

Hamilton County Department of Education  
Board Meeting - Quarterly Session  
December 12, 2019 5:30 PM  
3074 Hickory Valley Road  
Chattanooga, TN 37421

I. Roll Call

II. \*\*Approval of the Agenda

III. Executive Session - No

IV. Pledge to the Flag and Meditation - Karen Hollis, Principal of Ooltewah Elementary

V. Exemplars of Excellence - Dr. Robert Sharpe

**HAMILTON COUNTY SCHOOLS  
3074 HICKORY VALLEY ROAD  
CHATTANOOGA, TENNESSEE 37421**

MEMORANDUM

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

FROM: Dr. Robert Sharpe, Executive Director

DATE: December 12, 2019

RE: Request to recognize SMMHS athletic teams

The Hamilton County Department of Education is pleased to recognize the following athletic teams:

Signal Mountain Middle/High School

- Team State Champions in Small Class Boys' Golf (2nd year in a row) while breaking an 80 year-old record for margin of victory and becoming the first public school to win the prestigious City Prep Tournament – Coach Rodney Mitchell
- Team State Champions in Class A Girls Soccer (2nd year in a row) – Coach Richard Northcutt
- Team State Champions in both Division One Small Class Girls Cross Country (3rd year in a row and 6 out of the last 7 years) and Division One Small Class Boys Cross Country (1st time in school history) – Coach Dustin Carpenter

VI. Delegations

A. Jeanette Omarkhail, HCEA

B. Heather Modrow spoke regarding K-3 Literacy and Assessment

C. Sonia Perry, Red Bank High School and Carson Bock, Signal Mountain High School spoke regarding the Suicide Prevention Policy

VII. Presentations

A. Future Ready - Student Success Plans - Dr. Nakia Towns Edwards

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

**MEMORANDUM**

To: Hamilton County Board of Education

From: Dr. Bryan Johnson, Superintendent

Date: December 12, 2019

RE: FUTURE READY 2023 UPDATES TO SCHOOL BOARD – STUDENT  
SUCCESS PLANS

In order to provide the School Board up-to-date information on strategies being implemented and progress towards the goals outlined with the Future Ready 2023 plan, district leadership will provide a monthly report describing the work being done.

Future Ready 2023 outlines five action areas:

- Accelerating Student Achievement
- Future Ready Students
- Great Teachers and Leaders
- Effective and Efficient Operations
- Engaged Community



**HAMILTON**  
**COUNTY**  
**SCHOOLS**

2019 Level 5 School District

# Future Ready 2023 Monthly Report

Office of Social Emotional Learning (SEL)

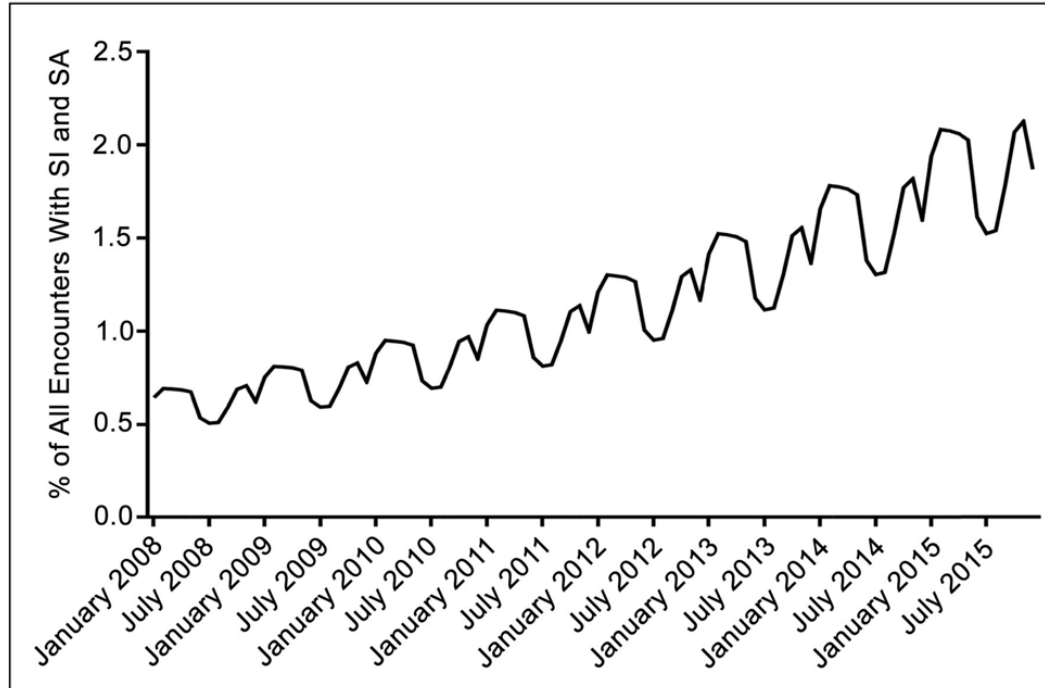
Patricia Russell, Director, SEL & K12 Counseling

Jennifer Bronson, Program Manager, Integrated Student Supports

Hamilton County Board of Education - December 12, 2019

# National Mental Health Trends (5-17 year olds)

Trends in encounters for Suicidal Ideation (SI) and Suicide Attempt (SA)  
across 31 children's hospitals, 2008–2015.



Gregory Plemmons et al. *Pediatrics* 2018;141:e20172426

©2018 by American Academy of Pediatrics

**PEDIATRICS**<sup>®</sup>



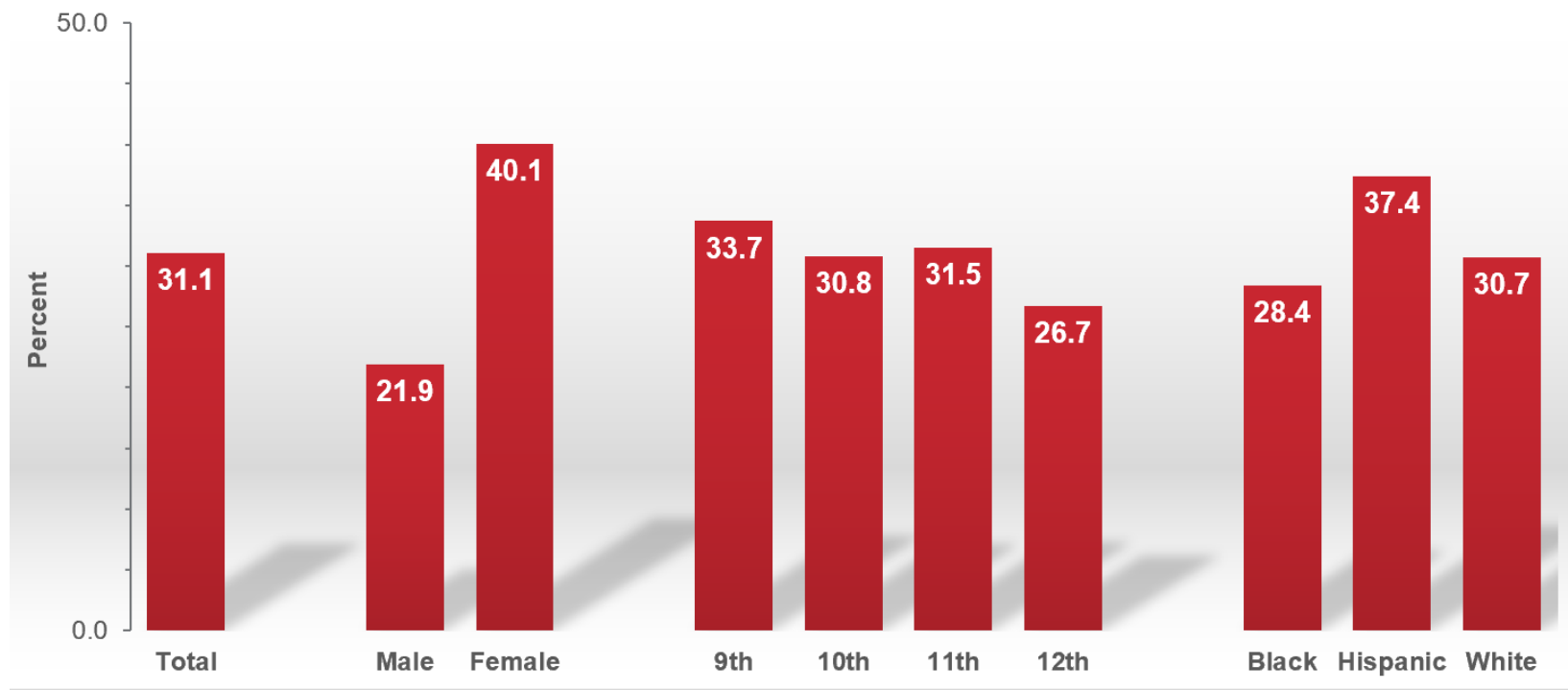
# Suicides in Tennessee, Ages 10-17 from 2005-17

Year	Number	Rate
2005	13	1.95
2006	17	2.52
2007	13	1.92
2008	24	3.54
2009	21	3.11
2010	22	3.25
2011	13	2.07
2012	24	3.11
2013	24	3.42
2014	24	3.99
2015	33	4.93
2016	41	6.11
2017	51	6.92

Source: Tennessee Department of Health



# Percentage of High School Students in Tennessee Who Felt Sad or Hopeless



\*Almost every day for  $\geq 2$  weeks in a row so that they stopped doing some usual activities, ever during the 12 months before the survey.

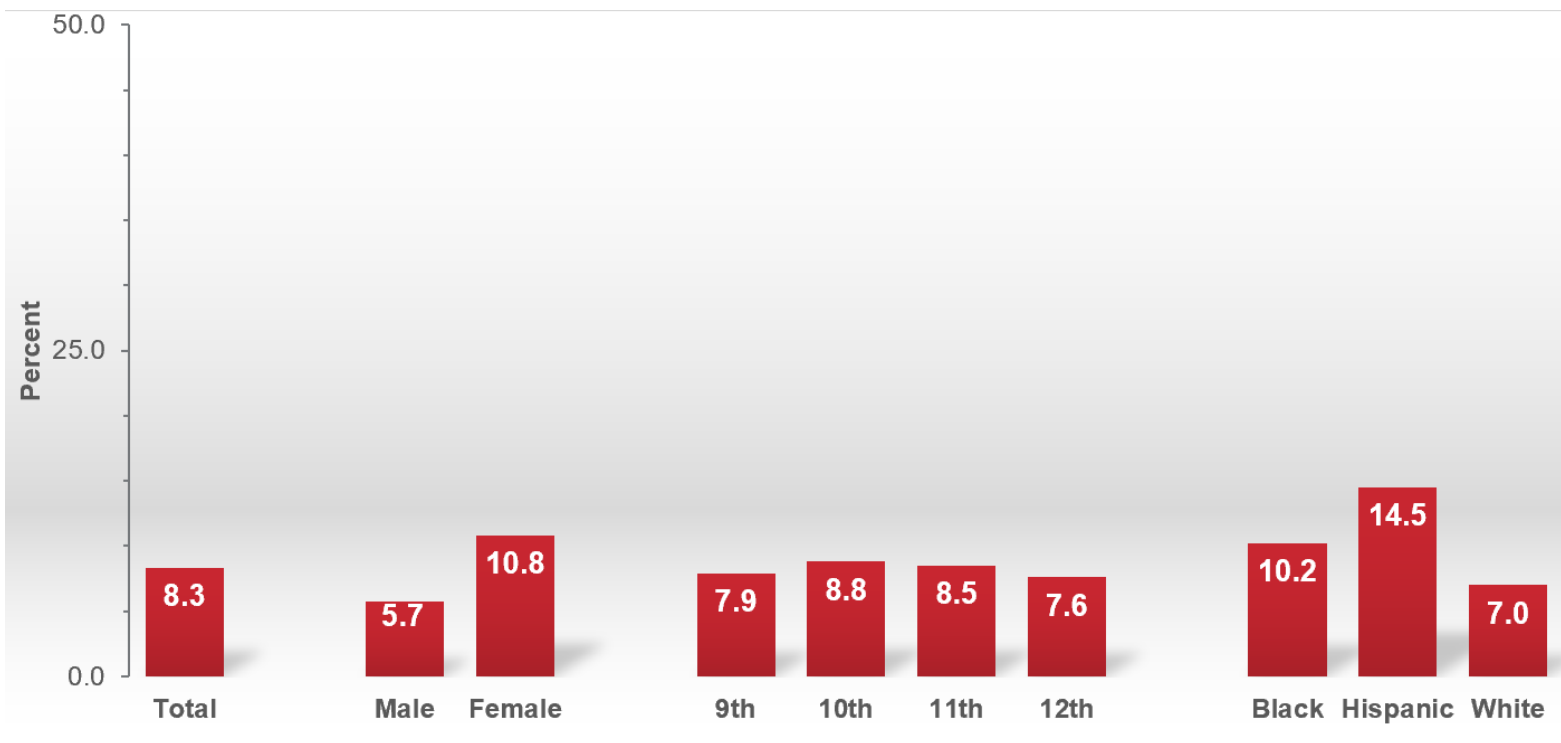
\*F > M (Based on t-test analysis,  $p < 0.05$ .)

All Hispanic students are included in the Hispanic category. All other races are non-Hispanic.

Note: This graph contains weighted results.



# Percentage of High School Students in Tennessee Who Attempted Suicide



\*One or more times during the 12 months before the survey

†F > M; H > W (Based on t-test analysis,  $p < 0.05$ .)

All Hispanic students are included in the Hispanic category. All other races are non-Hispanic.

Note: This graph contains weighted results.

Tennessee – Youth Risk Behavior Survey, 2017 - QN28



# Office of Social Emotional Learning

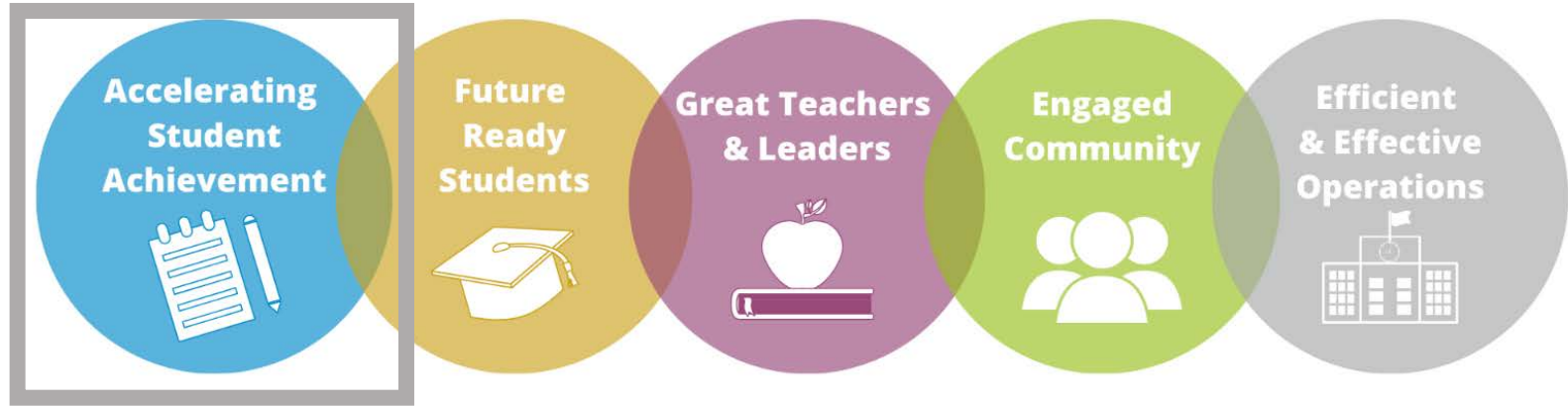
**Mental &  
Behavioral  
Health  
Resources**

**K-12  
Counselors**

**Integrated  
Student  
Supports**

**Social  
Emotional  
Learning**

# Future Ready 2023



# Accelerating Student Achievement

**Close the Opportunity Gap.** ...*We fully commit to respond to individual student needs, such that every child can perform at high levels and access the range of social, emotional, and academic supports to develop **the whole child**.*

- Formulate and implement a plan for **social emotional learning and whole-child development** that includes **wrap-around services and a comprehensive counseling support plan** (e.g. counseling and health) to aid in the success for all students, including **crisis response**.
- Formulate and implement a Tiered Truancy Intervention Plan (**multi-tiered systems of support**) aimed at increasing student attendance and achievement.

# SEL Implementation

Define focus areas for implementation of SEL. Year 1: Build an awareness, commitment, and ownership through educational trainings.

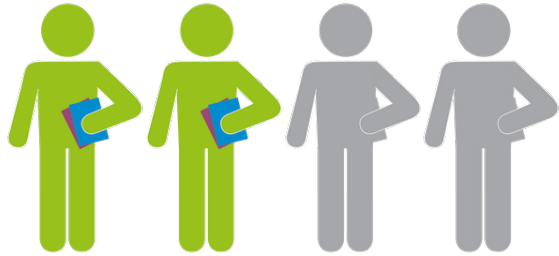
Build Integrated Student Supports: Student Success Planning, based on a three-year piloting process.

Ensure 100% -90% elementary schools create a SEL plan with a primary focus on Tier I scaling up to high schools over a three-year process.

Close non-academic gaps for students in SSP piloting schools by 35% and increase attendance and student achievement by 30%.

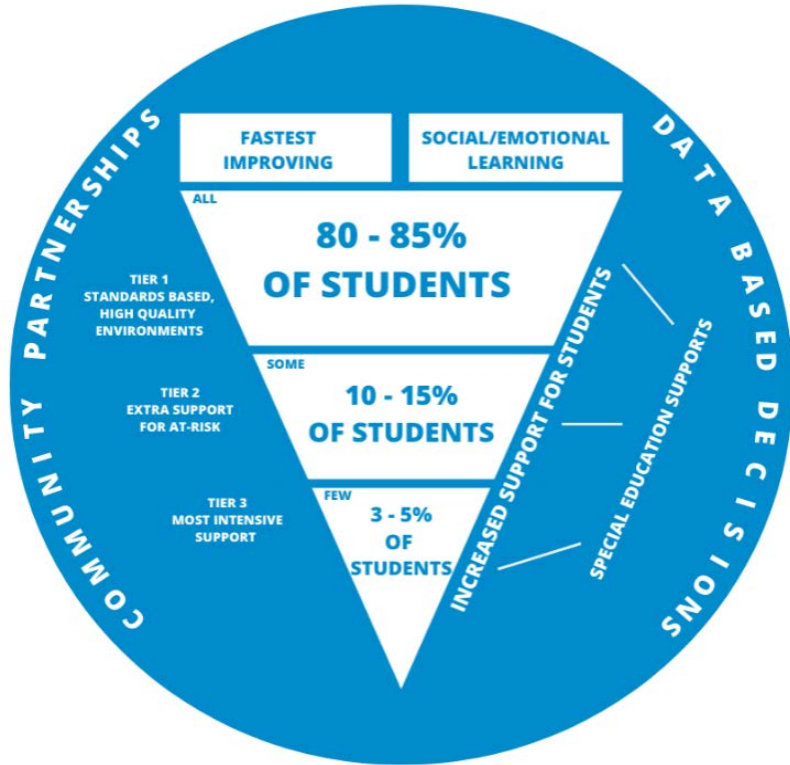
# Climate Survey

**50%** of teachers  
said **chronic absenteeism**  
is a problem at their school.



**53%**  
of middle school students  
are **distracted** from  
school work by other  
students acting out in class.

# Multi-Tiered Systems of Support



## Tennessee RTI<sup>2</sup> Model

### Guiding Principles

- ▶ Leadership
- ▶ Culture of Collaboration
- ▶ Prevention & Early Intervention

### TIER I All 80-85%

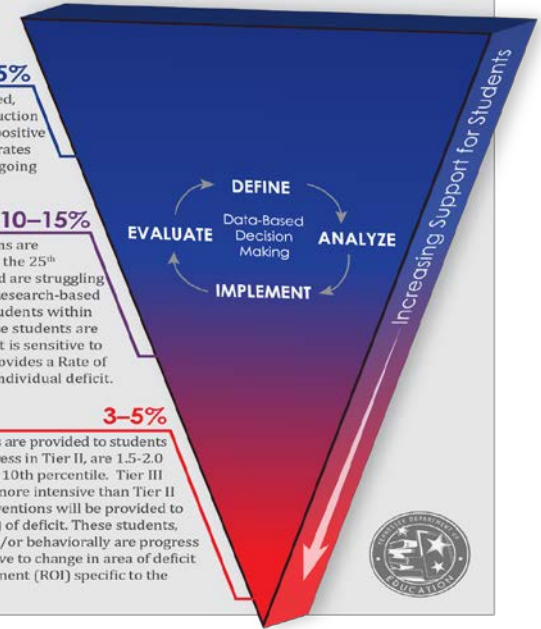
ALL students receive research-based, high quality, general education instruction using Tennessee State Standards in a positive behavior environment that incorporates ongoing universal screening and ongoing assessment to inform instruction.

### TIER II Some 10-15%

In ADDITION to Tier I, interventions are provided to students that fall below the 25<sup>th</sup> percentile on universal screening and are struggling academically and/or behaviorally. Research-based interventions will be provided to students within their specific area(s) of deficit. These students are progress monitored using a tool that is sensitive to change in area of deficit and that provides a Rate of Improvement (ROI) specific to the individual deficit.

### TIER III Few 3-5%

In ADDITION to Tier I, interventions are provided to students who have not made significant progress in Tier II, are 1.5-2.0 grade levels behind or are below the 10<sup>th</sup> percentile. Tier III interventions are more explicit and more intensive than Tier II interventions. Research-based interventions will be provided to students within their specific area(s) of deficit. These students, who are struggling academically and/or behaviorally are progress monitored using a tool that is sensitive to change in area of deficit and that provides a Rate of Improvement (ROI) specific to the individual deficit.



Education



Health & Food



Social Services



Child & Family Services



Mental Health & Probation



- Public Schools
- ESEA, Title I
- School Lunch & Breakfast
- Head Start
- IDEA
- After-School Programs
- Textbook Funding
- Tests & Achievement
- Teacher Issues
- GED

- Medi-Cal – EPSDT
- Healthy Families Parent Expansion
- Child Health & Disability Program
- Expanded Access Primary Care
- Trauma Case Funding
- Co-payments for ER Services
- Child Lead Poisoning Prevention Program
- HIV/AIDS Prevention & Education
- Breast Cancer Screening
- Food Stamps
- WIC

- TANF
- GAIN, Cal Learn, CalWORKS, etc.

- Child Care – CCDBG, SSBG, CalWORKS Child Care, etc.
- After-School Programs – 21<sup>st</sup> Century Learning Centers, etc.
- Promoting Safe & Stable Families
- Child Abuse & Neglect Programs
- Foster Care – Transition
- Independent Living, Housing, etc.
- Adoption Assistance, Adoption Opportunities

- School-Based MH Services for Medi-Cal Kids
- Probation Officers in Schools
- Cardenas-Schiff Legislation
- Health Care Through Probation
- Mental Health Evaluations
- Juvenile Halls



Mom



Dad



9 year old



5 year old



Baby 1½



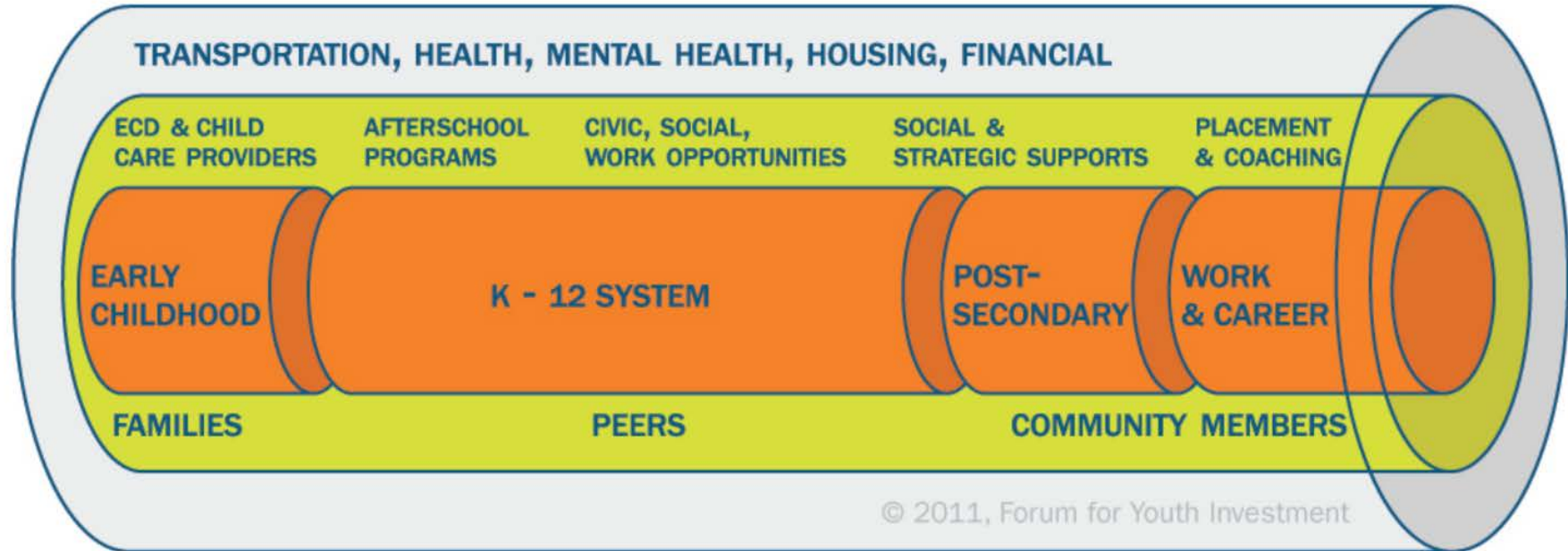
Mom's sister



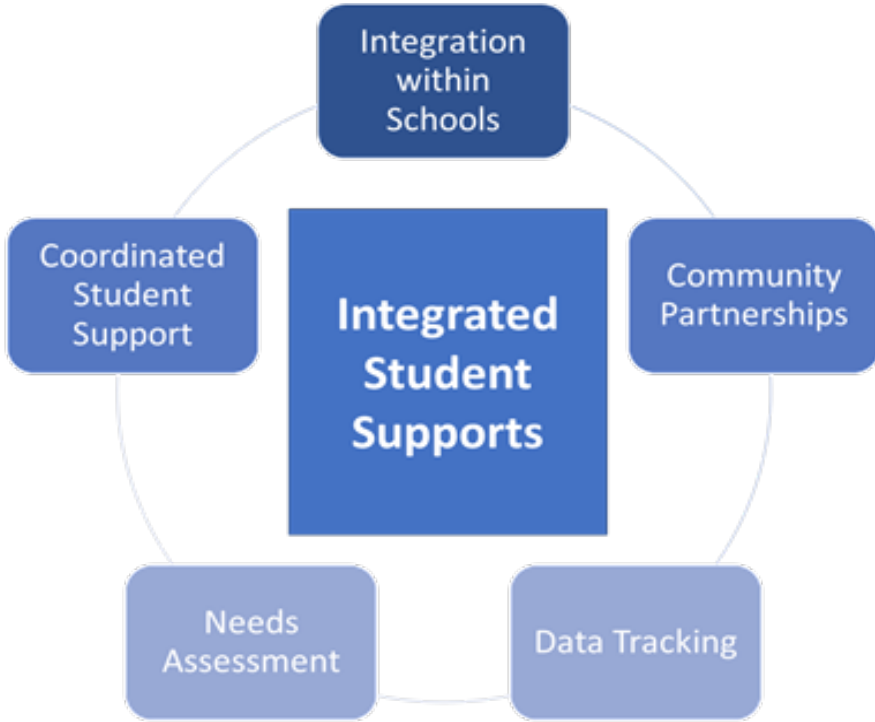
Boyfriend in trouble

Image: Margaret Dunkle

# Integrated Student Supports



# Integrated Student Supports



Capturing students' comprehensive in-school and out-of-school strengths, interests, and needs

Intentionally matching each student with tailored supports, services, and opportunities

Seamlessly coordinating a web of education and community resources to provide equitable opportunities for all students

# Student Success Planning Pilot



Education  
**R**edesign  
Lab

By **All** Means

HARVARD



GRADUATE SCHOOL  
OF EDUCATION

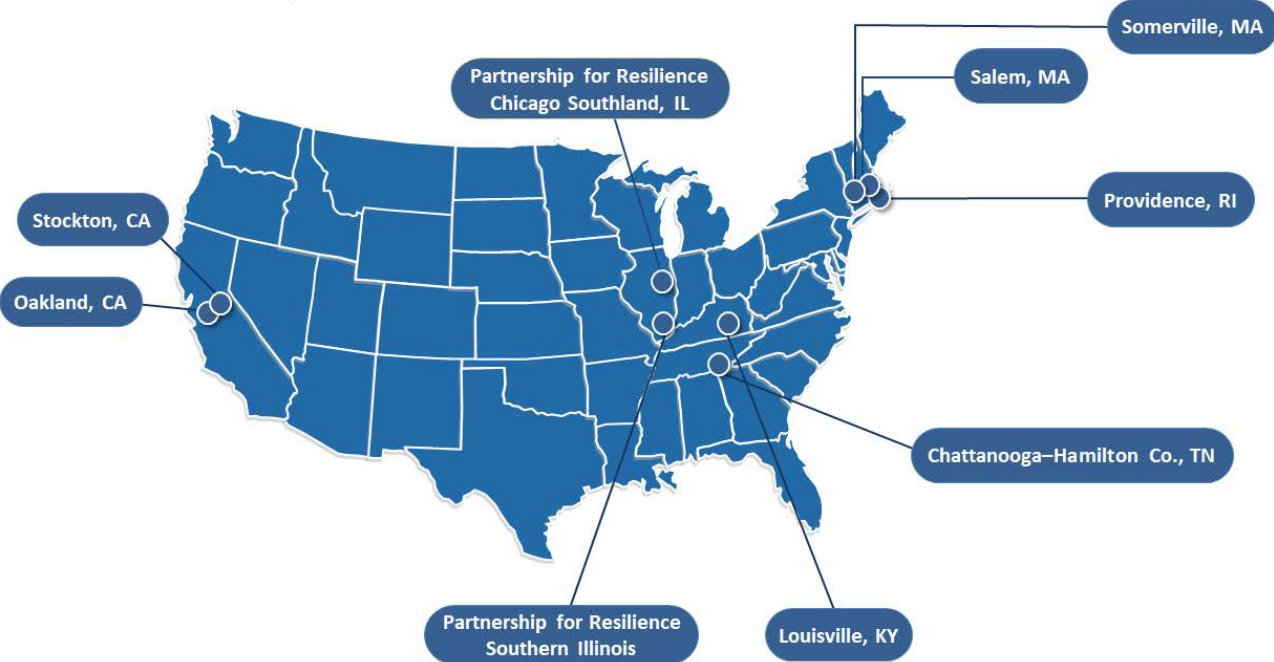
CHILDREN'S  
CABINET



*“We know that with the right support, every child in Hamilton County can thrive.”*

*-Mayor Jim Copping*

### Reach of the By All Means Consortium



# CHILDREN'S CABINET

United Way of Greater Chattanooga

Erlanger Children's Hospital

Chattanooga Housing Authority

Urban League

The Maclellan Foundation

CARTA

Hamilton County Juvenile Court

Chattanooga Area Chamber of  
Commerce

Hamilton County Health Dept.

Chattanooga State

**Molly Blankenship**

Exec. Director, Chattanooga 2.0  
*Facilitator*

Hamilton County School Board

Read 20

Benwood Foundation

City of Chattanooga

Hamilton County Sheriff

Signal Centers

**Superintendent Bryan Johnson**  
Hamilton County Schools  
*Co-Chair*

**Mayor Jim Coppinger**  
Hamilton County  
*Co-Chair*



# PILOT SCHOOLS



Hixson Middle



Dalewood Middle



Howard Connect



Red Bank Middle



Soddy Elementary



Woodmore Elementary

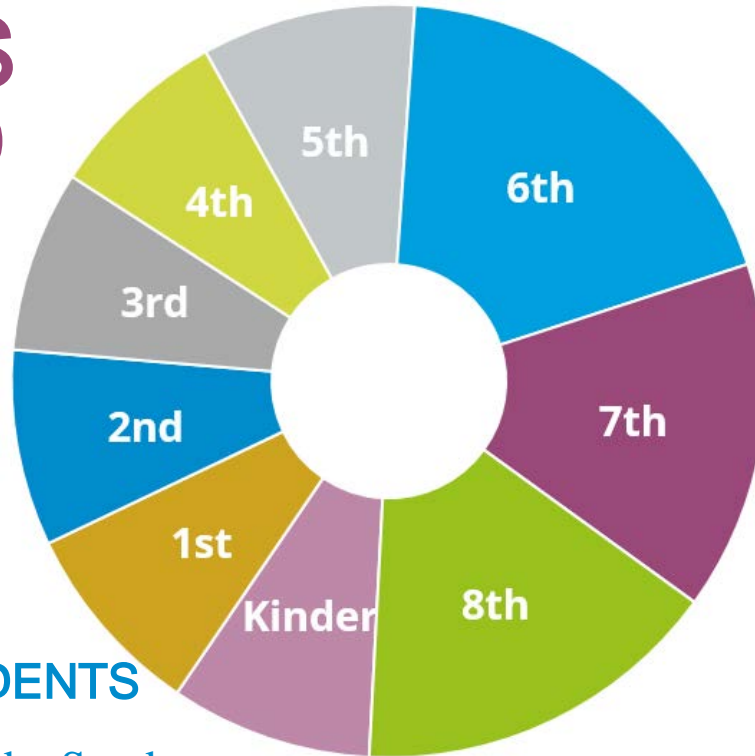


Calvin Donaldson



Red Bank Elementary

# GRADES SERVED

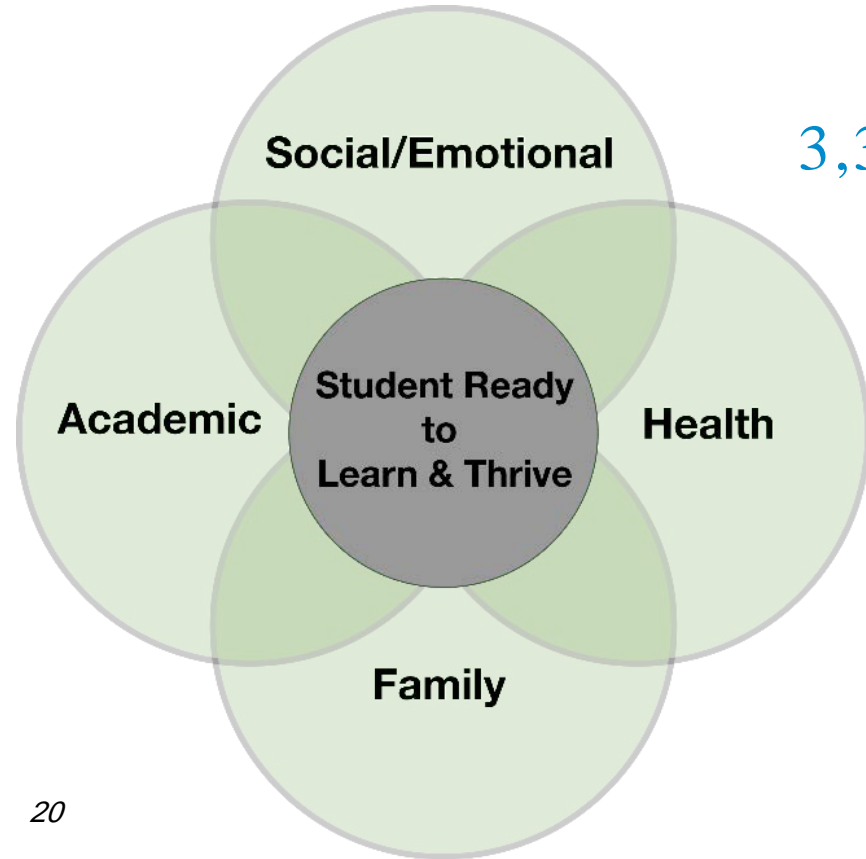


**3,384 TOTAL STUDENTS**

- 1,665 Middle Grade Students
- 1,721 Elementary Grade Students

# ALL MEANS ALL

3,384 Individual Student Success Plans



“I think that teachers are feeling very heard through the process, and I know that we are getting resources to our kids faster than if we weren't a part of Student Success Planning.

Some of the teachers have thanked us for listening to the stories of their class.

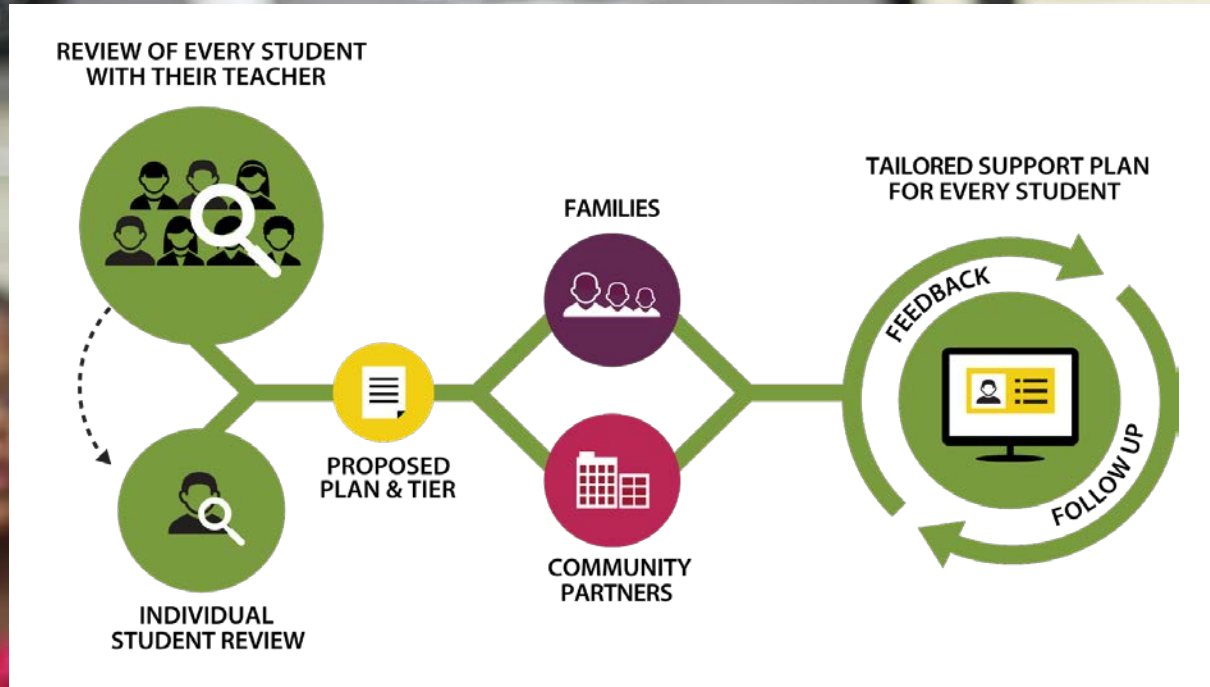
**It has been an exhausting privilege.”**

# TECHNICAL ASSISTANCE PARTNER



cityconnects  
OPTIMIZED STUDENT SUPPORT







Whole Class Review > Training 132 > Sinbad Wilmore



Sinbad Wilmore  
Student ID: test10231

Academic SEB Health Family

Select a Student

Next

Gender  
M

SPED  
No

Teacher  
-

Practice Model  
Elementary

Edit 

Race  
Multi-race

ELL  
No

Classroom  
Training 132

Meeting Date:

Oct 16, 2019 

Hispanic?  
Yes

GPA  
2.72

Grade  
7

Status  
Incomplete

 PAGE TOOLS

 Add a Service

## Sinbad's Strengths & Needs

 The Academic Domain

Description

B/C average in all subjects. Needs a push, is very close to being an A student if he had some study skills, organization.

Reading

Strength

Need

Writing

Strength

Need

Math

Strength

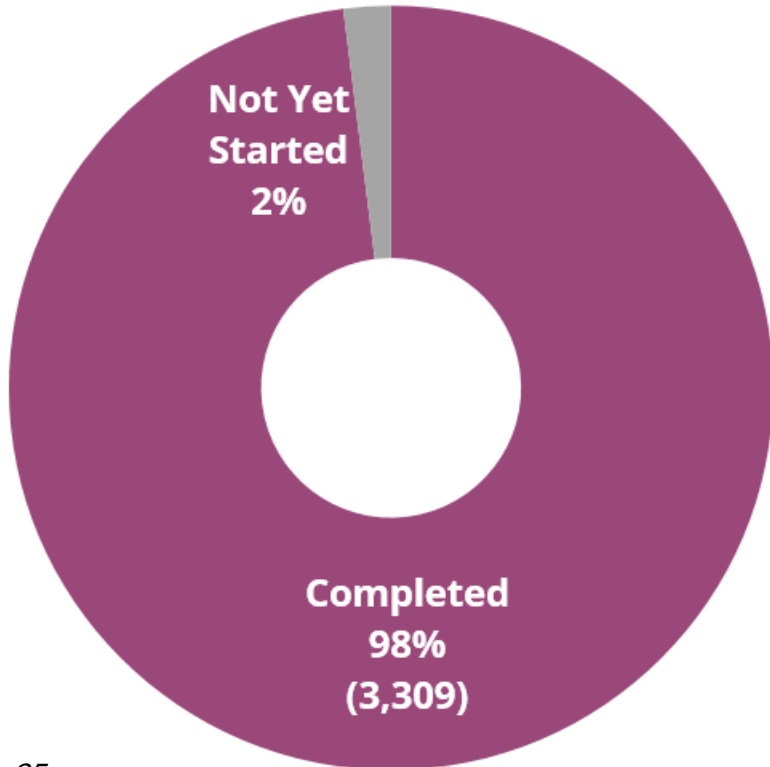
Need

NEED HELP?

Submit a support request to

# MILESTONES ACHIEVED

## Student Success Planning *Progress Summary*



“Conceptually, the plans represent our commitment to

**meet all children and youth where they are**

and give them what they need, inside of school and out, to be successful.

Practically, Success Plans are logical tools with which to build new systems

focused on individual needs.”

# Academics

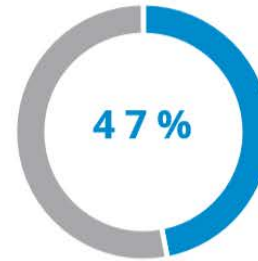


**STRENGTHS**

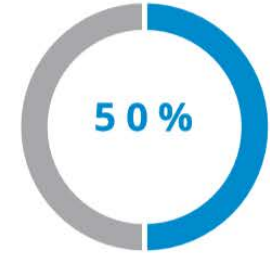


**NEEDS**

Participation



Hard Work & Effort



Reading



Math



# Social/Emotional/ Behavioral



Relationship Skills



Self-confidence



Attention Problems/  
Distractability



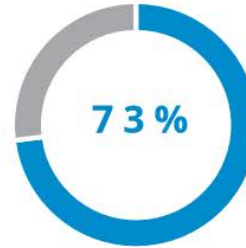
Makes Good  
Decisions



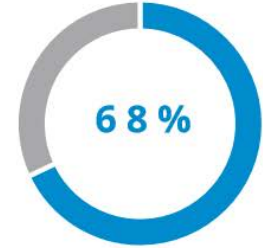
# Health



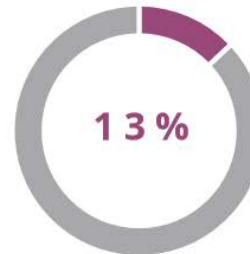
Appropriate Clothing



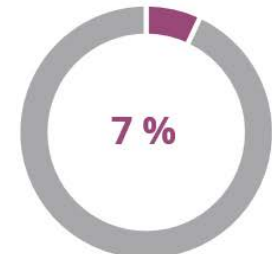
Hygiene



Chronic Health Condition



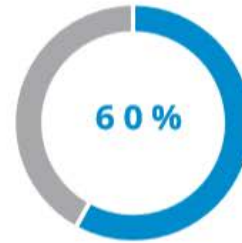
Healthy Sleep Habits



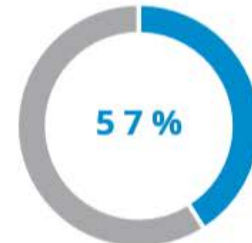
# Family



Family Communication  
with School



Family Supports  
Learning



Family Structure &  
Dynamic

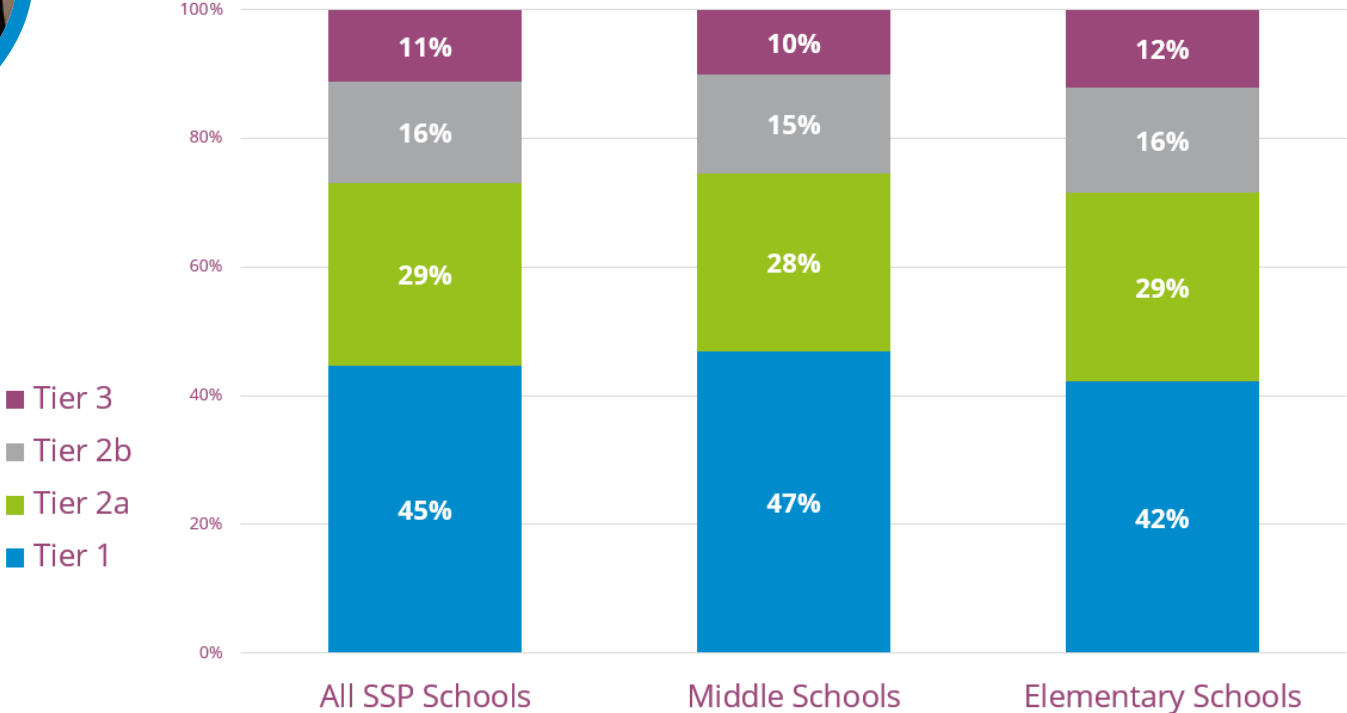


Family Communication  
with School

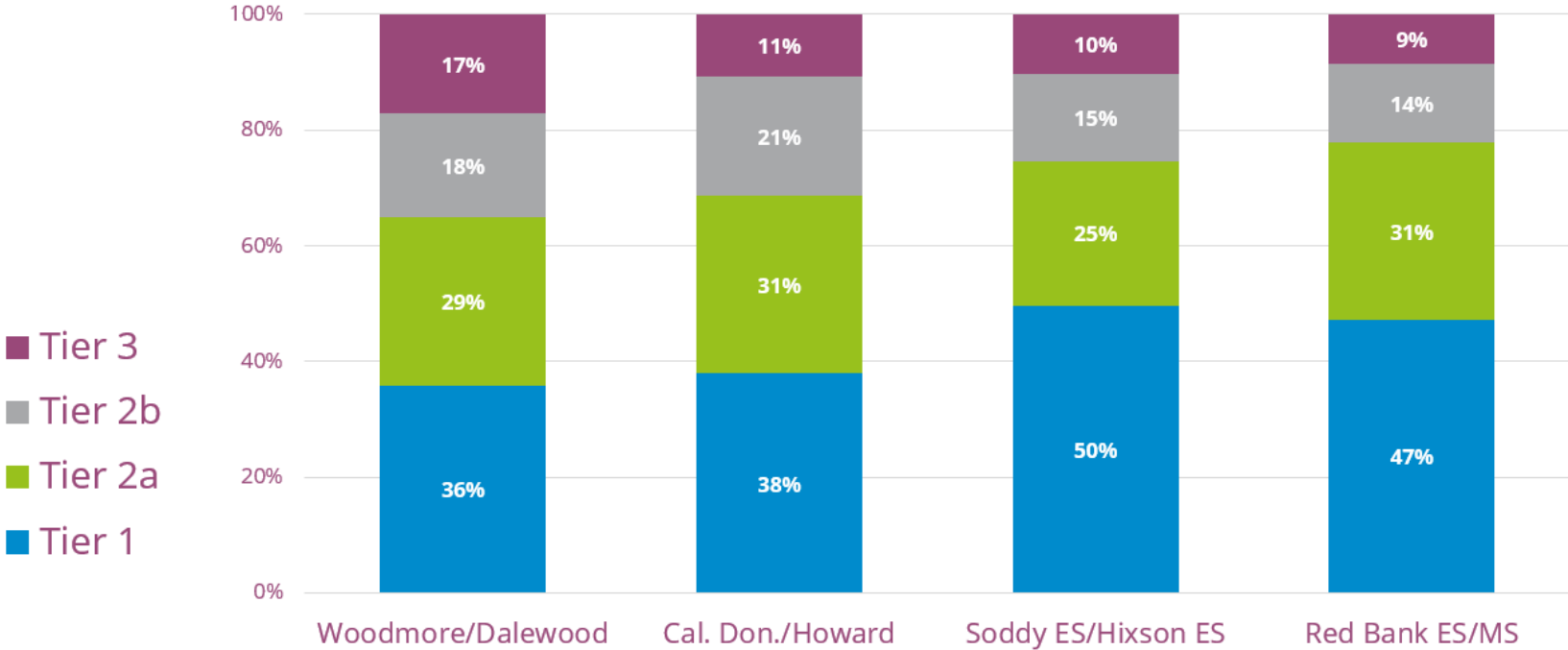




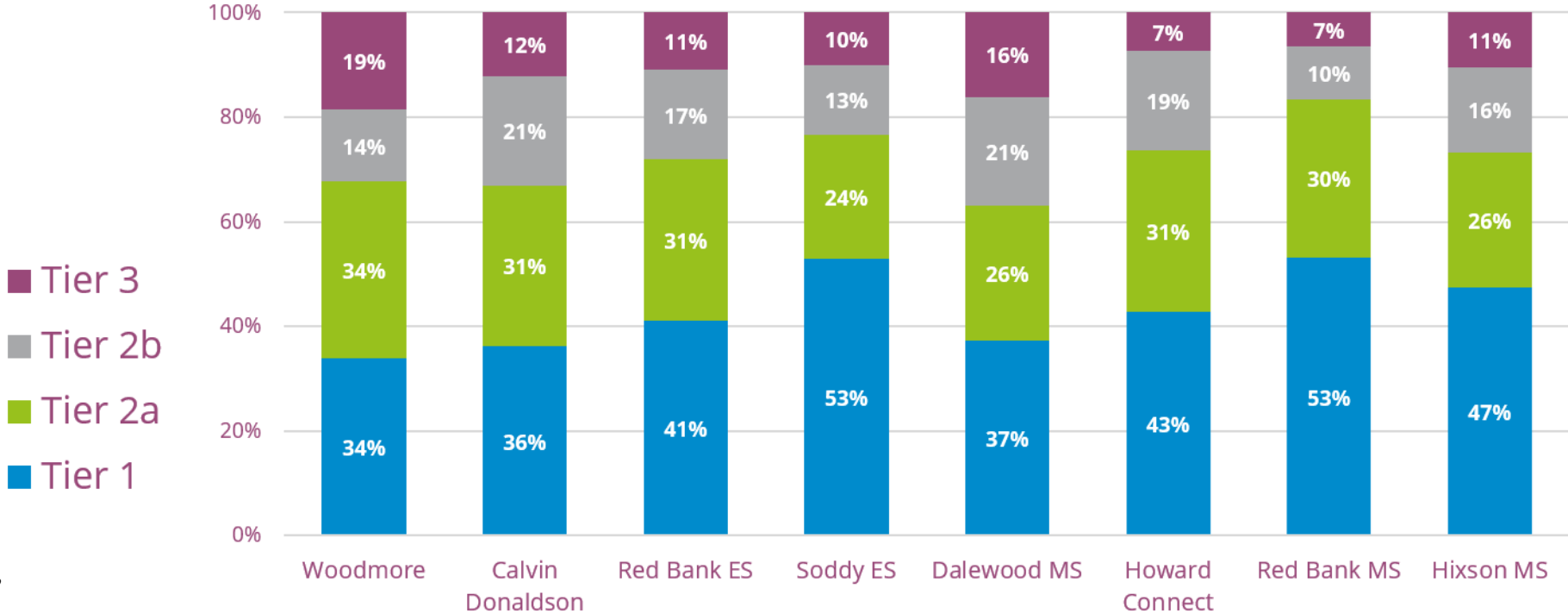
# STUDENT TIERING: Intensity of Need



# STUDENT TIERING: Feeder Schools



# STUDENT TIERING: Individual Schools



## DATA DASHBOARD: Key Performance Indicators

HCDE City Connects Dashboard

Current Enrollment by Grade Level and Special Population

Student Count Numeric

Enrollment Count	Total	Gender		Ethnicity						Econ Dis		LEP		Special Ed		
		Female	Male	African Am.	Asian	Hawaiian	Hispanic	Native Am.	Two or more races	White	No	Yes	No	Yes		
K	311	144	167	112	1		30			27	141	311	299	12	285	26
1	299	152	147	122	4		33			17	123	299	281	18	269	30
2	297	136	161	104	1		33	1		13	145	297	285	12	262	35
3	279	137	142	103	4	1	31	1		13	126	279	263	16	240	39
4	275	135	140	101	6	2	30			10	126	275	256	19	239	36
5	330	160	170	142	4	1	28	1		11	143	330	310	20	281	49
6	662	321	341	287	9	1	79	2		25	259	662	590	72	571	91
7	524	270	254	157	15	1	81	1		24	245	524	465	59	446	78
8	550	263	287	212	17		67	1		27	226	550	489	61	468	82
Total	3,527	1,718	1,809	1,340	61	6	412	7		167	1,534	3,527	3,238	289	3,061	466

Enrollment Count are filtered for Primary Enrollment Records only.

Overview x Assessment Benchmark Chronic Absence Attendance Discipline Quick Search

ASSESSMENT

BENCHMARK

CHRONIC  
ABSENCE

ATTENDANCE

DISCIPLINE

## Attendance



Attendance %	2017-18	2018-19	2019-20
<b>Kindergarten</b>	93.9%	94.1%	94.2%
<b>1ST GRADE</b>	94.6%	94.9%	95.2%
<b>2ND GRADE</b>	95.0%	94.9%	95.1%
<b>3RD GRADE</b>	95.0%	94.8%	95.6%
<b>4TH GRADE</b>	95.0%	94.1%	95.3%
<b>5TH GRADE</b>	95.3%	95.0%	95.1%
<b>6TH GRADE</b>	94.1%	94.5%	95.0%
<b>7TH GRADE</b>	93.7%	93.1%	95.0%
<b>8TH GRADE</b>	93.3%	94.0%	94.2%

Attendance %	2017-18	2018-19	2019-20
<b>Calvin Donaldson Environmental Science Academy</b>	94.2%	94.0%	94.4%
<b>Dalewood Middle School</b>	92.8%	92.8%	92.1%
<b>Hixson Middle School</b>	95.0%	94.9%	95.7%
<b>Red Bank Elementary School</b>	95.6%	94.4%	95.0%
<b>Red Bank Middle School</b>	92.9%	93.3%	95.4%
<b>Soddy Elementary School</b>	94.9%	95.6%	95.8%
<b>Woodmore Elementary School</b>	93.9%	94.6%	95.3%
<b>Howard Connect Academy</b>			94.4%



Calvin Donaldson  
Environmental Academy  
Jessica Morrow

Dalewood Middle School  
Ashley Medley  
Brittany McAdoo

Hixson Middle School  
Nicki Haynes  
Cindi Husk

Howard Connect Academy  
Mario Gonzales

Red Bank Elementary  
School  
Christie Crowe  
Lauren Bruce

Red Bank Middle School  
Katie Honeycutt  
Randall Munn

Smart City Venture  
Fund

Soddy Elementary School  
Lisa Blakely

Woodmore Elementary  
School  
Amanda Mallard

Northside Neighborhood  
House  
On Point

## ACKNOWLEDGEMENTS



# Challenges

- Consistently implementing supports for the whole child
- Insufficient resources (staffing) to support whole child development
- Need more training and professional development for educators and families

# Next Steps

- Build the capacity of educators and families around mental/behavioral health and integrated student supports
- Complete an inventory of community partners
- Establish additional behavior classrooms

# Discussion and Questions



Hamilton County Schools  
Will Be the **Best** School  
District in Tennessee.

VIII. \*\*Approval of the Consent Agenda

A. Approval of the Minutes of the November 21, 2019 Regular Session.

Hamilton County Board of Education – Draft Minutes Not Yet Approved by the Board  
Board Meeting - Regular Session  
November 21, 2019 5:30 PM  
3074 Hickory Valley Road  
Chattanooga, TN 37421

## I. Roll Call

## II. \*\*Approval of the Agenda

## III. Woodmore Elementary - Remembrance

## IV. Executive Session - No

## V. Pledge to the Flag and Meditation - Angie Cass, Principal of Ooltewah High School

## VI. Exemplars of Excellence

A. A. F. Bridges Award Recipients - Dr. Justin Robertson

B. Tennessee Principal of the Year - Stephanie Hinton and Dr. Zac Brown

## VII. Delegations

A. Jeanette Omarkhail, HCEA

**B. Heather Modrow - Request to speak regarding substitutes**

## VIII. Presentations

A. Recognition of Plaque Commemorating Senate Bill No. 26 - Senator Todd Gardenhire

B. Future Ready Update - Great Teachers and Leaders - Keith Fogleman

## IX. \*\*Approval of the Consent Agenda

A. Approval of the Minutes of the October 17, 2019 Regular Session

B. Executive Committee Report

C. Chief Schools Officer - Dr. Justin Robertson

### 1. Field Trips

a. Dr. Larrie Reynolds and Dr. Robert Sharpe - Executive Directors (18)

Pulled from Agenda:

**# 3. Chattanooga School for the Arts and Sciences Upper School** - Ten students enrolled in high school will travel to Madrid, Spain June 6-20, 2020 for language immersion and cultural enrichment.

**# 4. Chattanooga School for the Arts and Sciences Upper School** - Ten students enrolled in high school will travel to Tono, Japan June 18-July 2, 2020 for language immersion and cultural enrichment.

b. Dr. Neelie Parker and Dr. John Tharp - Executive Directors (5)

D. Chief Business Officer - Brent Goldberg

1. Bids/Contracts

2. Financial Reports

3. Budget Amendments

a. Federal Grants and Self-Funded Programs

b. Priority School Principal Incentive

4. Use of Fund Balance Assigned for Technology and Textbooks

5. Tyler Technologies, Inc (Munis ERP) Contract

E. Chief of Staff - Dr. Nakia Towns Edwards

1. Board Policies - Second and Final Reading

a. Board Policy 3.213 - Lead Testing in Drinking Water

X. Administrative Business Matters

A. Director of Maintenance and Operations - Justin Witt

1. \*\*Deed Transfer - Mowbray Mountain Property for Fire Hall

XI. Board Matters

A. \*\*Direct Administration to Issue Request for proposals to provide security services for Hamilton County Schools - Tucker McClendon

XII. Information Only

A. Legal Services Report

XIII. Events/Announcements

A. November 27-29, 2019 - Thanksgiving  
CO Closed November 28-29, 2019

B. December 3, 2019 - Partnership Network  
Meeting - 5:00 p.m.

C. December 6-7, 2019 - Board Retreat  
Chattanooga State

D. December 9, 2019 - Agenda Session and  
Joint Meeting with County Commission

E. December 12, 2019 - Board Meeting  
Quarterly Session

F. December 3, 2019 - Christmas at the Courthouse  
11:00 a.m. - Board Recognition Day

XIV. Adjourn

**Hamilton County Board of Education**  
**Board Meeting - Regular Session**  
November 21, 2019 5:30 PM Board Room  
3074 Hickory Valley  
Road Chattanooga, TN  
37421

**I. Roll Call**

Attendance Taken at 5:36 PM.

Dr. Steve Highlander: Absent  
Mrs. Jenny Hill: Present  
Mrs. Karitsa Jones: Absent  
Mrs. Kathy Lennon: Present  
Mr. Tucker McClendon: Present  
Mrs. Tiffanie Robinson: Absent  
Mr. Joe Smith: Present  
Mrs. Rhonda Thurman: Present  
Mr. Joe Wingate: Present

Dr. Highlander was absent due to illness and Mrs. Jones was absent due to a work commitment.

Also in attendance: Dr. Bryan Johnson, Superintendent  
Jeremiah Taylor Student Board Representative

Mrs. Robinson arrived at 5:46 p.m.

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

**passed:** Approval of the agenda with the following amendments: Under the Consent Agenda Item IX. C.1. Field Trips A. Dr. Larrie Reynolds and Dr. Robert Sharpe - Executive Directors (18) - pull # 3. Chattanooga School for the Arts and Sciences Upper School - Ten students enrolled in high school will travel to Madrid, Spain June 6-20, 2020 for language immersion and cultural enrichment and # 4. Chattanooga School for the Arts and Sciences Upper School - Ten students enrolled in high school will travel to Tono, Japan June 18-July 2, 2020 for language immersion and cultural enrichment.

Add Item XI. Board Matters A. \*\*Direct Administration to Issue Request for security contractors in HCS to cover all schools in Hamilton County that currently do not have a School Resource Officer (SRO) - Tucker McClendon.

Under Events/Announcements add: December 3, 2019 - Christmas at the Courthouse 11:00 a.m. - Board Recognition Day Under Delegates add Heather Modrow to discuss substitute teachers. (Signed up at the meeting) passed with a motion by Mr.

Tucker McClendon and a second by Mrs. Kathy Lennon.

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

Mr. Joe Smith: Yes  
Mrs. Rhonda Thurman: Yes  
Mr. Joe Wingate: Yes  
Yes: 6, No: 0, Absent: 3

### **III. Woodmore Elementary - Remembrance**

### **IV. Executive Session - No**

### **V. Pledge to the Flag and Meditation - Angie Cass, Principal of Ooltewah High School**

### **VI. Exemplars of Excellence**

- A. A. F. Bridges Award Recipients - Dr. Justin Robertson
- B. Tennessee Principal of the Year - Stephanie Hinton and Dr. Zac Brown

### **VII. Delegations**

- A. Jeanette Omarkhail, HCEA
- B. Heather Modrow - Request to speak regarding substitutes

### **VIII. Presentations**

- A. Recognition of Plaque Commemorating Senate Bill No. 26 - Senator Todd Gardenhire
- B. Future Ready Update - Great Teachers and Leaders - Keith Fogleman

### **IX. \*\*Approval of the Consent Agenda**

**Passed:** Approval of the Consent Agenda passed with a motion by Mrs. Tiffanie Robinson and a second by Mrs. Kathy Lennon.

Dr. Steve Highlander: Absent  
Mrs. Karitsa Jones: Absent  
Mrs. Jenny Hill: Yes  
Mrs. Kathy Lennon: Yes  
Mr. Tucker McClendon: Yes  
Mrs. Tiffanie Robinson: Yes  
Mr. Joe Smith: Yes  
Mrs. Rhonda Thurman: Yes  
Mr. Joe Wingate: Yes  
Yes: 7, No: 0, Absent: 2

- A. Approval of the Minutes of the October 17, 2019 Regular Session
- B. Executive Committee Report
- C. Chief Schools Officer - Dr. Justin Robertson
  - 1. Field Trips

a. Dr. Larrie Reynolds and Dr. Robert Sharpe - Executive Directors (18)

**Pulled from Agenda:**

**# 3. Chattanooga School for the Arts and Sciences Upper School - Ten students enrolled in high school will travel to Madrid, Spain June 6-20, 2020 for language immersion and cultural enrichment.**

**# 4. Chattanooga School for the Arts and Sciences Upper School** - Ten students enrolled in high school will travel to Tono, Japan June 18-July 2, 2020 for language immersion and cultural enrichment.

b. Dr. Neelie Parker and Dr. John Tharp - Executive Directors (5)

D. Chief Business Officer - Brent Goldberg

1. Bids/Contracts

- A. Requesting approval of Lease Agreements and Security Charges for Graduation 2020
  - B. Recommended approval of Interlocal Agreement between Hamilton County, Tennessee and Hamilton County Department of Education for fuel services.
  - C. Requesting approval to purchase World Language Textbooks from EMC Publishing.
  - D. Recommended approval of district wide multi-functional copier/scanner/printer lease and service contract with Beeler Impression Products. (RFP File 20-10)
  - E. Requesting approval to purchase Choral Music Texts from McGraw-Hill.
2. Bids procured by the Purchasing Department, in all cases, low bids meeting specifications are recommended.

2. Financial Reports

3. Budget Amendments

a. Federal Grants and Self-Funded Programs

The Federal Programs budget is amended by items #1 – 5. Items #1-4 consist of carryover and current year awards. Item #5 is a current year award.

The State Programs budget is amended by item #6. Item #6 consists of carryover from the prior year award.

The Self-Funded Programs budget is amended by item #7 and consists of grants awarded by non-federal agencies and designed for a specific purpose. Item #7 consists of carryover and current year contributions.

- 1. Title I, Improving Basic Programs Grant, with transfers between line items
- 2. Title II, Part A Teacher and Principal Training and Recruiting Grant, with transfers between line items and a net increase of \$642,869
- 3. Title IV Part A, Student Support and Academic Enrichments Grant, with transfers between line items and a net increase of \$238,820
- 4. School Improvement Grant, with transfers between line items and a net increase of \$413,431
- 5. Adaptive Technology Grant, with transfers between line items
- 6. Priority School State Grant, totaling \$393,367
- 7. Nursing Services with a net increase of \$22,000

b. Priority School Principal Incentive

4. Use of Fund Balance Assigned for Technology and Textbooks

5. Tyler Technologies, Inc (Munis ERP) Contract

E. Chief of Staff - Dr. Nakia Towns Edwards

1. Board Policies - Second and Final Reading

a. Board Policy 3.213 - Lead Testing in Drinking Water

## **X. Administrative Business Matters**

A. Director of Maintenance and Operations - Justin Witt

1. **\*\*Deed Transfer - Mowbray Mountain Property for Fire Hall**

**passed:** Approval of the Deed Transfer - Mowbray Mountain Property for a Fire Hall passed with a motion by Mrs. Rhonda Thurman and a second by Mr. Tucker McClendon.

Dr. Steve Highlander: Absent

Mrs. Karitsa Jones: Absent

Mrs. Jenny Hill: Yes

Mrs. Kathy Lennon: Yes

Mr. Tucker McClendon: Yes

Mrs. Tiffanie Robinson: Yes

Mr. Joe Smith: Yes

Mrs. Rhonda Thurman: Yes

Mr. Joe Wingate: Yes

Yes: 7, No: 0, Absent: 2

## **XI. Board Matters**

A. **\*\*Direct Administration to Issue Request for proposals to provide security services for Hamilton County Schools - Tucker McClendon**

**Failed:** Approval of a motion to table the request for a proposal to provide security services to Hamilton County Schools Failed with a motion by Mrs. Jenny Hill and a second by Mrs. Rhonda Thurman.

Dr. Steve Highlander: Absent

Mrs. Karitsa Jones: Absent

Mr. Tucker McClendon: No

Mr. Joe Smith: No

Mr. Joe Wingate: No

Mrs. Jenny Hill: Yes

Mrs. Kathy Lennon: Yes

Mrs. Tiffanie Robinson: Yes

Mrs. Rhonda Thurman: Yes

Yes: 4, No: 3, Absent: 2

Mrs. Jenny Hill: Yes, Mrs. Kathy Lennon: Yes, Mrs. Tiffanie Robinson: Yes, Mrs. Rhonda Thurman: Yes

**Failed:** Approval to direct the administration to request a proposal to provide security

services for Hamilton County Schools Failed with a motion by Mr. Tucker McClendon and a second by Mrs. Kathy Lennon.

Dr. Steve Highlander: Absent

Mrs. Karitsa Jones: Absent

Mrs. Jenny Hill: No

Mrs. Kathy Lennon: No

Mrs. Tiffanie Robinson: No

Mrs. Rhonda Thurman: No

Mr. Tucker McClendon: Yes

Mr. Joe Smith: Yes

Mr. Joe Wingate: Yes

Yes: 3, No: 4, Absent: 2

Mr. Tucker McClendon: Yes, Mr. Joe Smith: Yes, Mr. Joe Wingate: Yes

## **XII. Information Only**

A. Legal Services Report

## **XIII. Events/Announcements**

A. November 27-29, 2019 - Thanksgiving  
CO Closed November 28-29, 2019

B. December 3, 2019 - Partnership Network  
Meeting - 5:00 p.m.

C. December 6-7, 2019 - Board Retreat  
Chattanooga State

D. December 9, 2019 - Agenda Session and  
Joint Meeting with County Commission

E. December 12, 2019 - Board Meeting  
Quarterly Session

F. December 3, 2019 - Christmas at the Courthouse  
11:00 a.m. - Board Recognition Day

**XIV. Adjourn - The meeting was adjourned at 7:25 p.m.**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

## B. Executive Committee Report

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

**MEMORANDUM**

TO: Hamilton County Board of Education

FROM: Sherrie Ford

DATE: December 12, 2019

RE: Executive Committee Report

The Executive Committee of the Board may act on behalf of the full Board during the time between Board meetings. The Executive Committee items submitted to me for the agenda packet for the period of November 21, 2019 through December 12, 2019 are included. These items include previously approved field trips indicated by an asterisk and various early/emergency approvals presented for ratification.

C. Chief Schools Officer - Dr. Justin Robertson

1. Field Trips

a. Dr. Larrie Reynolds and Dr. Robert Sharpe - Executive Directors (2)

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

**MEMORANDUM**

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

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

**DATE:** December 12, 2019

**RE:** Overnight Field Trips

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

- # 1. **Chattanooga High Center for Creative Arts** – Twenty students enrolled in music will travel to Gatlinburg, Tennessee February 6-8, 2020 to attend the ETSBOA All East Senior Clinic.
- # 2. **East Hamilton School** – Ninety students enrolled in band and choir will travel to Lake Buena Vista, Florida April 2-6, 2020 to attend the Walt Disney World Performance Workshop.

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

**HAMILTON COUNTY SCHOOLS**  
Request for Field Trip Approval

Day  Overnight (Must go to Board for Approval) Today's Date: 11/19/19

Career/Tech  Exceptional Ed  Learning Community  Opportunity Zone  PreK

School Center for Creative Arts Grade/Group/Team Instrumental Grades 9-12

Departure Date/Time Feb. 6, 2020: 9 am Return Date/Time Feb. 8, 2020: 7 pm

Event/Venue ETSBOA All East Senior Clinic, Courtyard Marriott Address 315 Historic Nature Trail, Gatlinburg, TN 37738

Instructional value ETSBOA All East Senior Clinic, Rehearsals and performances

Evaluation Participation and post-discussion

Fee Requested \$ 130 How Acquired? Collected from students

Total # of Students 20 Total # of Staff 2 Total # of Chaperones 2 Nurse Required:  Yes  No

Number of subs needed 2 Funding source for subs HCDE

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

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

County School Bus  Cost \$ \_\_\_\_\_ Handicap Accessible Bus  Cost \$ \_\_\_\_\_  
 Charter Bus (Board Approved)  D and J Bus Service Cost \$ 20 per student  
 Cars  List Driver(s) Jennifer Hamilton, Angie Russell, Cost \$ 0

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

List Chaperones:

Staff: Jessica Peck, Aaron Moore

Chaperones: Jennifer Hamilton, Angie Russell (will drive students up, will not stay); Individual parents responsible for transport home from event

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

**\*Overnight Field Trips**

- \*Number of students not attending for economic reasons 0
- \*Number of trips this group expects to take which will require funds 1
- \*Estimated cost to parent support groups for this trip \$ 0
- \*Projects students have undertaken to secure funds 0
- \*Co-ed trips require co-ed chaperones. Have you complied?  Yes
- \*Travel itinerary attached with name/address of accommodations  Yes

Teacher's Signature: <u>[Signature]</u>	Date: <u>11/19/19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>11.21.19</u>
Director's Signature: <u>[Signature]</u>	Date: <u>11/25/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

HCS School Leadership  
Received 11/25/19

## HAMILTON COUNTY SCHOOLS Request for Field Trip Approval

Day  **Overnight** (Must go to Board for Approval) Today's Date: 11/6/19

Career/Tech.  Exceptional Ed  **Learning Community**  Opportunity Zone  PreK  
School East Hamilton School Grade/Group/Team 9-12 Band/Choir

Departure Date/Time April 2, 2020 @2:30pm Return Date/Time April 6, 2020 @7am

Event/Venue Walt Disney World Performance Workshop Address 1180 Seven Seas Dr, Lake Buena Vista, FL 32830

Instructional value Students will participate in a session in film scoring where they will record music for a Disney movie

Evaluation through recorded performance and student reflections

Fee Requested \$ 800 How Acquired? student paid through school bookkeeper

Total # of Students 90 Total # of Staff 4 Total # of Chaperones 2 Nurse Required:  Yes  No

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

- Total # of Students with 504 Plan 4 Modifications Needed none
- Total # of Students with Disabilities 0 Modifications Needed none

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

County School Bus  Cost \$ \_\_\_\_\_ Handicap Accessible Bus  Cost \$ \_\_\_\_\_

Charter Bus (Board Approved)  Royal Charter and Tour Inc. Cost \$ included

Cars  List Driver(s) \_\_\_\_\_ Cost \$ \_\_\_\_\_

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

**List Chaperones:**

Staff: Lucynda Holmes, Molly Epperson, Alex Ford, Julie Smith

Chaperones: Cindy Newman (HCDE-Spring Creek Elem.), Tiffany Edwards (HCDE- Wallace A. Smith Elem.)

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

**\*Overnight Field Trips**

\*Number of students not attending for economic reasons 0

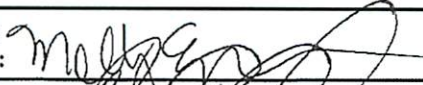


\*Number of trips this group expects to take which will require funds 1

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

\*Projects students have undertaken to secure funds various fundraisers

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

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

Teacher's Signature: 	Date: <u>11/7/19</u>
Principal's Signature: 	Date: <u>11/21/19</u>
Director's Signature: 	Date: <u>11-15-19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

**HCS School Leadership  
Received 11/14/19**

b. Dr. Neelie Parker and Dr. John Tharp - Executive Directors (6)

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

**MEMORANDUM**

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

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

**DATE:** December 12, 2019

**RE:** Overnight Field Trips

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

- # 1. **Hixson High School** – Fourteen members of the Wrestling Team will travel to Cleveland, TN December 20-21, 2019 to compete in the Bradley Invitational Wrestling Tournament.
- #2. **Hixson High School**– Twenty members of the Wrestling Team will travel to Madison, AL January 3-4, 2020 to compete in the James Clemens Tournament.
- #3. **Hixson High School** – Sixteen members of the Wrestling Team will travel to Greeneville, TN January 17-18, 2020 to compete in the Greeneville Wrestling Tournament.
- #4. **Hixson High School** – Twenty-five members of the Wrestling Team will travel to Columbia, TN February 6-8, 2020 to compete in the TSSAA State Duals Wrestling Tournament.
- #5. **Hixson High School** – Eighteen members of the Wrestling Team will travel to Columbia, TN February 20-22, 2020 to compete in the TSSAA State Traditional Wrestling Tournament.
- #6.\* **Hixson High School** – Twenty members of the Wrestling Team traveled to Kingsport, TN December 6-7, 2019 and competed in the Doby's Bennett Indian Classic Wrestling Tournament.

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

**HAMILTON COUNTY SCHOOLS  
Request for Field Trip Approval**

Day  ~~Overnight (Must go to Board for Approval)~~ Today's Date: 11/22/19

Career/Tech.  Exceptional Ed  Learning Community  Opportunity Zone  PreK  
School Hixson High School Grade/Group/Team Wrestling 9-12

Departure Date/Time 12/20/19, 2:30 p.m. Return Date/Time 12/21/19, ~9:00 p.m.

Event/Venue Bradley Invitational Wrestling Tourney Address 1000 S. Lee Hwy, Cleveland, TN 37311

Instructional value Athletic competition

Evaluation medals

Fee Requested \$ 0 How Acquired? \_\_\_\_\_

Total # of Students 14 Total # of Staff 3 Total # of Chaperones 1 Nurse Required:  Yes  No

Number of subs needed 0 Funding source for subs \_\_\_\_\_

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

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

County School Bus  Cost \$ \_\_\_\_\_ Handicap Accessible Bus  Cost \$ \_\_\_\_\_

Charter Bus (Board Approved)  \_\_\_\_\_ Cost \$ \_\_\_\_\_

Cars  List Driver(s) Garrick Hall, Ulric Winesburgh, Jonathan Durham, Christian Varner Cost \$ \_\_\_\_\_

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

**List Chaperones:**

Staff: Garrick Hall, Ulric Winesburgh, Jonathan Durham

Chaperones: Christian Varner

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

**~~Overnight Field Trips~~**

Number of students not attending for economic reasons 0

Number of trips this group expects to take which will require funds 7

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

Projects students have undertaken to secure funds \_\_\_\_\_

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

Travel itinerary attached with name/address of accommodations  Yes

Teacher's Signature: <u><i>Garrick Hall</i></u>	Date: <u>11/25/19</u>
Principal's Signature: <u><i>[Signature]</i></u>	Date: <u>11/23/19</u>
Director's Signature: <u><i>Nellie Parer</i></u>	Date: <u>11/25/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

**received**  
11/25/19

**HAMILTON COUNTY SCHOOLS  
Request for Field Trip Approval**

Day  ~~Overnight (Must go to Board for Approval)~~ Today's Date: 11-25-2019

Career/Tech.  Exceptional Ed  Learning Community  Opportunity Zone  PreK  
School Hixson High Grade/Group/Team Wrestling

Departure Date/Time Friday, 1/3/20, 4:00 p.m. est Return Date/Time Saturday, 1/4/20 - ~10:00 p.m. est

Event/Venue James Clemens Tournament Address Madison, AL 35758

Instructional value Athletic Event

Evaluation medals

Fee Requested \$ 0 How Acquired? \_\_\_\_\_

Total # of Students 20 Total # of Staff 3 Total # of Chaperones 1 Nurse Required:  Yes  No

Number of subs needed 0 Funding source for subs NA

- Total # of Students with 504 Plan \_\_\_\_\_ Modifications Needed \_\_\_\_\_
- Total # of Students with Disabilities \_\_\_\_\_ Modifications Needed \_\_\_\_\_

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

County School Bus  Cost \$ \_\_\_\_\_ Handicap Accessible Bus  Cost \$ \_\_\_\_\_

Charter Bus (Board Approved)  \_\_\_\_\_ Cost \$ \_\_\_\_\_

Cars  List Driver(s) Garrick Hall, Ulric Winesburgh, Christian Varner, Jonathan Durham Cost \$ \_\_\_\_\_

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

**List Chaperones:**

Staff: Garrick Hall, Ulric Winesburgh, Jonathan Durham

Chaperones: Christian Varner

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

**~~Overnight Field Trips~~**

Number of students not attending for economic reasons 0

Number of trips this group expects to take which will require funds 7

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

Projects students have undertaken to secure funds Fundraisers

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

Travel itinerary attached with name/address of accommodations  Yes

Teacher's Signature: <u>Garrick Hall</u>	Date: <u>11-25-19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>11/25/19</u>
Director's Signature: <u>Neelie Parkin</u>	Date: <u>11/25/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

**received**  
11/25/19

**HAMILTON COUNTY SCHOOLS  
Request for Field Trip Approval**

Day  ~~Overnight (Must go to Board for Approval)~~

Today's Date: 11-25-2019

Career/Tech.  Exceptional Ed  Learning Community  Opportunity Zone  PreK

School Hixson High

Grade/Group/Team Wrestling

Departure Date/Time 1-17-2020 4:30 p.m.

Return Date/Time 1-18-2020 10:00 p.m.

Event/Venue Greeneville Tournament

Address 3160 E Andrew Johnson Hwy, Greeneville, TN 37745

Instructional value Wrestling tournament

Evaluation placers

Fee Requested \$ 0 How Acquired? \_\_\_\_\_

Total # of Students 16 Total # of Staff 3 Total # of Chaperones 1 Nurse Required:  Yes  No

Number of subs needed 0 Funding source for subs NA

- Total # of Students with 504 Plan \_\_\_\_\_ Modifications Needed \_\_\_\_\_
- Total # of Students with Disabilities \_\_\_\_\_ Modifications Needed \_\_\_\_\_

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

County School Bus  Cost \$ \_\_\_\_\_ Handicap Accessible Bus  Cost \$ \_\_\_\_\_

Charter Bus (Board Approved)  Cost \$ \_\_\_\_\_

Cars  List Driver(s) Garrick Hall, Ulric Winesburgh, Jonathan Durham, Christian Varner Cost \$ \_\_\_\_\_

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

**List Chaperones:**

Staff: Garrick Hall, Ulric Winesburgh, Jonathan Durham

Chaperones: Christian Varner

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

**~~Overnight Field Trips~~**

Number of students not attending for economic reasons 0

Number of trips this group expects to take which will require funds 7

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

Projects students have undertaken to secure funds fundraisers

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

Travel itinerary attached with name/address of accommodations  Yes

Teacher's Signature: <u>Garrick Hall</u>	Date: <u>11/25/19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>11/25/19</u>
Director's Signature: <u>Nellie Parker</u>	Date: <u>11/25/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

**received**  
11/25/19

**HAMILTON COUNTY SCHOOLS  
Request for Field Trip Approval**

Day  ~~Overnight (Must go to Board for Approval)~~

Today's Date: 11-25-2019

Career/Tech.  Exceptional Ed  Learning Community  Opportunity Zone  PreK

School Hixson High

Grade/Group/Team Wrestling

Departure Date/Time 2/6/2020, 3 pm/Mat cats 2/7/20 11:00 am

Return Date/Time 2/8/2020 - approximately 11:30 pm

Event/Venue TSSAA State Duals

Address 1605 Harley Davidson Blvd, Columbia, TN 38401

Instructional value State wrestling tournament

Evaluation Medals

Fee Requested \$ 0 How Acquired? \_\_\_\_\_

Total # of Students 25 Total # of Staff 4 Total # of Chaperones 1 Nurse Required:  Yes  No

Number of subs needed 4 Funding source for subs HCDE general sub account

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

Modifications Needed \_\_\_\_\_  
Modifications Needed \_\_\_\_\_

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

County School Bus  Cost \$ \_\_\_\_\_ Handicap Accessible Bus  Cost \$ \_\_\_\_\_

Charter Bus (Board Approved)  Cost \$ \_\_\_\_\_

Cars  List Driver(s) Garrick Hall, Ulric Winesburgh, Jonathan Durham, Kristie McElhane Cost \$ \_\_\_\_\_

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

**List Chaperones:**

Staff: Garrick Hall, Ulric Winesburgh, Jonathan Durham, Kristie McElhane

Chaperones: Christian Varner

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

**~~Overnight Field Trips~~**

Number of students not attending for economic reasons 0

Number of trips this group expects to take which will require funds 7

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

Projects students have undertaken to secure funds Fundraising

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

Travel itinerary attached with name/address of accommodations  Yes

Teacher's Signature: <u>[Signature]</u>	Date: <u>11-25-19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>11/23/19</u>
Director's Signature: <u>Neelie Parker</u>	Date: <u>11/25/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

**received**  
11/25/19

**HAMILTON COUNTY SCHOOLS  
Request for Field Trip Approval**

Day  ~~Overnight (Must go to Board for Approval)~~

Today's Date: 11-25-2019

Career/Tech.  Exceptional Ed  Learning Community  Opportunity Zone  PreK  
School Hixson High Grade/Group/Team Wrestling

Departure Date/Time 2/20/20, 3 p.m. /mat cats 2/21/20 11 a.m. Return Date/Time 2/22/2020 -- 11:30 p.m.

Event/Venue TSSAA State Traditional Address 1605 Harley Davidson Blvd, Columbia, TN 38401

Instructional value State wrestling tournament

Evaluation Medals

Fee Requested \$ 0 How Acquired? \_\_\_\_\_

Total # of Students 18 Total # of Staff 4 Total # of Chaperones 1 Nurse Required:  Yes  No

Number of subs needed 4 Funding source for subs HCDE general sub account

- Total # of Students with 504 Plan \_\_\_\_\_
- Total # of Students with Disabilities \_\_\_\_\_

Modifications Needed \_\_\_\_\_  
Modifications Needed \_\_\_\_\_

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

County School Bus  Cost \$ \_\_\_\_\_ Handicap Accessible Bus  Cost \$ \_\_\_\_\_

Charter Bus (Board Approved)  Cost \$ \_\_\_\_\_

Cars  List Driver(s) Garrick Hall, Ulric Winesburgh, Jonathan Durham, Kristie McElhaney Cost \$ \_\_\_\_\_

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

**List Chaperones:**

Staff: Garrick Hall, Ulric Winesburgh, Jonathan Durham, Kristie McElhaney

Chaperones: Christian Varnier

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

**~~Overnight Field Trips~~**

Number of students not attending for economic reasons 0

Number of trips this group expects to take which will require funds 7

Estimated cost to parent support groups for this trip \$ 1300

Projects students have undertaken to secure funds Fundraising

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

Travel itinerary attached with name/address of accommodations  Yes

Teacher's Signature: <u>Mark Kell</u>	Date: <u>11-25-19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>11/25/19</u>
Director's Signature: <u>Neelie Parker</u>	Date: <u>11/25/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

**received**  
11/25/19



Hamilton County Schools  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Hixson High School

Date: 11/22/19 Trip Dates: 12/6-7/19

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

We believed that we had submitted this paperwork, but discovered today that we had no record of submission.

  
Principal Signature

11/22/19  
Date

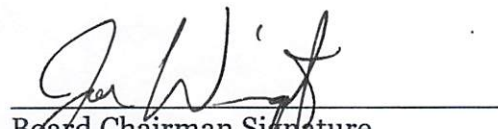
  
Chief Schools Officer

11/25/19  
Date

**APPROVED:**

  
Superintendent Signature

11/26/19  
Date

  
Board Chairman Signature

11/27/19  
Date



**HAMILTON COUNTY SCHOOLS  
Request for Field Trip Approval**

Day  **Overnight** (Must go to Board for Approval) Today's Date: 11-22-2019

Career/Tech.  Exceptional Ed  Learning Community  Opportunity Zone  PreK

School Hixson High Grade/Group/Team 9-12

Departure Date/Time 12-6-19 8:00 Am Return Date/Time 12-7-19 10:00pm

Event/Venue Indian classic Address 3005 Bay Meadow Place, Kingsport, TN

Instructional value wrestling tournament

Evaluation placers

Fee Requested \$ 0 How Acquired? \_\_\_\_\_

Total # of Students 20 Total # of Staff 3 Total # of Chaperones 1 Nurse Required:  Yes  No

Number of subs needed 3 Funding source for subs wrestling

- Total # of Students with 504 Plan \_\_\_\_\_ Modifications Needed \_\_\_\_\_
- Total # of Students with Disabilities \_\_\_\_\_ Modifications Needed \_\_\_\_\_

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

County School Bus  Cost \$ \_\_\_\_\_ Handicap Accessible Bus  Cost \$ \_\_\_\_\_

Charter Bus (Board Approved)  \_\_\_\_\_ Cost \$ \_\_\_\_\_

Cars  List Driver(s) Garrick Hall, Jonathan Durham, Ulric Winesburgh, Christian Varner Cost \$ 0

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

**List Chaperones:**

Staff: Garrick hall, Jonathan Durham, Ulric Winesburgh

Chaperones: Christian Varner

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

**\*Overnight Field Trips**

- \*Number of students not attending for economic reasons 0
- \*Number of trips this group expects to take which will require funds 7
- \*Estimated cost to parent support groups for this trip \$ 1000
- \*Projects students have undertaken to secure funds fundraisers
- \*Co-ed trips require co-ed chaperones. Have you complied?  Yes
- \*Travel itinerary attached with name/address of accommodations  Yes

Teacher's Signature: <u>Garrick Hall</u>	Date: <u>11-22-19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>11/22/19</u>
Director's Signature: <u>Neelie Parker</u>	Date: <u>11/25/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

c. John Maynard, Director of College, and Career and Technical Education (3)

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

**MEMORANDUM**

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

**FROM:** John Maynard-Director of College, Career, & Technical Education

**DATE:** December 12, 2019

**RE:** Overnight Field Trip (s)

This is to request Board approval of the following overnight field trip (s):

- # 1. **East Hamilton School**- Fifteen students to compete in the Virtual Enterprise Youth Business Summit April 20-24, 2020 in Brooklyn, New York.
- # 2. **Hixson High School**-Ten FFA students to visit Disney's Animal Kingdom April 1-4, 2020 in Orlando, Florida.
- #3. **Hixson High School**-Five FFA students to compete in the Vet CDE competition at UT Martin Campus, May 1-2, 2020.

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



HAMILTON COUNTY SCHOOLS

Request for Field Trip Approval

Day  Overnight (Must go to Board for Approval)

Today's Date: 11/20/19

Career/Tech.  Exceptional Ed  Learning Community  Opportunity Zone  PreK

School East Hamilton High School

Grade/Group/Team Virtual Enterprise

Departure Date/Time April 20, 2020 7:30 am

Return Date/Time April 24, 2020 5:00 pm

Event/Venue VE Youth Business Summit

Address Microsoft Technology Center/Brooklyn Cruise Terminal NY

Instructional value International VE competition--we have won our way into events--business plan, marketing, finance, HR

Evaluation Judges Rubric

Fee Requested \$ 1700 How Acquired? Hurricane Joe's, student contribution

Total # of Students 15 Total # of Staff 2 Total # of Chaperones 2 Nurse Required:  Yes  No

Number of subs needed 2 Funding source for subs CTE

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

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

County School Bus  Cost \$ Handicap Accessible Bus  Cost \$

Charter Bus (Board Approved)  Cost \$

Cars  List Driver(s) Delta Airlines Cost \$

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

List Chaperones:

Staff: Jody Crim and Neil Hamilton

Chaperones:

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

\*Overnight Field Trips

\*Number of students not attending for economic reasons 0

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

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

\*Projects students have undertaken to secure funds Hurricane Joe's

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

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

Table with 2 columns: Signature and Date. Rows for Teacher's, Principal's, and Director's signatures and dates.

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

**HAMILTON COUNTY SCHOOLS  
Request for Field Trip Approval**

Day  **Overnight** (Must go to Board for Approval) Today's Date: 11/21/19

Career/Tech.  Exceptional Ed  Learning Community  Opportunity Zone  PreK  
School Hixson High School Grade/Group/Team Animal Science FFA Students

Departure Date/Time April 1, 2020 7 00 am Return Date/Time April 4, 2020 9 00pm

Event/Venue Disney's Animal Kingdom Address Orlando, FL

Instructional value Animal Science students are exposed to and educated on exotic animals around the world

Evaluation Students will be expected to engage in educational oppurtunities regarding animals species around the world

Fee Requested \$ 250 How Acquired? Fundraising and out of pocket

Total # of Students 10 Total # of Staff 3 Total # of Chaperones 1 Nurse Required:  Yes  No

Number of subs needed 1 Funding source for subs CTE

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

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

County School Bus  Cost \$ \_\_\_\_\_ Handicap Accessible Bus  Cost \$ \_\_\_\_\_

Charter Bus (Board Approved)  \_\_\_\_\_ Cost \$ \_\_\_\_\_

Cars  List Driver(s) Ivette Paz, Wendy Warren, Jennifer Black Cost \$ \_\_\_\_\_

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

**List Chaperones:**

Staff: Ivette Paz, Wendy Warren, Jennifer Black

Chaperones: Samuel Everette

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

**\*Overnight Field Trips**

\*Number of students not attending for economic reasons 0




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

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

\*Projects students have undertaken to secure funds Dog Wash Fundraiser

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

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

Teacher's Signature: 	Date: <u>11-21-19</u>
Principal's Signature: 	Date: <u>11/22/19</u>
Director's Signature: 	Date: <u>11/25/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

**HAMILTON COUNTY SCHOOLS  
Request for Field Trip Approval**

Day  **Overnight** (Must go to Board for Approval) Today's Date: 11/21/19

Career/Tech.  Exceptional Ed  Learning Community  Opportunity Zone  PreK  
School Hixson High School Grade/Group/Team Animal Science FFA Students

Departure Date/Time May 1, 2020 8 00 am Return Date/Time May 2, 2020 10 00pm

Event/Venue Vet CDE Competition Address UT-Martin Campus

Instructional value Vet Science knowledge and skills are applied and put to the test

Evaluation Students will place against other schools

Fee Requested \$ 0 How Acquired? N/A

Total # of Students 5 Total # of Staff 2 Total # of Chaperones 0 Nurse Required:  Yes  No

Number of subs needed 1 Funding source for subs CTE

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

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

County School Bus  Cost \$ \_\_\_\_\_ Handicap Accessible Bus  Cost \$ \_\_\_\_\_

Charter Bus (Board Approved)  Cost \$ \_\_\_\_\_

Cars  List Driver(s) Ivette Paz, Lee Friedlander Cost \$ \_\_\_\_\_

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

**List Chaperones:**

Staff: Ivette Paz, Lee Friedlander

Chaperones: N/A

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

**\*Overnight Field Trips**

\*Number of students not attending for economic reasons 0




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

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

\*Projects students have undertaken to secure funds N/A

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

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

Teacher's Signature: 	Date: <u>11-21-19</u>
Principal's Signature: 	Date: <u>11/22/19</u>
Director's Signature: 	Date: <u>11/25/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

## 2. Funding Increase - Contractual Services of Dr. B.J. Worthington

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

**MEMORANDUM:**

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

From: Dr. Justin Robertson, Chief Schools Officer

Date: December 12, 2019

Subject: **B.J. Worthington**

We are respectfully requesting approval to spend up to \$60,000.00 for contractual services of Dr. BJ Worthington.

Multiple schools will join in his work to provide quality professional development to improve school and district leadership.

Funding will be provided by the General Purpose budget, Federal Programs budget, and/or school operating budgets.

Thank you.

D. Chief Business Officer - Brent Goldberg

1. Bids/Contracts

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

**MEMORANDUM**

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

**FROM:** Brent Goldberg, Chief Business Officer  
Kevin Bartenfield, Director of Purchasing

**DATE:** December 12, 2019

**RE:** Bids/Contracts

1. Attached for your approval are bids/contracts for the following:
  - A. Requesting approval to purchase Z-Space 3D Computers.
  - B. Requesting approval of Contract with Chattanooga State for Grant funded Apprenticeship Coordinator
2. Ratification of Emergency/Early approval to use Siren Safe Transportation, LLC for an additional transportation resource.
3. Recommend approval as presented.

BG:de

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

**MEMORANDUM**

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

**FROM:** John Maynard-Director of College, Career, & Technical Education

**DATE:** December 12<sup>th</sup> 2019

**RE:** Purchase of (10) ten Z-Space 3D computers

This is to request Board approval of the following:

Purchase 10 computers from Z-Space for the following CTE school programs:

- (2) Howard High-Health Science
- (2) Tyner Academy-Health Science
- (2) Hixson High-Health Science
- (4) Harrison Bay FRI-Mechatronics

Purchase price is a total of \$42,437.00 and will be purchased with Perkins Grant funds.  
Total includes on-site PD to train end users and on-site technical services.  
Sole source letter and quotations attached.

Thank you for your consideration of this request.



November 20, 2019

Hamilton County Schools  
3074 Hickory Valley Rd.  
Chattanooga, TN 37421  
Hoover, AL 35244

RE: Sole Source

This letter provides confirmation that zSpace, Inc. is currently the sole source for the development, manufacturing, and licensing of the zSpace® Augmented Reality / Mixed Media Educational products, including hardware and software. In addition, zSpace is the single source provider of training and professional development services developed specifically by zSpace for its products.

In addition, zSpace has a refurbished product program ("Refurbished zSpace® 300 Program") offered only by direct purchase from zSpace. The products for Hamilton County Schools, as described in quote Q-10386, are units from the Refurbished zSpace® 300 Program.

As a result of our investment in innovation (methodology, principles and processes, techniques, documentation and educational programs) we have created a portfolio of intellectual property rights that include:

- Patented Technology
- Trademarks
- Copyrights

zSpace, Inc. is the only organization in the world with the unique technical competence, expertise, experience and proprietary technology that is responsible for delivering the zSpace® Augmented Reality / Mixed Media Education Solution family of products.

A handwritten signature in black ink, appearing to read 'Ron Rheinheimer', with a horizontal line underneath.

Ron Rheinheimer

Executive Vice President

Cc: Greg Johnson, zSpace - Regional Director  
Contracts, zSpace



**Quote #:** Q-10519  
**Created On:** 11/21/2019  
**Quote Expires On:** 12/20/2019  
**Expected Start Date:** 12/30/2019  
**Term(Month):** 12  
**Prepared By:** Gregory Johnson  
 gjohnson@zspace.com

2728 Orchard Parkway  
 San Jose, CA 95134  
 Phone: (408) 498-4050  
 Email: orders@zspace.com

**Bill To:**  
 Hamilton County Schools TN  
 3074 Hickory Valley Road  
 Chattanooga  
 TN  
 37421  
 United States

**Ship To:**  
 Howard High  
 2500 Market St  
 Chattanooga  
 TN  
 37408  
 USA

Product Code	Product Description	QTY	Term (Mo.)	Unit Price	SW Disc (%)	Term Disc (%)	Partner Disc (%)	Disc (%)	Extended Price
zSpace AIO	zSpace All-In-One (AIO) Station (includes zSpace Studio and Leopoly)	2	0	USD 3,525.00	0	0			USD 4,990.00
EDU-SW-VBD-01-12	Annual AIO SW License: Visible Body Human Anatomy Atlas	2	12	USD 200.00	0	0			USD 400.00
MED-SW-CSA-01-12	Annual AIO SW License: VIVED Anatomy	2	12	USD 500.00	0	0			USD 900.00
SW-PRM-ZVU-01-00	Perpetual AIO SW License: zView Software for zSpace AIO	1	0	USD 150.00	0	0			USD 150.00
HW-ZVU-03-00	zView Camera and Armature for zSpace AIO	1	0	USD 199.00	0	0			USD 199.00
<b>TOTAL:</b>									USD 6,639.00

Memo to Customer:

Tax is not included in this quote and are the responsibility of the customer.

Quotation is valid for 30 days. This quote, along with the terms and conditions of purchase and the software license(s) which may be viewed here <http://zspace.com/legal>, and on the attached documentation constitute the entire agreement between zSpace and the customer. If VIVED-Anatomy products are purchased, those specific



**Quote #:** Q-10518  
**Created On:** 11/21/2019  
**Quote Expires On:** 12/20/2019  
**Expected Start Date:** 12/30/2019  
**Term(Month):** 12  
**Prepared By:** Gregory Johnson  
 gjohnson@zspace.com

2728 Orchard Parkway  
 San Jose, CA 95134  
 Phone: (408) 498-4050  
 Email: orders@zspace.com

**Bill To:**

Hamilton County Schools TN  
 3074 Hickory Valley Road  
 Chattanooga  
 TN  
 37421  
 United States

**Ship To:**

Tyner Academy  
 6836 Tyner Rd  
 Chattanooga  
 TN  
 37421  
 USA

Product Code	Product Description	QTY	Term (Mo.)	Unit Price	SW Disc (%)	Term Disc (%)	Partner Disc (%)	Disc (%)	Extended Price
zSpace AIO	zSpace All-In-One (AIO) Station (includes zSpace Studio and Leopoly)	2	0	USD 3,525.00	0	0			USD 4,990.00
EDU-SW-VBD-01-12	Annual AIO SW License: Visible Body Human Anatomy Atlas	2	12	USD 200.00	0	0			USD 400.00
MED-SW-CSA-01-12	Annual AIO SW License: VIVED Anatomy	2	12	USD 500.00	0	0			USD 900.00
SW-PRM-ZVU-01-00	Perpetual AIO SW License: zView Software for zSpace AIO	1	0	USD 150.00	0	0			USD 150.00
HW-ZVU-03-00	zView Camera and Armature for zSpace AIO	1	0	USD 199.00	0	0			USD 199.00
EDU-SVC-PKG-00-01	1 Day On-Site Technical Services for zSpace designed for either the setup and installation of zSpace, or needed on-site technical remediation/support. Maximum 15 units at 2 locations per day.	1	0	USD 2,000.00	0	0			USD 2,000.00
<b>TOTAL:</b>									USD 8,639.00



**Quote #:** Q-10520  
**Created On:** 11/21/2019  
**Quote Expires On:** 12/20/2019  
**Expected Start Date:** 12/30/2019  
**Term(Month):** 12  
**Prepared By:** Gregory Johnson  
 gjohnson@zspace.com

2728 Orchard Parkway  
 San Jose, CA 95134  
 Phone: (408) 498-4050  
 Email: orders@zspace.com

**Bill To:**  
 Hamilton County Schools TN  
 3074 Hickory Valley Road  
 Chattanooga  
 TN  
 37421  
 United States

**Ship To:**  
 Hixson High  
 5705 Middle Valley Rd  
 Hixson  
 TN  
 37343  
 USA

Product Code	Product Description	QTY	Term (Mo.)	Unit Price	SW Disc (%)	Term Disc (%)	Partner Disc (%)	Disc (%)	Extended Price
zSpace AIO	zSpace All-In-One (AIO) Station (includes zSpace Studio and Leopoly)	2	0	USD 3,525.00	0	0			USD 4,990.00
EDU-SW-VBD-01-12	Annual AIO SW License: Visible Body Human Anatomy Atlas	2	12	USD 200.00	0	0			USD 400.00
MED-SW-CSA-01-12	Annual AIO SW License: VIVED Anatomy	2	12	USD 500.00	0	0			USD 900.00
<b>TOTAL:</b>									USD 6,290.00

Memo to Customer:

Tax is not included in this quote and are the responsibility of the customer.

Quotation is valid for 30 days. This quote, along with the terms and conditions of purchase and the software license(s) which may be viewed here <http://zspace.com/legal>, and on the attached documentation constitute the entire agreement between zSpace and the customer. If VIVED-Anatomy products are purchased, those specific products shall be fulfilled and services shall be provided directly by VIVED-Anatomy, Inc. zSpace provides no warranty with respect to the VIVED-Anatomy, Inc. products and services.

To place an offer to purchase based upon this quotation, please sign and return this form and your purchase order (if not using this form as purchase order) to:

zSpace, Inc.

Email: <mailto:orders@zspace.com>



**Quote #:** Q-10521  
**Created On:** 11/21/2019  
**Quote Expires On:** 12/20/2019  
**Expected Start Date:** 12/30/2019  
**Term(Month):** 12  
**Prepared By:** Gregory Johnson  
 gjohnson@zspace.com

2728 Orchard Parkway  
 San Jose, CA 95134  
 Phone: (408) 498-4050  
 Email: orders@zspace.com

**Bill To:**

Hamilton County Schools TN  
 3074 Hickory Valley Road  
 Chattanooga  
 TN  
 37421  
 United States

**Ship To:**

Harrison Bay  
 9050 Career Ln  
 Ooltewah  
 TN  
 37363  
 USA

Product Code	Product Description	QTY	Term (Mo.)	Unit Price	SW Disc (%)	Term Disc (%)	Partner Disc (%)	Disc (%)	Extended Price
zSpace AIO	zSpace All-In-One (AIO) Station (includes zSpace Studio and Leopoly)	4	0	USD 3,525.00	0	0			USD 9,980.00
EDU-SW-ROB-01-12	Annual AIO SW License: zSpace CTE - GTAFE Industrial Robotics Expert (v. TBD) and Industrial Robotics Mechanic (v. TBD) (available to access Fall, 2019)	4	12	USD 350.00	0	0			USD 1,400.00
EDU-SW-MEC-01-12	Annual AIO SW License: zSpace CTE - Fun2 Advanced Manufacturing Mechanical (v. 2.0) and Fluid Power (v. 1.0)	4	12	USD 650.00	5	0			USD 2,340.00
EDU-SW-CSA-01-12	Annual AIO SW License: VIVED-Science	4	12	USD 500.00	5	0			USD 1,800.00
SW-PRM-ZVU-01-00	Perpetual AIO SW License: zView Software for zSpace AIO	1	0	USD 150.00	0	0			USD 150.00
HW-ZVU-03-00	zView Camera and Armature for zSpace AIO	1	0	USD 199.00	0	0			USD 199.00



**Quote #:** Q-10521

Created On: 11/21/2019  
 Quote Expires On: 12/20/2019  
 Expected Start Date: 12/30/2019  
 Term(Month): 12  
 Prepared By: Gregory Johnson  
 gjohnson@zspace.com

2728 Orchard Parkway  
 San Jose, CA 95134  
 Phone: (408) 498-4050  
 Email: orders@zspace.com

Product Code	Product Description	QTY	Term (Mo.)	Unit Price	SW Disc (%)	Term Disc (%)	Partner Disc (%)	Disc (%)	Extended Price
EDU-SVC-TRN-00-01	1 Day On-site Professional Development for zSpace designed to train end users on the technology, hardware, software, and instructional application of zSpace. 2 participants per zSpace. Maximum of 20 participants total.	1	0	USD 3,000.00	0	0			USD 3,000.00
EDU-SVC-PKG-00-01	1 Day On-Site Technical Services for zSpace designed for either the setup and installation of zSpace, or needed on-site technical remediation/support. Maximum 15 units at 2 locations per day.	1	0	USD 2,000.00	0	0			USD 2,000.00
<b>TOTAL:</b>									USD 20,869.00

Memo to Customer:

Tax is not included in this quote and are the responsibility of the customer.

Quotation is valid for 30 days. This quote, along with the terms and conditions of purchase and the software license(s) which may be viewed here <http://zspace.com/legal>, and on the attached documentation constitute the entire agreement between zSpace and the customer. If VIVED-Anatomy products are purchased, those specific products shall be fulfilled and services shall be provided directly by VIVED-Anatomy, Inc. zSpace provides no warranty with respect to the VIVED-Anatomy, Inc. products and services.

To place an offer to purchase based upon this quotation, please sign and return this form and your purchase order (if not using this form as purchase order) to:

zSpace, Inc.  
 490 De Guigne Drive  
 Sunnyvale, CA 94085  
 Email: <mailto:orders@zspace.com>  
 Phone: (408) 498-4050  
 DUNS: 799203257 CAGE: 5K3H4

Customer initial if using this form as a purchase order: \_\_\_\_\_ Sales Tax Resale Certificate #: \_\_\_\_\_

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

**MEMORANDUM**

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

**FROM:** John Maynard-Director of College, Career, & Technical Education

**DATE:** December 12<sup>th</sup> 2019

**RE:** Contract with Chattanooga State for grant Funded Apprenticeship Coordinator

This is to request Board approval of the following:

We received a grant from the State DOE to support creating more Apprenticeship programs. This contract allows us to partner with a grant Chattanooga State received and hire a person to develop apprenticeship programs for Hamilton County students as well as Chattanooga State students.

The contract amount will not exceed \$61,361.00.

**CONTRACT  
BETWEEN CHATTANOOGA STATE COMMUNITY COLLEGE AND  
HAMILTON COUNTY DEPARTMENT OF EDUCATION**

This Contract, by and between Chattanooga State Community College hereinafter referred to as the "Institution" and Hamilton County Department of Education, hereinafter referred to as the "HCDE," is for the provision of the Expanding Community College Apprenticeships Initiative, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

HCDE will partially fund a project director to lead the Institution's college-sponsored registered apprenticeship pilot, as well as assist in developing new ones.

B. CONTRACT TERM:

Contract Term. This Contract shall be effective for the period commencing on October 1, 2019 and ending on June 30, 2021, unless earlier terminated according to the provisions of this Contract, or unless HCDE shall not receive funds from any funding body designated to fund this Program. HCDE shall have no obligation for services rendered by the Institution which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of HCDE under this Contract exceed Sixty-One Thousand Three hundred Sixty-One Dollars and 00 Cents (**\$61,361.00**). The budget attached and incorporated herein as a part of this agreement, shall constitute the maximum amount due the Institution for the service and all of the Institution's obligations hereunder. HCDE will be responsible solely for those costs designated in the attached budget as its responsibility.

C.2. Compensation Firm. Unless otherwise agreed to by the parties in writing, the costs incorporated into the attached budget are firm and will not escalate during the term of this Contract.

C.3. Payment Methodology. The Institution shall be compensated for actual, reasonable, and necessary costs based upon the budget, not to exceed the maximum liability established in Section C.1. HCDE will be responsible to remit payment to the Institution upon receipt of invoice.

C.4. Travel Compensation.

The Institution shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Budget Line-Items. Expenditures, reimbursements, and payments under this agreement shall adhere to the budget. The Institution may request revisions of budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding that increases the total Contract amount. Any such revision approval shall be documented by subsequent revision of the budget and by Contract amendment.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The Institution is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations.

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations.
- D.3. Termination for Convenience. Either party may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of contract. The terminating party shall give the other party at least sixty (60) days written notice before the effective termination date. The Institution shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall HCDE be liable to the Institution for compensation for any service which has not been rendered.
- D.4. Termination for Cause. If either party fails to properly perform its obligations under this Contract in a timely or proper manner, or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Institution shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
- D.5. Subcontracting. Neither party shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other party.
- D.6. Nondiscrimination. The parties hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the parties on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or Tennessee constitutional or statutory law. The parties shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. The Institution shall maintain documentation for all charges against HCDE under this Contract. The books, records, and documents of the Institution, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by HCDE or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.8. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.9. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.10. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.

- D.11. State and Federal Compliance. Both parties shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.12. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. HCDE agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. HCDE acknowledges and agrees that any rights or claims against the Institution or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.13. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.14. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Communications and Contacts.

**The Institution:**

Bo Drake, Vice President, Economic & Workforce Development  
Chattanooga State Community College  
(423) 697-2606  
bo.drake@chattanoogastate.edu

**Hamilton County Department of Education:**

John Maynard, Career and Technical Education Director  
Hamilton County Department of Education  
(423) 498-7146  
maynard\_j@hcde.org

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission. Changes to the Contract shall not be effective until agreed to, in writing, by both parties.

- E.2. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services, such procurements shall be made on a competitive basis, where practical.
- E.3. Debarment and Suspension. The Institution certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or

Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Statements, or receiving stolen property;

- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

**IN WITNESS WHEREOF:**

**Hamilton County Department of Education**

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**Dr. Bryan Johnson, Superintendent**

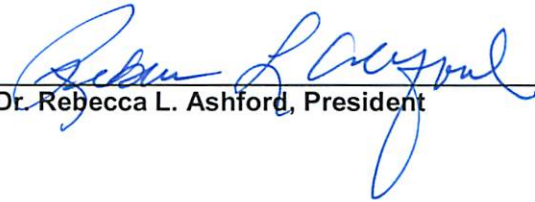
**Date**

**Chattanooga State Community College**

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**Dr. Rebecca L. Ashford, President**

**Date**



10/31/19

**BUDGET**

<b>Expenditure Category</b>	<b>Amount</b>
Salaries, Benefits & Taxes	\$61,361.00
Travel	\$0.00
Supplies	\$0.00
Other Direct Costs	\$0.00
Indirect Costs	\$0.00
<b>TOTAL</b>	<b>\$61,361.00</b>



## Transportation Division

2501 Dodds Avenue  
Chattanooga, TN 37407

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### MEMORANDUM

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

**From:** David Eaves, Transportation Supervisor

**Date:** November 4, 2019

**Re:** Siren Safe Transportation, LLC

In light of the fact that our new school bell times no longer allow us the flexibility to accommodate the Federally-mandated transport of *ESL/ESOL/ELL*, *McKinney-Vento* homeless students, and the *ESSA* foster care students to their schools of origin, I would like to submit to you the need for an additional transportation resource. Much like the services American Logistics currently provides, we would also like to pursue the utilization of **Siren Safe Transportation, LLC**. Siren Safe is a specialized transport service that meets the needs that school bus routes are unable to facilitate. The budget for this service is part of transportations budget for this activity.

Please find their 2019-2020 Rate Sheet and Certificate of Insurance coverage attached. Siren Safe can also provide us with all driver information, such as background checks, drug test results, etc. upon request.

Thank you for your consideration.

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Signatures on file in the Purchasing Department

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X

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Superintendent Signature

X

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Board Chairman Signature

Attachment:

- Certificate of Liability
- 2019-2020 Price List



## 2019-2020 Price List

The Contractor will charge the District a \$55.00 per trip fee, which includes the first twelve (12) miles and up to five (5) students. Vehicle capacity is determined by student requirements and vehicle availability. An additional \$2.25 per mile will be charged for any trip longer than 12 miles

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$55.00
Per Mile Fee (after the first 12 miles)	\$2.25
<b>Additional</b>	<b>Fees</b>
Wheelchair Fee (per student)	\$23.00
Carseat (per student)	\$2.50
Wait Time Fee (per hour, billed in 15 min. increments)	\$45.00
Monitor Fee (per hour, 2-hour minimum)	\$22.00
No Show or Late Cancel	FULL PRICE OF TRIP



## 2. Financial Reports

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

MEMORANDUM

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

FROM: Brent Goldberg, Chief Business Officer

DATE: December 12, 2019

SUBJECT: Monthly Financial Report

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

**HAMILTON COUNTY SCHOOLS  
REVENUE/OBLIGATIONS VS BUDGET  
PERIOD ENDED  
OCTOBER, 2019**

REVENUES	General Purpose			Federal Programs			Self-Funded Programs			Child Nutrition			Grand Totals		
	Budget	Revised Budget	YTD Actual	Budget	Revised Budget	YTD Actual	Budget	Revised Budget	YTD Actual	Budget	Revised Budget	YTD Actual	Budget	Revised Budget	YTD Actual
LOCAL TAXES	230,600,000	230,600,000	21,977,192										230,600,000	230,600,000	21,977,192
LICENSES AND PERMITS	12,000	12,000	3,040										12,000	12,000	3,040
CHARGES FOR CURRENT SERVICES	543,000	543,000	131,304				3,814,990	3,862,445	1,357,119	3,699,602	3,699,602	1,206,440	8,057,592	8,105,047	2,694,863
OTHER LOCAL REVENUES	3,000,000	3,000,000	2,806,472				2,835,424	3,673,761	678,052	163,409	163,409	49,011	5,998,833	6,837,170	3,533,535
STATE OF TENNESSEE	173,110,000	174,500,211	51,185,571			-			-			-	173,110,000	174,500,211	51,185,571
OTHER STATE REVENUES	600,000	1,634,103	58,093							190,000	190,000	-	790,000	1,824,103	58,093
FEDERAL GOVERNMENT	850,000	850,000	265,797	30,939,539	36,866,692	1,724,782				17,051,674	17,051,674	5,676,148	48,841,213	54,768,366	7,666,727
OTHER SOURCES	1,285,000	1,285,000	286,667										1,285,000	1,285,000	286,667
RESERVES/FUND BALANCE	8,000,000	14,935,200							829,123				8,000,000	15,764,323	-
<b>TOTAL REVENUES</b>	<b>418,000,000</b>	<b>427,359,514</b>	<b>76,714,136</b>	<b>30,939,539</b>	<b>36,866,692</b>	<b>1,724,782</b>	<b>6,650,414</b>	<b>8,365,329</b>	<b>2,035,171</b>	<b>21,104,685</b>	<b>21,104,685</b>	<b>6,931,599</b>	<b>476,694,638</b>	<b>493,696,220</b>	<b>87,405,688</b>
<b>EXPENDITURES</b>															
REGULAR INSTRUCTION PROGRAM	207,590,129	208,676,214	51,330,160	8,746,312	10,403,217	1,928,206	2,434,817	2,834,660	229,564				218,771,258	221,914,091	53,487,930
SPECIAL EDUCATION INSTR PROG	42,092,235	42,441,028	11,613,267	4,748,150	5,490,513	1,538,057	300,000	347,084	27,707				47,140,385	48,278,625	13,179,031
VOCATIONAL ED INSTR PROG	8,941,335	9,006,032	2,253,583	475,526	623,074	123,840		157,697	27,694				9,416,861	9,786,803	2,405,117
ATTENDANCE	2,738,609	2,758,175	548,011										2,738,609	2,758,175	548,011
HEALTH SERVICES	4,848,133	4,905,235	1,287,256		150	-	42,500	42,500	30,431				4,890,633	4,947,885	1,317,687
OTHER STUDENT SUPPORT	13,847,708	14,114,377	3,262,574	3,414,555	3,894,408	545,661	75,655	416,310	17,360				17,337,918	18,425,095	3,825,595
REG INST SUPPORT	12,524,627	14,801,912	3,617,898	7,477,787	8,896,352	1,642,566	277,938	644,752	116,705				20,280,352	24,343,016	5,377,169
SPECIAL ED INST SUPPORT	3,387,635	3,548,383	913,312	3,281,875	3,284,899	985,331							6,669,510	6,833,282	1,898,643
VOCATIONAL ED INST SUPPORT	246,915	248,209	77,595	12,500	65,500	4,000		345	-				259,415	314,054	81,595
EDUCATION TECHNOLOGY	4,634,807	5,528,205	2,166,804	164,324	216,991	32,841							4,799,131	5,745,196	2,199,645
BOARD OF EDUCATION	6,199,378	6,207,076	1,421,278				-	315,160	180,450				6,199,378	6,522,236	1,601,728
OFFICE OF SUPERINTENDENT	2,285,392	2,306,626	577,619				91,230	93,030	15,896				2,376,622	2,399,656	593,515
OFFICE OF PRINCIPAL	28,496,993	28,691,085	7,898,016										28,496,993	28,691,085	7,898,016
FISCAL SERVICES	3,369,030	3,396,674	868,991				10,000	10,000	2,096				3,379,030	3,406,674	871,087
HUMAN RESOURCES	1,858,157	1,877,656	513,933					2,294					1,858,157	1,879,950	513,933
OPERATION OF PLANT	25,624,131	25,601,716	16,091,861										25,624,131	25,601,716	16,091,861
MAINTENANCE OF PLANT	9,493,178	10,181,709	3,295,064				-	54,240	7,545				9,493,178	10,235,949	3,302,609
TRANSPORTATION	18,940,008	19,198,557	15,875,164	266,340	267,353	89,840		20,000	600				19,206,348	19,485,910	15,965,604
CENTRAL AND OTHER	388,597	696,891	397,368					8,983	39				388,597	705,874	397,407
FOOD SERVICE			169,770							21,104,685	21,104,685	9,765,845	21,104,685	21,104,685	9,935,615
COMMUNITY SERVICES	470,311	482,340	178,037	491,184	1,431,310	138,998	3,222,512	3,222,512	791,511				4,184,007	5,136,162	1,108,546
EARLY CHILDHOOD EDUCATION	2,997,170	3,142,457	504,837				195,762	195,762	46,354				3,192,932	3,338,219	551,191
REGULAR CAPITAL OUTLAY	197,000	197,000	15,302										197,000	197,000	15,302
EDUCATION DEBT SERVICE	975,000	975,000											975,000	975,000	-
EDUCATION CAPITAL PROJECTS	3,000,000	5,500,000	5,500,000										3,000,000	5,500,000	5,500,000
CHARTER SCHOOLS (TRANSFERS )	12,853,522	12,853,522	3,958,471	1,860,986	2,292,925								14,714,508	15,146,447	3,958,471
TRANSFERS-STATE GRANTS		23,435											-	23,435	-
<b>TOTAL EXPENDITURES</b>	<b>418,000,000</b>	<b>427,359,514</b>	<b>134,336,171</b>	<b>30,939,539</b>	<b>36,866,692</b>	<b>7,029,340</b>	<b>6,650,414</b>	<b>8,365,329</b>	<b>1,493,952</b>	<b>21,104,685</b>	<b>21,104,685</b>	<b>9,765,845</b>	<b>476,694,638</b>	<b>493,696,220</b>	<b>152,625,308</b>

### 3. Budget Amendments

#### a. Federal Grants and Self-Funded Programs

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

**MEMORANDUM**

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

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

**DATE:** December 12, 2019

**SUBJECT:** Budget Amendments – Federal Grants and State Grants

The following budget amendments for Federal Grants and State Grants for FY2020 are recommended for your approval.

The Federal Programs budget is amended by items #1 – 3. Item #1 consists of carryover and a current year award. Item #2 consists of carryover from the prior year award. Item #3 is a current year award.

The State Programs budget is amended by item #4. Item #4 consists of carryover and a current year award.

1. Title IX McKinney Vento Homeless Grant, with transfers between line items and a net increase of \$6,067
2. Additional Targeted Support and Improvement Grant – Title I A, with transfers between line items
3. IDEA Discretionary Supplemental Grant, totaling \$21,072
4. Safe Schools Grant, with transfers between line items

FEDERAL PROGRAMS  
SOURCE OF FUNDS

December 12, 2019

<u>BUDGET AMENDMENTS</u>	<u>OTHER FEDERAL THROUGH STATE 47100</u>	<u>TOTAL REVENUE</u>	<u>AMENDMENT ITEM #</u>
Title IX McKinney Vento Homeless Grant	6,067	6,067	1
Additional Targeted Support and Improvement Grant - Title I A	-	-	2
IDEA Discretionary Supplemental Grant	21,072	21,072	3
	<u>27,139</u>	<u>27,139</u>	

**FEDERAL PROGRAMS**  
**USE OF FUNDS**

**December 12, 2019**

BUDGET AMENDMENTS	REGULAR EDUCATION 71100	OTHER STUDENT SUPPORT 72130	INSTRUCTIONAL SUPPORT 72210	SPECIAL EDUCATION SUPPORT 72220	INDIRECT COST 99100	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Title IX McKinney Vento Homeless Grant	1,255	3,312	1,341		159	6,067	1
Additional Targeted Support and Improvement Grant - Title I A	3,729		(2,905)		(824)	-	2
IDEA Discretionary Supplemental Grant				21,072		21,072	3
	4,984	3,312	(1,564)	21,072	(665)	27,139	

STATE PROGRAMS  
SOURCE OF FUNDS

December 12, 2019

	STATE REVENUE 46000	TOTAL REVENUE	AMENDMENT ITEM #
BUDGET AMENDMENTS			
Safe Schools Grant	-	-	4
	-	-	

STATE PROGRAMS  
USE OF FUNDS

December 12, 2019

BUDGET AMENDMENTS	OTHER STUDENT SUPPORT 72130	INSTRUCTIONAL SUPPORT 72210	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Safe Schools Grant	18,672	(18,672)	-	4
	18,672	(18,672)	-	

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
 FEDERAL PROGRAMS  
 TITLE IX MCKINNEY VENTO HOMELESS EDUCATION  
 BUDGET FISCAL YEAR 2019-2020**

**SOURCE OF FUNDS SUMMARY**

FY18 Carryover budget at 7/1/19 was \$6,066.75

FY19 Carryover budget at 7/1/19 was \$7,619.26

FY2019-20 budget \$100,000.

ORGANIZATION KEY	OBJECT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET
			9/19/2019	INCREASE (DECREASE)	12/12/2019
21330000	41427149	Education for Homeless Children	100,000		100,000
21330000	41427149	FY18 Carryover	-	6,067	6,067
21330000	41427149	FY19 Carryover	7,619		7,619
			<b>107,619</b>	<b>6,067</b>	<b>- 113,686</b>

**USE OF FUNDS SUMMARY**

OBJECT CODE	DESCRIPTION	AMENDED BUDGET 9/19/2019	INCREASE (DECREASE)	AMENDED BUDGET 12/12/2019
71100	Regular Instruction	20,684	1,480	(225) 21,939
72120	Health Services	150	-	- 150
72130	Other Student Support	14,785	3,312	- 18,097
72210	Instructional Support	59,181	1,341	- 60,522
72710	Transportation	10,000	-	- 10,000
99100	Indirect Cost	2,819	159	- 2,978
	<b>Total Use of Funds</b>	<b>107,619</b>	<b>6,292</b>	<b>(225) 113,686</b>

ORGANIZATION KEY	OBJECT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET
			9/19/2019	INCREASE (DECREASE)	12/12/2019
21331000	51101409	Teacher - Extended Contracts	7,825		(225) 7,600
21331000	51102011	Social Security	460	11	471
21331000	51102041	Retirement	789	19	808
21331000	51102121	Medicare	108	2	110
21331000	51103999	Other Contracted Services	5,500		5,500
21331000	51104291	Instructional Supplies & Materials	1,001	1,013	2,014
21331000	51104999	Other Supplies & Materials	1,001	435	1,436
21331000	51105999	Other Charges	4,000		4,000
		<b>Total 71100 - Regular Instruction</b>	<b>20,684</b>	<b>1,480</b>	<b>(225) 21,939</b>
21331000	52123999	Other Contracted Services	150		150
		<b>Total 72120 - Health Services</b>	<b>150</b>	<b>-</b>	<b>- 150</b>
21331000	52131301	Social Workers	12,500	2,800	15,300
21331000	52132011	Social Security	775	174	949
21331000	52132041	State Retirement	1,329	297	1,626
21331000	52132121	Employer Medicare	181	41	222
		<b>Total 72130 - Other Student Support</b>	<b>14,785</b>	<b>3,312</b>	<b>- 18,097</b>
21331000	52211899	Other Salaries & Wages	34,429	1,093	35,522
21331000	52212011	Social Security	2,135	67	2,202
21331000	52212041	State Retirement	5,158	163	5,321
21331000	52212061	Life Insurance	65		65
21331000	52212071	Medical Insurance	9,500		9,500
21331000	52212081	Dental Insurance	345		345
21331000	52212101	Unemployment Compensation	180		180
21331000	52212121	Employer Medicare	499	16	515
21331000	52212991	Long Term Disability	69	2	71
21331000	52213551	Travel	1,650		1,650
21331000	52214999	Other Supplies & Materials	300		300
21331000	52215241	Inservice/Staff Development	4,851		4,851
		<b>Total 72210 - Instructional Support</b>	<b>59,181</b>	<b>1,341</b>	<b>- 60,522</b>
21331000	52713141	Contracts with Public Carriers	10,000		10,000
		<b>Total 72710 - Transportation</b>	<b>10,000</b>	<b>-</b>	<b>- 10,000</b>
21331000	59005901	Indirect Cost	2,819	159	2,978
		<b>Total 99100 - Indirect Cost</b>	<b>2,819</b>	<b>159</b>	<b>- 2,978</b>
		<b>TOTAL BUDGET</b>	<b>107,619</b>	<b>6,292</b>	<b>(225) 113,686</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
 FEDERAL PROGRAMS  
 ADDITIONAL TARGETED SUPPORT AND IMPROVEMENT GRANT - TITLE I A  
 BUDGET FISCAL YEAR 2019-2020**

**SOURCE OF FUNDS SUMMARY**

Carryover budget at 7/1/19 was \$103,650.

ORGANIZATION KEY	OBJECT CODE	DESCRIPTION	FY2020 BUDGET		AMENDED BUDGET
			9/19/2019	INCREASE (DECREASE)	12/12/2019
21690000	41427141	FY19 Carryover	103,650		103,650

**USE OF FUNDS SUMMARY**

71100	Regular Instruction	73,246	31,475	(27,746)	76,975
72210	Instructional Support	28,541	-	(2,905)	25,636
99100	Indirect Cost	1,863	-	(824)	1,039
<b>TOTAL USE OF FUNDS</b>		<b>103,650</b>	<b>31,475</b>	<b>(31,475)</b>	<b>103,650</b>

ORGANIZATION KEY	OBJECT CODE	DESCRIPTION	FY2020 BUDGET		AMENDED BUDGET	
			9/19/2019	INCREASE (DECREASE)	12/12/2019	
21690000	51104999	Other Supplies and Materials	40,746		13,000	
21690000	51107221	Equipment	32,500	31,475	63,975	
		Total 71100 - Regular Instruction	73,246	31,475	76,975	
21690000	52211881	Bonus Payments	19,395		19,395	
21690000	52212011	Social Security	1,203		1,203	
21690000	52212041	State Retirement	2,062		2,062	
21690000	52212121	Employer Medicare	281		281	
21690000	52213081	Consultants	5,600		2,695	
		Total 72210 - Instructional Support	28,541	-	25,636	
21690000	59005901	Indirect Cost (2.69%)	1,863		1,039	
		Total 99100	1,863	-	1,039	
<b>TOTAL BUDGET</b>			<b>103,650</b>	<b>31,475</b>	<b>(31,475)</b>	<b>103,650</b>



**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
STATE PROGRAMS  
SAFE SCHOOLS  
BUDGET FISCAL YEAR 2019-2020**

**SOURCE OF FUNDS SUMMARY**

Carryover budget at 7/1/19 was \$953,145.16.  
FY2019-20 budget \$668,510.

ORGANIZATION KEY	OBJECT CODE	DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASE	(DECREASE)	AMENDED BUDGET 12/12/2019
12370000	41426590	Other State Education Funds	668,510			668,510
12370000	41426590	FY19 Carryover	953,145			953,145
			<b>1,621,655</b>	<b>-</b>	<b>-</b>	<b>1,621,655</b>

**USE OF FUNDS SUMMARY**

71100	Regular Instruction	72,938	-	-	72,938
72130	Other Student Support	120,370	18,672	-	139,042
72210	Instructional Support	796,887	-	(18,672)	778,215
72620	Maintenance of Plant	631,460	-	-	631,460
<b>Total Use of Funds</b>		<b>1,621,655</b>	<b>18,672</b>	<b>(18,672)</b>	<b>1,621,655</b>

ORGANIZATION KEY	OBJECT CODE	DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASE	(DECREASE)	AMENDED BUDGET 12/12/2019
12370000	51103999	Other Contracted Services	72,938			72,938
		Total 71100 - Regular Instruction	72,938	-	-	72,938
12370000	52133091	Resource Officers	120,370	18,672		139,042
		Total 72130 - Other Student Support	120,370	18,672	-	139,042
12370000	52211899	Other Salaries	32,035			32,035
12370000	52211961	Inservice/Stipends	16,660			16,660
12370000	52212011	Social Security	3,019			3,019
12370000	52212041	State Retirement	6,568			6,568
12370000	52212121	Employer Medicare	706			706
12370000	52213999	Other Contracted Services	97,280			97,280
12370000	52214999	Other Supplies & Materials	600,347			600,347
12370000	52215241	In Service/Staff Development	40,272		(18,672)	21,600
		Total 72210 - Instructional Support	796,887	-	(18,672)	778,215
12370000	52627011	Equipment	631,460			631,460
		Total 72620 - Maintenance of Plant	631,460	-	-	631,460
<b>TOTAL BUDGET</b>			<b>1,621,655</b>	<b>18,672</b>	<b>(18,672)</b>	<b>1,621,655</b>

Note: This grant requires a local match. The local match will be met using SRO expenditures of the Hamilton County Sheriff's Department.

b. Priority Schools - Principal Incentive State Grant

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

**MEMORANDUM**

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

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

**DATE:** December 12, 2019

**SUBJECT:** Budget Amendments –Priority Schools Principal Incentive State Grant

The attached budget amendment for the Priority Schools Principal Incentive State Grant for FY2020 is recommended for your approval. Five priority school principals are eligible for the retention bonus and one priority school principal is eligible for the recruitment bonus.

Priority Schools Principal Incentive State Grant, with a net increase of \$11,998.

**HAMILTON COUNTY DEPT OF EDUCATION  
 OPPORTUNITY ZONE  
 PRIORITY SCHOOLS PRINCIPAL INCENTIVE GRANT  
 BUDGET FISCAL YEAR 2019-2020**

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 11/21/2019	INCREASES	DECREASES	AMENDED BUDGET 12/12/2019
18040000	40006590	OTHER STATE EDUCATION REVENUE	76,712	11,998		88,710
<u>Dalewood Middle</u>						
18236132	52211881	Principal Retention Bonus	9,971	2,029		12,000
18236132	52212011	Social Security	618	126		744
18236132	52212041	Retirement	1,060	216		1,276
18236132	52212121	Medicare	145	29		174
		<b>Total 72210--Instructional Support</b>	<b>11,794</b>	<b>2,400</b>	<b>-</b>	<b>14,194</b>
<u>Clifton Hills Elementary</u>						
18237311	52211881	Principal Retention Bonus	9,971	2,029		12,000
18237311	52212011	Social Security	618	126		744
18237311	52212041	Retirement	1,060	215		1,275
18237311	52212121	Medicare	145	29		174
		<b>Total 72210--Instructional Support</b>	<b>11,794</b>	<b>2,399</b>	<b>-</b>	<b>14,193</b>
<u>Calvin Donaldson Environmental Science</u>						
18237321	52211881	Principal Recruitment Bonus	15,000			15,000
18237321	52211881	Principal Retention Bonus	-			-
18237321	52212011	Social Security	930			930
18237321	52212041	Retirement	1,594			1,594
18237321	52212121	Medicare	218			218
		<b>Total 72210--Instructional Support</b>	<b>17,742</b>	<b>-</b>	<b>-</b>	<b>17,742</b>
<u>Hardy Elementary</u>						
18237411	52211881	Principal Retention Bonus	9,971	2,029		12,000
18237411	52212011	Social Security	618	126		744
18237411	52212041	Retirement	1,060	215		1,275
18237411	52212121	Medicare	145	29		174
		<b>Total 72210--Instructional Support</b>	<b>11,794</b>	<b>2,399</b>	<b>-</b>	<b>14,193</b>
<u>Orchard Knob Elementary</u>						
18237471	52211881	Principal Retention Bonus	9,971	2,029		12,000
18237471	52212011	Social Security	618	126		744
18237471	52212041	Retirement	1,060	216		1,276
18237471	52212121	Medicare	145	29		174
		<b>Total 72210--Instructional Support</b>	<b>11,794</b>	<b>2,400</b>	<b>-</b>	<b>14,194</b>
<u>Woodmore Elementary</u>						
18237501	52211881	Principal Retention Bonus	9,971	2,029		12,000
18237501	52212011	Social Security	618	126		744
18237501	52212041	Retirement	1,060	216		1,276
18237501	52212121	Medicare	145	29		174
		<b>Total 72210--Instructional Support</b>	<b>11,794</b>	<b>2,400</b>	<b>-</b>	<b>14,194</b>
<b>TOTAL GRANT</b>			<b>76,712</b>	<b>11,998</b>	<b>-</b>	<b>88,710</b>

## 4. CLASS Retainer Agreement



**HAMILTON  
COUNTY  
SCHOOLS**

**Hamilton County Department of Education**  
3074 Hickory Valley Rd  
Chattanooga, TN 37421  
(423) 498-6577

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**Memorandum**

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

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

**Date:** December 12, 2019

**Re:** Coalition of Large School Systems (CLASS) Retainer Agreement – Millsaps Gowan  
Government Relations

The Coalition of Large School Systems (CLASS) retainer agreement with Millsaps Gowan Government Relations requires Board approval.

Hamilton County Schools has been a member of CLASS since inception. Member school systems include Hamilton County, Knox County, Shelby County, and Metro Nashville/Davidson County.

The annual cost is \$37,500 and this amount is included in the general purpose operating budget as an ongoing operating expense.

Enclosed:

Retainer Agreement with Millsaps Gowan Government Relations

# **Millsaps Gowan Government Relations**

PO BOX 159249  
Nashville, TN 37215  
Phone: [615.418.9219](tel:615.418.9219)

November 22, 2019

CLASS  
c/o Bob Thomas, Superintendent  
Knox County Schools (2020 CLASS chair)  
3074 Hickory Valley Rd  
Knoxville TN 37902

## **Re: Retainer Agreement with Millsaps Gowan Government Relations**

Dear Mr. Thomas:

We appreciate the opportunity to provide governmental consulting services to the Coalition of Large School Systems (CLASS) in Tennessee. Millsaps Gowan Government Relations (Millsaps Gowan) is committed to providing the highest level of service in furtherance of your goals. This agreement will describe the terms under which that representation will occur.

You have asked that we provide CLASS government relation services on issues related to public education. In addition, as part of our scope of services, Millsaps Gowan will provide ancillary services such as electronically forwarding to you on a daily basis relevant newspaper articles, analyses, and important governmental announcements. Millsaps Gowan will also provide legislative and state administrative advocacy services including, but not limited, to tracking legislation, representing CLASS interests in the legislative process, exploring legislative opportunities to advance the CLASS agenda, monitoring actions of the state board of education, and providing timely communications to member systems. As part of these services Millsaps Gowan will visit each CLASS district board at least one time each year to report on our work for CLASS.

In exchange for these services, CLASS has agreed to pay Millsaps Gowan Government Relations \$12,500 per month beginning January 1, 2020 and ending December 31, 2020. This amount reflects an aggregate, annual contribution of \$37,500 per CLASS member school system. Millsaps Gowan will send an invoice on the first of each month and payment is due by the end of each month. This agreement will proceed on a month-to-month basis and may be terminated by either party with 30 days written notice. Costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on behalf of CLASS. Also, by signing below, you agree that you will complete any forms necessary to comply with lobbyist registration requirements under Tennessee law that

may arise as a result of our representation of CLASS during the term of this contract or after its termination should reporting periods overlap.

I believe the above reflects our understanding. If it does, please sign this agreement and return a copy for our files. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist CLASS in any way.

Sincerely,

Robert Gowan, Partner  
Millsaps Gowan Government Relations

\_\_\_\_\_  
For Knox County Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Shelby County Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Davidson County Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Hamilton County Schools

\_\_\_\_\_  
Date

5. Lease Agreements Between Hamilton County Department of Education and City of Chattanooga for Operation of Head Start Programs



**HAMILTON  
COUNTY  
SCHOOLS**

**Hamilton County Department of Education**  
3074 Hickory Valley Rd  
Chattanooga, TN 37421  
(423) 498-6577

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**Memorandum**

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

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

**Date:** December 12, 2019

**Re:** Lease Agreements Between Hamilton County Board of Education and City of Chattanooga for Operation of Head Start Programs

Board approval is recommended to execute four new lease agreements with the City of Chattanooga for operation of Head Start programs. The current leases for these premises were executed in 2015 and expire at the end of 2019. The new lease agreements have a term of one year, commencing January 1, 2020 and ending December 31, 2020. Upon mutual written consent from both parties, the leases may be renewed for three additional terms of one year each.

Note: The lease agreement for the North Chattanooga location allows for time to demolish City of Chattanooga owned manufactured structures.

**Premises:**

Avondale Head Start Center, 2302 Ocoee Street, Chattanooga, TN 37406

Cedar Hill Head Start Center, 4701 Divine Avenue, Chattanooga, TN 37407

Daisy Head Start Center, 9517 West Ridge Trail Road, Chattanooga, TN 37407

North Chattanooga Head Start Center, 1510 Hamilton Avenue, Chattanooga, TN 37405

**Enclosed:**

Lease agreements for premises listed above.

## LEASE AGREEMENT

This Lease Agreement (this "Lease" or the "Lease") is made and entered into as of the last date of execution set forth below (the "Effective Date"), by and between the Hamilton County, Tennessee, Board of Education ("Lessor") and the City of Chattanooga, Tennessee, a municipal corporation ("Lessee").

### RECITALS

WHEREAS, Lessee desires to lease facilities from Lessor to operate the Head Start/Early Head Start Program; and

WHEREAS, Lessor has the appropriate authority to, and hereby agrees to, lease to Lessee the property identified as Tax Parcel Numbers 136L-M-002, 136L-M-005 and 136L-M006 and containing approximately 50,139 square feet; and

WHEREAS, the Lessee proposes to make certain improvements to the Leased Premises.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Lessor and Lessee mutually agree as follows:

SECTION 1. Consideration; Leased Premises. Subject to the terms and conditions herein, Lessor hereby leases to Lessee, and Lessee accepts from Lessor, the premises bearing Tax Parcel Numbers 136L-M-002, 136L-M-005 and 136L-M-006 and identified on **Exhibit A**, attached hereto and incorporated by this reference (the "Leased Premises"). In consideration of the valuable service provided to the citizens of Hamilton County by the City of Chattanooga, Department of Youth and Family Development Head Start/Early Head Start Program and in consideration of the desire of Hamilton County Schools to provide continuing education assistance to its citizens, Lessor does lease to Lessee, the structure and surrounding grounds currently used to house the Avondale Head Start Center bearing the address of 2302 Ocoee Street, Chattanooga, Tennessee 37406.

SECTION 2. Lessee's Payment Consideration. The Lessee agrees to pay a lease payment for the Initial Term (defined below) of the Lease in the amount of One and No/100 Dollars (\$1.00). If the Lease is renewed as provided for in SECTION 3., Lessee shall pay an additional lease payment for each Renewal Term (defined below) in the amount of One and No/100 Dollars (\$1.00).

SECTION 3. Term. The initial term of this Lease shall commence on January 1, 2020 and shall end on December 31, 2020 (the "Initial Term"). Upon mutual written consent of the parties, Lessee shall have the right to renew this Lease for three (3) additional terms of one (1) year each immediately following the conclusion of the Initial Term (each, a "Renewal Term").

SECTION 4. Use of Premises. Lessee shall use the Leased Premises to operate the Head Start/Early Head Start Program (collectively, the "Program") in accordance with all city, county, state, and federal laws.

SECTION 5. Improvements to the Leased Premises. Lessee shall make all future necessary structural changes and improvements to the building and grounds to continue Lessee's use and occupancy and all repairs or maintenance necessary to comply with federal, state or local laws regulating childcare subject to Lessee's budgetary constraints. All improvements made by Lessee to the Leased Premises, other than personal property, shall, upon completion, immediately become the property of Lessor and shall remain with the Leased Premises upon the expiration or termination of this Lease. Notwithstanding the foregoing, any movable structures, playground equipment, improvements, alterations, or additions on the surrounding grounds purchased during the Initial Term or any Renewal Term of this Lease by Lessee may be removed by Lessee at any time within six (6) months of the date of expiration or termination of this Lease. Any personal property not removed by Lessee, then, upon the expiration or termination of this Lease, any such personal property remaining at the Leased Premises shall inure to Lessor's benefit and shall become a part of the Leased Premises and shall belong to Lessor absolutely thereafter.

SECTION 6. Specific Improvements to the Leased Premises. During the Initial Term, Lessee shall make the improvements to the Leased Premises as more particularly described on **Exhibit B** (the "Improvements"). On or prior to the Effective Date, Lessee shall submit to Lessor a plan for Lessee's Improvements (Lessee's Plan") containing a detailed description of the Improvements to be made by Lessee. The Lessee's Plan shall be subject to Lessor's written approval, which the Lessor agrees not unreasonably to withhold. Lessor's approval of Lessee's Plan shall in no event, unless expressly set forth in such approval, be deemed to create any obligations on the part of the Lessor to do any work or make the Improvements as set forth in **Exhibit B** or to authorize Lessee to make any further additions, improvements, or alterations to the Leased Premises, except as may be required by law. Lessor shall not be liable for the cost of the Improvements made by Lessee.

SECTION 7. Quiet Possession. The Lessor covenants to keep the Lessee in quiet possession of the Leased Premises during the term of this Lease.

SECTION 8. Termination and Holding Over. Upon termination of this Lease at the expiration of the Initial Term hereof or any Renewal Term, Lessee shall surrender the Leased Premises to Lessor in as good condition as received, ordinary wear and tear and damage by fire or other casualty excepted. Lessee covenants to Lessor that it shall vacate the Leased Premises on or before thirty-one (31) days following the expiration of the term hereof or any extension thereof including removal of all personnel and property.

SECTION 9. Insurance. Lessee is self-insured and does not carry or maintain commercial general liability insurance. A copy of the Lessee's Certificate of Self-Insurance is attached as **Exhibit C**. Lessor agrees to provide fire insurance on the building.

SECTION 10. Operational Costs; Maintenance. Lessee agrees to be responsible for all operational costs of the Program, including, but not limited to, costs of employees, utilities, materials and supplies, and equipment. Lessee shall be responsible for all daily facility care to both the buildings and the grounds of the Leased Premises. Lessee shall provide minor maintenance and repairs that can be performed by maintenance employees of the Program. Such maintenance and repairs shall comply with all applicable governmental building and installation codes.

SECTION 11. Utility Services and Water Quality Fees. Any applications and connections for necessary utility services on the Leased Premises shall be made in the name of Lessee only. Lessee shall be solely liable for utility charges as they become due, including, but not limited to, those for water, gas, electricity, cable, internet and telephone. Lessee shall also be responsible for the payment of water quality fees charged to the Leased Premises.

SECTION 12. Termination by Lessor. The occurrence of any of the following acts shall constitute an immediate, material, non-curable default by Lessee:

- a. Abandonment of the Leased Premises, except for causes of *force majeure* (i.e. acts of God, strikes, civil disturbances, wars, explosions, or acts beyond the reasonable control of Lessee); and
- b. Use of the Leased Premises in any manner other than use that is directly related to the Use of the Premises as set forth in Section 1. of this Lease.

SECTION 13. Sale of Leased Premises. In the event Lessor desires to sell the Leased Premises and terminate this Lease, it must give written notice at least nine (9) months prior to the proposed termination date. In the event the Lease is terminated early by Lessor, Lessor shall pay to Lessee the costs of the Improvements based upon a proportion of (i) the amount of time which has passed since the alterations or improvements were completed; and (ii) the amount of time remaining on the Lease at the time the alterations or Improvements were completed and shall allow Lessee to remove any movable structures, playground equipment, etc. as set forth in Section 5 above.

SECTION 14. Termination by Lessee. Lessee shall have the right to terminate this Lease Agreement for the following reasons:

- a. Loss of government funding. Notice of loss of government funding by Lessee shall be given to Lessor, in writing, as soon as practical after notice is received by Lessee. In the event Lessee exercises its right to terminate this Lease due to loss of government funding, Lessor shall not be obligated to pay the costs of Improvements on the Leased Premises otherwise required under Section 5; or
- b. Lessee gives nine (9) months' written notice of termination to Lessor.

SECTION 15. Force Majeure. The parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented by doing so by cause or causes beyond the parties control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services, or financing or through acts of God.

SECTION 16. Miscellaneous Provisions.

(a) Waiver. Any waiver by the parties of any default or breach of any one or more of the terms, conditions, or covenants of this Lease shall not be construed to be a waiver of any subsequent or other breach or default of the same or of any other term, covenant or condition of

this Lease. No delay, failure, or omission of Lessor to reenter the leased premises, to insist on strict enforcement of any term, covenant or condition, or to exercise any right, privilege or option arising from any breach or default shall impair any such right, privilege or option, or be construed as a waiver of or acquiescence in such breach.

(b) Entire Agreement. This Lease Agreement constitutes the entire agreement between the parties pertaining to this Lease Agreement and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendments of this Lease Agreement shall be binding unless executed in writing by the parties.

(c) Applicable Law. This Lease Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.

(d) Severability. If any provision of this Lease Agreement is held by a court of competent jurisdiction to be illegal or in conflict with an applicable law, the validity of the remaining provisions of this Agreement shall not be affected thereby.

(e) Sublease, Assignment, or Transfer. Lessee shall not sublet, assign or transfer this Lease or any interests therein to anyone without the express written permission of Lessor. Further, neither this Lease nor any interest herein shall be subject to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or receivership, unless a receivership is sought by Lessor.

(f) Notices. All notices and other communications given hereunder by the parties shall be in writing and shall be delivered personally or by mail, postage prepaid, to the addresses and parties as follows:

Lessor: Hamilton County Department of Education  
Attn: Director of Auxiliary Services  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421

A copy to: D. Scott Bennett, Esq.  
Flatiron Building  
Suite 300  
Chattanooga, Tennessee 37402

Lessee: City of Chattanooga  
Real Property of ECD  
1001 Lindsay Street  
Chattanooga, Tennessee 37402

A copy to: Office of the City Attorney  
100 E. 11<sup>th</sup> Street, Suite 200  
Chattanooga, Tennessee 37402

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year set forth above.

**LESSOR:**

HAMILTON COUNTY, TENNESSEE,  
BOARD OF EDUCATION

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSEE:**

CITY OF CHATTANOOGA, TENNESSEE

By: \_\_\_\_\_  
ANDY BERKE, *Mayor*

STATE OF TENNESSEE :  
:  
COUNTY OF HAMILTON :

Before me, the undersigned Notary Public for the state and county mentioned above, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he/she is the \_\_\_\_\_ of HAMILTON COUNTY, TENNESSEE, BOARD OF EDUCATION and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the organization by himself/herself as \_\_\_\_\_.

Witness my hand and seal, at office in, this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF TENNESSEE :  
:  
COUNTY OF HAMILTON :

Before me, the undersigned Notary Public for the state and county mentioned above, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he/she is the \_\_\_\_\_ of the CITY OF CHATTANOOGA and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the organization by himself/herself as \_\_\_\_\_.

Witness my hand and seal, at office in, this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



## **Exhibit B**

Head Start at Avondale

### **Stabilize peeling paint - \$10,000**

In order to maintain a safe environment, all paint in child and adult occupied spaces must be stabilized.

### **Asbestos abatement - \$2,485**

In order to maintain a safe and compliant environment, all asbestos that might be found through environmental toxin assessments must be abated.

### **HVAC in Policy Council Room - \$2,301.**

In order to maintain a usable Policy Council meeting space, HVAC must be repaired.

### **Electrical additions in Mental Health and Disabilities offices - \$5,650.**

These additions will allow for a more functional workspace, and will increase the capacity of these spaces to accommodate relocated staff.

### **Exit Doors at Policy Council Room - ~ \$8,000**

To allow for the safe use of the Policy Council Room.



**City of Chattanooga**  
Employee Benefits Division

**CERTIFICATE OF SELF-INSURANCE**

**This is to certify that the City of Chattanooga Government is a self-insurer in accordance with the Tennessee Governmental Tort Liability Act.**

**The funded Self-Insurance Plan is established under the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-403, et. seq., which establishes the limits of liability for governmental entities in the State of Tennessee. For all claims against a self-insuring governmental entity, the Act establishes a maximum limit of liability of Three Hundred Thousand (\$300,000.00) Dollars for bodily injury or death of any one (1) person in any one (1) accident, occurrence or act, and Seven Hundred Thousand (\$700,000.00) Dollars for bodily injury or death of all persons in any one (1) accident, occurrence or act, and One Hundred Thousand (\$100,000) Dollars for injury or destruction of property of others in any one (1) accident, occurrence or act. The provisions of the above limits shall apply to any action arising on or after July 1, 2007.**

By: Madeline Green  
**Madeline Green**  
**Director of Risk Management and Insurance**

## LEASE AGREEMENT

This Lease Agreement (this "Lease" or the "Lease") is made and entered into as of the last date of execution set forth below (the "Effective Date"), by and between the Hamilton County, Tennessee, Board of Education ("Lessor") and the City of Chattanooga, Tennessee, a municipal corporation ("Lessee").

### RECITALS

WHEREAS, Lessee desires to lease facilities from Lessor to operate the Head Start/Early Head Start Program; and

WHEREAS, Lessor has the appropriate authority to, and hereby agrees to, lease to Lessee that certain building containing approximately 16,501 square feet located at 4701 Divine Avenue, Chattanooga, Tennessee; and

WHEREAS, the Lessee proposes to make certain improvements to the Leased Premises.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Lessor and Lessee mutually agree as follows:

SECTION 1. Consideration; Leased Premises. Subject to the terms and conditions herein, Lessor hereby leases to Lessee, and Lessee accepts from Lessor, the premises described in **Exhibit A**, attached hereto and incorporated by this reference (the "Leased Premises"). In consideration of the valuable service provided to the citizens of Hamilton County by the City of Chattanooga, Department of Youth and Family Development Head Start/Early Head Start Program and in consideration of the desire of Hamilton County Schools to provide continuing education assistance to its citizens, Lessor does lease to Lessee, the structure and surrounding grounds currently used to house the Cedar Hill Head Start Center bearing the address of 4701 Divine Avenue, Chattanooga, Tennessee 37407.

SECTION 2. Lessee's Payment Consideration. The Lessee agrees to pay a lease payment for the Initial Term (defined below) of the Lease in the amount of One and No/100 Dollars (\$1.00). If the Lease is renewed as provided for in SECTION 3., Lessee shall pay an additional lease payment for each Renewal Term (defined below) in the amount of One and No/100 Dollars (\$1.00).

SECTION 3. Term. The initial term of this Lease shall commence on January 1, 2020 and shall end on December 31, 2020 (the "Initial Term"). Upon mutual written consent of the parties, Lessee shall have the right to renew this Lease for three (3) additional terms of one (1) year each immediately following the conclusion of the Initial Term (each, a "Renewal Term").

SECTION 4. Use of Premises. Lessee shall use the Leased Premises to operate the Head Start/Early Head Start Program (collectively, the "Program") in accordance with all city, county, state, and federal laws.

SECTION 5. Improvements to the Leased Premises. Lessee shall make all future necessary structural changes and improvements to the building and grounds to continue Lessee's use and occupancy and all repairs or maintenance necessary to comply with federal, state or local laws regulating childcare subject to Lessee's budgetary constraints. All improvements made by Lessee to the Leased Premises, other than personal property, shall, upon completion, immediately become the property of Lessor and shall remain with the Leased Premises upon the expiration or termination of this Lease. Notwithstanding the foregoing, any movable structures, playground equipment, improvements, alterations, or additions on the surrounding grounds purchased during the Initial Term or any Renewal Term of this Lease by Lessee may be removed by Lessee at any time within six (6) months of the date of expiration or termination of this Lease. Any personal property not removed by Lessee, then, upon the expiration or termination of this Lease, any such personal property remaining at the Leased Premises shall inure to Lessor's benefit and shall become a part of the Leased Premises and shall belong to Lessor absolutely thereafter.

SECTION 6. Specific Improvements to the Leased Premises. During the Initial Term, Lessee shall make the improvements to the Leased Premises as more particularly described on **Exhibit B** (the "Improvements"). On or prior to the Effective Date, Lessee shall submit to Lessor a plan for Lessee's Improvements (Lessee's Plan") containing a detailed description of the Improvements to be made by Lessee. The Lessee's Plan shall be subject to Lessor's written approval, which the Lessor agrees not unreasonably to withhold. Lessor's approval of Lessee's Plan shall in no event, unless expressly set forth in such approval, be deemed to create any obligations on the part of the Lessor to do any work or make the Improvements as set forth in **Exhibit B** or to authorize Lessee to make any further additions, improvements, or alterations to the Leased Premises, except as may be required by law. Lessor shall not be liable for the cost of the Improvements made by Lessee.

SECTION 7. Quiet Possession. The Lessor covenants to keep the Lessee in quiet possession of the Leased Premises during the term of this Lease.

SECTION 8. Termination and Holding Over. Upon termination of this Lease at the expiration of the Initial Term hereof or any Renewal Term, Lessee shall surrender the Leased Premises to Lessor in as good condition as received, ordinary wear and tear and damage by fire or other casualty excepted. Lessee covenants to Lessor that it shall vacate the Leased Premises on or before thirty-one (31) days following the expiration of the term hereof or any extension thereof including removal of all personnel and property.

SECTION 9. Insurance. Lessee is self-insured and does not carry or maintain commercial general liability insurance. A copy of the Lessee's Certificate of Self-Insurance is attached as **Exhibit C**. Lessor agrees to provide fire insurance on the building.

SECTION 10. Operational Costs; Maintenance. Lessee agrees to be responsible for all operational costs of the Program, including, but not limited to, costs of employees, utilities, materials and supplies, and equipment. Lessee shall be responsible for all daily facility care to both the buildings and the grounds of the Leased Premises. Lessee shall provide minor maintenance and repairs that can be performed by maintenance employees of the Program. Such maintenance and repairs shall comply with all applicable governmental building and installation codes.

SECTION 11. Utility Services and Water Quality Fees. Any applications and connections for necessary utility services on the Leased Premises shall be made in the name of Lessee only. Lessee shall be solely liable for utility charges as they become due, including, but not limited to, those for water, gas, electricity, cable, internet and telephone. Lessee shall also be responsible for the payment of water quality fees charged to the Leased Premises.

SECTION 12. Termination by Lessor. The occurrence of any of the following acts shall constitute an immediate, material, non-curable default by Lessee:

- a. Abandonment of the Leased Premises, except for causes of *force majeure* (i.e. acts of God, strikes, civil disturbances, wars, explosions, or acts beyond the reasonable control of Lessee); and
- b. Use of the Leased Premises in any manner other than use that is directly related to the Use of the Premises as set forth in Section 1. of this Lease.

SECTION 13. Sale of Leased Premises. In the event Lessor desires to sell the Leased Premises and terminate this Lease, it must give written notice at least nine (9) months prior to the proposed termination date. In the event the Lease is terminated early by Lessor, Lessor shall pay to Lessee the costs of the Improvements based upon a proportion of (i) the amount of time which has passed since the alterations or improvements were completed; and (ii) the amount of time remaining on the Lease at the time the alterations or Improvements were completed and shall allow Lessee to remove any movable structures, playground equipment, etc. as set forth in Section 5 above.

SECTION 14. Termination by Lessee. Lessee shall have the right to terminate this Lease Agreement for the following reasons:

- a. Loss of government funding. Notice of loss of government funding by Lessee shall be given to Lessor, in writing, as soon as practical after notice is received by Lessee. In the event Lessee exercises its right to terminate this Lease due to loss of government funding, Lessor shall not be obligated to pay the costs of Improvements on the Leased Premises otherwise required under Section 5; or
- b. Lessee gives nine (9) months' written notice of termination to Lessor.

SECTION 15. Force Majeure. The parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented by doing so by cause or causes beyond the parties control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services, or financing or through acts of God.

SECTION 16. Miscellaneous Provisions.

(a) Waiver. Any waiver by the parties of any default or breach of any one or more of the terms, conditions, or covenants of this Lease shall not be construed to be a waiver of any subsequent or other breach or default of the same or of any other term, covenant or condition of

this Lease. No delay, failure, or omission of Lessor to reenter the leased premises, to insist on strict enforcement of any term, covenant or condition, or to exercise any right, privilege or option arising from any breach or default shall impair any such right, privilege or option, or be construed as a waiver of or acquiescence in such breach.

(b) Entire Agreement. This Lease Agreement constitutes the entire agreement between the parties pertaining to this Lease Agreement and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendments of this Lease Agreement shall be binding unless executed in writing by the parties.

(c) Applicable Law. This Lease Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.

(d) Severability. If any provision of this Lease Agreement is held by a court of competent jurisdiction to be illegal or in conflict with an applicable law, the validity of the remaining provisions of this Agreement shall not be affected thereby.

(e) Sublease, Assignment, or Transfer. Lessee shall not sublet, assign or transfer this Lease or any interests therein to anyone without the express written permission of Lessor. Further, neither this Lease nor any interest herein shall be subject to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or receivership, unless a receivership is sought by Lessor.

(f) Notices. All notices and other communications given hereunder by the parties shall be in writing and shall be delivered personally or by mail, postage prepaid, to the addresses and parties as follows:

Lessor: Hamilton County Department of Education  
Attn: Director of Auxiliary Services  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421

A copy to: D. Scott Bennett, Esq.  
Flatiron Building  
Suite 300  
Chattanooga, Tennessee 37402

Lessee: City of Chattanooga  
Real Property of ECD  
1001 Lindsay Street  
Chattanooga, Tennessee 37402

A copy to: Office of the City Attorney  
100 E. 11<sup>th</sup> Street, Suite 200  
Chattanooga, Tennessee 37402

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year set forth above.

**LESSOR:**

HAMILTON COUNTY, TENNESSEE,  
BOARD OF EDUCATION

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSEE:**

CITY OF CHATTANOOGA, TENNESSEE

By: \_\_\_\_\_

ANDY BERKE, *Mayor*

STATE OF TENNESSEE :  
:  
COUNTY OF HAMILTON :

Before me, the undersigned Notary Public for the state and county mentioned above, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he/she is the \_\_\_\_\_ of HAMILTON COUNTY, TENNESSEE, BOARD OF EDUCATION and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the organization by himself/herself as \_\_\_\_\_.

Witness my hand and seal, at office in, this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF TENNESSEE :  
:  
COUNTY OF HAMILTON :

Before me, the undersigned Notary Public for the state and county mentioned above, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he/she is the \_\_\_\_\_ of the CITY OF CHATTANOOGA and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the organization by himself/herself as \_\_\_\_\_.

Witness my hand and seal, at office in, this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

# **EXHIBIT A**

Located in the City of Chattanooga of Hamilton County, Tennessee:

Beginning at a point located in the northwest intersection of E. 49<sup>th</sup> Street and Divine Street; thence west along the north line of E. 49<sup>th</sup> Street South 88 degrees 42 minutes West, a distance of 370.41 feet to a point; thence North 42 degrees 00 minutes West, a distance of 878 feet to a point; thence North 01 degree 26 minutes West, a distance of 734.36 feet to a point; thence North 88 degrees 42 minutes East, a distance of 405 feet to point; thence South 46 degrees 18 minutes East, a distance of 763.56 feet to a point in the west line of Divine Street; thence southwardly along the west line of Divine Street South 01 degree 17 minutes East, a distance of 860 feet to the point of beginning. All as shown on plat of record in Plat Book 40, Page 39, in the Register's Office of Hamilton County, Tennessee.

## **Exhibit “B”**

Head Start at Cedar Hill

### **Stabilize peeling paint - \$12,000**

In order to maintain a safe environment, all paint in child and adult occupied spaces must be stabilized.

### **Asbestos abatement - \$33,000**

In order to maintain a safe and compliant environment, all asbestos that might be found through environmental toxin assessments must be abated.

### **Roots in sewer -\$1,500**

In order to maintain property sewer function, roots will be removed from sewer lines and regular maintenance will be performed.

### **Camera upgrades with accompanying network - \$60,000**

To maintain a safe environment.



**City of Chattanooga**  
Employee Benefits Division

**CERTIFICATE OF SELF-INSURANCE**

**This is to certify that the City of Chattanooga Government is a self-insurer in accordance with the Tennessee Governmental Tort Liability Act.**

**The funded Self-Insurance Plan is established under the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-403, et. seq., which establishes the limits of liability for governmental entities in the State of Tennessee. For all claims against a self-insuring governmental entity, the Act establishes a maximum limit of liability of Three Hundred Thousand (\$300,000.00) Dollars for bodily injury or death of any one (1) person in any one (1) accident, occurrence or act, and Seven Hundred Thousand (\$700,000.00) Dollars for bodily injury or death of all persons in any one (1) accident, occurrence or act, and One Hundred Thousand (\$100,000) Dollars for injury or destruction of property of others in any one (1) accident, occurrence or act. The provisions of the above limits shall apply to any action arising on or after July 1, 2007.**

By: Madeline Green  
**Madeline Green**  
**Director of Risk Management and Insurance**

## LEASE AGREEMENT

This Lease Agreement (“Agreement”) is entered into as of the stated Effective Date by and between the Lessor and Lessee (collectively, “Parties”) identified in SECTION 1 for use of the lands as further identified in SECTION 1.

### RECITALS

WHEREAS, Lessee desires to lease property from Lessor to be used exclusively for the purpose as stated in SECTION 1; and

WHEREAS, Lessor has the appropriate authority to, and hereby agrees to lease to Lessee that certain property situated in the City of Chattanooga, Hamilton County, Tennessee and outlined in red on **Exhibit A**;

NOW, THEREFORE, in consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations of the parties as set forth herein, the parties agree as follows:

#### SECTION 1. General Terms.

<b>Effective Date</b>	January 1, 2020
<b>Leased Premises Address</b>	1510 Hamilton Avenue (“Leased Premises”) Chattanooga, TN
<b>Lessor</b>	Hamilton County Board of Education 3074 Hickory Valley Road Chattanooga, TN 37421
<b>Lessee</b>	City of Chattanooga, a Tennessee municipal corporation 101 East 11th Street Chattanooga, TN 37402
<b>Tax Map No.</b>	A portion of 126L-C-001 Outlined in red on <b>Exhibit A</b>
<b>Legal Description</b>	The Leased Premises occupy the property outlined in red on <b>Exhibit A</b> .

<b>Lease Term</b>	This Lease shall be in effect for a term of one (1) year from the Effective Date
<b>Lease Purpose</b>	Lessor authorizes the Lessee to demolish and remove the manufactured unit located on the Leased Premises, which is owned by Lessee. Lessee agrees to seed and straw the grounds following removal.
<b>Fair Market Rental Value Calculation</b>	Lessee shall pay to Lessor nominal rent in the amount of \$2.00 for the Lease Term.
<b>Notice to Lessor</b>	<p>Hamilton County Board of Education  Attn: Director of Auxiliary Services  3074 Hickory Valley Road  Chattanooga, TN 37421</p> <p>With a copy to:</p> <p>D. Scott Bennett, Esq.  Flatiron Building  Suite 300  Chattanooga, TN 37402</p>
<b>Notice to Lessee</b>	<p>City of Chattanooga  Real Property of ECD  1001 Lindsay Street  Chattanooga, TN 37402</p> <p>With a copy to:</p> <p>City of Chattanooga  Office of the City Attorney  100 East 11th Street, Suite 200  Chattanooga, TN 37402  (423) 643-8250</p>

SECTION 2. Leased Premises. Lessor leases to Lessee that certain property located at the above-stated leased premises address situated in Chattanooga, Tennessee, identified by Tax Map Number identified in SECTION 1 and outlined in red on the diagram attached hereto as **Exhibit A** and incorporated herein by reference.

SECTION 3. Consideration; Utilization of Leased Premises. It is expressly agreed to and understood by the Parties that the Leased Premises shall be used exclusively for the purpose as

defined in SECTION 1 as Lease Purpose, the purpose of which is authorized by the Lessor. Lessee shall not utilize the Leased Premises for any other purposes without the express written approval of Lessor. Lessee shall neither engage in nor allow illegal activities on the Leased Premises nor allow alcoholic beverages to be sold or consumed on the Leased Premises.

SECTION 4. Term. The Term of this Lease shall commence upon the Effective Date for the Lease Term as stated in SECTION 1. Either party may terminate this Lease at any time without cause upon giving the other party written notice of its intention to terminate, and such notice shall be received at least thirty (30) days prior to the termination date.

SECTION 5. Lease Payments. Lessee shall, during the Term of this Lease, pay to Lessor the net annual rent of Two Dollars (\$2.00) per year, with the annual payment due on the Effective Date of this Lease. All rents payable by Lessee to Lessor under this Lease shall be paid to Lessor at the Notice address specified in SECTION 1.

SECTION 6. Alterations. All improvements, additions, appliances, fixtures and all other property whatsoever kind or nature that is affixed to the Leased Premises and becomes attached to and a part of the Leased Premises, shall belong to the Lessor. Notwithstanding the foregoing, Lessee shall be entitled to move all playground equipment and any other equipment affixed to the Leased Premises that Lessee purchased with federal funds before termination of this Lease, or within thirty (30) days thereafter. All improvements that are not of a permanent nature and are not affixed to the Leased Premises shall continue to belong to the Lessee, or its sublessee, and may be removed by the Lessee in whole or in part at any time before the termination of this Lease, or within thirty (30) days thereafter. If Lessee desires to make improvements to the Leased Premises, it shall be required to submit a detailed description of the improvements to be made to Lessor (the

“Lessee’s Plan”). The Lessee’s Plan shall be subject to Lessor’s written approval. Lessor’s approval of Lessee’s Plan shall in no event, unless expressly set forth in such approval, be deemed to create any obligations on the part of the Lessor to do any work or make the improvements or to authorize Lessee to make any further additions, improvements, or alterations to the Leased Premises. In the event Lessor approves Lessee’s Plan, the Parties shall execute an amendment to this Lease setting forth the obligations of the Lessee with respect to the construction of improvements in accordance with Lessee’s Plan, which shall be attached as an exhibit to the lease amendment.

SECTION 7. Quiet Possession. The Lessor covenants to keep the Lessee in quiet possession of the Leased Premises during the term of this Lease.

SECTION 8. Termination and Holding Over. Upon termination of this Lease, at the expiration of the term hereof or any extension thereof, Lessee shall surrender the Leased Premises to Lessor in as good condition as received, ordinary wear and tear and damage by fire or other casualty excepted. Lessee covenants to Lessor that it shall vacate the Leased Premises on or before thirty (30) days following the expiration of the term hereof or any extension thereof including removal of all personal property. Any personal property of Lessee which is not removed from the Leased Premises after termination of this Lease or within thirty (30) days thereafter shall be deemed abandoned and may be disposed of by Lessor in any manner without accounting or being liable to Lessee.

SECTION 9. Insurance. Lessee is a self-insured entity and will provide the Lessor proof of same in the form of a Certificate of Self-Insurance.

SECTION 10. Assignment or Sublease. Lessee shall neither assign nor sublease the Leased Premises without the prior written approval of Lessor, which approval shall not be unreasonably withheld.

SECTION 11. Non-Discrimination. Lessee covenants to comply with all federal, county, and city laws and ordinances in regard to discrimination due to handicap, age, race, color, religion, sex, national origin, or any other classification protected by said laws.

SECTION 12. No Warranties. Lessee takes and accepts the Leased Premises from Lessor “AS IS,” that is at its condition as of the Effective Date of this Lease, upon the terms and conditions herein contained.

SECTION 13. Utility Services, Water Quality Fees and Taxes. Any applications and connections for necessary utility services on the Leased Premises shall be made in the name of Lessee only. Lessee shall be solely liable for utility charges as they become due, including, but not limited to, those for water, gas, electricity, telephone, and water quality fees assessed to the Leased Premises. It shall be a breach of this Lease to fail to keep such payments current.

SECTION 14. Laws and Ordinances. Lessee covenants to comply with all state, county, and city laws and ordinances, including those regarding nuisances insofar as the Leased Premises are concerned, and that the Lessee will not by any act of its agents or officers render the Lessor liable therefor.

SECTION 15. Possession. If this Lease should at any time become void or forfeited, no demand shall be necessary to a recovery of possession of the Leased Premises, and the Lessor shall be entitled to immediate possession.

SECTION 16. Right to Enter. The Lessor shall have the right to enter into and upon said Leased Premises or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs, additions, or alterations as may be necessary for the safety, comfort, and preservation thereof.

SECTION 17. Damage or Destruction. In the event the Leased Premises shall be damaged by fire, or other casualty, the Lessee shall give immediate notice thereof to the Lessor. This Lease shall, unless notice is given as set forth below, continue in full force and effect, and the Lessor shall, at its own expense, with reasonable promptness, subject to force majeure as defined in SECTION 23 and delays in making of insurance adjustments by Lessor, repair the Leased Premises. Lessor need not restore fixtures and improvements owned by Lessee or floor coverings, furnishings, personal property, and other decorative features furnished by Lessee. In the event the Leased Premises shall, before or after the Effective Date, be so damaged that the Lessor shall decide not to repair the same, or if the Lessor shall decide to demolish or rebuild the Leased Premises for any reason whatsoever, upon notice to Lessee, the term of this Lease shall cease and terminate effective as of the time of the damage, and the accrued rent, if any, shall be paid up to the time of the damage. All proceeds of insurance payable as a result of fire or other casualty shall be the sole property of the Lessor.

SECTION 18. Defaults. The occurrence of any of the following acts shall constitute an immediate, material, non-curable default by Lessee:

- a. Abandonment of the Leased Premises, except for causes of force majeure, as defined in the section entitled "Force Majeure;" and

b. Any attempted assignment, transfer, or sublease in violation of the preceding section entitled "Assignment and Sublease;"

c. Failure to pay rent as provided for herein or failure to perform any term, covenant, or condition of this Lease, other than those set forth in subparagraph A above, shall not constitute a default unless such breach is not cured within the time periods set forth below. Lessor shall give written notice to Lessee of such default and if Lessee does not cure any rent default within five (5) days, or other default within twenty (20) days, after the giving of such notice (or, if such default is of such a nature that it cannot be completely cured within such twenty (20) days), if Lessee does not commence such curing within twenty (20) days and thereafter proceed with reasonable diligence and in good faith to cure such defaults, then Lessor may terminate this Lease on not less than three (3) days' written notice to Lessee, and on the date specified in said notice the term of this Lease shall terminate, and Lessee shall then quit and surrender the Leased Premises to Lessor. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Leased Premises by any lawful means and remove Lessee or other occupants and their effects.

SECTION 19. Remedies. The Parties' remedies hereunder are not exclusive but cumulative to other remedies provided by law or in equity in the event of default.

SECTION 20. Surrender of Leased Premises on Termination. Lessee shall peaceably deliver possession of the Leased Premises to Lessor on the date of expiration or termination of this Lease, whatever the reason for termination. Lessor shall have the right to re-enter and take

possession of the Leased Premises on the date termination becomes effective without further notice of any kind and without instituting summary or regular legal proceedings.

SECTION 21. No Waiver. Any waiver by the Parties of any default or breach of any one or more of the terms, conditions, or covenants of this Lease shall be in writing and shall not be construed to be a waiver of any subsequent or other breach or default of the same or of any other term, covenant, or condition of this Lease. No delay, failure, or omission of Lessor to re-enter the Leased Premises, to insist on strict enforcement of any term, covenant, or condition, or to exercise any right, privilege or option arising from any breach or default shall impair any such right, privilege or option or be construed as a waiver of or acquiescence in such breach of default.

SECTION 22. Force Majeure. Lessor shall be excused for the period of any delay in the performance of any obligation hereunder when prevented by doing so by cause or causes beyond Lessor's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services, or financing or through acts of God.

SECTION 23. Notices. All notices and other communications given hereunder by the Parties shall be in writing and shall be delivered personally or by mail, postage prepaid, and the date of any notice by certified mail shall be deemed the date of certification thereof delivered by or addressed to the Parties set forth in SECTION 1.

SECTION 24. Other Provisions.

24.1 Applicable Law. This Lease shall be construed and interpreted pursuant to the laws of the State of Tennessee. Should there be any provision thereof to be invalid, illegal, or

unenforceable by a court of competent jurisdiction, the legality, validity, and enforcement of the remaining provisions shall not be affected, but shall continue in full force and effect. Any disputes between the Parties and/or default by Lessee may only be submitted to a court of competent jurisdiction in Hamilton County, Tennessee, and the prevailing party shall be entitled to recover all costs, expenses, and legal fees in defending such legal action.

24.2 Entire Agreement. This Lease represents and constitutes the entire understanding between the parties and supersedes all other leases, agreements, and communications between the Parties, whether oral or written, concerning the subject matter herein. Any amendment to this Lease must be in writing and adopted by lawful resolution of the respective governing bodies to be bound thereby.

24.3 Binding Effect. The terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

24.4 Headings. Section headings are for convenience of reference only and shall not limit or otherwise affect the meanings of this Lease.

IN WITNESS WHEREOF, the Parties have executed this Lease on the effective date, at Chattanooga, Hamilton County, Tennessee.

LESSOR:	HAMILTON COUNTY BOARD OF EDUCATION  BY: _____  NAME/TITLE: _____
LESSEE:	CITY OF CHATTANOOGA  BY: _____  NAME/TITLE: Andy Berke, Mayor

# Chattanooga



PORTION OF 126L-C-001

0 200.00 400.00 Feet

NAD\_1983\_StatePlane\_Tennessee\_FIPS\_4100\_Feet  
© Latitude Geographics Group Ltd.



Legend  
 Parcels

## Exhibit "A"

Disclaimer: This map is to be used for reference only, and no other use or reliance on the same is authorized. This map was automatically generated using H-CGIS Mapping System. Parcel lines are shown for reference only and are not intended for conveyances, nor is it intended to substitute for a legal survey or property abstract.

## LEASE AGREEMENT

This Lease Agreement (this "Lease" or the "Lease") is made and entered into as of the last date of execution set forth below (the "Effective Date"), by and between the Hamilton County, Tennessee, Board of Education ("Lessor") and the City of Chattanooga, Tennessee, a municipal corporation ("Lessee").

### RECITALS

WHEREAS, Lessee desires to lease facilities from Lessor to operate the Head Start/Early Head Start Program; and

WHEREAS, Lessor has the appropriate authority to, and hereby agrees to, lease to Lessee that certain building containing approximately 17,580 square feet located at 9517 W. Ridge Trail Road, Chattanooga, Tennessee; and

WHEREAS, the Lessee proposes to make certain improvements to the Leased Premises.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Lessor and Lessee mutually agree as follows:

SECTION 1. Consideration; Leased Premises. Subject to the terms and conditions herein, Lessor hereby leases to Lessee, and Lessee accepts from Lessor, the premises described in **Exhibit A**, attached hereto and incorporated by this reference (the "Leased Premises"). In consideration of the valuable service provided to the citizens of Hamilton County by the City of Chattanooga, Department of Youth and Family Development Head Start/Early Head Start Program and in consideration of the desire of Hamilton County Schools to provide continuing education assistance to its citizens, Lessor does lease to Lessee, the structure and surrounding grounds currently used to house the Daisy Head Start Center bearing the address 9517 W. Ridge Trail Road, Chattanooga, Tennessee 37407.

SECTION 2. Lessee's Payment Consideration. The Lessee agrees to pay a lease payment for the Initial Term (defined below) of the Lease in the amount of One and No/100 Dollars (\$1.00). If the Lease is renewed as provided for in SECTION 3., Lessee shall pay an additional lease payment for each Renewal Term (defined below) in the amount of One and No/100 Dollars (\$1.00).

SECTION 3. Term. The initial term of this Lease shall commence on January 1, 2020 and shall end on December 31, 2020 (the "Initial Term"). Upon mutual written consent of the parties, Lessee shall have the right to renew this Lease for three (3) additional terms of one (1) year each immediately following the conclusion of the Initial Term (each, a "Renewal Term").

SECTION 4. Use of Premises. Lessee shall use the Leased Premises to operate the Head Start/Early Head Start Program (collectively, the "Program") in accordance with all city, county, state, and federal laws.

SECTION 5. Improvements to the Leased Premises. Lessee shall make all future necessary structural changes and improvements to the building and grounds to continue Lessee's use and occupancy and all repairs or maintenance necessary to comply with federal, state or local laws regulating childcare subject to Lessee's budgetary constraints. All improvements made by Lessee to the Leased Premises, other than personal property, shall, upon completion, immediately become the property of Lessor and shall remain with the Leased Premises upon the expiration or termination of this Lease. Notwithstanding the foregoing, any movable structures, playground equipment, improvements, alterations, or additions on the surrounding grounds purchased during the Initial Term or any Renewal Term of this Lease by Lessee may be removed by Lessee at any time within six (6) months of the date of expiration or termination of this Lease. Any personal property not removed by Lessee, then, upon the expiration or termination of this Lease, any such personal property remaining at the Leased Premises shall inure to Lessor's benefit and shall become a part of the Leased Premises and shall belong to Lessor absolutely thereafter.

SECTION 6. Specific Improvements to the Leased Premises. During the Initial Term, Lessee shall make the improvements to the Leased Premises as more particularly described on **Exhibit B** (the "Improvements"). On or prior to the Effective Date, Lessee shall submit to Lessor a plan for Lessee's Improvements (Lessee's Plan") containing a detailed description of the Improvements to be made by Lessee. The Lessee's Plan shall be subject to Lessor's written approval, which the Lessor agrees not unreasonably to withhold. Lessor's approval of Lessee's Plan shall in no event, unless expressly set forth in such approval, be deemed to create any obligations on the part of the Lessor to do any work or make the Improvements as set forth in **Exhibit B** or to authorize Lessee to make any further additions, improvements, or alterations to the Leased Premises, except as may be required by law. Lessor shall not be liable for the cost of the Improvements made by Lessee.

SECTION 7. Quiet Possession. The Lessor covenants to keep the Lessee in quiet possession of the Leased Premises during the term of this Lease.

SECTION 8. Termination and Holding Over. Upon termination of this Lease at the expiration of the Initial Term hereof or any Renewal Term, Lessee shall surrender the Leased Premises to Lessor in as good condition as received, ordinary wear and tear and damage by fire or other casualty excepted. Lessee covenants to Lessor that it shall vacate the Leased Premises on or before thirty-one (31) days following the expiration of the term hereof or any extension thereof including removal of all personnel and property.

SECTION 9. Insurance. Lessee is self-insured and does not carry or maintain commercial general liability insurance. A copy of the Lessee's Certificate of Self-Insurance is attached as **Exhibit C**. Lessor agrees to provide fire insurance on the building.

SECTION 10. Operational Costs; Maintenance. Lessee agrees to be responsible for all operational costs of the Program, including, but not limited to, costs of employees, utilities, materials and supplies, and equipment. Lessee shall be responsible for all daily facility care to both the buildings and the grounds of the Leased Premises. Lessee shall provide minor maintenance and repairs that can be performed by maintenance employees of the Program. Such maintenance and repairs shall comply with all applicable governmental building and installation codes.

SECTION 11. Utility Services and Water Quality Fees. Any applications and connections for necessary utility services on the Leased Premises shall be made in the name of Lessee only. Lessee shall be solely liable for utility charges as they become due, including, but not limited to, those for water, gas, electricity, cable, internet and telephone. Lessee shall also be responsible for the payment of water quality fees charged to the Leased Premises.

SECTION 12. Termination by Lessor. The occurrence of any of the following acts shall constitute an immediate, material, non-curable default by Lessee:

- a. Abandonment of the Leased Premises, except for causes of *force majeure* (i.e. acts of God, strikes, civil disturbances, wars, explosions, or acts beyond the reasonable control of Lessee); and
- b. Use of the Leased Premises in any manner other than use that is directly related to the Use of the Premises as set forth in Section 1. of this Lease.

SECTION 13. Sale of Leased Premises. In the event Lessor desires to sell the Leased Premises and terminate this Lease, it must give written notice at least nine (9) months prior to the proposed termination date. In the event the Lease is terminated early by Lessor, Lessor shall pay to Lessee the costs of the Improvements based upon a proportion of (i) the amount of time which has passed since the alterations or improvements were completed; and (ii) the amount of time remaining on the Lease at the time the alterations or Improvements were completed and shall allow Lessee to remove any movable structures, playground equipment, etc. as set forth in Section 5 above.

SECTION 14. Termination by Lessee. Lessee shall have the right to terminate this Lease Agreement for the following reasons:

- a. Loss of government funding. Notice of loss of government funding by Lessee shall be given to Lessor, in writing, as soon as practical after notice is received by Lessee. In the event Lessee exercises its right to terminate this Lease due to loss of government funding, Lessor shall not be obligated to pay the costs of Improvements on the Leased Premises otherwise required under Section 5; or
- b. Lessee gives nine (9) months' written notice of termination to Lessor.

SECTION 15. Force Majeure. The parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented by doing so by cause or causes beyond the parties control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services, or financing or through acts of God.

SECTION 16. Miscellaneous Provisions.

(a) Waiver. Any waiver by the parties of any default or breach of any one or more of the terms, conditions, or covenants of this Lease shall not be construed to be a waiver of any subsequent or other breach or default of the same or of any other term, covenant or condition of this Lease. No delay, failure, or omission of Lessor to reenter the leased premises, to insist on strict enforcement of any term, covenant or condition, or to exercise any right, privilege or option arising from any breach or default shall impair any such right, privilege or option, or be construed as a waiver of or acquiescence in such breach.

(b) Entire Agreement. This Lease Agreement constitutes the entire agreement between the parties pertaining to this Lease Agreement and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendments of this Lease Agreement shall be binding unless executed in writing by the parties.

(c) Applicable Law. This Lease Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.

(d) Severability. If any provision of this Lease Agreement is held by a court of competent jurisdiction to be illegal or in conflict with an applicable law, the validity of the remaining provisions of this Agreement shall not be affected thereby.

(e) Sublease, Assignment, or Transfer. Lessee shall not sublet, assign or transfer this Lease or any interests therein to anyone without the express written permission of Lessor. Further, neither this Lease nor any interest herein shall be subject to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or receivership, unless a receivership is sought by Lessor.

(f) Notices. All notices and other communications given hereunder by the parties shall be in writing and shall be delivered personally or by mail, postage prepaid, to the addresses and parties as follows:

Lessor: Hamilton County Department of Education  
Attn: Director of Auxiliary Services  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421

A copy to: D. Scott Bennett, Esq.  
Flatiron Building  
Suite 300  
Chattanooga, Tennessee 37402

Lessee: City of Chattanooga  
Real Property of ECD  
1001 Lindsay Street  
Chattanooga, Tennessee 37402

A copy to: Office of the City Attorney  
100 E. 11<sup>th</sup> Street, Suite 200  
Chattanooga, Tennessee 37402

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year set forth above.

**LESSOR:**

HAMILTON COUNTY, TENNESSEE,  
BOARD OF EDUCATION

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSEE:**

CITY OF CHATTANOOGA, TENNESSEE

By: \_\_\_\_\_  
ANDY BERKE, *Mayor*

STATE OF TENNESSEE :  
:  
COUNTY OF HAMILTON :

Before me, the undersigned Notary Public for the state and county mentioned above, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he/she is the \_\_\_\_\_ of HAMILTON COUNTY, TENNESSEE, BOARD OF EDUCATION and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the organization by himself/herself as \_\_\_\_\_.

Witness my hand and seal, at office in, this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF TENNESSEE :  
:  
COUNTY OF HAMILTON :

Before me, the undersigned Notary Public for the state and county mentioned above, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he/she is the \_\_\_\_\_ of the CITY OF CHATTANOOGA and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the organization by himself/herself as \_\_\_\_\_.

Witness my hand and seal, at office in, this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

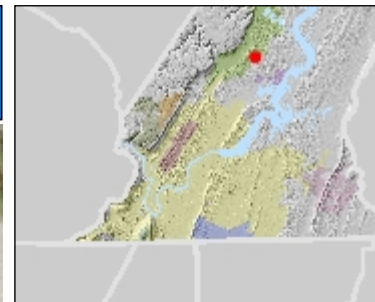
My Commission Expires:

\_\_\_\_\_

# Chattanooga



Portion of Parcel 066M-D-014



### Legend

□ Parcels

0 200.00 400.0Feet



NAD\_1983\_StatePlane\_Tennessee\_FIPS\_4100\_Feet  
© Latitude Geographics Group Ltd.



Disclaimer: This map is to be used for reference only, and no other use or reliance on the same is authorized. This map was automatically generated using HCGIS Mapping System. Parcel lines are shown for reference only and are not intended for conveyances, nor is it intended to substitute for a legal survey or property abstract.

## **Exhibit B**

Head Start at Daisy

### **HVAC on Trailer - \$8,000**

To create usable space.

### **Improve exterior lighting - \$3,375.**

To maintain a safe environment.

### **Camera upgrades with accompanying network - \$55,000**

To maintain a safe environment.

### **Gutter and Downspouts - ~ \$5,000**

To maintain an operational building.



**City of Chattanooga**  
Employee Benefits Division

**CERTIFICATE OF SELF-INSURANCE**

**This is to certify that the City of Chattanooga Government is a self-insurer in accordance with the Tennessee Governmental Tort Liability Act.**

**The funded Self-Insurance Plan is established under the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-403, et. seq., which establishes the limits of liability for governmental entities in the State of Tennessee. For all claims against a self-insuring governmental entity, the Act establishes a maximum limit of liability of Three Hundred Thousand (\$300,000.00) Dollars for bodily injury or death of any one (1) person in any one (1) accident, occurrence or act, and Seven Hundred Thousand (\$700,000.00) Dollars for bodily injury or death of all persons in any one (1) accident, occurrence or act, and One Hundred Thousand (\$100,000) Dollars for injury or destruction of property of others in any one (1) accident, occurrence or act. The provisions of the above limits shall apply to any action arising on or after July 1, 2007.**

By: Madeline Green  
**Madeline Green**  
**Director of Risk Management and Insurance**

E. Chief Equity Officer - Dr. Marsha Drake

1. Bullying Report - Karen Glenn, STAR/Safe Learning

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

**MEMORANDUM**

**TO:** Hamilton County Board of Education

Bryan Johnson, ED.D.  
Superintendent

**FROM:** Marsha Drake, Ed.D.  
Chief Equity Officer

Karen Glenn  
STARS/Safe Learning

**DATE:** December 19, 2019

**RE:** First Quarter Bullying Compliance Report

Attached is Hamilton County Schools' 1<sup>st</sup> Quarter Bullying Prevention Compliance Report for the 2019-2020 school year. Upon request, Karen Glenn will respond to any questions relative to this report.

# Hamilton County Department of Education

## Bullying/Harassment Compliance Report

10/4/2019

	2015-2016 Year-End Total	2016-2017 Year-End Total	2017-2018 Year-End Total	2018-2019 Year-End Total	2019-2020 1st Quarter
# of Reported Confirmed Cases	322	217	203	164	45
School Corrective Plan Provided	322	217	203	164	45
# Based on Race, Color or National Origin	10	23	8	10	2
# Based on Sex or Gender	39	29	17	14	7
# Based on Disability	7	6	15	13	1
# Using Electronic Technology	49	56	42	45	8
# Still Pending	0	0	0	0	0
# Involving Suspensions (less than 10 days)	146	88	81	56	15
# Involving Suspension (more than 10 days)	5	23	14	13	2
# Involving Discipline Other Than Suspension	195	155	117	98	28

### **S+A19:G30staff / Student Training**

#### **Staff training:**

*HR Canvas Course developed for Bullying Prevention/Title IX Compliance training for all staff*

*450 staff trained during inservice*

*150 staff were engaged in the two-day Equity Summer Institute*

#### **Student training:**

*361 engaged in empathy-based Move2Stand; eight schools scheduled for second quarter*

*20 high school teams scheduled to attend Superintendent's Youth Summit*

*1,340 fifth grade students signed "Kindness Matters" pledge; 36 recognized for "kind" deeds.*

*36 middle students trained as peer mediators*

F. Chief of Staff - Dr. Nakia Towns Edwards

1. Board Policies - First and Final Reading

a. Board Policy 6.500 - Special Education Students

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

**MEMORANDUM**

**TO:** Hamilton County Board of Education

Dr. Bryan Johnson  
Superintendent

**FROM:** Dr. Nakia Towns Edwards  
Chief of Staff

Garfield Adams  
Director of Exceptional Education

**DATE:** December 12, 2019

**RE:** First and Final Reading  
Recommended Addition to Board Policy

This new proposed policy is being present to reflect current state policies and procedures and should be adopted to have accurate policy.

<b>No.</b>	<b>Policy #</b>	<b>Policy Title</b>	<b>Proposed Revisions</b>
1	6.500	Special Education Students	New LEA policies and procedures governing to use of isolation and restraints of Special Education Students

This addition is presented for Board approval via first and final reading at the December regular session.

# Hamilton County Board of Education

Monitoring: Review: Annually in May	Descriptor Term: <b>Special Education Students</b>	Descriptor Code: 6.500	Issued Date: 12/12/19
		Rescinded:	Revised:

1 Special education students between the ages of three (3) and twenty-one (21), inclusive, shall receive the  
2 benefit of a free appropriate public education. These students shall be educated with the general student  
3 population to the maximum extent appropriate and should be placed in separate or special classes only  
4 when the severity of the disability is such that education in regular classes, even with the use of  
5 supplementary aids and services, cannot be accomplished satisfactorily.<sup>1</sup>

6 Eligibility standards and options of service for special education services shall be based upon the criteria  
7 specified in state regulations.<sup>2</sup>

8 Students receiving special education services shall not be restrained, except as permitted by state law  
9 and regulations.<sup>3,4</sup> The Director of Schools shall develop administrative procedures to govern the  
10 following:

- 11 1. Personnel authorized to use isolation and restraint;
- 12
- 13 2. Training requirements for personnel working with special education students; and
- 14
- 15 3. Incident reporting procedures.<sup>4</sup>
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#### Legal References:

- 34 1. TCA 49-10-103(c)
- 35 2. TRR/MS 0520-01-09-.01
- 36 3. TCA 49-10-1301 to 1307
- 37 4. TRR/MS 0520-01-09-.23
- 38
- 39

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#### Cross References:

- Exceptional Education 4.202
- Compulsory Attendance Ages 6.201
- Alternative School Programs 6.310

G. Chief Talent Officer - Keith Fogleman  
1. Differentiated Pay Plan (2019-2020)

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 Hickory Valley Road  
Chattanooga, TN 37421  
(423) 498-7020**

MEMORANDUM

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

FROM: Keith Fogleman, Chief Talent Officer

DATE: December 12, 2019

RE: Differentiated Pay Plan (2019-2020)

Please find the attached the Differentiated Pay Plan for 2019 - 2020.

Changes from the 2018-2019 plan include:

- Recognition of new salary scales for Bachelors and Advanced Degrees agreed upon during Collaborative Conferencing;
- Completed 1-year Hard-to-Staff subject pilot at Priority Middle and High Schools for 6-12 Math teachers during 2018-2019 school year.

We request your approval of this plan for submission to the State Board of Education.

Thank you in advance for your consideration of this request. Please do not hesitate to contact me if you have any questions.

Differentiated Element	Description	Compensation Type and Size	Reach
<b>Summary Description</b>	<b>Describe how the district will differentiate for this element. Include the criteria for receiving the award. (NOTE: All activities and compensation are subject to the availability of funding...)</b>	<b>Will the compensation be given as a bonus or a base pay increase? How much will qualifying teachers receive?</b>	<b>How many are eligible for? How many estimate will receive the award?</b>
Additional Instructional Roles or Responsibilities	The district will compensate all certificated instructors serving as Grade Level Chairpersons (Elementary), Team Leaders (Middle School), and Department Chairpersons (High School).	The compensation will be at a rate of \$15 per month, per instructor within the Chairperson's or Team Leader's responsibility - for a total of \$150 yearly per teacher in their department. This supplement will be paid twice annually, at the end of each semester.	All certificated employees are eligible. School principals are responsible for the selection of Team Leaders and Chairpersons. Received by approx. 545.
	The district will compensate all certificated instructors serving as their school-based Technology Contact (TC).	The designated school-based TC will be compensated at a rate of \$15 per certificated employee per school. This supplement will be paid twice yearly - at the end of each semester.	All certificated employees are eligible. School principals are responsible for the selection of the TC within their school. Received by approx. 77.
	The district agrees to pay a stipend to teachers for attendance at selected PD activities outside the normal school day and/or calendar.	Compensation – at a minimum of \$20 hourly – will be paid as a bonus upon verification of attendance.	All certificated employees are eligible. Received by approx. 750.
	As part of our "Project Inspire" math and science residency program, the district will compensate each Clinical Instructor for their additional work with their assigned resident(s) and for completion of five additional summer in-service dates.	Clinical Instructors will be compensated \$4,000 annually for one resident, and \$6,000 if they are assigned two residents. This will be paid as a supplemental bonus, twice yearly – at the end of each semester.	All certified employees are eligible. Available position(s) are posted district-wide and are one-year only placements. Received by approx. 24..
	Lead Literacy and Lead Math Instructors will be assigned to all elementary and Opportunity Zone schools. These teachers work an extended calendar which includes ten additional days.	Lead teachers will be paid their regular daily rate of pay for each of the additional ten days worked.	All certificated employees are eligible. Available positions are posted district wide. Received by approx. 55.
	Lead Teachers - selected by the Exceptional Education Department - assist district-wide in instructional modification and procedural compliance. These teachers work an extended calendar of up to forty additional days.	Same as above.	Same as above. Received by approx. 12.

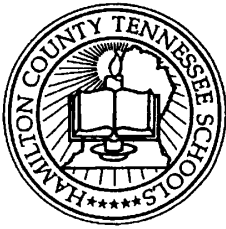
Experience	The district will award step increases for each year of experience. See attached salary schedule for specific step amounts.	Each teacher will earn a yearly step increase for years of experience. This is a base-pay increase.	All certificated employees at steps 1-17, 19, and 25 on Bachelors and Doctorate scales are eligible. All certificated employees at steps 1-30 on the Advanced Degree scale are eligible. Received by approx. 2,500.
	The district will differentiate the pay of administrators based on their years of experience as an administrator - up to 15 years - in the Hamilton County Department of Education.	A first-year administrator will receive \$750 added to their base pay prior to the administrative index being applied. This amount subsequently increases by \$250 yearly (up to 15 years), provided that the employee remains an HCDE administrator.	All administrators are eligible. Received by approx. 182.
Other	In an effort to encourage teachers to complete the rigorous evaluation process to become a National Board Certified Teacher, HCDE will pay a yearly bonus of \$4,000 to National Board Certified Teachers.	Compensation will be given as a bonus in two separate \$2,000 installments, paid at the end of each semester.	All teachers in content areas recognized by the National Board for Professional Teaching Standards are eligible. Received by approx. 55.
	In an effort to increase teacher attendance and thereby improve student achievement, the district agrees to pay up to \$40 per unused accrued sick leave day at the time of an employee's retirement.	This compensation is paid out in the form of a bonus, after an eligible employee's retirement. The teacher will receive \$20 to \$40 per unused day, depending upon date of retirement notification.	All employees eligible at retirement age/service time are eligible. Received by approx. 100.
	District administrators are compensated based on their school size and grade-level(s). Differentiation of schools is noted as follows: <u>Class I School</u> (0-400 students) <u>Class II School</u> (401-1000 students) <u>Class III School (1001+ Students)</u> <u>Type I</u> (Elementary) <u>Type II</u> (Middle School) <u>Type III</u> (High School/Voc. Center)	Compensation is indexed and added to base salary. It is dependent upon school assignment and enrollment on a yearly basis.	All school-based administrators are eligible for this differentiation. Received by approx. 155.
	Teachers leading extra-curricular activities will be paid a supplement for their additional time spent working with students.	Compensation is calculated as a percent of the employee's base salary, and is dependent on which extra-curricular activity is being led. Payment is made in ten equal monthly installments, from September through June, annually.	All certificated employees are eligible. Received by approx. 435.
Hard-to-Staff Schools and Subjects	A sign-on and incentive bonus for designated hard to fill positions in the amount of \$2,000 dollars up to \$4,000 dollars. Those designated hard to fill positions in Title Schools shall include Physics, Chemistry, Math (7-12), Self-Contained-Exceptional Education, and SLP.	Bonus will be paid at the beginning of the subsequent school year. Educators must sign an agreement to remain in the school for at least one year or repay the bonus.	The certified educator must provide active Tennessee teacher license documentation in the content/grade area for which he/she will be teaching. Available for approx. 30 educators.

Priority Schools Principal Leadership Retention Incentive	A retention incentive of \$12,000 is available for Principals who earn a TVAAS school wide composite score of level 3, 4 or 5.	Bonus will be paid at the beginning of the subsequent school year once school level data is available.	Principals at Priority Schools are eligible to receive the bonus. The program continues through school year 2020-2021.
Priority Schools Principal Leadership Recruitment Incentive	An incentive of \$15,000 is available for Principals recruited and hired to lead a Priority School for school year 2018-2019.	Bonus will be paid after employment at the school begins.	Principals recruited to lead Priority Schools are eligible to receive the bonus for 2018-2019 and 2019-2020 school years.

IX. Administrative Business Matters

A. Chief Schools Officer - Dr. Justin Robertson

1. \*\*Textbook Adoption Committees



**HAMILTON COUNTY DEPARTMENT OF EDUCATION**  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421  
423/209-8400

---

**TO:** Members of the Board of Education

**FROM:** Dr. Justin Robertson, Chief of Schools  
Yvette Stewart, Director of Elementary Teaching & Learning  
Chrissy Easterly, Director of Middle School Teaching & Learning  
Jamie Parris, Director of High School Teaching & Learning

**DATE:** December 12, 2019

**SUBJECT:** Textbook Adoption Committees

In accordance with state law and guidelines, we seek your approval for the following textbook committees to work on selecting English/Language Arts curriculum resources. The committees will work to bring the best available instructional resources for your approval at the April 2020 Board Meeting. We recommend approval for the committees listed below to begin the work in January 2020.

**Elementary School Committee Gr. K-5**

Melanie Atchley, Brown Academy	Stacy Ivey, Apison
Susan Bagli, Lakeside Academy	Kimberly Jackson, Orchard Knob
Rebecca Barnes, North Hamilton	Tarah Kemp, DuPont
Mary Beaty, Daisy	Megan Methvin, Thrasher
Tabitha Beck, Red Bank	Kerry Moore, Clifton Hills
Allison Blankenship, Daisy	Esmeralda Rivera, Ooltewah
Betsy Burcham, East Ridge	Brittany Roberts, Alpine Crest
Jamie Burnes, Hillcrest	Lindie Roden, Nolan
Jamie Cate – Soddy	Constance Rutherford, Hixson
Alesia Cross, Shepherd	Colleen Ryan, Rivermont
Stacey Culver, North Hamilton	Ashley Smithey, McConnell
Maria Hansen, East Brainerd	Amanda Stanford, Wolftever Creek
Iris Harris, Smith	Kassie Swafford, Snow Hill
Luanda Harrold, Hardy	Zach Tufts, East Side
Steven Hinkle, East Brainerd	Tanya Watkins, Ooltewah
Megan Howard, Lookout Valley	Erynn Wheatley-Cash, Donaldson
	Bonnie Hensley, Parent

**Middle School Committee Gr. 6-8**

Carrie Bishop, Hixson Middle  
Laura Bishop, Tyner Middle Academy  
Sarah Candler, Ooltewah Middle  
Tandra Garrett, East Lake Academy  
Josh Goslowsky, CSAS  
Laura Hamilton, East Ridge Middle  
Jessica Holloway, Hixson Middle  
Jennifer Horton, Soddy Daisy Middle  
Jared McKeenan, East Hamilton Middle  
Jane Mitchell, Normal Park  
Angela Roundy, Signal Mountain Middle  
Jane Varnell, CSLA  
Mary Neely, Parent

**High School Committee Gr. 9-12**

Caitlin Brooks, Sale Creek High  
Amy Clay, Sequoyah High  
Ashley Cox, Howard  
Kerri Formont, Ooltewah High  
Annie Jernigan, Hixson High  
Jill McBryar, Lookout Valley High  
Kristy Myhan, East Ridge High  
Kevin Parsons, Central High  
Kristin Robertson, Signal Mountain High  
David Sneed, Soddy Daisy High  
Michelle Walker, East Hamilton High  
Tiffany Wiltshire, Tyner Academy  
Joe Lance, Parent

B. Director of Maintenance and Operations - Justin Witt

1. \*\*Chiller Replacement at Chattanooga High School Center for Creative Arts
- 2.

3. Correct the recommendation awarding the Bid 20-19/CCA Chiller. It should have stated Hobbs and Associates (tab sheet)

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

**MEMORANDUM**

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

**FROM:** Justin Witt

**DATE:** December 12, 2019

**RE:** **Bid File 20-17-CCA Chiller**

Bids were received on November 20, 2019 for the Chiller Replacement at Chattanooga High School Center for Creative Arts.

I recommend approval of the bid in the amount of \$169,000.00 from Hobbs & Associates per the attached recommendation from Campbell & Associates.

Funding provided from Capital Funds.

Attachments: Recommendation Letter  
Bid Tabulation



**CAMPBELL &  
ASSOCIATES, INC.**  

---

**CONSULTING ENGINEERS**

December 2, 2019

Mr. Justin Witt  
Hamilton County Department of Education  
2501 Dodds Avenue  
Chattanooga, TN 37401

Subject: **Bid Recommendation Letter**  
Chiller Replacement for Chattanooga High School Center for Creative Arts  
HC Bid File# 20-17  
C&A Project # 19-011

Dear Justin:

Pursuant to the invitation to bid for the above subject project, bids were received at 11:00 am EST Wednesday November 20<sup>th</sup>, 2019 from equipment vendors. There were two bidders: Trane US Inc. and Hobbs & Associates. Trane's bid was for \$1847,474 and Hobb's bid was for \$169,000. We have reviewed the submittals for the chillers and find them to have similar performance characteristics. We are therefore making the following recommendation: We recommend the award of the base bid in the amount of \$169,000 to Hobb's & Associates Inc. of Chattanooga.

A copy of the Bid Tab and the original bid envelopes were left with the HCDE purchasing department following the bid opening.

Should you have any questions or comments, please do not hesitate to contact me.

Very truly yours,

Matthew J. Williams, P.E., LEED AP  
President  
**CAMPBELL & ASSOCIATES, INC.**

MJW/sc



C. Chief Business Officer - Brent Goldberg

1. \*\*Short Term Disability Insurance



**HAMILTON  
COUNTY  
SCHOOLS**

**Hamilton County Department of Education**  
3074 Hickory Valley Rd  
Chattanooga, TN 37421  
(423) 498-6577

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**Memorandum**

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

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

**Date:** December 12, 2019

**Re:** RFP 20-16 – Short Term Disability Insurance

Board approval is recommended to award RFP 20-16 to Standard Insurance Company for short term disability insurance coverage. The proposal from Standard Insurance Company was scored by a committee as the best proposal according to the criteria established by the request for proposals. The committee included a representative from the Hamilton County Education Association.

The Standard Insurance Company currently administers the Board's long-term disability program. The new short-term disability program will be a Board paid benefit that will replace the current Sick Leave Bank program. Employee's will also have the option to voluntarily purchase additional short-term disability coverage through payroll deduction.

The cost of the program is based on the number of employees enrolled each month and is estimated to be approximately \$58,000 per month.

Source of Funds: Internal Service Fund

Enclosed: Certificate – Short Term Disability Income Benefit Program



## STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

### CERTIFICATE GROUP SHORT TERM DISABILITY INSURANCE

---

Policyholder:	Hamilton County Department of Education
Policy Number:	DRAFT
Effective Date:	DRAFT

---

The Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of your Employer's coverage under the Group Policy. If the terms of this Certificate differ from the terms of your Employer's coverage under the Group Policy, the latter will govern. If your coverage is changed by an amendment to the Group Policy, we will provide the Employer with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

"You" and "your" mean the Member. "We", "us" and "our" mean Standard Insurance Company. Other defined terms appear with the initial letters capitalized. Section headings, and references to them, appear in boldface type.

A handwritten signature in black ink, appearing to read "J. Greg Rosen".

Chairman, President and CEO

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## COVERAGE FEATURES

This section contains many of the features of your short term disability (STD) insurance. Other provisions, including exclusions, limitations, and Deductible Income appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

Group Policy Number: DRAFT  
Policyholder: Hamilton County Department of Education  
Employer(s): Hamilton County Department of Education  
Group Policy Effective Date: DRAFT  
Policy Issued in: Tennessee

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1. A regular employee of the Employer, other than a contract bus driver;
2. Actively At Work at least 27.5 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition: None

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### SCHEDULE OF INSURANCE

Eligibility Waiting Period: You are eligible on the first day of the calendar month coinciding with or next following 60 consecutive days as a Member, but not before the Group Policy Effective Date.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

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#### **You may be insured under either Plan 1 or Plan 2, but not both.**

STD Benefit: Plan 1: 60% of the first \$833 of your Predisability Earnings, reduced by Deductible Income.

Plan 2: 66 2/3% of the first \$3,000 of your Predisability Earnings, reduced by Deductible Income.

Maximum:

Plan 1: \$500 before reduction by Deductible Income.

Plan 2: \$2,000 before reduction by Deductible Income.

Minimum:

\$15

Benefit Waiting Period:

Plan 1: 7 days

Plan 2:

For Members who apply during the Enrollment Period: 7 days

For Members who do not enroll during the Enrollment Period: 7 days for Disability caused by accidental Injury.

7 days for coverage equal to the amount for which you could be insured under Plan 1 for Disability caused by Physical Disease, Pregnancy or Mental Disorder and.

60 days for coverage exceeding the amount for which you could be insured under Plan 1 for Disability caused by Physical Disease, Pregnancy or Mental Disorder. This 60 day Benefit Waiting Period applies only for the 12-month period beginning on the date your Plan 2 insurance becomes effective. Thereafter the Benefit Waiting Period is 7 days.

Extended Benefit Waiting Period for Reinstatement of Contributory Insurance:

For Disability caused by accidental Injury: None

For Disability caused by Physical Disease, Pregnancy or Mental Disorder: 60 days. The Extended Benefit Waiting Period applies only for the 12-month period beginning on the most recent date your insurance becomes effective. Thereafter for any period of continuous coverage only the Benefit Waiting Period will apply. See **Reinstatement Of Insurance**.

Maximum Benefit Period: 180 days. However, STD Benefits will end on the date long term disability benefits become payable to you under a group plan provided by your Employer, even if that occurs before the end of the Maximum Benefit Period.

If you are Disabled for less than one full week, one-seventh of the STD Benefit will be payable for each day of Disability.

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## PREMIUM CONTRIBUTIONS

Insurance is:

Plan 1: Noncontributory

Plan 2: Contributory

## INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay STD Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

ST.IC.OT.1

## BECOMING INSURED

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

1. A regular employee of the Employer, other than a contract bus driver;
2. Actively At Work at least 27.5 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features**.

(VAR MBR DEF) ST.BI.OT.1

## WHEN YOUR INSURANCE BECOMES EFFECTIVE

### A. When Insurance Becomes Effective

Subject to the **Active Work Provisions**, your insurance becomes effective as follows:

The **Coverage Features** states whether insurance is Contributory or Noncontributory.

#### a. Noncontributory Insurance

Noncontributory insurance becomes effective on the date you become eligible.

#### b. Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance becomes effective on:

- i. The date you become eligible if you apply on or before that date; or
- ii. The date you apply if you apply after the date you become eligible.

**Note:** If you do not apply during the Enrollment Period, then an Extended Benefit Waiting Period will apply. The Enrollment Period and Benefit Waiting Periods are shown in **Coverage Features**.

### B. Takeover Provisions

1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
2. An Extended Benefit Waiting Period will apply if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured. The applicable Benefit Waiting Periods are shown in **Coverage Features**.

## **ACTIVE WORK PROVISIONS**

### **A. Active Work Requirement**

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

### **B. Changes In Insurance**

This Active Work requirement also applies to any increase in your insurance.

**ST.AW.OT.1**

## **WHEN YOUR INSURANCE ENDS**

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
  - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
  - b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
  - c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.
  - d. During the Benefit Waiting Period and while STD Benefits are payable.

**ST.EN.OT.1**

## **REINSTATEMENT OF INSURANCE**

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a Disability that is not covered solely because of the exclusion for work related Disabilities, your insurance will end. However, if you become a Member again immediately after workers' compensation temporary benefits end, the Eligibility Waiting Period will be waived.
2. If your insurance ends because you cease to be a Member for any reason other than item 1 above, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.

3. If your insurance ends because you fail to make a required premium contribution, the Eligibility Waiting Period will be waived and until you have been insured for 12 consecutive months an Extended Benefit Waiting Period will apply. The applicable Benefit Waiting Periods are shown in **Coverage Features**.
4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
5. In no event will insurance be retroactive.

(EBWP\_NONOCC) ST.RE.OT.4

## **DEFINITION OF DISABILITY**

You are Disabled if you meet the following Own Occupation definition of Disability:

You are required to be Disabled only from your Own Occupation. You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Predisability Earnings when working in your Own Occupation for your Employer.

You may work in another occupation while you meet the Own Occupation definition of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation exceed 80% of your Predisability Earnings.

Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

Own Occupation means the job you are regularly performing for your Employer when Disability begins.

Material Duties means the usual duties you perform in your regular job with your Employer, that cannot be reasonably modified or omitted. In no event will we consider working more than 8 hours per day or an average of more than 40 hours per week to be a Material Duty.

(OWN\_JOB\_DEF\_WITH\_40\_WITH\_PARTL) ST.DD.TN.2

## **RETURN TO WORK PROVISIONS**

### A. Return To Work Responsibility

No STD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Predisability Earnings, but you elect not to work.

### B. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation definition of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if STD Benefits are payable on that date.

Your Work Earnings will be Deductible Income as determined in 1., 2. and 3.

1. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.

2. Determine 100% of your Predisability Earnings.
3. If 1. is greater than 2., the difference will be Deductible Income.

#### C. Work Earnings Definition

Work Earnings means your gross weekly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available in your Own Occupation. Work Earnings includes sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than weekly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from week to week, we may determine your Work Earnings by averaging your earnings over the most recent four-week period. You will no longer be Disabled when your average Work Earnings over the last four weeks exceed 80% of your Predisability Earnings.

(RTW RESP) ST.RW.OT.2

### **REASONABLE ACCOMMODATION EXPENSE BENEFIT**

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit in an amount agreed to by us, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

ST.RA.OT.1

### **TEMPORARY RECOVERY**

You may temporarily recover from your Disability during the Maximum Benefit Period, and then become Disabled again from the same cause or causes, without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable allowable period. See **Definition Of Disability**.

#### A. Allowable Period

The allowable period of recovery during the Maximum Benefit Period is: a total of 90 days of recovery.

#### B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Period, the following will apply.

1. The Predisability Earnings used to determine your STD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Maximum Benefit Period.
3. No STD Benefits will be payable for the period of Temporary Recovery.
4. No STD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of recovery.
5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

**ST.TR.OT.2**

### **WHEN STD BENEFITS END**

Your STD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date long term disability benefits become payable to you under a group long term disability policy, even if that occurs before the end of the Maximum Benefit Period.
5. The date benefits become payable to you under any other disability insurance plan under which you become insured through employment during a period of Temporary Recovery.
6. The date you fail to provide proof of continued Disability and entitlement to STD Benefits.

**(REV LTD LIM) ST.BE.OT.3**

### **PREDISABILITY EARNINGS**

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings will not affect your Predisability Earnings.

Predisability Earnings means your weekly rate of earnings from your Employer, including:

1. Commissions averaged over the prior 52 weeks or over the period of your employment if less than 52 weeks.
2. Shift differential pay.
3. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
4. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Overtime pay.

3. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan; or
4. Stock options or stock bonuses.
5. Any other extra compensation.

If you are paid on an annual contract basis, your weekly rate of earnings is one fifty-second (1/52nd) of your annual contract salary.

If you are paid hourly, your weekly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week, but not more than 40 hours. If you do not have regular work hours, your weekly rate of earnings is based on the average number of hours you worked per week during the preceding 52 calendar weeks (or during your period of employment if less than 52 weeks), but not more than 40 hours.

(K1\_REG WITH COM\_NO STOCK) ST.PD.OT.1

## **DEDUCTIBLE INCOME**

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. Your Work Earnings, as described in the **Return To Work Provisions**.
2. Any amount you receive or are eligible to receive because of your disability under a state disability income benefit law or similar law.
3. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.
4. Any disability or retirement benefits you receive under your Employer's retirement plan.
5. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while STD Benefits are payable.
6. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
7. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
8. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(PRIV\_NONOCC\_WITH RTW\_NO OTHR OFFST\_WITH 3RD) ST.DI.OT.1

## **EXCEPTIONS TO DEDUCTIBLE INCOME**

Deductible Income does not include:

1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
2. Reimbursement for hospital, medical, or surgical expense.
3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
4. Benefits from any individual disability insurance policy.
5. Group credit or mortgage disability insurance benefits.
6. Accelerated death benefits paid under a life insurance policy.

7. Benefits from the following:
  - a. Profit sharing plan.
  - b. Thrift or savings plan.
  - c. Deferred compensation plan.
  - d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
  - e. Individual Retirement Account (IRA).
  - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
  - g. Stock ownership plan.
  - h. Keogh (HR-10) plan.
8. The following amounts under your Employer's retirement plan:
  - a. A lump sum distribution of your entire interest in the plan.
  - b. Any amount which is attributable to your contributions to the plan.
  - c. Any amount you could have received upon termination of employment without being disabled or retired.

(PRIV\_NO OTHR OFFST) ST.ED.OT.1

## **RULES FOR DEDUCTIBLE INCOME**

### A. Weekly Equivalents

Each week we will determine your STD Benefit using the Deductible Income for the same weekly period, even if you actually receive the Deductible Income in another week.

If you are paid Deductible Income in a lump sum or by a method other than weekly, we will determine your STD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

### B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your STD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

### C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

### D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any STD Benefits until we have been repaid in full. In the meantime, any STD Benefits paid, including the Minimum STD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

ST.RU.OT.1

## **SUBROGATION**

If STD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of STD Benefits.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered because of your disability the amount of STD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

**ST.SG.TN.1**

## **BENEFITS AFTER INSURANCE ENDS OR IS CHANGED**

During each period of continuous Disability, we will pay STD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive STD Benefits will not be affected by:

1. Any amendment to the Group Policy that is effective after you become Disabled; or
2. Termination of the Group Policy after you become Disabled.

**ST.BA.OT.1**

## **EFFECT OF NEW DISABILITY**

If a period of Disability is extended by a new cause while STD Benefits are payable, STD Benefits will continue while you remain Disabled. However, 1 and 2 below will apply.

1. STD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. All provisions of the Group Policy, including the **Disabilities Excluded From Coverage** and **Limitations** sections, will apply to the new cause of Disability.

**ST.ND.OT.1**

## **DISABILITIES EXCLUDED FROM COVERAGE**

### **A. War**

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

### **B. Intentionally Self-Inflicted Injury**

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

### **C. Work Related**

You are not covered for a Disability arising out of or in the course of any employment for wage or profit.

D. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

E. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

(NONOCC) ST.XD.OT.1

## LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No STD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Occupational Benefits

No STD Benefits will be paid for any period when you are eligible to receive benefits for your Disability under a workers' compensation law or similar law. If your claim for these benefits is accepted, compromised or settled (whether disputed or undisputed), you must repay us for the full amount of any payments we make to you while your claim for occupational benefits is pending.

C. Paid Sick Leave Or Other Salary Continuation

No STD Benefits will be paid for any period when you are eligible to receive paid sick leave pay, annual or personal leave pay, or other salary continuation, including donated amounts, (but not vacation pay) from your Employer.

D. Imprisonment

No STD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

E. Return To Work Responsibility

No STD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Predisability Earnings, but you elect not to work.

F. Rehabilitation Program

No STD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

(NONOCC\_NO CHOICE SL\_RTW RSP\_MAND REHB) ST.LM.OT.1

## CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If you do not receive our forms within 15 days after you ask for them, you may submit your claim in a letter to us. The letter should include the date Disability began, and the cause and nature of the Disability.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to STD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend STD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

We will pay STD Benefits within 60 days after you satisfy Proof Of Loss.

STD Benefits will be paid to you at the end of each week you qualify for them. STD Benefits remaining unpaid at your death will be paid to your estate.

G. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Reference to any internal rule or guideline relied upon in making our decision.
- d. A description of any additional information needed to support your claim.

- e. Information concerning your right to a review of our decision.
- f. Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA if your claim is denied on review.

#### H. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Reference to any internal rule or guideline relied upon in making our decision.
- d. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.
- e. Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

#### I. Assignment

The rights and benefits under the Group Policy are not assignable.

(REV PRIV WRDG) ST.CL.OT.2

## **ALLOCATION OF AUTHORITY**

Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in its administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits;
  - c. The amount of benefits payable;
  - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

**ST.AL.OT.1**

## **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

**ST.TL.OT.1**

## **INCONTESTABILITY PROVISIONS**

### **A. Incontestability Of Insurance**

Any statement you make to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any person claiming benefits a copy of the signed written instrument which contains your misrepresentation.

After insurance has been in effect for two years, during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

### **B. Incontestability Of The Group Policy**

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

**ST.IN.OT.1**

## **CLERICAL ERROR, AGENCY AND MISSTATEMENT**

### **A. Clerical Error**

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance under the Group Policy otherwise validly in force.
3. Continue insurance under the Group Policy otherwise validly terminated.

### **B. Agency**

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

### **C. Misstatement Of Age**

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the amount paid and the amount which would have been paid if the age had been correctly stated.

**ST.CE.OT.1**

## **TERMINATION OR AMENDMENT OF THE GROUP POLICY**

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

ST.TA.OT.1

## DEFINITIONS

Benefit Waiting Period includes the Benefit Waiting Period and the Extended Benefit Waiting Period if it applies to you, and means the period you must be continuously Disabled before STD Benefits become payable. No STD Benefits are payable for the Benefit Waiting Period or the Extended Benefit Waiting Period. See **Coverage Features**.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

Group Policy means the group STD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

Injury means an injury to the body.

Maximum Benefit Period means the longest period for which STD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Noncontributory means (a) insurance is nonelective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

Physical Disease means a physical disease entity or process that produces structural or functional changes in your body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group short term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

STD Benefit means the weekly benefit payable to you under the terms of the Group Policy.

(EBWP) ST.DF.OT.1

TN/STDC2000

X. Information Only

A. Legal Services Report



**HAMILTON  
COUNTY  
SCHOOLS**

**Hamilton County Department of Education  
Operations Office  
3074 Hickory Valley Rd  
Chattanooga, TN 37421  
(423) 498-7023**

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## **Memorandum**

To: Hamilton County Board of Education

Bryan Johnson, Ed.D.  
Superintendent

From: The Office of Chief Operations Officer

Date: December 12, 2019

Re: November 2019 Legal Services Summary

The following reflects the legal fees paid for the month of November.

Bennett & DeCamp, PLLC (retainer)	20,000.00
N.P vs. HCS (Special Education case)	1,150.50
<b>TOTAL</b>	<b>\$21,150.50</b>

B. Board Matters

1. School Safety Coordinator - Dr. James Corbin

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

**MEMORANDUM**

TO: Hamilton County Board of Education

FROM: Dr. Bryan Johnson, Superintendent

DATE: December 12, 2019

RE: School Safety Coordinator

Per the request of the Board, Dr. James Corbin, School Safety Director, will give an overview of plans/observations to date.

## XI. Events/Announcements

## **Events and Announcements**

### **December 12, 2019**

- |   |  |
|---|--|
| A. December 18, 2019<br>1/2 Day for Students-Buses will run                 | B. December 19, 2019 - January 1, 2020<br>Winter Break                     |
| C. January 2, 2020 - Teacher Professional<br>Development # 2 (School-based) | D. January 3, 2020 - Teacher Professional<br>Development # 3 (System-wide) |
| E. January 6, 2020 - School reopens   | F. January 10, 2020 - Report Cards   |
| G. January 13, 2020 - Agenda Session  | H. January 16, 2020 - Board Meeting  |

XII. Adjourn