

BARTLETT CITY BOARD OF EDUCATION BUSINESS MEETING AGENDA

**AUDITORIUM
5705 STAGE ROAD
BARTLETT, TN 38134**

**June 24, 2021
7:00 PM**

- I. INVOCATION
- II. PLEDGE OF ALLEGIANCE
- III. CALL TO ORDER & ROLL CALL
 - A. Official Business of the Day
- IV. SPECIAL PRESENTATIONS
 - A. 2020-2021 Superintendent Evaluation
- V. PUBLIC COMMENT
- VI. APPROVAL OF AGENDA
- VII. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
 - A. May 27, 2021 Business Meeting Minutes
- VIII. REPORTS
 - A. Chairman's Report
 - B. Superintendent's Report
 - C. General Counsel's Report
 - D. Tennessee Legislative Network (TLN) Representative Report
 - E. Financial Report
- IX. UNFINISHED BOARD BUSINESS
- X. BOARD ACTION ITEMS
 - A. New Board Business
 - 1. Election of Chairman
 - 2. Election of Vice-Chairman
 - 3. Election of Tennessee Legislative Network Representative (TLN)
 - 4. FY2022 Consolidated Application for IDEA/ESEA Funding for 2021-2022
 - 5. 2021-2022 BCS Differentiated Pay Plan
 - 6. 2021-2022 BCS Teacher Pay Scales
 - 7. Carrier of Student Insurance
 - 8. Memorandum of Agreement Between Shelby County Government and Bartlett City Schools for Public Health School - Based Dental Prevention Program for Children
 - 9. Memorandum of Understanding (MOU) with Tennessee School for the Blind
 - 10. Memorandum of Understanding (MOU) with Tennessee School for the Deaf
 - 11. Memorandum of Understanding (MOU) between Memphis Youth Academy (formerly Archon) and Bartlett City Board of Education

12. Memorandum of Understanding (MOU) between Youth Villages and Bartlett City Board of Education
 13. Memorandum of Understanding (MOU) between Lakeside and Bartlett City Board of Education
 14. Interlocal Agreement (ILA) for Planning Services
 15. Amendment to Extension of Bid #FY170052 Custodial Services at Appling Middle, Bartlett Elementary, Bon Lin Elementary, Bon Lin Middle, Ellendale Elementary, Oak Elementary, and 9th Grade Academy
 16. Amendment to Extension of Bid #FY170052 Custodial Services at Altruria Elementary, Bartlett High School, Elmore Park Middle, and Rivercrest Elementary
 17. [Amendment 1 to Cleaning Services Agreement ABM Janitorial Services – Central Office](#)
 18. Resolution 8-10 Budget Amendment
 19. 2020-2021 Performance Based Bonus for Superintendent
 20. Approval of School Support Organizations (SSO)
- XI. ADJOURNMENT

**BARTLETT CITY BOARD OF EDUCATION
BUSINESS MEETING MINUTES**

**AUDITORIUM
5705 STAGE ROAD
BARTLETT, TN 38134**

**May 27, 2021
7:00 PM**

INVOCATION AND PLEDGE OF ALLEGIANCE

Board Member Bryan Woodruff said a prayer. The Board and audience recited the Pledge of Allegiance.

CALL TO ORDER & ROLL CALL

Official Business of the Day

Chairman Cook called the meeting to order at 7:00 p.m. The following Board Members were present.

Ms. Erin Berry
Mr. David Cook
Mrs. Shirley Jackson
Mr. Brad Ratliff
Mr. Bryan Woodruff

SPECIAL PRESENTATIONS

No Special Presentations.

PUBLIC COMMENT

No public comments.

APPROVAL OF AGENDA

Ms. Erin Berry made the motion to approve the agenda. Mrs. Shirley Jackson seconded the motion. With all ayes, the agenda was approved.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

April 22, 2021 Business Meeting Minutes

The approval of the April 22, 2021 Business Meeting Minutes passed with a motion by Mr. Bryan Woodruff and a second by Ms. Erin Berry. With all ayes, the Minutes were approved.

REPORTS

Chairman's Report

Chairman Cook provided the following updates:

April 23: Toured the HS with Board Member Shirley Jackson, Board Member Erin Berry, Dr. Stephens, Jason Sykes, Principal Jones, Vice Principal Maley, several Aldermen, 3 or 4 State Legislators, and several other dignitaries.

April 26: Recorded my speech for graduation.

May 7: Participated in the Strategic Design Team meeting with Battelle for Kids.

May 10: Worked graduation from 3:00 to 4:30.

May 11: Attended the Mayor & Board of Aldermen work session to review our budget.

May 27, 2021

May 13: Participated in the Strategic Design Team meeting with Battelle for Kids.

I received LOTS of positive feedback after graduation. Everyone I spoke with indicated that we need to keep this year's style of graduation and not return to the "old way" at Bellevue.

I continue to have many conversations with Dr. Stephens regarding all the special planning required for COVID.

Superintendent's Report

Superintendent Stephens provided the following updates:

- End of the year. What a year it has been. Super proud of our teachers and all staff members. They did an incredible job under difficult circumstances.
- Tonight, we have included an end of year bonus of \$500 for all full-time employees in the budget amendment that we will ask you to approve.
- Thank you, Board, for attending our BHS Graduation - it was a great success.
- We have decided that we will not create a Virtual Academy for the 21- 22 school year. We feel that with all the disruption over the last year our students will best be served in person.
- We are happy with the progress we are making on the BSC strategic plan and thank you for your input.
- The City has approved our budget on two readings with the third reading set for June 8th. I will attend with Chairman Cook and if any other Board Member would like to attend that would be good.
- I will be in Nashville the morning of June 8th and return that afternoon -speaking at the TSBA Prospective Superintendent's Conference.
- I will attend the TOSS Retreat and Board meeting in Nashville June 16-17.
- Summer learning camps for K-8 students will be held at both Bon Lin campuses June 7 - July 1st . We have approximately 1000 students registered.
- The Farley Gym project is going well, and they are making progress.
- The 34 projects at various campuses are progressing and keeping the Operations team busy.
- We have implemented our summer 4 day a week schedule this week.
- Our picnic will be Thursday, June 3rd at the new Pavilion at Bartlett park. We plan to eat around 11:30 a.m.
- Michael Winter and Jeffrey Parnell (Fleming) and Drew Hartley (GTG) are here to go over the academy project and show a PowerPoint. We have expanded the scope of the project to include new facade, library, labs, offices. With ESSR dollars available for most of this project we are in good shape funding wise. We will be bringing a GMX along with the contract at our June meeting.

General Counsel's Report

No report.

Tennessee Legislative Network (TLN) Representative Report

Board Member Jackson updated the Board that during her Legal Lunch webinar yesterday TSBA reviewed 29 bills that impact education.

Financial Report

The April 2020-21 Financial Report was accepted by the Board. It is a non-voting item.

UNFINISHED BOARD BUSINESS

No Unfinished Board Business.

BOARD ACTION ITEMS

New Board Business

Extension of the Sodexo Contract

Extension of the Sodexo Contract passed with a motion by Mr. Bryan Woodruff and a second by Ms. Erin Berry.

Ms. Erin Berry: Aye, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Mr. Brad Ratliff: Aye, Mr. Bryan Woodruff: Aye

RFP #FY21013 Award - BHS Summer School Virtual Platform 9th Grade

RFP #FY21013 for the 9th Grade BHS Summer School Virtual Platform awarded to Elevate K-12 passed with a motion by Mrs. Shirley Jackson and a second by Ms. Erin Berry.

Ms. Erin Berry: Aye, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Mr. Brad Ratliff: Aye, Mr. Bryan Woodruff: Aye

RFP #FY21013 Award - BHS Summer School Virtual Platform 10th - 11th Grade

RFP #FY21013 for 10th - 11th Grade BHS Summer School Virtual Platform awarded to Virtual Village passed with a motion by Mr. Bryan Woodruff and a second by Mrs. Shirley Jackson.

Ms. Erin Berry: Aye, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Mr. Brad Ratliff: Aye, Mr. Bryan Woodruff: Aye

Student Affiliation Agreement Between University of Tennessee at Martin and the Bartlett City Board of Education

The Student Affiliation Agreement Between University of Tennessee at Martin and the Bartlett City Board of Education passed with a motion by Ms. Erin Berry and a second by Mr. Bryan Woodruff.

Ms. Erin Berry: Aye, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Mr. Brad Ratliff: Aye, Mr. Bryan Woodruff: Aye

Contract with Follett School Solutions

Contract with Follett School Solutions passed with a motion by Mr. Bryan Woodruff and a second by Ms. Erin Berry.

Ms. Erin Berry: Aye, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Mr. Brad Ratliff: Aye, Mr. Bryan Woodruff: Aye

Bid #FY21016 Demolition Project at Rivercrest Elementary

Bid #FY21016 Demolition Project at Rivercrest Elementary awarded to Barnes & Brower in the amount of \$33,375.00 passed with a motion by Mr. Bryan Woodruff and a second by Ms. Erin Berry.

Ms. Erin Berry: Aye, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Mr. Brad Ratliff: Aye, Mr. Bryan Woodruff: Aye

Bid #FY21017 Fire Alarm System at Appling Middle School

Bid #FY21017 Fire Alarm System at Appling Middle School awarded to Nichols Fire & Security in the amount of \$168,383.00 passed with a motion by Mr. Bryan Woodruff and a second by Ms. Erin Berry.

Ms. Erin Berry: Aye, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Mr. Brad Ratliff: Aye, Mr. Bryan Woodruff: Aye

2020-2021 Superintendent Evaluation Instrument

2020-2021 Superintendent Evaluation Instrument passed with a motion by Mr. Bryan Woodruff and a second by Ms. Erin Berry.

Ms. Erin Berry: Aye, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Mr. Brad Ratliff: Aye, Mr. Bryan Woodruff: Aye

Resolution 8-9 Budget Amendment

Resolution 8-9 Budget Amendment passed with a motion by Ms. Erin Berry and a second by Mr. Bryan Woodruff.

Ms. Erin Berry: Aye, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Mr. Brad Ratliff: Aye, Mr. Bryan Woodruff: Aye

Resolution 8-10 Tenure Charges

Dr. David Stephens read the Description of Charges directed to Angie E. Wilson into the Record. The document Written Charges was referenced and directed to be placed in the Minutes of the Meeting in its entirety.



WRITTEN CHARGES DIRECTED TO ANGIE WILSON

I, Dr. David A. Stephens, Superintendent of the Bartlett City Board of Education, charge Angie Wilson, a tenured teacher, with the following offenses:

I. Description of Charges:

- a. Incompetence as defined by T.C.A. §49-5-501(5).
- b. Inefficiency as defined by T.C.A. §49-5-501(6).
- c. Neglect of duty as defined by T.C.A. §49-5-501(8).
- d. Insubordination as defined by T.C.A. §49-5-501(7).

II. Examples of actions in support of the charge of incompetence include, but are not limited to:

- a. On multiple occasions, Ms. Wilson was incapable of carrying out the supervisory duties and responsibilities of her position. Ms. Wilson failed to appropriately supervise students in the traditional and virtual classroom settings, resulting in verbal and written reprimands.
- b. On or about February 23, 2021, Ms. Wilson exhibited erratic and confused behaviors while supervising her class. Ms. Wilson was observed using slurred speech, staggering in the hallway, ordering two lunches, staring blankly into space, and escorting her class to its MAPS elective more than two hours before the scheduled period. Upon questioning from school administration, Ms. Wilson reported feeling “fine”.
- c. On or about February 24, 2021, Ms. Wilson verbally refused to report for drug and alcohol screening as directed by Human Resources pursuant to Policy 5030. Ms. Wilson became verbally belligerent, wadded up and threw away the referral notice, and abruptly left the meeting with Principal Beach and representatives from Human Resources to discuss her referral.
- d. Ms. Wilson refused to report for drug and alcohol screening by the date of compliance as instructed in writing and as verbally directed.



- e. Violation of Tennessee Teacher Code of Ethics.
- f. Violation of BCBE Policy 5024: Ethics.
- g. Violation of BCS written and verbal directives as presented in annual mandatory professionalism training.

III. Examples of actions in support of the charges of inefficiency and neglect of duty include, but are not limited to:

- a. On multiple occasions, Ms. Wilson failed to perform her job duties and responsibilities reasonably expected of a BCS teacher and according to the standards of efficiency maintained by the District. Ms. Wilson's shortcomings in the areas of teacher effectiveness, instructional plans, student work/assessment, learning environment, presenting instructional content, activities and materials, and professionalism are reflected in three different Plans of Assistance implemented on 3/2/2016 (revised 8/2016), 10/15/2018 (revised 1/2019), and 1/6/2021.
- b. On multiple occasions, Ms. Wilson was habitually tardy or failed to attend work without prior notice at the scheduled time, resulting in numerous verbal discussions and written reprimands. On more than one occasion, Ms. Wilson reported oversleeping as the cause of her tardiness or absence.
- c. On multiple occasions, Ms. Wilson failed to adhere to established grading practices, parent communication protocols, and lesson planning requirements, resulting in numerous written reprimands and documented parental complaints.
- d. On two occasions in 2015 and 2018, Ms. Wilson failed to adhere to established testing protocols, resulting in invalid student test results and written reprimands.
- e. On multiple occasions, Ms. Wilson has been inaccessible during working hours and has failed to complete assigned tasks, resulting in written reprimands.
- f. On multiple occasions, Ms. Wilson failed to complete required training and summary exercises as required in her Plan of Assistance and as directed by her direct supervisor, Principal Beach.
- g. On multiple occasions, Ms. Wilson failed to appropriately supervise students in the traditional and virtual classroom settings, resulting in verbal and written reprimands.
- h. Ms. Wilson failed to report to work after an approved medical leave.



- i. Ms. Wilson failed to report to work after an approved jury duty absence.
- j. On or about February 23, 2021, Ms. Wilson exhibited erratic and confused behaviors while supervising her class. Ms. Wilson was observed using slurred speech, staggering in the hallway, ordering two lunches, staring blankly into space, and escorting her class to its MAPS elective more than two hours before the scheduled period. Upon questioning from school administration, Ms. Wilson reported feeling “fine”.
- k. On or about February 24, 2021, Ms. Wilson verbally refused to report for drug and alcohol screening as directed by Human Resources pursuant to Policy 5030. Ms. Wilson became verbally belligerent, wadded up and threw away the referral notice, and abruptly left the meeting with Principal Beach and representatives from Human Resources to discuss her referral.
- l. Ms. Wilson failed to report for drug and alcohol screening by the date of compliance as instructed in writing and as verbally directed.
- m. Ms. Wilson failed to provide any response, written or otherwise, to the Human Resources investigation into her reported behavior on February 23, 2021.
- n. Violation of Tennessee Teacher Code of Ethics.
- o. Violation of BCBE Policy 5024: Ethics.
- p. Violation of BCS written and verbal directives as presented in annual mandatory professionalism training.

IV. Examples of actions in support of the charge of insubordination include, but are not limited to:

- a. Based upon the examples set forth in support of the charges of incompetence, inefficiency, and neglect of duty, Ms. Wilson has refused or continued to fail to obey the school laws of this state, to comply with BCS policies, and to follow the instructions of the Superintendent and his designees.
- b. On multiple occasions, Ms. Wilson received written warnings, reprimands, and suspensions. In those written warnings, reprimands, and suspensions, Ms. Wilson was instructed that further incidents of inappropriate conduct may result in further disciplinary action taken against her, including but not limited to suspension and/or termination of her employment. However, Ms. Wilson continued to engage



in acts of incompetence, inefficiency, and neglect of duty as set forth above after receiving such warning.

Based on the foregoing Charges, individually and/or collectively, I recommend the dismissal of Angie E. Wilson.

A handwritten signature in blue ink, appearing to read 'D. A. Stephens', is written in a cursive style.

Dr. David A. Stephens, Superintendent
Bartlett City Board of Education

Date: May 27, 2021

Bethany Horn, Board Secretary read Resolution 6-10 Tenure Charges against Angie E. Wilson into the Record.



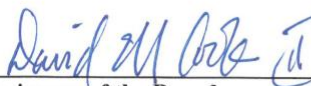
RESOLUTION 8-10

BE IT RESOLVED, that the Bartlett City Board of Education at its May 27, 2021 meeting has entertained written Charges made by Dr. David A. Stephens, Superintendent, against Angie E. Wilson, a tenured teacher in the Bartlett City Schools district, and the Board finds that the Charges individually and/or collectively are of such a nature as to warrant the dismissal of Ms. Wilson as a tenured teacher.

The charges shall be made a part of the Minutes of this Board, and the Superintendent shall give the teacher a copy of said Charges, this Resolution, and a copy of the form which has been provided by the State Commissioner of Education advising teachers of their legal rights and recourse under the Tennessee Teacher Tenure Act.

On this 27th day of May, 2021.

CERTIFIED a true copy of the Resolution



Chairman of the Board
Bartlett City Board of Education

Resolution 8-10 Tenure Charges passed with a motion by Mr. Bryan Woodruff and a second by Mrs. Shirley Jackson.

Ms. Erin Berry: Aye, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Mr. Brad Ratliff: Aye, Mr. Bryan Woodruff: Aye

2021 Tenure Recommendations

2021 Tenure Recommendations passed with a motion by Ms. Erin Berry and a second by Mr. Bryan Woodruff.

Ms. Erin Berry: Aye, Mr. David Cook: Aye, Mrs. Shirley Jackson: Aye, Mr. Brad Ratliff: Aye, Mr. Bryan Woodruff: Aye

Congratulations to the 2021 Tenured Teachers for Bartlett City Schools.

Kristin Ayers- Rivercrest Elementary
Rebecca Dangar- Bartlett Elementary
Valerie Ellison-Bartlett High
Patricia Engle-Altruria Elementary
Virginia Farrell- Bon Lin Middle
Kelsey Ford-Bartlett Academy
Steffanie Grisham-Bartlett High School
Chelsea Lewis-Bartlett Academy
Jessica Mitchell-Bon Lin Middle
Silvia Moore-Bon Lin Middle
Stephanie Norris- Elmore Park Middle
Atlee Silk-Elmore Park Middle
Danielle Wooten-Bartlett Academy

ADJOURNMENT

The meeting adjourned at 7:45 p.m.

David M. Cook II, Chairperson

Dr. David A. Stephens, Superintendent

Bartlett City Schools
FY 2022 Every Student Succeeds Act (ESSA) Programs Summary

	<u>Title I</u>	<u>Title I N</u>	<u>Title ID</u>	<u>Title IIA</u>	<u>Title III</u>	<u>Title IV</u>
FY21	\$2,348,595	\$791,824	\$56,936	\$283,399	\$15,711	\$266,087
FY22	\$1,867,593	\$803,154	\$48,160	\$255,767	\$18,215	\$203,806

Title IA, Title IN, & Title ID-For the 2021-2022 school year the Bartlett City Schools Title I program will provide instructional services to all students in all of the elementary and middle schools, two facilities for neglected children (Lakeside Behavioral and Youth Villages), and one facility for delinquent children (Archon Academy). These services will supplement instructional services provided by state and local funds.

Title I funds will be utilized for Instructional Facilitators, teachers (RTI), tutors, technology support, accounting support, administrative support, N & D Supervisor, and Federal Programs Supervisor; extended learning including before/after school; parent training; family engagement; and PD.

Title IIA-Professional development activities for core academic subjects that are high quality, sustained, intensive, and classroom focused will be provided for instructional staff in all BCS schools and the participating non-public school (St. Ann Bartlett).

Title IIA funds will be utilized for a Central Office level position (Lead Instructional Coach) and off-site professional development opportunities, the position of a part-time RTI Coach, and supplies/materials. These items support school administrative initiatives and goals by providing PD to teachers through Instructional Coaches.

Title IIIA- Supplemental scientifically-based language instruction to increase English proficiency and student academic achievement in support of English as a Second Language (ESL) services to English Learners will be provided to eligible BCS students, as well as eligible students attending participating non-public schools (St. Ann Bartlett and Youth Villages).

Funds will be utilized for instructional materials/supplies, equipment, parent outreach, and PD.

Title IV- Providing students with a well-rounded education (e.g. STEM, arts, civics, IB/AP, health and physical education). Supporting safe and healthy students (e.g. school mental health, drug/violence prevention, training on trauma-informed practices). Supporting the effective use of technology (e.g. professional development, blended learning, technology devices).

Funds will be used for two social workers, a safety manager, and PD for BCS and the participating non-public school (St. Ann Bartlett).

Summary presented by:

James Aldinger, Director of Human Resources, Federal Projects, and Accountability, Bartlett City Schools
james.aldinger@bartlettschools.org

Bartlett City Schools

FY 2021-2022 IDEA Programs Summary

Preliminary Allocations:

IDEA, Part B

\$1,896,781.00

IDEA Preschool

\$39,794.00

Bartlett City Schools maintains compliance on 2,010 Individualized Education Plans.

IDEA, Part B

BCS currently serves 1,800 students ages 6-21 (includes 482 gifted) in our eleven public schools. Services vary and include consultation, co-teaching, resource, and functional skills. Related services provided include speech-language therapy, nursing, occupational therapy, physical therapy, transportation, and behavioral support.

Supplemental IDEA funds will be utilized to support all students with disabilities, ages 3-21, with the following personnel:

- one Special Education Supervisor
- one Special Education Academic Consultant,
- one Transition Consultant,
- three Behavior Interventionists,
- three Speech Language Pathologists,
- four Special Education nurses,
- one Restorative Practices Coordinator,
- one Behavioral Support Paraprofessionals,
- 15 classroom paraprofessionals
- .5 FTE for Grants Accountant

A portion of the supplemental funds are allocated for professional development and include coverage for registration fees, mileage, and hotel expenses.

IDEA, Preschool

BCS currently serves 148 students with disabilities ages 3-5 and will continue to provide preschool services in eight preschool classrooms located within five elementary schools.

- Altruria Elementary - 1 class
- Bartlett Elementary -1 Class
- Bon Lin Elementary – 2 classes
- Oak Elementary – 2 classes
- Rivercrest Elementary – 2 classes

IDEA funds have been set aside for instructional materials, maintaining certification of personnel in the program, special education equipment, and professional development.

2021-2022 Differentiated Pay Plan

Description	Compensation Type and Size	Reach	Estimated Cost	Estimated Salary Expenditures
<p>Describe how the district will differentiate for this element.</p> <p>Include the eligibility criteria for receiving the award (such as minimum attendance or evaluation score).</p>	<p>Will the compensation be given as a bonus or a base pay increase?</p> <p>How much will qualifying teachers receive?</p>	<p>Eligibility: How many teachers are eligible for this type of compensation?</p> <p>Forecasted participation: How many teachers do you estimate will receive the award?</p>	<p>How much does the district estimate it will pay out for this differentiated pay element?</p>	<p>What percentage of salary expenditures (excluding benefit costs) does this element cover?</p>
<p>Teachers and other certificated positions that are hard-to-staff positions such as Math, Science, Special Education, SLPs, Foreign Language or any other teaching vacancy deemed difficult to staff area or has a high programmatic impact as determined by the superintendent, will be placed on the current BCS Teacher salary schedule and given parity for all years of experience if such experience is beyond the 10 years (step 9 of our teacher pay scale) BCS recognizes for incoming candidates. This strategy will not only assist in securing teachers and other certificated staff in hard-to-staff areas and will also assist BCS in recruiting and retaining teachers for our district. Our data reflecting hiring trends and applicant pool deem that elementary, fine arts, English, and Social Studies teachers are readily available. The hiring trends and limited applicant pool for science, math, special education, library-media specialist, and foreign language and SLPs make these areas high need.</p>	<p>Compensation will be paid as the additional base salary for qualifying teachers. The amount that teachers receive will be contingent upon total years of experience for the critical shortage areas identified.</p>	<p>ten to fifteen</p>	<p>(\$2,000-\$10,000 difference between the two salary schedules).</p>	<p>This will comprise less than 1% of the district salary expenditures</p>

Description	Compensation Type and Size	Reach	Estimated Cost	Estimated Salary Expenditures
<p>Learning Coaches are full time classroom teachers. These teacher leaders are compensated for time worked outside of their contracted time with stipends. These educators coach the most effective teachers in the building, teachers new to the district, and any teacher assigned by the school or district. Instructional Coaches facilitate peer-to-peer informal observations with feedback focusing on the TEAM rubric. Selected teachers must demonstrate strong leadership skills, have 3 or more years of effective teaching experience, be respected by peers and administrators, and have an LOE 4/5.</p>	<p>Selected teachers will receive a \$2,500 stipend based on completion of 75 documented teacher support hours.</p>	<p>Twelve teachers will be selected to receive the position. Based on current data in TNCompass, over 400 in our district teachers would be eligible to apply for this position.</p>	<p>The total district pay out is \$30,000 for the stipend.</p>	<p>The total district pay out is \$30,000 for the stipend. The base salary of these positions is covered in the general budget since these are full time teachers already hired to teach a grade/subject and then selected to complete extra hours outside of the contracted time covered by the stipend.</p>
<p>Flex Professional Learning Leaders are full time classroom teachers. These educators have already satisfied the base district requirement for 24 hours of Flex Credit and are facilitating additional learning for the district's educators. These teachers must have met their baseline Flex Day requirements of 24 hours and have a skill/knowledge that needs to be shared with other educators in the district.</p>	<p>Selected teachers will receive an hourly rate of \$23.88 per hour.</p>	<p>Based on current data in TNCompass, over four teachers in BCS would meet the effectiveness requirements to earn additional money as part of the Flex Professional Learning program.</p>	<p>The district's max pay out is \$23,880 for all possible hours earned for Flex Professional Learning Leaders.</p>	<p>The district's max pay out is \$23,880 for all possible hours earned for Flex Professional Learning Leaders. The base salary of these positions is covered in the general budget since these are full time teachers already hired to teach a grade/subject.</p>

Description	Compensation Type and Size	Reach	Estimated Cost	Estimated Salary Expenditures
<p>High School Instructional Program Assistant is a full time classroom teacher with stipend to serve the high schools to facilitate the PLC process, assessment support including ACT, and facilitate RTI Implementation. Selected teachers must demonstrate strong leadership skills, have 3 or more years of effective teaching experience, are respected by peers and administrators, Master's Degree is preferred with current ILLB and have a level 4 or 5 rating as measured by Overall TEAM observation scores.</p>	<p>Selected teacher will receive a teacher base salary with stipend.</p>	<p>One teacher will be selected to receive the position. Based on current data in TNCompass, 413 teachers would be eligible to apply for this position.</p>	<p>The district pay out for the stipend is \$6,000.</p>	<p>The total district pay out is \$73,137 for base salary and \$6,000 for stipend. This brings the district total pay out to approximately \$79,137. The base salary will have a final determination based on the years of experience and education of the hired teacher.</p>
<p>Lead Instructional Coach - is a full time classroom teacher with a stipend that will support all school based New Teachers and support teachers that teach full-time. They will also support Job Embedded Educators, newly hired, and others assigned to caseload. Provides additional supports to new teachers outside of the New Teacher Guide; including those in the first three years of the profession. Helps facilitate quarterly New Teacher Professional Learning Sessions, & New Teacher Orientation during the summer.</p>	<p>Selected teacher will receive a teacher base salary with stipend.</p>	<p>One teacher will be selected to receive the position. Based on current data in TNCompass, all teachers that score as a 4 or 5 LOE would be eligible to apply for this position.</p>	<p>The district pay out for the stipend is \$6,000.</p>	<p>The total district pay out is \$73,137 for base salary and \$6,000 for stipend. This brings the district total pay out to approximately \$79,137. The base salary will have a final determination based on the years of experience and education of the hired teacher.</p>

Description	Compensation Type and Size	Reach	Estimated Cost	Estimated Salary Expenditures
<p>Instructional Facilitator is a full release teacher at a Title 1 school who oversees the Title 1 budget, parent trainings, and focuses on instructional programming to facilitate student growth. Selected teacher must demonstrate strong leadership skills, have 3 or more years of effective teaching experience, are respected by peers and administrators, Master's Degree is preferred with current ILLB and have a level 4 or 5 rating as measured by Overall TEAM observation scores. Selected teachers should also have extensive use of the School Improvement Plan and the budgeting process.</p>	<p>Selected teacher will receive a teacher base salary with stipend.</p>	<p>Eight teachers will be selected to receive the position. Based on current data in TNCompass, over four hundred teachers district-wide would be eligible to apply for this position.</p>	<p>The district pay out for the stipend is \$6,000.</p>	<p>The total district pay out is \$542,787 for base salaries and \$6,000 for stipend. This brings the district total pay out to approximately \$590,787. The base salary will have a final determination based on the years of experience and education of the hired teacher.</p>
<p>Teachers who are hired to also fill major extracurricular and/or sponsorships are deemed to have a high programmatic impact as determined by the superintendent will be placed on the current BCS salary schedule that recognizes experience parity and educational lanes. This strategy will assist BCS in recruiting and retaining employees in these very crucial programmatic impact areas.</p>	<p>Compensation will be paid as the base salary for qualifying teachers. The amount that teachers will receive will be contingent upon experience and education for the high programmatic impact areas related to extracurricular and/or sponsorships identified.</p> <p>(\$2,000-\$10,000 difference between the two salary schedules.)</p>	<p>three to six</p>	<p>\$20,000-\$40,000</p>	<p>This will comprise less than 1% of the district salary expenditures.</p>

Description	Compensation Type and Size	Reach	Estimated Cost	Estimated Salary Expenditures
State Definitions				
A salary schedule that uses some other component, often a performance measure, in addition to or in place of education and experience to determine base pay. A schedule where an educator's evaluation score is used to determine the amount of his or her yearly base pay increase is an example of an alternative salary schedule. Alternative salary schedules are subject to State Board of Education approval.				
An individual's salary excluding any additional compensation in the form of bonuses, stipends, or supplements for additional work or responsibilities.				
Additional compensation for a pre-defined set of criteria. Bonus and stipend pay are awarded in addition to or "on top of" an individual's base pay. Bonuses/stipends are one-time payments awarded for a specific role, additional responsibility, or achievement of particular criteria. Bonuses and stipends are not a part of base salary and do not become a reoccurring part of an individual's compensation.				
A district specific plan designed to aid in recruiting and retaining highly effective teachers.				
A component, typically bonus or stipend, that provides an additional compensation for educators staffed in shortage areas such as high needs schools, subjects, or grade areas.				
A component, typically bonus or stipend, which provides educators additional compensation for completing additional duties or taking on additional responsibilities or teacher leadership roles.				
Individuals are provided with the choice to participate in a program. This provision is most often associated with alternative salary schedules and is not a required provision.				
A component that provides a base pay increase, bonus, or both to educators typically determined by an educator's individual performance using a Tennessee approved evaluation model, a school-level performance measure, or a district performance measure.				

Description	Compensation Type and Size	Reach	Estimated Cost	Estimated Salary Expenditures
<p>A salary schedule that uses years of experience and education levels exclusively to determine educator's increases in base pay. Traditional schedules may follow the same structure as the state minimum salary schedule. Salary schedules that modify the amount of the step increases given for experience or change the structure of the education lanes may still be considered a traditional schedule as long as they meet or exceed the relevant state minimums.</p>				

Bartlett City Schools
10 Month TEACHER - ELEM/MID-COUNSELOR SALARY SCHEDULE
2021-2022
All Teachers will follow this salary schedule as of 7/1/2021

STEP	B.A.		M.A.		M.A. +45		EDS		EDD	
	ANNUAL	SEMI-MO	ANNUAL	SEMI-MO	ANNUAL	SEMI-MO	ANNUAL	SEMI-MO	ANNUAL	SEMI-MO
0	45,155	1,881.46	48,818	2,034.08	52,604	2,191.83	53,345	2,222.71	55,305	2,304.38
1	46,075	1,919.79	49,957	2,081.54	53,925	2,246.88	54,677	2,278.21	56,569	2,357.04
2	47,197	1,966.54	51,052	2,127.17	55,185	2,299.38	55,933	2,330.54	57,825	2,409.38
3	48,246	2,010.25	52,105	2,171.04	56,416	2,350.67	57,168	2,382.00	59,055	2,460.63
4	49,225	2,051.04	53,175	2,215.63	57,765	2,406.88	58,520	2,438.33	60,468	2,519.50
5	50,095	2,087.29	54,084	2,253.50	58,832	2,451.33	59,552	2,481.33	61,527	2,563.63
6	51,323	2,138.46	55,389	2,307.88	60,342	2,514.25	61,069	2,544.54	63,042	2,626.75
7	51,952	2,164.67	56,056	2,335.67	61,353	2,556.38	62,115	2,588.13	64,009	2,667.04
8	52,977	2,207.38	57,173	2,382.21	62,561	2,606.71	63,345	2,639.38	65,214	2,717.25
9	53,462	2,227.58	57,704	2,404.33	63,321	2,638.38	64,092	2,670.50	66,430	2,767.92
10	54,533	2,272.21	58,869	2,452.88	64,620	2,692.50	65,363	2,723.46	67,292	2,803.83
11	56,015	2,333.96	60,443	2,518.46	66,562	2,773.42	67,269	2,802.88	69,248	2,885.33
12	57,364	2,390.17	61,787	2,574.46	68,024	2,834.33	68,803	2,866.79	70,683	2,945.13
13	58,731	2,447.13	63,113	2,629.71	69,639	2,901.63	70,378	2,932.42	72,358	3,014.92
14	60,009	2,500.38	64,530	2,688.75	71,083	2,961.79	71,864	2,994.33	73,732	3,072.17
15	61,382	2,557.58	65,830	2,742.92	72,655	3,027.29	73,425	3,059.38	75,337	3,139.04
16	61,994	2,583.08	66,443	2,768.46	73,268	3,052.83	74,038	3,084.92	75,951	3,164.63
17	62,608	2,608.67	67,057	2,794.04	73,882	3,078.42	74,651	3,110.46	76,564	3,190.17
18	63,470	2,644.58	68,011	2,833.79	74,973	3,123.88	75,759	3,156.63	77,709	3,237.88
19	64,738	2,697.42	69,371	2,890.46	76,472	3,186.33	77,274	3,219.75	79,263	3,302.63

Final Copy 4/26/2021

BCS honors up to 10 years (Step 9) of verified, public school experience to determine teacher salaries.



Underwritten by:
AXIS Insurance Company
 Serviced by:
 K&K Insurance Group, Inc.

MANDATORY & VOLUNTARY BLANKET MASTER INSURANCE APPLICATION

Coverage not available in the following states: AR, MD, NH, NY, WA

Application is hereby made for a plan of BLANKET ACCIDENT INSURANCE based on the following statements and representations:

Policyholder: Name of School/District Bartlett City Schools
 Requested Effective Date: 7-1-2021 Requested Termination Date (one year from the Requested Effective Date): 6-30-2022
 Street Address: 5705 Stage Road
 City: Bartlett State: TN Zip: 38134
 Mailing Address (if different): _____
 Contact Name: Geniese Bolden Title: Coordinated School Health Supervisor
 Phone: 901.202.0855 #2271 Fax: 901.202.0854
 Email: gbolden@bartlettschools.org

Mandatory Accident Coverage (Coverage selected by school/district)

Product Option	Grades	Total # of Insured	Rate	Premium
At-School Including Athletics & Activities				
At-School Excluding Athletics & Activities				
Athletics & Activities				
Field Trip				
School Band				
JROTC				
Other (Please Specify)				
Other (Please Specify)				
Other (Please Specify)				
Total Mandatory Premium Due: _____				

Voluntary Accident Coverage

Estimated annual school enrollment (total number of students): _____
 Grades (mark one): PK-12 Elementary School Middle School High School
 Effective Date: 8-1-2021

The terms and conditions of the requested plan of insurance may vary in certain states as required by the laws of those states. The terms of the policy when issued will govern. It is agreed the insurance applied for will not become effective unless a) this application is received and approved by AXIS Insurance Company based on current rules and requirements; b) the policy is accepted by the applicant; and c) the required premium is paid when due.

The applicant represents the information contained in this application is true and correct and forms the basis of the requested insurance. Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

POLICYHOLDER SIGNATURE

 Authorized Signature of Applicant

 Printed or typed name of Applicant's Authorized Representative

 Date

LICENSED BROKER/AGENT SIGNATURE

 K&K Insurance Group/Cheryl Norris
 Licensed Broker/Agent

 License Number

 5-13-2021
 Date

IMPORTANT NOTICE - FRAUD WARNING

- **In General, and specifically for residents of Arkansas, Illinois, Louisiana, Rhode Island and West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- **For residents of Alabama:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines and confinement in prison, or any combination thereof.
- **For residents of Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.
- **For residents of the District of Columbia:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
- **For residents of Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
- **For residents of Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
- **For residents of Maine, Tennessee and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
- **For residents of Oregon:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.
- **For residents of Maryland:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- **For residents of New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
- **For residents of New Mexico:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
- **For residents of New York:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
- **For residents of Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
- **For residents of Oklahoma:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- **For residents of Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
- **For residents of Texas:** Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
- **For residents of Virginia:** Any person who with the intent to defraud or knowing that he is facilitating a fraud against an insurer submits an application or files a false or deceptive statement may have violated state law.

2021/2022 Tennessee Voluntary Student Accident Insurance

Underwritten By: Axis Insurance Company
Administered By: K&K Insurance Group, Inc.

Coverage Plans and Rates

<p>24-Hour Accident Around-the-clock. Before, during and after school. Weekends, vacation and all summer including summer school. School sponsored and extracurricular sports excluding High School Football</p>	<p>Low Option: \$112.00 High Option: \$165.00</p>
<p>24-Hour Accident (Summer Only Coverage) Summer begins on the first day after the school year ends. Summer ends the first day of the next school year.</p>	<p>Low Option: \$39.00 High Option: \$51.00</p>
<p>At-School Accident During the regular school term, on school premises while school is in session. Direct and uninterrupted travel to and from home and scheduled classes. School Sponsored and supervised activities and sports excluding High School Football. Travel to and from school sponsored and supervised activities and sports while in a school furnished or approved vehicle.</p>	<p>Low Option: \$30.00 High Option: \$38.00</p>
<p>Extended Dental (Accident Only) Supplemental coverage extended to students with At-School, 24-Hour or Football Coverage – Limited to Covered Person's policy effective dates and accident only coverage option selected. Replaces standard dental coverage with coverage of 80% of Reasonable Charges to a maximum limit of \$10,000 per policy term.</p>	
<p>High School Football Play or practice of regularly scheduled football.</p>	<p>Low Option: \$176.00 High Option: \$293.00</p>
<p>High School Football (Spring Only) For new players who participate in spring training and not already insured under Football Coverage. Sports seasons are defined by your state high school athletic association.</p>	<p>Low Option: \$76.00 High Option: \$124.00</p>

Schedule Of Benefits

Accident Medical Benefit

Scope of Coverage Applicable to Accident Medical Benefits

Any benefit limits and benefit percentages apply, unless otherwise specified, on a per Insured Person – per Covered Loss basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

Full Excess Medical Expense

Total Maximum for all Accident Medical Benefits	\$25,000
First Covered Expenses must be incurred within	60 days after the Covered Accident
Benefit Period	52 weeks from the date of the Covered Accident
Deductible	\$0
Deductible applies to	each Covered Accident
Deductible must be satisfied within	52 weeks from the date of the Covered Accident

Low Option

Inpatient Hospital Services

Room and Board Expenses

Semi-Private Room

Up to \$150 per day

Miscellaneous Expenses

\$600 maximum per day

Physician's Visits (limited to one visit per day)

\$40 first day/\$25 each subsequent day

Ambulatory Medical Center

\$1,000 maximum

Emergency Room Treatment (treatment must be rendered within 72 hours from the time of the injury)

\$150 maximum

Surgery

\$1,000 maximum

*Allowance is calculated: 100% of Usual and Customary Charges for the 1st procedure, 50% of Usual and Customary Charges for the 2nd procedure, and 25% of Usual and Customary Charges for each additional procedure when performed through different incisions/portals.

Assistant Surgeon

100% of Usual and Customary Charges

*Allowance is calculated: 20% of the surgical maximum for the surgery performed as indicated above.

Anesthesia and its Administration

100% of Usual and Customary Charges

*Allowance is calculated: 20% of the surgical maximum for the surgery performed as indicated above.

Outpatient Physician Visits (limited to one visit per day)

\$40 first day/\$25 each subsequent day

Outpatient X-ray	\$200 maximum
Outpatient Diagnostic Imaging Services	\$300 maximum
Outpatient Laboratory	\$50 maximum
Outpatient Physiotherapy (limited to one visit per day) (includes acupuncture; microthermy; manipulation; diathermy; massage therapy; heat treatment; and ultrasonic treatment)	\$30 first day/\$20 each subsequent day, 5 day maximum

Ambulance Services (Air and Ground)	\$300 maximum
Medical Equipment Rental (Includes Orthopedic devices)	\$75 maximum

Dental Services	\$10,000 maximum per policy term
Prescription Drugs	\$75 maximum
Consultant	\$200 maximum
Replacement of Eye Glasses, Contact Lenses or Hearing Aids	100% of Usual and Customary Charges

High Option

Inpatient Hospital Services

Room and Board Expenses	
Semi-Private Room	80% of Usual and Customary Charges

Miscellaneous Expenses	\$1,200 maximum per day
Physician's Visits (limited to one visit per day)	\$60 first day/\$40 each subsequent day

Ambulatory Medical Center	\$1,200 maximum
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Emergency Room Treatment (treatment must be rendered within 72 hours from the time of the injury)	\$300 maximum
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Surgery	\$1,200 maximum
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*Allowance is calculated: 100% of Usual and Customary Charges for the 1st procedure, 50% of Usual and Customary Charges for the 2nd procedure, and 25% of Usual and Customary Charges for each additional procedure when performed through different incisions/portals.

Assistant Surgeon	100% of Usual and Customary Charges
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*Allowance is calculated: 25% of the surgical maximum for the surgery performed as indicated above.

Anesthesia and its Administration	100% of Usual and Customary Charges
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*Allowance is calculated: 25% of the surgical maximum for the surgery performed as indicated above.

Outpatient Physician Visits (limited to one visit per day)	\$60 first day/\$40 each subsequent day
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Outpatient X-ray	\$600 maximum
Outpatient Diagnostic Imaging Services	\$600 maximum
Outpatient Laboratory	\$300 maximum
Outpatient Physiotherapy (limited to one visit per day) (includes acupuncture; microthermy; manipulation; diathermy; massage therapy; heat treatment; and ultrasonic treatment)	\$60 first day/\$40 each subsequent day, 5 day maximum

Ambulance Services (Air and Ground)	\$800 maximum
Medical Equipment Rental (Includes Orthopedic devices)	\$140 maximum
Dental Services	\$10,000 maximum per policy term
Prescription Drugs	\$200 maximum
Consultant	\$400 maximum
Replacement of Eye Glasses, Contact Lenses or Hearing Aids	100% of Usual and Customary Charges

Accidental Death and Dismemberment Benefits

Covered Loss must occur within 365 days of the Covered Accident. Not more than the Aggregate Limit of \$500,000 will be paid for all Covered Losses, Covered Accidents and Covered Injuries suffered by all Insured Persons as the result of any one Covered Accident that occurs under one of the Conditions of Coverage. This Aggregate Limit is payable only once, should more than one Condition of Coverage apply. We will pay the greater amount. If this amount does not allow all Insured Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Insured Person's loss to the total of all losses, multiplied by the Aggregate Limit.

COVERED LOSS	BENEFIT AMOUNT
Loss of Life	\$10,000
Loss of Two or More Hands or Feet	\$10,000
Loss of Sight of Both Eyes	\$10,000
Loss of Speech and Hearing (in Both Ears)	\$10,000
Loss of One Hand or Foot and Sight in One Eye	\$10,000
Loss of One Hand or Foot	\$5,000
Loss of Sight in One Eye	\$5,000
Loss of Speech	\$5,000
Loss of Hearing (in Both Ears)	\$5,000
Loss of Hearing in One Ear	\$2,500
Loss of Thumb and Index Finger of the same Hand	\$2,500
Exposure and Disappearance	Included

COMMON EXCLUSIONS

In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the Description of Benefits Section or Conditions of Coverage Section:

1. intentionally self-inflicted injury, suicide, auto-eroticism or any attempt while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy;
5. release, whether or not accidental, or by any person unlawfully or intentionally, of nuclear energy or radiation, including sickness or disease resulting from such release;
6. a Covered Loss that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, the Company will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
7. travel outside the United States;
8. flight in, boarding or alighting from an Aircraft, except as a passenger on a regularly scheduled commercial airline;
 - a) a fare-paying passenger on a regularly scheduled commercial airline;
 - b) a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
 - c) a passenger in a Military Aircraft flown by the air mobility Command or its foreign equivalent;
9. travel in any Aircraft owned, leased operated or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
10. bungee-cord jumping, parachuting, skydiving, parasailing, hang-gliding;
11. sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not Accidental, to viral, bacterial or chemical agents) whether the loss results directly or non directly from the treatment except for any bacterial infection resulting from Accidental ingestion of contaminated food;
- 12.
13. medical or surgical treatment, diagnostic procedure administration of anesthesia or medical mishap or negligence including malpractice unless it occurs during treatment of a Covered Injury;
14. a cardiovascular, event or stroke resulting, directly and independently of all other causes, from exertion, as verified by a Physician, while the Insured Person participates in a Covered Activity;
15. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
16. the Insured Person's intoxication. The Insured Person is conclusively deemed to be intoxicated if the level in His blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether He is in fact operating a motor vehicle, when the injury occurs. An autopsy report from a licensed medical examiner, law enforcement officer's report, or similar items will be considered proof of the Insured Person's intoxication;
17. operating any type of vehicle or Conveyance while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Insured Person has been provided a written warning against operating a vehicle or Conveyance while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, or of the

- level of blood alcohol exceeds the legal limit as defined by the motor vehicle laws of the state in which the Covered Loss occurred;
18. travel in or on any on-road and off-road motorized vehicle except a golf cart *or other vehicle the Company specifically agrees to cover*, that does not require licensing as a motor vehicle;
 19. participation in any motorized race or contest of speed;
 20. an Accident if the Insured Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) the Insured Person holds a valid learners permit and (b) the Insured Person is receiving instruction from a driver's education instructor;
 21. injuries compensable under Workers' Compensation law or any similar law;
 22. occupational injuries for which benefits are not paid under the Workers' Compensation Law or any similar law;
 23. injuries that result from a non-occupational accident;
 24. aggravation, during a Covered Activity, of an injury the Insured Person suffered before participating in that Covered Activity unless the Company receives a written medical release from the Insured Person's Physician; or
 25. benefits will not be paid for services or treatment rendered by any person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Insured Person's household;
 - c. an Immediate Family Member, including domestic partner, of either the Insured Person or the Insured Person's Spouse; or
 - d. the Insured Person.

EXCLUDED EXPENSES

The following will not be considered Medically Necessary Covered Expenses unless coverage is specifically provided:

1. cosmetic surgery, except for reconstructive surgery needed as the result of a Covered Injury;
2. any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment of supplies that: (a) are deemed by the Company to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States;
3. examination or prescriptions for, or purchase, repair or replacement of, wheelchairs, braces, appliances, orthopedic braces, or orthotic devices;
4. treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay;
5. services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay;
6. repair or replacement of existing artificial limbs, eyes and larynx;
7. treatment of an injury resulting from a condition that the Insured Person knew existed on the date of a Covered Accident, unless the Company has received a written medical release from his Physician

In no event will the Company's total payments for the Insured Person exceed the Total Maximum for all Accident Medical Benefits shown in the *Schedule of Benefits*.

Other Exclusions that apply to this Benefit are in the Common Exclusions Section.