to participate electronically must do so using technology ~~which that~~ allows the Chair to visually identify the ~~board member; and~~
3. The responsibility for the connection lies with the member wishing to participate electronically. No more than three (3) attempts to connect shall be made, unless the Board chooses to make additional attempts.

*Work Related Absence*

~~The following requirements apply to electronic attendance due to a work related absence:~~

- ~~1. The Board member must be absent from the county due to work.~~
- ~~2. The member wishing to participate must give the Chair and Director at least five (5) days notice prior to the meeting of the member's desire to participate electronically.~~

~~A board member may attend a meeting by electronic means if out of the county due to work; however, he/she may only participate electronically two (2) times per year for this reason. The board member shall give the Chair and Director of Schools at least five (5) days' notice prior to the meeting of the board member's intention to participate electronically.~~

*Sickness or Period of Convalescence*

~~A board member may attend a meeting by electronic means if sick or in a period of convalescence on the advice of a healthcare professional; however, he/she may only participate electronically three (3) times per year for this reason.~~

*Inclement Weather or Natural Disaster*

~~A board member may attend a meeting by electronic means due to inclement weather or natural disaster if the schools in the school district are closed; however, he/she may only participate electronically three (3) times per year for this reason.~~

*Family Emergency*

~~The following requirement applies to electronic attendance due to a family emergency:~~

- ~~1. The member must be absent due to the hospitalization of the member or the death or hospitalization of the member's spouse, father, mother, son, daughter, brother, sister, son-in-law, daughter-in-law, step-son, step-daughter, father-in-law, mother-in-law, brother-in-law, or sister-in-law.~~

1 A board member may attend a meeting by electronic means if there is a family emergency that  
2 prevents him/her from attending in person. The absence shall be due to the hospitalization of the board  
3 member or the death or hospitalization of the member's spouse, father, mother, son, daughter, brother,  
4 sister, son-in-law, daughter-in-law, stepson, stepdaughter, father-in-law, mother-in-law, brother-in-law,  
5 or sister-in-law. The board member may only participate electronically two (2) times per year for this  
6 reason.

7 *Military Service*

8 A board member may attend a meeting by electronic means if out of the county due to military service.  
9 The board member may participate electronically as often as he/she is able to do so.

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Legal References

Cross References

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# Putnam County Board of Education

Monitoring:  Click here to enter text.	Descriptor Term:  <h2 style="text-align: center;">Salary Deductions</h2>	Descriptor Code:  <b>2.803</b>	Issued Date:  <b>09/07/23</b>
		Rescinds:  <b>2.803</b>	Issued:  <b>01/10/08</b>

1 *Central Office*

2 Upon appropriate written authorization, the payroll department of the Board shall make deductions  
 3 approved by the Board from the salary of the employee. Authorization must be made on forms  
 4 provided by the Board and filed in the office of the director of schools.

5 An employee may change or terminate any salary deduction upon written notification to the Board.  
 6 ~~Except salary deductions required by contract between the employee and PCEA.~~

Legal References

Cross References

Insurance Management 3.600

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Recommend as submitted by  
 Mrs. McQuinn 8/4/23

**received**  
 08-04-23  
*ACK*

EXHIBIT  
 VII A.5  
 09/07/23

# Putnam County Board of Education

Monitoring: Click here to enter text.	Descriptor Term: <b>Emergency Preparedness Plan</b>	Descriptor Code: <b>3.202</b>	Issued Date: <b>09/07/23</b>
		Rescinds: <b>3.202</b>	Issued: <b>12/01/22</b>

1 The Director of Schools shall be responsible for developing, maintaining, and acquiring board  
 2 approval of the district Emergency Preparedness Plan,<sup>1</sup> which shall include procedures for  
 3 bomb threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe  
 4 weather, and medical emergencies.

5 The principal of each school shall develop and implement emergency preparedness drills  
 6 which shall be approved by the Director of Schools. When appropriate, such drills shall be  
 7 held in conjunction with emergency response agencies.

8 **FIRE AND SAFETY DRILLS**

9 The principal shall ensure that one fire drill requiring full evacuation is given every thirty (30)  
 10 school days, with two (2) fire drills occurring during the first thirty (30) full days of the school  
 11 year. Additionally, he/she shall ensure that four (4) fire safety educational announcements are  
 12 conducted throughout the year.<sup>2</sup>

13 The principal shall ensure that three (3) additional safety drills are given during the school  
 14 year.<sup>3</sup> These drills may cover inclement weather, earthquakes, armed intruders, or other  
 15 emergency drills that do not require full evacuation. A record of all fire or safety drills,  
 16 including the time and date, shall be kept in each school's office.<sup>3</sup>

17 The principal shall regularly check the quantity, locations, and conditions of fire extinguishers  
 18 and shall give all school personnel instructions on how to properly use fire extinguishers.

19 **ARMED INTRUDER DRILLS**

20 ~~The principal shall ensure that each school safety team conducts at least one (1) armed intruder~~  
 21 ~~drill annually in coordination with local law enforcement.<sup>4</sup>~~

22 **ANNUAL DRILLS<sup>4</sup>**

23 ~~The principal shall ensure that the school safety team conducts each of the following type of~~  
 24 ~~drills annually:~~

received  
 08-18-23  
 Accommodated as submitted  
 CRK 8/18/23

- 1 1. An armed intruder drill in coordination with local law enforcement;
- 2 2. An incident command drill; and
- 3 3. An emergency safety bus drill.

4 **AED DRILLS**

5 ~~Any school~~ All schools shall conduct a CPR and AED drill to ensure students are aware of the  
6 steps that must be taken in the event of a medical emergency. The principal shall ensure that  
7 the drill occurs.<sup>5</sup>

8 The Director of Schools shall develop the necessary administrative procedures on AED and  
9 CPR training, planning, notification, and maintenance to comply with state law.

10 **MEDICAL EMERGENCIES/PANDEMIC FLU**

11 In the event of medical emergencies, such as a pandemic flu outbreak, school officials shall  
12 cooperate and consult with the local and state health departments and other emergency or  
13 healthcare providers in protecting students and the community from further infection. The  
14 director of schools shall develop procedures for health emergencies in accordance with state  
15 law and regulations.<sup>6</sup>

16 **REMOTE LEARNING DRILLS<sup>7</sup>**

17 At least once each year, a remote learning drill shall be conducted. The drill shall accurately  
18 reflect how students will transition to remote learning in the event of a disruption to school  
19 operations. Students shall not be asked or required to transition to remote learning at any time  
20 during the drill.

21

Legal References

Cross References

- 1. TRR/MS 0520-1-3-.03(18)
- 2. Public Acts of 2017, Chp. No. 451
- 3. TCA 68-102-137(b), (f)
- 4. Public Acts of 2017, Chp. No. 313
- 5. TCA 49-2-122(b)(2)(A)
- 6. Tennessee Department of Health Pandemic Influenza Response Plan,  
[http://health.state.tn.us/ceds/PDFs/2006\\_PanFlu\\_Plan.pdf](http://health.state.tn.us/ceds/PDFs/2006_PanFlu_Plan.pdf)

- Emergency Closings 1.8011
- Community Use of School Facilities 3.206

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<b>Putnam County Board of Education</b>			
Monitoring: Click here to enter text.	Descriptor Term:  <b>Threat Assessment Team</b>	Descriptor Code:  <b>3.204</b>	Issued Date:  <b>09/07/23</b>
		Rescinds:  <b>3.204</b>	Issued

1 *General*

2 A threat assessment team shall be created within the school district to develop intervention-  
 3 based approaches to prevent violence, manage reports of potential threats, and create a system  
 4 that fosters a safe, supportive, and effective school environment. The Director of Schools shall  
 5 appoint the members of the threat assessment team.

6 The Director of Schools shall develop administrative procedures regarding the training and  
 7 operations of the team to comply with state law and State Board of Education rules and  
 8 regulations.

9 **TEAM MEETINGS**

10 All threat assessment team meetings shall be closed to the public.<sup>2</sup>

11 **RECORDKEEPING<sup>3</sup>**

12 The team shall document all behaviors and incidents deemed to pose a risk to school safety or  
 13 that resulted in intervention and shall provide the information to the Director of Schools and  
 14 Coordinated School Health (CSH).

15 A report of the activities of the threat assessment team will be compiled and shared with the  
 16 Board before each regular meeting.

17 Documents produced or obtained regarding these assessment activities will not be open for  
 18 public inspection.

Legal References

1. TCA 49-6-2701 *et seq.*; Public Chapter 2023, Chapter No. 367
2. TCA 49-6-2701(f)
3. TCA 49-6-2702

Cross References

- School District Records 1.407
- Safety 3.201
- Security 3.205

*Recorded as submitted  
 Chr. Dir. 8/18/23*

**received**  
 08-18-23  
*[Signature]*

Student Record 6.600

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# Putnam County Board of Education

Monitoring:  Click here to enter text.	Descriptor Term:  <h2 style="text-align: center;">Security</h2>	Descriptor Code:  <b>3.205</b>	Issued Date:  <b>09/07/23</b>
		Rescinds:  <b>3.205</b>	Issued  <b>12/02/21</b>

1 The director of schools shall establish procedures to protect school property which shall include, but  
 2 not be limited to:

- 3 1. Closing and securing teacher work areas when being left unattended or at the end of the day;
- 4
- 5 2. Denying students permission to use the classrooms, laboratories, gymnasiums or other school
- 6 facilities or equipment without appropriate faculty supervision;
- 7
- 8 3. Controlling the issuance of keys;
- 9
- 10 4. Developing programs which contribute to the proper care and use of school facilities and
- 11 equipment; and
- 12
- 13 5. Ensuring that equipment purchased with federal funds is managed as directed by federal law.<sup>2</sup>

14 **All exterior doors leading in to a school building shall be locked at all times and access to school**  
 15 **buildings is limited to the school's primary entrance during the school day as well as when students are**  
 16 **present outside of regular school hours.<sup>3</sup>**

17 The principal shall call law enforcement officials in cases involving illegal entry, building damage,  
 18 theft, or vandalism. The principal shall notify the Director of Schools as soon as practical, but no  
 19 longer than twenty-four (24) hours, after a case of vandalism, theft, building damage, and/or illegal  
 20 entry. The Director of Schools/designee is authorized to sign a criminal complaint and press charges  
 21 against perpetrators of vandalism against school property, and is further authorized to delegate  
 22 authority to sign such complaints and press charges. The Director of Schools shall report all signing of  
 23 such complaints to the Board.

24 **AFTER SCHOOL HOURS**

25 **If, outside of regular school hours, there is a need to unlock the doors during a school activity, a school**  
 26 **district employee shall be stationed by the door to ensure access is limited to authorized persons.<sup>3</sup>**

27 **LAW ENFORCEMENT SERVICES<sup>1</sup> (if applicable)**

**received**  
 08-18-23  
*Record submitted*  
*Ch. Pin 8/18/23*

1 The Board may enter into collaborative partnerships with appropriate law enforcement agencies.  
2 Partnerships may include, but not be limited to, education and recreational programs, delinquency  
3 prevention, and mentoring initiatives.

4 The Board may enter into a memorandum of understanding (MOU) with the chief of a law  
5 enforcement agency to provide school policing. The MOU shall address, at a minimum, the following  
6 issues:

- 7 1. Any school resource officer (SRO) assigned under the MOU shall be in compliance with all  
8 laws, regulations, and rules of the Peace Officer Standards and Training Commission at the  
9 time of assignment and remain compliant throughout his/her assignment.  
10
- 11 2. As a condition of assignment, any SRO shall participate in forty (40) hours of basic training in  
12 school policing within twelve (12) months of assignment. Every year thereafter, the SRO shall  
13 participate in a minimum of sixteen (16) hours of training specific to school policing. All  
14 training programs shall be approved by the Peace Officers Standards and Training  
15 Commission.  
16
- 17 3. Any SRO assigned under the MOU remains an employee of the law enforcement agency and is  
18 subject to that agency’s direction, control, supervision, and discipline.  
19
- 20 4. No-SRO shall be assigned to a school, or continue in such an assignment, without the consent  
21 of the Director of Schools.  
22
- 23 5. In the event that more than one (1) SRO is assigned to a school district, the law enforcement  
24 agency shall designate one (1) of the SROs as the senior SRO. The duties of the senior SRO  
25 shall include, but not be limited to, the following:  
26
  - 27 a. Representing and carrying out the policies of the law enforcement agency assigning the  
28 SROs;
  - 29 b. Supervising the SROs in the performance of their duties;
  - 30 c. Consulting with the Director of Schools regarding the best use of the available  
31 resources for school policing; and
  - 32 d. Resolving disputes between the SROs and students or staff members.  
33
- 34 6. The MOU may be effective for any length of time, including continuing until terminated by the  
35 parties, and may contain any reasonable notice requirement for the termination of the MOU.  
36 However, the MOU shall contain a provision allowing the Director of Schools to suspend the  
37 active participation of any SROs in the event that the Director of Schools believes that such  
38 suspension is best for the health, safety, or wellbeing of the student or staff members.

39 **CYBERSECURITY<sup>4</sup>**

40 The Director of Schools/designee shall develop an administrative procedure regarding the district’s  
41 cybersecurity plan to identify cybersecurity risks, implement mitigation planning, and protect  
42 cyberinfrastructure against cyberattacks and other cybersecurity threats and incidents.

1

Legal References

1. TCA 49-6-805(3)
2. 2 CFR 200.313
3. TCA 49-6-4217
4. Public Acts of 2021, Chapter No. 335

Cross References

Visitors to the Schools, 1.501

Inventories 2.702

Care of School Property 6.311

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# Putnam County Board of Education

Monitoring:  Click here to enter text.	<p><b>Summer</b></p> <p><b>Instructional Programs</b></p>	Descriptor Code:  <b>4.204</b>	Issued Date:  <b>09/07/23</b>
		Rescinds:  <b>4.204</b>	Issued:  <b>06/25/15</b>

1 Summer schools shall be organized and operated as a part of the public school program, shall be under  
 2 the control and management of the Board, and shall comply with rules and regulations of the State  
 3 Board of Education<sup>1</sup>, and shall be for those students enrolled the previous school year in Putnam  
 4 County Schools.

5 The summer school program, subject to annual approval by the Board, shall provide opportunities for  
 6 instruction at the elementary level, middle level, and secondary level.

7 All summer school classes shall meet on school property, and any exceptions must be approved by the  
 8 Board. The library, laboratories, and other facilities shall be made available to all students enrolled in  
 9 the summer school program as funding permits on an annual basis.

10 The director shall annually determine the tuition rates for summer classes, credit recovery, and on-line  
 11 virtual courses and make them known and available by the beginning of each school year.<sup>2</sup>

12 A student may enroll in summer school, grade 7 – 12, provided absences do not exceed fifteen (15) per  
 13 semester, the semester grade average is fifty (50) or above, and enrollment for the previous year was in  
 14 Putnam County Schools.

15 No more than two (2) credits at the high school level or two (2) terms at the middle school level shall  
 16 be earned during any summer school session without prior written approval of the principal.

17 One hundred percent attendance is required in summer school, except in extenuating circumstances  
 18 (i.e., illness verified by a physician excuse or death in the immediate family.)

19 A passing summer school grade can replace a failing semester grade.

20 **~~THIRD GRADE SUMMER SCHOOL~~**

21 ~~Beginning with the 2011-2012 school year, a student in the third grade shall not be promoted to the~~  
 22 ~~next grade level unless the student has shown a basic understanding of the curriculum and ability~~  
 23 ~~to perform skills required in the subject of reading as demonstrated by the student's grades or~~  
 24 ~~standardized test results. However, such student may be promoted if the student participates in an~~  
 25 ~~EA approved research based intervention prior to the beginning of the next school year. This~~  
 26 ~~section shall not apply to students who have IEPs pursuant to 20 U.S.C. 1400 et seq. PCSS will~~  
 27 ~~use state assessment results to determine summer school eligibility.~~

*Recommend*

**received**  
 08-17-23 *ASW* *ASW*

Putnam County Board of Education			
Monitoring Click here to enter text.	Descriptor Term <b>Library Materials</b>	4.403	Issued Date 09/07/23
	<del>Reconsideration of Instructional Materials and Textbooks</del>	Rescinds: 4.403	Issued: 09/04/08

1 *General*

2 The School media Specialist shall be responsible for library collection development. Library materials  
 3 shall be reviewed to ensure the content aligns with state law.<sup>1</sup> The library collection shall adhere to the  
 4 following criteria:

- 5 1. Materials shall be suitable for and consistent with the educational mission of the school;
- 6 2. Materials shall be appropriate for the age and maturity levels of the students who may access  
 7 them. The determining factor will be based on an assessment of any mature themes or content  
 8 (i.e., violence, sexual content vulgar language, substance abuse);
- 9 3. Materials shall contain literary, historical, and/or artistic value and merit; and
- 10 4. The collection as a whole shall offer a variety of viewpoints.

11 Each School Media Specialist shall be responsible for periodically reviewing their school's library  
 12 collection in line with these established standards.

13 The definition of library collection is broad and is not limited to materials physically located in the  
 14 school's library. The definition applies to any materials, regardless of form, made available to students,  
 15 including materials maintained in a teacher's classroom.

16 **COMPLAINTS**

17 If a complaint is made by an employee, student, or parent/guardian, please refer to Policy 4.801.

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*Second*  


**received**  
 08-21-23  


EXHIBIT  
 VII A.10.  
 09/07/23

Putnam County Board of Education			
Monitoring:  Click here to enter text.	Descriptor Term:  <b>Testing Programs</b>	Descriptor Code:  4.700	Issued Date:  09/07/23
		Rescinds:  4.700	Issued:  12/02/21

1 The Board shall provide for a system wide testing program, which shall be periodically reviewed and  
 2 evaluated. The purposes of the program shall be to:

- 3 1. Assist in promoting accountability;
- 4 2. Determine the progress of students;
- 5 3. Assess the effectiveness of the instructional program and student learning;
- 6 4. Aid in counseling and guiding students in planning future education and other endeavors;
- 7 5. Analyze the improvements needed in each instructional area;
- 8 6. Assist in the screening of students with learning difficulties;<sup>1</sup>
- 9 7. Assist in placing student in remedial programs;
- 10 8. Provide information for college entrance and placement; and
- 11 9. Assist in educational research by providing data.<sup>2</sup>

12 The director of schools shall be responsible for planning and implementing the program, which  
 13 includes:

- 14 1. Determining specific purpose of each test;
- 15 2. Selecting the appropriate test to be given;
- 16 3. Establishing procedures for administering the tests;
- 17 4. Making provisions for interpreting and disseminating the results;
- 18 5. Maintaining testing information in a consistent and confidential manner; and
- 19 6. Ensuring that the results are obtained as quickly as possible, especially when placement in a  
 20 special learning program might be necessary.

21 State-mandated student testing programs shall be undertaken in accordance with procedures published  
 22 by the State Department of Education.<sup>3</sup>

23 The Director of Schools may exclude these scores from students' final grades if results are not received  
 24 by the district at least five (5) instructional days before the end of the course.<sup>4,5</sup>

25 **WEIGHTING TCAP SCORES**

26 TNReady<sup>4</sup> and EOC<sup>5</sup> scores shall be included in students' final grades, as follows:

- 27 1. Grades 3-5 – 15% of the second semester average
- 28 2. Grades 6-8 – 15% of the second semester average

received  
 08-22-23

1 3. Grades 9-12 – 15% of the second semester average

2 The Putnam County School System shall use the following methodology: cube root.

3 ~~The Director of Schools may exclude these scores from students’ final grades if results are not received~~  
4 ~~by the district at least five (5) instructional days before the end of the course.<sup>4,5</sup>~~

5 **INTEREST INVENTORIES AND CAREER ASSESSMENTS<sup>6</sup>**

6 Interest inventories shall be made available to middle and high schoolers. These may include  
7 assessments ~~such as the Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, the College~~  
8 ~~Board Career Finder, Virtual Job Shadow, and Major Clarity of a state-approved program and the~~  
9 ~~ASVAB.~~

10 Career aptitude assessments shall be administered to 7<sup>th</sup> and/or 8<sup>th</sup> graders in order to inform the  
11 student’s high school plan of study.

12 **TESTING INFORMATION AND PARENTAL CONSENT**

13 Any test directly concerned with measuring student ability or achievement through individual or group  
14 psychological or social metric tests shall not be administered by or with the knowledge of any  
15 employee of the system without first obtaining written consent of the parents or guardians.<sup>2</sup>

16 Results of all group tests shall be recorded on students’ permanent records and shall be made available  
17 to appropriate personnel in accordance with established board policies.<sup>7</sup>

18 No later than July 31<sup>st</sup> of each year, the Board shall publish on its website information related to state  
19 and board mandated tests that will be administered during the school year. The information shall  
20 include:<sup>8</sup>

- 21 1. The name of the test;
- 22 2. The purpose and use of the test;
- 23 3. The grade or class in which the test will be administered;
- 24 4. The tentative date or dates that the test will be administered;
- 25 5. The time and manner in which parent(s)/guardian(s) and students will be notified of the results  
26 of the test’
- 27 6. How parent(s)/guardian(s) can access the questions and answers on their student’s state-  
28 required tests; and
- 29 7. If a board mandated test, how the test complements and enhances students’ instruction and  
30 learning and how it serves a purpose distinct from state-required tests.

31 Testing information shall also be placed in student handbooks or other school publications that are  
32 provided to parent(s)/guardian(s) on an annual basis.

33 **TESTING TRANSFER STUDENTS FOR GRADE PLACEMENT OR AWARDING CREDIT<sup>9</sup>**

34 ~~Students transferring from a Category IV church-related school, Category V private school, or home~~  
35 ~~school shall be awarded credit upon completion of a written exam. These exams shall be approved,~~

1 administered, and graded by the school’s principal/designee. Upon request from a parent/guardian,  
2 student scores from a nationally standardized achievement test in the relevant subject shall be accepted  
3 as a substitute for these exams.

4 For students in grades one through eight (1-8), the exam shall only cover the last grade completed. For  
5 students in grades nine through twelve (9-12), the exam shall only cover the last course completed by  
6 the student (for example, if a student has completed English I, II, and III, the examination shall only  
7 cover English III).

8 The Director of Schools shall provide notice to parent(s)/guardian(s) of these exams

9 **HIGH SCHOOL CREDIT EXAM FOR ELIGIBLE COURSES<sup>10</sup>**

10 A student in grades nine through twelve (9-12) may receive credit for an eligible course in which the  
11 student is not enrolled but attains a qualifying score on the eligible course’s credit exam. The  
12 qualifying scores for these exams shall be presented to the Board at the July board meeting.

13 The Director of Schools/designee shall be responsible for determining which eligible courses will have  
14 a credit exam and shall provide high school students each semester the opportunity to take a credit  
15 exam for an eligible course offered. Each eligible course’s credit exam shall be administered to any  
16 student seeking course credit conducted by VITAL during the testing window before *Spring*  
17 *Registration*. Before taking a credit exam, the student shall be notified of the qualifying score needed  
18 to receive credit for the eligible course and the grade that will be included in his/her overall grade point  
19 average if the student achieves a qualifying score on the credit exam. A student may only take a credit  
20 exam once.

21 A student may take up to four (4) exams, earning no more than four (4) credits that will be applied to  
22 the student’s graduation requirements and be included in the student’s overall grade point average.

23 The Director of Schools/designee shall provide information on these exams to the Department of  
24 Education at the end of the school year per state law.

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Legal References

Cross References

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EXHIBIT  
 VII A.11.  
 09/01/23  
 tabbles

# Putnam County Board of Education

Monitoring:  Click here to enter text.	Descriptor Term:  <b>Controversial Materials</b>	Descriptor Code:  <b>4.801</b>	Issued Date:  <b>09/07/23</b>
		Rescinds:  <b>4.801</b>	Issued:  <b>09/29/22</b>

- 1 Parent(s) may request that a student not be required to read a book, use certain materials, or participate
- 2 in an activity<sup>1</sup>, provided that written request is submitted on the appropriate form to the director of
- 3 schools.
  
- 4 The director of schools shall present the written request to the Board. The final decision concerning the
- 5 use of controversial materials shall rest with the Board.
  
- 6 No student who is granted such a request by the Board shall be penalized academically for his/her
- 7 failure to participate in an activity, read a book or use certain materials. Rather, the student shall be
- 8 given a similar book, activity or materials and graded accordingly.
  
- 9 The Board supports principles of intellectual freedom inherent in the First Amendment of the
- 10 Constitution of the United States<sup>1</sup> and expressed in the *Library Bill of Rights* of the American Library
- 11 Association.
  
- 12 Because opinions differ, there may be questions concerning some instructional and library materials
- 13 despite the quality of the selection process. Therefore, a materials review committee shall be appointed
- 14 at each school by the principal and the committee list filed with the director of schools and supervisor
- 15 of materials at the beginning of the school year. In addition to the principal, the review committee is to
- 16 include certificated library media personnel representatives from classroom teachers, one or more
- 17 parents, and may include one or more students.
  
- 18 If a complaint is made, the following procedure is to be followed:
  
- 19     1. Inform the complainant of the selection procedures and make no commitments.
- 20     2. Request the complainant to submit a formal *“Request for Reconsideration of Instructional*
- 21     *Materials”*.
- 22     3. Inform the principal (and other appropriate personnel).
- 23     4. Keep challenged materials available for use during the reconsideration process.
- 24     5. Upon receipt of the completed form, the principal requests review of the challenged materials
- 25     by an ad hoc materials review committee within fifteen (15) working days, and notifies the
- 26     appropriate supervisor and the director of schools that such review is being done.
- 27     The review committee is appointed by the principal, and includes certified library media
- 28     personnel, representatives from classroom teachers, one or more parents, and may include one
- 29     or more students.
- 30     6. The review committee shall take the following steps after receiving the challenged materials:

*Recommended:*

**received**  
 08-18-23 *[Signature]*

*[Signature]*

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- a. Read, view or listen to the material in its entirety;
  - b. Check general acceptance of the material by reading recognized and evaluative reviews;
  - c. Determine the extent to which the material supports the curriculum;
  - d. Complete the appropriate *“Checklist for Reconsideration of Instructional Materials”*, judging the material for its strength and value; and
  - e. Present recommendation to principal for further action and to the director of schools for purposes of information.
7. The committee’s recommendation may be to:
- a. take no removal action;
  - b. remove the challenged material from the local school. Action to remove shall be based on evidence that the material is pervasively vulgar and/or lacking in educational value;
  - c. restrict the use by students; or
  - d. place the material at another school level.
8. Within five (5) working days of the materials review committees’ meeting, the principal shall:
- a. Officially notify the complainant in writing of the decision reached, and advise of the right to appeal; and
  - b. File a copy of the *“Citizen’s Request for Reconsideration of Instructional Materials”* form and all communications including the committee decision with the superintendent and supervisor of materials.
9. If the complainant desires further action after receiving the recommendation of the committee and the decision of the principal, an appeal may be made to the **Board Director of Schools**. **Then the complainant can appeal the decision of the Director of Schools to the Board.**

Legal References

- 1. *Island Trees/Union Free School District v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982)
- 2. TCA 49-6-1001

Cross References

- Textbook Selection, Distribution and Care 4.401
- Selection of Instructional Materials 4.402
- Reconsideration of Instructional Materials 4.403
- Use of the Internet 4.406
- Web Pages 4.407

<b>Putnam County Board of Education</b>			
Monitoring: Click here to enter text.	Descriptor Term:  <b>Application and Employment</b>	Descriptor Code:  <b>5.106</b>	Issued Date:  <b>04/07/22</b>
		Rescinds:  <b>5.106</b>	Issued:  <b>04/04/19</b>

1    **APPLICATION**

2    An individual desiring a position with the Board shall make application to the director of schools or  
 3    designee through an online process approved by the Board. The Putnam County Board of Education,  
 4    in an effort to provide a safe environment for its employees and students, will conduct pre-employment  
 5    criminal background checks on all prospective employees, both full-time, part-time, licensed, and non-  
 6    licensed. If applying for a teaching position, the Director of Schools shall check the applicant's license  
 7    status in the State Board of Education's database to determine if there is a hold on the applicant's  
 8    license, and if so, the reasoning behind the hold.<sup>2</sup> This also includes certified and non-certified  
 9    individuals desiring to coach athletics and other extracurricular activities paid or non-paid in the  
 10    district's middle and high schools who are not employed by the Putnam County School System.

11    Criminal record checks will be conducted by the Human Resources Department before an applicant is  
 12    submitted for director of schools' approval.<sup>1</sup> The criminal record checks will include a TBI and FBI  
 13    criminal background check and a search of the Department of Children's Services Tennessee Sex  
 14    Offender and Child Abuse Registries. The cost of a criminal background check shall be paid by the  
 15    prospective employee at the time he/she is fingerprinted. Fingerprinting must be completed within ten  
 16    (10) days from the date of the acceptance of the employment offer. Hiring will be contingent upon  
 17    successful completion of the background check.

18    Knowingly falsifying information shall be sufficient grounds for termination of employment and shall  
 19    also constitute a Class A misdemeanor which must be reported to the District Attorney General for  
 20    prosecution.<sup>3</sup> **Any costs incurred to perform these background checks and fingerprints shall be paid by**  
 21    **the applicant.**

22    ***General Regulations:***

- 23    1. An applicant for employment, as a condition for employment will authorize in writing a  
 24    criminal records' check to determine if he/she has been convicted of criminal or drug offenses.  
 25    Failure on the part of an applicant to cooperate in the criminal background check process will  
 26    result in denial of employment.
- 27    2. The Director of Schools will not knowingly employ a person who is disqualified from  
 28    employment because of a conviction for a felony, a crime involving moral turpitude or a  
 29    disqualifying narcotic offense. [TCA Sec. 49-5-501, Tennessee Administrative Rules and  
 30    ]

*Recommended by Angie Knight*

**received**  
**08-18-23**  
*gck*

1 Regulations. The following criteria will be used to evaluate those persons whose fingerprints or  
2 criminal record checks indicate former indicate former criminal convictions:

- 3
- 4 a. Felony convictions less than five (5) years from the date of the criminal records check  
5 will result in immediate termination and/or recession of the employment offers.
- 6 b. Felony convictions more than five (5) years from the date of the criminal records check  
7 will be at the discretion of the director of schools. Information required for such  
8 decision will include, but is not limited to, name and address of the court, date of the  
9 alleged offense, description of charges, explanation of the final action taken including  
10 any fines, probation, imprisonment, first offender adjudication or similar disposition.  
11
- 12 3. Bus drivers, other CDL (Commercial Driver’s Licensed) employees, and any employee who  
13 may from time to time drive a Board of Education vehicle, that are arrested for DUI while on  
14 duty, will be suspended immediately and upon conviction will be subject to termination.  
15 Employees who transport students on school and/or district-related business in a privately  
16 owned vehicle who are arrested for DUI while on duty will be suspended immediately and  
17 upon conviction will be subject to termination.  
18
- 19 4. Bus drivers and other CDL employees who are arrested for DUI charges will be suspended  
20 from any employment involving the driving of a vehicle until the charges are resolved.  
21
- 22 5. Knowingly falsifying information or not fully and accurately disclosing information about  
23 convictions and/or pending charges on the employment application shall be grounds for  
24 immediate termination of employment and shall constitute a Class A misdemeanor which must  
25 be reported to the District Attorney General for prosecution.<sup>2</sup>  
26
- 27 6. If an employee leaves and returns to work within the same period of employment, the  
28 fingerprint and criminal records check requirement may be waived provided there is a  
29 fingerprint and criminal records report in the personnel file and the length of time does not  
30 exceed one calendar year from the date the employee left PCSS. If not, the person must be  
31 fingerprinted and have another criminal records’ check to update the previous records check.  
32 The individual shall pay the cost.<sup>3</sup>

33 *Professional Employees*

34 The application must include a transcript of credits earned at the college or universities attended along  
35 with reference from persons such as previous employers, college professors and supervisors of student  
36 teachers. Other information shall include whether such applicant has been dismissed for cause from a  
37 school system. If previously employed by a local board of education, the applicant shall provide  
38 evidence of acceptable resignation.

39 No person shall be employed:

- 40 1. Who does not hold a valid license to teach or a temporary permit to teach from the State Board  
41 Department of Education.

- 1        2. Who does not have a satisfactory health record or has any contagious or communicable disease
- 2        in such form that might endanger the health of school children.<sup>5</sup> Employees may be required to
- 3        submit to a physical examination by a physician, if deemed necessary by PCSS. Employees in
- 4        positions requiring a CDL (Commercial Driver’s License) must have a physical examination
- 5        requirement. Employees working as Pre-K teachers and aides must follow the **Department** of
- 6        Education’s (Chapter 0520-12-1) physical examination requirements;
- 7        3. Who refuses to take and subscribe to an oath to support the Constitution of the State of
- 8        Tennessee and of the United States of America;<sup>6</sup>
- 9        4. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
- 10       employment for cause; or
- 11       5. Who does not receive a satisfactory background check;
- 12       6. Who is listed on the state’s abuse of vulnerable person registry maintained by the Department
- 13       of Health;<sup>6</sup> or
- 14       7. Who has been identified by the Department of Children’s Services as a perpetrator of child
- 15       abuse, sever child abuse, child sexual abuse, or child neglect, or who poses an immediate threat
- 16       to the health, safety, or welfare of children.<sup>6</sup>

17       *Support Employees*

18       No person shall be employed:

- 19       1. Who does not have a satisfactory health record or has any contagious or communicable disease
- 20       in such form that might endanger the health of school children.<sup>7</sup> Employees may be required to
- 21       submit to a physical examination by a physician, if deemed necessary by PCSS. Employees in
- 22       positions requiring a CDL (Commercial Driver’s License) must have a physical examination
- 23       requirement. Employees working as Pre-K teachers and aides must follow the **State Board**
- 24       **Department** of Education’s (Chapter 0520-12-1) physical examination requirements.
- 25       2. Who has not complied with the Immigration Reform and Control Act of 1986;<sup>7</sup>
- 26       3. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
- 27       employment for cause;
- 28       4. Who does not receive a satisfactory background check. or
- 29       5. Who has been identified by the Department of Children’s Services as a perpetrator of child
- 30       abuse, severe child abuse, child sexual abuse, or child neglect, or who poses an immediate
- 31       threat to the health, safety, or welfare of children.

32  
33       **EMPLOYMENT**

34  
35       *Professional Employees*

36       After checking references and receiving written recommendations, the director of schools shall hire

37       and assign qualified applicants.

38       *Initial Employment*

39       Upon initial employment, the Director of schools shall notify such person, in writing, of the offer and

40       conditions of employment. Upon receipt of employment notification, such person shall respond within

41       the timeline established by state law.<sup>12</sup> From the date of **hire written acceptance**, such person is

1 considered to be under employment with the Board District and is subject to all rights, privileges and  
2 duties.

3 *Support Employees*

4 After checking references and receiving written recommendations from principals and/or supervisors,  
5 the director of schools shall hire and assign qualified applicants.

6 *PCSS Employees Arrested or Convicted*

7 All Putnam County School System employees, including part-time, temporary, contracted, and  
8 substitute personnel, who are arrested and/or convicted of a felony (including felonies that have been  
9 reduced to a lesser charge), or misdemeanor but not to include minor traffic offenses, are to report this  
10 information to the Director of Schools or his/her designee within five (5) days of the arrest and/or  
11 conviction.

12 This policy applies to all Putnam County School System employees as a condition of employment and  
13 as a condition of continued employment.

14

Legal References

- 15 1. TCA 49-5-406
- 16 2. TCA 49-5-413©
- 17 3. TCA 19-5-406(a)(2)(A)
- 18 4. Public Acts of 2018, Chapter No. 938
- 19 5. TCA 49-5-403; TCA 49-5-101
- 20
- 21 6. TCA 49-5-413€, (f)
- 22 7. TCA 49-5-404;TRR/MS 0520-01-03-.08(2)(f)
- 23 8. TCA 49-5-405
- 24 9. Public Acts of 2018, Chapter No. 1006
- 25 10. Immigration Reform and Control Act of 1986; Pub.
- 26 L.No.99-603, 100 Stat. 3359

27

28

Cross References

- Orientation and Probation 5.107
- Compensation Guides & Contracts 5.110
- Background Investigations 5.118
- Recommendations and File Transfers 5.203
- Qualifications and Duties of the Director of  
Schools 5.802

# Putnam County Board of Education

Monitoring: Click here to enter text.	Descriptor Term:  <b>Employment of Retirees</b>	Descriptor Code: <b>5.119</b>	Issued Date: <b>09/07/23</b>
		Rescinds: <b>5.119</b>	Issued: <b>01/05/23</b>

*General*

The Director of Schools may hire a retired individual if certain conditions are met as provided for in state law.

**EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS**

Teachers who retire under the Tennessee Consolidated Retirement System (TCRS) may be employed for up to one hundred twenty (120) days per year without loss of retirement benefits. Retired teachers may substitute teach for additional days. ~~if the Director of Schools certifies in writing to the Division of Retirement that no other qualified personnel are available to substitute teach.~~<sup>1</sup>

**EMPLOYMENT CONTRACTS FOR ONE YEAR**

The Director of Schools may employ retired teachers. ~~retired for at least one (1) year for full-time employment as a kindergarten through twelfth (K-12) grade teacher on a year-to-year basis.~~ Retirement benefits will not be lost or suspended under certain conditions which include, but are not limited to, the following:<sup>2</sup>

- ~~1. The Director of Schools of the employing district shall certify in writing that no other qualified individuals are available to fill the position;~~
  - ~~2. The Commissioner of Education shall certify that the employing school district serves an area that lacks qualified teachers to serve in the position to be filled;~~
  - ~~3. The retired teacher shall hold a valid license and shall not be entitled to tenure status;~~
  - ~~4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or receive medical insurance coverage; and~~
  - ~~5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the Board for teachers with no experience filling similar positions or more than eighty-five percent (85%) of the rate of compensation set by the Board for teachers with comparable training and years of experience filling similar positions.~~
1. The retired teacher shall hold a valid license and shall not be entitled to tenure status.
  2. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or receive medical insurance coverage; and

received  
 08-17-23  
 Anquet Knight  
 BK 8-18-23

3. The salary paid to the retired teacher shall not be less than the rate of compensation set by the Board for teachers with no experience filling similar positions or more than eighty-five percent (85%) of the rate of compensation set by the Board for teachers with comparable training and years of experience filling similar positions.

### **ADDITIONAL EMPLOYMENT OPTION FOR RETIREES<sup>3</sup>**

Retired members of TCRS or a similar system may be offered reemployment for up to one (1) year as a kindergarten through twelfth (K-12) grade teacher, substitute teacher, or bus driver under the following conditions:

1. The retired member has been retired for at least sixty (60) calendar days.
2. The retirement benefit payable to the retired member is reduced to seventy percent (70%) of the retirement allowance;
- ~~3. The retired member's employment can't be longer than a one (1) year period; however, the retired member can be reemployed for additional one (1) year periods;~~
3. 4. The retired member is not drawing disability retirement benefits; and
4. 5. The retired member can't accrue additional retirement benefits.

The Director of Schools shall notify TCRS of the member's reemployment. ~~Once the retired member is hired by the district shall pay TCRS as prescribed by state law. The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five percent (5%) of the retired member's pay rate. and certify in writing that the retired member has the required experience and training for the position and that no other qualified persons are available to fill the position.~~

~~Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state law. The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five percent (5%) of the retired member's pay rate.~~

<b>Putnam County Board of Education</b>			
Monitoring: <small>Click here to enter text.</small>	Descriptor Term:  <b>Sick Leave</b>	Descriptor Code:  <b>5.302</b>	Issued Date:  <b>09/07/23</b>
		Rescinds:  <b>5.302</b>	Issued:  <b>04/04/19</b>

**1 PROFESSIONAL PERSONNEL**

2 The time allowed for sick leave for professional personnel shall be one (1) day for each month  
 3 employed during the school year and shall accumulate for an unlimited number of days.<sup>1</sup>

4 Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or  
 5 illness or death of a member of the immediate family of a teacher, including the teacher's wife or  
 6 husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law,  
 7 daughter-in-law, son-in-law, brother-in-law, and sister-in-law or other family members with the  
 8 approval of the Director of Schools.<sup>2</sup>

9 A signed statement listing the cause of absence shall be provided by the employee on forms furnished  
 10 by the director of schools and shall promptly be given to the immediate supervisor in support of all  
 11 claims for sick leave pay. A falsified statement shall be grounds for dismissal.

12 A certificate from the physician on forms furnished by the Board may be required in support of any  
 13 claim for sick leave pay.<sup>1</sup>

14 The principal shall notify the director of schools' office at once if an employee is sick beyond the limit  
 15 of his/her sick leave accumulation. The substitute teacher, beyond this point, must have a certificate or  
 16 permit and must be paid according to the state salary scale.

17 Permanent, cumulative sick leave records for each active professional employee shall be kept in the  
 18 director of schools' office.

19 A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee  
 20 school system, provided that the director of schools of the system in which the accumulated leave was  
 21 held provides notarized verification.<sup>1</sup>

22 Sick leave for maternity purposes maybe taken. In order to be eligible to use sick leave, written request  
 23 of the teacher accompanied by a statement from the teacher's physician verifying pregnancy shall be  
 24 submitted. A teacher may use up to sixty (60) days of accumulated sick leave for the adoption of a  
 25 child. If both adoptive parents are teachers only one parent may request leave. Written verification  
 26 from the adoption agency or other entity handling the adoption shall be required before the leave is  
 27 granted.<sup>1</sup>

*Recommended by - Argie Knight*  
*8-21-23*

**received**  
*08-27-23* *ML*

1 **SUPPORT PERSONNEL**

2 Sick leave shall be defined the same for support personnel, less than 12 months, as for certified  
3 employees. Twelve-month employees receive one (1) sick day per month with none being converted to  
4 personal days. The time allowed (days earned) for sick leave shall be one (1) day for each month an  
5 employee is employed.

6 At the termination of the employment of any employee, all unused sick leave accumulated by the  
7 employee may be converted to retirement.

8 Upon retirement from PCSS, sick days in excess of 200 will be compensated for a lump sum cash  
9 payment of \$50.00 for each retained and unused sick day. If an employee is terminated for cause, they  
10 shall forfeit all retained and unused sick leave.

11 Effective July 1<sup>st</sup> of each fiscal year, sick days will be posted to your account balance. Employees who  
12 voluntary or involuntary terminate prior to earning all of the sick for that fiscal year will have the sick  
13 pro-rated, sick pay used but unearned will be deducted from your last payroll check.

14 The immediate supervisor may require a physician’s certificate stating the reason for absence within  
15 the sick leave regulation. Frequent and misuse of sick leave by an individual are sufficient grounds for  
16 requiring a physician’s certificate stating the reason for absence.

17 **SICK LEAVE BANK**

18 The purpose of the sick leave bank is to provide sick leave to all employees who have suffered an  
19 unplanned personal illness, injury, disability, or quarantine and whose personal sick leave is exhausted.

20 To form a sick leave bank, a minimum of twenty (20) employees from the school district shall petition  
21 the Board for permission to establish a sick leave bank. Upon approval, sick leave bank trustees shall  
22 be appointed and shall operate as the governing body of the sick leave bank, and shall enact rules and  
23 regulations consistent with state law. Employees wishing to participate shall initially give a maximum  
24 of three (3) days of sick leave. These days are to be deducted from the employee’s personal  
25 accumulation and donated to the sick leave bank. Donations of sick leave to the bank are  
26 nonrefundable and nontransferable.

27 At any time, the number of days in the sick leave bank is less than twenty (20), or one (1) per  
28 employee if there are more than twenty (20) members, or at any time deemed advisable, the trustees  
29 shall assess each member one (1) or more days of accumulated sick leave. If an employee has no  
30 accumulated sick leave at the time of assessment, the first earned days shall be donated as they are  
31 accrued by the employee.

32 An employee who is a member of the sick leave bank may request an allotment of days (for the  
33 employee’s personal illness or on account of an illness of his/her minor child) in the manner designated  
34 by the trustees. The need for these days shall be verified by a statement from a physician.

35 By written notice to the trustees, an employee may withdraw from the bank participation on June 30<sup>th</sup>  
36 of any year. Membership withdrawal results in forfeiture of all days contributed.

1 The sick leave bank shall be operated in accordance with state law.

Legal References

- 1. TCA 49-5-710
- 2. TRR/MS 0520-1-2-.04(2)

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Cross References

- Family and Medical Leave 5.305
- Physical Assault Leave 5.307

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# Putnam County Board of Education

Monitoring:  Click here to enter text.	Descriptor Term:  <b>Family and Medical Leave</b>	Descriptor Code:  <b>5.305</b>	Issued Date:  <b>09/07/23</b>
		Rescinds:  <b>5.305</b>	Issued:  <b>10/03/19</b>

1 **ELIGIBILITY**

2 Anyone who has been employed for at least twelve (12) months by the school system or anyone who  
 3 has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for  
 4 service for purposes of FMLA eligibility<sup>1</sup>) during the previous twelve month period shall be eligible to  
 5 use FMLA leave.<sup>2</sup>

6 **GENERAL PRINCIPLES**

7 An eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave during a  
 8 fixed calendar year for the following reasons:

- 9 1. The birth of a child;
- 10 2. The placement of a child with the employee for adoption or foster care;
- 11 3. A serious health condition of the employee that makes the employee unable to perform the  
 12 essential functions of his or her job position;
- 13 4. The care of a spouse, child, parent or next of kin of the employee who has a serious health  
 14 condition; and
- 15 5. Any qualifying circumstances arising out of the fact that a spouse, child or parent of the  
 16 employee is on covered active duty or has been notified of an impending call or order to  
 17 covered active duty in the Armed Forces.

18 Granting of leave under this policy shall be subject to, and in accordance with, the provisions of  
 19 applicable federal and state laws. An employee may substitute accrued paid leave for unpaid time. Use  
 20 of accrued paid leave shall run concurrently with and be counted toward the employee's total period of  
 21 FMLA leave.

22 **MATERNITY/PATERNITY LEAVE**

- 23 1. *Relationship between FMLA leave and Tennessee Maternity Act leave* – FMLA leave shall run  
 24 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible  
 25 employees leave for a period not to exceed four (4) months for the adoption, pregnancy,  
 26 childbirth and nursing of a newborn child.<sup>3</sup>
- 27 2. *Teachers' Leave* – In accordance with state law, any teacher who goes on maternity sick leave  
 28 shall be allowed to use all or a portion of the teacher's accumulated sick leave or annual leave  
 29

*Recommended by Angie Knight*  
 8-21-23

**RECEIVED**  
 08-17-23 SA/CK

1 for maternity leave purposes. In order to be eligible to use sick leave, a written request of the  
 2 teacher accompanied by a statement from the teacher’s physician verifying pregnancy shall be  
 3 submitted. Upon verification by a written statement from an adoption agency or other entity  
 4 handling an adoption, a teacher may also be allowed to use accumulated sick leave for adoption  
 5 of a child. If both adoptive parents are teachers employed by the district, however, only one (1)  
 6 parent is entitled to use such leave.<sup>4</sup>

7  
 8 3. Spouses who are both eligible employees of the school district are limited to a combined total  
 9 of twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is  
 10 taken for birth and care of a newborn child, for placement of a child for adoption or foster care,  
 11 or to care for a parent who has a serious health condition. Under certain circumstances, spouses  
 12 who share leave for the birth or adoption of a child may be eligible for limited amounts of  
 13 additional leave for other qualifying FMLA reasons.<sup>5</sup>

14  
 15 4. Paid Parental Leave – Under state law, an additional six (6) work weeks of paid leave is  
 16 available to eligible employees after a birth, stillbirth, or adoption of a newly placed minor child.  
 17 An eligible employee taking leave under this provision shall not be required to utilize any other  
 18 type of accrued leave during this period. Eligible employees include teachers, principals,  
 19 supervisors, or other individuals required by law to hold a valid license of qualification for  
 20 employment who have been with a school district full time for a least twelve (12) consecutive  
 21 months.

22  
 23 Employees shall provide notice to the school district thirty (30) days prior to the intended use  
 24 of the leave. If the employee learns about the need for a leave less than thirty (30) days in  
 25 advance the employee shall give notice as soon as reasonably possible in order to be eligible for  
 26 the paid leave. This paid leave does not need to be taken consecutively; however, the paid leave  
 27 shall be used within twelve (12) months of the qualifying event. The leave shall run  
 28 concurrently with FMLA leave.

29 **LEAVE FOR A SERIOUS HEALTH CONDITION<sup>6</sup>**

30 Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when  
 31 he/she is unable to work because of a serious health condition or to care for an immediate family  
 32 member with a serious health condition. Granting of such leave shall be subject to the provisions of  
 33 applicable federal and state laws. Employees shall contact Human Resources to determine if the reason  
 34 for the leave qualifies as Family and Medical Leave. If the leave is foreseeable, the employee shall  
 35 give thirty (30) days’ notice. If the leave is not foreseeable, the employee shall notify Human  
 36 Resources as soon as practicable – generally, either the same or next business day.

37 **LEAVE FOR MILITARY FAMILY MEMBERS**

38 1. *Qualifying Exigency Leave<sup>7</sup>* – Eligible employees are entitled to up to twelve (12) workweeks  
 39 of leave because of any “qualifying exigency” arising out of the fact that the spouse, son,  
 40 daughter or parent of the employee, as defined under the FMLA, is on active duty or has been

- 1 notified of an impending call to active duty, or has been notified of an impended call to active  
 2 duty status, in the Armed Forces. Qualifying exigencies may include:  
 3 a. issues arising from the service member’s short notice deployment;  
 4 b. military events and related activities (e.g. official ceremonies, support programs);  
 5 c. making or updating financial and legal arrangements attending counseling;  
 6 d. attending counseling;  
 7 e. taking up to fifteen (15) days leave to spend time with a covered service member who is  
 8 on short-term rest and recuperation leave during deployment; or  
 9 f. attending post-deployment activities.

10  
 11 2. *Military Caregiver Leave*<sup>8</sup> – An eligible employee who is the spouse, son, daughter, parent or  
 12 next of kin of a covered service member or covered veteran with a serious injury or illness is  
 13 entitled to up to twenty-six (26) workweeks of leave in a “single twelve (12) month period”. A  
 14 covered service member is a current member of the Armed Forces, including a member of the  
 15 National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is  
 16 otherwise in out-patient status, or is otherwise on the temporary disability retired list, for a  
 17 serious injury or illness.

18 A covered veteran is an individual who was a member of the Armed Forces at any time during the  
 19 period of five (5) years preceding the date of the medical treatment, recuperation or therapy that  
 20 has a serious injury or illness who is currently receiving medical treatment, recuperation or therapy.  
 21 The calculation of this 5-year period shall not include the interval of October 28, 2009, through  
 22 March 8, 2013.

23 The “single twelve (12) month period” for leave to military caregiver leave begins on the first day  
 24 the employee takes leave for this reason and ends twelve (12) months later. An eligible employee is  
 25 limited to a combined total of twenty-six (26) workweeks of leave to provide care for a covered  
 26 service member. The maximum of twenty-six (26) workweeks may include no more than twelve  
 27 (12) workweeks of leave that is taken for the birth and care of a newborn child, for the placement  
 28 of a child for adoption or foster care, for care of a parent who has a serious health condition or for  
 29 the employee’s own serious health condition.

30 **INTERMITTENT LEAVE<sup>9</sup>**

31 Eligible employees may take FMLA leave intermittently when medically necessary to care for a  
 32 seriously ill family member or because of the employee’s own serious health condition or for the care  
 33 for a newborn, a newly adopted child or a newly placed foster care child. When a licensed employee  
 34 requests foreseeable leave for planned medical treatment and the employee would be on leave for  
 35 greater than 20% of the total number of working days in the period during which the leave would  
 36 extend, the school district may require that such employee elect either to take the leave for periods of a  
 37 particular duration, not to exceed the duration of the planned medical treatment or to transfer  
 38 temporarily to an available alternative position offered by the school district for which the employee is  
 39 qualified, and that has equivalent pay and benefits and better accommodates recurring periods of leave.

40 **RESTRICTIONS**

1 1. Notice Requirements

- 3 • *Employee Notice*<sup>10</sup> – For foreseeable leave, the employee shall provide the Director of  
4 Schools with at least thirty (30) days written notice before the beginning of the  
5 anticipated leave.
  
- 7 • *District Notice* – Once it has been established that the leave requested qualifies for  
8 FMLA, the Director of Schools/designee shall notify the employee within three (3)  
9 business days (absent extenuating circumstances) that any leave taken pursuant to state  
10 leave statutes (paid vacation leave, personal leave, sick leave, or workers’  
11 compensation) shall run concurrently with FMLA leave. The notice may be given orally  
12 or in writing. If the notice is oral, it shall be confirmed in writing, no later than the  
13 following pay day.<sup>12</sup>

14  
15 2. Certification Requirement<sup>13</sup>

- 16 • The Director of Schools may require that a request for leave be supported by  
17 certification issued by a health care provider with the following information:
  - 18 ▪ The date on which the serious health condition commenced;
  - 19 ▪ The probable duration of the condition;
  - 20 ▪ The appropriate medical facts within the knowledge of the health care  
21 provider regarding the condition; and
  - 22 ▪ A statement that the eligible employee is needed to care for the son,  
23 daughter, spouse or parent and an estimate of the amount of time that such  
24 employee is needed.
- 25 • If there is any reason to doubt the validity of the certification provided, the Director of  
26 Schools may require, at the expense of the school district, an opinion of a second health  
27 care provider.

28 3. Period Near the End of an Academic Term (Professional Employees)<sup>14</sup>

- 29 • If leave is taken more than five (5) weeks prior to the end of the term, the Director of  
30 Schools may require the employee to continue taking leave until the end of the term if  
31 the leave is at least three (3) weeks of duration and the return of employment would  
32 occur during the three (3) week period before the end of the term.
- 33 • If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools  
34 may require the employee to continue taking leave until the end of the term if the leave  
35 is greater than two (2) weeks duration and the return to employment would occur during  
36 the two (2) week period before the end of the term.

37 **REQUIREMENTS OF THE BOARD**<sup>15</sup>

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1. The employee shall be restored to the same position of employment or an equivalent position with no loss of benefits, pay, or other terms of employment.
2. The employee shall be kept under any group health plan for the duration of the leave.
3. The board may recover the premium paid under the following conditions:
  - a. The employee fails to return from leave after the period of leave has expired; and
  - b. The employee fails to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.



Legal References

Cross References

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Putnam County Board of Education			
Monitoring: Click here to enter text.	Descriptor Term: <b>Physical Assault Leave</b>	Descriptor Code: <b>5.307</b>	Issued Date: <b>09/07/23</b>
		Rescinds: <b>5.307</b>	Issued: <b>06/06/13</b>

- 1 A teacher who is absent from assigned duties as a result of personal injury caused by physical assault
- 2 or other violent criminal acts committed in the course of the teacher's employment ~~activities~~ duties
- 3 ~~Receive workers' compensation or comparable benefits without loss of accumulated or granted sick,~~
- 4 ~~personal or professional leave.<sup>1</sup>~~
- 5 ~~A signed statement listing the cause of the absence shall be provided by the employee on forms~~
- 6 ~~furnished by the director of schools and shall promptly be given to the immediate supervisor in support~~
- 7 ~~of all claims. A certificate from the physician on forms furnished by the director of schools may also~~
- 8 ~~be required to verify the extent of the injury.<sup>3</sup> shall receive his/her full salary and full benefits until the~~
- 9 ~~teacher is released by his/her physician to return to work or his/her physician determines the teacher is~~
- 10 ~~permanently unable to return to work. If the teacher receives worker's compensation or other similar~~
- 11 ~~benefits, the Board shall pay the difference between that amount and the teacher's full salary.~~
- 12 A signed statement listing the cause of the absence shall be provided by the employee on forms
- 13 furnished by the Director of Schools and shall promptly be given to the immediate supervisor in
- 14 support of all claims. A certificate from the physician on forms furnished by the Director of Schools
- 15 may also be required to verify the extent of the injury<sup>2</sup>

Legal References

Cross References

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*Angie Knight 8/18/23*

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 08-18-23  
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<h1>Putnam County Board of Education</h1>			
Monitoring:  Click here to enter text.	Descriptor Term:  <b>Staff Rights &amp; Responsibilities</b>	Descriptor Code:  5.600	Issued Date:  09/28/17
		Rescinds:	Issued:

- 1 In fulfilling any **citizenship** rights and responsibilities, employees shall give proper consideration to  
 2 the educational welfare of students and ensure that no conflict exists with their actual duties.
- 3 Each staff member has the right to a work environment free from sexual, racial, ethnic, and religious  
 4 discrimination/harassment.<sup>1,2</sup>
- 5 Educators have the right to:
- 6 1. Be treated with civility and respect as well as having his/her professional judgment and  
 7 discretion respected;
  - 8 2. Report any errant, offensive, or abusive content or behavior of a student to the principal and/or  
 9 appropriate agencies;
  - 10 3. Provide students with a safe environment;
  - 11 4. Defend themselves and their students from physical violence or harm;<sup>3</sup>
  - 12 5. Share information regarding a student's educational experience, health, or safety with the  
 13 student's parent(s)/guardian(s) unless otherwise prohibited;<sup>4</sup>
  - 14 6. Review all instructional material or curriculum before being utilized by students;
  - 15 ~~7. Not be required to use his/her personal money to appropriately equip a classroom; and~~
  - 16 ~~8. Academic freedom within the confines of state law and board policy in order to create an~~  
 17 ~~atmosphere of freedom in the classroom.~~
  - 18 9. Report students who commit offenses of assault and battery or vandalism on school property  
 19 endangering the life, health, or safety of others pursuant to state law;<sup>5</sup>
  - 20 10. Receive benefits in accordance with state law if the educator is a teacher who is on leave due  
 21 to a physical assault or other violent criminal act committed during the course of employment.<sup>6</sup>
- 22
- 23 Each staff member has the responsibility to:
- 24 1. Make themselves familiar with and abide by, the laws of the state ~~as these affect their work~~, the  
 25 policies of the board and the procedures designed to implement them;<sup>5</sup>
  - 26 2. To adhere to the Teacher Code of Ethics;<sup>6</sup>
  - 27 3. Exercise good judgment in selecting issues for discussion and balance the relative maturity of  
 28 students and the students' right to know;
  - 29 4. Be courteous and helpful in interacting and responding to parent(s)/guardian(s), visitors and  
 30 members of the public;

- 1 5. Keep all records and prepare and submit promptly all reports that may be required by state law,  
2 ~~state board regulations~~ State Board of Education rules and regulations, board policy and  
3 administrative procedures; and
- 4 6. Wear appropriate dress for work according to ~~board guidelines and~~ local school rules.

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Legal References

Cross References

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# Putnam County Board of Education

Monitoring: Click here to enter text.	Descriptor Term:  <b>Attendance</b>	Descriptor Code:  <b>6.200</b>	Issued Date:  <b>09/07/23</b>
		Rescinds:  <b>6.200</b>	Issued:  <b>12/01/22</b>

1 Attendance is a key factor in student achievement and therefore, students are expected to be present  
 2 each day school is in session.

3 The Director of Schools/designee shall ensure that this policy is posted in each school building and  
 4 disseminated to all students, parent(s)/guardian(s), teachers, and administrative staff.

5 The Attendance Supervisor shall oversee the entire attendance program which shall include:<sup>1</sup>

- 6 1. All accounting and reporting procedures and their dissemination;
- 7 2. Alternative program options for students who severely fail to meet minimum attendance
- 8 requirements;
- 9 3. Ensuring that all school age children attend school;
- 10 4. Providing documentation of enrollment status upon request for students applying for new or
- 11 reinstatement of driver's permit or license; and
- 12 5. Notifying the Department of Safety whenever a student with a driver's permit or license
- 13 withdraws from school.<sup>2</sup>

14 Student attendance records shall be given the same level of confidentiality as other student records.  
 15 Only authorized school officials with legitimate educational purposes may have access to student  
 16 information without the consent of the student or parent(s)/guardian(s).<sup>3</sup>

17 Absences shall be classified as either excused or unexcused as determined by the principal or his/her  
 18 designee. Excused absences shall include:<sup>4</sup>

- 19 1. Personal illness/injury;
- 20 2. Illness of immediate family member;
- 21 3. Death in the family;
- 22 4. Extreme weather conditions;
- 23 5. Religious observances;<sup>5</sup>
- 24 6. Pregnancy;
- 25 7. School endorsed activities;
- 26 8. Summons, subpoena, or court order;
- 27 9. Circumstances which in the judgment of the principal create emergencies over which the
- 28 student has no control;
- 29 10. Written excuse by parents, up to five (5) days per semester.

received  
08-24-23

*[Handwritten signatures]*

- 1 The principal shall be responsible for ensuring that:<sup>6</sup>
- 2     1. Attendance is checked and reported daily for each class;
- 3     2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent for
- 4     the majority of the day;
- 5     3. All students' absences are verified;
- 6     4. Written excuses are submitted for absences and tardiness; and
- 7     5. System-wide procedures for accounting and reporting are followed.

8 **TRUANCY**

9 Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that  
10 attendance at school is required. Students may attend part-time days, alternating days, or for a specific  
11 amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be considered  
12 present for school attendance purposes. If a student is required to participate in a remedial instruction  
13 program outside of the regular school day where there is no cost to the parent(s)/guardian(s) and the  
14 school district provides transportation, unexcused absences from these programs shall be reported in  
15 the same manner.<sup>7</sup>

16 Students who are absent five (5) days without adequate excuse shall be reported to the Director of  
17 Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's  
18 absence. If a parent/guardian does not provide documentation within adequate time excusing those  
19 absences or request an attendance hearing, the Director of Schools shall implement **Tier II** of the  
20 progressive truancy intervention plan described below prior to referral to juvenile court.

21 *Progressive Truancy Intervention Plan<sup>8</sup>*

22 Prior to referral to juvenile court, the following progressive truancy intervention plan will be  
23 implemented. Students with five (5) unexcused absences shall be subject to the progressive truancy  
24 intervention framework outlined below.

25 **Tier I**

26 Tier I of the progressive truancy plan shall apply to all students within the district and include  
27 schoolwide prevention-oriented supports to assist with satisfactory attendance. These supports shall  
28 include, but are not limited to, "Learning Supports, Transportation Service, Food Service, Enrichment  
29 Opportunities, School-Emotional Supports, Family Services, and Family Engagement Supports.

30 **Tier II**

31 Tier II of the progressive truancy plan shall be implemented after the student accumulates five (5)  
32 unexcused absences, but before referral to juvenile court, and includes the following:

- 33     1. A conference with the student and the student's parent(s)/guardian(s);
- 34     2. An attendance contract, based on the conference, signed by the student, the
- 35     parent(s)/guardian(s), and the Attendance Supervisor/designee. The contract shall include:
- 36     a. A specific description of the school's attendance expectations for the student;
- 37     b. The period for which the contract is effective; and

- 1 c. Penalties for additional absences and alleged school offenses, including additional
- 2 disciplinary action and potential referral to juvenile court.
- 3 3. Regularly scheduled follow-up meetings to discuss the student’s progress; and
- 4 4. A school employee shall conduct an individualized assessment detailing the reasons a student
- 5 has been absent from school. The employee may refer the student to counseling, community-
- 6 based services, or other services to address the student’s attendance problems.

7 **Tier III**

8 This tier shall be implemented if the truancy interventions under Tier II are unsuccessful.

9 These interventions shall be determined by a team formed at each school. The interventions shall  
10 address student needs in an age-appropriate manner. Finalized plans shall be approved by the Director  
11 of Schools/or his designee.

12 **NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY<sup>9</sup>**

13 A principal/designee may excuse a student to participate in non-school sponsored extracurricular  
14 activities. The principal shall document the approval in writing and shall excuse no more than ten (10)  
15 absences each school year. No later than seven (7) business days prior to the student’s absence, the  
16 student shall provide documentation to the school as proof of the student’s participation along with a  
17 written request for the excused absence from the student’s parent/guardian. The request shall include  
18 the following:

- 19 1. Student’s name and personal identification number;
- 20 2. Student’s grade;
- 21 3. The dates of the student’s absence;
- 22 4. The reason for the student’s absence; and
- 23 5. The signatures of the student and parent/guardian.

24 **RELEASED TIME COURSE<sup>10</sup>**

25 A principal/designee may excuse a student to attend a course in religious moral instruction for up to  
26 one (1) class period per school day. Students shall not be excused during any class which requires an  
27 examination for state or federal accountability purposes.

28 The student shall submit a written consent form signed by the student’s parent/guardian prior to  
29 participation in the released time course. The principal/designee shall document the approval in  
30 writing. The student shall provide documentation to the principal/designee as proof of the student’s  
31 participation in the released time course.

32 The district shall not be responsible for transporting students to and from the place of instruction.

33 **[Include the following language if the Board wants to allow students to receive credit for these**  
34 **courses: Upon submission of the student’s transcript from the entity that provided the released time**  
35 **course, the student may be awarded one (1) unit of elective credit. The Director of Schools shall**  
36 **develop procedures with secular criteria for determining whether credit shall be awarded.]**

1 **MILITARY SERVICE OF PARENT/GUARDIAN**

2 School principals shall provide students with one-day excused absence prior to the deployment of and  
3 a one-day excused absence upon the return of a parent or custodian serving active military service.

4 Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a  
5 parent or guardian during a deployment cycle. The student shall provide documentation to the school  
6 as proof of his/her parent's/guardian's deployment. Student shall be permitted to make up schoolwork  
7 missed during these absences.<sup>10</sup>

8 **MAKE-UP WORK**

9 All missed class work or tests from an excused absence may be made up.

10 All missed class work or tests from an unexcused absence may be made up at principal's discretion.

11 **STATE-MANDATED ASSESSMENT**

12 Refer to Putnam County School System Policy 4.7001

13 **CREDIT/PROMOTION DENIAL**

14 Credit/promotion denial determinations may include student attendance; however, student attendance  
15 may not be the sole criterion.<sup>11</sup> However, if attendance is a factor, prior to credit/promotion denial, the  
16 following shall occur:

- 17 1. Parents and students shall be advised if a student is in danger of credit/promotion denial due to  
18 excessive absenteeism.
- 19 2. Procedures in due process are available to the student when credit or promotion is denied.

20 **DRIVER'S LICENSE REVOCATION<sup>2</sup>**

21 More than ten (10) consecutive or fifteen (15) reported unexcused absences by a student during any  
22 semester renders a student ineligible to retain a driver's permit or license, or to obtain such if of age.

23 **ATTENDANCE HEARING<sup>12</sup>**

24 Students with excessive, more than five (5) unexcused absences or those in danger of credit/promotion  
25 denial shall have the opportunity to appeal to an attendance hearing committee appointed by the  
26 principal. If the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided  
27 written or actual notice of the appeal hearing and shall be given the opportunity to address the  
28 committee. The committee will conduct a hearing to determine if the student has met attendance  
29 requirements that will allow him/her to pass the course or be promoted. Upon notification of the  
30 attendance committee decision, the principal shall send written notification to the Director of  
31 Schools/designee and the parent(s)/guardian(s) of the student of any action taken regarding the  
32 excessive unexcused absences. The notification shall advise parent(s)/guardian(s) of their right to  
33 appeal such action within two (2) days to the Director of Schools/designee.

1 The appeal shall be heard no later than ten (10) school days after the request for appeal is received.  
2 Within five (5) school days of the Director of Schools/designee rendering a decision, the student's  
3 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.  
4 Following the review, the Board may affirm or overturn the decision of the Director of  
5 Schools/designee. The action of the Board shall be final.

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Legal References

Cross References

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Putnam County Board of Education			
Monitoring: Click here to enter text.	Descriptor Term:  <b>Home Schools</b>	Descriptor Code: <b>6.202</b>	Issued Date: <b>09/07/23</b>
		Rescinds: <b>6.202</b>	Issued: <b>12/02/21</b>

1 *General<sup>1</sup>*

2 A home school is a school conducted or directed by parent(s)/guardian(s) for their own children. Home  
 3 schools which teach grades K-12 where the parent(s)/guardian(s) are associated with an organization  
 4 pthat conducts church-related schools<sup>1</sup> are exempt from the following provisions but shall follow  
 5 procedures issued by the State Department of Education.

6 A parent/guardian wishing to conduct a home school shall meet the following requirements.<sup>2</sup>

- 7 1. Provide annual notice to the Director of Schools before the commencement of each school year  
 8 of the intent to conduct a home school;
- 9 2. Submit to the Director of Schools the name, number, age, grade level of children involved,  
 10 location of the school, curriculum to be offered, proposed hours of instruction, and  
 11 qualifications of the parent/teacher;
- 12 3. Maintain attendance records, subject to inspection by the Director of Schools;
- 13 4. Submit attendance records to the Director of Schools at the end of each school year;
- 14 5. Provide instruction for at least four (4) hours per day for the same number of instructional days  
 15 as are required by state law;<sup>3</sup>
- 16 6. Possess a high school diploma or a high school equivalency credential approved by the State  
 17 Board of Education;<sup>4</sup> GED, or HiSET;<sup>4</sup>
- 18 7. Cooperate in the administration to home school students of appropriate tests by the  
 19 Commissioner of Education/designee or by a professional testing service in grades five (5),  
 20 seven (7), and nine (9);
- 21 8. Take actions according to state law if home school student falls behind appropriate grade level;
- 22 9. ~~Submit proof to the Director of Schools that the home school student has been vaccinated as~~  
 23 ~~required by state law;<sup>5</sup>~~

received  
 08-18-23  
 [Signature]

Recorded as submitted  
 [Signature] 8/18/23

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~~9~~ 10. Submit proof to the Director of Schools that other health services and examinations as required by state law have been received by the home school student; and

~~10~~ 11. In the event of illness or inadequacy of the home school parent-teacher to teach a specific subject, employ a tutor having the same qualifications as required of parent-teacher.

8 If one or more of these requirements are not met, the Board authorizes the Director of Schools to take  
9 formal action to bring the child into compliance with the compulsory attendance law (until the child  
10 has reached age seventeen (17), either in the home school or in a public, private, or church-related  
11 school).

12 **FACILITIES USE**

13 School facilities shall be available for home school instruction only when *all* of the following  
14 conditions exist:

- 15 1. Special needs courses are being taught which require services unavailable to the home school
- 16 student;
- 17 2. These services cannot be provided through any means other than the schools;
- 18 3. Requests for services are made known by the home school parent when notice is given to the
- 19 Director of Schools of the intent to conduct a home school;
- 20 4. The Director of Schools investigates the request and makes recommendations to the Board;
- 21 5. No overcrowding, additional expenses, including providing transportation, or other special
- 22 situations which interfere with the normal operation of the school district shall be incurred; and
- 23 6. Approval by the Board shall be on a case-by-case basis.

24 **STUDENT PERFORMANCE<sup>6</sup>**

25 If a home school student falls more than one (1) year behind his appropriate grade level in his/her  
26 comprehensive test score for two (2) consecutive tests, and if a certified teacher who would have  
27 taught the child at his/her grade level determines through appropriate means that the student is not  
28 learning disabled, the director of schools shall require the parents to enroll the child in a public, private  
29 or church-related school.

Legal References

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Cross References

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# Putnam County Board of Education

Monitoring: Click here to enter text.	Descriptor Term:  <b>Code of Conduct</b>	Descriptor Code: <b>6.300</b>	Issued Date: <b>12/02/21</b>
		Rescinds: <b>6.300</b>	Issued: <b>12/02/21</b>

1 The Board delegates to the Director of Schools the responsibility of developing specific codes of  
 2 conduct which are appropriate for each level of school. **Codes of conduct for students in pre-**  
 3 **kindergarten or kindergarten shall utilize alternative disciplinary practices such as Restorative**  
 4 **Practices, RTI <sup>2</sup>B, Multi-tiered system of supports, Behavior intervention plans. Exclusionary**  
 5 **discipline shall only be used as a measure of last resort.<sup>2</sup>** The development of each code shall involve  
 6 principals and faculty members of each level and shall be consistent with the relevant policies as  
 7 adopted by the Board.<sup>1</sup>

8 The following levels of misbehavior and disciplinary procedures and options are standards designed to  
 9 protect all members of the educational community in the exercise of their rights and duties and to  
 10 maintain a safe learning environment where orderly learning is possible and encouraged.<sup>2</sup> These  
 11 misbehaviors apply to student conduct on school buses, on school property, and while students are on  
 12 school sponsored outings. Staff members have the authority to enforce the code of conduct and shall  
 13 ensure that disciplinary measures are implemented in a manner that:

- 14 1. Balances accountability with an understanding of traumatic behavior;
- 15
- 16 2. Teaches school and classroom rules while reinforcing that violent or abusive behavior is not  
 17 allowed at school;
- 18
- 19 3. Minimizes disruptions to education with an emphasis on positive behavioral supports and  
 20 behavioral intervention plans;
- 21
- 22 4. Creates consistent rules and consequences; and
- 23
- 24 5. Models respectful, non-violent relationships.

25 In order to ensure that these goals are accomplished, the school district shall utilize the following  
 26 trauma-informed discipline practices: restorative practices, RTI-B, multi-tiered systems of support,  
 27 behavior intervention plans, and social worker support. Principals shall use the appropriate discipline  
 28 management techniques when enforcing the code of conduct.

29 MISBEHAVIORS: LEVEL I

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08-18-23  
[Signature]

Reviewed as submitted,  
Chris [Signature] 8/18/23

1 This level includes minor misbehavior on the part of the student which impedes orderly classroom  
2 procedures or interferes with the orderly operation of the school but which can usually be handled by  
3 an individual staff member.

4 *Examples (not an exclusive listing)*

- 5 • Classroom disturbances
- 6 • Classroom tardiness
- 7 • Cheating and lying
- 8 • Abusive language
- 9 • ~~Non-defiant~~ Failure to do assignments or carry out directions
- 10 • Wearing, while on the grounds of a public school during the regular school day, clothing that  
11 exposes underwear or body parts in an indecent manner that disrupts the learning environment<sup>3</sup>
- 12 • Victimization of any student [Harassment (Sexual, Racial, Ethnic, Religious) Bullying, Cyber-  
13 bullying, and/or Hazing]

14 *Disciplinary Procedures*

- 15 • Staff member intervenes immediately.
- 16 • Staff member determines what offense was committed and its severity.
- 17 • Staff member determines who committed the offense and if he/she understands the nature of  
18 the offense.
- 19 • Staff member employs appropriate disciplinary options.
- 20 • The record of the offense and disciplinary action shall be maintained by the staff member.

21 *Disciplinary Options*

- 22 • Verbal reprimand
- 23 • Special assignment
- 24 • Restricting activities
- 25 • Assigning work details
- 26 • Counseling
- 27 • Withdrawal of privileges
- 28 • Issuance of demerits
- 29 • Strict supervised study
- 30 • Detention
- 31 • Corporal punishment, *if applicable*
- 32 • In-school suspension
- 33 • Trauma-informed practices

34 **MISBEHAVIORS: LEVEL II**

35 This level includes misbehavior whose frequency or seriousness tends to disrupt the learning climate of  
36 the school. These misbehaviors do not represent a direct threat to the health and safety of others but

1 have educational consequences serious enough to require corrective action on the part of  
2 administrative personnel.

3 *Examples (not an exclusive listing)*

- 4 • Continuation of unmodified Level I behaviors
- 5 • School or class tardiness
- 6 • Using forged notes or excuses
- 7 • Disruptive classroom behavior

8 *Disciplinary Procedures*

- 9 • The student is referred to the principal for appropriate disciplinary action.
- 10 • The principal meets with the student and **teacher staff member**.
- 11 • The principal hears the accusation made by the teacher and allows the student the opportunity  
12 to explain his/her conduct.
- 13 • The principal takes appropriate disciplinary action and notifies the **teacher staff member** of the  
14 action.
- 15 • The record of offense and disciplinary action shall be maintained by the principal.

16 *Disciplinary Options*

- 17 • Teacher/schedule change
- 18 • Modified probation
- 19 • Behavior modification
- 20 • Social probation
- 21 • Peer counseling
- 22 • Referral to outside agency
- 23 • In-school suspension
- 24 • Transfer
- 25 • Detention
- 26 • Suspension from school-sponsored activities or from riding school bus
- 27 • Corporal punishment, **if applicable**
- 28 • Out-of-school suspension (not to exceed ten (10) days)
- 29 • Trauma-informed practices

30 **MISBEHAVIORS: LEVEL III**

31 This level includes acts directly against person or property but whose consequences do not seriously  
32 endanger the health or safety of others in the school.

33 *Examples (not an exclusive listing)*

- 34 • Continuation of unmodified Level I and II behaviors
- 35 • Fighting

- 1 • Vandalism (minor)
- 2 • Use, possession, sale, distribution, and/or being under the influence of tobacco, drugs, drug
- 3 paraphernalia, and/or alcohol
- 4 • Stealing
- 5 • Threats to others
- 6 • Victimization of any student [Harassment (Sexual, Racial, Ethnic, Religious), Bullying, Cyber-
- 7 bullying, and/or Hazing]

8 *Disciplinary Procedures*

- 9 • The student is referred to the principal for appropriate disciplinary action.
- 10 • ~~The principal meets with the student and teacher staff member.~~
- 11 • The principal hears the accusation and allows the student the opportunity to explain his/her
- 12 conduct.
- 13 • The principal takes appropriate disciplinary action and notifies the staff member of the action.
- 14 • The principal may refer incident to the Deputy Director of Schools or his designee, and make
- 15 recommendations for consequences.
- 16 • If the student’s program is to be changed, adequate notice shall be given to the student and
- 17 his/her parent(s)/guardian(s) of the charges against him, his/her right to appear at a hearing, and
- 18 his/her right to be represented by a person of his/her choosing.
- 19 • Any change in school assignment is appealable to the Director of Schools.
- 20 • The record of offense and disciplinary action shall be maintained by the principal.

21 *Disciplinary Options*

- 22 • In-school suspension
- 23 • Detention
- 24 • Corporal punishment
- 25 • Restitution from loss, damage, or stolen property
- 26 • Out-of-school suspension not to exceed ten(10) days
- 27 • Social adjustment classes
- 28 • Trauma-informed practices
- 29 • Transfer
- 30 • Expulsion

31 **MISBEHAVIORS: LEVEL IV**

32 This level of misbehavior includes acts which result in violence to another’s person or property or  
33 which pose a threat to the safety of others in the school. These acts are so serious that they usually  
34 require administrative actions which result in the immediate removal of the student from the school,  
35 the intervention of law enforcement authorities, and/or action by the Board.

36 If a student’s action poses a threat to the safety of others in the school, a teacher, principal, school  
37 employee, or school bus driver may use reasonable force when necessary to prevent bodily harm or  
38 death to another person.

1 *Examples (not an exclusive listing)*

- 2 • Continuation of unmodified Level I, II, and III behaviors
- 3 • Death threat (hit list)
- 4 • Extortion
- 5 • Bomb threat
- 6 • Possession/use/transfer of dangerous weapons\*
- 7 • Assault that results in bodily injury upon any teacher, principal, administrator, any other
- 8 employee of the school, or a school resource officer\*
- 9 • Aggravated assault\*
- 10 • Vandalism
- 11 • Theft/possession/sale of stolen property
- 12 • Arson
- 13 • Possession of unauthorized substances (i.e. any controlled substance, controlled substance
- 14 analogue, or legend drug)\*
- 15 • Use/transfer of unauthorized substances
- 16 • Victimization of any student [Harassment (Sexual, Racial, Ethnic, Religious), Bullying, Cyber-
- 17 bullying, and/or Hazing
- 18 • Electronic threat to cause bodily injury or death to another student or school employee\*

19 *Disciplinary Procedures*

- 20 • The principal confers with appropriate staff members and with the student.
- 21 • The principal hears the accusations and allows the student the opportunity to explain his/her
- 22 conduct.
- 23 • The parent(s)/guardian(s) are notified.
- 24 • Law enforcement officials are contacted.
- 25 • The incident is reported, and recommendations are made to the Director of Schools.
- 26 • Complete and accurate reports are submitted to the Director of Schools.
- 27 • ~~The student is given a hearing before the disciplinary hearing authority.~~ If the student's
- 28 placement is to be changed, adequate notice of the charges shall be given to the student and
- 29 his/her parent(s)/guardian(s) and his/her right to appear at a hearing.

30 *Disciplinary Options*

- 31 • Expulsion
- 32 • Alternative schools
- 33 • Other hearing authority or Board action which results in appropriate placement
- 34 • **Trauma-informed practices**

35 \*Zero tolerance offenses

**Legal References**

1. TCA 49-6-4005; Public Acts of 2018, Chapter No. 958
2. TCA 49-6-4002 to 4005; 20 USCA 7114, 7118
3. TCA 49-6-4009

**Cross References**

- Traffic and Parking Controls 3.403
- Procedural Due Process 6.302
- Student Discrimination, Harassment, Bullying, Cyberbullying, and Intimidation 6.304
- Bus Safety and Conduct 6.308
- Zero Tolerance Offenses 6.309
- Dress Code 6.310
- Detention 6.315
- Suspension/Expulsion/Remand 6.316
- Safe Relocation of Students 6.4081

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# Putnam County Board of Education

Monitoring:  Click here to enter text.	Descriptor Term:  <b style="text-align: center;">Zero Tolerance Offenses</b>	Descriptor Code:  <b style="text-align: center;">6.309</b>	Issued Date:  <b style="text-align: center;">09/07/23</b>
		Rescinds:  <b style="text-align: center;">6.309</b>	Issued:  <b style="text-align: center;">11/05/20</b>

1 In order to ensure a safe and secure learning environment, the following offenses shall not be  
 2 tolerated:<sup>1</sup>

- 3 1. Bringing to school or being in unauthorized possession of a firearm on school property;<sup>2</sup>
- 4 2. Unlawful possession of any drug, including any controlled substance, controlled substance
- 5 analogue, or legend drug on school grounds or at a school-sponsored event;<sup>3</sup>
- 6 3. Aggravated assault;<sup>4</sup> or
- 7 4. Assault that results in bodily injury<sup>5</sup> upon any teacher, principal, administrator, any other
- 8 employee of the school, or school resource officer.
- 9 5. **Threats of mass violence on school property or at a school-related activity.**<sup>6</sup>

10 Committing any of these offenses shall result in a student being expelled from the regular school  
 11 program for at least one (1) calendar year unless modified by the Director of Schools. Modification of  
 12 the length of time shall be granted on a case-by-case basis. Students that commit zero tolerance  
 13 offenses may be assigned to an alternative school or program at the discretion of the Director of  
 14 Schools.<sup>6</sup>

## 15 WEAPONS & DANGEROUS INSTRUMENTS

16 Students shall not possess, handle, transmit, use, or attempt to use any dangerous weapon in school  
 17 buildings or on school grounds at any time or in school vehicles and/or buses or off the school grounds  
 18 at a school-sponsored activity, function, or event.<sup>1</sup>

19 Dangerous weapons for the purpose of this policy shall include but are not limited to a firearm or  
 20 anything manifestly designed, made, or adapted for the purpose of inflicting death or serious bodily  
 21 injury or anything that in the manner of its use or intended use is capable of causing death or serious  
 22 bodily injury.<sup>2</sup>

23 Violators of this section shall be subject to suspension and/or expulsion from school.

## 24 NOTIFICATION

25 When it is determined that a student has violated this policy, the principal shall notify the student's  
 26 parent(s)/guardians(s) and the criminal justice or juvenile delinquency system as required by law.<sup>7</sup>

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*08-18-23*  
*8/18/23*  
*Approved & submitted,*  
*[Signature]*

# Putnam County Board of Education

Monitoring:  Click here to enter text	<b>Descriptor Term:</b>  <b>Corporal Punishment</b>	<b>Descriptor Code:</b>  <b>6.314</b>	<b>Issued Date:</b>  <b>09/07/23</b>
		<b>Rescinds:</b>  <b>6.314</b>	<b>Issued:</b>  <b>01/03/19</b>

1 Any principal, assistant principal, or any teacher with the approval of the principal may use corporal  
 2 punishment in a reasonable manner against a student for good cause in order to maintain discipline and  
 3 order within the public schools in accordance with the following guidelines:<sup>1</sup>

- 4 ~~1. Corporal punishment shall be administered only after other less stringent measures have failed~~  
 5 ~~or if the conduct of a student is of such nature that corporal punishment is the only reasonable~~  
 6 ~~form of punishment under the circumstances;~~  
 7 Corporal punishment shall be administered only after other less stringent measures have failed  
 8 or if the conduct of a student is of such nature that corporal punishment is the only reasonable  
 9 form of punishment under the circumstances. Prior to administering the punishment, the  
 10 student's teacher or principal shall document that he/she has:  
 11 a. Acted to address the student's behavior;  
 12 b. Provided consequences to the student to address the behavior;  
 13 c. Consulted with the student's parent/guardian; and  
 14 d. Considered the need to conduct an evaluation to determine whether the student has a  
 15 disability per federal law.<sup>2</sup>
- 16 2. The instrument to be used shall be approved by the principal;  
 17 3. ~~Only principals, assistant principals, or teachers with the approval of the principal are~~  
 18 ~~authorized to administer corporal punishment;~~  
 19 4. Corporal punishment shall be administered in the presence of another professional employee;  
 20 5. The nature of the punishment shall be such that it is in proportion to the gravity of the offense,  
 21 the apparent motive and disposition of the student, and the influence of the student's example  
 22 and conduct on others;  
 23 6. If a student has a disability, corporal punishment shall be administered only when the school  
 24 has received written parental permission. The parental permission must include the type of  
 25 corporal punishment that is allowed and the circumstances under which it is permitted. This  
 26 information will be kept on file at the school. It may be revoked at any time; and  
 27 7. The principal shall notify the parent(s)/guardian(s) any time corporal punishment is used.

28 A disciplinary record shall be maintained and shall contain the name of the student, the type of  
 29 misconduct, the type of corporal punishment administered, the name of the person administering the  
 30 punishment, the name of the witness present, and the date and time of punishment.

31 Disciplinary records shall be filed in the school office and made available to parent(s)/guardian(s) or  
 32 students, whichever is appropriate.

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Rescinded as Delisted
John Smith 8/28/23  
Erin 8/15/23

- 1 The Director of Schools shall develop administrative procedures to implement this policy, including
- 2 applicable recordkeeping and reporting requirements.

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Legal References

Cross References

Student Records 6.600

- 3 1. TCA 49-6-4103; TCA 49-6-4104; TCA 49-6-4402;
- 4 2. Public Acts of 2018, Chapter No.900

5

EXHIBIT  
 VII A.23  
 09/07/23

Putnam County Board of Education			
Monitoring: Click here to enter text.	Descriptor Term: <b>Alternative Education</b>	Descriptor Code: <b>6.319</b>	Issued Date: <b>12/02/21</b>
		Rescinds: <b>6.319</b>	Issued: <b>12/03/20</b>

1 *General*

2 The Board shall operate an alternative school which may serve students in grades one through twelve  
 3 (1-12) as an alternative to being suspended or expelled from the regular school program or as a  
 4 placement determined by school officials as a best appropriate program for an individual educational  
 5 need. An alternative school is a short-term intervention program designed to provide educational  
 6 services outside the regular school program for students who have been suspended or expelled. The  
 7 alternative school is located in a separate facility from the regular school program. The alternative  
 8 school shall be the White Plains Academy, which is located at 288 East Main Street in Algood. The  
 9 alternative program is designed to be a program for students with, but not limited to, behavioral,  
 10 adjustment, attendance or academic problems.

11 The alternative school shall be operated in accordance with state laws and the rules of the State Board  
 12 of Education, and instruction shall proceed as nearly as practicable in accordance with the instructional  
 13 programs at the student's home school.

14 The director of schools shall develop procedures that provide appropriate educational opportunities for  
 15 all students assigned to an alternative education program. These educational opportunities shall utilize  
 16 Tennessee's academic standards, incorporate innovative teaching strategies, deliver research-based  
 17 instructional techniques, and provide the resources necessary to foster student learning and  
 18 achievement.<sup>2</sup>

19 **ASSIGNMENT**

20 Students who have been suspended for more than ten (10) days or expelled shall be assigned to the  
 21 alternative school or program if there is staff and space available.<sup>3</sup> Availability of staff and space shall  
 22 be determined at the time the disciplinary decision is rendered. The Director of Schools/designee shall  
 23 make this determination by evaluating factors including, but not limited to, the following:

- 24 1. Level of supervision available;
- 25 2. Safety considerations; and
- 26 3. Type of infraction.

27 The Director of Schools/designee is not required to assign a student to the alternative school or  
 28 program if the student committed one of the following:

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 [Signature] 8/18/23

- 1 1. A zero tolerance offense;<sup>4</sup> or
- 2 ~~2. An offense of violence or threatened violence, or an offense that threatened the safety of other~~
- 3 ~~students at the school, if the location of the alternative school or program is on the same~~
- 4 ~~grounds as the school from which the student was disciplined.<sup>5</sup>~~
- 5 2. An offense of violence or threatened violence, or an offense that threatened the safety of other
- 6 students at the school if the location of the alternative school or program is on the same
- 7 grounds as the school from which the student was disciplined or assigning the student to that
- 8 location would endanger the safety of the students or staff.<sup>5</sup>

9 Consideration to assign these students to the alternative school program will be determined by the  
10 Director of Schools/designee on a case-by-case basis.

11 Prior to the assignment of the student to the alternative school or program, the Director of  
12 Schools/designee shall provide written notice to the student’s parent/guardian stating the reason for the  
13 student’s placement.<sup>6</sup>

14 Placement in an alternative education setting shall be reserved for students who significantly disrupt  
15 the educational process. If a student has an active Individualized Education Plan, a 504 plan, or is  
16 suspected of having a disability, all state and federal laws and rules and regulations related to special  
17 education shall be followed. The Director of Schools/designee shall develop procedures regarding  
18 placement of students in the program, taking into consideration the impact of exclusionary discipline  
19 practices.<sup>7</sup>

20 The Director of Schools/designee shall monitor and regularly evaluate the academic progress of each  
21 student enrolled in the alternative school.

22 **REMOVAL<sup>8</sup>**

23 A student may be removed from the alternative school or program if:

- 24 1. He/she violates the rules of the alternative school or program; or
- 25 2. He/she is not benefitting from the assignment and all interventions have been exhausted
- 26 unsuccessfully.

27 **ADDITIONAL OFFENSES<sup>9</sup>**

28 Any new disciplinary offense committed during a student’s original suspension or expulsion period  
29 shall be treated as a new and separate offense. These offenses shall not constitute an extension of the  
30 original suspension or expulsion.

31 **TRANSITION PLAN<sup>10</sup>**

32 The Director of Schools/designee shall develop procedures regarding the implementation of transition  
33 plans for the integration of students assigned to the alternative school.

**Legal References**

1. TCA 49-6-3402; TRR/MS 0520-01-02-09
2. TRR/MS 0520-01-02-.09(9)(a)
3. TCA 49-6-3402©(1)(A)
4. TRR/MS 0520-01-02-.09(6)(a); TCA 49-6-3402(c)(1)(B)
5. Public Acts of 2021, Chapter No. 229
6. TRR/MS 0520-01-02-.09(9)(i)
7. TRR/MS 0520-01-02-.09(9)(h)
8. TCA 49-6-3402©(2)(A)
9. TRR/MS 0520-01-02-.09(9)(g)(2)
10. TRR/MS 0520-01-02-.09(9)(m)

**Cross References**

- Special Education 4.202
- Suspension 6.316
- Student Disciplinary Hearing Authority 6.317
- Special Education Students 6.500

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<h1>Putnam County Board of Education</h1>			
Monitoring:  Click here to enter text.	Descriptor Term:  <b>Student Surveys, Analyses, and Evaluations</b>	Descriptor Code:  <b>6.4001</b>	Issued Date:  <b>09/07/23</b>
		Rescinds:  <b>6.4001</b>	Issued:  <b>02/01/18</b>

1 Surveys, analyses and evaluations for research purposes shall be allowed by the Board when the  
 2 project is viewed as contributory to a greater understanding of the teaching-learning process, the  
 3 project does not violate the goals of the Board and the disruption of the regular school program is  
 4 minimal. The director of schools shall develop administrative procedures for approving requests for  
 5 conducting surveys, analyses and evaluations by agencies, organizations or individuals. The requests  
 6 shall outline what is to be done, who is to be involved and how the results will be used and distributed.<sup>1</sup>

7 ~~Prior to the dissemination of a survey, analysis, or evaluation to students, parents/guardians shall be~~  
 8 ~~notified of their ability to review the materials.~~ Prior to the dissemination of a survey, analysis, or  
 9 evaluation to students, a school must obtain the written, informed, and voluntarily signed consent of a  
 10 student's parent or legal guardian, or the student if the student is eighteen (18) years of age or older,  
 11 before the student participates in a survey, analysis, or evaluation and a student's parent or legal  
 12 guardian shall be notified of their ability to review the materials. Such notification shall include  
 13 information indicating the purpose of the survey, analysis, or evaluation as well as who will have  
 14 access to the results. Following such notification and prior to the administration of the survey, analysis  
 15 or evaluation, parents/guardians may opt their child out of participation. The director of schools shall  
 16 develop procedures for granting such parental requests and to implement the other provisions of this  
 17 policy.<sup>1</sup>

18 No student shall be required, as part of any program, to submit to a survey, analysis or evaluation that  
 19 reveals information concerning:<sup>2-5 1.2</sup>

- 20 1. mental or psychological problems of the student or the student's family;
- 21 2. sexual behavior or attitudes;
- 22 3. illegal, anti-social, self-incriminating, or demeaning behavior;
- 23 4. critical appraisals of other individuals with whom respondents have close family relationships;
- 24 5. legally privileged relationships;
- 25 6. income; or
- 26 7. the collection of student biometric data involving the analysis of facial expressions, EEG brain
- 27 wave patterns, skin conductance, galvanic skin response, heart-rate variability, pulse, blood
- 28 volume, posture, or eye-tracking.<sup>3</sup>

29 without the prior consent of the student (if the student is an adult or emancipated minor), or in the case  
 30 of an unemancipated minor, without the prior written consent of the parent.

31 The collection of the following student data is strictly prohibited:<sup>4</sup>



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- 1 1. political affiliation or voting history;
- 2 2. religious practices; and
- 3 3. firearm ownership.

4 **COLLECTING, DISCLOSING OR USING INFORMATION FOR MARKETING<sup>5</sup>**

5 In general, the district will not collect, disclose or use personal student information for the purpose of  
6 marketing or selling that information or otherwise providing that information to others for that  
7 purpose.

8 If any collected information is to be marketed or sold, parents will be directly notified at least annually  
9 at the beginning of the school year of the specific or approximate dates when such information will be  
10 collected. Parents, upon request, may inspect any instrument used to collect personal information for  
11 the purpose of marketing or selling that information before the instrument is administered or  
12 distributed to the student. All parents and students of appropriate age may decline to provide the  
13 information requested.

14 This portion of the policy does not apply to the collection, disclosure or use of personal information  
15 collected from students for the exclusive purpose of developing, evaluating or providing educational  
16 products or services for or to students or educational institutions to the extent allowed by law, such as  
17 the following:<sup>4</sup>

- 18 1. College or other postsecondary education recruitment or military recruitment.
- 19 2. Book clubs, magazines and programs providing access to low-cost literacy products.
- 20 3. Test and assessments used by elementary schools and secondary schools to provide cognitive,  
21 evaluative, diagnostic, clinical, aptitude or achievement information about students (or to  
22 generate other statistically useful data for the purpose of securing such tests and assessments)  
23 and the subsequent analysis and public release of the aggregate data from such tests and  
24 assessments.
- 25 4. The sale by students of products or services to raise funds for school-related or education  
26 related activities.
- 27 5. Student recognition programs.

28

Legal References

Cross References

- 1.

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EXHIBIT  
VII A 25a  
09-07-23

Click here to choose a school board.

Monitoring: <b>Review: Annually, in August</b>	Descriptor Term: <b>Charter School Authorizing Principles</b>	Descriptor Code: <b>1.900</b>	Issued Date:
		Rescinds:	Issued:

*Putnam County*

1 The **[insert name of Board]** Board of Education shall ensure that only high-quality charter schools are  
2 authorized to operate within the district and adhere to the State Board of Education’s quality charter  
3 authorizing standards. To accomplish this, the Board shall adopt the following authorizing principles  
4 that require charter schools to maintain high standards, while upholding school autonomy and  
5 protecting student and public interests.<sup>1</sup>

6 **MAINTAINING HIGH STANDARDS**

7 Charter schools shall be held accountable for meeting the performance standards and targets set forth  
8 in their charter agreement. The Board shall maintain high standards for the charter school(s) it oversees  
9 and close any charter school that fails to meet the standards and targets established in the charter  
10 agreement or set by state law.<sup>2</sup>

11 **UPHOLDING SCHOOL AUTONOMY**

12 Charter school governing boards shall be independent of the Board and have the authority to make  
13 instructional programming, financial, personnel, school culture, and scheduling decisions. The Board  
14 shall assume responsibility not for the success or failure of individual schools but for holding schools  
15 accountable for their performance.

16 The Board shall only impose requirements on charter schools in its portfolio when there is a legal basis  
17 or compelling reason to do so.

18 **PROTECTING STUDENT AND PUBLIC INTERESTS**

19 The Board shall ensure clarity, consistency, and public transparency in authorizing policies, practices,  
20 and decisions regarding any charter school. The Board shall hold charter school governing boards  
21 accountable for being fiscally responsible and transparent.

22 Charter schools are part of the public education program and shall adhere to non-selective,  
23 nondiscriminatory practices and ensure the fair treatment of all students. They shall provide  
24 appropriate services to all enrolled students in accordance with state and federal laws.<sup>3</sup> Charter school  
25 governing boards shall ensure fiscal responsibility and transparency.

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09-01-23  
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Legal References

1. TCA 49-13-108(f); State Board of Education Policy 6.111; TRR/MS 0520-14-01-.01
2. TCA 49-13-111, TCA 49-13-120, TCA 49-13-122
3. TCA 49-13-111

Monitoring:  <b>Review: Annually, in August</b>	Descriptor Term:  <h2 style="text-align: center;">Charter School Applications</h2>	Descriptor Code: <b>1.901</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 *General*

2 This policy shall apply to sponsors and potential sponsors of charter schools. It shall not apply to  
 3 charter schools converting from existing public schools. Proposals from existing charter school  
 4 operators or replicators and applicants proposing to contract with educational service providers shall be  
 5 in accordance with state law.<sup>1</sup>

6 **APPLICATION PROCESS**

7 A prospective charter school sponsor shall send notice to the Director of Schools/designee of its intent  
 8 sixty (60) calendar days prior to February 1<sup>st</sup> of the year preceding the year in which the proposed  
 9 charter school plans to begin operation as a charter school. The Director of Schools/designee shall  
 10 determine whether the sponsor has selected the correct application category within ten (10) business  
 11 days of receiving the letter of intent and notify the sponsor within five (5) business days of a  
 12 determination that the incorrect application category has been selected.<sup>2</sup>

13 A sponsor seeking board approval of an initial charter school application shall complete the forms  
 14 provided by the Department of Education. The application shall provide all the information required by  
 15 state law. The sponsor shall demonstrate that the proposed charter school meets the purpose prescribed  
 16 by state law for the formation of a charter school, and the proposed charter school will be able to  
 17 implement a viable program of quality education for its students.

18 Electronic copies of applications shall be submitted to the Board and the Tennessee Department of  
 19 Education on or before 11:59 p.m. Central Time on February 1<sup>st</sup> of the year preceding the year in  
 20 which the proposed charter school plans to begin operation as a charter school. If the 1<sup>st</sup> of February  
 21 falls on a Saturday, Sunday, or holiday on which the school district offices are closed, applications will  
 22 be accepted on the next business day on or before 11:59 p.m. Late applications will not be accepted,  
 23 without exception. The sponsor shall pay an application fee of \$2,500.00.<sup>2</sup>

24 The Board shall determine whether an application is complete within ten (10) business days of  
 25 receiving the application and shall notify the sponsor within five (5) business days of the determination  
 26 if the application is determined to be incomplete.<sup>3</sup>

27  
 28 **REVIEW TEAM<sup>1</sup>**

29 If necessary, the Director of Schools/designee shall appoint a review team to assist in reviewing and  
 30 evaluating charter school applications. The team shall be comprised of members of the administrative  
 31 staff for the district, community members with relevant educational, organizational, financial, and legal

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1 experience. At the board meeting in December of each year, the Director of Schools/designee shall  
2 make a recommendation to the Board on which members of his/her administrative staff should be  
3 appointed to the team. The Board shall name the members of the team at its meeting in January of each  
4 year. The Board shall designate a Chair of the review team as the contact person for answering  
5 questions about the application process and receiving applications. The Director of Schools/designee  
6 shall develop an orientation for the team to ensure consistent evaluation standards and the elimination  
7 of real or perceived conflicts of interest.

8 The Board shall require the Director of Schools/designee to develop a procedure for receiving,  
9 reviewing, and ruling on applications for the establishment of charter schools by the review team. The  
10 procedure shall include a timeline for the application and review process. A copy of the procedure,  
11 including the review criteria, shall be available on the district's website.

12 The review team shall:

- 13 1. Evaluate all charter school applications based on the review criteria established by state law;  
14 and
- 15 2. Recommend one of the following options to the Board for each application: approve, reject, or  
16 reject with stipulations for reconsideration.<sup>4</sup>  
17  
18

## 19 **APPROVAL/DENIAL OF APPLICATION**<sup>5</sup>

20 The Board shall rule by resolution on the approval or denial of an initial charter school application  
21 within ninety (90) calendar days of receipt of the completed application, or the application shall be  
22 deemed approved by state law. The Director of Schools/designee shall report the action taken by the  
23 Board to the Department of Education.

### 24 *Approval*

25 The sponsor of a charter school that is approved by the Board shall enter into a written agreement with  
26 the Board which shall be binding on the charter school's governing body. The charter school agreement  
27 shall be in writing and signed by the sponsor and the Board.

28 The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state  
29 and local allocations or thirty-five thousand dollars (\$35,000), whichever is less.<sup>6</sup>

30 Charter schools approved by the Board are expected to implement the application as submitted and  
31 approved. Material variations in operations from the approved application require amendment pursuant  
32 to state law and the charter school agreement.<sup>7</sup>

33 The Board shall not provide services to charter schools that are not requested during the application  
34 process except for those services that are required under state or federal law. Services agreed to be  
35 provided to the charter school by the Board shall be provided at board actual cost. The Board and  
36 charter school shall execute a service contract for any additional services.

1 New charter school agreements are approved for a ten (10) year period.<sup>8</sup> The Board may revoke or  
2 deny renewal of a charter school agreement for any of the reasons enumerated in state law.<sup>9</sup>

3 *Denial*

4 If the initial charter school application is denied, the Board shall notify the sponsor in writing within  
5 ten (10) calendar days, specifying the objective reasons for the denial and the deadline by which the  
6 sponsor may submit an amended application. Upon written receipt of the grounds for denial, the  
7 sponsor shall have thirty (30) calendar days within which to submit an amended application to correct  
8 the deficiencies. The Board shall have sixty (60) calendar days either to deny or to approve the  
9 amended application, or the application shall be deemed approved by state law.<sup>5</sup>

10 If the amended charter school application is denied, the Board shall notify the sponsor in writing  
11 within five (5) calendar days, specifying the objective reasons for denial and the sponsor's right to an  
12 appeal. Within ten (10) calendar days of final denial, an appeal may be filed with the Tennessee Public  
13 Charter School Commission.<sup>10</sup>

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Legal References

1. TCA 49-13-106; State Board of Education Policy 6.111
2. TCA 49-13-107; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01(1)(b),(e)
3. TRR/MS 0520-14-01(1)(i)
4. TRR/MS 0520-14-01
5. TCA 49-13-108; TRR/MSS 0520-14-01
6. TCA 49-13-128
7. TCA 49-13-110(d)-(e); TRR/MSS 0520-14-01
8. TCA 49-13-110(c)
9. TCA 49-13-122
10. TCA 49-13-108(b)(5)





Click here to choose a school board.

Monitoring: <b>Review: Annually, in August</b>	Descriptor Term: <b>Charter School Agreements</b>	Descriptor Code: <b>1.902</b>	Issued Date:
		Rescinds:	Issued:

1 *General*

2 Charter agreements shall articulate the rights and responsibilities of each party regarding school  
3 autonomy, funding, administration and oversight, outcomes, measures for evaluating success or failure,  
4 performance consequences, and other material terms. These agreements shall be separate from the  
5 application and contain terms and performance standards under which the school shall operate.<sup>1</sup>

6 All charter agreements shall:<sup>1</sup>

- 7 1. Clearly state the rights and responsibilities of the school and the authorizer;
- 8
- 9 2. Define the material terms of the agreement as being those relevant to renewal;
- 10
- 11 3. Allow amendments subject to the approval of both parties;
- 12
- 13 4. State and respect the autonomies to which schools are entitled (e.g. programming, staffing,
- 14 budgeting, and scheduling);
- 15
- 16 5. Define performance standards, criteria, and conditions for renewal, intervention, revocation,
- 17 and non-renewal;
- 18
- 19 6. State the amount of the authorizer fee and when it will be collected;
- 20
- 21 7. Establish the consequences for meeting or not meeting standards as outlined by the Board;
- 22
- 23 8. State the statutory, regulatory, and procedural terms and conditions for the school's operation;
- 24
- 25 9. State reasonable pre-opening requirements or conditions for new schools to ensure that they
- 26 meet all health, safety, and other legal requirements prior to opening;
- 27
- 28 10. State the responsibility and commitment of the school to adhere to essential public education
- 29 obligations, including admitting and serving all eligible students so long as space is available,
- 30 and not expelling or counseling out students except pursuant to a legal discipline policy
- 31 approved by the Board; and
- 32
- 33 11. State the responsibilities of the school and the authorizer in the event of school closures.

34 **PERFORMANCE STANDARDS**

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1 Charter agreements shall include clear academic, financial, and organizational performance standards.  
2 Sources for obtaining this information shall be outlined in the agreement. At a minimum, these  
3 agreements shall include the following:

- 4 1. Academic performance standards that set expectations for student achievement and growth,  
5 incorporate state and federal accountability systems, and set expectations for postsecondary  
6 readiness (for high schools);  
7
- 8 2. Financial performance standards that enable the Board to evaluate the charter's financial  
9 stability; and  
10
- 11 3. Organizational performance standards that define the vital components of the educational  
12 program, the financial management standards, state and federal legal requirements, and school  
13 environment expectations for which the Board shall hold the charter accountable.

14 The performance standards included in the charter agreement shall establish specific expectations  
15 using objective measures of student achievement. This shall be the primary measure of school quality.

#### 16 **FEE-BASED SERVICES**

17 Any fee-based services shall be outlined in a separate agreement. The provision of any such fee-based  
18 services shall not be a condition of charter approval, continuation, or renewal.<sup>2</sup>

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#### Legal References

1. TCA 49-13-110; State Board of Education Policy 6.111
2. State Board of Education Policy 6.111

**EXHIBIT**

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Click here to choose a school board.

Monitoring: <b>Review: Annually, in August</b>	Descriptor Term: <h2 style="text-align: center;">Charter School Oversight</h2>	Descriptor Code: <b>1.903</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 *General*

2 The Board shall oversee and annually evaluate charter schools to ensure they meet the performance  
 3 standards and targets set forth in the charter school agreement.<sup>1</sup> The Board shall create a  
 4 comprehensive performance, accountability, and compliance monitoring system based on the charter  
 5 school agreement and communicate the results to each charter school. At a minimum, the monitoring  
 6 system shall address academic, financial, and organizational performance standards as outlined in the  
 7 charter school agreement and required by the State Board of Education.<sup>1</sup> The Board shall utilize the  
 8 results when making renewal, revocation, and intervention decisions. Reports on charter school  
 9 oversight shall be compiled by [insert title of staff member] and published on the district’s webpage  
 10 at least annually.

11 The Board shall communicate with the charter schools in its portfolio as needed, including both the  
 12 charter school leader and governing board, and provide timely notice of any material charter school  
 13 agreement violations and performance deficiencies.

14 The Board shall articulate and enforce stated consequences for failing to meet performance  
 15 expectations or compliance requirements.

16 **MONITORING SYSTEM**

17 The Director of Schools/designee shall implement a performance and compliance monitoring system  
 18 per the terms of the charter agreement. This information will be provided to the Board on an ongoing  
 19 basis through reports that will form the basis of renewal, revocation, and intervention decisions. To aid  
 20 in this, the Director of Schools/designee shall develop a reporting calendar that outlines when  
 21 information required by state law shall be provided by the charter school.

22 **SITE VISITS**

23 A site visit to each charter school shall be conducted annually. The purpose shall be to collect data and  
 24 other qualitative information that cannot be obtained otherwise. The Director of Schools/designee shall  
 25 develop a site visit procedure that outlines the expectations of charter schools prior to, during, and after  
 26 the site visit, including review of the documents and data, classroom observations, and interviews.  
 27 These visits shall minimize administrative burdens and avoid operational interference.

28 The Board shall provide the charter school with a report that summarizes the outcome of the visit. The  
 29 report shall provide an analysis of relevant data and include general recommendations, if applicable.<sup>2</sup>

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## 1 CHARTER SCHOOL REPORTING

2 Charter schools shall provide the information required by the charter school agreement and state law to  
3 the Board. The Director of Schools/designee shall develop a reporting calendar that defines and  
4 communicates the process, methods, and timing of gathering and reporting data to the Board.<sup>2</sup>

5 By September 1<sup>st</sup>, the governing body of an approved charter school shall make a written report to the  
6 Board.<sup>3</sup> The annual report shall include:

- 7 1. A report on the progress of the charter school in achieving the goals outlined in the charter  
8 school agreement;
- 9 2. A financial statement disclosing the financial health of the charter school, including the costs of  
10 the administration, instruction, and other spending categories of the charter school; and  
11
- 12 3. A detailed accounting, including the amounts and sources, of all funds received by the charter  
13 school, other than the funds received per state law.<sup>4</sup>  
14

15 This reporting requirement shall begin in the year after the year in which the charter school begins  
16 operation.

17 Multiple charter schools overseen by a single governing board shall report their performance as  
18 separate, individual charter schools. Each charter school shall be independently accountable for its  
19 performance.

20 Each charter school governing body shall submit an annual audit of all accounts and records, to include  
21 internal school activity and cafeteria funds, to the Board as soon as practical after June 30<sup>th</sup>.<sup>5</sup>

## 22 AUTHORIZER REPORTING AND REVIEW

23 By December 1<sup>st</sup>, the Board shall report to the Department of Education detailing the authorizer fees  
24 collected in the previous school year and the authorizing obligations fulfilled using the fee.<sup>6</sup> By  
25 January 1<sup>st</sup>, the Board shall submit an annual authorizer report to the Department of Education and the  
26 State Board of Education.<sup>7</sup> The Director of Schools/designee shall prepare the reports and provide the  
27 information to the Board prior to submission.

---

### Legal References

1. TCA 49-13-111(d); State Board of Education Policy 6.111
2. TCA 49-13-120
3. TCA 49-13-120(a)-(b)
4. TCA 49-13-112(a), (f)
5. TCA 49-13-127
6. TCA 49-13-128(f)
7. TCA 49-13-120(c)

Click here to choose a school board.			
Monitoring: <b>Review: Annually, in August</b>	Descriptor Term: <b>Charter School Intervention</b>	Descriptor Code: <b>1.904</b>	Issued Date:
		Rescinds:	Issued:

1 *General*<sup>1</sup>

2 The Board shall develop a clear plan for monitoring charter schools that shall be set forth in the charter  
 3 agreement. If the Board identifies a deficiency in the academics, finances, or operations of the charter  
 4 school, the Director of Schools/designee shall communicate the problem to the charter school. Any  
 5 intervention shall be proportionate to the identified problem and adhere to the provisions of the charter  
 6 agreement, and intervention strategies shall preserve the school autonomy and responsibility while  
 7 clearly stating consequences for noncompliance.<sup>1</sup>

8 The Director of Schools/designee shall give the charter school timely notice of any charter agreement  
 9 violations or performance deficiencies requiring intervention. Notices shall state the:

- 10 1. Deficiency;
- 11 12 2. Applicable regulatory, performance, or contractual provision(s) not achieved;
- 13 14 3. Expected remedy; and
- 15 16 4. Timeframe by which the Board expects the deficiency to be remedied or a corrective action
- 17 plan to be submitted.

18 The Director of Schools shall provide charter schools with reasonable time and opportunity to remedy  
 19 the deficiency or to submit a corrective action plan.

20 **PROGRESSIVE INTEVENTIONS<sup>2</sup>**

21 The Board shall assign a level of intervention for the charter school as defined by the charter  
 22 agreement if deficiencies are identified. Depending on the severity of the deficiency, the Board  
 23 reserves the right to revoke the charter agreement in accordance with state law.

24 *Tier I – Notice of Deficiency*

25 The Board shall provide the charter school with notice of the specific deficiency with supporting  
 26 documentation as well as information on possible consequences.

27 Possible Deficiency: **[insert specific information on possible triggers (e.g., failure to comply with**  
 28 **the terms of the charter agreement, violation of state law)]**

*09-01-23* *CK*

1 Possible Consequence: [insert specific information on possible consequences (e.g., sending a letter  
2 to the charter’s governing board, sending terms of a corrective action plan]

3 *Tier II – Notice of Probationary Status*

4 Tier II shall be implemented if the interventions in Tier I are unsuccessful. These interventions shall  
5 consist of [insert specific options (e.g., letter to the charter’s governing board as notice of  
6 probationary status, outlining the terms of the probation and the timeline for correction).]

7 *Tier III – Review of Status*

8 Tier III shall be implemented if the interventions in Tier II are unsuccessful. These interventions shall  
9 consist of [insert specific options (e.g., recommendation to revoke the charter contract or other  
10 sanctions)].

11 **REMEDIES<sup>1</sup>**

12 Charter schools shall be responsible for notifying the Board:

- 13 1. When a deficiency has been remedied;  
14  
15 2. If the charter school requires an extension of time to remedy a deficiency; or  
16  
17 3. If the charter school requests a modification to its corrective action plan.

---

Legal References

1. State Board of Education Policy 6.111
2. TCA 49-13-122; Public Acts of 2023, Chapter No. 206

**EXHIBIT**  
*VII A 25f.*  
*09-07-23*

Click here to choose a school board.

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term:  <b>Charter School Renewal</b>	Descriptor Code: <b>1.905</b>	Issued Date:
		Rescinds:	Issued:

**1 INTERIM REVIEW**

2 The Director of Schools/designee shall conduct an interim review of a charter school in the fifth year  
 3 of a charter term in accordance with guidelines developed by the Department of Education. As part of  
 4 this process, the charter school shall submit a report on the progress of the school in achieving the  
 5 goals and objectives set forth in the charter agreement.<sup>1</sup>

**6 CUMULATIVE PERFORMANCE REPORT**

7 Three (3) months prior to the date on which a charter school is required to submit a renewal  
 8 application, the Director of Schools/designee shall submit a performance report to the charter school  
 9 that summarizes the school's performance record over the charter term and states the summative  
 10 findings concerning the school's performance and prospects for renewal.<sup>2</sup>

**11 APPLICATION AND EVALUATION**

12 No later than April 1<sup>st</sup> of the year prior to the year in which the charter school agreement expires, the  
 13 governing body of a charter school shall submit a renewal application to the Board.<sup>3</sup>

14 The Director of Schools/designee shall conduct a renewal evaluation site visit to each charter school  
 15 that submits a charter school renewal application.

16 The Board will make renewal decisions by February 1<sup>st</sup> in the year the charter school agreement  
 17 expires.

**18 RENEWAL CRITERIA<sup>4</sup>**

19 The Board shall define and communicate with schools the criteria for renewal that is consistent with  
 20 the charter agreement. The Board shall make its renewal decision based on the renewal application,  
 21 annual progress reports, and renewal performance report.

22 Within ten (10) days of the Board voting by resolution on a renewal application, the Director of  
 23 Schools/designee shall promptly notify a school of its renewal recommendation and decision,  
 24 including the reasons for the decision and any rights to an appeal. The Director of Schools/designee  
 25 shall promptly communicate renewal decisions to the school community and public.

received

09-01-23

*SK*

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Legal References

1. TCA 49-13-121(k)
2. State Board of Education Policy 6.111
3. TCA 49-13-121(a)
4. TCA 49-13-121; State Board of Education Policy 6.111

Click here to choose a school board.			
Monitoring: <b>Review: Annually, in August</b>	Descriptor Term:  <b>Charter School Revocation</b>	Descriptor Code: <b>1.906</b>	Issued Date:
		Rescinds:	Issued:

- 1    *General*
- 2    The Board shall revoke a charter school agreement if the charter school:<sup>1</sup>
- 3        1. Failed to meet or make sufficient progress toward the performance expectations set forth in the
- 4        charter school agreement;
- 5
- 6        2. Committed a material violation of any of the conditions, standards, or procedures set forth in
- 7        the charter school agreement;
- 8
- 9        3. Failed to meet generally accepted standards of fiscal management; or
- 10
- 11       4. Performed any of the acts that are conditions for non-approval of charter schools under state
- 12       law.

13    **NOTICE**

14    The Director of Schools/designee shall notify the charter school of the Board's intent to revoke the

15    charter school agreement in writing at least thirty (30) days prior to the revocation.<sup>2</sup>

16    Within ten (10) days of the Board voting to renew, not renew, or revoke a charter school agreement,

17    the Director of Schools/designee shall report the Board's decision to the Department of Education. The

18    Director of Schools/designee shall also provide the charter school a copy of the Board's resolution

19    setting forth the decision and the reasons for the decisions, and an explanation of the right to appeal.<sup>3</sup>

20    **REVOCAION DUE TO PRIORITY STATUS**

21    The Board may revoke a charter school agreement if the charter school is identified as a priority school

22    under state law. Revocation shall take effect immediately following the close of the school year in

23    which the charter school is identified as a priority school.<sup>4</sup>

24    The Board shall revoke a charter school agreement if the charter school is identified as a priority

25    school for two consecutive cycles (beginning in 2017). Revocation shall occur immediately after the

26    close of the school year in which the charter school is identified as a priority school for the second

27    consecutive cycle.

received

09-01-23

SM UK

## 1 PROCEDURES FOR CLOSURE

2 The Director of Schools/designee shall develop administrative procedures regarding charter school  
3 closures prior to the Board denying renewal or revoking a charter school agreement.<sup>5</sup> These procedures  
4 shall outline a detailed protocol that will ensure timely notification to parents, orderly transition of  
5 students and student records, and disposition of school funds, property, and assets in accordance with  
6 state law .

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### Legal References

1. TCA 49-13-122(b); State Board of Education Policy 6.111
2. TCA 49-13-122(e)
3. State Board of Education Policy 6.111
4. TCA 49-13-122(a)
5. TCA 49-13-130



Reid, Sharon <r...>

### September Bd Meeting

2 messages

Wed, Aug 16, 2023 at 11:07 AM

**Pierce, Chris** <pierceb2@pcsstn.com>  
To: Sharon Reid <reids2@pcsstn.com>

Mrs. Reid,  
Please reserve about a 15-minute slot for me to report on the 2023-24 beginning-of-year school enrollment update during the September Bd meeting.

Thank you,  
Chris Pierce,  
Attendance Supervisor  
Putnam County Schools  
931-526-9777

Wed, Aug 16, 2023 at 11:35 AM

**Reid, Sharon** <reids2@pcsstn.com>  
To: "Pierce, Chris" <pierceb2@pcsstn.com>

Received. Will do.  
[Quoted text hidden]

--  
Sharon Reid  
Ex. Admin. Asst.  
Putnam County Schools  
931-525-4701  
[reids2@pcsstn.com](mailto:reids2@pcsstn.com)

received  
08-16-23  
SR



**School Board Enrollment Update**  
**9/7/2023**

As of Wednesday, 9/6/23, PCSS had **11,826 PreK-12** students that have enrolled. That total enrollment number is down compared to last year at this time by about **248** students or an approximate **2%** decrease. The District usually sees an increase in enrollment of about 1-2% yearly (150-200 students).

One difference in this year's enrollment number from last year is in "virtual" enrollments through our VITAL program. As of 9/6/23, VITAL's enrollment was down by about 195 kids from the same point last year. Generally speaking, these students are characterized by elementary homeschool families who utilize the District's chosen online curriculum and are not in a regular classroom in a building. Some of these families have chosen to go another way with their enrollments this year.

This year we have enrolled 496 Pre-K students thus far. This is about 10 students less than this time last year. However, we ended the 22/23 school year with 616 Pre-K students so we expect the current program numbers to rise throughout this year.

Also, our total number of kindergarten enrollments is slightly less than last year's by about 24 students which equates to little more than the size of a classroom.

Enrollments in middle schools and high schools are down overall, also contributing to the overall decrease.

The numbers should stabilize somewhat as we are now past the Labor Day holiday, however, the overall enrollment number has historically slowly climbed until the Christmas Break. Our highest enrollment figures have always been in December for the past several years.

We are monitoring the capacities and the student-teacher ratios in the buildings for compliance. Overall, those numbers look good and are spread out more evenly in elementary schools than in years past. As of now, all grade bands in the schools are within student-teacher ratio mandates.

Capshaw (90.3), JWES (90.9), and PSES (91.3) are three elementary schools that have a current student capacity of above 90%. All other elementary, middle, and high schools, with the exception of MHS (91.2) and UHS (108.2) are below 90% capacity. However, this does not mean there are vast amounts of empty seats in classrooms. For example, the average class size in the K-3 classrooms is 19.2 students. The state ratio we have to stay under for that range is 20.49. We do have the capacity for new elementary students moving into the area to have a seat in their zoned school, but not extra capacity.

As we go through this fall, we will continue to monitor enrollment numbers and address any capacity or ratio issues as needed.

received  
09-07-23  
AK



	PreK	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
<b>9/6/22</b>	506	885	876	821	872	863	874	883	867	905	968	976	914	864	12074
<b>9/6/23</b>	<u>496</u>	<u>861</u>	<u>882</u>	<u>848</u>	<u>793</u>	<u>849</u>	<u>837</u>	<u>866</u>	<u>843</u>	<u>857</u>	<u>920</u>	<u>942</u>	<u>974</u>	<u>858</u>	<u>11826</u>
diff	-10	-24	6	27	-79	14	-37	-17	-24	-48	-48	-34	60	-6	-248
GIS 23/24 proj	555	886	929	898	820	863	861	857	883	877	973	938	948	888	12176
GIS vs 23SY diff	-59	-25	-47	-50	-27	-14	-24	9	-40	-20	-53	4	26	-30	-350
<b>22/23 Gr PreK-4</b>	4823		Gr 5-8	3529		Gr 9-12	3722								
<b>23/24 Gr PreK-4</b>	<u>4729</u>		Gr 5-8	<u>3403</u>		Gr 9-12	<u>3694</u>								
diff	<u>-94</u>			<u>-126</u>			<u>-28</u>								
9/6/22 VITAL total	357														
9/6/23 VITAL total	162														
diff	-195														
Ind. HS 22/23	255														
Ind. HS 23/24	198														

Chris Pierce  
PCSS Attendance Supervisor  
9/7/23





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

Date \_\_\_\_\_ 9/7/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate) .

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay American Constructors, Inc. in the amount of \$1,874,166.27 and Pinnacle Bank (retainage) in the amount of \$87,378.23 for pay application #12 related to the Parkview School project to be paid from the Putnam County Bond Issue.

received  
08-28-23  
*SK*

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

**OWNER:** Putnam County School Board  
 Attn: Kim Cravens, Board Chairman  
 kimcravens@pcsstn.com  
 1400 East Spring Street  
 Cookeville, TN 38506

**PROJECT:** Park View Elementary  
 Attn: Mark McReynolds, Finance Director  
 mmcreynolds@pcsstn.com

**APPLICATION NO:** 750-12  
**PERIOD TO:** August 24, 2023

**Distribution to:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**CONTRACTOR:** American Constructors, Inc.  
 P. O. Box 947  
 Brentwood, Tennessee 37024

**ARCHITECT:** Kim Allen Chamberlin  
 Upland Design Group, Inc.  
 362 Industrial Blvd  
 Crossville, TN 38555

**PROJECT NO:**

**CONTRACT DATE:**

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	45,521,772.00
2. Net change by Change Orders .....	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	45,521,772.00
4. TOTAL COMPLETED & STORED TO DATE: .....	22,548,499.42

(Column G on G703)

5. RETAINAGE:

a. Retainage Added this Month	87,378.23
Retainage Previous Balance	915,522.37
b. _____ % of Stored Material	
(Column F on G703)	
Total Retainage (Lines 5a + 5b or	

Total in Column I of G703) .....	1,002,900.60
6. TOTAL EARNED LESS RETAINAGE .....	21,545,598.82

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....

19,671,432.55 **	19,671,432.55 **
8. CURRENT PAYMENT DUE .....	1,874,166.27
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	23,976,173.18

(Line 3 less Line 6)

\*\* Unpaid Balance 0.00

CHANGE ORDER SUMMARY	DEDUCTIONS
Total changes approved in previous months by Owner	0.00
Total approved this Month	0.00
<b>TOTALS</b>	<b>0.00</b>
NET CHANGES by Change Order	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** AMERICAN CONSTRUCTORS, INC.

By: Matthew T. McCall, CFO  
 State of: Tennessee  
 County of: Davidson  
 Subscribed and sworn to before me this 24th day of August, 2023.  
 Notary Public: Margie A. Eblen  
 My Commission expires: March 2026

Date: August 24, 2023



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the application, the Architect certifies to the Owner that the Work has progressed in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$1,874,166.27

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

**ARCHITECT:** UDG, Inc.

By: Kim Allen Chamberlin Pres. Date: 8/24/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Application for Payment, Continued**

Project Park View Elementary School, Cookeville, TN

Application No. 12  
Date: 08/24/23

Description of Work	C		D		E		F	G	H	I				
	Scheduled Value		Work Completed		This Period						Total Completed To Date	%	Balance to Finish	Retainage
	Previous Applications	This Period	Stored Material	%										
02.35 Cap Grouting Allowance	1,150,750.00	-	1,150,750.00	-	-	-	1,150,750.00	100.00%	-	57,537.50				
03.00 Cast In Place Concrete	2,359,381.00	135,485.00	2,173,859.08	135,485.00	-	-	2,309,344.08	97.88%	50,036.92	115,467.20				
03.30 Hollow Core Concrete Planks	424,000.00	-	424,000.00	-	-	-	424,000.00	100.00%	-	21,200.00				
04.00 Masonry	6,242,888.00	683,131.00	3,665,960.12	683,131.00	-	-	4,349,091.12	69.66%	1,893,776.88	217,454.56				
05.00 Steel and Metals	3,346,013.00	306,649.50	2,682,198.20	306,649.50	-	-	2,988,847.70	89.33%	357,165.30	149,442.39				
06.05 Rough Carpentry / Blocking	174,396.00	39,584.00	3,752.60	39,584.00	-	-	43,336.60	24.85%	131,059.40	2,166.83				
07.00 Caulk / Waterproof / Dampproof	402,954.00	-	-	-	-	-	-	0.00%	402,954.00	-				
07.04 ACM Panels	145,000.00	-	-	-	-	-	-	0.00%	145,000.00	-				
07.08 Horizontal Wall Panels	250,400.00	-	-	-	-	-	-	0.00%	250,400.00	-				
07.20 Roofing	1,473,000.00	725,403.20	15,000.00	-	-	-	740,403.20	50.26%	732,596.80	37,020.16				
08.00 Overhead Doors	84,287.00	-	-	-	-	-	-	0.00%	84,287.00	-				
08.10 Glass and Glazing	1,552,377.00	-	-	-	-	-	-	0.00%	1,552,377.00	-				
08.15 Doors / Frames / Hardware	761,222.00	1,089.00	104,221.00	1,089.00	-	-	105,310.00	13.83%	655,912.00	5,265.50				
09.00 LG Framing & Gypsum Board	947,205.00	92,159.00	18,500.00	92,159.00	-	-	110,659.00	11.68%	836,546.00	5,532.95				
09.20 Resilient Flooring	347,000.00	-	-	-	-	-	-	0.00%	347,000.00	-				
09.25 Resinous Flooring	132,560.00	-	-	-	-	-	-	0.00%	132,560.00	-				
09.30 Wood Flooring	164,854.00	-	-	-	-	-	-	0.00%	164,854.00	-				
09.40 Acoustical Ceilings	331,000.00	-	-	-	-	-	-	0.00%	331,000.00	-				
09.45 Acoustical Panels	97,000.00	-	-	-	-	-	-	0.00%	97,000.00	-				
09.90 Painting	346,526.00	-	-	-	-	-	-	0.00%	346,526.00	-				
10.00 Accordion Partitions	18,952.00	-	-	-	-	-	-	0.00%	18,952.00	-				
10.10 Lockers	83,176.00	-	-	-	-	-	-	0.00%	83,176.00	-				
10.20 Display Boards	53,400.00	-	-	-	-	-	-	0.00%	53,400.00	-				
10.30 Signage	55,150.00	-	-	-	-	-	-	0.00%	55,150.00	-				
10.40 Toilet Partitions	90,910.00	-	-	-	-	-	-	0.00%	90,910.00	-				
10.50 Toilet Accessories	32,400.00	-	-	-	-	-	-	0.00%	32,400.00	-				
10.60 Fire Protection Specialties	4,850.00	-	-	-	-	-	-	0.00%	4,850.00	-				
10.70 Flagpole	4,900.00	-	-	-	-	-	-	0.00%	4,900.00	-				
10.80 Display Cases	31,100.00	-	-	-	-	-	-	0.00%	31,100.00	-				
11.00 Food Service	1,149,713.00	-	-	-	-	-	-	0.00%	1,149,713.00	-				
11.11 Building Athletic Equipment	153,588.00	-	-	-	-	-	-	0.00%	153,588.00	-				
12.00 Casework	600,785.00	66,863.00	66,863.00	-	-	-	66,863.00	11.13%	533,922.00	3,343.15				

**Application for Payment, Continued**

Project Park View Elementary School, Cookeville, TN

Application No. 12  
Date: 08/24/23

Description of Work	C Scheduled Value	D Work Completed		E This Period	F Stored Material	G		H Balance to Finish	I Retainage
		Previous Applications	This Period			Total Completed To Date	%		
12.10 Telescoping Bleachers	235,000.00	-	-	-	-	-	0.00%	235,000.00	-
12.30 Window Coverings	53,515.00	-	-	-	-	-	0.00%	53,515.00	-
14.00 Elevators	95,890.00	-	-	-	-	-	0.00%	95,890.00	-
21.00 Fire Protection	595,285.00	-	-	-	-	-	0.00%	595,285.00	-
22.00 Plumbing	1,558,015.00	759,030.00	70,426.00	70,426.00	-	829,456.00	53.24%	728,559.00	41,472.80
23.00 Mechanical / HVAC	4,161,432.00	1,791,954.90	118,956.00	118,956.00	-	1,910,910.90	45.92%	2,250,521.10	95,545.55
23.10 Test and Balance	47,370.00	-	-	-	-	-	0.00%	47,370.00	-
26.00 Electrical	4,232,000.00	1,178,322.64	118,600.00	118,600.00	-	1,296,922.64	30.65%	2,935,077.36	64,846.13
27.00 Low Voltage Systems	342,848.00	-	-	-	-	-	0.00%	342,848.00	-
31.00 Earthwork	3,369,279.00	2,967,445.73	103,611.00	103,611.00	-	3,071,056.73	91.15%	298,222.27	153,552.84
32.00 Exterior Improvements	1,512,932.00	89,090.00	-	-	-	89,090.00	5.89%	1,423,842.00	4,454.50
33.00 Utilities	866,777.00	487,731.00	77,874.00	77,874.00	-	565,605.00	65.25%	301,172.00	28,280.25
96.00 Contingency Allowances	750,000.00	6,366.00	-	-	-	6,366.00	0.85%	743,634.00	318.30
97.00 General Conditions	2,304,285.00	972,169.00	118,232.00	118,232.00	-	1,090,401.00	47.32%	1,213,884.00	-
97.60 Taxes and Insurance	634,620.00	512,612.10	20,248.00	20,248.00	-	532,860.10	83.97%	101,759.90	-
99.99 Fee	1,750,807.00	791,726.35	75,500.00	75,500.00	-	867,226.35	49.53%	883,580.65	-
	<b>45,521,772.00</b>	<b>19,861,551.72</b>	<b>1,961,544.50</b>	<b>1,961,544.50</b>	<b>725,403.20</b>	<b>22,648,499.42</b>	<b>49.53%</b>	<b>22,973,272.58</b>	<b>1,002,900.60</b>



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

Date \_\_\_\_\_ 9/7/2023

Department \_\_\_\_\_ Finance

Person Submitting \_\_\_\_\_ Mark McReynolds

Account Number (if appropriate) \_\_\_\_\_

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay Upland Design Group, Inc. – Crossville, Tennessee in the amount of \$19,801.97 for architectural services for the Park View School project, to be paid from 141-76100-304-02504.

received  
08-28-23  
*[Signature]*

**Upland Design Group Inc**

PO Box 1026  
Crossville, TN 38557

**INVOICE**

Invoice Number: 1921 Inv. 22  
Invoice Date: Aug 24, 2023  
Page: 1

Voice: 931-484-7541  
Fax: 931-484-2351

<b>Bill To:</b>
Putnam County School System 1400 East Spring St. Cookeville, TN 38506

<b>Ship to:</b>
Putnam County School System 1400 East Spring St. Cookeville, TN 38506

Customer ID	Customer PO	Payment Terms	
1921	New Putnam Co.	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Elem. School		9/24/23

Quantity	Item	Description	Unit Price	Amount
		Const. Cost - \$45,521,772.00 x 5% (A/E Fee)= \$2,276,088.60 x 87.91% (thru 49.53% CA)= \$2,000,909.49 - less previously paid \$1,981,107.52= \$19,801.97		19,801.97
<i>PO 1412300238</i>				
Subtotal				19,801.97
Sales Tax				
Total Invoice Amount				19,801.97
Payment/Credit Applied				
<b>TOTAL</b>				<b>19,801.97</b>

Check/Credit Memo No:



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

Date \_\_\_\_\_ 9/7/2023  
Department Finance  
Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay King Construction Group, Inc. in the amount of \$245,410.46 and First Horizon Bank (retainage) in the amount of \$12,916.34 for pay application #10 related to the Upperman High School Addition project to be paid from the 142 76100 707 933 (ESSER 3.0).

received  
08-28-23 *CK*

**TO OWNER/CLIENT:**

Putnam County (TN) Schools  
1400 East Spring St.  
Cookeville, Tennessee 38506

**PROJECT:**

Upperman High School Addition  
6950 Nashville Hwy.  
Baxter, Tennessee 38544

**APPLICATION NO: 10**

**INVOICE NO: 10**

**PERIOD: 07/19/23 - 08/23/23**

**PROJECT NO: C011-22**

**CONTRACT DATE: 9/1/2022**

**FROM CONTRACTOR:**

King Construction Group, Inc.  
3307 Burgess Falls rd  
Cookeville, Tennessee 38506

**VIA ARCHITECT/ENGINEER:**

Kim Chamberlin (Upland Design Group, Inc.)  
362 Industrial Blvd  
Cookeville, Tennessee 38555

**CONTRACT FOR:**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

- 1. Original Contract Sum \$4,739,900.00
- 2. Net change by change orders \$0.00
- 3. Contract Sum to date (Line 1 ± 2) \$4,739,900.00
- 4. Total completed and stored to date (Column G on detail sheet) \$3,324,479.95

- 5. Retainage:
  - a. 5.00% of completed work \$158,102.78
  - b. 5.00% of stored material \$8,121.25

- Total retainage \$166,224.03
- 6. Total earned less retainage (Line 5a + 5b or total in column I of detail sheet) \$3,158,255.92
- 7. Less previous certificates for payment (Line 6 from prior certificate) \$2,912,845.46
- 8. Current payment due: \$245,410.46
- 9. Balance to finish, including retainage (Line 3 less Line 6) \$1,581,644.08

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$0.00	\$0.00
Total approved this month:		\$0.00	\$0.00
Totals:		\$0.00	\$0.00
Net change by change orders:		\$0.00	\$0.00

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: King Construction Group, Inc.

By: BS

Date: 8-23-23



State of: Tennessee  
County of: Putnam  
Subscribed and sworn to before me this 23rd day of August 2023  
Notary Public: Felicia Lack  
My commission expires: September 25, 2024

**ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.  
AMOUNT CERTIFIED: \$245,410.46

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER: UDG, Inc

By: K. All Child Pres.

Date: 8/24/23

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
 Contractor's signed Certification is attached.  
 Use Column I on Contracts where variable retainage for line items apply.

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
				D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD				
1		General Conditions	\$268,043.00	\$174,227.95	\$13,402.15	\$0.00	\$187,630.10	\$80,412.90	\$9,381.50
2		Permits & Startup Costs	\$96,755.00	\$96,755.00	\$0.00	\$0.00	\$96,755.00	\$0.00	\$4,637.75
3		Mobilization	\$34,135.00	\$34,135.00	\$0.00	\$0.00	\$34,135.00	\$0.00	\$1,706.75
4		Allowance: Contingency	\$175,000.00	\$103,005.84	\$20,438.16	\$0.00	\$123,444.00	\$51,556.00	\$6,172.20
5		Allowance: Unsuitable Soils	\$105,000.00	\$105,000.00	\$0.00	\$0.00	\$105,000.00	\$0.00	\$5,250.00
6		Sitework	\$78,053.00	\$50,734.45	\$0.00	\$0.00	\$50,734.45	\$27,318.55	\$2,536.73
7		Site Utilities & Storm Drainage	\$194,964.00	\$126,726.60	\$48,741.00	\$0.00	\$175,467.60	\$19,496.40	\$8,773.38
8		Asphalt Paving	\$87,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,300.00	\$0.00
9		Concrete: Foundations	\$121,672.00	\$121,672.00	\$0.00	\$0.00	\$121,672.00	\$0.00	\$6,083.60
10		Concrete: Interior	\$141,803.00	\$141,803.00	\$0.00	\$0.00	\$141,803.00	\$0.00	\$7,090.15
11		Concrete: Exterior	\$28,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,800.00	\$0.00
12		Rebar Material Only	\$72,995.00	\$72,995.00	\$0.00	\$0.00	\$72,995.00	\$0.00	\$3,649.75
13		Masonry	\$916,618.00	\$595,801.70	\$0.00	\$0.00	\$595,801.70	\$320,816.30	\$29,790.09
14		Structural Steel	\$481,036.00	\$481,036.00	\$0.00	\$0.00	\$481,036.00	\$0.00	\$24,051.80
15		Light Gauge Metal Framing	\$98,184.00	\$83,456.40	\$9,818.40	\$0.00	\$93,274.80	\$4,909.20	\$4,663.74
16		Rough Carpentry	\$20,031.00	\$14,021.70	\$6,009.30	\$0.00	\$20,031.00	\$0.00	\$1,001.56
17		Dampproofing	\$16,286.00	\$0.00	\$16,286.00	\$0.00	\$16,286.00	\$0.00	\$814.30
18		Insulation	\$6,226.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,226.00	\$0.00
19		Roofing	\$426,066.00	\$353,459.40	\$0.00	\$30,000.00	\$383,459.40	\$42,606.60	\$19,172.98
20		Joint Sealants	\$15,500.00	\$0.00	\$1,550.00	\$0.00	\$1,550.00	\$13,950.00	\$77.50
21		Doors, Frames & Hardware	\$104,465.00	\$10,300.00	\$0.00	\$0.00	\$10,300.00	\$94,165.00	\$515.00
22		Storefront & Glazing	\$82,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82,000.00	\$0.00
23		Sheetrock	\$20,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,500.00	\$0.00
24		Flooring	\$62,610.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,610.00	\$0.00
25		Acoustical Ceilings	\$88,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$88,000.00	\$0.00
26		Painting	\$40,351.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,351.00	\$0.00
27		Display Surfaces, Signage, FE's	\$15,099.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,099.00	\$0.00
28		Operable Partition	\$21,618.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,618.00	\$0.00
29		Casework	\$17,540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,540.00	\$0.00
30		Mechanical: Rough-In	\$230,265.00	\$60,892.30	\$18,421.20	\$127,925.00	\$207,238.50	\$23,026.50	\$10,361.93
31		Mechanical: Trim-Out	\$25,585.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,585.00	\$0.00
32		Fire Sprinkler	\$62,000.00	\$27,740.00	\$13,020.00	\$4,500.00	\$45,260.00	\$16,740.00	\$2,263.00
33		Electrical: Rough-In	\$409,780.00	\$249,965.80	\$110,640.60	\$0.00	\$360,606.40	\$49,173.60	\$18,030.32
34		Electrical: Trim-Out	\$175,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,620.00	\$0.00

Contract Lines

A ITEM NO.	B BUDGET CODE	C SCHEDULED VALUE	D		E	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	WORK COMPLETED THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
		TOTALS:	\$4,739,900.00	\$2,903,728.14	\$258,326.81	\$162,425.00	\$3,324,479.95	70.14%	\$1,415,420.05	\$166,224.03

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	WORK COMPLETED THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
		GRAND TOTALS:	\$4,739,900.00	\$2,903,728.14	\$258,326.81	\$162,425.00	\$3,324,479.95	70.14%	\$1,415,420.05	\$166,224.03



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

Date \_\_\_\_\_ 9/7/2023

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 Upland Design Group, Inc. – Crossville, Tennessee in the amount of \$2,583.25 to be paid from 142-76100-707-933 for architectural services for the Upperman High School Expansion project (School Federal Program Fund-ESSER 3.0).

received  
08-28-23  
CK

**Upland Design Group Inc**

PO Box 1026  
 Crossville, TN 38557

**INVOICE**

Invoice Number: 2195 Inv. 8  
 Invoice Date: Aug 24, 2023  
 Page: 1

Voice: 931-484-7541  
 Fax: 931-484-2351

<b>Bill To:</b>
Putnam County School System 1400 East Spring St. Cookeville, TN 38506

<b>Ship to:</b>
Putnam County School System 1400 East Spring St. Cookeville, TN 38506

Customer ID	Customer PO	Payment Terms	
2195	Upperman HS	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Expansion		9/24/23

Quantity	Item	Description	Unit Price	Amount
		Const. Cost \$4,739,900.00 x 5% (A/E Fee) = \$236,995.00 x 94.03% complete = \$222,846.40 - less previously paid \$220,263.15= \$2,583.25  PD 9332300026		2,583.25
Subtotal				2,583.25
Sales Tax				
Total Invoice Amount				2,583.25
Payment/Credit Applied				
<b>TOTAL</b>				<b>2,583.25</b>

Check/Credit Memo No:



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

Date \_\_\_\_\_ 9/7/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay AAR of North Carolina, Inc. in the amount of \$255,037.00 and First National Bank (retainage) in the amount of \$13,423.00 for pay application #5 related to the Upperman High School Addition project to be paid from the 142 76100 707 933 (ESSER 3.0).

received  
08-22-23 *[Signature]*

# RCR&A

## RICHARD C. RINKS & ASSOCIATES, INC.

Engineering and Architectural Services

Building Enclosure Consultants

ASCE - NSPE - TSPE - IIBEC - EDI

30 North Jefferson Avenue - P.O. Box 691 - Cookeville, Tennessee 38503-0691

Telephone 931-528-5543 Rinks-Consulting.com Facsimile 931-528-5544

August 21, 2023

Mr. John Magura  
Facilities Maintenance Supervisor  
Putnam County Schools  
240 Raider Drive  
Cookeville, Tennessee 38506  
maguraj@pcsstn.com

Re: Roof Replacement  
Upperman High School  
Baxter, Tennessee

Dear Mr. Magura:

Attached for further processing is an electronic copy of Pay Request No. 5 in the amount of \$268,460.00 from AAR of North Carolina, Inc. (AAR) for the above captioned project. I have signed and dated the Pay Request recommending payment.

Please pay AAR \$255,037.00 and deposit \$13,423.00 into the retainage escrow account.

Should you have any questions concerning this project, please contact me.

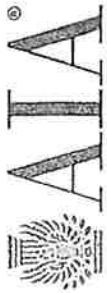
Sincerely yours,

*Patrick Rinks*

Patrick Rinks, PE

c: AAR of North Carolina, Inc.

via email



# AIA Document G702® - 1992

## Application and Certificate for Payment

TO OWNER: Putman Cty Board of Education  
1400 E Spring St  
Cookeville, TN 38506

PROJECT: 222301 Upperman High School  
6950 Nashville Hwy  
Baxter, TN

FROM: Richard C. Rinks & Associates Inc.  
30 North Jefferson Ave.  
Cookeville, TN 38501

CONTRACTOR: AAR of North Carolina, Inc  
655 Peddycoord Rd  
Kemersville, NC 27284

VIA ARCHITECT: \_\_\_\_\_

APPLICATION NO: 005  
PERIOD TO: August 31, 2023  
CONTRACT FOR: General Construction  
CONTRACT DATE: December 02, 2022  
PROJECT NOS: / /

Distribution to:  
OWNER:   
ARCHITECT:   
CONTRACTOR:   
FIELD:   
OTHER:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
AIA Document G703<sup>®</sup>, Continuation Sheet, is attached.

- 1. ORIGINAL CONTRACT SUM ..... \$3,804,085.00
- 2. NET CHANGE BY CHANGE ORDERS ..... \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$3,804,085.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$3,212,057.90
- 5. RETAINAGE:
  - a. 5.00 % of Completed Work (Column D + E on G703) ..... \$160,602.89
  - b. 0 % of Stored Material (Column F on G703) ..... \$0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$160,602.89
- 6. TOTAL EARNED LESS RETAINAGE ..... \$3,051,455.01  
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$2,796,418.01  
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE ..... \$255,037.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) ..... \$752,629.99

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Rhonda Sigmon  
By: Rhonda Sigmon  
State of: North Carolina  
County of: Forsyth  
Subscribed and sworn to before me this 7th day of August 23  
Notary Public: Rhonda Sigmon  
My Commission expires: September 02, 2023

Rhonda Sigmon  
Notary Public  
Guilford County, NC

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$255,037.00  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature]  
By: [Signature]  
Date: 8-21-23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:  
 APPLICATION DATE:  
 PERIOD TO:  
 ARCHITECT'S PROJECT NO:

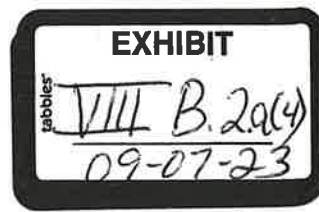
005

August 07, 2023

August 31, 2023

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G-C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
	Steep Slope	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Membrane & Accessories	1,016,104.00	1,016,104.00	0.00	0.00	0.00	1,016,104.00	100.00%	0.00	0.00
1.001	Insulation	344,521.00	310,068.90	34,452.10	0.00	0.00	344,521.00	100.00%	0.00	0.00
1.002	Lumber	10,801.00	10,801.00	0.00	0.00	0.00	10,801.00	100.00%	0.00	0.00
1.003	Dump	16,950.00	8,475.00	3,390.00	0.00	0.00	11,865.00	70.00%	5,085.00	0.00
1.004	Equipment Rental	44,280.00	22,140.00	4,428.00	0.00	0.00	26,568.00	60.00%	17,712.00	0.00
1.005	Roofing Labor	269,386.00	134,693.00	53,877.20	0.00	0.00	188,570.20	70.00%	80,815.80	0.00
1.006	Sheet Metal Material	67,067.00	20,120.10	20,120.10	0.00	0.00	40,240.20	60.00%	26,826.80	0.00
1.007	Sheet Metal Shop Labor	25,933.00	7,779.90	7,779.90	0.00	0.00	15,559.80	60.00%	10,373.20	0.00
1.008	Sheet Metal Field Labor	40,803.00	12,240.90	12,240.90	0.00	0.00	24,481.80	60.00%	16,321.20	0.00
1.009	Ice Guards	21,040.00	0.00	0.00	0.00	0.00	0.00	0.00%	21,040.00	0.00
1.010	Bond	32,165.00	32,165.00	0.00	0.00	0.00	32,165.00	100.00%	0.00	0.00
1.011	Travel Pay	115,004.00	57,502.00	28,751.00	0.00	0.00	86,253.00	75.00%	28,751.00	0.00
1.012	Warranty	15,034.00	0.00	0.00	0.00	0.00	0.00	0.00%	15,034.00	0.00
1.013	Mobilization	25,000.00	7,500.00	11,250.00	0.00	0.00	18,750.00	75.00%	6,250.00	0.00
1.014	Contingency	80,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	80,000.00	0.00
1.015	Low Slope	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2.001	Membrane & Accessories	511,927.00	511,927.00	0.00	0.00	0.00	511,927.00	100.00%	0.00	0.00
2.002	Insulation	203,855.00	203,855.00	0.00	0.00	0.00	203,855.00	100.00%	0.00	0.00
2.003	Lumber	12,167.00	12,167.00	0.00	0.00	0.00	12,167.00	100.00%	0.00	0.00
2.004	Dump	25,075.00	22,567.50	0.00	0.00	0.00	22,567.50	90.00%	2,507.50	0.00
2.005	Equipment Rental	26,140.00	23,526.00	0.00	0.00	0.00	23,526.00	90.00%	2,614.00	0.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
2.006	Roofing Labor	221,308.00	199,177.20	0.00	0.00	0.00	199,177.20	90.00%	22,130.80	0.00
2.007	Sheet Metal Material	65,246.00	0.00	39,147.60	0.00	0.00	39,147.60	60.00%	26,098.40	0.00
2.008	Sheet Metal Shop Labor	23,451.00	0.00	14,070.60	0.00	0.00	14,070.60	60.00%	9,380.40	0.00
2.009	Sheet Metal Field Labor	38,705.00	0.00	23,223.00	0.00	0.00	23,223.00	60.00%	15,482.00	0.00
2.010	Bond	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	100.00%	0.00	0.00
2.011	Masonry Subcontractor	259,781.00	207,824.80	0.00	0.00	0.00	207,824.80	80.00%	51,956.20	0.00
2.012	Plumbing/Gas Subcontractor	52,432.00	15,729.60	15,729.60	0.00	0.00	31,459.20	60.00%	20,972.80	0.00
2.013	Travel Pay	80,260.00	72,234.00	0.00	0.00	0.00	72,234.00	90.00%	8,026.00	0.00
2.014	Warranty	44,650.00	0.00	0.00	0.00	0.00	0.00	0.00%	44,650.00	0.00
2.015	Mobilization	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
2.016	Contingency	80,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	80,000.00	0.00
	<b>GRAND TOTAL</b>	<b>\$3,804,085.00</b>	<b>\$2,943,597.90</b>	<b>\$268,460.00</b>		<b>\$0.00</b>	<b>\$3,212,057.90</b>	<b>84.44%</b>	<b>\$592,027.10</b>	<b>\$0.00</b>



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

Date \_\_\_\_\_ 9/7/2023

Department \_\_\_\_\_ Finance

Person Submitting \_\_\_\_\_ Mark McReynolds

Account Number (if appropriate) \_\_\_\_\_

Check one:

Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay Richard C. Rinks & Associates, Inc. – Cookeville, Tennessee in the amount of \$10,932.25 for design services for the Upperman High School Roof project, to be paid from 142-76100-707-933 (ESSER 3.0).

received  
08-22-23  
*[Signature]*

# RCR&A

## RICHARD C. RINKS & ASSOCIATES, INC.

Engineering and Architectural Services

Building Enclosure Consultants

ASCE - NSPE - TSPE - IIBEC - EDI

30 North Jefferson Avenue - P.O. Box 691 - Cookeville, Tennessee 38503-0691  
Telephone 931-528-5543 Rinks-Consulting.com Facsimile 931-528-5544

August 21, 2023

Mr. John Magura  
Facilities Maintenance Supervisor  
Putnam County Schools  
240 Raider Drive  
Cookeville, Tennessee 38506  
maguraj@pcsstn.com

2956 Roof Replacement  
Upperman High School  
Baxter, Tennessee

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### INVOICE

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Contract Amount less \$160,000 Allowance	\$ 3,644,085.00
Design Fee (6% of Contract Amount)	\$ 218,645.10
Amount of Fee Earned to Date	
90 Percent	\$ 196,780.59
Less Previous Payments	\$ 185,848.34
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AMOUNT DUE	\$ 10,932.25

THANK YOU!