

Hamilton County Department of Education
Hamilton County Board of Education Board Meeting - Regular Session
July 16, 2020 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

V. Presentation

A. Toss Presentation Recognizing Dr. Bryan Johnson as Southeast Tennessee Superintendent of the Year - Dr. Dale Lynch

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

MEMORANDUM

TO: Hamilton County Board of Education

FROM: Dr. Bryan Johnson

DATE: July 16, 2020

RE: **TOSS PRESENTATION**

Dr. Dale Lynch, from the Tennessee Organization of School Superintendents (TOSS), would like to recognize my selection as the Southeast Tennessee Superintendent of the Year. I am extremely humbled as this selection was made by my peers for leadership in learning, communication, professionalism, and community involvement.

This honor will also enable me to be considered for the Tennessee Superintendent of the Year Award. The recipient of this award will represent Tennessee in the National Superintendent of the Year Award.

VI. **Approval of the Consent Agenda

A. Approval of the Minutes of the June 18, 2020 Quarterly Session and the July 2, 2020 Special Called Session

Hamilton County Board of Education – DRAFT MINUTES NOT YET APPROVED BY THE BOARD
Board Meeting - Quarterly Session
June 18, 2020 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

V. **Approval of the Consent Agenda

A. Approval of the Minutes of the May 21, 2020 Regular Session

B. Executive Committee Report

C. Chief Business Officer - Brent Goldberg

1. Bids/Contracts

2. Financial Reports

3. Budget Amendments

a. Federal Grants, State Grants and Self-Funded Programs

4. Approval of School Accounts Payable - Outstanding Obligations

5. Competitive Priority School State Grant (CPSSG)

6. Coronavirus Aid, Relief, and Economic Security (CARES) Act Elementary and Secondary School Emergency Relief (ESSER) Fund Application

D. Chief of Staff - Dr. Nakia Towns Edwards

1. Board Policies - Second Reading

a. Board Policy - 5.301 - Religious, Emergency and Legal Leave

b. Board Policy 5.302 - Sick Leave

c. Board Policy 5.303 - Personal and Professional Leave

d. Board Policy 5.305 - Family and Medical Leave

e. Board Policy 5.308 - Sabbatical Leave

f. Board Policy 5.309 - Legislative Leave

2. Board Policies - First and Final Reading

a. Board Policy 5.3022 - Bereavement Leave

VI. Administrative Business Matters

A. Chief Operations Officer - Dr. Justin Robertson

1. **Approval of CEP Schools 2020-2021

VII. Board Matters

A. Chief of Staff - Dr. Nakia Towns Edwards

1. **Calendar for 2021-2022 School Year

2. **Federal Programs Consolidated Application - Angelia Askins, Garfield Adams

B. Chief Business Officer - Brent Goldberg

1. **Washington Hills Lease Agreement

VIII. Information Only

A. Legal Services Report

IX. Adjourn

**Hamilton County Board of Education
Board Meeting - Quarterly Session**

June 18, 2020 5:30 PM

3074 Hickory Valley Road

Chattanooga, TN 37421

I. Roll Call

Attendance Taken at 5:30 PM.

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

Also in attendance: Dr. Bryan Johnson, Superintendent

II. **Approval of the Agenda

Passed: Approval of the agenda with the following amendments: Under Item VII. Board Matters - Item C. Chief Operations Officer - Dr. Justin Robertson, remove 1. **Purchase of Sears at Northgate - Justin Witt, and 2. **Purchase of J C Penney at Northgate - Justin Witt passed with a motion by Dr. Steve Highlander and a second by Mr. Joe Smith.

Mr. Tucker McClendon:	No
Dr. Steve Highlander:	Yes
Mrs. Jenny Hill:	Yes
Mrs. Karitsa Jones:	Yes
Mrs. Kathy Lennon:	Yes
Mrs. Tiffanie Robinson:	Yes
Mr. Joe Smith:	Yes
Mrs. Rhonda Thurman:	Yes
Mr. Joe Wingate:	Yes
Yes: 8, No: 1	
Mr. Tucker McClendon:	No

III. Executive Session - No

IV. Pledge to the Flag and Meditation

V. **Approval of the Consent Agenda

Passed: Approval of the Consent Agenda passed with a motion by Dr. Steve Highlander and a second by Mr. Joe Smith.

Dr. Steve Highlander: Yes
Mrs. Jenny Hill: Yes
Mrs. Karitsa Jones: 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: 9, No: 0

A. Approval of the Minutes of the May 21, 2020 Regular Session

B. Executive Committee Report

C. Chief Business Officer - Brent Goldberg

1. Bids/Contracts

- A. Request Approval of Contract Extension with Stellar Therapy Services per RFP/Bid File 19-44 Recovering Funds from Tenn-Care and Medicaid.
- B. Request Approval of Contract with Signal Centers, Inc.
- C. Request Approval of Contract with Mose and Garrison Siskin Memorial Foundation, Inc.
- D. Request Approval of Contract with Parkridge Medical Centers, Inc., dba Parkridge Valley Hospital.
- E. Request Approval of Contract with Stellar Therapy, LLC for Speech/Language Billing and Related Administrative services.
- F. Request Approval of Contract with Stellar Therapy, LLC for Speech/Language Services Private and Home School Agreement.
- G. Request Approval of Contract with Orange Grove Center, Inc.
- H. Request Approval of MOU with Centerstone Mental Health Centers, Inc.
- I. Request Approval of Agreement with City of Chattanooga Department of Youth and Family Development Head Start/Early Head Start.
- J. Request Approval of Agreement with Hamilton County Juvenile Detention Unit.
- K. Request Approval of Agreement with Silverdale Correctional Facility and Hamilton County Jail.
- L. Request Approval to Purchase Instructor Training Programs and Products from CPI.
- M. Request Approval to Renew PowerSchool Software Maintenance Subscription and Support Contract.
- N. Request Approval to Purchase CASE Benchmark Assessments from TE21.
- O. Request Approval to Purchase Ellevation Subscription.
- P. Request Approval to Purchase Rosetta Stone Subscription.
- Q. Request Approval of MOU with Life Touch for School Pictures.
- R. Request Approval to Renew Contract with Helton and Associates for Environmental Consulting Services (AHERA).

- S. Request Approval of Bid File 20-30 Sale Creek Field House and Concession Building.
- T. Request Approval of Bid File 20-36 Reroof Red Bank High School Gym.
- U. Request Approval of School Nutrition Bids/RFPs for School Year 2020-2021.
- V. Request Approval of Bid File 20-75 HVAC Supplies for the Maintenance Dept.

2. Ratification of Emergency/Early approval for the purchase of serving line counters for Hixson High School and Howard Connect Academy (Bid File 20-56)

2. Financial Reports

3. Budget Amendments

a. Federal Grants, State Grants and Self-Funded Programs

The State Programs budget is amended by item #1. Item #1 consists of a current year award.

The Self-Funded Programs budget is amended by item #2. Item #2 consists of a current year award.

- 1. Competitive Priority School State Grant, with transfers between line items
- 2. Supplemental Salaries Self-Funded Program, with transfers between line items.

4. Approval of School Accounts Payable - Outstanding Obligations

5. Competitive Priority School State Grant (CPSSG)

6. Coronavirus Aid, Relief, and Economic Security (CARES) Act Elementary and Secondary School Emergency Relief (ESSER) Fund Application

D. Chief of Staff - Dr. Nakia Towns Edwards

1. Board Policies - Second Reading

- a. Board Policy - 5.301 - Religious, Emergency and Legal Leave
- b. Board Policy 5.302 - Sick Leave
- c. Board Policy 5.303 - Personal and Professional Leave
- d. Board Policy 5.305 - Family and Medical Leave
- e. Board Policy 5.308 - Sabbatical Leave

- f. Board Policy 5.309 - Legislative Leave
- 2. Board Policies - First and Final Reading
 - a. Board Policy 5.3022 - Bereavement Leave

VI. Administrative Business Matters

A. Chief Operations Officer - Dr. Justin Robertson

1. **Approval of CEP Schools 2020-2021

Passed: Approval of CEP Schools 2020-2021 passed with a motion by Mrs. Jenny Hill and a second by Mrs. Tiffanie Robinson.

Mrs. Rhonda Thurman: No
Dr. Steve Highlander: Yes
Mrs. Jenny Hill: Yes
Mrs. Karitsa Jones: Yes
Mrs. Kathy Lennon: Yes
Mr. Tucker McClendon: Yes
Mrs. Tiffanie Robinson: Yes
Mr. Joe Smith: Yes
Mr. Joe Wingate: Yes
Yes: 8, No: 1
Mrs. Rhonda Thurman: No

VII. Board Matters

A. Chief of Staff - Dr. Nakia Towns Edwards

1. **Calendar for 2021-2022 School Year

Tabled: Approval to table the vote on the Calendar for the 2021-2022 School Year was Tabled with a motion by Mr. Joe Smith and a second by Mrs. Rhonda Thurman.

Dr. Steve Highlander: Yes
Mrs. Jenny Hill: Yes
Mrs. Karitsa Jones: 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: 9, No: 0

Mrs. Jones made a motion to approve the calendar for the 2021-2022 school year. The motion was seconded by Mrs. Robinson. After much discussion, a motion was made by Mr. Smith and seconded by Mrs. Thurman to table the vote.

2. ****Federal Programs Consolidated Application - Angelia Askins, Garfield Adams**
Passed: Approval of the Federal Programs Consolidated Application passed with a motion by Mrs. Tiffanie Robinson and a second by Dr. Steve Highlander.

Dr. Steve Highlander: Yes
Mrs. Jenny Hill: Yes
Mrs. Karitsa Jones: 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: 9, No: 0

B. Chief Business Officer - Brent Goldberg

1. ****Washington Hills Lease Agreement**

Passed: Approval of the Washington Hills Lease Agreement with the City of Chattanooga passed with a motion by Dr. Steve Highlander and a second by Mr. Tucker McClendon.

Dr. Steve Highlander: Yes
Mrs. Jenny Hill: Yes
Mrs. Karitsa Jones: 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: 9, No: 0

VIII. Information Only

A. Legal Services Report

IX. Adjourn – The meeting was adjourned at 6:54 p.m.

Chairperson

Date

Superintendent

Date

Hamilton County Board of Education – DRAFT MINUTES NOT YET APPROVED BY THE BOARD
Board Meeting - Special Called Session
July 2, 2020 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

II. **Approval of the Agenda

III. Presentation of Reopening Plan

IV. Reopening Orientation

V. Adjourn

Hamilton County Board of Education
Board Meeting - Special Called Session
July 2, 2020 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

Attendance Taken at 5:30 PM.

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

Attendance Update Taken at 5:40 PM.

Mrs. Karitsa Jones: Present

Also in attendance: Dr. Bryan Johnson, Superintendent

I. Roll Call

II. **Approval of the Agenda

passed: Approval of the agenda passed with a motion by Dr. Steve Highlander and a second by Mrs. Rhonda Thurman.

Mrs. Karitsa Jones:	Absent
Dr. Steve Highlander:	Yes
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: 8, No: 0, Absent: 1

III. Presentation of Reopening Plan: A presentation and discussion was held with Board members, administrative staff, and reopening task force members.

IV. Reopening Orientation

V. Adjourn

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: July 16, 2020

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 June 18, 2020 through July 16, 2020 are included. These items include previously approved field trips indicated by an asterisk and various early/emergency approvals presented for ratification.

C. 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: July 16, 2020

RE: Bids/Contracts

1. Attached for your approval are bids/contracts for the following:

- A. Request Approval of Bid File 21-01 Instructional and Library Materials & Supplies.
- B. Request Approval of Bid File 21-02 P.E./Athletic Equipment & Supplies
- C. Request Approval of Bid File 21-03 Science Equipment, Materials & Supplies
- D. Request Approval of Bid File 21-05 Chartered Coach Carrier Service for Student Field Trips
- E. Request Approval of Bid File 21-06 Instructional Computer Software
- F. Request Approval of Bid File 21-07 Medical/First Aid Equipment & Supplies
- G. Request Approval of Bid File 20-37 McConnell Elementary Partial Reroof and Ceiling Replacement
- H. Request Approval of Bid File 20-50 Thrasher Elementary HVAC Controls
- I. Request Approval of Bid File 20-51 Howard High HVAC Controls
- J. Request Approval of Bid File 20-52 Snow Hill Elementary HVAC Controls
- K. Request Approval of Bid File 20-53 Big Ridge Elementary HVAC Controls
- L. Request Approval of Bid File 20-55 Furnish & Install Concrete
- M. Request Approval of Bid File 20-59 Furnish & Install Aluminum Walkway Covers & Canopies
- N. Request Approval of Bid File 20-60 Relocate Portable Classrooms
- O. Request Approval of Bid File 20-61 Furnish Heating Fuel
- P. Request Approval of Bid File 20-62 Furnish Propane Fuel
- Q. Request Approval of Bid File 20-63 Furnish & Install Fencing
- R. Request Approval of Bid File 20-64 Furnish & Install Lockers, Shelving, Racking, Storage, Workstations & Accessories.
- S. Request Approval of Bid File 20-67 Furnish Labor & Materials for Boiler, Piping and Duct Insulation Projects.
- T. Request Approval of Bid File 20-78 Furnish Electrical Supplies
- U. Request Approval of Bids for the School Nutrition Program for SY 2020-2021

- V. Request Approval of First Amendment to the Agreement with Stellar Therapy for Speech/Language, OT/PT Services
 - W. Request Approval of Tennessee ACT Vouchers
 - X. Request Approval to utilize two local authorized dealers for MAC/iPad repairs- Simply Mac and Stay Mobile.
 - Y. Request Approval to utilize list of Architectural/Engineering and Design Firms for 2020-2021 SY
-
- 2. Ratification of Emergency Purchases for the following items:
 - A. Five (5) Buses,
 - B. 800 Infrared Thermometers
 - C. Livestreaming Services for 2020 Graduation Ceremonies.
 - 3. Bids procured by the Purchasing Department, in all cases, low bids meeting specifications are recommended.
 - 4. Recommend approval as presented.

BG:de

Hamilton County Department of Education
 Bid Opening – June 10, 2020 – 10:30 am.
 Contract for Instructional, Library Materials, & Supplies
 Non-Exclusive Bid (Bid File 21-01)
Tabulation Sheet

Bidders	Discount %
Bedford, Freeman and Worth Pub. Group LLC	0
Beyond Play LLC	0
Booksource	25
Bound to Stay Bound Books Inc	30
Broad Reach Books	30
Cascade School Supplies	15-35
Cengage Learning Inc	10-70
COS Business Products and Interiors	25-50
EAI Education	15
Edmentum Inc	10
Follett School Solutions	5
Gumdrop Books	0
Hameray Publishing Group	0
Hand2Mind Inc	15
Hi Touch Business Services	33-78
IXL Learning	0
Junior Library Guild	0
Kaplan Early Learning Co	15
Knowbuddy Resources	30
Lakeshore Learning Materials	7
Lookout Books	30
Mackin Educational Resources	5
McGraw-Hill LLC	0
Mentoring Minds LP	0-35
Museum of Science	0
Music In Motion	0
N2Y LLC	0
Nasco Education LLC	10-20
National School Products	10
PAR Inc	10
Perfection Learning Corp	0-30
Perma Bound Books	0
Quill, LLC	5-15
Remainstobeseen	0-30
Renaissance	0

Hamilton County Department of Education
Bid Opening – June 10, 2020 – 10:30 am.
Contract for Instructional, Library Materials, & Supplies
Non-Exclusive Bid (Bid File 21-01)
Tabulation Sheet

Bidders	Discount %
S and S Worldwide	20
Saddleback Educational Inc	0
Scholastic Inc	0-25
School Box, The	20
School Specialty	35
Smart Apple Media	30
Super Duper Publications	2
Superior Text	38-40
TFH (USA) LTD	5
Therapro Inc	3
Touchmath LLC	0-10

Recommend Award of Bid To: All Vendors

46 Vendors Responded

Funds To Be Provided By: Operating and School Budgets

DE.jg

Hamilton County Department of Education
Bid Opening – June 10, 2020 – 1:30 PM
P.E./Athletic Equipment & Supplies Contract
Non-Exclusive Bid (Bid File 21-02)
Tabulation Sheet

Bidders	Discount %
Aluminum Athletic Equipment Co	5
The Athletic Shop Inc	25
BSN Sports LLC	10
Bill Fritz Sports Corp	10
MFAC LLC	10
NASCO Education LLC	15
Riddell	10-30
School Health dba Palos Sports	13
S and S Worldwide	20
Sports Spectrum	25
US Games	15
Varsity Spirit Fashions and Supplies LLC	5

Recommend Award Of Bid To: All Vendors

12 Vendors Responded

Funds To Be Provided By: Operating And School Budgets

DE.jg

[illegible]

11 Vendors Responded

DE.jg

Hamilton County Department of Education
Bid Opening – June 10, 2020 - 3:30 pm
Contracts to Provide Chartered Coach Service for Student Field Trips (Bid File 21-05)
Tabulation Sheet

Bidder	Cost Per Mile (Round Trip)		Other Size Passenger Bus (Round Trip)	
	28-33 Passenger	46-47 Passenger	Size	Cost Per Mile
Lattimore Tours				
Moore Bestway Travel			56	3.50
Premier Transportation	3.70 (1-30)	4.10 (31-40)	41-56	4.40
Premier Transportation			81	5.50
Sneed Transportation			84	3.00 (varies by mileage)

	Cost for Regular Day Trips Round Trip (12 hour Minimum)		Other Size Passenger Bus (12 Hour Minimum)	
	28-33 Passenger	46-47 Passenger	Size	Cost Per
Bidder				
Lattimore Tours				
Moore Bestway Travel			56	900.00
Premier Transportation	925.00 (1-30)	1,025 (31-40)	41-56	1,150.00
Premier Transportation			81	1,650.00
Sneed Transportation			84	900.00 (varies by mileage)

[illegible]

Hamilton County Department of Education
 Bid Opening – June 10, 2020 - 3:30 pm
 Contracts to Provide Chartered Coach Service for Student Field Trips (Bid File 21-05)
Tabulation Sheet

Bidder	Other Size Passenger Bus			
	Size	Cost Per Hour	Minimum Hours	Cost Each Additional Hour
Lattimore Tours				
Moore Bestway Travel	56	200.00	4	75.00
Premier Transportation	81	200.00	5	200.00
Sneed Transportation	84	55.00	4	55.00(may vary mileage)

RECOMMEND AWARD OF BID TO All Vendors

4 VENDORS RESPONDED

FUNDS TO BE PROVIDED BY Operating and School Budgets

DE:jg

Hamilton County Department of Education
 Bid Opening – June 11, 2020 – 10:30 am
 Instructional Computer Software Contract
 Non-Exclusive Bid (Bid File 21-06)
Tabulation Sheet

Bidders	Discount %
Curriculum Associates LLC	0
Edgenuity Inc	15
Education Shed Inc	4
ENA Services LLC	5-30
Gibbs M Smith Inc	0
Liminex Inc dba GoGuardian	47
Imagination Station Inc dba Istation	0
IXL Learning Inc	0
Kinems Inc	10
MobyMax Education LLC	0
Newsela	5
Reading Plus LLC	5-20
Renaissance Learning Inc	0
Schools PLP LLC	0
TouchMath Acquisition LLC	0-10

Recommend Award of Bid To: All Vendors

15 Vendors Responded

Funds To Be Provided By: Operating And School Budgets

DE:jg

Tabulation Sheet

[illegible]

Recommend Award Of Bid To: All Vendors

8 Vendors Responded

Funds To Be Provided By: Operating & School Budgets

DE:jg

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: July 16, 2020

RE: Bid File 20-37-McConnell Partial Reroof and ceiling replacement

Bids were received by the HCDE purchasing department at 2:00 P.M. on June 11, 2020 for the McConnell Elementary Partial Reroof and Ceiling Replacement. The apparent low bidder was E Cornell Malone Corp. in the amount of \$636,262.00.

I recommend approval.

Funding provided by Capital.

Attachments: Bid Tabulation
DH&W Recommendation Letter

May 11, 2020

Mr. Justin Witt
Facilities Director
Hamilton County Department of Education
2501 Dodds Avenue
Chattanooga, TN 37407



McConnel Elementary School- Phase 1 Reroofing
Hamilton County Department of Education Project No: 20-37
Recommendation of Award

Dear Mr. Witt,

Bids for the McConnell Elementary School Phase 1 Reroofing were received Thursday, June 11, 2020 at 2:00 PM. The Base Bid prices for each bidder are shown below, listed in descending order. A copy of our Bid Summary attached for your Reference.

<u>JDH Company</u>	<u>\$1,067,100.00</u>
<u>J&J Contractors</u>	<u>\$855,000.00</u>
<u>Porter Roofing</u>	<u>\$799,782.00</u>
<u>Tri State Roofing</u>	<u>\$744,926.00</u>
<u>Genesis Roofing</u>	<u>\$646,587.00</u>
<u>E. Cornell Malone Roofing</u>	<u>\$636,262.00</u>

The Bid of E. C. Malone, Inc., of 6214 Enterprise Drive, Knoxville, TN is the apparent low Bidder. We recommend that the Contract for Construction be awarded to E.C. Malone using their Base Bid of six hundred thirty-six thousand, two hundred sixty two dollars (\$636,262.00). E. C. Cornell anticipates the project will require 90 days to complete.

Please call me if I may be of any further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew C. Hausler".

Andrew C. Hausler, AIA
Partner, DH&W Architects, PLLC

Copy with attachments: J. Witt, file

Hamilton County Department of Education

McConnell Elem Reroofing Bid 20-37

DH&W Architects

6/11/2020 2:00

Modified Bitumen Roofing-20 year warranty Base Bid

Roof Area 18,164

Bid Tabulation Form

Remove existing roofing, remove skylights

\$ 35.03
\$ 791,609.50

Low Cost/SF

Average Cost/SF

Bidder	Receipt of Addendum	Signed/Dated	Non-Collusion	Drug Free	Iran Divestment	Addendum to Agreement	Bid Bond	Base Bid	1 1/2" Deck Repair/SF 300 SF incl in Bid	replace 0.6c decking with new 0.6c deck, 3,000 SF incl. in	Duration in days
Genesis Roofing	yes	yes	yes	yes	yes	yes	yes	\$ 646,587.00	\$ 7.50	\$ 7.00	100
Tri State Roofing	yes	yes	yes	yes	yes	yes	yes	\$ 744,926.00	\$ 5.00	\$ 5.50	180
Porter Roofing	yes	yes	yes	yes	yes	yes	yes	\$ 799,782.00	\$ 10.00	\$ 8.00	90
JDH Company	yes	yes	yes	yes	yes	yes	yes	\$ 1,067,100.00	\$ 8.00	\$ 12.00	120
J&J Contractors	yes	yes	yes	yes	yes	yes	yes	\$ 855,000.00	\$ 5.25	\$ 5.00	120
E. C. Malone	yes	yes	yes	yes	yes	yes	yes	\$ 636,262.00	\$ 6.00	\$ 9.50	90
								\$ -	\$ -	\$ -	

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: July 16, 2020

RE: RFP 20-50-Thrasher HVAC Controls

Bids were received by the HCDE purchasing department at 2:00 P.M. on June 9, 2020 for the Thrasher Elementary HVAC Controls Upgrades. The apparent low bidder was Electronic Controls Inc. in the amount of \$172,000.00.

I recommend approval.

Funding provided by Capital.

Attachments: Bid Tabulation
Campbell & Assoc. Recommendation Letter

Hamilton County Department of Education
 Bid Opening – June 9, 2020 – 2:00 PM.
 Bid File 20-50 Tab Sheet Control Upgrades For Thrasher Elementary

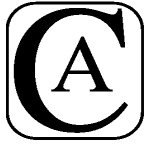
Bidder	Receipt of Addendum	Sign/ Dated Cert of Compl	Non-Collusion Affidavit	Drug Free Workplace	Iran Divestment	Addendum to Agreement	Bid Bond
Electronic Controls Inc	✓	✓	✓	✓	✓	✓	✓

Bidder	Base Bid	Owners General Allowance	Total Bid	Construction Time
Electronic Controls Inc	157,000	15,000.00	172,000	365 Days
		15,000.00		
		15,000.00		
		15,000.00		
		15,000.00		
		15,000.00		

Recommend Award of Bid To: Electronic Controls Inc.

Funds To Be Provided By: Maintenance/Capital Budget

DE.jg



**CAMPBELL &
ASSOCIATES, INC.**
CONSULTING ENGINEERS

June 11, 2020

Mr. Greg Higgins
Hamilton County Department of Education
2801 Dodds Avenue
Chattanooga, TN 37401

Subject: **Bid Recommendation Letter**
Control Upgrades at Thrasher Elementary
HC Bid File# 20-50
C&A Project # 20-010

Dear Greg:

Pursuant to the invitation to bid for the above subject project, bids were received at 2:00 pm EST Tuesday, June 9, 2020 from contractors. Having evaluated the bids and having contacted the apparent low bidder, Electronic Controls Inc. (ECI) of Chattanooga, TN, we are hereby making the following recommendation: We recommend the award of the base bid in the amount of \$172,000.00 to Electronic Controls Inc. of Chattanooga, TN. There were no alternates included in the bids. The contractor will be self-performing all work, for which they are appropriately licensed.

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.

1401 CARTER STREET • SUITE 100 • CHATTANOOGA, TN 37402
(423) 267-9718 • FAX (423) 265-7879
E-MAIL: caengrs@caengrs.com

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: July 16, 2020

RE: RFP 20-51-Howard HVAC Controls

Bids were received by the HCDE purchasing department at 2:15 P.M. on June 9, 2020 for the Howard School HVAC Controls Upgrades. The apparent low bidder was Electronic Controls Inc. in the amount of \$158,500.00.

I recommend approval.

Funding provided by Capital.

Attachments: Bid Tabulation
Campbell & Assoc. Recommendation Letter

Hamilton County Department of Education
 Bid Opening – June 9, 2020 – 2:15 PM.
 Bid File 20-51 Tab Sheet Control Upgrades For Howard High School

Bidder	Receipt of Addendum	Sign/ Dated Cert of Compl	Non-Collusion Affidavit	Drug Free Workplace	Iran Divestment	Addendum to Agreement	Bid Bond
Electronic Controls Inc	✓	✓	✓	✓	✓	✓	✓

Bidder	Base Bid	Owners General Allowance	Total Bid	Construction Time
Electronic Controls Inc	143,500	15,000.00	158,500	365 Days
		15,000.00		
		15,000.00		
		15,000.00		
		15,000.00		
		15,000.00		

Recommend Award of Bid To: Electronic Controls Inc.

Funds To Be Provided By: Maintenance/Capital Budget

DE.jg



**CAMPBELL &
ASSOCIATES, INC.**
CONSULTING ENGINEERS

June 11, 2020

Mr. Greg Higgins
Hamilton County Department of Education
2801 Dodds Avenue
Chattanooga, TN 37401

Subject: **Bid Recommendation Letter**
Control Upgrades at Howard High School
HC Bid File# 20-51
C&A Project # 20-013

Dear Greg:

Pursuant to the invitation to bid for the above subject project, bids were received at 2:15 pm EST Tuesday, June 9, 2020 from contractors. Having evaluated the bids and having contacted the apparent low bidder, Electronic Controls Inc. (ECI) of Chattanooga, TN, we are hereby making the following recommendation: We recommend the award of the base bid in the amount of \$158,500.00 to Electronic Controls Inc. of Chattanooga, TN. There were no alternates included in the bids. The contractor will be self-performing all work, for which they are appropriately licensed.

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.

1401 CARTER STREET • SUITE 100 • CHATTANOOGA, TN 37402
(423) 267-9718 • FAX (423) 265-7879
E-MAIL: caengrs@caengrs.com

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: July 16, 2020

RE: RFP 20-52-Snow Hill HVAC Controls

Bids were received by the HCDE purchasing department at 2:15 P.M. on June 9, 2020 for the Snow Hill HVAC Controls Upgrades. The apparent low bidder was Electronic Controls Inc. in the amount of \$247,300.00.

I recommend approval.

Funding provided by Capital.

Attachments: Bid Tabulation
Campbell & Assoc. Recommendation Letter

Hamilton County Department of Education
 Bid Opening – June 9, 2020 – 2:30 PM.
 Bid File 20-52 Tab Sheet Control Upgrades For Snow Hill Elementary

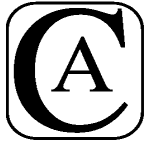
Bidder	Receipt of Addendum	Sign/ Dated Cert of Compl	Non-Collusion Affidavit	Drug Free Workplace	Iran Divestment	Addendum to Agreement	Bid Bond
Electronic Controls Inc	✓	✓	✓	✓	✓	✓	✓

Bidder	Base Bid	Owners General Allowance	Total Bid	Construction Time
Electronic Controls Inc	232,300	15,000.00	247,300	415 Days
		15,000.00		
		15,000.00		
		15,000.00		
		15,000.00		
		15,000.00		

Recommend Award of Bid To: Electronic Controls Inc.

Funds To Be Provided By: Maintenance/Capital Budget

DE.jg



**CAMPBELL &
ASSOCIATES, INC.**
CONSULTING ENGINEERS

June 11, 2020

Mr. Greg Higgins
Hamilton County Department of Education
2801 Dodds Avenue
Chattanooga, TN 37401

Subject: **Bid Recommendation Letter**
Control Upgrades at Snow Hill Elementary
HC Bid File# 20-52
C&A Project # 20-014

Dear Greg:

Pursuant to the invitation to bid for the above subject project, bids were received at 2:15 pm EST Tuesday, June 9, 2020 from contractors. Having evaluated the bids and having contacted the apparent low bidder, Electronic Controls Inc. (ECI) of Chattanooga, TN, we are hereby making the following recommendation: We recommend the award of the base bid in the amount of \$247,300.00 to Electronic Controls Inc. of Chattanooga, TN. There were no alternates included in the bids. The contractor will be self-performing all work, for which they are appropriately licensed.

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.

1401 CARTER STREET • SUITE 100 • CHATTANOOGA, TN 37402
(423) 267-9718 • FAX (423) 265-7879
E-MAIL: caengrs@caengrs.com

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: July 16, 2020

RE: RFP 20-53-Big Ridge HVAC Controls

Bids were received by the HCDE purchasing department at 2:15 P.M. on June 9, 2020 for the Big Ridge Elementary HVAC Controls Upgrades. The apparent low bidder was Electronic Controls Inc. in the amount of \$256,500.00.

I recommend approval.

Funding provided by Capital.

Attachments: Bid Tabulation
Campbell & Assoc. Recommendation Letter

Hamilton County Department of Education
 Bid Opening – June 9, 2020 – 2:45 PM.
 Bid File 20-53 Tab Sheet Control Upgrades For Big Ridge Elementary

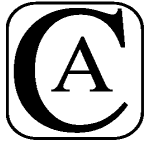
Bidder	Receipt of Addendum	Sign/ Dated Cert of Compl	Non-Collusion Affidavit	Drug Free Workplace	Iran Divestment	Addendum to Agreement	Bid Bond
Electronic Controls Inc	✓	✓	✓	✓	✓	✓	✓

Bidder	Base Bid	Owners General Allowance	Total Bid	Construction Time
Electronic Controls Inc	241,500	15,000.00	256,500	415 Days
		15,000.00		
		15,000.00		
		15,000.00		
		15,000.00		
		15,000.00		

Recommend Award of Bid To: Electronic Controls Inc.

Funds To Be Provided By: Maintenance/Capital Budget

DE.jg



**CAMPBELL &
ASSOCIATES, INC.**
CONSULTING ENGINEERS

June 11, 2020

Mr. Greg Higgins
Hamilton County Department of Education
2801 Dodds Avenue
Chattanooga, TN 37401

Subject: **Bid Recommendation Letter**
Control Upgrades at Big Ridge Elementary
HC Bid File# 20-53
C&A Project # 20-015

Dear Greg:

Pursuant to the invitation to bid for the above subject project, bids were received at 2:15 pm EST Tuesday, June 9, 2020 from contractors. Having evaluated the bids and having contacted the apparent low bidder, Electronic Controls Inc. (ECI) of Chattanooga, TN, we are hereby making the following recommendation: We recommend the award of the base bid in the amount of \$256,500.00 to Electronic Controls Inc. of Chattanooga, TN. There were no alternates included in the bids. The contractor will be self-performing all work, for which they are appropriately licensed.

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.

1401 CARTER STREET • SUITE 100 • CHATTANOOGA, TN 37402
(423) 267-9718 • FAX (423) 265-7879
E-MAIL: caengrs@caengrs.com

Hamilton County Department of Education
 Bid Opening – June 15, 2020 – 1:30 pm.
 Bid File 20-55 Tab Sheet Contract to Supply and Install Concrete for Maint Dept

Bidder	Sawing Concrete Pavement Full Depth Per Linear Foot	Skid Steer Including Operator And Machine Per Hour	Hydraulic Mini Excavator Including Operator And Machine Per Hour	Rubber Tired Backhoe (CAT 420 Or Equal) Including Operator And Machine Per Hour	Dump Truck (14 Yard Bed) Tri-Axle Including Operator And Machine Per Hour	Supply, Form, Place And Broom Finish Per Cubic Yd
Chapman Concrete Construction	4.00	85.00	95.00	95.00	85.00	400.00
Chickamauga Construction LLC	5.00	95.00	115.00	120.50	95.00	573.00
*Integrated Concrete Inc	4.94	113.75	130.00	156.81	143.00	822.38

Bidder	Supply, Form And Slick Finish Per Cubic Yd	Supply Concrete, Line Pump, Place And Broom Finish Per Cubic Yd	Supply Concrete, Line Pump, Place And Slick Finish Per Cubic Yd	Demo Existing Concrete, Remove, Supply And Place Per Cubic Yd	Additional Labor Rates for Services Not Covered Laborer Per Hour	Journeyman Per Hour
Chapman Concrete Construction	400.00	400.00	400.00	600.00	55.00	70.00
Chickamauga Construction LLC	580.00	650.00	700.00	780.00	33.00	42.00
*Integrated Concrete Inc	875.16	1,104.48	1,169.48	1,701.18	58.50	71.50

Hamilton County Department of Education
Bid Opening – June 15, 2020 – 1:30 pm.
Bid File 20-55 Tab Sheet Contract to Supply and Install Concrete for Maint Dept

Bidder	Supervisor Per Hour	Overhead Percentage	Profit Percentage
Chapman Concrete Construction	90.00	15	15
Chickamauga Construction LLC	69.00	7.62	20
*Integrated Concrete Inc	100.00	15	10

*Overhead and profit percentages are included in all unit prices.

*Overhead and profit percentages on items not included in bid shall be assessed at rates provided on bid.

Recommend Award of Bid To: All Vendors

Funds To Be Provided By: Maint Dept

DE.jg

HAMILTON COUNTY DEPARTMENT OF EDUCATION
BID OPENING – June 16, 2020 – 10:30 am.
CONTRACT TO FURNISH AND INSTALL ALUMINUM WALKWAY COVERS AND CANOPIES
(BID FILE 20-59)
TABULATION SHEET

<u>BIDDERS</u>	<u>Red Bank Aluminum</u>	<u>Mobile Modular Management</u>
Alum. Cover < 10' Project. .020 wall thickness Per Sq. Foot	8.50	35.00
Alum. Cover > 10' Project. .025 wall thickness Per Sq. Foot	8.50	32.50
3" Aluminum Post Each	100.00	250.00
3" Steel Post Each	100.00	250.00

RECOMMEND AWARD OF BID TO: All Vendors

FUNDS TO BE PROVIDED BY: Maintenance Budget & Capital Projects Fund

DE.jg

HAMILTON COUNTY DEPARTMENT OF EDUCATION
 BID OPENING – June 16, 2020 – 11:00 am.
 CONTRACT TO RELOCATE PORTABLE CLASSROOMS
 (BID FILE 20-60)
TABULATION SHEET

BIDDERS	Move and set-in- place 0-35 miles TOTAL COST per SF	Take apart, move both halves, reconnect & set-in place 0-35 miles TOTAL COST per SF	ADDITIONAL COST for Intermediate Placement
American Trailer Haul Inc	5.50	5.50	1,200 ea
Mobile Modular Management	4.13	7.44	4.13 SF

RECOMMEND AWARD OF BID TO: All Vendors

FUNDS TO BE PROVIDED BY: Maintenance Budget & Capital Projects Fund

HAMILTON COUNTY DEPARTMENT OF EDUCATION
BID OPENING – June 16, 2020 – 11:30 AM
CONTRACT TO FURNISH HEATING FUEL AT HAMILTON COUNTY HIGH SCHOOL
(BID FILE 20-61)
TABULATION SHEET

<u>BIDDERS</u>	<u>Fuel Oil/Diesel Per Gallon</u>	<u>Delivery Charge Per Gallon</u>	<u>Total Cost Per Gallon</u>
Sweetwater Valley Oil Co dba Valley Oil	3.35	.15	3.50

RECOMMEND AWARD OF BID TO: Sweetwater Valley Oil Co dba Valley Oil

FUNDS TO BE PROVIDED BY: OPERATING BUDGET

DE.jg

HAMILTON COUNTY DEPARTMENT OF EDUCATION
BID OPENING – June 16, 2020 – 11:45 AM
CONTRACT TO FURNISH PROPANE FUEL
(BID FILE 20-62)
TABULATION SHEET

BIDDERS	Propane Fuel Per Gallon	Delivery Charge Per Gallon	Total Cost Per Gallon
Amerigas Propane	1.11	0	1.11
Blossman Gas Inc	1.15	0	1.15
Ferrellgas LP	1.23	0	1.23
Suburban Propane	1.1082	0	1.1082

RECOMMEND AWARD OF BID TO: Suburban Propane

FUNDS TO BE PROVIDED BY: OPERATING BUDGET

DE.jg

HAMILTON COUNTY DEPARTMENT OF EDUCATION
 BID OPENING –JUNE 16, 2020– 1:30 PM.
 CONTRACT TO FURNISH & INSTALL FENCING FOR SCHOOL SYSTEM
 BID FILE 20-63
TABULATION SHEET

<u>VENDOR NAME</u>	<u>A Affordable Fence</u>
<u>FENCE 96" Fabric SS40</u>	
Per Linear Foot	19.50
Terminal Posts/each	115
Corner Posts/each	140
Gates 3' Opening/each	300
Gates 4' Opening/each	350
Gates 6' Opening/each	370
Gates 10' Opening-Double Gate/per opening	475
Gates 12' Opening-Double Gate/per opening	525
<u>FENCE 96"Vinyl SS40</u>	
Per Linear Foot	25.00
Terminal Posts/each	155
Corner Posts/each	180
Gates 3' Opening/each	380
Gates 4' Opening/each	410
Gates 6' Opening/each	435
Gates 10' Opening-Double Gate/per opening	610
Gates 12' Opening-Double Gate/per opening	760
<u>FENCE 72" Fabric SS40</u>	
Per Linear Foot	17.50
Terminal Posts/each	90
Corner Posts/each	110
Gates 3' Opening/each	285
Gates 4' Opening/each	320
Gates 6' Opening/each	360
Gates 10' Opening-Double Gate/per opening	510
Gates 12' Opening-Double Gate/per opening	560
<u>FENCE 72" Vinyl SS40</u>	
Per Linear Foot	22.00
Terminal Posts/each	160
Corner Posts/each	185
Gates 3' Opening/each	390
Gates 4' Opening/each	435
Gates 6' Opening/each	485
Gates 10' Opening-Double Gate/per opening	610
Gates 12' Opening-Double Gate/per opening	685

HAMILTON COUNTY DEPARTMENT OF EDUCATION
 BID OPENING –JUNE 16, 2020– 1:30 PM.
 CONTRACT TO FURNISH & INSTALL FENCING FOR SCHOOL SYSTEM
 BID FILE 20-63
TABULATION SHEET

<u>VENDOR NAME</u>	<u>A Affordable Fence</u>
<u>FENCE 72" Fabric SS20</u>	
Per Linear Foot	15.00
Terminal Posts/each	90
Corner Posts/each	105
Gates 3' Opening/each	295
Gates 4' Opening/each	320
Gates 6' Opening/each	360
Gates 10' Opening-Double Gate/per opening	510
Gates 12' Opening-Double Gate/per opening	560
<u>FENCE 72" Vinyl SS20</u>	
Per Linear Foot	21.00
Terminal Posts/each	145
Corner Posts/each	165
Gates 3' Opening/each	380
Gates 4' Opening/each	410
Gates 6' Opening/each	435
Gates 10' Opening-Double Gate/per opening	610
Gates 12' Opening-Double Gate/per opening	760
<u>FENCE 60" Fabric SS40</u>	
Per Linear Foot	16.00
Terminal Posts/each	80
Corner Posts/each	110
Gates 3' Opening/each	290
Gates 4' Opening/each	300
Gates 6' Opening/each	335
Gates 10' Opening-Double Gate/per opening	460
Gates 12' Opening-Double Gate/per opening	525
<u>FENCE 60" Vinyl SS40</u>	
Per Linear Foot	20.00
Terminal Posts/each	140
Corner Posts/each	170
Gates 3' Opening/each	310
Gates 4' Opening/each	335
Gates 6' Opening/each	360
Gates 10' Opening-Double Gate/per opening	530
Gates 12' Opening-Double Gate/per opening	625

HAMILTON COUNTY DEPARTMENT OF EDUCATION
 BID OPENING –JUNE 16, 2020– 1:30 PM.
 CONTRACT TO FURNISH & INSTALL FENCING FOR SCHOOL SYSTEM
 BID FILE 20-63
TABULATION SHEET

<u>VENDOR NAME</u>	<u>A Affordable Fence</u>
<u>FENCE 60" Fabric SS20</u>	
Per Linear Foot	14.00
Terminal Posts/each	75
Corner Posts/each	105
Gates 3' Opening/each	290
Gates 4' Opening/each	310
Gates 6' Opening/each	335
Gates 10' Opening-Double Gate/per opening	460
Gates 12' Opening-Double Gate/per opening	535
<u>FENCE 60" Vinyl SS20</u>	
Per Linear Foot	19.00
Terminal Posts/each	130
Corner Posts/each	160
Gates 3' Opening/each	300
Gates 4' Opening/each	325
Gates 6' Opening/each	360
Gates 10' Opening-Double Gate/per opening	530
Gates 12' Opening-Double Gate/per opening	625
<u>FENCE 48" Fabric SS40</u>	
Per Linear Foot	14.50
Terminal Posts/each	75
Corner Posts/each	105
Gates 3' Opening/each	225
Gates 4' Opening/each	300
Gates 6' Opening/each	325
Gates 10' Opening-Double Gate/per opening	460
Gates 12' Opening-Double Gate/per opening	525
<u>FENCE 48" Vinyl SS40</u>	
Per Linear Foot	18.00
Terminal Posts/each	110
Corner Posts/each	135
Gates 3' Opening/each	260
Gates 4' Opening/each	310
Gates 6' Opening/each	325
Gates 10' Opening-Double Gate/per opening	610
Gates 12' Opening-Double Gate/per opening	635

HAMILTON COUNTY DEPARTMENT OF EDUCATION
 BID OPENING –JUNE 16, 2020– 1:30 PM.
 CONTRACT TO FURNISH & INSTALL FENCING FOR SCHOOL SYSTEM
 BID FILE 20-63
TABULATION SHEET

<u>VENDOR NAME</u>	<u>A Affordable Fence</u>
<u>FENCE 48" Fabric SS20</u>	
Per Linear Foot	12.50
Terminal Posts/each	65
Corner Posts/each	95
Gates 3' Opening/each	225
Gates 4' Opening/each	300
Gates 6' Opening/each	325
Gates 10' Opening-Double Gate/per opening	460
Gates 12' Opening-Double Gate/per opening	610
<u>FENCE 48" Vinyl SS20</u>	
Per Linear Foot	17.50
Terminal Posts/each	95
Corner Posts/each	110
Gates 3' Opening/each	260
Gates 4' Opening/each	285
Gates 6' Opening/each	325
Gates 10' Opening-Double Gate/per opening	610
Gates 12' Opening-Double Gate/per opening	635
<u>BARBED WIRE –</u>	
12.5 gauge w/4 points on 5" spacing Installation/Per Linear Foot (3 strands)	6.00
<u>COUNTER-weighted roll gates,</u>	
SS40, 72"h w/barbed wire	
Gates 20' Opening/each	2,800.00
Gates 24' Opening/each	3,300.00
Gates 28' Opening/each	3,900.00
Gates 32' Opening/each	4,300.00
Gates 36' Opening/each	4,900.00
<u>REMOVAL AND DISPOSAL</u>	
Unit Cost for Removal & Disposal/per LF	10.00

Recommend Award of Bid To A-Affordable Fence

Funds To Be Provided By Capital Projects Fund

Hamilton County Department of Education
Bid Opening –June 16, 2020 – 2:30 pm.
Non-Exclusive Contracts for Locker Projects (Bid File 20-64)
Tabulation Sheet

<u>Bidders</u>	<u>Business Systems and Consultants</u>	<u>Prestige Sales Co. Inc.</u>
Labor Rates – Per Hour		
Foreman	50	65
Journeyman		40
4 th yr. Apprentice		38
3 rd yr. Apprentice		36
2 nd yr. Apprentice		34
1 st yr. Apprentice		34
Helper	25	30
Laborer	25	30
Overhead Percentage (%)		5
Profit Percentage (%)		5

Recommend Award of Bid To: Prestige Sales Co., Inc.

Funds To Be Provided By: Maintenance Budget & Capital Projects Fund

DE:jg

Hamilton County Department of Education
Bidders Opening – July 2, 2020– 11:00 am
Contracts to Furnish Labor & Materials for Boiler, Piping, and Duct Insulation Projects
(Bid File 20-67)
Tabulation Sheet

<u>Bidder</u> <u>Breeding Insulation Company Chattanooga Inc</u>					
Description	Installed "T" Fittings Each	Installed 90 Fittings Each	Installed Straight Line P/Linear Ft	Finished 1 Layer Fabric 1 Coat Mastic P/Liner Ft	Evolution Fiberglas Pipe Insulation P/Linear Ft.
½" thick ½"	8.44	12.05	4.11	2.96	7.21
½" thick ¾"	8.76	12.28	4.28	3.04	7.48
½" thick 1"	8.95	14.44	4.40	3.18	7.74
½" thick 1 ¼"	9.16	14.46	4.55	3.28	7.99
½" thick 1 ½"	10.08	17.32	4.80	3.37	8.33
½" thick 2"	10.57	19.53	5.04	3.51	8.73
1" thick ½"	8.52	13.56	4.37	3.25	7.79
1" thick ¾"	8.69	13.84	4.62	3.42	8.21
1" thick 1"	8.89	16.51	4.66	3.46	8.30
1" thick 1 ¼"	9.24	17.04	4.91	6.62	8.72
1" thick 1 ½"	10.13	20.16	5.23	3.65	9.06
1" thick 2"	10.57	23.29	5.52	3.82	9.53
1 ½" thick 2 ½"	14.35	34.38	8.33	4.94	13.50
1 ½" thick 3"	16.12	37.83	8.59	5.08	13.92
1 ½" thick 4"	20.52	44.95	8.86	5.72	15.18
1 ½" thick 5"	24.05	60.19	10.35	5.78	16.42
1 ½" thick 6"	28.24	85.73	10.74	7.58	18.70
2" thick 8"	43.90	155.82	17.75	9.94	24.18
		<u>Body</u>		<u>Head</u>	
1 ½" thick Insulation on Storage Tanks/ SF		<u>8.60</u>	Per Sq. Ft.	<u>13.09</u>	Per Sq. Ft
2" thick Insulation on Storage Tanks/SF		<u>9.14</u>	Per Sq. Ft	<u>13.66</u>	Per Sq. Ft

**Hamilton County Department of Education
Bidders Opening – July 2, 2020– 11:00 am
Contracts to Furnish Labor & Materials for Boiler, Piping, and Duct Insulation Projects
(Bid File 20-67)
Tabulation Sheet**

Aerocell Insulation- Quote Installed Price:

<u>Description</u>	<u>Installed "T" Copper Pipe Fittings</u>	<u>Installed 90 Copper Pipe Fittings</u>	<u>Installed Straight Copper Pipe Line P/Linear Ft</u>
½' thick Aerocell			
½"	<u>3.16</u>	<u>6.64</u>	<u>3.44</u>
¾"	<u>3.23</u>	<u>6.91</u>	<u>3.59</u>
1"	<u>3.34</u>	<u>7.42</u>	<u>3.73</u>
1 ¼"	<u>3.60</u>	<u>8.43</u>	<u>3.93</u>
1 ½"	<u>3.88</u>	<u>9.16</u>	<u>4.30</u>
2"	<u>4.47</u>	<u>16.36</u>	<u>4.92</u>

<u>Exterior Duct – 2"</u> <u>Thick Insulation</u> <u>per/square/ft.</u>	<u>Attic Duct – 2"</u> <u>Thick Insulation</u> <u>per/square/ft</u>
<u>8.82</u>	<u>8.57</u>

Recommend Award Of Bidders To: Breeding Insulation Company Chattanooga Inc

1 Vendor Responded

Funds To Be Provided By: Capital and Operating Budgets

DE.jg

Hamilton County Department of Education
 Bid Opening – June 12, 2020 – 10:30 AM.
 Bid File 20-78 Tab Sheet Contract for Electrical Supplies

Bidder	Raco 232 Electrical Box, square, 4 x 4 x 2 or equal	Raco 189 Electrical Box, square, 4 x 4 x 1 1/2 or equal	20 Amp Commercial Grade Duplex Outlet	20 Amp 3- way Commercial Grade Toggle Switch	2 Tube T8 - 1500 W Hi D Ballast	½" x 10' EMT Conduit
Batteries Plus Bulbs						
Chattanooga Electric Supply	.84	.57	1.00	2.30	9.90	3.50
Wholesale Supply Group Inc	.92	.66	1.14	2.54	16.04	38.20/c
Inline Electric Supply Co Inc	.96	.60	1.50	2.80	16.05	3.77
Mayer Electric	1.17	.75	1.26	2.96	8.55	.37 per ft

Bidder	½" Seal Tight Flex Conduit	50 Amp 3 Pole Breaker	Square D Brand Parts, Please List A Discount Percentage Off Of List Price	Siemens Parts, Pleas List A Discount Percentage Off Of List Price
Batteries Plus Bulbs				
Chattanooga Electric Supply	.39	69.00	10	10
Wholesale Supply Group Inc	97.13/c	60.28		
Inline Electric Supply Co Inc	.97	35.83		60-80
Mayer Electric	.94	127.23	5-35	

Hamilton County Department of Education
 Bid Opening – June 12, 2020 – 10:30 AM.
 Bid File 20-78 Tab Sheet Contract for Electrical Supplies

Bidder	General Electric Parts, Please List A Discount Percentage Off Of List Price	Cuttler Hammer, Please List A Discount Percentage Off Of List Price	Eaton Products, Please List A Discount Percentage Off Of List Price	Please List A Percentage Off All Other Electrical Products Not Listed
Batteries Plus Bulbs				25
Chattanooga Electric Supply Wholesale Supply Group Inc	10	10	10	
Inline Electric Supply Co Inc				20
Mayer Electric				5-40

Recommend Award of Bid To: All Vendors

Funds To Be Provided By: Maintenance/Capital Budget

DE.jg



MEMORANDUM

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

FROM: Dr. Justin Robertson, Chief Operations Officer
Kristen Nauss, School Nutrition Director

DATE: July 16, 2020

RE: Recommendation for Approval for the School Nutrition Program

It is recommended that the following vendors be approved to provide the following products/service listed below for the School Nutrition Program for SY 2020-2021:

<u>Company/Vendor/Non-Food</u>	<u>Product/Service</u>	<u>Bid File Number</u>
All Pest	Pest Control Services	RFP File # 20-76
Onsite Environmental	Grease Trap Pumping/Cleaning Services	Bid File # 19-43

Non-Discrimination Statement

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

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

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

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov. This institution is an equal opportunity provider.



**HAMILTON
COUNTY
SCHOOLS**

School
Nutrition

Date: January 22, 2020

Mr. Chris Parker
Onsite Environmental.
3900 North Hawthorne St
Chattanooga, TN 37406

Re: Bid File 19-43
Grease Trap/Interceptor Pumping and Cleaning

Mr. Parker:

This is a request for the renewal of Bid 18-49. The initial contract period with Onsite Environmental for Grease Trap/Interceptor Pumping and Cleaning ends June 30, 2020. As stated in the original bid conditions, the contract may be renewed for up to two additional years (three years total).

Original Bid Period: July 1, 2019– June 30, 2020
Proposed Renewal Bid Period: July 1, 2020-- June 30, 2021 (1st renewal year)

Although according to the bid conditions, you have until March 1, 2020 to petition for a price increase/decrease.

The request to increase/decrease prices (if so chosen) will be analyzed, based on comparison indices from The Bureau of Labor, Consumer Price Index for all urban, water and sewer and trash collection services, unadjusted index table #2 from CPI Detailed Report, will be the comparison index that will be used for price-redeterminations as per bid conditions. Your document is to include the item description and price changes for any item desired according to the process listed in the bid.

After the renewal request is received and approval of any price changes approved, a notification of acknowledgement of the agreement will be sent to you to be signed and returned to the above address.

The final approval is pending based on board approval. Thank you for your cooperation.

Sincerely,

Kristen Nauss, Director
School Nutrition Program

Please indicate below your desire to renew and whether a price increase is being requested. We ask that you fax this back to Martha Marrufo at (423) 498 6656 or at marrufo_m@hcde.org by March 1, 2020.

Yes ☒ No ☐ Onsite Environmental wishes to renew this bid for 2020 2021 SY.

Yes ☐ No ☒ Onsite Environmental wishes to request a price increase/decrease based on the bid renewal conditions (If yes, refer to the paragraph above relating to the renewal process).

Natalie Fitzhugh Account Manager
Company Representative Title

3-5-2020
Date

Onsite Environmental
Company Name

Non-Discrimination Statement

This Institution is an equal opportunity provider.

Hamilton County Department of Education
 Bid Opening – June 18, 2020 – 1:30 pm.
 RFP File 20-76 Tab Sheets Pest Control Services for SN Dept

Bidders	Initial treatment and inspection Fee Per school	Monthly Treatment Fee Per School:	Emergency Service Fee
Lookout Pest Control	Non Responsive		
Volunteer Rid-A-Pest	No Bid		
Bug Busters Inc	60.00	60.00	0
Kirklands Pest Control	55.00	55.00	125.00
All Pest Extermination	45.00	45.00	0

Recommend Award of Bid To: All Pest Extermination

Funds To Be Provided By: Maintenance/Capital Budget

DE.jg

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

MEMORANDUM:

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

From: Angelia Askins, Federal Programs Director

Date: July 16, 2020

Re: Stellar Therapy Speech/Language, OT/PT Services Agreement
Amendment

I am respectfully requesting that you approve the first amendment to the agreement with Stellar Therapy Services, LLC Bid File 19-44 staffing for the contract period July 01, 2020 through June 30, 2021. This agreement is to provide Speech and Language, Occupational and Physical Therapy services as required by Individual Education Plans and supervised by the Exceptional Education Director & Supervisor of Related Services.

The amendment is needed to cover summer assessments and compensatory services due to the COVID-19 school closure. The Exceptional Education Department is not able to cover these services with current HCDE staff and have to use Stellar Therapy staff to provide these services to students. The contract amendment is for an additional \$60,000 for the 20-21 school year using Cares Act funds making the total contract not to exceed \$ 2,210,000. The contract and amendment will be paid with a combination of funds from Medicaid Reimbursement, IDEA Part B, Ex Ed General Purpose Budget, and Cares Act.

Thank you for your consideration of approving the contract amendment for the 2020-2021 school year services.

**FIRST AMENDMENT TO
SERVICES AGREEMENT
Stellar Therapy Services, LLC**

This **FIRST AMENDMENT** ("Amendment") is made and entered into as of the 16th day of July 2020 ("Effective Date"), by and between Hamilton County Department of Education (hereinafter the "Department") and Stellar Therapy Services, LLC (hereinafter referred to as "provider").

RECITALS

WHEREAS, Department and Agency entered into that certain Employment Agreement dated June 18, 2020 (the "Agreement"); for the 2020-2021 school year and

WHEREAS, the parties desire to amend the Agreement as more fully set forth below.

NOW, THEREFORE, for good and valuable consideration, the sufficiency, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. Paragraph numbered 3 in the Agreement is hereby amended to read:

Compensation.

(a) In consideration for the Therapy Services provided by Contractor, HCDE agrees to pay Contractor its Fees for Therapy Services per the following rate schedule:

THERAPY SERVICES:	
Speech and Language Pathologist	\$62/hour
Speech and Language Pathologist – Clinical Fellow or MA	\$50/hour
Speech and Language Assistant	\$40/hour
Occupational Therapist – Registered	
Certified Occupational Therapy Assistant	\$50/hour
Physical Therapist-Registered	\$62/hour
Physical Therapist Assistant	\$50/hour
Physician's Assistant	\$25/visit

Therapy Service fees for the agreed upon staffing plan will not exceed \$2,210,000.00 under the terms of this contract. Contractor agrees to not exceed the maximum limits of this staffing plan without written request from the Director of Special Education.

Therapy Services reimbursed under the above rate schedule include direct and indirect service time, assessments, evaluations, treatments, consultation, documentation, progress reports, meeting attendance, travel time between schools, documentation and prep time performed onsite or offsite. Other services may be added as needed with rates to be agreed upon in advance by both parties. All amounts payable to Contractor pursuant to this Section 3(a) shall be referred to herein as the "Fees for Therapy Services."

2. Except as expressly set forth above, the Agreement as written shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands hereto as of the date written above.

Melissa Christopher, Executive Director
Stellar Therapy Services, LLC

Holly Christopher, Administrator
Stellar Therapy Services, LLC

Angelia Askins, Federal Program Director
Hamilton County Board of Education

Dr. Bryan Johnson, Superintendent
Hamilton County Board of Education

Board Chairman
Hamilton County Board of Education

Hamilton County Department of Education

3074 Hickory Valley Road
Chattanooga, Tennessee 37421
Phone 423/498-7072 Fax 423/498-6689

MEMORANDUM

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

From: Shannon Moody, Director, Accountability and Research

Date: July 16, 2020

Re: Tennessee ACT Vouchers

We estimate 2575 eleventh graders enrolled in Hamilton County Schools 2020-20221.

The State provides funding for the ACT exams through BEP Funds. These are vouchers to be used for 2020-2021 cohort students to take the ACT in July or December. All funds for this Purchase Order should have been carried over from what was not used in the March ACT State Date.

Hamilton County Department of Education

3074 Hickory Valley Road
Chattanooga, Tennessee 37421
Phone 423/498-7072 Fax 423/498-6689

MEMORANDUM

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

From: Shannon Moody, Director, Accountability and Research

Date: January 16, 2020

Re: Tennessee ACT Vouchers

The Office of Accountability and Testing requests the Board of Education's approval for the purchase of Tennessee/ACT Vouchers for all eleventh grade students. This purchase order is for \$145,262.00.

The cost per voucher is \$37 and every student is allowed one voucher, one time during his/her high school years. The State has now mandated that all eleventh grade students take the ACT exam and the one-time voucher is to be used at that time.

We estimate 3926 eleventh graders enrolled in Hamilton County Schools 2019-2020.

The State provides funding for the ACT exams through BEP Funds.

**ACT® State Testing Program
Tennessee Department of Education
Description of Services
Spring 2020**

This Description of Services is incorporated into the ACT College and Career Readiness Master Services Agreement ("Agreement") having an Effective Date of 12/13/2018, by and between ACT, Inc. and the HAMILTON COUNTY DEPARTMENT OF EDUCATION ("Customer"). This Description of Services shall be incorporated into and governed by the terms of the Agreement.

Background: The Tennessee Department of Education (TDOE) has deemed your district and schools eligible to participate in the Spring 2020 statewide administration of the ACT®. ACT, Inc. will support the Customer in administering ACT assessments to its 11th grade students. For purposes of this administration, 11th grade students are defined as public school students in the third year of high school after their initial enrollment in the ninth grade. Under this Agreement, "ACT" is used to refer to online and paper-based assessments that include English, mathematics, reading, and science, an Interest Inventory, and Student Profile. This Description of Services details the services and deliverables provided as part of the Assessment program (the "Program").

I. Services. The following Assessments and Services will be provided by ACT, Inc. to Customer:

1. Program Planning Documentation. ACT will post a Schedule of Events to the ACT-hosted Tennessee state testing website.
2. Test Administration Available Dates. Customer may administer the ACT test on any of the TDOE-selected test dates appearing on the posted Schedule of Events.
3. Ordering Platform. ACT will provide an online platform for Customer to indicate their participation, manage test administration, to designate testing staff, upload students, and order test materials.
4. Student Data Upload (SDU) File Layout. ACT will post an SDU file layout template and instructions for use to the ACT-hosted Tennessee state testing website.
5. Test Materials. ACT will ship ACT test materials, pre-ID labels, and pre-paid return shipping labels to the contact and shipping address provided in the ordering platform.
6. Accommodations. ACT will provide accommodations and supporting test materials based on decisions made by ACT accommodation specialists and, in some cases, by the local educational authorities, as detailed in the Test Accessibility and Accommodations System.
7. Training. ACT will provide standard online training and/or instructional materials to Customer-designated personnel.
8. Communications. ACT will communicate upcoming activities and deadlines related to the administration directly to Customer-designated personnel through email and/or the ACT-hosted Tennessee state testing website.
9. Customer Support. ACT will provide a toll-free number (1-800-553-6244, ext. 2800) and email contact information for use in preparation and administration of the ACT, Monday through Friday, from 7:00 a.m. to 5:00 p.m. CST (except ACT holidays). In addition, ACT will provide extended customer service from 6:00 a.m. – 6:00 p.m. CST on select test dates.
10. Score Reports. ACT will furnish the following ACT score reports as part of the Services:
 - a. Student Deliverables: The following reports are provided to the student approximately 3-8 weeks after ACT receives test responses that do not require additional investigation, and are received by the receipt deadline as identified on the posted Schedule of Events:
 - Student Score Report
 - ACT Student Online scores
 - b. School Paper Deliverables: The following reports are shipped to the school Director of Counseling approximately 3-8 weeks after ACT receives test responses that do not require additional investigation, and are received by the receipt deadline as identified on the posted Schedule of Events:
 - ACT High School Report Checklist
 - ACT High School Score Labels
 - ACT High School Report
 - c. School Online Deliverables: Schools will be able to access the following reports through the test administration system, no later than June 15, 2020:
 - ACT Profile Report – High School

- d. District Online Deliverables: Districts will be able to access the following reports through the test administration system, no later than June 15, 2020.
- ACT Profile Report – High School
 - ACT Profile Report – District
 - ACT Student Level Data File – District
- e. College Deliverables: If a student chooses to have their scores provided to colleges or universities pursuant to ACT standard policies, ACT will make those available approximately 3-8 weeks after ACT receives test responses that do not require additional investigation, and are received by the receipt deadline as identified on the posted Schedule of Events.
- f. State Deliverable: ACT will provide data from this ACT administration to the Tennessee Department of Education.

II. Customer Actions and Required Information. Customer shall provide the following information, data, and/or deliverables ("Customer Required Information") to ACT by the due date identified on the Schedule of Events. ACT's ability to provide the Assessments and Services is dependent upon timely receipt of the Customer Required Information, data, and/or deliverables. Customer's failure to meet the due date may result in ACT's inability to provide the Assessments and Services.

1. Selection of Test Administration Dates. Customer must select ACT test administration dates in the online administration platform from the dates approved by TDOE and by the deadline stated in the posted Schedule of Events.
2. Participating Testing Sites. Customer shall provide and maintain accurate contact information for Designated Test Sites.
3. Student Data Upload. Customer shall load the eligible students into the online administration platform by the deadline stated in the posted Schedule of Events.
4. Accommodations Requests. If applicable, Customer-designated personnel will submit requests for ACT-approved accommodations in the Test Accessibility and Accommodations System by the deadline stated in the posted Schedule of Events.

III. Fees and Invoicing.

1. Assessment Fees. Customer shall pay ACT for the Assessments and Services provided pursuant to this Description of Services according to the Price per Student in the Fee Schedule included below. Total fees shall be calculated based on the total number of answer documents processed by ACT, including any answer documents that include partially completed tests or sub-tests. ACT will invoice Customer no later than June 15, 2020.

Assessment	Price Per Student
ACT	\$37.00

ACT, Inc.

HAMILTON COUNTY DEPARTMENT OF EDUCATION

Signature: _____

Name: Catherine Hofmann

Title: Vice President

Date: 11/7/2019

DocuSigned by:

Cheryl Paul-Ladd

Signature: _____

Name: Cheryl Paul-Ladd

Title: System Testing Coordinator

Date: 11/8/2019



**HAMILTON
COUNTY
SCHOOLS**

**Information Technology
3074 Hickory Valley Rd
Chattanooga, TN 37421
(423) 498-6577**

Memorandum

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

From: Ben Coulter, Director of Information Technology

Date: July 16, 2020

Re: Recommended approval of Simply Mac and Stay Mobile

Information Technology is recommending two local, authorized dealers for MAC/iPad repairs-, Simply Mac and Stay Mobile. These vendors provide repair work on Apple devices which include replacement of screens, power supplies, memory and hard drive replacement, etc. We are seeking their assistance with Apple devices that are no longer under Apple warranty. Upon board approval of these vendors, we can obtain faster service in Apple repairs for the district. The district will save on shipping cost to and from by using a local vendor.

Thank you for your consideration of this request.

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: July 16, 2020

RE: Engineering/Design Services

I request approval from Hamilton County Board of Education to utilize the services of the attached list of architectural/engineering and design firms on an “as-needed basis” for HCDE projects.

These are considered “Professional Services” and as such are not required to be bid or quoted. This list is presented annually to the Board for approval; with updates as may be necessary.

This is a list of engineering firms proposed for 2020/2021. The list may be expanded as needed.

SBI Engineers 325 Cherokee Blvd. Chattanooga, TN 37405	A D Engineering Services 651 East 4th Street, Ste. 407 Chattanooga, TN 37403	MBI / TWH Architects 651 E. Fourth St, Ste 500 Chattanooga, TN 37403
Campbell & Associates, Inc Attn: Matt Williams 651. E. Fourth St. Chattanooga, TN 37403	DH&W Attn: Andrew Haulser 1001 Carter Street Chattanooga, TN 37402	Asa Engineering & Consulting 109 East MLK Blvd Volunteer Building Chattanooga, TN 37402
Aquaterra Engineering 4521 Bonny Oaks Drive Chattanooga, TN 37416	Bennett & Pless Inc 1301 Riverfront Parkway, Ste 104 Chattanooga, TN 37402	Moreland Altobelli Associates, Inc 5959 Shallowford Rd., Ste 2113 Chattanooga, TN 37421
March Adams & Associates Inc. Attn: Jeff Westbrook 310 Dodds Ave Chattanooga, TN 37404	SCH Engineering Attn: Stephen Horne 1407 Prater Rd. Chattanooga, TN 37412	Franklin Architects 142 N. Market Street PO Box 4048 Chattanooga, TN 37405
Townsend Engineering Attn: Terry Townsend 5611 Ringgold Road, Ste 200 East Ridge, TN 37412	Roof Design & Consulting Services Inc. Attn: Sid Hankins 300 N. Forest Park Blvd, Ste 101 Knoxville, TN 37919	SBI Engineers Jason McGlohan, P.E. - Struct. Eng. 325 Cherokee Blvd. Chattanooga, TN 37405
Thompson Engineering 630 Chestnut St. Chattanooga, TN 37402	S & ME Engineering 4291 Highway 58, Ste 101 Chattanooga, TN 37416	Betts Engineering 2800 South Market St Chattanooga, TN 37410
Barge, Waggoner, Sumner & Cannon, Inc 1110 Market St, Ste 200 Chattanooga, TN 37402	K. S. Ware and Associates LLC 54 Lindsley Ave Nashville, TN 37210-2039	Donald L. Tindell 6257 East Brainerd Rd. Chattanooga, TN 37421
Hopkins Surveying Group LLC 175 Hamm Rd Chattanooga, TN 37405	Geo Services, LLC 506 Maryville Highway #1B Seymour, TN 37865-5747	Cornerstone Surveying 7023 Snow Hill Road Ooltewah, TN 37363
Terracon Engineering 51 Lost Mound Drive, Ste 135 Chattanooga, TN 37406	Arcadis U. S. Inc. 1210 Permier Dr., Ste 200 Chattanooga, TN 37421	Marion Environmental Inc. 115 Parmenas Ln Chattanooga, TN 37405
Volkert Inc 1428 Chestnut St., Ste 110 Chattanooga, TN 37402 423-842-3335	R.Clay, Inc. Jeff Clay, P.E. - Elect 1505 E. 27th Street Chattanooga, TN 37404	Helton and Associates, Inc 3769 Old Knoxville Hwy. Rockford, TN 37853 865-970-3932
Environmental & Civil Engineering Svcs. 702 Old Jamestown Highway Crossville, TN 38555 931-484-9321	Ed Blake Company P.O. Box 4277 240 Forrest Ave., Suite 601 Chattanooga, TN 37405	Excel Energy Group #4 Longwood Road Little Rock, Arkansas 72223 501-821-8840
PDM Engineering Associates Mack McCarley, Ric Gibbs 9410 Cathowken Drive Chattanooga, TN 37421 Phone: 423-899-5662	Elder Consulting Garrison Elder, P.E. - MEP 316 High Street, Unit 15 Chattanooga, TN 37403 Phone: 423-309-1377	Chattanooga Engineering Group Rocky Chambers, P.E. - Civil Eng. 400 W Main Street, Suite 130 Chattanooga, TN 37408 Phone: 423-600-9110



Transportation Division
2501 Dodds Avenue
Chattanooga, TN 37407

MEMORANDUM

To: Dr. Bryan Johnson, Superintendent
Hamilton County Board of Education
From: David Eaves; Brandon Allen
Date: June 10, 2020
Re: Emergency Purchase from Mid-South Bus Center

In order to efficiently support the students of Hamilton County, the Transportation Department would like to request an emergency purchase from Mid-South Buses to acquire an additional 5 buses. These buses will be utilized for the Continued Learning Outreach Initiative and will be transformed into Mobile Classrooms. This purchase is being funded through the Cares Grant and is being led by Jill Levine and her team should you have any questions.

Please find the Quote for pricing attached.

Thank you for your consideration.

Signatures on File in the Purchasing Department

Superintendent

Board Chairman

Attachment:

- Quote

MID-SOUTH BUS CENTER

www.thebuscenter.com

3512 BILL SMITH DRIVE
MURFREESBORO, TN 37129

Sales Quote:

HCDE

6/9/2020

Michael Wallace
Mid-South Sales Rep.
615-649-2985

Quote for Customer: Hamilton County Department of Education
2501 Dodds Ave. Chattanooga, TN 37407
Brandon Allen
Transportation Compliance Manager
423-595-2491
allen_brandon@hcde.org

SHIP TO:
Same as Customer Info

1	2007 Collins MFSAB (VIN: 1GBHG31V771227236)	\$	19,750.00
1	2006 Collins MFSAB (VIN: 1GBHG31V561130180)	\$	18,315.00
1	2003 Girardin MFSAB (VIN: 1GBHG31U231131029)	\$	17,450.00
1	2005 Blue Bird MFSAB (VIN:	\$	15,920.00
1	2004 Blue Bird MFSAB (VIN: 1GBHG31V741127195)	\$	14,870.00
	Multi-Bus Discount (\$500/Bus)	\$	(2,500.00)
5	TOTAL DUE	\$	83,805.00

Disclaimer of Warranties

All warranties on this vehicle are the manufacturer's. The seller, Mid-South Bus Center, Inc., hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and Mid-South Bus Center, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with this vehicle. This disclaimer by the seller, Mid-South Bus Center, Inc., in no way affects the terms of the manufacturer's warranty.

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

MEMORANDUM

TO: Hamilton County Schools
Dr. Bryan Johnson
Superintendent

Brent Goldberg
Chief Business Officer

FROM: Sheryl Fletcher, RN
School Health Program Manager

DATE: June 18, 2020

RE: School Health Program—Personal Protective Equipment

I am requesting approval to expedite the purchase of 800 Globalseagull Infrared Thermometers for \$31,200.00. I understand that any items purchase for \$25,000 or more must be approved by our Director of Schools. However, due to the current pandemic and the CDC recommendations for screening employees, students and visitors temperatures to avoid exposure to Covid-19 at our upcoming events (Summer Reach Program, athletic trainings and graduations) it is urgent to have these thermometers available.

Superintendent:

DocuSigned by:



2A4C931BA3754DD
Dr. Bryan Johnson

06/19/2020 | 3:22 PM EDT



**HAMILTON
COUNTY
SCHOOLS**

**Hamilton County Department of Education
Operations Office
3074 Hickory Valley Rd
Chattanooga, TN 37421
(423) 498-7023**

Request for Emergency/Early Approval

MEMORANDUM

To: Executive Committee of the Board

From: Office of Operations

Date: June 23, 2020

Re: Livestreaming for 2020 Graduation Ceremonies

The attached request requires approval to expedite the agreement between HCDE and Solid Rock Live to provide livestreaming services to six (6) locations for their graduation ceremonies. Due to the current pandemic, there has been a small window for planning and receiving multiple competitive quotes. For this reason, we are submitting this request to proceed with Solid Rock Live to provide each graduates experience with guests who are unable to attend.

SUPERINTENDENT:
Dr. Bryan Johnson

CHIEF OPERATIONS OFFICER:
Dr. Justin Robertson

Signatures on file in the Purchasing Department



Solid Rock Live
 3806 Amnicola Highway
 Chattanooga, TN 37406
 Phone: 423.698.0005
 www.solidrocklive.com

Quote

Quote Number: 20-0259
 Graduations

Client	Billing Party	Venue / Site
Hamilton County Schools Communications Department 3074 Hickory Valley Road Chattanooga, TN 37421	Hamilton County Schools Communications Department 3074 Hickory Valley Road Chattanooga, TN 37421	Multiple locations - see below

Account Manager	Shipping Method	Customer PO	Warehouse	Terms	Tax Rule
Michael Easparam	SRS Box Truck		Chattanooga	Net 10	

Prep Date	Load In	Load Out	Return Date	Discount
6/25/2020 12:00 AM	6/26/2020 2:00 PM	6/27/2020 8:00 PM	6/29/2020 12:00 AM	

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Equipment - single show							
Rental	2	JVC GY-HD250 Camera					
Rental	2	Panasonic PTZ HE130					
Rental	2	Panasonic AW-RP150 Controller					
Rental	2	Roland V-1SDI 4 Ch switcher					
Rental	2	22" Samsung Monitor					
Rental	2	Audio Console, 2 mic, 2 stereo line Yamaha MG06					
Rental	2	Computer, IMAC 21.5"					
Rental	2	RTMP streaming kit - software, capture device					
Equipment - double show							
Rental	2	JVC GY-HD250 Camera					
Rental	2	Panasonic PTZ HE130					
Rental	2	Panasonic AW-RP150 Controller					
Rental	2	Roland V-1SDI 4 Ch switcher					
Rental	2	22" Samsung Monitor					
Rental	2	Audio Console, 2 mic, 2 stereo line Yamaha MG06					
Rental	2	Computer, IMAC 21.5"					
Rental	2	RTMP streaming kit - software, capture device					
Transportation							
Rental	4	SRS Cargo Van					
Retail	100	Mileage for all Trucks					
Labor							
Labor	6	Video Director					
Labor	6	Video Tech					

Show Dates & Location

Note 6x shows:
 6/26/20 - Lookout Valley High School
 7:00 PM
 6/27/20 - Brainerd High School - 9:00
 AM
 6/27/20 - Central High School - 9:00 AM
 6/27/20 - Signal Mountain High School
 9:00 AM
 6/27/20 - Tyner Academy 9:30 AM
 6/27/20 - Sale Creek High School - 7:00
 PM

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Client Provisions & Reimbursable Expenses							
Note		Client to provide access to the performance sites, internet, and power per the following options:					
		With tech rehearsal day prior to performance:					
		-2pm the day prior to performance for minimum 2 hours					
		AND					
		-1 hour prior to audience admission to performance for locations where equipment may stay set up					
		-2 hours prior to audience admission to performance for location where equipment may NOT stay set up					
		-2 hours beyond audience leaving after performance for tear down					
		No tech day prior to performance: (same day set up)					
		-4 hours prior to audience admission to performance					
		-2 hours beyond audience leaving after performance for tear down					
Note		One parking space is required for 1x 24' box truck. 2x dedicated 20A, 120V circuits are required within 100' of the performance area.					

Payment Terms

Note	100% / \$20,510.00 due 7/6/2020

X	_____	_____
Accepted		Date

Subtotal:	\$20,510.00
Sales Tax:	\$0.00
Discount:	\$0.00
Delivery and Pickup:	\$0.00
Total:	\$20,510.00
Total Applied Payments:	\$0.00
Balance Due:	\$20,510.00



Chattanooga
3806 Amnicola Highway
Chattanooga, TN 37406
Phone: 423.698.0005
www.solidrocklive.com

Quote Number	20-0259
Name	Graduations
Account Manager	Michael Easparam
Quote Date	6/11/2020

Client
Hamilton County Schools Communications Department 3074 Hickory Valley Road Chattanooga, TN 37421

Venue / Site
Multiple locations - see below

Warehouse Prep	Warehouse Return	Status	Terms	Total
6/25/2020 12:00 AM	6/29/2020 12:00 AM	Confirmed	Net 10	\$20,510.00

GENERAL TERMS AND CONDITIONS

1. AGREEMENT These terms and conditions along with the quote listed above form an agreement between the Client listed above and Solid Rock Live. Solid Rock Live agrees to provide the equipment and personnel listed on the quote for the specified dates 28th and 29th and total payment amount listed above. The Client agrees to provide the items and services listed under Client Provisions. Client shall be responsible and pay Solid Rock Live for items and services listed as Reimbursable Expenses. This agreement shall be entered in to and governed by the laws of the state of Tennessee.

2. CHANGES & CANCELLATION Any change of the Event dates, extension of the rental term, or other change to this agreement must be agreed upon in writing and may result in additional charges. In the event of cancellation for any reason the Client shall pay 30% of the total agreed upon above if this agreement is cancelled ten (10) or more days before the scheduled date, 50% if cancelled less than ten (10) days before the scheduled date, 70% if cancelled while the equipment and/or staff is in transit, and 100% of the total above if this agreement is cancelled after equipment setup has started. Unless otherwise stated, this quote is valid for ten (10) days and is considered void if not properly signed and returned in that time.

3. PAYMENT The total agreed upon amount must be paid in full before Solid Rock Lives equipment or staff leaves our shop unless credit terms have been established. A deposit may be required as listed on the quote and payment via certified funds may be required for new clients without a previous business relationship with Solid Rock Live. Failure to pay invoices per agreed quote terms or established credit terms may result in late fees, interest charges at the maximum legal rate, and loss of any discounts applied.

4. INSURANCE Solid Rock Live maintains general liability insurance and other insurance that covers our equipment, staff, and vehicles. If requested, Solid Rock Live will provide proof of insurance coverage to the Client and venue. The Client shall maintain at their expense general liability insurance no less than \$1,000,000. Coverage must be in full force and effect from the first date listed on the quote and continue until the completion of the Event. The Clients insurance shall be primary in coverage over Solid Rock Lives insurance in all cases except where Solid Rock Live is found criminally negligent.

5. SECURITY The Client shall maintain on site security for the duration of the Event once equipment has been installed and set up. The Client shall be responsible for damages, liabilities, and loss resulting from unauthorized persons gaining access to Solid Rock Lives equipment or vehicles while Solid Rock Live personnel are not present.

6. INDEMNITY The Client agrees to indemnify, hold harmless, and defend Solid Rock Live from any and all claims, actions, suits, proceedings, costs, expenses, damage, and liabilities; including reasonable attorneys fees and costs arising out of, connected with, or resulting from the use of the special effects listed above, rental of any equipment, or the employment of any personnel provided by Solid Rock Live. The Client assumes all risks of any property damage or personal injuries including hearing loss, seizures, and other health conditions incidental, relating to, or arising from extremely loud music and sounds; strobe, hydro, animatronic, lighting and other special effects, such as flashing lights, rapidly changing or alternating images, the use of fog, haze, or smoke with theatrical stage lighting, laser projections, and fireworks provided by Solid Rock Live, whether occurring prior to, during, or after the Event and agree that the Client shall be responsible for any such claims and to warn any persons who may be aggravated by these special effects such as women who are pregnant and individuals who suffer from certain health conditions including seizures or light sensitivity of the use of these special effects during the Event. Solid Rock Live shall not be responsible for any loss or alteration of data contained on any storage disk or internal memory of any equipment. Solid Rock Live shall not be responsible for any incidental or consequential damages including the loss of anticipatory profits. Solid Rock Lives total liability shall not exceed the total rental and/or sales price.

7. RIGHT TO TERMINATE Should Solid Rock Live be delayed by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of Solid Rock Live for a period of time sufficient to interfere with the completion of this agreement; or should the Client fail to pay any payment when due, become insolvent or bankrupt, or if a receiver or trustee is appointed for the Client; Solid Rock Live may, at its option, declare this agreement in default and all equipment and rights of the Client shall be surrendered to Solid Rock Live, and Solid Rock Live shall not be liable to the Producer, Promoter, or any other connected party for any resulting loss, cost, or expense. In the event Solid Rock Live declares this agreement in default for any of the aforementioned reasons, Solid Rock Live may take possession of all equipment belonging to or leased by Solid Rock Live wherever found and remove without liability. Obligations to this agreement will be exempt from bankruptcy. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

8. ATTORNEY FEES The Client agrees to pay to Solid Rock Live all costs and expenses, including reasonable attorney fees and/or collection fees incurred by Solid Rock Live in enforcing any of the terms, conditions, or provisions of this agreement. This section may not be removed

I HAVE READ AND UNDERSTAND THE ABOVE.

Date: _____

Company
Signature: _____

Name/Title: _____

Date: _____

Client
Signature: _____

Name/Title: _____

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: July 16, 2020

SUBJECT: Monthly Financial Report

Attached is the monthly financial report comparing budget to actual through May, 2020. 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
MAY, 2020

REVENUES		Adopted 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	233,600,000	200,581,466										230,600,000	233,600,000	200,581,466
LICENSES AND PERMITS		12,000	12,000	9,339										12,000	12,000	9,339
CHARGES FOR CURRENT SERVICES		543,000	543,000	390,537	-			3,814,990	4,861,860	4,809,035	3,699,602	3,699,602	2,923,522	8,057,592	9,104,462	8,123,094
OTHER LOCAL REVENUES		3,000,000	3,000,000	3,840,212				2,835,424	3,703,251	1,622,927	163,409	163,409	99,126	5,998,833	6,866,660	5,562,265
STATE OF TENNESSEE		173,110,000	173,224,556	155,046,086			-							173,110,000	173,224,556	1,097,759
OTHER STATE REVENUES		600,000	4,210,633	1,097,759							190,000	190,000	195,900	790,000	4,400,633	1,137,992
FEDERAL GOVERNMENT		850,000	850,000	942,092	30,939,539	37,881,971	18,309,204				17,051,674	17,051,674	15,845,669	48,841,213	55,783,645	35,096,965
OTHER SOURCES		1,285,000	1,285,000	739,103										1,285,000	1,285,000	739,103
RESERVES/FUND BALANCE		8,000,000	22,800,200						1,390,026			818,313		8,000,000	25,008,539	-
TOTAL REVENUES		418,000,000	439,525,389	362,646,594	30,939,539	37,902,971	20,458,991	6,650,414	9,955,137	6,431,962	21,104,685	21,922,998	19,064,217	476,694,638	509,306,495	408,601,764
EXPENDITURES																
REGULAR INSTRUCTION PROGRAM	71100	207,590,129	216,307,991	179,136,066	8,746,312	10,106,730	6,557,137	2,434,817	3,887,389	2,481,269				218,771,258	230,302,110	188,174,412
SPECIAL EDUCATION INSTR PROG	71200	42,092,235	39,867,193	33,589,363	4,748,150	5,510,513	4,010,501	300,000	810,819	761,666				47,140,385	46,188,525	38,361,530
VOCATIONAL ED INSTR PROG	71300	8,941,335	9,088,807	7,616,758	475,526	672,580	578,837			157,697				9,416,861	9,919,084	8,236,968
ATTENDANCE	72110	2,738,609	2,692,013	2,108,417										2,738,609	2,692,013	2,108,417
HEALTH SERVICES	72120	4,848,133	4,920,832	4,098,730		150		42,500	94,500	63,789				4,890,633	5,015,482	4,162,519
OTHER STUDENT SUPPORT	72130	13,847,708	12,904,849	10,202,291	3,414,555	4,292,304	2,392,313	75,655	418,794	66,988				17,337,918	17,615,947	12,661,592
REG INST SUPPORT	72210	12,524,627	16,201,116	11,015,917	7,477,787	9,913,423	6,097,522	277,938	665,249	309,734				20,280,352	26,779,788	17,423,173
SPECIAL ED INST SUPPORT	72220	3,387,635	3,583,985	3,044,220	3,281,875	3,305,971	2,670,492							6,669,510	6,889,956	5,714,712
VOCATIONAL ED INST SUPPORT	72230	246,915	297,086	264,502	12,500	60,895	11,247		-					259,415	357,981	275,749
EDUCATION TECHNOLOGY	72250	4,634,807	7,935,490	6,923,134	164,324	258,052	195,472							4,799,131	8,193,542	7,118,606
BOARD OF EDUCATION	72310	6,199,378	6,188,626	5,787,455				-	315,160	181,450				6,199,378	6,503,786	5,968,905
OFFICE OF SUPERINTENDENT	72320	2,285,392	2,262,814	1,758,199				91,230	96,260	69,174				2,376,622	2,359,074	1,827,373
OFFICE OF PRINCIPAL	72410	28,496,993	29,269,382	25,368,195					4,417	4,417				28,496,993	29,273,799	25,372,612
FISCAL SERVICES	72510	3,369,030	3,583,850	2,848,896				10,000	10,000	1,959				3,379,030	3,593,850	2,850,855
HUMAN RESOURCES	72520	1,858,157	1,879,696	1,662,528					2,294	287				1,858,157	1,881,990	1,662,815
OPERATION OF PLANT	72610	25,624,131	25,155,304	23,097,186										25,624,131	25,155,304	23,097,186
MAINTENANCE OF PLANT	72620	9,493,178	10,443,035	9,050,796				-	54,240	17,947				9,493,178	10,497,275	9,068,743
TRANSPORTATION	72710	18,940,008	19,221,421	19,127,486	266,340	349,095	129,979		20,000	1,750				19,206,348	19,590,516	19,259,215
CENTRAL AND OTHER	72810	388,597	745,736	665,080					8,983	95				388,597	754,719	665,175
FOOD SERVICE	73100	-	169,265	170,045							21,104,685	21,922,998	21,806,791	21,104,685	22,092,263	21,976,836
COMMUNITY SERVICES	73300	470,311	520,629	435,584	491,184	1,127,267	509,142	3,222,512	3,194,565	2,497,775				4,184,007	4,842,461	3,442,501
EARLY CHILDHOOD EDUCATION	73400	2,997,170	3,060,793	2,306,672				195,762	214,770	151,485				3,192,932	3,275,563	2,458,157
REGULAR CAPITAL OUTLAY	76100	197,000	347,000	183,213										197,000	347,000	183,213
EDUCATION DEBT SERVICE		975,000	975,000	-										975,000	975,000	-
EDUCATION CAPITAL PROJECTS		3,000,000	9,000,000	9,000,000										3,000,000	9,000,000	9,000,000
CHARTER SCHOOLS (TRANSFERS)		12,853,522	12,853,522	11,735,407	1,860,986	2,305,991	22,436							14,714,508	15,159,513	11,757,843
TRANSFERS-STATE GRANTS			49,954											-	49,954	-
TOTAL EXPENDITURES		418,000,000	439,525,389	371,196,080	30,939,539	37,902,971	23,175,078	6,650,414	9,955,137	6,651,158	21,104,685	21,922,998	21,806,791	476,694,638	509,306,495	422,829,107

3. Budget Amendments

a. Federal Grants, State 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: July 16, 2020

SUBJECT: Budget Amendments – Federal Grants, State Grants and Self-Funded Programs

The following budget amendments for Federal Grants, State Grants and Self-Funded Programs for FY2021 are recommended for your approval.

The Federal Programs budget is amended by items #1 – 11. Items #1 – 11 consist of current year awards.

The State Programs budget is amended by item #12. Item #12 consists of carryover funds.

The Self-Funded Programs budget is amended by items #13 and 14, and consists of grants awarded by non-federal agencies and designed for a specific purpose. Items #13 and 14 are current year contributions.

1. Title I Improving Basic Programs, with a net increase of \$82,164
2. Title II Part A Teacher and Principal Training and Recruiting Grant, with a net increase of \$111,479
3. Title I Part A Local Neglected, with a net increase of \$22,967
4. Title III Language Instruction for English Learners and Immigrant Students, with a net increase of \$68,377
5. Title I D Delinquent, with a net increase of \$51,459
6. Title IV Part A Student Support and Academic Enrichment, with a net decrease of \$58,542
7. Elementary and Secondary School Emergency Relief (ESSER), totaling \$10,712,854
8. IDEA Preschool Incentive Grant, with a net increase of 50,319
9. CCEIS Comprehensive Coordinated Early Intervening Services, with a net increase of \$58,507
10. IDEA Part B, with a net increase of \$467,886
11. IDEA Innovation, totaling \$20,000

12. Competitive Priority School State Grant, totaling \$307,988
13. Community Donation Self-Funded Program, totaling \$100,000
14. Supplemental Salaries Self-Funded Program, totaling \$46,797

FEDERAL PROGRAMS
SOURCE OF FUNDS

July 16, 2020

BUDGET AMENDMENTS	OTHER FEDERAL THROUGH STATE 47100	TOTAL REVENUE	AMENDMENT ITEM #
Title I Improving Basic Programs	82,164	82,164	1
Title II Part A Teacher and Principal Training and Recruiting Grant	111,479	111,479	2
Title I Part A Local Neglected	22,967	22,967	3
Title III Language Instruction for English Learners and Immigrant Students	68,377	68,377	4
Title I D Delinquent	51,459	51,459	5
Title IV Part A Student Support and Academic Enrichment	(58,542)	(58,542)	6
Cares Act	10,712,854	10,712,854	7
IDEA Preschool Incentive Grant	50,319	50,319	8
CCEIS Comprehensive Coordinated Early Intervening Services	58,507	58,507	9
IDEA Part B	467,886	467,886	10
IDEA Innovation	20,000	20,000	11
	<u>11,587,470</u>	<u>11,587,470</u>	

FEDERAL PROGRAMS
USE OF FUNDS

July 16, 2020

BUDGET AMENDMENTS	REGULAR INSTRUCTION 71100	SPECIAL EDUCATION INSTRUCTION 71200	VOCATIONAL EDUCATION INSTRUCTION 71300	HEALTH SERVICES 72120	OTHER STUDENT SUPPORT 72130	REGULAR INSTRUCTION SUPPORT 72210	SPECIAL EDUCATION SUPPORT 72220	VOCATIONAL EDUCATION SUPPORT 72230	EDUCATION TECHNOLOGY 72250	OFFICE OF THE PRINCIPAL 72410	OPERATION OF THE PLANT/FACILITY 72610	TRANSPORTATION 72710	INDIRECT COST 99100	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Title I Improving Basic Programs						199,000							82,164	82,164	1
Title II Part A Teacher and Principal Training and Recruiting Grant													(87,521)	111,479	2
Title I Part A Local Neglected	13,884				251	8,185							647	22,967	3
Title III Language Instruction for English Learners and Immigrant Students	55,453					11,792							1,132	68,377	4
Title I D Delinquent	37,109					13,224							1,126	51,459	5
Title IV Part A Student Support and Academic Enrichment													(58,542)	(58,542)	6
Elementary and Secondary School Emergency Relief (ESSER)	6,458,931	265,881	92,000	306,731	452,241	1,006,745	74,207	34,900	609,099	56,130	868,034	238,347	249,608	10,712,854	7
IDEA Preschool Incentive Grant							50,319							50,319	8
CCEIS Comprehensive Coordinated Early Intervening Services					58,507									58,507	9
IDEA Part B		467,886												467,886	10
IDEA Innovation							20,000							20,000	11
	6,565,377	733,767	92,000	306,731	510,999	1,238,946	144,526	34,900	609,099	56,130	868,034	238,347	188,614	11,587,470	

SELF FUNDED PROGRAMS
SOURCE OF FUNDS

July 16, 2020

BUDGET AMENDMENTS	OTHER LOCAL REVENUES 44000	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Community Donations	100,000	100,000	13
Supplemental Salaries	46,797	46,797	14
	146,797	146,797	

SELF FUNDED PROGRAMS
USE OF FUNDS

July 16, 2020

BUDGET AMENDMENTS	REGULAR INSTRUCTION 71100	REGULAR INSTRUCTION SUPPORT 72210	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Community Donations		100,000	100,000	13
Supplemental Salaries	46,797		46,797	14
	46,797	100,000	146,797	

STATE PROGRAMS
SOURCE OF FUNDS

July 16, 2020

BUDGET AMENDMENTS	STATE REVENUE 46000	TOTAL REVENUE	AMENDMENT ITEM #
Competitive Priority School State Grant	307,988	307,988	12
	307,988	307,988	

STATE PROGRAMS
USE OF FUNDS

July 16, 2020

	REGULAR EDUCATION 71100	OTHER STUDENT SUPPORT 72130	INSTRUCTIONAL SUPPORT 72210	INDIRECT COST 99000	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
BUDGET AMENDMENTS						
Competitive Priority School State Grant	65,276	184,990	48,591	9,131	307,988	12
	65,276	184,990	48,591	9,131	307,988	

HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
TITLE I IMPROVING BASIC PROGRAMS
BUDGET FISCAL YEAR 2020-2021
FUND 050
AGENCY 142
ORGANIZATION 101
BUDGET BOOK SUMMARY

			2021 BUDGET	INCREASE	DECREASE	AMENDED
TITLE I 2021 AWARD			12,203,000	848		12,203,848
STATE REALLOCATION						-
CARRYOVER FROM FY2020						-
TRANSFER TO CONSOLIDATED ADMIN			(950,000)	81,316		(868,684)
TOTAL TITLE I BUDGET			11,253,000	82,164	-	11,335,164
REVENUE 21010000 41427141			11,253,000	82,164		11,335,164
FUNCTION OBJECT	EXPENDITURE DESCRIPTION		FY2021 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 7/16/2020
EXPENDITURES						
71100	116 Teachers		2,496,098			2,496,098
71100	134 Instructional Personnel--Tutors		75,425			75,425
71100	163 Educational Assistants		746,265			746,265
71100	188 Teacher Bonuses		120,000			120,000
71100	189 Other Salaries and Wages		18,840			18,840
71100	201 Social Security		214,309			214,309
71100	204 State Retirement		276,467			276,467
71100	206 Life Insurance		3,649			3,649
71100	207 Health Insurance		533,140			533,140
71100	208 Dental Insurance		19,363			19,363
71100	210 Unemployment Compensation		10,102			10,102
71100	212 Medicare		50,123			50,123
71100	299 Other Fringe Benefits		9,177			9,177
71100	336 Maintenance & Repair - Equipment		11,450			11,450
71100	399 Contracted Services		57,200			57,200
71100	429 Instructional Supplies & Materials		274,208			274,208
71100	599 Other Charges: field trips/charter reimburse		228,250			228,250
71100	722 Instructional Equipment		209,028			209,028
	Total 71100		5,353,094	-	-	5,353,094
72130	123 Guidance Personnel		124,420			124,420
72130	130 Social Worker		38,842			38,842
72130	189 Other Salaries & Wages		998,583			998,583
72130	201 Social Security		72,032			72,032
72130	204 State Retirement		124,700			124,700
72130	206 Life Insurance		1,528			1,528
72130	207 Health Insurance		223,250			223,250
72130	208 Dental Insurance		8,108			8,108
72130	210 Unemployment Compensation		4,230			4,230
72130	212 Medicare		16,850			16,850
72130	299 Other Fringe Benefits		4,311			4,311
72130	355 Travel		850			850
72130	399 Contracted Services		12,100			12,100
72130	499 Other Supplies & Materials		50,918			50,918
72130	599 Other Charges		276,055			276,055
72130	790 Parent Resource Equipment		4,200			4,200
	Total 72130		1,960,977	-	-	1,960,977

72210	105	Supervisor/Director, Coordinators	85,703		85,703
72210	162	Classified Extended Contracts	13,500		13,500
72210	188	Instruction Support Bonus	33,700		33,700
72210	189	Other Salaries	2,168,375		2,168,375
72210	196	Stipends	118,940		118,940
72210	201	Social Security	150,050		150,050
72210	204	State Retirement	242,707		242,707
72210	206	Life Insurance	2,258		2,258
72210	207	Health Insurance	329,555		329,555
72210	208	Dental Insurance	11,970		11,970
72210	210	Unemployment Compensation	6,244		6,244
72210	212	Medicare	35,099		35,099
72210	299	Other Fringe Benefits	10,167		10,167
72210	308	Consultants	34,962		34,962
72210	355	Travel	4,100		4,100
72210	499	Supplies & Materials (Staff Dev)	21,868		21,868
72210	524	Staff Development	64,010		64,010
72210	599	Other Charges	372,702		372,702
72210	790	Other Equipment	2,500		2,500
		Total 72210	3,708,410	-	3,708,410
72710	314	Choice Transportation	123,326		123,326
		Total 72710	123,326	-	123,326
99000	590	Indirect Costs	107,193	82,164	189,357
		Total 99000	107,193	82,164	189,357
		GRAND TOTAL	11,253,000	82,164	11,335,164

**HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
TITLE II PART A TEACHER AND PRINCIPAL TRAINING AND RECRUITING GRANT
BUDGET FISCAL YEAR 2020-2021**

TITLE II PART A 2021 ALLOCATION			1,350,000	189,306		1,539,306
STATE REALLOCATION						-
CARRYOVER FROM FY2020			-			-
TOTAL TITLE II PART A BUDGET			1,350,000	189,306	-	1,539,306
TRANSFER TO CONSOLIDATED ADMIN			(40,700)	(77,827)		(118,527)
TOTAL TITLE II PART A BUDGET			1,309,300	111,479	-	1,420,779
SUMMARY BY FUNCTION OF CHANGES TO BUDGET:						
71100	Regular Instruction		-	-	-	-
72210	Regular Instruction Support		1,184,779	199,000	-	1,383,779
99000	Indirect Costs		124,521	(87,521)	-	37,000
			1,309,300	111,479	-	1,420,779
21110000	41427189	REVENUE	1,309,300	111,479		1,420,779
ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 7/16/2020
21111000	59005901	Indirect Costs 2.9%	124,521	(87,521)		37,000
		Total 99000	124,521	(87,521)	-	37,000
21111010	52211051	Directors 3.5	199,000	199,000		398,000
21111010	52211053	Coordinator 1	102,000			102,000
21111010	52211621	Clerical 1 full-time	47,000			47,000
21111010	52211621	Clerical .5 part-time	20,000			20,000
21111010	52211894	Recruitment Coordinator (.5 FTE)	41,000			41,000
21111010	52211899	Curriculum Coaches (1 FTE)	139,000			139,000
21111010	52211899	Retention Specialist (1)	76,000			76,000
21111010	52211899	Statistical Coordinator (1)	-			-
21111010	52212011	Social Security	51,026			51,026
21111010	52212041	State Retirement	86,367			86,367
21111010	52212061	Life Insurance	585			585
21111010	52212071	Health Insurance	85,500			85,500
21111010	52212081	Dental Insurance	3,105			3,105
21111010	52212101	Unemployment Compensation	1,620			1,620
21111010	52212121	Medicare	11,933			11,933
21111010	52212991	Long Term Disability	1,606			1,606
21111010	52212993	Short Term Disability	2,249			2,249
		Total 72210	867,991	199,000	-	1,066,991
School Support						
21111030	52211961	In-service Stipends	7,638			7,638
21111030	52212011	Social Security	474			474
21111030	52212041	State Retirement	784			784
21111030	52212121	Medicare	111			111
		Total 72210	9,007	-	-	9,007
21112010	52213081	Consultants	10,000			10,000
21112010	52214999	Supplies for Staff Development	2,000			2,000
21112010	52215241	Staff Development	13,000			13,000
		Total 72210	25,000	-	-	25,000
		Total Harrison Bay Learning Community	25,000	-	-	25,000
21112020	52213081	Consultants	10,000			10,000
21112020	52214999	Supplies for Staff Development	2,000			2,000
21112020	52215241	Staff Development	13,000			13,000
		Total 72210	25,000	-	-	25,000
		Total Missionary Ridge Learning Community	25,000	-	-	25,000

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 7/16/2020
21112030	52211961	In-service Stipends	2,000			2,000
21112030	52212011	Social Security	124			124
21112030	52212041	State Retirement	205			205
21112030	52212121	Medicare	29			29
21112030	52213081	Consultants	9,500			9,500
21112030	52214999	Supplies for Staff Development	1,142			1,142
21112030	52215241	Staff Development	12,000			12,000
		Total 72210	25,000	-	-	25,000
		Total North River Learning Community	25,000	-	-	25,000
21112040	52213081	Consultants	10,000			10,000
21112040	52214999	Supplies for Staff Development	2,000			2,000
21112040	52215241	Staff Development	13,000			13,000
		Total 72210	25,000	-	-	25,000
		Total Rock Point Learning Community	25,000	-	-	25,000
21112050	52213081	Consultants	10,000			10,000
21112050	52214999	Supplies for Staff Development	2,000			2,000
21112050	52215241	Staff Development	13,000			13,000
		Total 72210	25,000	-	-	25,000
		Total Opportunity Zone Learning Community	25,000	-	-	25,000
21112060	52213081	Consultants	15,000			15,000
21112060	52213551	Travel	5,619			5,619
21112060	52215999	Other Charges: Recruitment fair Registration Fees	6,000			6,000
		Total 72210	26,619	-	-	26,619
		Total Human Resources	26,619	-	-	26,619
		Total School Support, Salary Set Aside	1,028,617	199,000	-	1,227,617
<u>PRIVATE SCHOOLS</u>						
<u>PRIVATE SCHOOLS</u>						
<u>Avondale SDA</u>						
21113505	52215241	Staff Development	981			981
		Total 72210	981	-	-	981
<u>Brainerd Baptist</u>						
21113515	52215241	Staff Development	7,767			7,767
		Total 72210	7,767	-	-	7,767
<u>Hickory Valley Christian</u>						
21113535	52213081	Consultants	1,953			1,953
21113535	52214999	Supplies for Staff Development	300			300
		Total 72210	2,253	-	-	2,253
<u>Notre Dame</u>						
21113565	52215241	Staff Development	10,047			10,047
		Total 72210	10,047	-	-	10,047
<u>Our Lady of Perpetual Help</u>						
21113575	52213081	Consultants	5,000			5,000
21113575	52215241	Staff Development	1,946			1,946
		Total 72210	6,946	-	-	6,946
<u>Saint Jude</u>						
21113585	52213081	Consultants	4,000			4,000
21113585	52215241	Staff Development	4,324			4,324
		Total 72210	8,324	-	-	8,324

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 7/16/2020
<u>Silverdale Baptist Academy</u>						
21113715	52213081	Consultants	5,000			5,000
21113715	52215241	Staff Development	20,715			20,715
		Total 72210	25,715	-	-	25,715
<u>Bright School</u>						
21113735	52213081	Consultants	9,146			9,146
		Total 72210	9,146	-	-	9,146
<u>Boyd Buchanan</u>						
21113825	52215241	Staff Development	26,908			26,908
		Total 72210	26,908	-	-	26,908
<u>Spalding Elementary</u>						
21113765	52215241	Staff Development	6,946			6,946
		Total 72210	6,946	-	-	6,946
<u>Grace Baptist</u>						
21113785	52213081	Consultants	8,000			8,000
21113785	52214999	Supplies for Staff Development	3,108			3,108
		Total 72210	11,108	-	-	11,108
<u>Belvoir Christian Academy</u>						
21113805	52213081	Consultants	2,121			2,121
		Total 72210	2,121	-	-	2,121
<u>Annoor Academy</u>						
21113835	52215241	Staff Development	1,962			1,962
		Total 72210	1,962	-	-	1,962
<u>Collegedale SDA</u>						
21113845	52215241	Staff Development	7,979			7,979
		Total 72210	7,979	-	-	7,979
			15,958	-	-	15,958
<u>Collegedale Adventist Middle</u>						
21113865	52215241	Staff Development	4,719			4,719
		Total 72210	4,719	-	-	4,719
<u>Skyuka Hall</u>						
21113945	52215241	Staff Development	2,969			2,969
		Total 72210	2,969	-	-	2,969
<u>Berean Academy</u>						
21113925	52213081	Consultants	2,000			2,000
21113925	52214999	Supplies for Staff Development	1,000			1,000
21113925	52215241	Staff Development	6,278			6,278
		Total 72210	9,278	-	-	9,278
		Total Private Schools	145,169	-	-	145,169
<u>CHARTER SCHOOLS</u>						
<u>Chattanooga Preparatory School</u>						
21113935	52215999	Other charges: Stipends PD	1,531			1,531
<u>Chattanooga Girls Leadership Academy</u>						
21115303	52215999	Other charges: Stipends PD	2,639			2,639
<u>Ivy Academy</u>						
21115313	52215999	Other charges: Stipends PD	2,639			2,639
<u>Chattanooga Charter School of Excellence</u>						
21115323	52215999	Other charges: Stipends PD	2,522			2,522
<u>Chattanooga Charter School of Excellence Middle</u>						
21116322	52215999	Other charges: Stipends PD	1,662			1,662
		Total Charter Schools	10,993	-	-	10,993
		TOTAL GRANT	1,309,300	111,479	0	1,420,779

HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
TITLE I, Part A: LOCAL NEGLECTED
BUDGET FISCAL YEAR 2020-2021

2021 ALLOCATION			140,000	22,540		162,540
2020 CARRYOVER						-
TRANSFER TO CONSOLIDATED ADMINISTRATION			(12,000)	427		(11,573)
			128,000	22,967	-	150,967
21400000	41427141	REVENUE	128,000	22,967	-	150,967
Use of Funds Summary						
	71100	Regular Instruction	77,377	13,884	-	91,261
	72130	Other Student Support	1,398	251	-	1,649
	72210	Instructional Support	45,618	8,185	-	53,803
	99000	Indirect Costs	3,607	647	-	4,254
Total Use of Funds			128,000	22,967	-	150,967
ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET DOCUMENT	INCREASES	DECREASES	BUDGET AMENDMENT 7/16/2020
<u>Parkridge Valley</u>						
21403481	51103999	Contracted Services	2,544	456		3,000
21403481	51104291	Instructional Supplies	37,908	6,802		44,710
Total 71100			40,452	7,258	-	47,710
21403481	52213081	Consultants	2,120	380		2,500
21403481	52215241	Staff Development	5,087	913		6,000
21403481	52215999	Other Charges --Transition Sp	33,915	6,085		40,000
Total 72210			41,122	7,378	-	48,500
21403481	59005901	Indirect Costs (2.9 %)	2,366	424		2,790
Total 99000			2,366	424	-	2,790
Total Budget			83,940	15,060	-	99,000
<u>Bethel Christian Academy</u>						
21403891	51103999	Other Contracted Services	25,436	4,564		30,000
21403891	51104291	Instructional Supplies	11,489	2,062		13,551
Total 71100			36,925	6,626	-	43,551
21403891	52134999	Materials/supplies				-
21403891	52135999	Charges-Parent Mtg expenses	1,398	251		1,649
Total 72130			1,398	251	-	1,649
21403891	52213081	Consultants				
21403891	52214999	Materials/supplies	257	46		303
21403891	52215241	Staff Development	4,239	761		5,000
Total 72210			4,496	807	-	5,303
21403891	59005901	Indirect Costs (2.9 %)	1,241	223		1,464
Total 99000			1,241	223	-	1,464
Total Budget			44,060	7,907	-	51,967
Total Grant			128,000	22,967	-	150,967

HAMILTON COUNTY DEPT OF EDUCATION

FEDERAL PROGRAMS

TITLE III, LANGUAGE INSTRUCTION FOR ENGLISH LEARNERS AND IMMIGRANT STUDENTS

BUDGET FISCAL YEAR 2020-2021

	ORIGINAL ALLOCATION	INCREASES	DECREASES	CURRENT ALLOCATION
TITLE III 2021 AWARD	355,000	69,796		424,796
2020 CARRYOVER FUNDS				-
TRANSFER TO CONSOLIDATED ADMINISTRATION	(7,000)	(1,419)		(8,419)
TOTAL TITLE III BUDGET	348,000	68,377	-	416,377

	BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET
21410000 41427146 REVENUE	348,000	68,377		416,377
Use of Funds Summary				
71100 Regular Instruction	256,460	55,453	-	311,913
72130 Other Student Support	-	-	-	-
72210 Instructional Support	81,732	11,792	-	93,524
72710 Transportation	-	-	-	-
99000 Indirect Costs	9,808	1,132	-	10,940
Total Use of Funds	348,000	68,377	-	416,377

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 7/16/2020
21411000	51101409	Teachers Supplements	25,000	20,000		45,000
21411000	51101631	Educational Assistants (2)	17,730	17,730		35,460
21411000	51102011	Social Security	2,649	2,339		4,988
21411000	51102041	State Retirement	5,173	4,660		9,833
21411000	51102061	Life Insurance	130			130
21411000	51102071	Medical Insurance	19,000			19,000
21411000	51102081	Dental Insurance	690			690
21411000	51102101	Unemployment Compensation	360			360
21411000	51102121	Medicare	619	547		1,166
21411000	51102991	Other Fringe Benefits - Long Term Disability	35	36		71
21411000	51102993	Other Fringe Benefits - Short Term Disability	50	50		100
21411000	51104291	Instructional Supplies	158,770	10,074		168,844
21411000	51107221	Instructional Equipment	24,547			24,547
		Total 71100 Instructional	254,753	55,436	-	310,189
21411000	52211961	In-service Stipends	22,500	10,000		32,500
21411000	52212011	Social Security	1,395	620		2,015
21411000	52212041	State Retirement	2,311	1,027		3,338
21411000	52212121	Medicare	326	145		471
21411000	52213081	Consultants	16,500			16,500
21411000	52213551	Travel	5,000			5,000
21411000	52215241	Staff Development	33,700			33,700
		Total 72210 Instructional Support	81,732	11,792	-	93,524
21411000	59005901	Indirect Costs (2.9 %)	9,808	1,132		10,940
		Total 99000	9,808	1,132	-	10,940
Avondale SDA						
21413505	51104291	Instructional Supplies	960	10		970
		Total 71100 Instructional	960	10	-	970
Annoor						
21413835	51104291	Instructional Supplies	747	7		754
		Total 71100 Instructional	747	7	-	754
TOTAL Grant			348,000	68,377	-	416,377

HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
TITLE I D, DELINQUENT
BUDGET FISCAL YEAR 2020-2021

2021 ALLOCATION			18,695	51,459		70,154
2020 CARRYOVER						-
TRANSFER TO CONSOLIDATED ADMINISTRATION			(4,995)			(4,995)
			13,700	51,459	-	65,159
21480000	41427141	REVENUE	13,700	51,459	-	65,159
ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET DOCUMENT	INCREASES	DECREASES	BUDGET AMENDMENT 7/16/2020
CADAS--SCHOLZE CENTER						
21483751	51104291	Instructional Supplies	1,127	4,580		5,707
21483751	51105999	Other Charges	5,420	20,357		25,777
21483751	51107221	Instructional Equipment	1,274	4,440		5,714
Total 71100			7,821	29,377	-	37,198
21483751	52213081	Consultants				
21483751	52213999	Contracted Services: Transition Sp				
21483751	52215241	Staff Development	421	1,579		2,000
Total 72210			421	1,579	-	2,000
21483751	59005901	Indirect Costs (2.9 %)	202	759		961
Total 99000			202	759	-	961
Total Cadas-Scholze Center			8,444	31,715	-	40,159
Juvenile Detention Center						
21487777	51101409	Teacher Extended Contracts	1,682	3,350		5,032
21487777	51102011	Social Security	104	208		312
21487777	51102041	Retirement	173	344		517
21487777	51102121	Medicare	24	49		73
21487777	51103999	Contracted Services	736	2,764		3,500
21487777	51104291	Instructional Supplies	862		(862)	-
21487777	51107221	Instructional Equipment	1,051	1,879		2,930
Total 71100			4,632	8,594	(862)	12,364
21487777	52213081	Consultants	526		(526)	-
21487777	52213999	Contracted Services: Transition Sp		12,171		12,171
21487777	52215241	Staff Development	-			-
Total 72210			526	12,171	(526)	12,171
21487777	59005901	Indirect Costs (2.9 %)	98	367		465
Total 99000			98	367	-	465
Total JDC			5,256	21,132	(1,388)	25,000
Total Budget			13,700	52,847	(1,388)	65,159

**HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
TITLE IV PART A, STUDENT SUPPORT AND ACADEMIC ENRICHMENTS GRANT
BUDGET FISCAL YEAR 2020-2021**

TITLE IV PART A 2021 ALLOCATION			950,000		(59,740)	890,260
TITLE IV PART A 2020 CARRYOVER						-
TRANSFER TO CONSOLIDATED ADMIN			(19,000)	1,198		(17,802)
TOTAL TITLE IV PART A BUDGET			931,000	1,198	(59,740)	872,458
SUMMARY BY FUNCTION OF CHANGES TO BUDGET:						
	71100	Regular Instruction	126,098	-	-	126,098
	72130	Other Student Support	-	-	-	-
	72210	Regular Instruction Support	719,860	-	-	719,860
	72710	Transportation	2,500	-	-	2,500
	99000	Indirect Costs	82,542	-	(58,542)	24,000
			931,000	-	(58,542)	872,458
21490000	41427147	REVENUE	931,000	-	(58,542)	872,458
ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 7/16/2020
21491000	59005901	Indirect Costs (2.9%)	82,542		(58,542)	24,000
		Total 99000	82,542	-	(58,542)	24,000
21491000	52211899	Truancy Officer/Social Worker (1 FTE)	52,000			52,000
21491000	52211961	In-service Stipends - COMP (NTN)	14,000			14,000
21491000	52211961	In-service Stipends - Char Ed / Crisis Response	14,000			14,000
21491000	52212011	Social Security	4,960			4,960
21491000	52212041	State Retirement	10,520			10,520
21491000	52212061	Life Insurance	65			65
21491000	52212071	Health Insurance	9,500			9,500
21491000	52212081	Dental Insurance	345			345
21491000	52212101	Unemployment Compensation	180			180
21491000	52212121	Medicare	1,160			1,160
21491000	52212991	Long Term Disability	104			104
21491000	52212993	Short Term Disability	146			146
21491000	52213081	Consultant:COMP Training	6,000			6,000
21491000	52213081	Consultant:Char Ed / Crisis Response	3,000			3,000
21491000	52214999	Supplies--Staff Development COMP	4,778			4,778
21491000	52214999	Supplies--Staff Development Char Ed / Crisis Response	5,779			5,779
21491000	52215241	Staff Development	16,000			16,000
		Total 72210	142,537	-	-	142,537
		Total 21491000	142,537	-	-	142,537
Fine Arts (Well Rounded)						
21492000	51104291	Instructional materials	7,220			7,220
21492000	51105999	Charges: Field experiences	1,000			1,000
		Total 71100	8,220	-	-	8,220
21492000	52211899	Curriculum Coaches - Related Arts (1 FTE)	67,000			67,000
21492000	52211961	In-service Stipends	5,000			5,000
21492000	52212011	Social Security	4,464			4,464
21492000	52212041	State Retirement	7,394			7,394
21492000	52212061	Life Insurance	65			65
21492000	52212071	Health Insurance	9,500			9,500
21492000	52212081	Dental Insurance	345			345
21492000	52212101	Unemployment Compensation	180			180
21492000	52212121	Medicare	1,044			1,044
21492000	52212991	Long Term Disability	134			134
21492000	52212993	Short Term Disability	188			188
21492000	52213081	Consultant	1,000			1,000
21492000	52214999	Supplies--Staff Development	500			500
21492000	52215241	Staff Development	7,208			7,208
		Total 72210	104,022	-	-	104,022
21492000	52713141	Contracts with Public Carriers	1,000			1,000
		Total 72710	1,000	-	-	1,000
		Total Fine Arts Well Rounded	113,242	-	-	113,242

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021	INCREASES	DECREASES	AMENDED
			BUDGET DOCUMENT			BUDGET 7/16/2020
Social Studies (Well Rounded)						
21493000	51104291	Instructional materials	3,928			3,928
21493000	51105999	Charges: Field experiences	1,000			1,000
		Total 71100	4,928	-	-	4,928
21493000	52211899	Curriculum Coaches - Social Studies (1 FTE)	67,000			67,000
21493000	52211961	In-service Stipends	5,000			5,000
21493000	52212011	Social Security	4,464			4,464
21493000	52212041	State Retirement	7,394			7,394
21493000	52212061	Life Insurance	65			65
21493000	52212071	Health Insurance	9,500			9,500
21493000	52212081	Dental Insurance	345			345
21493000	52212101	Unemployment Compensation	180			180
21493000	52212121	Medicare	1,044			1,044
21493000	52212991	Long Term Disability	134			134
21493000	52212993	Short Term Disability	188			188
21493000	52213081	Consultant	2,000			2,000
21493000	52213551	Travel/Mileage	2,500			2,500
21493000	52214999	Supplies--Staff Development	1,000			1,000
21493000	52215241	Staff Development	7,000			7,000
		Total 72210	107,814	-	-	107,814
21493000	52713141	Contracts with Public Carriers	500			500
		Total 72710	500	-	-	500
		Total Social Studies	113,242	-	-	113,242
STEM (Effective Use of Technology)						
21494000	51104291	Instructional materials	6,428			6,428
21494000	51105999	Charges: Field experiences	1,000			1,000
		Total 71100	7,428	-	-	7,428
21494000	52211899	Curriculum Coach - STEM (1 FTE)	84,000			84,000
21494000	52211961	In-service Stipends	5,000			5,000
21494000	52212011	Social Security	5,518			5,518
21494000	52212041	State Retirement	9,140			9,140
21494000	52212061	Life Insurance	65			65
21494000	52212071	Health Insurance	9,500			9,500
21494000	52212081	Dental Insurance	345			345
21494000	52212101	Unemployment Compensation	180			180
21494000	52212121	Medicare	1,290			1,290
21494000	52212991	Long Term Disability	168			168
21494000	52212993	Short Term Disability	235			235
21494000	52213081	Consultant	2,000			2,000
21494000	52214999	Supplies--Staff Development	1,000			1,000
21494000	52215241	Staff Development	7,000			7,000
		Total 72210	125,441	-	-	125,441
21494000	52713141	Contracts with Public Carriers	500			500
		Total 72710	500	-	-	500
		Total STEM	133,369	-	-	133,369

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 7/16/2020
Innovation (Well Rounded)						
21495000	51104291	Instructional materials	7,898			7,898
21495000	51105999	Charges: Field experiences	1,000			1,000
		Total 71100	8,898	-	-	8,898
21495000	52211899	Innovation Coordinator (1 FTE)	82,000			82,000
21495000	52211899	STEAM Content Lead (1 FTE)	68,000			68,000
21495000	52211961	In-service Stipends	4,000			4,000
21495000	52212011	Social Security	10,540			10,540
21495000	52212041	State Retirement	17,459			17,459
21495000	52212061	Life Insurance	130			130
21495000	52212071	Health Insurance	19,000			19,000
21495000	52212081	Dental Insurance	690			690
21495000	52212101	Unemployment Compensation	360			360
21495000	52212121	Medicare	2,465			2,465
21495000	52212991	Long Term Disability	332			332
21495000	52212993	Short Term Disability	465			465
21495000	52213081	Consultant	2,000			2,000
21495000	52214999	Supplies--Staff Development	500			500
21495000	52215241	Staff Development	7,208			7,208
		Total 72210	215,149	-	-	215,149
21495000	52713141	Contracts with Public Carriers	500			500
		Total 72710	500	-	-	500
		Total Innovation	224,547	-	-	224,547
		TOTAL DISTRICT	726,937	-	-	726,937
PRIVATE SCHOOLS						
<u>Avondale SDA</u>						
21493505	51104291	Instructional materials WR	644			644
		Total 71100	644	-	-	644
<u>Brainerd Baptist</u>						
21493515	51104291	Instructional materials WR	2,000			2,000
21493515	51104291	Instructional materials SH	2,000			2,000
		Total 71100	4,000	-	-	4,000
21493515	52215241	Staff Development WR	1,098			1,098
		Total 72210	1,098	-	-	1,098
		TOTAL	5,098	-	-	5,098
<u>Notre Dame</u>						
21493565	51103999	Contracted Services SH	6,594			6,594
		Total 71100	6,594	-	-	6,594
		TOTAL	6,594	-	-	6,594
<u>Saint Jude</u>						
21493585	51104291	Instructional materials WR	3,964			3,964
21493585	51105999	Other charges: field experiences WR	1,500			1,500
		Total 71100	5,464	-	-	5,464
		TOTAL	5,464	-	-	5,464
<u>Silverdale Baptist</u>						
21493715	51104291	Instructional materials WR	6,878			6,878
		Total 71100	6,878	-	-	6,878
21493715	52213081	Consultants SH	10,000			10,000
		Total 72210	10,000	-	-	10,000
		TOTAL	16,878	-	-	16,878
<u>Collegedale Academy - Elementary (Spalding Elementary)</u>						
21493765	51104291	Instructional materials WR	2,500			2,500
21493765	51104291	Instructional materials SH	2,059			2,059
		Total 71100	4,559	-	-	4,559

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 7/16/2020
<u>Grace Baptist</u>						
21493785	51104291	Instructional materials WR	4,000			4,000
21493785	51104291	Instructional materials SH	3,290			3,290
		Total 71100	7,290	-	-	7,290
<u>Annoor Academy</u>						
21493835	51104291	Instructional materials WR	1,288			1,288
		Total 71100	1,288	-	-	1,288
		TOTAL	1,288	-	-	1,288
<u>Collegedale Academy</u>						
21493845	51104291	Instructional materials WR	5,237			5,237
		Total 71100	5,237	-	-	5,237
		TOTAL	5,237	-	-	5,237
<u>Collegedale Adventist Middle</u>						
21493865	51104291	Instructional materials WR	3,097			3,097
		Total 71100	3,097	-	-	3,097
<u>Belvoir Christian Academy</u>						
21493805	51104291	Instructional materials WR	1,392			1,392
		Total 71100	1,392	-	-	1,392
		TOTAL	1,392	-	-	1,392
<u>Boyd-Buchanan</u>						
21493825	51104291	Instructional materials WR	17,661			17,661
		Total 71100	17,661	-	-	17,661
		TOTAL	17,661	-	-	17,661
<u>Bright School</u>						
21493735	51103999	Contracted Services WR	6,003			6,003
		Total 71100	6,003	-	-	6,003
		TOTAL	6,003	-	-	6,003
<u>Hickory Valley Christian School</u>						
21493535	51104291	Instructional materials WR	200			200
		Total 71100	200	-	-	200
21493535	52213081	Consultants ET	1,279			1,279
		Total 72210	1,279	-	-	1,279
		TOTAL	1,479	-	-	1,479
<u>OLPH</u>						
21493575	51104291	Instructional materials WR	2,059			2,059
		Total 71100	2,059	-	-	2,059
21493575	52213081	Consultants SH	2,500			2,500
		Total 72210	2,500	-	-	2,500
		TOTAL	4,559	-	-	4,559
<u>Berean Academy</u>						
21493925	51104291	Instructional materials WR	6,090			6,090
		Total 71100	6,090	-	-	6,090
<u>Skyuka Hall</u>						
21493945	51104291	Instructional materials WR	1,949			1,949
		Total 71100	1,949	-	-	1,949
		TOTAL	1,949	-	-	1,949
		Total Private Schools	95,282	-	-	95,282

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 7/16/2020
CHARTER SCHOOLS						
<u>Chattanooga Preparatory School</u>						
21493935	51104291	Instructional materials WR	3,654			3,654
<u>Chattanooga Girls Leadership Academy</u>						
21495303	51103999	Contracted Services SH	1,000			1,000
21495303	51104291	Instructional materials SH	1,299			1,299
21495303	52215241	Staff Development SH	4,000			4,000
<u>Ivy Academy</u>						
21495313	51105999	Other charges - Extended Contracts WR	6,299			6,299
<u>Chattanooga Charter School of Excellence</u>						
21495323	52213081	Consultants ET	6,020			6,020
<u>Chattanooga Charter School of Excellence Middle</u>						
21496322	51104291	Instructional materials WR	3,967			3,967
Total Charter Schools			26,239	-	-	26,239
TOTAL GRANT			931,000	-	(58,542)	872,458

HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF (ESSER)
BUDGET FISCAL YEAR 2020-2021

FY21 Allocation 10,712,854

SUMMARY BY FUNCTION OF CHANGES TO BUDGET:

71100	Regular Instruction	6,458,931
71200	Special Education Instruction	265,881
71300	Vocational Education Instruction	92,000
72120	Health Services	306,731
72130	Other Student Support	452,241
72210	Regular Instruction Support	1,006,745
72220	Special Education Support	74,207
72230	Vocational Education Support	34,900
72250	Education Technology	609,099
72410	Office of the Principal	56,130
72610	Operation of the Plant/Facility	868,034
72710	Transportation	238,347
99000	Indirect Costs	249,608
		<u>10,712,854</u>

21607000 41427301 REVENUE 10,712,854

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET 7/16/2020

Administration

21607000	52211621	Clerical (1)	42,000
21607000	52211899	Coordinator (.5)	35,000
21607000	52211899	Supplemental Pay Clerical Staff	6,353
21607000	52212011	Social Security	5,168
21607000	52212041	State Retirement	7,107
21607000	52212061	Life Insurance	65
21607000	52212071	Health Insurance	9,500
21607000	52212081	Dental Insurance	345
21607000	52212101	Unemployment Compensation	180
21607000	52212121	Medicare	1,209
21607000	52212991	Long Term Disability	84
21607000	52212993	Short Term Disability	118
	Total 72210		<u>107,129</u>

21607000	59005901	Indirect Costs (13.1 %)	235,646
	Total 99000		<u>235,646</u>

TOTAL Administration and Indirect Cost	<u>342,775</u>

Summer / Supplemental Learning

21607601	51101409	Supplemental Pay	1,032,000
21607601	51102011	Social Security	65,472
21607601	51102041	State Retirement	108,451
21607601	51102121	Medicare	15,312
21607601	51104711	Software	20,000
21607601	51104291	Instructional Supplies	24,000
Total 71100			1,265,235
21607601	52121899	Supplemental Pay Nurses	38,080
21607601	52122011	Social Security	2,361
21607601	52122041	State Retirement	5,598
21607601	52122121	Medicare	552
Total 72120			46,591
21607601	52131899	Supplemental Pay Counselors	38,080
21607601	52132011	Social Security	2,361
21607601	52132041	State Retirement	3,911
21607601	52132121	Medicare	552
Total 72130			44,904
21607601	52211899	Supplemental Pay Secretaries	23,800
21607601	52211961	Stipend	20,000
21607601	52212011	Social Security	2,716
21607601	52212041	State Retirement	5,553
21607601	52212121	Medicare	635
21607601	52214999	Other Supplies and Materials	8,000
Total 72210			60,704
21607601	52411899	Supplemental Pay Assistant Principals	47,600
21607601	52412011	Social Security	2,951
21607601	52412041	State Retirement	4,889
21607601	52412121	Medicare	690
Total 72410			56,130
21607601	52713141	Contracts w Public Carriers	176,000
Total 72710			176,000
TOTAL Chief Schools Officer			1,649,564

Pre Kindergarten Summer / Supplemental Learning

21607609	51101409	Supplemental Pay	64,000
21607609	51101899	Classified Supplemental Pay	24,000
21607609	51102011	Social Security	5,456
21607609	51102041	State Retirement	10,101
21607609	51102121	Medicare	1,276
21607609	51104291	Instructional Supplies	1,000
Total 71100			105,833
21607609	52135999	Other Charges	1,000
Total 72130			1,000
TOTAL Pre K			106,833
Total Summer/Supplemental Learning			1,756,397

Purchasing Education Technology

21607701	51104711	Software	1,450,441
21607701	51107221	Instructional Equipment	240,000
		Total 71100	1,690,441
		Total Chief Schools Officer	1,690,441
21607702	51104711	Software	120,490
		Total 71100	120,490
		Total Accountability & Research	120,490
21607703	51107221	Instruction Equipment	2,000,000
		Total 71100	2,000,000
		Total Chief Operating Officer	2,000,000
21607704	51304711	Software	92,000
		Total 71300	92,000
21607704	52253501	Internet Connectivity	450,000
		Total 72250	450,000
		Total CTE/Future Ready Institutes	542,000
		Total Purchasing Education Technology	4,352,931

Planning for Long Term Closures

21607801	52211053	Virtual Schools Coordinator (2)	151,875
21607801	52211961	Stipend	381,615
21607801	52212011	Social Security	33,076
21607801	52212041	Retirement	54,789
21607801	52212061	Life Insurance	130
21607801	52212071	Health Insurance	19,000
21607801	52212081	Dental Insurance	690
21607801	52212101	Unemployment Compensation	360
21607801	52212121	Medicare	7,736
21607801	52212991	Long Term Disability	304
21607801	52212993	Short Term Disability	425
		Total 72210	650,000
		Total Chief Schools Officer	650,000
21607803	52613281	Janitorial Services	500,000
		Total 72610	500,000
		Total Chief Operating Officer	500,000
21607804	52231961	Stipend	27,900
21607804	52232011	Social Security	1,730
21607804	52232041	State Retirement	2,865
21607804	52232121	Medicare	405
21607804	52234999	Other Supplies and Materials	2,000
		Total 72230	34,900
		Total CTE/Future Ready Institutes	34,900

21607805	52121311	Nurses	85,337
21607805	52122011	Social Security	5,291
21607805	52122041	State Retirement	12,545
21607805	52122061	Life Insurance	130
21607805	52122071	Health Insurance	19,000
21607805	52122081	Dental Insurance	690
21607805	52122101	Unemployment Compensation	360
21607805	52122121	Medicare	1,237
21607805	52122991	Long Term Disability	171
21607805	52122993	Short Term Disability	239
21607805	52123999	Contracted Services	2,000
21607805	52124999	Other Supplies and Materials	74,250
Total 72120			201,250
Total Health Services			201,250
21607806	51107221	Instruction Equipment	150,000
Total 71100			150,000
21607806	52211961	Stipend	16,960
21607806	52212011	Social Security	1,051
21607806	52212041	Retirement	1,742
21607806	52212121	Medicare	246
Total 72210			19,999
Total Chief Innovation & School Choice			169,999
21607807	52614999	Other Supplies and Materials	50,000
Total 72610			50,000
Total Re-Opening Team			50,000
21607808	52214999	Other Supplies and Materials	40,000
Total 72210			40,000
Total Commuications Team			40,000
21607813	52614999	Other Supplies and Materials	25,000
Total 72610			25,000
Total Maintenance & Operations			25,000
Total Planning for Long Term Closures			1,671,149

Unique Need of Special Populations

21607910	51201409	Teacher Supplemental Pay	28,664
21607910	51201711	SLP Providers	22,400
21607910	51202011	Social Security	3,166
21607910	51202041	State Retirement	5,244
21607910	51202121	Medicare	740
21607910	51203121	Contracts with Private Agencies	60,000
21607910	51204291	Instructional Supplies	11,119
21607910	51204711	Instructional Software	14,030
21607910	51207251	Instruction Equipment	105,421
Total 71200			250,784
21607910	52221241	Psychologist	62,930
21607910	52222011	Social Security	3,902
21607910	52222041	Retirement	6,463
21607910	52222121	Medicare	912
Total 72220			74,207
Total Exceptional Education			324,991

21607911	51101409	Extended Contracts	35,000
21607911	51102011	Social Security	2,170
21607911	51102041	State Retirement	3,595
21607911	51102121	Medicare	508
Total 71100			41,273
21607911	52211961	Stipend	29,300
21607911	52212011	Social Security	1,817
21607911	52212041	Retirement	3,009
21607911	52212121	Medicare	425
21607911	52214999	Other Supplies and Materials	11,830
Total 72210			46,381
21607911	52713141	Contracts w Public Carriers	12,347
Total 72710			12,347
Total ELL			100,001
Total Unique Need of Special Populations			424,992
Mental Health Supports			
21607512	52131231	Counselors (Midtown) (3)	153,000
21607512	52131899	Supplemental Pay - CARE Team, SEL Summer Staff	41,638
21607512	52131961	Stipend	4,000
21607512	52132011	Social Security	12,315
21607512	52132041	Retirement	21,021
21607512	52132061	Life Insurance	195
21607512	52132071	Health Insurance	28,500
21607512	52132081	Dental Insurance	1,035
21607512	52132101	Unemployment Compensation	540
21607512	52132121	Medicare	2,880
21607512	52132991	Long Term Disability	306
21607512	52132993	Short Term Disability	428
21607512	52133551	Mileage	3,000
21607512	52134711	Software	132,779
21607512	52134999	Other Supplies and Materials	4,100
Total 72130			405,737
Total Mental Health Supports			405,737
TOTAL			8,953,981

Private Schools**Avondale SDA**

21603505	51107221	Instructional Equipment	8,189
		Total 71100	8,189
		TOTAL	8,189

Brainerd Baptist

21603515	51107221	Instructional Equipment	44,141
		Total 71100	44,141
21603515	52124711	Software	4,500
21603515	52124999	Other Supplies and Materials	350
		Total 72120	4,850
21603515	59005901	Indirect Costs (13.1 %)	141
		Total 99000	141
		TOTAL	49,132

Hickory Valley Christian School

21603535	51107221	Instructional Equipment	9,669
		Total 71100	9,669
21603535	52213081	Consultants	800
21603535	52214999	Supplies & Materials (Staff Dev)	1,050
		Total 72210	1,850
21603535	52614101	Custodial Supplies	1,200
		Total 72610	1,200
21603535	59005901	Indirect Costs (13.1 %)	88
		Total 99000	88
		TOTAL	12,807

Notre Dame High

21603565	51104291	Instructional Supplies	1,250
21603565	51104711	Software	3,900
		Total 71100	5,150
21603565	52123999	Other Contracted Services	19,700
21603565	52124999	Other Supplies and Materials	3,150
		Total 72120	22,850
21603565	52213999	Contracted Services	6,650
		Total 72210	6,650
21603565	52253501	Internet Connectivity	5,000
		Total 72250	5,000
21603565	52613281	Janitorial Services	7,716
21603565	52614101	Custodial Supplies	5,750
21603565	52614999	Other Supplies and Materials	23,794
		Total 72610	37,260
21603565	59005901	Indirect Costs	1,617
		Total 99000	1,617
		TOTAL	78,527

Our Lady of Perpetual Help

21603575	51104711	Software	5,000
21603575	51107221	Instructional Equipment	9,300
		Total 71100	14,300
21603575	52124999	Other Supplies and Materials	1,190
		Total 72120	1,190
21603575	52214711	Software	160
21603575	52215241	Staff Development	22,540
		Total 72210	22,700
21603575	52614101	Custodial Supplies	1,500
21603575	52614351	Office Supplies	200
21603575	52614999	Other Supplies and Materials	8,120
		Total 72610	9,820
21603575	59005901	Indirect Costs	1,122
		Total 99000	1,122
		TOTAL	49,132

Saint Jude

21603585	51104711	Software	2,240
21603585	51105999	Charges: field trips, etc	
21603585	51107221	Instructional Equipment	39,544
		Total 71100	41,784
21603585	52253501	Internet Connectivity	8,000
		Total 72250	8,000
21603585	52613281	Janitorial Services	
21603585	52614101	Custodial Supplies	5,402
		Total 72610	5,402
21603585	59005901	Indirect Costs	454
		Total 99000	454
		TOTAL	55,640

Silverdale Baptist Academy

21603715	51103999	Other Contracted Services	79,196
21603715	51104291	Instructional Supplies	2,500
21603715	51104711	Software	25,805
21603715	51107221	Instructional Equipment	64,515
		Total 71100	172,016
21603715	52124711	Software	21,500
		Total 72120	21,500
21603715	52213551	Mileage	2,500
		Total 72210	2,500
21603715	52613281	Janitorial Services	6,000
21603715	52614101	Custodial Supplies	2,000
		Total 72610	8,000
21603715	59005901	Indirect Costs	1,749
		Total 99000	1,749
		TOTAL	205,765

Bright School

21603735	51107221	Instructional Equipment	55,431
		Total 71100	55,431
		TOTAL	55,431

Montessori

21603745	51107221	Instructional Equipment	24,200
		Total 71100	24,200
21603745	52213081	Consultants	3,000
		Total 72210	3,000
21603745	52614101	Custodial Supplies	2,585
21603745	52617201	Equipment-Plant Operation	1,300
		Total 72610	3,885
21603745	59005901	Indirect Costs (13.1 %)	200
		Total 99000	200
		TOTAL	31,285

Spalding Elementary (Collegedale Elementary)

21603765	51107221	Instructional Equipment	51,441
		Total 71100	51,441
		TOTAL	51,441

Grace Baptist

21603785	51107221	Instructional Equipment	18,000
		Total 71100	18,000
21603785	52257901	Educational Technology Equipment	47,000
		Total 72250	47,000
21603785	52614101	Custodial Supplies	17,839
		Total 72610	17,839
21603785	59005901	Indirect Costs (13.1 %)	517
		Total 99000	517
		TOTAL	83,356

Belvoir Christian Academy

21603805	51104711	Software	2,595
21603805	51107221	Instructional Equipment	7,856
		Total 71100	10,451
21603805	52213081	Consultants	1,500
		Total 72210	1,500
21603805	52613281	Janitorial Services	5,410
		Total 72610	5,410
21603805	59005901	Indirect Costs (13.1 %)	276
		Total 99000	276
		TOTAL	17,637

St. Peter's School

21603815	51107221	Instructional Equipment	29,395
		Total 71100	29,395
		TOTAL	29,395

Boyd Buchanan

21603825	51104291	Instructional Supplies & Materials	3,219
21603825	51104711	Software	54,026
21603825	51107221	Instructional Equipment	67,710
Total 71100			124,955
21603825	52124999	Other Supplies and Materials	2,100
Total 72120			2,100
21603825	52253999	Other Contracted Services	2,000
21603825	52254701	Educational Technology Cabling	3,300
21603825	52255999	Other Non HCDE Salaries	-
21603825	52257901	Educational Technology Equipment	6,600
Total 72250			11,900
21603825	52613281	Janitorial Services	32,200
21603825	52614101	Custodial Supplies	1,255
21603825	52614351	Office Supplies	-
21603825	52614999	Other Supplies and Materials	1,350
21603825	52615999	Other Charges	-
21603825	52617201	Equipment-Plant Operation	25,500
21603825	52617991	Other Capital Expenditure	-
Total 72610			60,305
21603825	59005901	Indirect Costs (13.1 %)	3,566
Total 99000			3,566
TOTAL			202,826

Annoor Academy

21603835	51104711	Software	10,000
21603835	51107221	Instruction Equipment	2,728
Total 71100			12,728
21603835	59005901	Indirect Costs (13.1 %)	290
Total 99000			290
TOTAL			13,018

Collegedale SDA

21603845	52257901	Educational Technology Equipment	63,199
Total 72250			63,199
TOTAL			63,199

Collegedale Adventist Middle

21603865	51107221	Instruction Equipment	37,794
Total 71100			37,794
TOTAL			37,794

Standifer Gap SDA

21603885	51107221	Instructional Equipment	11,548
Total 71100			11,548
TOTAL			11,548

Berean Academy

21603925	51107221	Instruction Equipment	45,500
		Total 71100	45,500
21603925	52124999	Other Supplies and Materials	4,500
		Total 72120	4,500
21603925	52614101	Custodial Supplies	5,741
21603925	52614999	Other Supplies and Materials	1,000
21603925	52617201	Equipment-Plant Operation	8,000
		Total 72610	14,741
21603925	59005901	Indirect Costs (13.1 %)	558
		Total 99000	558
		TOTAL	65,299

Skyuka Hall

21603945	51104291	Instructional Supplies	1,700
21603945	51104711	Software	9,235
21603945	51107221	Instructional Equipment	8,852
		Total 71100	19,787
21603945	52133999	Contracted Services	600
		Total 72130	600
21603945	52613281	Janitorial Services	
21603945	52614101	Custodial Supplies	739
21603945	52614999	Other Supplies and Materials	1,160
		Total 72610	1,899
21603945	59005901	Indirect Costs	390
		Total 99000	390
		TOTAL	22,676

Chattanooga Christian School

21603955	51104291	Instructional Supplies & Materials	12,745
21603955	51104711	Software	2,228
21603955	51107221	Instructional Equipment	154,100
		Total 71100	169,073
21603955	51204291	Instructional Supplies & Materials	8,188
21603955	51204711	Software	2,500
		Total 71200	10,688
21603955	52613281	Janitorial Services	72,000
21603955	52617201	Equipment-Plant Operation	4,580
		Total 72610	76,580
21603955	59005901	Indirect Costs (13.1 %)	2,965
		Total 99000	2,965
		TOTAL	259,306

Hamilton Heights

21603965	51107221	Instructional Equipment	8,819
		Total 71100	8,819
		TOTAL	8,819

Ooltewah Adventist

21603975	51104291	Instructional Supplies	605
21603975	51104711	Software	379
21603975	51107221	Instructional Equipment	24,603
Total 71100			25,587

21603975	59005901	Indirect Costs	29
Total 99000			29

TOTAL	25,616

William and Mary Academy

21603985	51203999	Contracted Services	4,409
Total 71200			4,409

TOTAL	4,409

Total Private Schools	1,442,247

Charter Schools**Chattanooga Girls Leadership Academy--Charter School**

21605303	51104711	Software	2,460
21605303	51107221	Instructional Equipment	14,047
Total 71100			16,507

21605303	52124999	Other Supplies and Materials	1,900
Total 72120			1,900

21605303	52213081	Consultants	1,000
Total 72210			1,000

21605303	52614101	Custodial Supplies	3,600
21605303	52614999	Other Supplies and Materials	1,000
21605303	52615999	Other Charges	2,000
Total 72610			6,600

21605303	52713141	Transportation	
21605303	52717291	Transportation Equipment	50,000
Total 72710			50,000

TOTAL	76,007

Chattanooga Charter School of Excellence

21605323	51104711	Software	48,260
21605323	51105999	Charges: field trips, etc	18,493
Total 71100			66,753

21605323	52213081	Consultants	5,895
Total 72210			5,895

TOTAL	72,648

Chattanooga Charter School of Excellence Middle School

21606322	51105999	Charges: field trips, etc	23,871
Total 71100			23,871

21606322	52253999	Other Contracted Services	24,000
Total 72250			24,000

TOTAL	47,871

Chattanooga Preparatory School

21603935	52613281	Janitorial Services	44,093
Total 72610			44,093
TOTAL			44,093

Ivy Academy

21605313	51107221	Instructional Equipment	38,570
Total 71100			38,570
21605313	52215999	Other-Non HCDE Instructional Support Salaries	37,437
Total 72210			37,437
TOTAL			76,007
Total Charter Schools			316,626
TOTAL GRANT			10,712,854

**HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
IDEA PRESCHOOL INCENTIVE GRANT
BUDGET FISCAL YEAR 2020-2021**

		2021 Award	220,000	50,319		270,319
		2020 Carryover				-
		State Reallocated Funds				
		TOTAL BUDGET	220,000	50,319	-	270,319
22080000	41427145	REVENUE	220,000	50,319	-	270,319
ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 7/16/2020
22082000	51204291	Instructional Materials	6,966	-		6,966
22082000	51204999	Other Supplies & Materials	4,925	-		4,925
22082000	51207251	Special Education Equipment	5,000	-		5,000
		Total 71200	16,891	-	-	16,891
22082000	52221351	Assessment Personnel (1)	28,729	50,319		79,048
22082000	52222011	Social Security	4,091	-		4,091
22082000	52222041	State Retirement	8,118	-		8,118
22082000	52222061	Life Insurance	65			65
22082000	52222071	Health Insurance	9,500			9,500
22082000	52222081	Dental	345			345
22082000	52222101	Unemployment Compensation	180			180
22082000	52222121	Medicare	1,146	-		1,146
22082000	52222991	Long Term Disability	158	-		158
22082000	52222993	Short Term Disability	221	-		221
22082000	52223121	Contracts with Private Agencies	16,483	-		16,483
		Total 72220	69,036	50,319	-	119,355
22082000	59005901	Indirect Costs	7,477	-		7,477
		Total 99000	7,477	-	-	7,477
<u>Daisy Elementary</u>						
22087051	51201161	Teacher (1)	45,566	-		45,566
22087051	51201631	Educational Assistant (1)	17,250	-		17,250
22087051	51202011	Social Security	3,894	-		3,894
22087051	51202041	State Retirement	7,215	-		7,215
22087051	51202061	Life Insurance	130			130
22087051	51202071	Health Insurance	19,000			19,000
22087051	51202081	Dental	690			690
22087051	51202101	Unemployment Compensation	360			360
22087051	51202121	Medicare	911	-		911
22087051	51202991	Long Term Disability	125	-		125
22087051	51202993	Short Term Disability	176	-		176
		Total 71200	95,317	-	-	95,317
<u>Middle Valley Elementary</u>						
22087091	51201631	Educational Assistant (1)	17,250	-		17,250
22087091	51202011	Social Security	1,070	-		1,070
22087091	51202041	State Retirement	2,536	-		2,536
22087091	51202061	Life Insurance	65			65
22087091	51202071	Health Insurance	9,500			9,500
22087091	51202081	Dental	345			345
22087091	51202101	Unemployment Compensation	180			180
22087091	51202121	Medicare	250	-		250
22087091	51202991	Long Term Disability	35	-		35
22087091	51202993	Short Term Disability	48	-		48
		Total 71200	31,279	-	-	31,279
TOTAL PRESCHOOL GRANT			220,000	50,319	-	270,319

HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
CCEIS - Comprehensive Coordinated Early Intervening Services
BUDGET FISCAL YEAR 2020-2021

22270000	41427143	Transfer from IDEA B	1,410,000	58,507		1,468,507

Use of Funds Summary

71100 Regular Instruction	446,589	-	-	446,589
72130 Other Student Support	963,411	58,507	-	1,021,918
72210 Instructional Support	-	-	-	-
Total Use of Funds	1,410,000	58,507	-	1,468,507

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 7/16/2020
22271000	51101161	Teachers (5)	178,300			178,300
22271000	51101631	Educational Assistant (5)	97,136			97,136
22271000	51102011	Social Security	22,222			22,222
22271000	51102041	State Retirement	41,113			41,113
22271000	51102061	Life Insurance	650			650
22271000	51102071	Health Insurance	95,000			95,000
22271000	51102081	Dental Insurance	3,450			3,450
22271000	51102101	Unemployment Compensation	1,800			1,800
22271000	51102121	Medicare	5,197			5,197
22271000	51102991	Long Term Disability	717			717
22271000	51102993	Short Term Disability	1,004			1,004
		Total 71100	446,589	-	-	446,589
22271000	52131231	Guidance (2)	64,633			64,633
22271000	52131301	Social Worker (5)	253,707			253,707
22271000	52131899	Behavioral Response Facilitators	293,654	58,507		352,161
22271000	52131899	Data Specialist (1)	56,886			56,886
22271000	52132011	Social Security	45,098			45,098
22271000	52132041	State Retirement	77,223			77,223
22271000	52132061	Life Insurance	845			845
22271000	52132071	Health Insurance	123,500			123,500
22271000	52132081	Dental Insurance	4,485			4,485
22271000	52132101	Unemployment Compensation	2,340			2,340
22271000	52132121	Medicare	10,547			10,547
22271000	52132991	Long Term Disability	1,455			1,455
22271000	52132993	Short Term Disability	2,037			2,037
22271000	52134999	Software License	27,001			27,001
		Total 72130	963,411	58,507	-	1,021,918
		TOTAL	1,410,000	58,507	-	1,468,507

**HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
IDEA PART B GRANT
BUDGET FISCAL YEAR 2020-2021**

		2021 AWARD	9,400,000	526,393		9,926,393
		2020 CARRYOVER				-
		TRANSFER TO CCEIS	(1,410,000)		(58,507)	(1,468,507)
		TOTAL BUDGET	7,990,000	526,393	(58,507)	8,457,886
			BUDGET	INCREASES	DECREASES	BUDGET
22280000	41427143	REVENUE	7,990,000			7,990,000
Expenditure Summary:						
	71200	Special Ed Instruction	4,426,889	467,886	-	4,894,775
	72130	Other Student Support	61,000	-	-	61,000
	72220	Special Ed Support	3,142,403	-	-	3,142,403
	72710	Transportation	127,430	-	-	127,430
	99000	Indirect Costs	232,278	-	-	232,278
		Total	7,990,000	467,886	-	8,457,886
ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET
22282000	51201161	Teachers (2)	150,925	-		150,925
22282000	51201409	Teachers Extended Contracts	8,000	-		8,000
22282000	51201631	Educational Assistants (110)	1,278,449	467,886		1,746,335
22282000	51202011	Social Security	139,418		-	139,418
22282000	51202041	State Retirement	323,516		-	323,516
22282000	51202061	Life Insurance	7,150		-	7,150
22282000	51202071	Health Insurance	1,045,000		-	1,045,000
22282000	51202081	Dental Insurance	37,950		-	37,950
22282000	51202101	Unemployment Compensation	19,800		-	19,800
22282000	51202121	Medicare	32,606		-	32,606
22282000	51202991	Long Term Disability	4,497		-	4,497
22282000	51202993	Short Term Disability	6,296		-	6,296
22282000	51203121	Contracts w Private Agencies	995,816		-	995,816
22282000	51203361	Equipment Maintenance & Repair	2,000		-	2,000
22282000	51204291	Instructional Supplies & Materials	41,000	-		41,000
22282000	51205999	Other charges:Charter schools	179,466	-		179,466
22282000	51207251	Exceptional Ed Equipment	155,000	-		155,000
		Total 71200	4,426,889	467,886	-	4,894,775
22282000	52134999	Other Supplies and Materials	61,000	-		61,000
22282000	52133221	Testing & Evaluation				-
		Total 72130	61,000	-	-	61,000
22282000	52221052	Supervisor/Director (2)	186,339	-		186,339
22282000	52221241	Psychological Personnel (16.8)	1,047,885	-		1,047,885
22282000	52221611	Secretary (3)	103,957	-		103,957
22282000	52221899	Other Salaries (8)	468,378	-		468,378
22282000	52221961	Stipends for Professional Dev	2,000	-		2,000
22282000	52222011	Social Security	112,965	-		112,965
22282000	52222041	State Retirement	198,157	-		198,157
22282000	52222061	Life Insurance	1,950	-		1,950
22282000	52222071	Health Insurance	285,000	-		285,000
22282000	52222081	Dental Insurance	10,350	-		10,350
22282000	52222101	Unemployment Compensation	5,400	-		5,400
22282000	52222121	Medicare	26,419	-		26,419
22282000	52222991	Long Term Disability	3,617	-		3,617
22282000	52222993	Short Term Disability	5,129	-		5,129
22282000	52223121	Contracts with Private Agencies	530,934	-		530,934
22282000	52223552	Travel--Mileage	65,000	-		65,000
22282000	52224999	Other Supplies & Materials	51,423	-		51,423
22282000	52225241	Staff Development	37,500	-		37,500
		Total 72220	3,142,403	-	-	3,142,403
22282000	52713131	Contracts w Parents	-			-
22282000	52713141	Contracts w Public Carriers	127,430	-		127,430
		Total 72710	127,430	-	-	127,430
22282000	59005901	Indirect costs	232,278	-		232,278
22282000	59005901	Transfer Out (CCEIS)	-			-
		Total 99000	232,278	-	-	232,278
			7,990,000	467,886	-	8,457,886

**HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
IDEA INNOVATION
BUDGET FISCAL YEAR 2020-2021**

22290000 41427143 REVENUE 20,000

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET 7/16/2020
22290000	52221409	Teacher Stipends	4,200
22290000	52222011	Social Security	261
22290000	52222041	Retirement	432
22290000	52222121	Employer Medicare	61
22290000	52224999	Other Supplies and Materials	6,676
22290000	52225241	In-Service/Staff Development	8,370
Total 72220--Sp Ed Support			<u>20,000</u>
TOTAL GRANT			<u><u>20,000</u></u>

Districts are eligible to receive funding per the demonstrated student need, up to \$20,000.
Grant applications are due June 29 and awards will be announced July 10, 2020.

**HAMILTON COUNTY DEPT OF EDUCATION
STATE PROGRAMS
COMPETITIVE PRIORITY SCHOOL STATE GRANT
BUDGET FISCAL YEAR 2020-2021**

FY2020-21 Budget estimated carryover \$ 307,988.

12040000	41416590	OTHER STATE EDUCATION REVENUE	307,988

USE OF FUNDS

71100	Regular Instruction	65,276
72130	Other Student Support	184,990
72210	Instructional Support	48,591
99100	Indirect Cost	9,131
	Total Use of Funds	307,988

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET 7/16/2020
<u>The Howard School</u>			
12045143	51101161	Certified Bi-Lingual ESL Instructor	
12045143	51101161	Certified Lead Instructor Project Rise (211 day) (.6)	42,876
12045143	51102011	Social Security	4,148
12045143	51102041	Retirement	6,871
12045143	51102061	Life Insurance	65
12045143	51102071	Health Insurance	9,500
12045143	51102081	Dental Insurance	345
12045143	51102101	Unemployment Compensation	180
12045143	51102121	Medicare	970
12045143	51102991	Long Term Disability	134
12045143	51102993	Short Term Disability	187
		Total 71100--Regular Instruction	65,276
12045143	52131899	College and Career Advisor (.5)	11,000
12045143	52132011	Social Security	682
12045143	52132041	Retirement	6,386
12045143	52132061	Life Insurance	65
12045143	52132071	Medical Insurance	9,500
12045143	52132081	Dental Insurance	345
12045143	52132101	Unemployment Comp.	180
12045143	52132121	Medicare	160
12045143	52132991	Long Term Disability	87
12045143	52132993	Short Term Disability	122
		Total 72130--Other Student Support	28,527
12045143	59005901	Indirect Costs	3,185
		Total 99100	3,185
		Total School	96,988

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2021 BUDGET 7/16/2020
<u>Orchard Knob Middle</u>			
12046162	52131899	Behavior Management Specialist (3)	101,264
12046162	52132011	Social Security	6,770
12046162	52132041	Retirement	16,052
12046162	52132061	Life Insurance	195
12046162	52132071	Medical Insurance	28,500
12046162	52132081	Dental Insurance	1,035
12046162	52132101	Unemployment Comp.	540
12046162	52132121	Medicare	1,583
12046162	52132991	Long Term Disability	218
12046162	52132993	Short Term Disability	306
Total 72130--Other Student Support			156,463
12046162	59005901	Indirect Costs 2.9%	4,537
Total 99100			4,537
Total School			161,000
<u>Woodmore Elementary</u>			
12047501	52213081	Consultant	6,650
12047501	52215241	Staff Development	41,941
Total 72210--Instructional Support			48,591
12047501	59005901	Indirect Costs 2.9%	1,409
Total 99100			1,409
Total School			50,000
TOTAL GRANT			307,988

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
COMMUNITY DONATIONS - SCHOOLS
BUDGET FISCAL YEAR 2020-2021**

SOURCE OF FUNDS SUMMARY

ORGANIZATION KEY	OBJECT CODE	DESCRIPTION	FY2021 BUDGET 7/16/2020
34270000	41434570	Contributions & Gifts	100,000
		Total Source of Funds	100,000

USE OF FUNDS SUMMARY

ORGANIZATION KEY	OBJECT CODE	DESCRIPTION	FY2021 BUDGET 7/16/2020
34270000	52213995	Hardware/Software Licences	100,000
		Total 72210 - Instructional Support	100,000
		TOTAL BUDGET	100,000

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
SUPPLEMENTAL SALARIES
BUDGET FISCAL YEAR 2020-2021**

SOURCE OF FUNDS SUMMARY

ORGANIZATION KEY	OBJECT CODE	DESCRIPTION	FY2021 BUDGET 7/16/2020
34930000	41434570	Contributions & Gifts - Erlanger	13,797
34930000	41434570	Contributions & Gifts - Mountain Ed Fund	33,000
			<u>46,797</u>

USE OF FUNDS SUMMARY

71100 Regular Instruction 46,797

ORGANIZATION KEY	OBJECT CODE	DESCRIPTION	FY2021 BUDGET 7/16/2020

Howard School - FRI Teacher

34935143	51101161	Teacher (part-time position)	12,816
34935143	51102011	Social Security	795
34935143	51102121	Employer Medicare	186
		Total 71100 - Regular Instruction	<u>13,797</u>

Signal Mountain Middle/High - Math and Reading Interventionist

34935183	51101166	Interventionist (2 part-time positions)	30,655
34935183	51102011	Social Security	1,901
34935183	51102121	Employer Medicare	444
		Total 71100 - Regular Instruction	<u>33,000</u>

Total Budget 46,797

D. Chief Equity Officer - Dr. Marsha Drake

1. Bullying Report-4th Quarter - Karen Glenn

**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: July 16, 2020

RE: Year-End Bullying Prevention Compliance Report

Attached is Hamilton County Schools' Year-End 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

5/22/2020

	2015-2016 Year-End Total	2016-2017 Year-End Total	2017-2018 Year-End Total	2018-2019 Year-End Total	2019-2020 Year-End Total
# of Reported Confirmed Cases	322	217	203	164	152
School Corrective Plan Provided	322	217	203	164	152
# Based on Race, Color or National Origin	10	23	8	10	15
# Based on Sex or Gender	39	29	17	14	27
# Based on Disability	7	6	15	13	2
# Using Electronic Technology	49	56	42	45	37
# Still Pending	0	0	0	0	0
# Involving Suspensions (less than 10 days)	146	88	81	56	53
# Involving Suspension (more than 10 days)	5	23	14	13	14
# Involving Discipline Other Than Suspension	195	155	117	98	93

Staff / Student Training

Staff training:

HR Canvas Course reflects 3,207 staff trained in Bullying Prevention; 3,151 trained in Title IX Compliance

450 staff trained during inservice

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

Student training:

2,294 engaged in empathy-based Move2Stand

20 high school teams (232 students) attended Superintendent's Youth Summit;

School specific plans implemented in 18 schools

2,198 fifth grade students signed "Kindness Matters" pledge; 245 recognized for "kind" deeds.

52 middle students trained as peer mediators

Life Skills Training--evidenced-based violence and drug prevention pilot

Middle Schools: (3-year initiative began August 2019)

East Hamilton, East Lake Academy, East Ridge Middle, Loftis, Orchard Knob Middle, Sale Creek

High Schools: (2-year initiative begins August 2020)

Brainerd, CCA, Sequoyah, Tyner Academy

VII. Administrative Business Matters

A. Chief Talent Officer - Keith Fogleman

1. **Teachers Eligible for Reinstatement of Tenure

Hamilton County Department of Education

3074 Hickory Valley Road
Chattanooga, Tennessee 37421
Phone 423-498-7048 Fax 423- 498-6687

MEMORANDUM

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

FROM: Keith Fogleman, Chief Talent Officer, Human Resources

DATE: June 23, 2020

RE: Teachers Eligible for Reinstatement of Tenure

In accordance with Tennessee Code Annotated 49-5-504, the following educators are recommended for reinstatement of tenure status for the 2020-21 school year. Tenure will re-attach upon re-employment.

Bandy, Stacey
Harden, LaTasha
Heisig, Angela
Johnson, Felicia
Jones, Matthew
Lee, Geoffrey
McCall, Lisa
Wheeler, Annette
Window, Pasco

Your consideration of this request is appreciated. Please do not hesitate to contact me should you have any questions.

B. Chief Business Officer - Brent Goldberg

1. **Lenovo Financial Services Lease Agreement - Teacher Laptops



Memorandum

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

From: Brent Goldberg, CPA
Chief Business Officer

Date: July 16, 2020

Re: Lenovo Financial Services Lease Agreement - Teacher Laptops

Board approval is recommended to execute a lease agreement with Lenovo Financial Services to lease 3,515 laptop computers for all teachers district-wide. The technology lease program will utilize budgeted operating funds to standardize device replacement with a refresh plan to replace devices once every four years. Devices will be delivered by CDW-G utilizing the specifications provided by Hamilton County Schools.

Cooperative Purchasing Agreement:	Sourcewell Contract #081419
Funding Source:	General Purpose Operating Budget
Lease Term:	48 Months, commencing upon delivery of devices per schedule
Device Delivery Schedule:	1,000 devices - September 2020
	1,000 devices - October 2020
	1,000 devices - November 2020
	515 devices - December 2020

The total lease payment is \$733,493 per year, or \$2,933,972 over the life of the lease (48 months). The total cost of the devices as evidenced by the attached CDW-G quote is \$2,987,750. Total lease payments are \$53,778 less than the cost of the devices, which reflects the residual value of the devices being replaced at the end of the four year cycle.

Attachments:

Master Lease and Addendum
Lease Schedule 1669241 - 1,000 devices
Lease Schedule 1702469 - 1,000 devices
Lease Schedule 1702473 - 1,000 devices
Lease Schedule 1702475 - 515 devices
CDW-G Quote

QUOTE CONFIRMATION



DEAR DAVID MCNISH,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LKPP622	5/8/2020	TEACHER MACHINE 4YR AMD	1002674	\$2,987,750.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
LVO L15 R3-4450U W10P MC00049450 Mfg. Part#: 20U8S03600-MC00049450 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	3515	6072954	\$758.00	\$2,664,370.00
Lenovo Depot/ Customer Carry-In Upgrade - extended service agreement - 4 yea Mfg. Part#: 5WS0A23259 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	3515	2983804	\$62.00	\$217,930.00
NEW ITEM Mfg. Part#: NEW-ITEM Contract: MARKET	3515	NEW-ITEM	\$30.00	\$105,450.00

PURCHASER BILLING INFO	SUBTOTAL	\$2,987,750.00
Billing Address: HAMILTON COUNTY DEPT OF EDUCATION ACCTS PAYABLE 3074 HICKORY VALLEY RD CHATTANOOGA, TN 37421-1273 Phone: (423) 209-8400 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$2,987,750.00
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: HAMILTON COUNTY DEPT OF EDUCATION DAVID MCNISH 3074 HICKORY VALLEY RD CHATTANOOGA, TN 37421-1273 Phone: (423) 209-8400 Shipping Method: DROP SHIP-GROUND		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Clint Munoz

(866) 219-4088

clinmun@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Master Lease Number: 1358899

Master State & Local Government Lease Agreement

This Master State & Local Government Lease Agreement #1358899 (the "Master Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you**, **your** and **lessee** mean you, our customer. The words **we**, **us**, **our** and the **lessor**, mean Lenovo Financial Services

1. **LEASE; DELIVERY AND ACCEPTANCE.** You agree to lease the equipment ("Equipment"), and finance any software and/or services described in any schedule (collectively the "Products") that incorporates this Master Lease by reference. A schedule to this Master Lease ("Schedule") shall incorporate this Master Lease by reference by listing the Master Lease Number set forth above on the Schedule. Each Schedule that incorporates this Master Lease shall be governed by the terms and conditions of this Master Lease, as well as the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute an agreement separate and distinct from this Master Lease and any other Schedule. In the event of a conflict between the provisions of this Master Lease and a Schedule, the provisions of the Schedule shall govern but only with respect to that Schedule. The termination of this Master Lease will not affect any Schedules executed before the effective date of such termination. If you have entered into any purchase agreement or purchase order ("Purchase Contract") with any Vendor (as set forth on the applicable Schedule), you assign to us your rights under such Purchase Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Purchase Contract, you authorize us to enter into a Purchase Contract on your behalf. You will arrange for the delivery of the Products to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. Each Schedule, upon the delivery to us of a signed Delivery and Acceptance Certificate, will be deemed irrevocably accepted by you and will continue for the number of months specified in the Schedule, unless earlier terminated in accordance with Section 16 of this Master Lease. The first Lease Payment (as specified in the applicable Schedule) is due on or after the date the Equipment is delivered to you. The remaining Lease Payments (as specified in the applicable Schedule) will be due on the day of each subsequent month (or such other time period specified in each Schedule) designated by us. You will make all payments required under such Schedule to us at such address as we may specify in writing. If any Lease Payment or other amount payable under any Schedule is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment, or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law.)

2. **NO WARRANTIES.** We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT VENDOR BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of each Schedule any warranties made by the manufacturer or Supplier with respect to the Equipment leased pursuant to such Schedule.

3. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You may move the Products within the continental United States provided you give us written notification of the move within 30 days of the move, and you agree that you will be liable for any increase in any personal property taxes as a result of that relocation. For laptop computers, PDAs, and other mobile devices, the location listed on the Schedule is its base location ("Base Location") but these mobile devices may be temporarily located at other locations and you will notify us and be responsible for any tax increases should the Base Location change. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws, and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time after advance notice to you. Unless you purchase the Equipment in accordance with the terms of the applicable Schedule, at the end of or upon termination of each Schedule you will immediately return the Equipment subject to each expired or terminated Schedule to us, in good condition and repair, subject to ordinary wear and tear, to any place in the United States that we tell you. You will pay all remaining unpaid lease payments, late charges, insurance charges, and our estimated property taxes on the Products (based upon the prior year's actual property tax), shipping and other expenses, and you will insure the Products for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Products through the end of the initial or any renewal lease term of any Schedule.

You may, at the time of providing your end of lease notice to us, elect to substitute and return a similar piece of equipment at end of a Schedule in the event the specific piece of Equipment that has reached end of lease is not immediately available for return. In order to elect a like for like return, you must identify the Equipment being retained by serial number and the Equipment being returned shall be the same model, configured similarly, as the Equipment being retained. If the substituted Equipment was also leased by us, the Equipment retained past its original end of lease date must then be returned to us at or before the end of lease date for the substituted Equipment that was previously returned. If the substituted Equipment is not under a lease with us, then you shall at the time of return, provide us with a bill of sale for the substituted Equipment providing us with free and clear title to the substituted Equipment.

4. **DATA SECURITY:** Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Products are shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Products, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

5. **TAXES AND FEES.** You are responsible for all sales and use (unless you provide us with an acceptable Sales/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Products, now or hereafter imposed, or assessed by any state, federal, or local government or agency. You agree to pay when due, or reimburse us for, all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each lease payment or annually as invoiced by us. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your own expense, (b) the contest will not result in any sort of lien being placed on the Products or otherwise jeopardize our rights in any of the Products, (c) you pay us for any taxes we remitted to the taxing authorities even though you be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

6. **LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively, "Loss") from any cause at all, whether or not insured, until delivered to us at the end of the applicable Schedule. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 10(b) of this Master Lease.

7. **INSURANCE.** You will provide and maintain at your expenses property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee; and (2) public liability and third party property insurance naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self-insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (1) and (2) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this lease and at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance notice of any cancellation or material change of such insurance.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What that means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

LESSOR: Lenovo Financial Services

10201 Centurion Parkway N. #100
Jacksonville, FL 32256

X _____
Authorized Signature Date Signed

Printed Name

Print Title

LESSEE: Hamilton County Department of Education

Lessee Legal Name

Lessee "Doing Business As" Name

3074 Hickory Valley Rd

Street Address

Chattanooga, TN 37421

City, State, Zip

X _____
Authorized Signature Date Signed

X _____
Print Signer's Name and Title

X _____
Federal Tax ID

8. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default has occurred and is continuing under this Master Lease or the relevant Schedule, you will have the option (other than \$1 purchase option leases) at the end of the initial or any renewal term of a Schedule to: (a) purchase all or a portion of the Products covered by such Schedule at the Purchase Option price shown on such Schedule, plus any applicable taxes; (b) return all of the Products or any portion of the Products not purchased or renewed by such Schedule by the Schedule termination date; or (c) elect a fixed term renewal of all or a portion of the Products at the fair market rental value of the Products. We will use our reasonable judgment to determine the Product's fair market rental value as configured, in place and installed ("Fair Market Rental Value"). You agree that the Fair Market Rental Value is the amount that may reasonably be expected for the installed Products in an exchange between a willing lessor and a willing Lessee, including costs to make the Products fully operational. If you do not agree with the determination of the fair market rental value, the fair market rental value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to the Parties.

To exercise any of these options you must provide written notice to us at least 90 days but not more than 180 days before the end of the initial term of a Schedule that you will either return, purchase or renew the Schedule as set forth above. If you elect a partial return, purchase, or renewal of Products, you will identify the impacted Products by serial number in your end of lease notice. If you fail to provide this notice or if, having given such notice, you do not purchase, deliver the Products in accordance with the terms and conditions of this Lease and the applicable Schedule, or renew, the Schedule will automatically renew for successive month to month renewals until an end of the Schedule notice has been provided and acted upon. If you elect to exercise a return, purchase or renewal of some but not all Products, your notice must identify which Products are going to be returned, purchased or renewed. During any renewal term this notice period is reduced to 30 days prior to the end of the renewal term. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

If the Fair Market Value Purchase Option has been selected under any Schedule, we will use our reasonable judgment to determine the Product's fair market value as configured, in place and installed ("Fair Market Value"). You agree that the Fair Market Value is the amount that may reasonably be expected for the installed Products in an exchange between a willing buyer and a willing seller, including costs to make the Products fully operational. If you do not agree with our determination of the Product's Fair Market Value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to both parties. Upon payment of the Purchase Option price, we will transfer our interest in the Products to you "AS-IS, WHERE IS" without any representation or warranty whatsoever and the applicable Schedule will terminate. To secure payment of all amounts due to us, to the extent permitted by law, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will keep the Equipment free of all liens and encumbrances. You authorize us to file financing statement(s) to protect our interest in the Equipment.

9. **DEFAULT.** Each of the following is a "Default" under this Master Lease and any Schedule: (a) you fail to pay any Lease Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under this Master Lease or any Schedule or in any other agreement with us or with any of our affiliates and this failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you under this Master Lease or in any instrument you have provided us proves to be incorrect in any material respect.

10. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Master Lease and/or any or all Schedules and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) subject to Section 16, we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus, the present value of our anticipated residual value in the Products each discounted at 4% per year, plus (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Master Lease or any Schedules, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Master Lease or any Schedules. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice.

11. **FINANCE LEASE STATUS.** You agree that if Article 2A-Leases of the Uniform Commercial Code applies to a Schedule, such Schedules will be considered a "finance lease" as that term is defined in Article 2A. By signing each Schedule, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

12. **ASSIGNMENT.** YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS MASTER LEASE OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD WITH US ACTING IN A COMMERCIALLY REASONABLE MANNER. We may, without notifying you, sell, assign, or transfer this Master Lease or any Schedule and our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Master Lease and any Schedule but not our obligations, which obligations we will remain responsible for. The rights of the new owner will not be subject to any claims, defenses or set-off that you may have against us or the supplier.

13. **INDEMNIFICATION.** To the extent not prohibited by applicable law, You are responsible for and agree to indemnify and hold us harmless from any (a) losses, damages, penalties claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the manufacture, installation, ownership, use, lease, possession or delivery of the Products or any defects in the Products and (b) all reasonable costs and attorneys' fees incurred by us relating to any Claim. You agree to reimburse us for and if we request, to defend us against, any Claims, except Claims caused by our willful misconduct. You agree that your obligations under this section and the Taxes and Fees section of this Master Lease shall survive the termination of this Master Lease for Claims arising during the term of this Master Lease or any Schedule.

14. **MISCELLANEOUS.** You agree that the terms and conditions contained in this Master Lease and any Schedule make up the entire agreement between you and us regarding the lease of the Equipment. This Master Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Master Lease or any Schedule must be in writing and signed by us, either manually or by electronic transmission. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Master Lease. If we delay or fail to enforce any of our rights under this Master Lease or any Schedule, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Master Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Master Lease or any Schedule. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Master Lease or any Schedule, we have the right, but not the obligation to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay.

IF A SIGNED COPY OF THIS MASTER LEASE OR A SCHEDULE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS MASTER

LEASE OR A SCHEDULE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE APPLICABLE SCHEDULE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED MASTER LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS MASTER LEASE, WE MAY PRODUCE A COPY OF THE MASTER LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS MASTER LEASE. TO THE EXTENT (IF ANY) THAT ANY SCHEDULE TO THIS MASTER LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THE SCHEDULE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS MASTER LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS MASTER LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Master Lease, each of you agrees that your liability is joint and several.

15. **FUNDING INTENT.** You reasonably believe that funds can be obtained to make all Lease Payments during the Term of any Schedule and hereby covenant that your chief executive or administrative officer or the administrative office of yours charged with preparing the budget submitted to your governing body, as applicable, will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body elects not to appropriate funds for such payments, it shall evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget it adopts. You and we agree that your obligation to make Lease Payments under any Schedule will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. It is your intent to make Lease Payments for the full Term of any Schedule if funds are legally available therefore you represent, warrant and covenant to us that the use of the Equipment is essential to its proper, efficient and economic operation. You will provide us with an essential use covenant to us that, among other things, you shall use the Equipment only for its governmental purposes.

16. **NONAPPROPRIATION OF FUNDS.** In the event sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available in any fiscal period for Lease Payments (or any other amount due hereunder) under a Schedule, and provided that you have exhausted all funds legally available for payment of the Lease Payments, then you shall immediately notify us of such occurrence and provide us with evidence of such non-appropriation acceptable to us (e.g., written certification by your legal counsel) and the Schedule shall terminate on the last day of the fiscal period for which funds for Lease Payments are available without penalty or expense to you of any kind whatsoever, except as to the portions of Lease Payments and those expenses associated with your surrender of the Equipment pursuant to Section 3 for which funds shall have been appropriated and budgeted or are otherwise available. Upon such termination, title to the Equipment shall vest with us. This Section 16 will not be construed so as to permit you to terminate any Schedule in order to acquire any other equipment or services or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

17. **AUTHORITY AND AUTHORIZATION.** You represent, warrant and covenant to us that: (a) You are a State or political subdivision thereof, as those terms are used in §103 of the Code; (b) You have the power and authority to enter into this Master Lease and Schedules; (c) this Master Lease and any Schedule have been duly authorized, executed and delivered by you and constitutes a valid, legal and binding agreement enforceable against you in accordance with its terms; (d) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Master Lease or Schedules; (e) the entering into and performance of this Master Lease and Schedules will not violate any judgment, order, law or regulation applicable to you or result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment or your assets; (f) there are no actions, suits or proceedings pending or threatened against or affecting you in any court or before any governmental commission, board or authority, that, if adversely determined, would have a material adverse effect on your ability to perform your obligations under this Master Lease or any Schedule; (g) the Equipment is tangible personal property and shall not become a fixture or real property under your use thereof; (h) you have complied with all bidding requirements and, where necessary, by due notification have presented the Master Lease, the Schedule and any ancillary documents for approval and adoption as a valid obligation on your part; (i) you will do or cause to be done all things necessary to preserve and keep the Master Lease and Schedules in full force and effect; and (j) it has sufficient appropriations or other funds available to pay all amounts due under the Schedules for the then current fiscal period. You shall be deemed to have reaffirmed the representations and warranties set forth in this Section 17 each time you execute a Schedule to this Master Lease. Contemporaneously with your execution of a Schedule to this Master Lease, you will complete, execute and provide us with an incumbency certificate (in form satisfactory to us) and an opinion of counsel (in form satisfactory to us) as to the matters set forth in clauses (a) through (h) of this Section 17.

18. **GOVERNMENT USE.** YOU REPRESENT, WARRANT AND COVENANT AS FOLLOWS: (A) YOU SHALL COMPLY WITH THE INFORMATION REPORTING REQUIREMENTS OF §149(e) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (CODE), INCLUDING BUT NOT LIMITED TO, THE EXECUTION (AND DELIVERY TO US) OF INFORMATION STATEMENTS REQUESTED BY US; (B) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS MASTER LEASE, OR ANY SCHEDULE HEREUNDER, TO BE AN ARBITRAGE BOND WITHIN THE MEANING OF §148 OF THE CODE; (C) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS MASTER LEASE, OR ANY SCHEDULE HEREUNDER, TO BE A PRIVATE ACTIVITY BOND WITHIN THE MEANING OF §141 OF THE CODE; (D) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THE INTEREST PORTION OF THE LEASE PAYMENTS TO BE OR BECOME SUBJECT TO FEDERAL INCOME TAXATION UNDER THE CODE, EXCEPT AS SUCH INTEREST PORTION MAY BE TAKEN INTO ACCOUNT AS AN ADJUSTMENT IN DETERMINING THE ALTERNATIVE MINIMUM TAX AND ENVIRONMENTAL TAX IMPOSED ON CORPORATIONS; AND (E) YOU SHALL BE THE ONLY ENTITY TO OWN, USE OR OPERATE THE EQUIPMENT DURING THE TERM. YOU SHALL BE DEEMED TO HAVE REAFFIRMED THE REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN THIS SECTION 18 EACH TIME IT EXECUTES ANY SCHEDULE. IF YOU BREACH ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS MASTER LEASE AND, AS A RESULT OF SUCH BREACH, THE INTEREST PORTION OF ANY LEASE PAYMENT BECOMES INCLUDEABLE IN GROSS INCOME OF ANY OWNER THEREOF FOR FEDERAL INCOME TAX PURPOSES, YOU SHALL PAY US PROMPTLY AFTER SUCH DETERMINATION OF TAXABILITY AND ON EACH LEASE PAYMENT DUE DATE THEREAFTER, AN ADDITIONAL AMOUNT DETERMINED BY US TO COMPENSATE US FOR THE LOSS OF SUCH EXCLUDABILITY (INCLUDING, BUT NOT LIMITED TO, COMPENSATION RELATING TO INTEREST EXPENSE, PENALTIES OR ADDITIONS TO TAX), WHICH DETERMINATION SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR.

19. **CHOICE OF LAW.** This Master Lease shall be governed by the internal laws (as opposed to conflicts of law provisions) of the State where the Equipment is located. If any provision of this Master Lease or any Equipment or Payment Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Lease or any Equipment or Payment Schedule. This Master Lease inures to the benefit of and is binding upon the permitted successors or assigns of yours and ours.

ADDENDUM TO MASTER STATE AND LOCAL GOVERNMENT LEASE AGREEMENT

This Addendum forms and is made a part of that certain Master State and Local Lease Agreement #1358899 ("Agreement") between Lenovo Financial Services and Hamilton County Department of Education, ("Lessee"). Capitalized terms used herein but not defined herein will have the same meaning given to them in the Agreement.

Lessor and Lessee agree to amend the Agreement as follows:

1. Paragraph 11, Finance Lease Status, is deleted and replaced with:

"You agree that Article 2A-Leases of the Uniform Commercial Code applies to a Schedule. By signing each Schedule, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

2. Paragraph 13, Indemnification, is deleted.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Master Lease Agreement on the dates below.

Lenovo Financial Services

Hamilton County Department of Education

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule to Master State & Local Government Lease Agreement

This Schedule No. 1669241 (the "Schedule") to Master State & Local Government Lease Agreement No. 1358899 (the "Master Agreement") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you**, **your** and **lessee** mean you, our customer. The words **we**, **us**, **our** and the **lessor**, mean Lenovo Financial Services.

Product/Equipment Description

Quantity	Description
<u>1,000</u>	<u>LVO L15 R3-4450U W10P MC00049450</u>
<u>1,000</u>	<u>Lenovo Depot/Customer Carry-In Upgrade</u>
<u>1,000</u>	<u>Imaging / Tagging / Delivery</u>

For additional equipment and accessories, attach addendum.

Product/Equipment Address

<u>3074 Hickory Valley Rd, Chattanooga, TN 37421</u>
<u>3074 Hickory Valley Rd, Chattanooga, TN 37421</u>
<u>3074 Hickory Valley Rd, Chattanooga, TN 37421</u>

Purchase Option

If no box is checked or if both boxes are checked, the Fair Market Value purchase option will apply:

- ☒ Fair Market Value
☐ \$1.00 Purchase Option ☐ Other ____

Term and Lease

Lease Payment \$208,675.00 (plus taxes, if applicable)

Term (Months) 48

Payment Frequency Annual

Variable Payment Schedule if applicable:

(Attach "Payment Schedule Addendum" if necessary)

____ payments @ ____; followed by ____ payments @ ____ followed by ____ payments @ ____; followed by ____ payments @ ____

Payments are due in Advance

Documentation Fee: \$0.00 (due with first invoice)

Additional Provisions:

N/A

PLEASE NOTE: The underlying 48 month ICE Swap Rate is 0.39300%. If the 48 month ICE Swap Rate, (published by ICE Benchmark Administration at <https://www.theice.com/marketdata/reports/180>) between the date of the proposal and the Commencement Date increases by more than 25bps, Lessor may, in its sole discretion, adjust the all-in rate upward in an amount equal to the difference in the two swap yields, and the Payment Factor will be adjusted accordingly. Further, Lenovo reserves the right to re-price this transaction in the event of a major dislocation in the financial markets or after 90 days past the quote date at its sole discretion.

Certain state and local government lessees must sign an additional addendum document.

LESSOR: Lenovo Financial Services
 10201 Centurion Parkway N. #100
 Jacksonville, FL 32256

 Authorized Signature Date Signed

 Printed Name

 Print Title

Lessee

Hamilton County Department of Education

Lessee Legal Name

Lessee "Doing Business As" Name

3074 Hickory Valley Rd

Billing Street Address

Chattanooga, TN 37421

Billing City, State, Zip

Billing Contact Name & Phone No.

Lessee Phone Number (if different from above)

TERMS AND CONDITIONS

BY SIGNING THIS SCHEDULE:

(i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THIS SCHEDULE AND THE MASTER AGREEMENT; (ii) YOU AGREE THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE, (iii) YOU AGREE THAT THIS SCHEDULE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED IN THE MASTER AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS SCHEDULE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS SCHEDULE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; AND (vii) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS SCHEDULE.

LESSEE SIGNATURE

Hamilton County Department of Education

Lessee Legal Name

X _____ **X** _____
 Authorized Signature Date Signed

X _____
 Print Signer's Name

 Print Signer's Title

 Federal Tax ID Number

Master Lease Number: 1358899

Master State & Local Government Lease Agreement

This Master State & Local Government Lease Agreement #1358899 (the "Master Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you**, **your** and **lessee** mean you, our customer. The words **we**, **us**, **our** and the **lessor**, mean Lenovo Financial Services

1. **LEASE; DELIVERY AND ACCEPTANCE.** You agree to lease the equipment ("Equipment"), and finance any software and/or services described in any schedule (collectively the "Products") that incorporates this Master Lease by reference. A schedule to this Master Lease ("Schedule") shall incorporate this Master Lease by reference by listing the Master Lease Number set forth above on the Schedule. Each Schedule that incorporates this Master Lease shall be governed by the terms and conditions of this Master Lease, as well as the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute an agreement separate and distinct from this Master Lease and any other Schedule. In the event of a conflict between the provisions of this Master Lease and a Schedule, the provisions of the Schedule shall govern but only with respect to that Schedule. The termination of this Master Lease will not affect any Schedules executed before the effective date of such termination. If you have entered into any purchase agreement or purchase order ("Purchase Contract") with any Vendor (as set forth on the applicable Schedule), you assign to us your rights under such Purchase Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Purchase Contract, you authorize us to enter into a Purchase Contract on your behalf. You will arrange for the delivery of the Products to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. Each Schedule, upon the delivery to us of a signed Delivery and Acceptance Certificate, will be deemed irrevocably accepted by you and will continue for the number of months specified in the Schedule, unless earlier terminated in accordance with Section 16 of this Master Lease. The first Lease Payment (as specified in the applicable Schedule) is due on or after the date the Equipment is delivered to you. The remaining Lease Payments (as specified in the applicable Schedule) will be due on the day of each subsequent month (or such other time period specified in each Schedule) designated by us. You will make all payments required under such Schedule to us at such address as we may specify in writing. If any Lease Payment or other amount payable under any Schedule is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment, or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law.)

2. **NO WARRANTIES.** We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT VENDOR BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of each Schedule any warranties made by the manufacturer or Supplier with respect to the Equipment leased pursuant to such Schedule.

3. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You may move the Products within the continental United States provided you give us written notification of the move within 30 days of the move, and you agree that you will be liable for any increase in any personal property taxes as a result of that relocation. For laptop computers, PDAs, and other mobile devices, the location listed on the Schedule is its base location ("Base Location") but these mobile devices may be temporarily located at other locations and you will notify us and be responsible for any tax increases should the Base Location change. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws, and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time after advance notice to you. Unless you purchase the Equipment in accordance with the terms of the applicable Schedule, at the end of or upon termination of each Schedule you will immediately return the Equipment subject to each expired or terminated Schedule to us, in good condition and repair, subject to ordinary wear and tear, to any place in the United States that we tell you. You will pay all remaining unpaid lease payments, late charges, insurance charges, and our estimated property taxes on the Products (based upon the prior year's actual property tax), shipping and other expenses, and you will insure the Products for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Products through the end of the initial or any renewal lease term of any Schedule.

You may, at the time of providing your end of lease notice to us, elect to substitute and return a similar piece of equipment at end of a Schedule in the event the specific piece of Equipment that has reached end of lease is not immediately available for return. In order to elect a like for like return, you must identify the Equipment being retained by serial number and the Equipment being returned shall be the same model, configured similarly, as the Equipment being retained. If the substituted Equipment was also leased by us, the Equipment retained past its original end of lease date must then be returned to us at or before the end of lease date for the substituted Equipment that was previously returned. If the substituted Equipment is not under a lease with us, then you shall at the time of return, provide us with a bill of sale for the substituted Equipment providing us with free and clear title to the substituted Equipment.

4. **DATA SECURITY:** Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Products are shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Products, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

5. **TAXES AND FEES.** You are responsible for all sales and use (unless you provide us with an acceptable Sales/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Products, now or hereafter imposed, or assessed by any state, federal, or local government or agency. You agree to pay when due, or reimburse us for, all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each lease payment or annually as invoiced by us. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your own expense, (b) the contest will not result in any sort of lien being placed on the Products or otherwise jeopardize our rights in any of the Products, (c) you pay us for any taxes we remitted to the taxing authorities even though you be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

6. **LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively, "Loss") from any cause at all, whether or not insured, until delivered to us at the end of the applicable Schedule. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 10(b) of this Master Lease.

7. **INSURANCE.** You will provide and maintain at your expenses property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee; and (2) public liability and third party property insurance naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self-insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (1) and (2) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this lease and at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance notice of any cancellation or material change of such insurance.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What that means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

LESSOR: Lenovo Financial Services

10201 Centurion Parkway N. #100
Jacksonville, FL 32256

X _____
Authorized Signature Date Signed

Printed Name

Print Title

LESSEE: Hamilton County Department of Education

Lessee Legal Name

Lessee "Doing Business As" Name

3074 Hickory Valley Rd

Street Address

Chattanooga, TN 37421

City, State, Zip

X _____
Authorized Signature Date Signed

X _____
Print Signer's Name and Title

X _____
Federal Tax ID

8. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default has occurred and is continuing under this Master Lease or the relevant Schedule, you will have the option (other than \$1 purchase option leases) at the end of the initial or any renewal term of a Schedule to: (a) purchase all or a portion of the Products covered by such Schedule at the Purchase Option price shown on such Schedule, plus any applicable taxes; (b) return all of the Products or any portion of the Products not purchased or renewed by such Schedule by the Schedule termination date; or (c) elect a fixed term renewal of all or a portion of the Products at the fair market rental value of the Products. We will use our reasonable judgment to determine the Product's fair market rental value as configured, in place and installed ("Fair Market Rental Value"). You agree that the Fair Market Rental Value is the amount that may reasonably be expected for the installed Products in an exchange between a willing lessor and a willing Lessee, including costs to make the Products fully operational. If you do not agree with the determination of the fair market rental value, the fair market rental value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to the Parties.

To exercise any of these options you must provide written notice to us at least 90 days but not more than 180 days before the end of the initial term of a Schedule that you will either return, purchase or renew the Schedule as set forth above. If you elect a partial return, purchase, or renewal of Products, you will identify the impacted Products by serial number in your end of lease notice. If you fail to provide this notice or if, having given such notice, you do not purchase, deliver the Products in accordance with the terms and conditions of this Lease and the applicable Schedule, or renew, the Schedule will automatically renew for successive month to month renewals until an end of the Schedule notice has been provided and acted upon. If you elect to exercise a return, purchase or renewal of some but not all Products, your notice must identify which Products are going to be returned, purchased or renewed. During any renewal term this notice period is reduced to 30 days prior to the end of the renewal term. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

If the Fair Market Value Purchase Option has been selected under any Schedule, we will use our reasonable judgment to determine the Product's fair market value as configured, in place and installed ("Fair Market Value"). You agree that the Fair Market Value is the amount that may reasonably be expected for the installed Products in an exchange between a willing buyer and a willing seller, including costs to make the Products fully operational. If you do not agree with our determination of the Product's Fair Market Value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to both parties. Upon payment of the Purchase Option price, we will transfer our interest in the Products to you "AS-IS, WHERE IS" without any representation or warranty whatsoever and the applicable Schedule will terminate. To secure payment of all amounts due to us, to the extent permitted by law, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will keep the Equipment free of all liens and encumbrances. You authorize us to file financing statement(s) to protect our interest in the Equipment.

9. **DEFAULT.** Each of the following is a "Default" under this Master Lease and any Schedule: (a) you fail to pay any Lease Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under this Master Lease or any Schedule or in any other agreement with us or with any of our affiliates and this failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you under this Master Lease or in any instrument you have provided us proves to be incorrect in any material respect.

10. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Master Lease and/or any or all Schedules and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) subject to Section 16, we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus, the present value of our anticipated residual value in the Products each discounted at 4% per year, plus (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Master Lease or any Schedules, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Master Lease or any Schedules. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice.

11. **FINANCE LEASE STATUS.** You agree that if Article 2A-Leases of the Uniform Commercial Code applies to a Schedule, such Schedules will be considered a "finance lease" as that term is defined in Article 2A. By signing each Schedule, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

12. **ASSIGNMENT.** YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS MASTER LEASE OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD WITH US ACTING IN A COMMERCIALLY REASONABLE MANNER. We may, without notifying you, sell, assign, or transfer this Master Lease or any Schedule and our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Master Lease and any Schedule but not our obligations, which obligations we will remain responsible for. The rights of the new owner will not be subject to any claims, defenses or set-off that you may have against us or the supplier.

13. **INDEMNIFICATION.** To the extent not prohibited by applicable law, You are responsible for and agree to indemnify and hold us harmless from any (a) losses, damages, penalties claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the manufacture, installation, ownership, use, lease, possession or delivery of the Products or any defects in the Products and (b) all reasonable costs and attorneys' fees incurred by us relating to any Claim. You agree to reimburse us for and if we request, to defend us against, any Claims, except Claims caused by our willful misconduct. You agree that your obligations under this section and the Taxes and Fees section of this Master Lease shall survive the termination of this Master Lease for Claims arising during the term of this Master Lease or any Schedule.

14. **MISCELLANEOUS.** You agree that the terms and conditions contained in this Master Lease and any Schedule make up the entire agreement between you and us regarding the lease of the Equipment. This Master Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Master Lease or any Schedule must be in writing and signed by us, either manually or by electronic transmission. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Master Lease. If we delay or fail to enforce any of our rights under this Master Lease or any Schedule, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Master Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Master Lease or any Schedule. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Master Lease or any Schedule, we have the right, but not the obligation to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay.

IF A SIGNED COPY OF THIS MASTER LEASE OR A SCHEDULE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS MASTER

LEASE OR A SCHEDULE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE APPLICABLE SCHEDULE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED MASTER LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS MASTER LEASE, WE MAY PRODUCE A COPY OF THE MASTER LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS MASTER LEASE. TO THE EXTENT (IF ANY) THAT ANY SCHEDULE TO THIS MASTER LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THE SCHEDULE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS MASTER LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS MASTER LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Master Lease, each of you agrees that your liability is joint and several.

15. **FUNDING INTENT.** You reasonably believe that funds can be obtained to make all Lease Payments during the Term of any Schedule and hereby covenant that your chief executive or administrative officer or the administrative office of yours charged with preparing the budget submitted to your governing body, as applicable, will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body elects not to appropriate funds for such payments, it shall evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget it adopts. You and we agree that your obligation to make Lease Payments under any Schedule will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. It is your intent to make Lease Payments for the full Term of any Schedule if funds are legally available therefore you represent, warrant and covenant to us that the use of the Equipment is essential to its proper, efficient and economic operation. You will provide us with an essential use covenant to us that, among other things, you shall use the Equipment only for its governmental purposes.

16. **NONAPPROPRIATION OF FUNDS.** In the event sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available in any fiscal period for Lease Payments (or any other amount due hereunder) under a Schedule, and provided that you have exhausted all funds legally available for payment of the Lease Payments, then you shall immediately notify us of such occurrence and provide us with evidence of such non-appropriation acceptable to us (e.g., written certification by your legal counsel) and the Schedule shall terminate on the last day of the fiscal period for which funds for Lease Payments are available without penalty or expense to you of any kind whatsoever, except as to the portions of Lease Payments and those expenses associated with your surrender of the Equipment pursuant to Section 3 for which funds shall have been appropriated and budgeted or are otherwise available. Upon such termination, title to the Equipment shall vest with us. This Section 16 will not be construed so as to permit you to terminate any Schedule in order to acquire any other equipment or services or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

17. **AUTHORITY AND AUTHORIZATION.** You represent, warrant and covenant to us that: (a) You are a State or political subdivision thereof, as those terms are used in §103 of the Code; (b) You have the power and authority to enter into this Master Lease and Schedules; (c) this Master Lease and any Schedule have been duly authorized, executed and delivered by you and constitutes a valid, legal and binding agreement enforceable against you in accordance with its terms; (d) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Master Lease or Schedules; (e) the entering into and performance of this Master Lease and Schedules will not violate any judgment, order, law or regulation applicable to you or result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment or your assets; (f) there are no actions, suits or proceedings pending or threatened against or affecting you in any court or before any governmental commission, board or authority, that, if adversely determined, would have a material adverse effect on your ability to perform your obligations under this Master Lease or any Schedule; (g) the Equipment is tangible personal property and shall not become a fixture or real property under your use thereof; (h) you have complied with all bidding requirements and, where necessary, by due notification have presented the Master Lease, the Schedule and any ancillary documents for approval and adoption as a valid obligation on your part; (i) you will do or cause to be done all things necessary to preserve and keep the Master Lease and Schedules in full force and effect; and (j) it has sufficient appropriations or other funds available to pay all amounts due under the Schedules for the then current fiscal period. You shall be deemed to have reaffirmed the representations and warranties set forth in this Section 17 each time you execute a Schedule to this Master Lease. Contemporaneously with your execution of a Schedule to this Master Lease, you will complete, execute and provide us with an incumbency certificate (in form satisfactory to us) and an opinion of counsel (in form satisfactory to us) as to the matters set forth in clauses (a) through (h) of this Section 17.

18. **GOVERNMENT USE.** YOU REPRESENT, WARRANT AND COVENANT AS FOLLOWS: (A) YOU SHALL COMPLY WITH THE INFORMATION REPORTING REQUIREMENTS OF §149(e) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (CODE), INCLUDING BUT NOT LIMITED TO, THE EXECUTION (AND DELIVERY TO US) OF INFORMATION STATEMENTS REQUESTED BY US; (B) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS MASTER LEASE, OR ANY SCHEDULE HEREUNDER, TO BE AN ARBITRAGE BOND WITHIN THE MEANING OF §148 OF THE CODE; (C) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS MASTER LEASE, OR ANY SCHEDULE HEREUNDER, TO BE A PRIVATE ACTIVITY BOND WITHIN THE MEANING OF §141 OF THE CODE; (D) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THE INTEREST PORTION OF THE LEASE PAYMENTS TO BE OR BECOME SUBJECT TO FEDERAL INCOME TAXATION UNDER THE CODE, EXCEPT AS SUCH INTEREST PORTION MAY BE TAKEN INTO ACCOUNT AS AN ADJUSTMENT IN DETERMINING THE ALTERNATIVE MINIMUM TAX AND ENVIRONMENTAL TAX IMPOSED ON CORPORATIONS; AND (E) YOU SHALL BE THE ONLY ENTITY TO OWN, USE OR OPERATE THE EQUIPMENT DURING THE TERM. YOU SHALL BE DEEMED TO HAVE REAFFIRMED THE REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN THIS SECTION 18 EACH TIME IT EXECUTES ANY SCHEDULE. IF YOU BREACH ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS MASTER LEASE AND, AS A RESULT OF SUCH BREACH, THE INTEREST PORTION OF ANY LEASE PAYMENT BECOMES INCLUDEABLE IN GROSS INCOME OF ANY OWNER THEREOF FOR FEDERAL INCOME TAX PURPOSES, YOU SHALL PAY US PROMPTLY AFTER SUCH DETERMINATION OF TAXABILITY AND ON EACH LEASE PAYMENT DUE DATE THEREAFTER, AN ADDITIONAL AMOUNT DETERMINED BY US TO COMPENSATE US FOR THE LOSS OF SUCH EXCLUDABILITY (INCLUDING, BUT NOT LIMITED TO, COMPENSATION RELATING TO INTEREST EXPENSE, PENALTIES OR ADDITIONS TO TAX), WHICH DETERMINATION SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR.

19. **CHOICE OF LAW.** This Master Lease shall be governed by the internal laws (as opposed to conflicts of law provisions) of the State where the Equipment is located. If any provision of this Master Lease or any Equipment or Payment Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Lease or any Equipment or Payment Schedule. This Master Lease inures to the benefit of and is binding upon the permitted successors or assigns of yours and ours.

ADDENDUM TO MASTER STATE AND LOCAL GOVERNMENT LEASE AGREEMENT

This Addendum forms and is made a part of that certain Master State and Local Lease Agreement #1358899 ("Agreement") between Lenovo Financial Services and Hamilton County Department of Education, ("Lessee"). Capitalized terms used herein but not defined herein will have the same meaning given to them in the Agreement.

Lessor and Lessee agree to amend the Agreement as follows:

1. Paragraph 11, Finance Lease Status, is deleted and replaced with:

"You agree that Article 2A-Leases of the Uniform Commercial Code applies to a Schedule. By signing each Schedule, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

2. Paragraph 13, Indemnification, is deleted.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Master Lease Agreement on the dates below.

Lenovo Financial Services

Hamilton County Department of Education

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF APPROPRIATIONS
(State and Local Government Master Lease Agreement)

I, _____ do hereby certify that I am the duly elected or appointed and acting _____ of Hamilton County Department of Education ("Lessee"); that I have custody of the financial records and budget information of such entity; that monies for all lease payments to be made under that certain State and Local Government Lease Agreement #N/A or that certain Master State and Local Government Master Agreement #1358899 and, Schedule Number(s) 1669241, between Lessee and Lenovo Financial Services as lessor ("Agreement"), for the fiscal year ending _____, 20____, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those lease payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this _____ day of _____, 20____.

Signature

Print Name & Title

The undersigned official of Lessee hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

Signature

Print Name & Title

CERTIFICATION OF ESSENTIAL USE

RE: Schedule to Master State & Local Government Lease Agreement #1669241, dated _____, 20____ (each individually, hereinafter the "Agreement") by and between Lenovo Financial Services ("Lessor") and Hamilton County Department of Education ("Lessee")

Ladies and Gentlemen:

This letter confirms and affirms that the Equipment described in the Agreement identified above is/are essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows (please include any specific department that may be its primary user):

Is the Equipment additional or new technology to the department, or does it constitute a continuation of your existing technology? _____

Our source of funds for payments due under the Agreement for the current fiscal year is _____

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: _____

LESSEE: Hamilton County Department of Education

By: _____
(Authorized Signature)

(Name and Title – printed or typed)

Date: _____



INCUMBENCY CERTIFICATE

Master State & Local Government Lease Agreement 1358899 and all Schedules thereto (collectively, the “Agreement”) between Hamilton County Department of Education and Lenovo Financial Services

I, _____, certify that I am the duly elected or appointed and acting Clerk of _____, a political subdivision or agency duly organized and existing under the laws of the State of _____, that I have custody of the records of such entity, and that, as of the date hereof (and for six (6) months prior thereto), the individuals named below are duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that: (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into the Agreement identified above by and between such entity and Lenovo Financial Services.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed and sealed by the undersigned on _____, 20_____

Clerk

INSURANCE INFORMATION REQUEST

Insurance Broker/Agent:

We have entered into an agreement (Master Lease No. **1358899**) with Lenovo Financial Services ("LFS") for the lease/finance of equipment listed below.

Equipment Reference: Any and all equipment and products leased under Schedules to Master Lease #**1358899**

Blanket coverage in excess of **\$2,987,750.00**

Please insure the equipment, and issue a written endorsement naming Lenovo Financial Services ISAOA as Additional Insured and Loss Payee and provide LFS with thirty (30) days' written notice of any material changes in coverage, cancellation or non-renewal. The policy should include the following endorsement:

The insurance under this policy shall be primary insurance and the company insurer shall be liable under this policy for the full amount of the loss up to and including the total limits of liability herein without right of contribution from any other insurance effected by Lenovo Financial Services under any policy with any insurance company covering a loss covered under this policy.

Please provide LFS with proof of insurance in the form of a certificate of insurance. The certificate should include proof of the following:

- Physical Damage (All Risk)
- Theft coverage
- Bodily Injury and Property Damage Liability with limits of no less than \$1,000,000.

Please email or fax the insurance certificate to sales.us@lenovofs.com or fax to (866) 327-0552.

Forward certificates of insurance to: Lenovo Financial Services, ISAOA
10201 Centurion Parkway North #100
Jacksonville, FL 32256

Broker/ Agent Name: _____

Address: _____

Contact Name: _____

Telephone: (____)____ - _____ ext. _____ Fax: (____)____ - _____

Lessee/Insured: **Hamilton County Department of Education**

By: _____

Authorized Signature

Type/Print Name & Title

Date

**PLEASE SEND ONE COPY OF THE COMPLETED FORM TO YOUR BROKER
AND RETURN ONE COPY TO US.**

State & Local Government -- Opinion of Counsel
(To be typed on letterhead of counsel)

<Date>

Lenovo Financial Services
One Deerwood
10201 Centurion Parkway North, Suite #100
Jacksonville, FL 32256

Attention: _____

Re: Schedule #1669241 to Master State & Local Government Lease Agreement No. 1358899 (collectively, the "Lease")

Ladies and Gentlemen:

I am legal counsel for Hamilton County Department of Education (Lessee), and I am familiar with the above-referenced Lease by and between the Lessee and your company.

Based upon my examination of the Lease, the information statement(s) required for purposes of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code") and such other documents, records and papers as I deem to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The Lessee is a State or a political subdivision thereof, as those terms are used in Section 103 of the Code, and is authorized by the applicable Constitution and laws to enter into the transaction(s) contemplated by the Lease and to carry out its obligations thereunder.
2. Lessee's obligation(s) under the Lease is a State or local bond within the meaning of Section 103 of the Code.
3. The Lease and other related documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements enforceable against Lessee in accordance with its terms.
4. No further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or the performance by the Lessee of the Lease and the transaction(s) contemplated hereby.
5. The entering into and performance of the Lease and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument or agreement binding upon Lessee or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the Equipment (as defined in the Lease), other than those created by the Lease.
6. There are no actions, suits or proceedings pending or threatened against or affecting the Lessee in any court or before any governmental commission, board or authority that, if adversely determined, would have a material adverse effect on the ability of the Lessee to perform its obligation(s) under the Agreement.
7. The Equipment is tangible personal property and, when subject to use by the Lessee, will not be or become a fixture or real property under the laws of the state where the equipment is being used by the Lessee.
8. All required public bidding procedures regarding an award to your company of the transaction(s) contemplated under the Lease have been properly and completely followed by the Lessee.
9. The Lessee shall be the only entity to own, operate and use the Equipment during the Term (as defined in the Lease).
10. The Lease does not constitute, and is not expected to become, an arbitrage bond within the meaning of Section 148 of the Code or a private activity bond within the meaning of Section 141 of the Code

Counsel

By: _____

Title: _____

Date: _____

DELIVERY & ACCEPTANCE CERTIFICATE

**By signing this Certificate, you, the Lessee
identified below, agree:**

- A) That all products described in the State & Local Government Lease Agreement or the Schedule to Master State & Local Government Lease Agreement identified below ("Equipment") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the State & Local Government Lease Agreement or Schedule to Master State & Local Government Lease Agreement; and
- B) That we, **Lenovo Financial Services**, are authorized to purchase the Equipment and start billing you under the State & Local Government Lease Agreement or Schedule to Master State & Local Government Lease Agreement.

State & Local Government Lease Agreement or Schedule No. 1669241

Customer Name: Hamilton County Department of Education

Authorized Signature

X

Title

Date

Schedule to Master State & Local Government Lease Agreement

This Schedule No. 1702469 (the "Schedule") to Master State & Local Government Lease Agreement No. 1358899 (the "Master Agreement") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you**, **your** and **lessee** mean you, our customer. The words **we**, **us**, **our** and the **lessor**, mean Lenovo Financial Services.

Product/Equipment Description

Quantity	Description
<u>1,000</u>	<u>LVO L15 R3-4450U W10P MC00049450</u>
<u>1,000</u>	<u>Lenovo Depot/Customer Carry-In Upgrade</u>
<u>1,000</u>	<u>Imaging / Tagging / Delivery</u>

For additional equipment and accessories, attach addendum.

Product/Equipment Address

<u>3074 Hickory Valley Rd, Chattanooga, TN 37421</u>
<u>3074 Hickory Valley Rd, Chattanooga, TN 37421</u>
<u>3074 Hickory Valley Rd, Chattanooga, TN 37421</u>

Purchase Option

If no box is checked or if both boxes are checked, the Fair Market Value purchase option will apply:

- ☒ Fair Market Value
☐ \$1.00 Purchase Option ☐ Other ____

Term and Lease

Lease Payment \$208,675.00 (plus taxes, if applicable)

Term (Months) 48

Payment Frequency Annual

Variable Payment Schedule if applicable:

(Attach "Payment Schedule Addendum" if necessary)

____ payments @ ____; followed by ____ payments @ ____ followed by ____ payments @ ____; followed by ____ payments @ ____

Payments are due in Advance

Documentation Fee: \$0.00 (due with first invoice)

Additional Provisions:

N/A

PLEASE NOTE: The underlying 48 month ICE Swap Rate is 0.39300%. If the 48 month ICE Swap Rate, (published by ICE Benchmark Administration at <https://www.theice.com/marketdata/reports/180>) between the date of the proposal and the Commencement Date increases by more than 25bps, Lessor may, in its sole discretion, adjust the all-in rate upward in an amount equal to the difference in the two swap yields, and the Payment Factor will be adjusted accordingly. Further, Lenovo reserves the right to re-price this transaction in the event of a major dislocation in the financial markets or after 90 days past the quote date at its sole discretion.

Certain state and local government lessees must sign an additional addendum document.

LESSOR: Lenovo Financial Services
 10201 Centurion Parkway N. #100
 Jacksonville, FL 32256

 Authorized Signature Date Signed

 Printed Name

 Print Title

Lessee

Hamilton County Department of Education

Lessee Legal Name

Lessee "Doing Business As" Name

3074 Hickory Valley Rd

Billing Street Address

Chattanooga, TN 37421

Billing City, State, Zip

Billing Contact Name & Phone No.

Lessee Phone Number (if different from above)

TERMS AND CONDITIONS

BY SIGNING THIS SCHEDULE:

(i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THIS SCHEDULE AND THE MASTER AGREEMENT; (ii) YOU AGREE THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE, (iii) YOU AGREE THAT THIS SCHEDULE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED IN THE MASTER AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS SCHEDULE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS SCHEDULE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; AND (vii) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS SCHEDULE.

LESSEE SIGNATURE

Hamilton County Department of Education

Lessee Legal Name

X X
 Authorized Signature Date Signed

X
 Print Signer's Name

 Print Signer's Title

 Federal Tax ID Number

CERTIFICATE OF APPROPRIATIONS
(State and Local Government Master Lease Agreement)

I, _____ do hereby certify that I am the duly elected or appointed and acting _____ of Hamilton County Department of Education ("Lessee"); that I have custody of the financial records and budget information of such entity; that monies for all lease payments to be made under that certain State and Local Government Lease Agreement #N/A or that certain Master State and Local Government Master Agreement #1358899 and, Schedule Number(s) 1702469, between Lessee and Lenovo Financial Services as lessor ("Agreement"), for the fiscal year ending _____, 20____, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those lease payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this _____ day of _____, 20____.

Signature

Print Name & Title

The undersigned official of Lessee hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

Signature

Print Name & Title

CERTIFICATION OF ESSENTIAL USE

RE: Schedule to Master State & Local Government Lease Agreement #1702469, dated _____, 20____ (each individually, hereinafter the "Agreement") by and between Lenovo Financial Services ("Lessor") and Hamilton County Department of Education ("Lessee")

Ladies and Gentlemen:

This letter confirms and affirms that the Equipment described in the Agreement identified above is/are essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows (please include any specific department that may be its primary user):

Is the Equipment additional or new technology to the department, or does it constitute a continuation of your existing technology? _____

Our source of funds for payments due under the Agreement for the current fiscal year is _____

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: _____

LESSEE: Hamilton County Department of Education

By: _____
(Authorized Signature)

(Name and Title – printed or typed)

Date: _____

State & Local Government -- Opinion of Counsel
(To be typed on letterhead of counsel)

<Date>

Lenovo Financial Services
One Deerwood
10201 Centurion Parkway North, Suite #100
Jacksonville, FL 32256

Attention: _____

Re: Schedule #1702469 to Master State & Local Government Lease Agreement No. 1358899 (collectively, the "Lease")

Ladies and Gentlemen:

I am legal counsel for Hamilton County Department of Education (Lessee), and I am familiar with the above-referenced Lease by and between the Lessee and your company.

Based upon my examination of the Lease, the information statement(s) required for purposes of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code") and such other documents, records and papers as I deem to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The Lessee is a State or a political subdivision thereof, as those terms are used in Section 103 of the Code, and is authorized by the applicable Constitution and laws to enter into the transaction(s) contemplated by the Lease and to carry out its obligations thereunder.
2. Lessee's obligation(s) under the Lease is a State or local bond within the meaning of Section 103 of the Code.
3. The Lease and other related documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements enforceable against Lessee in accordance with its terms.
4. No further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or the performance by the Lessee of the Lease and the transaction(s) contemplated hereby.
5. The entering into and performance of the Lease and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument or agreement binding upon Lessee or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the Equipment (as defined in the Lease), other than those created by the Lease.
6. There are no actions, suits or proceedings pending or threatened against or affecting the Lessee in any court or before any governmental commission, board or authority that, if adversely determined, would have a material adverse effect on the ability of the Lessee to perform its obligation(s) under the Agreement.
7. The Equipment is tangible personal property and, when subject to use by the Lessee, will not be or become a fixture or real property under the laws of the state where the equipment is being used by the Lessee.
8. All required public bidding procedures regarding an award to your company of the transaction(s) contemplated under the Lease have been properly and completely followed by the Lessee.
9. The Lessee shall be the only entity to own, operate and use the Equipment during the Term (as defined in the Lease).
10. The Lease does not constitute, and is not expected to become, an arbitrage bond within the meaning of Section 148 of the Code or a private activity bond within the meaning of Section 141 of the Code

Counsel

By: _____

Title: _____

Date: _____

DELIVERY & ACCEPTANCE CERTIFICATE

**By signing this Certificate, you, the Lessee
identified below, agree:**

- A) That all products described in the State & Local Government Lease Agreement or the Schedule to Master State & Local Government Lease Agreement identified below ("Equipment") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the State & Local Government Lease Agreement or Schedule to Master State & Local Government Lease Agreement; and
- B) That we, **Lenovo Financial Services**, are authorized to purchase the Equipment and start billing you under the State & Local Government Lease Agreement or Schedule to Master State & Local Government Lease Agreement.

State & Local Government Lease Agreement or Schedule No. 1702469

Customer Name: Hamilton County Department of Education

Authorized Signature

X

Title

Date

Schedule to Master State & Local Government Lease Agreement

This Schedule No. 1702473 (the "Schedule") to Master State & Local Government Lease Agreement No. 1358899 (the "Master Agreement") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you**, **your** and **lessee** mean you, our customer. The words **we**, **us**, **our** and the **lessor**, mean Lenovo Financial Services.

Product/Equipment Description

Quantity	Description
<u>1,000</u>	<u>LVO L15 R3-4450U W10P MC00049450</u>
<u>1,000</u>	<u>Lenovo Depot/Customer Carry-In Upgrade</u>
<u>1,000</u>	<u>Imaging / Tagging / Delivery</u>

For additional equipment and accessories, attach addendum.

Product/Equipment Address

<u>3074 Hickory Valley Rd, Chattanooga, TN 37421</u>
<u>3074 Hickory Valley Rd, Chattanooga, TN 37421</u>
<u>3074 Hickory Valley Rd, Chattanooga, TN 37421</u>

Purchase Option

If no box is checked or if both boxes are checked, the Fair Market Value purchase option will apply:

☒ Fair Market Value
☐ \$1.00 Purchase Option ☐ Other ____

Term and Lease

Lease Payment \$208,675.00 (plus taxes, if applicable)

Term (Months) 48

Payment Frequency Annual

Variable Payment Schedule if applicable:

(Attach "Payment Schedule Addendum" if necessary)

____ payments @ ____; followed by ____ payments @ ____ followed by ____ payments @ ____; followed by ____ payments @ ____

Payments are due in Advance

Documentation Fee: \$0.00 (due with first invoice)

Additional Provisions:

N/A

PLEASE NOTE: The underlying 48 month ICE Swap Rate is 0.39300%. If the 48 month ICE Swap Rate, (published by ICE Benchmark Administration at <https://www.theice.com/marketdata/reports/180>) between the date of the proposal and the Commencement Date increases by more than 25bps, Lessor may, in its sole discretion, adjust the all-in rate upward in an amount equal to the difference in the two swap yields, and the Payment Factor will be adjusted accordingly. Further, Lenovo reserves the right to re-price this transaction in the event of a major dislocation in the financial markets or after 90 days past the quote date at its sole discretion.

Certain state and local government lessees must sign an additional addendum document.

LESSOR: Lenovo Financial Services
 10201 Centurion Parkway N. #100
 Jacksonville, FL 32256

 Authorized Signature Date Signed

 Printed Name

 Print Title

Lessee

Hamilton County Department of Education

Lessee Legal Name

Lessee "Doing Business As" Name

3074 Hickory Valley Rd

Billing Street Address

Chattanooga, TN 37421

Billing City, State, Zip

Billing Contact Name & Phone No.

Lessee Phone Number (if different from above)

TERMS AND CONDITIONS

BY SIGNING THIS SCHEDULE:

(i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THIS SCHEDULE AND THE MASTER AGREEMENT; (ii) YOU AGREE THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE, (iii) YOU AGREE THAT THIS SCHEDULE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED IN THE MASTER AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS SCHEDULE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS SCHEDULE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; AND (vii) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS SCHEDULE.

LESSEE SIGNATURE

Hamilton County Department of Education

Lessee Legal Name

X _____ **X** _____
 Authorized Signature Date Signed

X _____
 Print Signer's Name

 Print Signer's Title

 Federal Tax ID Number

CERTIFICATE OF APPROPRIATIONS
(State and Local Government Master Lease Agreement)

I, _____ do hereby certify that I am the duly elected or appointed and acting _____ of Hamilton County Department of Education ("Lessee"); that I have custody of the financial records and budget information of such entity; that monies for all lease payments to be made under that certain State and Local Government Lease Agreement #N/A or that certain Master State and Local Government Master Agreement #1358899 and, Schedule Number(s) 1702473, between Lessee and Lenovo Financial Services as lessor ("Agreement"), for the fiscal year ending _____, 20____, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those lease payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this _____ day of _____, 20____.

Signature

Print Name & Title

The undersigned official of Lessee hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

Signature

Print Name & Title

CERTIFICATION OF ESSENTIAL USE

RE: Schedule to Master State & Local Government Lease Agreement #1702473, dated _____, 20____ (each individually, hereinafter the "Agreement") by and between Lenovo Financial Services ("Lessor") and Hamilton County Department of Education ("Lessee")

Ladies and Gentlemen:

This letter confirms and affirms that the Equipment described in the Agreement identified above is/are essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows (please include any specific department that may be its primary user):

Is the Equipment additional or new technology to the department, or does it constitute a continuation of your existing technology? _____

Our source of funds for payments due under the Agreement for the current fiscal year is _____

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: _____

LESSEE: Hamilton County Department of Education

By: _____
(Authorized Signature)

(Name and Title – printed or typed)

Date: _____

State & Local Government -- Opinion of Counsel
(To be typed on letterhead of counsel)

<Date>

Lenovo Financial Services
One Deerwood
10201 Centurion Parkway North, Suite #100
Jacksonville, FL 32256

Attention: _____

Re: Schedule #1702473 to Master State & Local Government Lease Agreement No. 1358899 (collectively, the "Lease")

Ladies and Gentlemen:

I am legal counsel for Hamilton County Department of Education (Lessee), and I am familiar with the above-referenced Lease by and between the Lessee and your company.

Based upon my examination of the Lease, the information statement(s) required for purposes of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code") and such other documents, records and papers as I deem to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The Lessee is a State or a political subdivision thereof, as those terms are used in Section 103 of the Code, and is authorized by the applicable Constitution and laws to enter into the transaction(s) contemplated by the Lease and to carry out its obligations thereunder.
2. Lessee's obligation(s) under the Lease is a State or local bond within the meaning of Section 103 of the Code.
3. The Lease and other related documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements enforceable against Lessee in accordance with its terms.
4. No further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or the performance by the Lessee of the Lease and the transaction(s) contemplated hereby.
5. The entering into and performance of the Lease and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument or agreement binding upon Lessee or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the Equipment (as defined in the Lease), other than those created by the Lease.
6. There are no actions, suits or proceedings pending or threatened against or affecting the Lessee in any court or before any governmental commission, board or authority that, if adversely determined, would have a material adverse effect on the ability of the Lessee to perform its obligation(s) under the Agreement.
7. The Equipment is tangible personal property and, when subject to use by the Lessee, will not be or become a fixture or real property under the laws of the state where the equipment is being used by the Lessee.
8. All required public bidding procedures regarding an award to your company of the transaction(s) contemplated under the Lease have been properly and completely followed by the Lessee.
9. The Lessee shall be the only entity to own, operate and use the Equipment during the Term (as defined in the Lease).
10. The Lease does not constitute, and is not expected to become, an arbitrage bond within the meaning of Section 148 of the Code or a private activity bond within the meaning of Section 141 of the Code

Counsel

By: _____

Title: _____

Date: _____

DELIVERY & ACCEPTANCE CERTIFICATE

**By signing this Certificate, you, the Lessee
identified below, agree:**

- A) That all products described in the State & Local Government Lease Agreement or the Schedule to Master State & Local Government Lease Agreement identified below ("Equipment") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the State & Local Government Lease Agreement or Schedule to Master State & Local Government Lease Agreement; and
- B) That we, **Lenovo Financial Services**, are authorized to purchase the Equipment and start billing you under the State & Local Government Lease Agreement or Schedule to Master State & Local Government Lease Agreement.

State & Local Government Lease Agreement or Schedule No. 1702473

Customer Name: Hamilton County Department of Education

Authorized Signature

X

Title

Date

Schedule to Master State & Local Government Lease Agreement

This Schedule No. 1702475 (the "Schedule") to Master State & Local Government Lease Agreement No. 1358899 (the "Master Agreement") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you**, **your** and **lessee** mean you, our customer. The words **we**, **us**, **our** and the **lessor**, mean Lenovo Financial Services.

Product/Equipment Description

Quantity	Description
515	LVO L15 R3-4450U W10P MC00049450
515	Lenovo Depot/Customer Carry-In Upgrade
515	Imaging / Tagging / Delivery

For additional equipment and accessories, attach addendum.

Product/Equipment Address

3074 Hickory Valley Rd, Chattanooga, TN 37421
3074 Hickory Valley Rd, Chattanooga, TN 37421
3074 Hickory Valley Rd, Chattanooga, TN 37421

Purchase Option

If no box is checked or if both boxes are checked, the Fair Market Value purchase option will apply:

- ☒ Fair Market Value
☐ \$1.00 Purchase Option ☐ Other ____

Term and Lease

Lease Payment \$107,467.63 (plus taxes, if applicable)

Term (Months) 48

Payment Frequency Annual

Variable Payment Schedule if applicable:

(Attach "Payment Schedule Addendum" if necessary)

____ payments @ ____; followed by ____ payments @ ____ followed by ____ payments @ ____; followed by ____ payments @ ____

Payments are due in Advance

Documentation Fee: \$0.00 (due with first invoice)

Additional Provisions:

N/A

PLEASE NOTE: The underlying 48 month ICE Swap Rate is 0.39300%. If the 48 month ICE Swap Rate, (published by ICE Benchmark Administration at <https://www.theice.com/marketdata/reports/180>) between the date of the proposal and the Commencement Date increases by more than 25bps, Lessor may, in its sole discretion, adjust the all-in rate upward in an amount equal to the difference in the two swap yields, and the Payment Factor will be adjusted accordingly. Further, Lenovo reserves the right to re-price this transaction in the event of a major dislocation in the financial markets or after 90 days past the quote date at its sole discretion.

Certain state and local government lessees must sign an additional addendum document.

LESSOR: Lenovo Financial Services
 10201 Centurion Parkway N. #100
 Jacksonville, FL 32256

Authorized Signature _____ Date Signed _____

Printed Name _____

Print Title _____

Lessee

Hamilton County Department of Education

Lessee Legal Name

Lessee "Doing Business As" Name

3074 Hickory Valley Rd

Billing Street Address

Chattanooga, TN 37421

Billing City, State, Zip

Billing Contact Name & Phone No.

Lessee Phone Number (if different from above)

TERMS AND CONDITIONS

BY SIGNING THIS SCHEDULE:

(i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THIS SCHEDULE AND THE MASTER AGREEMENT; (ii) YOU AGREE THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE, (iii) YOU AGREE THAT THIS SCHEDULE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED IN THE MASTER AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS SCHEDULE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS SCHEDULE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; AND (vii) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS SCHEDULE.

LESSEE SIGNATURE

Hamilton County Department of Education

Lessee Legal Name

X _____ **X** _____

Authorized Signature

Date Signed

X _____

Print Signer's Name

Print Signer's Title

Federal Tax ID Number

CERTIFICATE OF APPROPRIATIONS
(State and Local Government Master Lease Agreement)

I, _____ do hereby certify that I am the duly elected or appointed and acting _____ of Hamilton County Department of Education ("Lessee"); that I have custody of the financial records and budget information of such entity; that monies for all lease payments to be made under that certain State and Local Government Lease Agreement #N/A or that certain Master State and Local Government Master Agreement #1358899 and, Schedule Number(s) 1702475, between Lessee and Lenovo Financial Services as lessor ("Agreement"), for the fiscal year ending _____, 20____, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those lease payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this _____ day of _____, 20____.

Signature

Print Name & Title

The undersigned official of Lessee hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

Signature

Print Name & Title

CERTIFICATION OF ESSENTIAL USE

RE: Schedule to Master State & Local Government Lease Agreement #1702475, dated _____, 20____ (each individually, hereinafter the "Agreement") by and between Lenovo Financial Services ("Lessor") and Hamilton County Department of Education ("Lessee")

Ladies and Gentlemen:

This letter confirms and affirms that the Equipment described in the Agreement identified above is/are essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows (please include any specific department that may be its primary user):

Is the Equipment additional or new technology to the department, or does it constitute a continuation of your existing technology? _____

Our source of funds for payments due under the Agreement for the current fiscal year is _____

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: _____

LESSEE: Hamilton County Department of Education

By: _____
(Authorized Signature)

(Name and Title – printed or typed)

Date: _____

State & Local Government -- Opinion of Counsel
(To be typed on letterhead of counsel)

<Date>

Lenovo Financial Services
One Deerwood
10201 Centurion Parkway North, Suite #100
Jacksonville, FL 32256

Attention: _____

Re: Schedule #1702475 to Master State & Local Government Lease Agreement No. 1358899 (collectively, the "Lease")

Ladies and Gentlemen:

I am legal counsel for Hamilton County Department of Education (Lessee), and I am familiar with the above-referenced Lease by and between the Lessee and your company.

Based upon my examination of the Lease, the information statement(s) required for purposes of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code") and such other documents, records and papers as I deem to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The Lessee is a State or a political subdivision thereof, as those terms are used in Section 103 of the Code, and is authorized by the applicable Constitution and laws to enter into the transaction(s) contemplated by the Lease and to carry out its obligations thereunder.
2. Lessee's obligation(s) under the Lease is a State or local bond within the meaning of Section 103 of the Code.
3. The Lease and other related documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements enforceable against Lessee in accordance with its terms.
4. No further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or the performance by the Lessee of the Lease and the transaction(s) contemplated hereby.
5. The entering into and performance of the Lease and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument or agreement binding upon Lessee or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the Equipment (as defined in the Lease), other than those created by the Lease.
6. There are no actions, suits or proceedings pending or threatened against or affecting the Lessee in any court or before any governmental commission, board or authority that, if adversely determined, would have a material adverse effect on the ability of the Lessee to perform its obligation(s) under the Agreement.
7. The Equipment is tangible personal property and, when subject to use by the Lessee, will not be or become a fixture or real property under the laws of the state where the equipment is being used by the Lessee.
8. All required public bidding procedures regarding an award to your company of the transaction(s) contemplated under the Lease have been properly and completely followed by the Lessee.
9. The Lessee shall be the only entity to own, operate and use the Equipment during the Term (as defined in the Lease).
10. The Lease does not constitute, and is not expected to become, an arbitrage bond within the meaning of Section 148 of the Code or a private activity bond within the meaning of Section 141 of the Code

Counsel

By: _____

Title: _____

Date: _____

DELIVERY & ACCEPTANCE CERTIFICATE

**By signing this Certificate, you, the Lessee
identified below, agree:**

- A) That all products described in the State & Local Government Lease Agreement or the Schedule to Master State & Local Government Lease Agreement identified below ("Equipment") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the State & Local Government Lease Agreement or Schedule to Master State & Local Government Lease Agreement; and
- B) That we, **Lenovo Financial Services**, are authorized to purchase the Equipment and start billing you under the State & Local Government Lease Agreement or Schedule to Master State & Local Government Lease Agreement.

State & Local Government Lease Agreement or Schedule No. 1702475

Customer Name: Hamilton County Department of Education

Authorized Signature

X

Title

Date

C. Chief of Staff - Dr. Nakia Towns Edwards

1. Board Policies 1 - First Reading

**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
Chief of Staff

Keith Fogleman
Chief Talent Officer

Penny Murray
Director of Human Resources Operations

DATE: July 16, 2020

RE: First Reading
Proposed Policy Revisions

Based on administration review of policies related to Personnel Policies, the following recommendations have been made, please see attached proposed revisions for impacted board policies as outlined below.

No.	Policy #	Policy Title	Proposed Revisions
1.	5.3022	Bereavement Leave	Revise to reflect the wording of the MOU.
2.	5.306	Military Leave	Revise the language to encourage notification as soon as possible with details of deployment and the law.

This addition is presented for Board approval upon a second and final reading at the August regular session.

a. Board Policy 5.3022 - Bereavement Leave

Hamilton County Board of Education			
Monitoring: Review: Annually, in February	Descriptor Term: Bereavement Leave	Descriptor Code: 5.3022	Issued Date: 06/18/20
		Rescinded:	Revised: 07/16/20

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

An employee shall be granted five (5) consecutive work days of paid bereavement leave without loss of pay or benefits, and not chargeable to any other type of leave on the death of parent or court appointed legal guardian, spouse, child of the employee, natural and/or adopted siblings, **grandparents**, and current parents-in-law if the leave is taken within seven (7) calendar days for the funeral or cremation. Bereavement leave will be provided to employees in the following classification(s):

- Regular full-time employees
- Regular part-time employees

Bereavement pay for classified employees is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

In cases of relationships other than listed in paragraph 2, approval by the director of schools, or a designee, as a special circumstance may grant bereavement leave, not to exceed three (3) consecutive work days. In addition, employees may use sick leave to attend services for relationships not covered in paragraph 2.

In the event of the death of an employee or student in the Hamilton County School System, and with the agreement of the director of schools, the immediate supervisor may grant to an appropriate number of employees sufficient time to attend the services.

Cross References:

1. Board Policy 5.302 Sick Leave

b. Board Policy 5.306 - Military Leave

Hamilton County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Military Leave	Descriptor Code: 5.306	Issued Date: 03/05/12
		Rescinded:	Revised: 07/16/20

Employees who are members of any reserve component of the Armed Forces of the United States, ~~including members of the Tennessee Army and Air National Guard~~, shall be granted leave of absence for all periods of military service during which they are engaged in the performance of duty or training in the service of the state ~~of Tennessee~~ or the United States.¹

Reservists who anticipate military duty during the school year must, ~~prior to or give written notice to the director of schools~~, within thirty (30) days ~~after~~ of the beginning of the school year, ~~or, if possible, prior to the start of the school year~~, notify the Director of Schools in writing of dates of the anticipated duty.

While performing such duty or training, the employee shall ~~not suffer loss of time, regular leave or vacation, or any other rights or benefits to which the employee is entitled for the duration of the performance of the duty or training. The employee shall be paid his/her regular salary up to a maximum of twenty (20) working days in any one (1) calendar year, plus such additional days as may result from any call to active state duty as set forth below. After receiving twenty (20) days of full compensation, members of any reserve component of the armed forces of the United States, including members of the Tennessee Army and Air National Guard, may use up to five (5) days of sick leave in lieu of annual leave for the purposes of not having to take leave without pay.~~² ~~An employee called to active duty by the governor to enforce the laws of the state shall be paid his/her regular salary for such time as he/she is engaged in the performance of his/her duty, and any time spent in active state duty shall not count against the twenty-day period of leave allowed for military service.~~³

~~After receiving twenty (20) days of compensation, any educator who is a member of any reserve component of the Armed Forces of the United States, including members of the Tennessee Army and Air National Guard, is authorized, though not required, to use any accumulated sick leave in lieu of annual leave so as not to take leave without pay when called into active duty.~~³

~~An employee called to active duty by the governor to enforce the laws of the state of Tennessee shall be paid his/her regular salary for such time as he/she is engaged in the performance of his/her duty in addition to any statutorily-prescribed compensation for their active state duty, and any time spent in active state duty shall not count against the twenty-day period of paid leave allowed for military service.~~⁴

Request for leaves and extension of leaves shall conform to state law and board policy governing all leaves of absence. Failure to comply with applicable laws and policies shall constitute grounds for dismissal.

The employee shall supply a copy of the orders for duty, including the dates of departure and return it to the Director of Schools prior to, or simultaneous with requesting leave.

Legal References:

1. 38 U.S.C. § 4316; TCA § 8-33-109(a)
2. TCA § 8-33-109(a); TCA § 49-5-702(a); TCA § 58-1-106
3. TCA § 8-33-109(b);
4. TCA § 58-1-106(d) TCA § 58-1-109;

Cross References:

1. Board Policy 5.304 - Extended leaves of Absence 5.304
2. Board Policy 5.305--
Family and Medical Leave

2. Board Policies 2 - First Reading

**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
Chief of Staff

Keith Fogleman
Chief Talent Officer

Penny Murray
Director of Human Resources Operations

DATE: July 16, 2020

RE: First Reading
Proposed Policy Revisions

Based on administration review of policies related to Personnel Policies, the following recommendations have been made, please see attached proposed revisions for impacted board policies as outlined below.

No.	Policy #	Policy Title	Proposed Revisions
1.	1.805	Use of Electronic Mail (e-mail)	Clarification that HCDE email should only be used for board/district business and not personal use.
2.	5.106	Application and Employment	Edits included reflect new legislative changes regarding the amount of time a new hire has to accept or reject an employment offer.
3.	5.600	Staff Right & Responsibilities	Additions to include use of social media and social networking sites.

This addition is presented for Board approval upon a second and final reading at the August regular session.

a. Board Policy 1.805 - Use of Electronic Mail (e-mail)

Hamilton County Board of Education

Monitoring: Review: Annually in September	Descriptor Term: Use of Electronic Mail (e-mail)	Descriptor Code: 1.805	Issued Date: 12/16/04
		Rescinded:	Revised: 07/16/20

Electronic mail capability among board members and district staff exists for the purpose of enhancing communication to better perform tasks associated with their positions and assignments. Therefore all staff and board members who have access to the district network shall adhere to the following guidelines when sending or receiving messages via system wide-electronic mail (e-mail):

1. Because all computer hardware and software belong to the Board, all data including e-mail communications stored or transmitted on school system computers shall be monitored. Employees/board members have no right to privacy with regard to such data. Confidentiality of e-mail communication cannot be assured. E-mail correspondence may be a public record under the public records law and may be subject to public inspection.¹
2. ~~Messages shall pertain to legitimate board/district business;~~ E-mail shall not be used to circumvent requirements of the Open Meetings Act.²
3. ~~The content of email messages shall pertain only to legitimate board/district business.~~
4. ~~District e-mail shall never be used to send or receive personal information or any other information unrelated to board/district business.~~
5. Staff/board members will be asked to sign an application for terms and conditions for *Use of the Internet*. Staff/board members shall not reveal their passwords to others in the network or to anyone outside of it. If anyone has reason to believe that a password has been lost or stolen or that e-mail has been accessed by someone without authorization, s/he shall contact the technology coordinator immediately.
6. It is the responsibility of the sender not to violate copyright laws.
7. Messages shall not be sent that contain material that may be defined by a reasonable person as obscene or that are racist, sexist or promote illegal or unethical activity.

Any usage contrary to the above shall be reported immediately to the director of schools and may result in the suspension and/or revocation of system access or if deemed necessary, appropriate disciplinary action may be taken.

Legal References:
1. TCA 10-7-512
2. TCA 8-44-102

Cross References:

b. Board policy 5.106 - Application and Employment

Hamilton County Board of Education

Monitoring: Review: Annually in February	Descriptor Term: Application and Employment	Descriptor Code: 5.106	Issued Date: 03/14/19
		Rescinded: GCD/GBD	Revised: 07/16/20

APPLICATION

An individual desiring a position with the Board shall make application to the director of schools on forms approved by the Board. ¹ In a continuing effort to further ensure the safety and welfare of students and staff, the district shall require criminal history records checks and fingerprinting of applicants for teaching positions and ~~any other employee who has applicants for any~~ **other positions requiring** proximity to children.

Knowingly falsifying information ~~regarding an applicant's criminal or employment dismissal history on an application~~ shall be sufficient grounds for termination of employment and shall also constitute a Class A misdemeanor which must be reported to the District Attorney General for prosecution.⁸

Any costs incurred by the Tennessee Bureau of Investigation in conducting ~~background such~~ investigations of applicants shall be paid by the applicant the first time such applicant applies for a position with the Board.² ~~The Board shall not reimburse the applicant if the applicant accepts a position as a teacher. Substitute teachers, school maintenance employees, food service, transportation employees and all other classified employees shall not be reimbursed for criminal history checks and fingerprinting.~~²

The Board assigns to the Director of Schools the duty to conduct thorough background checks and to advise all applicants that all hiring decisions are contingent upon satisfactory background check results.

Professional Employees (Certified)

The application must include a transcript of credits earned at the colleges or universities attended along with reference information from persons such as previous employers, college professors and supervisors of student teachers. Other information shall include whether such applicant has been dismissed for cause from a school system. If previously employed by a local board of education, the applicant shall provide evidence of acceptable resignation.¹

No person shall be employed:

1. Who does not hold a valid license to teach from the State Board of Education;³
2. Who does not present a physician's certificate showing a satisfactory health record or has any contagious or communicable disease in such form that might endanger the health of school children;⁴

3. Who refuses to take and subscribe to an oath to support the Constitution of the State of Tennessee and of the United States of America;
4. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from employment for cause;¹ or
5. Who does not receive a satisfactory background check.¹
6. Who has not complied with the Immigration Reform and Control Act of 1986.

Classified Employees

No person shall be employed:

1. Who does not present a physician's certificate showing a satisfactory health record; or
2. Who has any contagious or communicable disease in such form that might endanger the health of the children;⁴ or
3. Who has not complied with the Immigration Reform and Control Act of 1986;⁶ or
4. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from employment for cause; or
5. Who does not receive a satisfactory criminal background check.¹

EMPLOYMENT

Professional Employees (Certified)

~~After checking references~~ The Director of Schools shall hire and assign qualified applicants.⁷

Initial Employment

Upon initial employment, the Director of Schools shall notify such person, in writing, of the offer and conditions of employment. ~~Such person shall have fourteen (14) calendar days to accept or reject, in writing, an offer made between and including April 1st and May 31st. Such person shall have five (5) business days to accept or reject, in writing, an offer made between and including June 1st and March 31st. The five-business-day period begins on the first business day after receipt of the employment notification. Upon receipt of employment notification, such person shall have~~ ~~fourteen (14) days to accept or reject, in writing, the offered employment.~~ From the date of the written acceptance, such person is considered to be under employment with the Board and is subject to all rights, privileges and duties.¹

Classified Employees

~~After checking references from principals and/or supervisors,~~ The Director of Schools shall hire and assign qualified applicants.

Legal References:

1. TCA 49-5-406 (b)
2. TCA 49-5- 406 (a); TCA 49-5-413~~(b)~~(c)
3. TCA 49-5-403; TCA 49-5-101
4. TCA 49-5-404;TRR/MS 0520-1-3-.08(2)(f)
5. TCA 49-5-405
6. Immigration Reform and Control Act of 1986
7. TCA 49-2-301(b)(1)(J)(L)(EE); TCA 49-2-303 (b)(3)
8. TCA 49-5-406(a)(2)(A)

Cross References:

Orientation and Probation 5.107
Compensation Guides & Contracts 5.110

c. Board Policy 5.600 - Staff Right & Responsibilities

Hamilton County Board of Education			
Monitoring: Review: Annually	Descriptor Term: Staff Rights & Responsibilities	Descriptor Code: 5.600	Issued Date: 12/18/14
		Rescinded:	Revised: 07/16/20

In fulfilling any citizenship rights and responsibilities, employees shall give proper consideration to the educational welfare of the students and ensure that no conflict exists with their actual duties.

Each staff member has the right to:

1. A work environment free from sexual, racial, ethnic and religious discrimination/harassment.¹
2. Academic freedom within the confines of state law and board policy in order to create an atmosphere of freedom in the classroom.
3. Upon request, a professional employee is entitled to have assistance of another professional employee or an organization with respect to any aspect of employment.

Each staff member has the responsibility to:

1. Make themselves familiar with and abide by, the laws of the state as these affect their work, the policies of the Board and the procedures designed to implement them.²
2. To adhere to the ~~Teacher~~ Code of Ethics ~~of the Tennessee Education Association~~.³
3. Exercise good judgment in selecting issues for discussion and balance the relative maturity of his/her students and the students' right to know.
4. Be courteous and helpful in interacting and responding to parents, visitors and members of the public.
5. Keep all records and prepare and submit promptly all reports that may be required by state law, state board regulations, board policy and administrative procedures.
6. Wear appropriate dress for work according to board guidelines and local school rules.

Use of Electronic Communications

The Hamilton County Board of Education considers an employee's use of any electronic media for the purpose of communicating with a student or a parent to be an extension of the employee's workplace

responsibilities. Accordingly, the Board expects employees to use professional judgment and appropriate decorum when using any such media in this fashion.

In view of this expectation, the Board of Education authorizes the administration to require employees to provide access to any web sites, apps, or other electronic media used by an employee for communication with students or parents and to produce copies of any electronic communication with students or parents, including text messages, social media exchanges, web page posts, etc. This policy does not authorize any administrator to inspect any employee's personal equipment without the employee's express consent.

Use of Social Media and Social Networking Sites

When utilizing social media platforms and/or social networking sites for any purpose, educators shall be mindful of their professional role within the community and exercise reasonable and appropriate discretion when posting to or commenting on social media.

Legal References:

1. 42 U.S.C.A. § 2000 E-2(a-b); TCA 49-6-8002 through 8006
2. TCA 49-5-201
3. TCA ~~49-5-501(3)~~ 49-5-1001 through 1007

Cross References:

Curriculum Development 4.200
Controversial Issues 4.800
Religion in the Curriculum 4.804

D. Chief Operations Officer - Dr. Justin Robertson

1. **Approval for Renewal to Erlanger for District Wide High School Athletic Training Program



**HAMILTON
COUNTY
SCHOOLS**

Hamilton County Department of Education
Operations Office
3074 Hickory Valley Rd
Chattanooga, TN 37421
(423) 498-7023

Memorandum

To: Hamilton County Board of Education

Bryan Johnson, Ed.D.
Superintendent

From: Dr. Justin Robertson, Ed.D.
Chief Operations Officer

Date: July 16, 2020

Re: Approval for Renewal to Erlanger for District Wide High School Athletic Training Program

Based on previous years of service, I recommend approval of Erlanger Health System to continue providing district wide high school athletic trainer services to all high schools.

Thank you for consideration of this request.

SERVICES AGREEMENT

Certified Athletic Trainers

This Services Agreement for Certified Athletic Trainers (the "Agreement") is effective as of July 1, 2020 (the "Effective Date") by and between the Hamilton County Department of Education, a Tennessee school district ("HCDE") and Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System, a Tennessee governmental nonprofit entity ("Erlanger").

RECITALS:

WHEREAS, HCDE oversees the schools set forth in Schedule I, each of which has a sports program and numerous student athletes (each individually a "School" and collectively the "Schools"); and

WHEREAS, student athletes are exposed to the risk of significant injury during competition and practice, including concussion, heat illness, dehydration, cardiac conditions, and musculoskeletal/orthopedic injuries; and

WHEREAS, certified athletic trainers ("ATCs") provide education in injury and illness prevention; demonstrate proper taping, strapping, bracing, and fitting of athletic equipment, are immediately available to recognize and treat injuries to student athletes, provide emergency care, and provide therapeutic intervention and rehabilitation to injured student athletes; and

WHEREAS, evidence suggests that the availability of an ATC who can provide such services promotes a lower incidence of injury for student athletes and improves outcomes for student athletes who are injured or suffer a health emergency; and

WHEREAS, the American Medical Association, the American Medical Society for Sports Medicine, and the American Academy of Family Physicians endorse the use of ATCs in connection with high school sports programs; and

WHEREAS, Erlanger operates a comprehensive sports medicine program, which includes the use of ATCs who are state licensed and certified by the National Athletic Trainers' Association ("NATA"); and

WHEREAS, Erlanger desires to provide ATC services to student athletes to promote public health and safety and improve the health status of those in its service area, regardless of ability to pay; and

WHEREAS, HCDE desires that Erlanger provide ATC services to the Schools' student athletes through the use of state-licensed and NATA-certified ATCs (each individual, when serving in such capacity at any given time, the "Athletic Trainer").

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are hereby made a part of this Agreement) and of the mutual covenants, promises, agreements, obligations and conditions contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Services.** Erlanger will provide ATC services (the "Services") as more specifically outlined in Schedule II. The Services will be provided to the Schools listed in Schedule I. The parties understand and agree that if a sport is not taking place at a School because of COVID-19 or any other reason, Erlanger will not be required to provide the Services with regard to that sport.
2. **Space, Equipment and Supplies; Support Services.** HCDE, at its own expense, will make available necessary space and equipment for the delivery of the Services and will furnish all usual and customary support services to Athletic Trainer, including, but not limited to, utilities, telephone, housekeeping and maintenance of student athlete medical records. Erlanger will provide athletic tape, first aid/emergency supplies, and elastic wraps.

3. **Billing/Compensation.**

- a. HCDE will compensate Erlanger \$30 per student athlete per academic year. Each School will provide a list of student athletes to Erlanger throughout the year. Erlanger will invoice HCDE with payment due thirty days after receipt.
- b. To the extent an Erlanger physician supervising Athletic Trainer provides professional medical services to student athletes that are billable to third-party payors, Erlanger will be solely responsible to bill and collect for those professional medical services, and all monies collected from such billings are and will remain the sole property of Erlanger.
- c. The parties agree that the compensation paid to Erlanger under this Agreement represents fair market value compensation for the services provided.

4. **Marketing.** In addition to the monetary compensation set forth above, HCDE will provide the following general marketing opportunities for Erlanger:

- Placement of Erlanger Sports Medicine signage (designed and provided by Erlanger) at the Schools' fields and gymnasiums.
- Public announcements thanking Erlanger for the Services during all games or competitions at which Services are provided.
- Permitting Athletic Trainer and any Erlanger physician providing supervision of Athletic Trainer to have Erlanger branding on clothing, equipment, and supplies while Services are provided.
- Inclusion of advertisements for Erlanger Sports Medicine in the Schools' athletic programs and yearbooks.

5. **Non-Endorsement.** HCDE will provide each student athlete with a statement that includes the following language:

The Hamilton County Department of Education and our schools do not license, endorse, or recommend any particular medical provider, nor do we make any representations about the quality of care given by any medical provider. We urge parents to carefully evaluate the choice of a medical provider for their children.

6. **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue for a term of one year, unless terminated earlier in accordance with the terms and provisions hereof. Either party may terminate this Agreement with or without cause upon provision of thirty days' advance written notice to the other party. If Erlanger terminates this Agreement without cause, it will continue to provide Services through the end of the season for each sport in progress at the time of termination.

Notwithstanding the foregoing, either party may immediately terminate this Agreement in the event of material breach by the other party, provided that written notice has been provided to the breaching party and said breach has not been cured within ten business days after receipt of such notice.

7. **Qualifications; Good Standing.**

- a. At all times during the term of this Agreement, Athletic Trainer will hold the appropriate state license to provide the Services and be certified by the National Athletic Trainers' Association. Athletic Trainers will have appropriate physician supervision as set forth in the relevant state licensure requirements. Any Erlanger physician supervising Athletic Trainer will be licensed to practice medicine in the State of Tennessee.
- b. Erlanger hereby warrants that neither it nor Athletic Trainer, nor any Erlanger physician supervising Athletic Trainer, has been excluded from participation in the Medicare and/or Medicaid programs

and/or convicted of a federal healthcare program offense, and that there are no adverse proceedings pending to exclude them from participation in the Medicare and/or Medicaid programs and/or alleging that they have committed a federal healthcare program offense. This constitutes an ongoing representation and warranty for the term of this Agreement.

- c. HCDE hereby represents and warrants that neither it nor any School has been excluded from participation in the Medicare and/or Medicaid programs and/or convicted of a federal healthcare program offense, and that there are no adverse proceedings pending to exclude them from participation in the Medicare and/or Medicaid programs and/or alleging that they have committed a federal healthcare program offense. This constitutes an ongoing representation and warranty for the term of this Agreement.
- d. Erlanger and HCDE agree that a breach of the terms of this "Qualifications; Good Standing" section will constitute grounds for the non-breaching party to terminate this agreement immediately upon written notice notwithstanding the cure provisions set forth in the previous section.

8. **Independent Contractor.** In performance of the duties and obligations under this Agreement, it is mutually understood and agreed that each party to this Agreement is at all times acting and performing as an independent contractor with respect to other party and neither party to this Agreement is an employee, agent, partner of, or joint venturer with the other party.

9. **Insurance.**

- a. Erlanger maintains a self-funded, trust program pursuant to the Tennessee Governmental Tort Liability Act (the "Trust") that covers Athletic Trainer and Erlanger. The Trust covers all general liabilities at \$1 million per person per occurrence up to \$2 million total per occurrence. Erlanger will obtain and maintain throughout the term of this Agreement professional liability coverage with minimum limits of \$1 million per occurrence and \$3 million in the annual aggregate for any Erlanger physician supervising Athletic Trainer.
- b. During the term of this Agreement, HCDE will carry insurance or have in place other resources sufficient to cover any liabilities that might arise under the Tennessee Governmental Tort Liability Act.

10. **Compliance with Law.** It is the intent of the parties that this Agreement comply with and meet the requirements of existing federal, state, and local law, including without limitation the Ethics in Patient Referrals Act (42 U.S.C. § 1395nn) and accompanying regulations (42 CFR Part 411), more commonly known as the Stark Law, and the Medicare and Medicaid Anti-Fraud and Abuse Law (42 U.S.C. § 1320a-7b) and safe harbor regulations (42 CFR §1001.952), more commonly known as the Anti-Kickback Law. Accordingly, if either party determines in good faith that this Agreement fails to comply with such laws and regulations or other federal or state legislative and/or administrative regulations, or interpretations thereof, then such party may, immediately upon written notice to the other party specifying the grounds therefore, suspend performance of all non-complying obligations under this Agreement. Immediately thereafter, the parties will confer in good faith and attempt to modify this Agreement to comply with applicable law as provided in this section, and performance of all non-complying obligations hereunder will be suspended until such modifications have been completed. If said modification(s) is made necessary because of legislative or administrative change or changes in interpretation and application of such laws and regulations and is not mutually agreeable between the parties, either party may immediately terminate this Agreement upon written notice to the other party.

The parties agree that there is no requirement that either party make any referrals to, or be in a position to make or influence referrals to, or otherwise generate business for the other party as a condition for entering into and performing under this Agreement.

11. **Confidentiality.** Both parties will respect the confidentiality of all Patient Information and Records and comply with all applicable laws and regulations concerning their maintenance and protection, including the Health Insurance Portability and Accountability Act ("HIPAA") and any regulations promulgated thereunder relating to Patient Information and Records. "Patient Information and Records" is defined consistently with applicable law and includes, without limitation, any and all "Protected Health Information," as that term is defined by HIPAA, any and all individually identifying information concerning patients, and any and all records generated by Erlanger, HCDE, Schools, their employees, or any physician, including patient charts indicating the status of patients' physical health, the treatment administered to the patients, any diagnosis made with regard to the patients, any medications prescribed for the patients, any other services rendered to patients by Erlanger, HCDE, Schools, their employees, or any physician. Violation of this section by either party will constitute a material breach of this Agreement, authorizing the other party to immediately terminate this Agreement notwithstanding the cure provisions set forth in the "Term and Termination" section above.
12. **Miscellaneous.**
- a. **Assignment.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated to a third party by Erlanger without the prior written consent of HCDE.
 - b. **Applicable Law/Jurisdiction.** This Agreement will be construed and enforced in accordance with the laws of the State of Tennessee. The parties hereby consent and agree that any legal proceeding involving the enforcement and/or construction of this Agreement, or that relates to any dispute under this Agreement, will be brought only in a federal or state court in the state of Tennessee, and that the Eastern District of Tennessee or Hamilton County, Tennessee is the proper situs of venue in any such matter.
 - c. **Notices.** Any written notice required to be provided hereunder will be deemed provided if hand delivered to or mailed, postage prepaid, to (1) Hamilton County Department of Education, Attention: Superintendent, 3074 Hickory Valley Road, Chattanooga, TN 37421; and (2) Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System, Attention: Erlanger Sports and Health Institute, 1100 East Third Street, Suite G-102, Chattanooga, Tennessee 37403 with a copy to Attention: Legal Department at 975 East Third Street, Chattanooga, TN 37403.
 - d. **Waiver.** The waiver of a breach of any provision of this Agreement will not operate and may not be construed as a waiver of any subsequent breach or the applicability of that or any other term or provision.
 - e. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of any such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any of the provisions contained in this Agreement are for any reason held to be excessively broad as to duration, scope, activity or subject, it will be construed by limiting and reducing it, so as to be valid and enforceable to the extent compatible with the applicable law or the determination by a court of competent jurisdiction.
 - f. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, arrangements, writings, or other documents heretofore entered into by the parties.
 - g. **Amendments.** No amendments or modification of the terms and conditions of this Agreement will be valid unless made in writing and signed by each of the parties.

- h. **Captions.** The captions and other headings in this Agreement are inserted solely as a matter of convenience and for reference and may not be used as a part of this Agreement or in construing this Agreement.

**CHATTANOOGA-HAMILTON COUNTY HOSPITAL
AUTHORITY:**

By: _____

Title: _____

Date: _____

**HAMILTON COUNTY DEPARTMENT OF
EDUCATION:**

By: _____

Title: _____

Date: _____

Schedule I

Schools

Brainerd High School

Central High School

Chattanooga School for the Arts & Sciences Upper School

East Hamilton High School

East Ridge High School

Hixson High School

The Howard School

Lookout Valley High School

Ooltewah High School

Red Bank High School

Sale Creek High School

Signal Mountain High School

Soddy Daisy High School

Tyner Academy

Schedule II

Services

Erlanger will provide an Athletic Trainer to support each School's student athletes.

- A. **Training Room Services.** Athletic Trainer will provide such care as is authorized by scope of practice, including: injury evaluation; therapeutic intervention and rehabilitation; education regarding injury and illness prevention; and guidance regarding proper taping, strapping, bracing, and fitting of athletic equipment to all of School's student athletes.

Interventions for injury will occur in accordance with applicable state athletic training laws. These may include first aid and emergency procedures, simple stretching/therapeutic exercise instruction, or recommendations on activity and equipment modifications. Therapeutic modality will be provided on a case-by-case basis. Treatments will be accordance with applicable state athletic training laws and under specific or standing protocols with Athletic Trainer's supervising physician.

- B. **Sporting Event and Practice Coverage.** Athletic Trainer generally will attend varsity football practice, and will be available on-site for softball, volleyball, basketball, wrestling, baseball, soccer, lacrosse, and cheerleading practice. If Athletic Trainer is offsite providing Services, he or she will be available via cell phone. Athletic Trainer will attend varsity sporting events as follows:

- Football: regular season home and away games and playoffs.
- Softball/Volleyball: regular season home games/matches.
- Basketball: regular season home games.
- Wrestling: all regular season home events including tournament coverage.
- Baseball: regular season home games.
- Soccer: regular season home games.
- Lacrosse: regular season home games

Erlanger may provide coverage at sporting events not covered above (including away, post-season, or JV) in its discretion. Game and practice coverage is subject to the below Coverage Priority Guidelines.

- C. **Coverage Priority Guidelines.**

1. Collision sports receive highest priority; contact sports have second priority; and non-contact sports have lowest priority.
2. Post-season sporting events generally have priority over regular-season sporting events.
3. Away varsity events generally will be covered only if there is no home varsity event.

- D. **Physicals.** Erlanger will host at least two Saturday clinics in the Spring at which student athletes can receive their sports physicals. Erlanger will not bill students or third-party payors for these physicals.

- E. **Summer Football Coverage.** Erlanger may provide Athletic Trainer coverage during the summer for football camp, passing league, and/or scrimmages.

2. **Code of Acceptable Behavior



**HAMILTON
COUNTY
SCHOOLS**

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

Memorandum

To: Hamilton County Board of Education

Bryan Johnson, Ed.D.
Superintendent

From: Dr. Justin Robertson, Ed.D.
Chief Operations Officer

Date: July 16, 2020

Re: Code of Acceptable Behavior

Upon annual review, we request changes/updates be approved for our Code of Acceptable Behavior. It is consistent with State Board policy, state legislation, and the most recent court decisions. It should prove to be beneficial to everyone involved: students, parents, and school employees. We will continue to review annually and revise if needed. We feel that it is a proper guide for our school system and request approval for updates to this document.

Thank you for your consideration.



July 13, 2020

Board Members,

We are providing this document to allow you to more efficiently understand the changes proposed for the 2020-2021 Code of Acceptable Behavior. These changes are being proposed by the COAB committee for your review.

Below are edits made for the proposed 2020-2021 COAB:

1. Narrowed down the number of consequences per offense.
2. Took out the Action Legend after each Incident category.
3. Eliminated "Battery" under Acts Against Persons due to confusion with Assault. Kept Assault and redefined this term.
4. Pages 9-11- Added the following: Student Code of Conduct for Virtual/Online Classes and updated attendance guidance in reaction to COVID-19.
5. Page 13- Updated the following: Discrimination/Harassment, Bullying Cyberbullying, Hazing.
6. Page 15- Updated the following: Parent Grievance Procedures.
7. Page 25- Updated the School Bus Behavior Incidents. The following was added to this:
**Any incident/offense which takes place on a school bus and/or school transportation will result in the same consequence as if this offense happened on school grounds or at a school function. The following bus consequences are in addition to any other consequences that apply to the Code of Acceptable Behavior (COAB).*
8. Page 26- Updated the Substance Abuse/Drug Incidents. The following was added: A separate category for Vaping.
9. Action Legend moved to page 40 at the end of the document and listed.

COAB Committee Members:

Brad Jackson, Campus Support
David Eaves, Transportation
Crystal Sorrels, East Ridge HS
David Carpenter, Brown MS
Shane Harwood, Signal Mtn MHS
Justin Robertson, COO

Robert Alford, Hunter MS
LaKesha Carson, East Lake MS
Gerald Harris, Tyner Academy
Steve Henry, Soddy-Daisy HS
Robert Sharpe, Rock Point LC



Student Code of Acceptable Behavior and Discipline

2020-2021

Hamilton County Schools



Message from the Superintendent

Dear Hamilton County Schools Family:

The faculty and staff of Hamilton County Schools are committed to providing the best education possible and ensuring all of our students are future ready. To achieve this goal, we must have a safe and secure learning environment where all of our students can excel. In Hamilton County Schools, we expect excellence and have high expectations for how students conduct themselves in the school environment. Every classroom will be a place where students can learn without disruptions.

The Student Code of Acceptable Behavior and Discipline has been established to maintain a climate conducive to learning. The Hamilton County Board of Education supports measures that promote a safe, respectful environment where teachers can teach and students can learn.

Please read this code, discuss it with your child, sign the attached Parental/Student Notification Form, and return it to your child's school. Students in grades 6-12 are also asked to read the code and sign the attached form before returning it to your school.

We look forward to an exceptional school year, as we work with administrators and teachers to prepare our children for success today and in the future!

Thank you for your support.

A handwritten signature in black ink, appearing to read 'B. Johnson', with a long horizontal line extending to the right.

Dr. Bryan Johnson, Superintendent



Table of Contents

Message from the Superintendent	2
Table of Contents	3
Parental/Student Notification Form	5
Context and Overview	7
Extracurricular Programs	8
Rights and Responsibilities	8
Attendance Policy	9
Digital Citizenship Statement	10
Student Code of Conduct for Virtual/Online Classes	10
Dress and Groom Policy	12
Zero Tolerance Offenses	12
Searches	13
Locker Use	13
Student Vehicles on School Property	13
Discrimination/Harassment, Bullying, Cyberbullying, and Hazing	14
Parent Grievance Procedure	15
Unacceptable Conduct and Consequences	18
Acts Against Persons	19
Attendance Incidents	21
Disruptive Incidents	22
Disruptive Incidents (continued)	23
Property Incidents	24
Rule Violation Incidents	25
School Bus Incidents	26
Substance Abuse/Drug Incidents	27
Other Criminal Incidents	28
Glossary	29
Student Disciplinary Procedures	32
Student Disciplinary Appeals	33
Disciplinary Procedures for Students Receiving Special Education	36
Alternative School Program	38
Action Legend	39

Parental/Student Notification Form

Parent and Student Acknowledgement Required in Grades 6-12

Signatures below acknowledge receipt of the Hamilton County Schools' Student Code of Acceptable Behavior and Discipline.

If parents/guardians have questions regarding the content of this document, please contact the school that your student(s) attends.

Each school administration shall ensure that the contents are understood by students attending their school.

Students in grades six (6) through twelve (12) shall sign this form. A signature acknowledges that the student understands the content of the code.

Parents/guardians are requested to sign and date this form. Students shall return this notification form to their school.

Date

Signature of Parent or Guardian

Print Name of Parent or Guardian

Date

Signature of Student (Grades 6-12)

Print Name of Student

Context and Overview

Much work and thought has gone into the preparation of the Student Code of Acceptable Behavior and Discipline (COAB). It is consistent with State Board policy, state legislation, and the most recent court decisions. It should prove to be beneficial to everyone involved: students, parents, and school employees. This code is reviewed annually and revised, as necessary, by a committee composed of educators, board members, students and parents. In essence, the COAB accomplishes the following:

1. It is the foundation that will foster a wholesome environment within our schools.
2. It affords each student an uninterrupted opportunity to pursue academic excellence.
3. It provides substantial guidance for behavior standards and expectations for students.
4. It provides rules designed for the safety and welfare of the students.
5. It assures due process and fair treatment for every student, giving each an opportunity to be heard.

This COAB does not, in any sense, weaken the position of the teachers and school leaders with regard to the maintenance of acceptable conduct and order. We feel that it is an appropriate guide for our school system. This version of the booklet should be used as a reference until another is revised and adopted by Hamilton County Schools.

A special acknowledgement to Broward County Public Schools (Florida), Richmond County Schools (Georgia), and VirtualSC for serving as excellent examples in developing this Code of Acceptable Behavior and Discipline for Hamilton County Schools.

Extracurricular Programs

In recognition of the honor and responsibility that comes with representing his or her school, all students are expected to be model students both on and off campus when participating in any extracurricular programs and/or activities. Principals may hold students accountable for any conduct that reflects poorly on the school or the program whether occurring off campus or outside the calendar season. Representing a school in an extracurricular activity is a privilege that must be maintained through acceptable behavior.

Rights and Responsibilities

Each student has the right to:

1. Have the opportunity for a free education in the most appropriate and safe learning environment;
2. Be secure in his/her person, papers and effects against unreasonable searches and seizures;
3. Expect that the school will be a safe place;
4. Have an appropriate environment conducive to learning;
5. Not be discriminated against on the basis of sex, race, color, creed, religion, national origin or disabilities;
6. Be fully informed of school rules and regulations.

Each student has the responsibility to:

1. Know and adhere to reasonable rules and regulations established by the Board;
2. Respect the human dignity and worth of every other individual;
3. Refrain from libel, slanderous remarks, and obscenity in verbal and written expression;
4. Study and maintain the best possible level of academic achievement;
5. Be punctual and present in the regular school program;
6. Dress and groom in a manner that meets reasonable standards of health, cleanliness, modesty and safety;
7. Maintain and/or improve the school environment, preserve school and private property, and exercise care while using school facilities;
8. Refrain from behavior which would lead to physical or emotional harm or disrupts the educational process;
9. Respect the authority of school administrators, teachers and other authorized personnel in maintaining discipline in the school and at school-sponsored activities;
10. Obey the law and school rules as to the possession or the use of alcohol, illegal drugs and other unauthorized substances or materials;
11. Possess on school grounds only those materials which are acceptable under the law, Board policy and school rules and accept the consequences for articles stored in one's locker or vehicle.

References

1. School Board Policy 6.301
2. 20 U.S.C. 1703
3. TCA 49-6-3401

Attendance Policy

By law students must attend school daily. Hamilton County Schools (HCS) will allow parent/guardian excuses to serve as documentation for three (3) personal illness days only. After three (3) parent/guardian excused personal illness days, parents must provide medical documentation for additional personal illnesses or family illness. To avoid student absences being recorded as unexcused, a written statement signed and dated by the parent/guardian and any medical documentation should be presented to the appropriate school official within five (5) days of the student returning to school.

Excused Absences- Conditions for which a student's absence may be excused are:

- Personal Illness: Students are excused who are sick and whose attendance would be detrimental to their health and the health of other students. A physician's statement may be required.
- Death in Immediate Family: Students may be excused for three (3) days in the event of a death in their immediate families including mother, father, stepparent, brother, sister, or grandparent. Extenuating circumstances may require a longer period of excused absence.
- Family Illness: Students having an illness in the family which requires them to give temporary help will be excused from attendance after receipt of a physician's statement concerning the necessity of the student's assistance.
- Religious Holiday: Students shall be excused on special or recognized religious holidays regularly observed by that particular faith. Prior approval is required should these days occur while school is in session.
- Personal: Students who are absent for a good cause such as a doctor or dental appointment which cannot be scheduled at times other than school hours, court appearances, etc. may be excused upon proof of appointment. Prior approval by parent or guardian and the principal or his designee is required.
- Approved School Sponsored Activities: Students shall be marked present when participating in a school sponsored activity away from the school building.
- All other reasons for absence, including out of school suspensions and failing to report a reason, will be deemed an unexcused absence. Ten (10) consecutive or fifteen (15) total unexcused absences during any semester renders a student ineligible to retain a driver's permit or license, or to obtain such if of age.

Note: During the COVID-19 pandemic, students that are absent from school will be allowed to transition to the HCS at Home option during which time students completing assignment expectations will be counted present. District personnel will intervene to address truancy using a *Tiered Attendance Intervention* support structure for students and their families.

Tier One intervention will be school- based and may include one or more of the following strategies: verification/documentation of absence, robo call, phone meeting, phone conference with guardian and/or student to review the attendance contract.

Tier Two intervention will involve the school attendance specialist conducting a needs assessment with each individual family to identify barriers to school attendance. The results of the needs assessment may result in a referral to the school social worker or a community service agency to provide support to the family.

Tier Three Intervention will involve the Community Attendance Review Board to engage additional community partners in addressing the barriers to attendance. Attendance issues that continue beyond the Tier Three intervention will result in a referral to Juvenile Court.

Digital Citizenship Statement

Digital Citizenship is the act of using technology resources responsibly and safely. Teaching principled digital citizenship to our students provides an opportunity for them to unite their daily activities with their choices in a digital society. HCS requires Pre-K through 12th grade learners to demonstrate and exercise the safe, responsible, and legal use of all technology, the internet, and social media that may be accessed for various reasons (i.e. communication, research, etc.). It is our goal to empower every student to become a responsible digital citizen in order to prevent incidents of cyberbullying and other harmful practices associated with technology use.

- ★ Due to a wide array of curriculum practices, instructional methods, and technological capabilities across the district, each school has the autonomy to establish their own guidelines in determining the use of technology during school hours and school events for educational purposes only.

Student Code of Conduct for Virtual/Online Classes

Since some classwork will now be offered virtually (online), the standards of behavior are as important as they are while physically attending school. In other words, our virtual classrooms are real classrooms with real teachers; therefore, appropriate student behavior is expected. To ensure that all Hamilton County Schools (HCS) students understand how to behave in an online environment, we have developed a code of conduct that all students are required to follow. This code of conduct addresses student interaction with HCS faculty, staff, and other HCS students, as well as their individual actions.

Interactions with HCS Faculty and Staff

1. Students should address all HCS faculty and staff members as adults with the courtesy expected for education professionals. They are to use both the appropriate title (Mr., Mrs., Ms., or Dr.) and last name only. No other form of address is acceptable.
2. Students should phrase communications with HCS faculty and staff in a polite and courteous manner appropriate for speaking to adults. The tone of emails and phone conversations must be respectful.
3. Since our online environment is a learning environment, students should not use excessive “slang” or language that they might use in other environments. Students must communicate with teachers in complete sentences.
4. Students are not to use obscene, profane, threatening, or disrespectful language or images in any communications with HCS faculty and staff. These actions are prohibited as indicated in the Code of Acceptable Behavior (COAB).
5. Students must use an email address and profile picture that is appropriate for an educational environment. Email addresses that use profanity or may otherwise be construed as offensive shall not be permitted in correspondence with HCS faculty and staff. Profile pictures should be a head-shot of the student only and may not be offensive or inappropriate in any manner. The School Administration reserves the right to determine if a student’s email address and/or profile picture is inappropriate.

Students using an inappropriate email address and/or profile picture will be required to update their user profiles.

Interactions with Other HCS Users

1. All communications with other students enrolled in Virtual/Online Learning classrooms must be of a course-related nature. Any sending of unsolicited email to other HCS classmates is prohibited.
2. All communications with other students in any forum, course related email, discussion post, etc., must be polite, courteous and respectful.
3. The integrity and authenticity of student work is something that we take seriously and check using a variety of technologies. Copying the work of others, allowing others to knowingly copy a student's work, and/or misusing content from the Internet could result in removal from these courses with a failing grade. Students are expected to abide by the "Use of Technology" Policy that is accepted as part of enrollment in these type courses.
4. Do not collaborate or work with other students on your Virtual/Online assignments unless directed to do so by your teacher. Working together is useful in the traditional classroom, but it is not permitted in our online environment without specific teacher instructions to do so. In addition, parents may not login to a student account and complete coursework on behalf of the student.
5. Students are not to use obscene, profane, threatening, or disrespectful language or images in any communications with other HCS students. These actions are prohibited as indicated in the COAB.

Appropriate Use of the Internet

1. HCS students are subject to all local, state, and federal laws governing the Internet. Consequently, program administrators will cooperate fully with local, state, or federal officials in any investigation related to illegal activities conducted through Internet access.
2. In the event there is a claim that a student has violated this policy, he/she will be notified of the suspected violation and given an opportunity to present an explanation.
3. Any student that violates this policy will be subject to disciplinary action that may result in removal from Virtual/Online course(s), as well as other disciplinary or legal action.

Disciplinary Action

Violations to the Virtual/Online Code of Acceptable Behavior will initiate the following procedure:

1. Upon the violation, the teacher will complete and submit a "Referral" form to the school's administration.
2. The teacher and/or Administration will notify the student, parent, and sponsor that the student has violated the Virtual Online Code of Acceptable Behavior.
3. Based on the report, the Administration will determine what, if any, disciplinary action must be taken. A violation of the HCS (COAB) will result in a disciplinary action and may result in the withdrawal of the student in the Virtual/Online course(s) or removal of the student from this Virtual/Online program.

Dress and Groom Policy

Hamilton County Schools is committed to each student to fulfill his or her responsibility to dress and groom in a manner that meets reasonable standards of health, cleanliness, modesty and safety. *School Board Policy 6.301*

A student shall not dress, groom, wear or use emblems, insignias, badges, gang symbols or other symbols where the effect thereof is to distract unreasonably the attention of other students or otherwise to cause disruption or interference with the operation of the school. The principal or other duly authorized school official shall determine whether any particular mode of dress, apparel, grooming or use of emblems, insignias, badges or other symbols results in the interference or disruption of the school environment. If there is a disruption to the school environment due to this violation, then all consequences listed under Rules Violations will be followed. The Dress and Grooming Policy must accommodate students whose religious beliefs may be substantially burdened by this policy.

- ★ Each school has the autonomy to create a special dress code policy that meets the safety requirements of the particular school and community. These guidelines and/or restrictions will be published and communicated with parents/guardians and the local school community prior to student registration for the upcoming school year. In no way will the individual school's dress code policy be less restrictive than what is listed in the Code of Acceptable Behavior (COAB).

Zero Tolerance Offenses

According to state and federal law, a student who commits a zero tolerance offense is expelled for one calendar year, unless modified by the Superintendent. This includes offenses on any school properties, including buses and at school-sponsored activities. All violations will be reported to local law enforcement officials.

The following are zero tolerance offenses:

- **Weapons and dangerous instruments** - These shall include, but are not limited to a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury.
- **Drugs** - Any student who unlawfully possesses or is under the influence of any drug including any controlled substance or legend drug.
- **Assault** - Any student who commits aggravated assault or commits an assault that results in physical contact with any teacher, principal, administrator, and other employee of the school, or school resource officer.

- **Threat by Electronic Device** - Any student who transmits by an electronic device a credible threat to cause bodily injury or death to another student or school employee and the threat causes actual disruptive activity at the school.

School Board Policy 6.309

Searches

Students have the right to be safe and secure at school and pursue their education in a disciplined environment conducive to learning. Therefore, students and all their property will be subject to random administrative searches. Refusal to cooperate with a reasonable request may result in disciplinary actions.

Any principal, or designee, having reasonable suspicion may search any student, place or thing on school property or in the actual or constructive possession of any student during any organized school activity off campus, including buses, vehicles of students or visitors (notice shall be posted in the school parking lot that vehicles parked on school property by students or visitors are subject to search for drugs, drug paraphernalia or dangerous weapons), and containers or packages if the principal or designee receives information which would cause a reasonable belief that the search will lead to the discovery of:

1. Evidence of any violation of the law;
2. Evidence of any violation of school rules or regulations or proper standards of student or faculty conduct;
3. Any object or substance which, because of its presence, presents an immediate danger of harm or illness to any person.

School Board Policy 6.303

Locker Use

The school has the authority and control of the locker and may gain access to it at any time. Any lock to which the school does not have the key or combination will be removed by the school. A student using a locker that is the property of the school system does not have the right of privacy in that locker or to its contents. All lockers or other storage areas provided for student use on school premises remain the property of the school system. These lockers or other storage areas available for student use are subject to inspection, access for maintenance, and search. Notice shall be posted in each school that lockers and other storage areas are school property and are subject to search. *School Board Policy 6.303*

Student Vehicles on School Property

Students of driving age are permitted to operate their own vehicles on campus if they have proof of liability insurance coverage and have paid required parking fees. However, a student shall permanently lose the privilege to have a vehicle on school grounds if the student is involved in any manner with drugs or drug paraphernalia, other controlled substances including alcohol, or in possession of a weapon. *School Board Policy 3.403*

Discrimination/Harassment, Bullying Cyberbullying, Hazing

School Board Policy 6.304

Discrimination/Harassment. It shall be a violation of board policy for any student to discriminate against or harass another student on the basis of sex, gender identity, race, ethnicity, disability, or religion.

For purposes of this policy, discrimination and harassment includes words, gestures, threats, or any other conduct that is severe, pervasive, or persistent and that creates a hostile environment that substantially interferes with or limits a student's ability to participate in or benefit from services, activities, or other opportunities offered by the school.

Bullying, Cyberbullying, Hazing. It shall be a violation of this policy for any student to bully, cyberbully, or haze another student whether directly, through a third party, or through the use of electronic devices such as text messages or posts on social media sites.

For purposes of this policy, bullying includes any act that substantially interferes with a student's educational benefits, opportunities or performance. Bullying is unwanted, aggressive, repeated behaviors that involve a power imbalance that places a student in reasonable fear and causes a hostile educational environment. Cyberbullying is bullying that takes place using electronic technology. Electronic technology includes devices and equipment such as cell phones, computers, and tablets, as well as communication tools including social media sites, text messages, chat sites, and websites. Examples may include inappropriate text messages or emails, rumors sent by email or posted on social network sites, and embarrassing pictures, videos, websites, or fake profiles. Hazing is any act intended to or reasonably be expected to have the effect of humiliating, intimidating or demeaning a student or endangering the mental or physical health of the student committed by an individual or group against a student in connection with pledging, being initiated into, affiliating with, holding office in, or maintaining membership in any organization affiliated with any school or program operated by the school district.

If the act occurs on school grounds, at a school sponsored activity, on school sponsored transportation or at a school designated bus stop, it is violation of school board policy if it has the effect of harming a student or damaging his or her property; knowingly placing a student in reasonable fear of harm to the student or to his or her property; causing emotional distress to the student; or creating a hostile educational environment. If the act occurs off school property or outside of any school-sponsored activity, it is nevertheless a violation if it is directed at a specific student or students and has the effect of creating a hostile educational environment or a substantial disruption to the educational environment or the learning process.

Claims of discrimination, harassment, bullying, cyberbullying, or hazing are to be directed to the building administrator for investigation without the fear of reprisal or retaliation. False accusations as a means of reprisal or retaliation will be disciplined in accordance with the district policies, procedures, and agreements. HCS will host annual events for parents to discuss prevention strategies. Dates, times, and locations will be forwarded through the HCS messaging system.

NOTE: This Code of Acceptable Behavior will be implemented in compliance with the requirements of applicable federal and state statutes and accompanying regulations governing the appropriate discipline of students suspected or identified as having a disability.

It is the policy of Hamilton County Board of Education not to discriminate on the basis of sex, race, national origin, creed, religion, age, marital status, or disability in its educational programs, activities, or employment policies.

A complaint may be filed by anyone who has a grievance regarding discrimination as set forth in one of the following statutes:

1. The Rehabilitation Act of 1972, Section 504;
2. Title VI of the Civil Rights Act of 1964; or
3. Title IX of the Educational Amendments of 1972

Parent Grievance Procedure

If you or your child encounters a specific problem or concern during the school year, the following step(s) should be taken:

1. Step 1 - Contact your child's teacher to schedule a conference.
2. Step 2 - If the issue was not resolved in Step 1, call or make an appointment with the principal.
3. Step 3 - If the issue was not resolved in Step 2, call or make an appointment with your child's Learning Community Executive Director.
4. Step 4 - After talking with the Executive Director, if you feel you need further assistance, contact:
Chief of Schools: Dr. Neelie Parker (423-498-7111)

Harrison Bay Learning Community:

Elementary Schools- Apison, CSLA, East Brainerd, Harrison/Lakeside, Ooltewah, Snow Hill, Wallace A. Smith, Westview, and Wolftever Creek

Secondary Schools- Brown Middle, Central High, East Hamilton Middle, East Hamilton High, Hunter Middle, Ooltewah Middle, and Ooltewah High

Executive Director: Dr. Larrie Reynolds (423-498-7094)

Missionary Ridge Learning Community:

Elementary Schools- Barger Academy, Bess T. Shepherd, Clifton Hills, East Lake, East Ridge, East Side, and Spring Creek

Secondary Schools- East Lake Academy Middle, East Ridge Middle, East Ridge High, The Howard High School, Tyner Middle Academy, and Tyner High Academy

Executive Director: Dr. Jason Vance (423-498-7092)

North River Learning Community:

Elementary Schools- Allen, Big Ridge, Daisy, Hixson, McConnell, Middle Valley, North Hamilton, and Soddy

Secondary Schools- Hixson Middle, Hixson High, Loftis Middle, Sale Creek, Soddy Daisy Middle, and Soddy Daisy High

Executive Director: Elaine Harper (423-498-7092)

Rock Point Learning Community:

Elementary Schools- Alpine Crest, Dupont, Nolan, Lookout Mountain, Lookout Valley, Red Bank, Rivermont, and Thrasher

Secondary Schools- Red Bank Middle, Red Bank High, Signal Mountain Middle/High, Lookout Valley Middle/High, CCA, CSAS Lower, CSAS Upper, and Normal Park Lower

Executive Director: Dr. Robert Sharpe (423-498-7094)

Midtown Learning Community:

Elementary Schools- Calvin Donaldson, Orchard Knob, Hardy, and Woodmore

Secondary Schools- Dalewood Middle, Orchard Knob Middle, and Brainerd High

Future Ready Centers: Collegiate High, Harrison Bay, STEM, Sequoyah, and Garber Construction Academy

Executive Director: Blake Freeman (423) 498-7129

Schools of Innovation: Tommie Brown Academy, Battle Academy, Howard Connect

Chief of Innovation and Choice: Jill Levine (423-7149)

Discrimination complaints will be forwarded to the Equity Office to the attention of one of the following:

Dr. Marsha Drake - Race, Ethnicity, Limited English Proficiency, Religion, Etc. (Title VI) 423-498-7022

Karen S. Glenn - Sex, Gender-based, Gender Identity, Etc. (Title IX) 423-498-7221

Gloria Moore - Disability (504) 423-498-7082

Unacceptable Conduct and Consequences

Administration Requirements

- For each consequence that an administrator suspends a student for more than five (5) days (Letters V, X, or HH), a Behavior Improvement Plan (Letters G and/or W) must be implemented.
- The principal of each school shall be responsible for the implementation and administration of the COAB in his/her school and shall apply the Code uniformly and fairly to each student at the school without partiality or discrimination.
- All *change of placements* and/or *suspensions* of more than 10 days have to be reported to the office of the Chief of Operations Officer (COO), Dr. Justin Robertson, within 24 hours in order for his office to schedule an appeal hearing for the student.

Dr. Justin Robertson's Office number (423-498-7023)

NOTE: The ***discipline matrix*** that follows in this document sets forth the guidelines for assessing consequences for violations of school board policies. The school principal has the discretion to deviate from these guidelines by assessing an appropriate consequence other than stated in the matrix if he or she determines in his or her sole discretion that there are mitigating or aggravating circumstances. However, the Learning Community Executive Director must be consulted when this deviation occurs - prior to finalizing the parental notice.

Acts Against Persons

The Hamilton County Board of Education is fully committed to providing a safe and orderly learning environment for all students in order for them to achieve academic success. This environment shall be free from discrimination, harassment, sexual harassment, hazing, bullying or cyberbullying. The Hamilton County Board of Education will not tolerate acts of discrimination, harassment, sexual harassment, hazing, bullying, or cyberbullying toward students by other students or staff. In addition, the Board will not tolerate conduct aimed at defining a student in a sexual manner or conduct impugning the character of a student based on allegations of sexual promiscuity.

If a pupil is determined, via a fair and thorough investigation made by the principal or the principal's appointed representative, to have acted in self-defense under a reasonable belief that the student, or another to whom the student was coming to the defense of, may have been facing the threat of imminent danger of death or serious bodily injury, which the student honestly believed to be real at that time, then, at the principal's recommendation, the student may not face any disciplinary action.

Incident	1st Consequence	2nd Consequence	3rd Consequence	4th – 10th Consequence
Bullying/Cyber-Bullying *Possible Zero Tolerance Offense if investigation determines that it meets criteria.	A, B, G, Q, U, V, Y, EE, HH (20 days), II, JJ *X	A, V, Y, HH (30 days), II, JJ *X	A, Y, HH (45 days) II, JJ *X	A, HH (90 days), II, JJ *X
Harassment	A, B, G, P, Q, S, T, U, V, Y, EE, II	A, Q, S, U, V, Y, HH (20 days)	A, V, Y, HH (45 days)	A, Y, HH (90 days)
Fighting- Major * (Mutual Combat)	A, G, T, U, V, W, Y, GG (up to 10 days) *HH (30 days)	A, Q, R, U, V, W, Y, EE, GG (up to 10 days) *HH (45 days)	A, V, Y *HH (90 days)	A, Y *HH (180 days)
Fighting- Minor * (Altercation/Confrontation)	A, B, I, L, P, R, T, EE, LL	A, B, J, L, Q, T, EE	A, K, Q, U, GG (up to 10 days)	A, V, Y, EE, GG (up to 10 days) *HH (20 days)
Hazing	A, F, L, O, P, Q, S, T, U, V, W, Y, EE, GG (up to 10 days), II, LL	A, P, Q, S, T, U, V, Y, GG (up to 10 days), II	A, Q, S, T, U, V, Y *HH (20 days), II	A, F, P, Q, S, T, U, V, Y *HH (45 days), II
False Accusation against school staff	A, B, F, Q, U	A, B, Q, V, EE, GG (up to 10 days)	A, B, V, GG (up to 10 days) *HH (20 days)	A, B, V, GG (up to 10 days) *HH (45 days)
Assault- Verbal Threat (Low level, non-criminal/no harm or physical injury)	A, B, F, H, I, N, O, P, LL	A, L, N, O, P, Q, T, EE	A, Q, R, T, U, V, GG (up to 10 days)	A, G, U, V, W, GG (up to 10 days) *HH (20 days)
Assault- Verbal Threat (High Level) and/or Physical Threat or Physical Contact (Serious Level)	A, C, V, W, X, Y, EE, GG, HH (20 days)	A, C, V, X, Y, GG, HH (30 days)	A, C, V, X, Y, GG (up to 10 days), HH (45 days)	A, C, X, Y, HH (90 days)
Aggravated Assault of a School Employee and/or School Resource Officer (SRO) *Zero Tolerance Offense	A, W, X, Y	A, X, Y	A, X, Y	A, X, Y
Sexual Harassment**	A, B, F, O, P, Q, T, U, Y, EE, GG (up to 10 days) HH (20 days)	A, O, Q, U, V, Y, EE, GG (up to 10 days) HH (45 days)	A, Q, V, Y, EE, HH (90 days)	A, F, Q, Y, EE, HH (180 days)

Sexual Misconduct and/or Indecent Exposure**	A, B, F, O, Q, T, U, V, Y, GG (up to 10 days) HH (20 days), JJ	A, F, Q, U, V, W, Y, EE, GG (up to 10 days) HH (45 days), JJ	A, F, V, Y, HH (60 days), JJ	A, F, V, Y, HH (90 days), JJ

**When deciding what disciplinary action should be taken for fighting, the Administrator may consider a different consequence to the involuntary mutual combatant based upon the results of the investigation.*

***When deciding what disciplinary action should be taken, the Administrator may consider the severity of the offense and may impose a more severe consequence.*

Attendance Incidents

The Hamilton County Board of Education believes in the establishment of a tradition of regular school attendance for each student. Attendance establishes the first step toward a successful academic career culminating in a high school diploma, and this is an essential concept to learn for the job market. Presence in school is a key factor in student achievement, and therefore, students are expected to attend each day that school is in session.

Incident	1st Consequence	2nd Consequence	3rd Consequence	4th – 10th Consequence
Class Cut During School Day (Skipping)	A ,B, I, L, N, O, P, KK	A, F, J, L, N, O, P, EE, KK	A, I, L, P, Q, KK	A, I, P, Q, T, U, V, GG (up to 10 days), KK
Class Cut from School. Not attending the entire day. (Skipping)	A, B, J, L, N, O, P, EE	A, F, J, L, N, O, P	A, F, Q, T, GG (up to 10 days)	A, F, I, Q, U, V, GG (up to 10 days)
Leaving Campus without permission (per semester)	A, B, J, L, N, O, P, EE, KK	A, J, L, O, P, Q, EE, KK	A, J, K, P, Q, T, EE, GG (up to 10 days), KK	A, J, K, O, P, Q, S, U, V, W, EE, GG (up to 10 days), KK
Out of assigned area	A, I, L, N, O, P	A, J, L, O, P, EE	A, K, N, O, P, Q	A, P, Q, T, U, V, GG (up to 10 days)
Tardiness, Habitual (4 in a 9 week/quarter; one particular class/period. On 4th tardy a teacher referral will be submitted to School Administration)	4th Tardy to a Class/Period. A, B, I, P	For 5th Tardy to a Class/Period. A, B, J, Q, EE	For 6th Tardy to a Class/Period A, J, L, P, T, U	7 or more Tardies to a Class/Period A, G, J, K, L, P, Q, U, V, GG (up to 10 days)
Truancy/Absentee (3 days unexcused for entire school year)	3 Unexcused Absences: A, B (Parent Contact by recommended robo call)	5 Unexcused Absences: A, B, EE (Parent contact made by sending a letter home) Tier One Intervention	8-10 Unexcused Absences: A, B, F, L, O, P, Q, S, KK Tier Two Intervention	If student continues to accrue Unexcused Absences: A, B, F, L, O, P, Q, S, GG (up to 10 days), KK Tier Three Intervention

Disruptive Incidents

The Hamilton County Board of Education expects all students to treat each other with civility and respect and not to engage in behavior that is disruptive or violent. Hamilton County students are expected to behave in a way that does not interrupt the education of other students. Board policy addresses conduct taking place on school grounds, at any school-sponsored activity, on school-provided transportation, or at any official school bus stop immediately before boarding and immediately following debarking.

Board policy also addresses any conduct taking place off of school property or outside of the school sponsored activity if this conduct is directed at a specific student or students and has the effect of either creating a hostile educational environment or substantially disrupting the educational environment or learning process. *School Board Policy 6.304*

Incident	1st Consequence	2nd Consequence	3rd Consequence	4th – 10th Consequence
Disobedience-Insubordination	A, B, O, P, L, T	A, L, O, Q, S, U, EE	A, G, Q, U, V, GG (up to 10 days)	A, G, Q, V, GG (up to 10 days), HH (20 days)
Disruptive Behavior-Minor (Unruly)	A, B, H, I, N, O, P, Q	A, I, L, Q, T, U, EE	A, P, Q, S, U, V	A, G, P, Q, V, GG (up to 10 days)
Disruption on Campus-Major/Substantial	A, B, O, Q, S, U, V, Y, GG (up to 10 days), HH (20 days)	A, Q, U, V, Y, EE, GG (up to 10 days), HH (45 days)	A, F, Q, U, V, Y, GG (up to 10 days), HH (60 days)	A, F, Q, U, V, Y, HH (4 th -90 days, 5 th -180 days, 6 th -365 days)
Distribution-sale of unauthorized materials (non-criminal)	A, C, H, I, N	A, C, H, J, L, N, O, P, EE	A, C, H, Q, T	A, C, Q, U, V, GG (up to 10 days) (School Confiscation/Return to parent/guardian at end of school year)
Falsification-Misrepresentation (lying, forgery of signature)	A, I, J, N, P, T	A, I, J, L, O, P, Q, T, EE	A, P, Q, S, T, U, Y	A, G, U, V, Y, GG (up to 10 days)
False Bomb/Shooter Threat	A, B, F, O, Q, U, V, Y, GG (up to 10 days) *HH (20 days)	A, V, Y, EE, GG (up to 10 days), *HH (30 days)	A, Y, GG, (up to 10 days), *HH (45 days)	A, Y *HH (90 days)
False Fire Alarm/911	A, B, F, U, Y, GG (up to 10 days) *HH (20 days)	A, V, Y, EE, GG (up to 10 days) *HH (30 days)	A, Y, GG (up to 10 days) *HH (45 days)	A, Y *HH (4 th -60 days, 5 th -90 days)

Disruptive Incidents (continued)

Incident	1st Consequence	2nd Consequence	3rd Consequence	4th – 10th Consequence
Gambling	A, B, C, F, I, N, O, P, T	A, C, I, L, P, Q, U, Y, EE	A, I, P, T, V, Y	A, C, G, V, Y, GG (up to 10 days)
Gang Activity	A, B, Q, U, Y	A, G, V, W, Y, EE, GG (up to 10 days)	A, G, Y, HH (20 days)	A, Y, HH (4 th - 45 days, 5 th - 60 days, 6 th - 90 days, 7 th - 180 days)
Inciting a disturbance	A, B, L, P, Q, T, U, V, Y, GG (up to 10 days), *HH (20 days)	A, F, P, Q, U, V, Y, EE, GG (up to 10 days) *HH (30 days)	A, V, Y, GG (up to 10 days), *HH (45 days)	A, U, V, Y, GG (up to 10 days), *HH (90 days)
Passing/Producing counterfeit money	A, B, C, L, P, T, Y	A, C, F, Q, U, Y, EE	A, C, V, W, Y, GG (up to 10 days)	A, C, V, Y, GG, HH (20 days)
Profanity- Directed towards a Staff Member	A, B, G, Q, U, V, W, Y, GG (up to 10 days), HH (20 days)	A, EE, V, Y, GG (up to 10 days), HH (45 days)	A, Y, GG (up to 10 days), HH (90 days)	A, Y, HH (180 days)
Profanity- Use of insulting-obscene language	A, B, I, L, P, Q, T, U	A, J, L, Q, U, V, EE	A, K, L, P, Q, V	A, K, P, Q, T, U, V, W, GG (up to 10 days)
Prohibited-Distracting Items-Possession-Use (laser pointer, bull horn, etc.)	A, C, H	A, B, C, H, I, L, P, EE	A, C, F, H, L, P, T	A, C, G, U, V, GG (up to 10 days) *School Confiscation until the end of the school year
Trespassing	A, H, L, P, T	A, F, Q, T, U, W, Y, EE	A, G, Q, U, V, Y, GG (up to 10 days)	A, Q, V, Y, GG (up to 10 days), HH (4 th - 20 days, 5 th - 30 days, 6 th -45 days, 7 th -90 days)

Property Incidents

A student will be held responsible for the cost of replacing any materials or property which is lost or damaged, including textbooks, library books, equipment and buildings. All money collected shall be placed in the system-wide school fund.

Incident	1st Consequence	2nd Consequence	3rd Consequence	4th – 10th Consequence
Arson-Starting a fire on campus	A, B, D, F, G, R, U, V, Y, EE, GG (up to 10 days), HH (20 days)	A, B, D, G, V, W, Y, GG (up to 10 days), HH (45 days)	A, D, V, Y, HH (90 days)	A, D, Y, HH (4 th -180, 5 th -365 days)
Burglary- Unlawful breaking/entering into a school facility or property	A, B, D, O, R, S, U, V, Y, EE, GG (up to 10 days), HH (20 days), KK	A, D, F, O, S, V, Y, GG (up to 10 days), HH (45 days), KK	A, D, V, Y, HH (60 days), KK	A, D, V, Y, HH (4 th -90 days, 5 th - 120 days), KK
Technology- Inappropriate Use	A, B, L, N, O, P, Q, T, U, V, Y, GG (up to 10 days), II	A, B, F, L, O, P, Q, T, U, V, EE, GG (up to 10 days)	A, P, Q, U, V, GG (up to 10 days)	A, U, V, HH (4 th -20 days, 5 th - 30 days, 6 th - 45 days, 7 th -90 days)
Technology- Illegal use (Computers and/or Network)	A, B, D, O, S, V, W, Y, GG (up to 10 days), HH (20 days)	A, B, S, V, W, Y, EE, GG (up to 10 days), HH (30 days)	A, V, Y, HH (45 days)	A, V, Y, HH (4 th -90 days, 5 th - 180 days)
Theft-Minor Less than \$100	A, B, D, L, P, T, U, V, Y	A, B, D, F, Q, U, V, Y, EE	A, B, D, Q, V, Y	A, B, D, Q, V, W, Y, GG (up to 10 days), HH (4 th -20 days, 5 th -30 days, 6 th -45 days)
Theft- Moderate \$101-\$500	A, B, D, Q, U, V, Y, GG (up to 10 days)	A, B, D, F, Q, V, Y, EE, GG (up to 10 days)	A, B, D, Q, V, W, Y, GG (up to 10 days), HH (20 days)	A, D, V, W, Y, GG, HH (4 th -30 days, 5 th -45 days, 6 th -60 days)
Theft- Grand More than \$500	A, B, D, F, G, O, Q, V, W, Y, EE, GG (up to 10 days), HH (30 days)	A, D, Q, V, Y, EE, GG (up to 10 days), HH (45 days)	A, D, Q, V, Y, GG (up to 10 days), HH (60 days)	A, D, V, Y, HH (90 days)
Theft/Motor Vehicle	A, B, D, O, Y, EE, HH (45 days), KK	A, Y, HH (90 days), KK	A, Y, HH (180 days), KK	A, Y, HH (365 days), KK
Vandalism Less than \$100	A, B, D, L, O, N, P, Y, EE	A, B, D, F, Q, T, Y, EE	A, D, Q, U, Y, EE	A, D, V, Y, EE, GG (no more than 10 days), HH (20 days)
Vandalism/Damage to Property \$101- \$1000	A, B, D, F, O, Q, U, V, Y, EE, GG (up to 10 days)	A, B, D, V, Y, EE, GG (up to 10 days), HH (20 days)	A, D, V, Y EE, GG (up to 10 days), HH (45 days)	A, D, V, Y EE, HH (60 days)
Vandalism/Damage to property More than \$1000	A, B, D, F, O, V, Y EE, GG (up to 10 days), HH (20 days)	A, D, F, V, Y EE, GG (up to 10 days), HH (45 days)	A, D, Y EE, GG (up to 10 days), HH (90 days)	A, D, Y, EE, HH (180 days)

Rule Violation Incidents

Incident	1st Consequence	2nd Consequence	3rd Consequence	4th – 10th Consequence
Cell Phone Violation	A, C, H (If parent is unable to pick up, then school holds for three days)	A, C, EE (School confiscates for 5 school days)	A, C (School confiscates for 10 school days)	A, C (4th-School Confiscates 20 school days; 5th-Confiscates for 45 school days; 6th-Confiscates for 90 school days)
Cell Phone/Electronic Devices Violation (Offensive/unlawful use or publication)	A, C, G, N, O, S, U, V, Y, GG (up to 10 days), HH (20 days) (School/law enforcement confiscates until deemed appropriate to give back to parent/guardian)	A, C, G, S, V, Y, EE, GG (up to 10 days), HH (45 days) (School/law enforcement confiscates until deemed appropriate to give back to parent/guardian)	A, C, V, Y, GG (up to 10 days), HH (60 days) (School/law enforcement confiscates until deemed appropriate to give back to parent/guardian)	A, C, U, V, X, Y, HH (90 days) (School/law enforcement confiscates until deemed appropriate to give back to parent/guardian)
Cheating/Plagiarism (A zero may be given)	A, EE	A, J, L, P, EE	A, K, O, P, Q, EE	A, G, Q, T, U, V, EE, GG (up to 10 days)
Detention- Unserved (1 chance to make up day)	A, EE	A, J, EE	A, P, EE	A, Q, T, U, V, GG (up to 10 days), EE
Dress Code Violation*	A, B, P, EE	A, B, G, I, L, N, O, P, EE	A, F, J, L, Q, EE	A, K, P, Q, S, T, U, V, EE, GG (up to 10 days)
Saturday School- Unserved (1 chance to make up day)	A, P, EE	A, O, P, EE	A, Q, S, EE	A, Q, S, T, U, V, EE, GG (up to 10 days)

**Correct the issue (ie: take off jacket, hoodie, tuck in shirt, etc.). If the school has a clothes closet, provide clothes so the student can get into the dress code. Call parent/guardian and have them bring correct clothing. ISS will be used as a last resort after repeated violations.*

School Bus Behavior Incidents

By law, school bus transportation is a privilege and not a right. A student shall be prevented from using bus transportation if his/her behavior physically endangers other riders, causes problems on the school bus, or when he/she breaks state and/or local rules and regulations pertaining to school bus transportation. All bus referrals need to be documented in PowerSchool and kept on file at the school. School Administrators need to ensure that all bus infractions/referrals and consequences are reported to the District Transportation Director in a timely and appropriate manner.

***Any incident/offense which takes place on a school bus and/or school transportation will result in the same consequence as if this offense happened on school grounds or at a school function. The following bus consequences are in addition to any other consequences that apply to the Code of Acceptable Behavior (COAB).**

Incident	1 st Consequence	2 nd Consequence	3 rd Consequence	4 th – 10 th Consequence
<u>Level One Violation</u> 1. Eating, drinking on the bus. 2. Failure to sit as assigned by the bus driver. 3. Attempting to board the wrong bus or getting on or off at the wrong stop.	A, B, AA	A, F, G, EE	A, BB	A, W, BB, CC, FF
<u>Level Two Violation</u> 1. Disrupting, distracting, and disobeying the bus driver. 2. Failure to utilize required safety equipment. 3. Getting out of the seat while the bus is in motion. 4. Loud talking, spitting, and/or inappropriate remarks at students, pedestrians and motorists. 5. Placing body parts out of the window.	A, B	A, F, G, BB, EE	A, W, BB, CC	A, W, BB, CC, DD, FF
<u>Level Three Violation</u> 1. Opening the emergency door or exits. 2. Threats against the driver, attendant or passengers. 3. Profanity directed at the bus driver or bus attendant. 4. Fighting or smoking. 5. Throwing objects out of the bus window or at the bus. 6. Vandalism of seats or other bus equipment. 7. Sexual harassment, behavior, and/or conduct.	A, D, F, G, W, BB, CC, EE	A, D, G, W, CC, DD	A, D, G, W, BB, CC, FF	Not applicable

Substance Abuse/Drug Incidents

Students will not possess, distribute or be under the influence of illegal drugs or alcoholic beverages in school buildings or on school grounds, in school vehicles or buses, or at any school-sponsored activity at any time, whether on or off school grounds. Students will not market or distribute any substance which is represented to be or is substantially similar in color, shape, size or markings to a controlled substance in school buildings or on school grounds, in school vehicles or buses, or at any school-sponsored activity at any time, whether on or off school grounds.

Incident	1st Consequence	2nd Consequence	3rd Consequence	4th – 10th Consequence
Alcohol Sale- attempted sale, Transmittal	A, B, C, E, G, Y, EE, HH (20 days), KK	A, B, C, E, G, Y, EE, HH (30 days), KK	A, B, C, E, Y, EE, HH (45 days), KK	A, B, C, E, Y, EE, HH (60 days), KK
Alcohol- use, possession, under the influence	A, B, C, E, G, Y, EE, HH (30 days), KK	A, B, C, E, G, W, Y, EE, HH (45 days), KK	A, B, C, E, Y, EE, HH (90 days), KK	A, B, C, E, Y, EE, HH (180 days), KK
Drug Paraphernalia- Possession	A, B, C, E, F, G, R, W, Y, EE, HH (20 days), KK	A, B, C, E, Y, HH (30 days), KK	A, B, C, E, Y, HH (45 days), KK	A, B, C, E, Y, HH (60 days), KK
Illegal Drug- Possession, use, under the influence *Zero Tolerance Offense	A, B, C, E, G, X, Y, KK	A, B, C, E, G, X, Y, KK	A, B, C, E, X, Y, KK	A, B, C, E, X, Y, KK
Illegal Drug Sale- attempted sale, transmittal *Zero Tolerance Offense	A, B, C, E, G, W, X, Y, KK	A, B, C, E, G, W, X, Y, KK	A, B, C, E, X, Y, KK	A, B, C, E, X, Y, KK
Over-the-counter Medication- unauthorized use, possession	A, C, H, I, L, N, O, P, EE	A, B, C, F, H, J, O, Q, R, T	A, B, C, G, S, U, V, GG (no more than 10 days)	A, B, C, E, I, V, GG (no more than 10 days), HH (20 days)
Over-the-counter Medication- sale, attempted sale, transmittal	A, B, C, H, Q, EE	A, B, C, F, G, H, O, Q, R, U, EE	A, B, C, S, V, W, GG (no more than 10 days)	A, B, C, GG (no more than 10 days), HH- (20 days)
Tobacco- use, possession, sale, transmittal	A, B, C, H, I, Y, EE	A, B, C, E, H, J, L, O, P, R, S, Y, EE	A, B, C, Q, T, Y, EE	A, C, T, U, V, Y
Vape- use, possession, sale, transmittal * Possible Zero Tolerance Offense if it is determined the student is under the influence of an illegal drug, and/or if the contents of the device has a concentration of more than 0.3% of THC or any other "Scheduled Drug" as defined by Tennessee state law.	A, B, C, H, I, P (education/counseling can take place), Y	A, B, E, J, N, O, Q, T, Y	A, V, Y, GG (no more than 10 days)	A, Y, HH (20 days)

Other Criminal Incidents

Incident	1 st Consequence	2 nd Consequence	3 rd Consequence	4 th – 10 th Consequence
Extortion	A, B, D, G, R, V, Y, GG, HH (20 days)	A, Y, HH (45 days)	A, X, Y, HH (60 days)	A, X, Y, HH (90 days)
Other Serious Incident/Delinquent Act	A, B, D, G, R, W, Y, GG, HH (20 days)	A, B, D, R, Y, HH (45 days)	A, B, D, R, Y, HH (60 days)	A, B, D, R, Y, HH (90 days)
Robbery or Attempted Robbery	A, B, D, G, R, W, X, Y, HH (45 days)	A, D, Y, HH (90 days)	A, D, Y, HH (180 days)	A, D, Y, HH (365 days)
Weapons- (Possession, use, transmittal) *Zero Tolerance Offense	A, B, C, G, R, X, Y	Not Applicable	Not Applicable	Not Applicable

Homicide, Kidnapping or Abduction, Robbery (Armed) or attempted armed robbery, and/or Sexual Battery/Rape (Actual or Attempted), must be reported immediately to local law enforcement, Learning Community Executive Director, Chief School Officer, and Chief of Operations.

Homicide	A, X, Y	Not Applicable	Not Applicable	Not Applicable
Kidnapping or Abduction	A, X, Y	Not Applicable	Not Applicable	Not Applicable
Robbery (Armed) or attempted armed robbery *Zero Tolerance Offense	A, X, Y	Not Applicable	Not Applicable	Not Applicable
Sexual Battery/Rape (Actual or Attempted)	A, X, Y	Not Applicable	Not Applicable	Not Applicable

*Off-campus criminal behavior that results in the student being legally charged with an offense that would be classified as a felony if the student was charged as an adult or if adjudicated delinquent for an offense that would be classified as a felony if the student was an adult, or if the student was convicted of a felony, and the student's continued presence in school poses a danger to persons or property or disrupts the educational process. TCA 49-6-3401. If an offense happened on school campus or at a school-sponsored event, then Law Enforcement and the District Office must be notified.

Glossary

** These terms and definitions are to be used solely to guide the interpretation of the offenses ranges.*

Word/Term	Definition
Arson	The criminal act of deliberately setting fire to property.
Assault	Intentionally, knowingly or recklessly causes bodily injury to another; Intentionally or knowingly causes another to reasonably fear imminent bodily injury; or Intentionally or knowingly causes physical contact with another and a reasonable person would regard the contact as extremely offensive or provocative. (TCA 39-13-101)
Bullying	Unwanted, aggressive, repeated behavior that involves a power imbalance and places a student in reasonable fear and causes a hostile educational environment.
Burglary	Entry to a building illegally with intent to commit a crime, especially theft.
Cheating/ Plagiarism	Cheating is any act of dishonesty, deception, or unfairness in order to gain an advantage in classwork and/or tests. Plagiarism is the practice of taking someone else's work or ideas and passing them off as one's own
Controlled Substance	Generally a drug or chemical whose manufacture, possession, or use is regulated by a government, such as illicitly used drugs or prescription medications that are designated by law.
Cyberbullying	Bullying that takes place using electronic technology. Electronic technology includes devices and equipment such as cell phones, computers, and tablets, as well as communication tools including social media sites, text messages, chat sites, and websites. Examples may include mean text messages or emails, or rumors sent by email or posted on social network sites, and embarrassing pictures, videos, websites, or fake profiles.
Detention	The punishment of being kept in school after regular hours.
Disruption (Minor)	Disturbance or problems which interrupt an event, activity or process in a small setting. (Classroom, etc.)
Disruption (Major/ Substantial)	An incident which results in the temporary suspension of the educational process due to a school evacuation, interference with learning activities/educational process, and/or requires the intervention of outside agencies such as the police or fire department.
Dress Code	The formal imposed standards of dress at a particular school.
Drug Paraphernalia	Equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, concealing, containing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance.
Drugs	A medicine or other substance which has a physiological effect when ingested or otherwise introduced into the body.
E-Cig, Juul, Vape	A cigarette-replacement device containing a nicotine-base liquid that is vaporized and inhaled.
Evening School	The placement of a student at school after regular hours in lieu of attending classes during the regular school day.
Expulsion	A long term, complete exclusion from school and activities, from 11 days to 365 days.

Extortion	The practice of obtaining something, especially money, through force or threats.
Felony	A crime, typically one involving violence, regarded as more serious than a misdemeanor, and usually punishable by imprisonment for more than one year or by death.
Fighting Major (Mutual Combat)	When two or more persons mutually participate in a hostile, physical encounter/altercation involving serious force/violence that results in injury requiring professional medical attention and/or brings about a major campus disruption.
Firearm	A rifle, pistol, or other portable gun.
Forgery	Produce a copy or imitation of (a document, signature, banknote, or work of art) for the purpose of deception.
Gambling	Playing games of chance for money or something that has monetary or social value.
Gang Activity	An activity that involves an organized group of criminals.
Harassment	(Sexual, racial, ethnic, religious) Includes words, gestures, threats, or any other conduct that is severe, pervasive or persistent and creates a hostile environment that interferes with or limits a student's ability to participate in or benefit from services, activities, or opportunities offered by the school.
Hazing	Any act intended to or reasonably be expected to have the effect of humiliating, intimidating or demeaning a student or endangering the mental or physical health of the student committed by an individual or group against a student in connection with pledging, being initiated into, affiliating with, holding office in, or maintaining membership in any organization affiliated with any school or program operated by the school district.
Inciting a Disturbance	The encouragement of confrontations, fights, disruptions, and/or any violation of the Code of Acceptable Behavior (COAB), that are reasonably foreseeable to negatively impact the school community and/or cause substantial disruption on school campus or during a school-sponsored event. Encouragement includes but is not limited to knowingly using: 1) an electronic device/social media to incite a disturbance 2) racial slurs/epithets of any kind or any form of discrimination.
In-School Suspension	The punishment of being at school during regular school hours in a specific classroom and/or area designated for discipline infractions.
Insubordination	Defiance of authority; refusal to obey orders from a school employee.
Legend Drug	Drugs that are approved by the US Food and Drug Administration (FDA) and that are required by federal or state law to be dispensed to the public only by prescription of a licensed physician or other licensed provider.
Over the Counter Medication	Medicines sold directly to a consumer without a prescription from a health care professional.
Profanity	Blasphemous, indecent or obscene language.
Robbery	Taking another person's possession or money by force or fear.
Saturday School	The placement of a student for a punishment on a Saturday for an allotted amount of time.
Sexual Battery	The act of intentionally or recklessly engaging in or causing offensive or unwanted sexual contact with a person's body. An unwanted form of sexual contact with an intimate part of someone's body.

Sexual Harassment	Behavior characterized by the making of unwelcome and inappropriate sexual remarks or physical advances in a school, workplace, or other professional or social situation.
Skipping	Attending school and then not going to a scheduled or required class and/or leaving home and not arriving at school for an entire class or day.
Stealing	Taking another person's property without their permission or knowledge.
Suspension	A temporary, complete exclusion from school and activities from 1-10 days.
Tardy	Not being in a designated place or area at the designated scheduled time.
Theft	The action or crime of stealing.
Threats	Threatening a person with the intent to take their money or property, or causing them to do anything against their will. Any threat to do harm to self or others will be taken seriously.
Trespassing	Unlawfully entering a public school, grounds, or school bus.
Truancy	Any intentional, unjustified, unauthorized, or illegal absence from compulsory education. It is an absence caused by students of their own free will and usually does not refer to legitimate excused absences, such as the ones related to medical conditions.
Vandalism	Action involving deliberate destruction of or damage to public or private property.
Weapon	Anything designed or used for inflicting bodily harm or physical damage.
Zero Tolerance Offenses	Any of the following offenses are considered to be Zero Tolerance (ZT) Offenses. In accordance with state law, any student who commits a ZT Offense will be expelled for a period of not less than one (1) calendar year. The Director of Schools shall have the authority to modify this expulsion requirement on a case-by-case basis. Students shall be held accountable while in school buildings, or on school grounds at any time, or in school vehicles and/or busses or off the school grounds at a school-sponsored activity, function or event. Offenses: (1) A student shall not possess, handle, transmit, use or attempt to use any dangerous weapon (dangerous weapons for the purpose of this policy shall include but are not limited to a firearm or anything manifestly designed, made, or adapted for the purpose of inflicting death or serious injury or anything that in a manner of its use or intended use is capable of causing death or serious bodily injury). (2) A student who unlawfully possesses or is under the influence of any drug including any controlled substance or legend drug. (3) Any student who commits aggravated assault or commits an assault that results in physical contact with any teacher, principal, administrator, any other employee of the school, or school resource officer (SRO). (4) Any student who transmits by an electronic device a credible threat to cause bodily injury or death to another student or school employee and the threat causes actual disruptive activity at the school.

Student Disciplinary Procedures

Any administrator may suspend any student from school, from any school-related activity on or off campus, from a specific class or classes (i.e., in-school suspension), or from riding a school bus for any misconduct prejudicial to good order and discipline, including, but not limited to, any misconduct described more particularly in the Board's Code of Acceptable Behavior or Zero Tolerance policies, or any misconduct that violates the law. ¹ *School Board Policies 6.302 and 6.3021.*

Procedures for suspensions ²

Unless the student's continued presence in the school, class or school-related activity presents an immediate danger to the student or other persons or property, no principal shall suspend any student until that student has been advised of the nature of his/her misconduct, questioned about it and allowed to give an explanation.

Upon suspension of any student, including an in-school suspension, the principal shall make an immediate attempt to contact the parent or guardian to inform him or her of the suspension, the reason for the suspension, and any conditions on readmission to the school. Within twenty-four (24) hours, the principal shall provide this same information in writing to the Chief Operations Officer (COO).

The student shall not be sent home before the end of the school day unless the parent or guardian has been contacted.

Suspensions in excess of five (5) days³

For any suspension in excess of five (5) days, whether in-school or out-of-school, the principal shall develop a behavioral intervention plan. If the student has a disability, the principal shall notify the case manager and collaborate with the student's IEP team or Section 504 committee.

Suspensions in excess of ten (10) days⁴

If at the time of the suspension the principal determines that an offense has been committed which, in the judgment of the principal, would justify a suspension for more than ten (10) days, he/she may suspend the student unconditionally for a specified period of time or upon such terms and conditions as are deemed reasonable.

The principal shall immediately give written or actual notice to the parent or guardian and the student of the right to appeal the decision to suspend for more than ten (10) days. All appeals must be filed, orally or in writing, within five (5) days after receipt of the notice and may be filed by the parent or guardian, the student, or any person holding a teaching license who is employed by the school system if requested by the student. The appeal from this decision shall be to the disciplinary hearing authority per Board Policy No. 6.3022.

If the suspension occurs during the last ten (10) days of any term or semester, the student shall be permitted to take final examinations or submit required work as necessary to complete the course of instruction for that semester, subject to conditions prescribed by the principal.⁵

Students found to be eligible for special education shall only be suspended in accordance with Board Policy No. 6.3023 governing such suspensions.

In-school suspensions⁶

For purposes of this Code, in-school suspensions include any removal of a student from a regular class or classes and assigning that student to a restricted class, night school, or some other program at the same school.

Students given an in-school suspension shall attend either special classes designated only for students being disciplined for misconduct or be placed in an isolated area appropriate for study.

Personnel responsible for in-school suspension will see that each student is supervised at all times and has textbooks and classwork assignments from his/her regular teachers. Students given in-school suspension shall be required to complete academic assignments and shall receive credit for work completed.

1. T.C.A. § 49-6-3401(a) and (b) 2. T.C.A. § 49-6-3401(c) 3. T.C.A. § 49-6-3401(c)(3) 4. T.C.A. § 49-6-3401(c)(4)
5. T.C.A. § 49-6-3401(d) 6. T.C.A. § 49-6-3401(b)

Student Disciplinary Appeals

Disciplinary hearing authority¹

A disciplinary hearing authority (DHA) will conduct hearings for students who have been suspended for more than ten (10) school days. The DHA will have the authority to determine guilt or innocence of any disciplinary case and, subject to the provisions of T.C.A. § 49-6-3401 and Board Policy Nos. 6.302 and 6.3021, appropriate consequences.

Constitution of the DHA

The DHA will operate under the office of the Chief Operating Officer (COO). Each year in July, the Board will appoint up to nine (9) licensed employees to serve on the DHA. Three members of the DHA will constitute a quorum for the hearing of any case.

The COO shall appoint a chair of the DHA from the members appointed by the Board. The chair will be trained appropriately in the conduct of disciplinary hearings.

The chair shall schedule a hearing within forty-eight (48) hours of the timely request of a student, parent, guardian, or teacher acting on the student's behalf. In no event will the hearing be scheduled more than ten (10) days after the commencement of the suspension.

The chair shall assign members of the DHA to sit as the panel hearing each case. The chair is responsible for having the hearing recorded or transcribed.

Conduct of the hearing

During the hearing, the chair will announce on the record the purpose of the hearing, including the nature of the offense, the date the offense occurred, and the date the appeal was lodged. The chair will ask each

member of the DHA to introduce himself/herself on the record and will then ask the administrators and the student to introduce themselves as well. The chair will then describe the process the DHA will observe during the course of the hearing.

The administration will set forth the basis for its belief that the student engaged in misconduct warranting a suspension in excess of ten (10) days. This explanation may consist of a summary of any investigation presented by the charging administrator, or it may consist of one or more witnesses as the administration deems appropriate. The DHA may ask such questions as it deems necessary to ensure a clear understanding of the case. Neither the student nor his parents/guardians may cross-examine the administration or the administration's witnesses.

After the administration has presented the violations of the COAB and the DHA has questioned the administrators and their witnesses to their satisfaction, the student may respond. The student may speak on his/her behalf and may call such witnesses as are willing to speak for the student. The DHA may question the student and anyone speaking on the student's behalf. The administration may not cross-examine the student, parents, and/or any witnesses speaking on behalf of the student.

While the student may have counsel present during the hearing, counsel may not examine or cross-examine any witnesses, nor may counsel advocate on behalf of the student.²

After the administration and the student have both explained their respective positions, the DHA shall retire to deliberate off the record and to make a decision. The first issue for the DHA to decide is whether the student engaged in the misconduct alleged. If the DHA confirms the violation, then, except in the case of a zero-tolerance offense set forth in Board Policy No. 6.309, the DHA has the authority to decide the appropriate consequence within the scope set forth in Board Policy No. 6.302.

Upon reaching a decision, the DHA shall reconvene on the record and shall announce one of the following decisions:³

1. To affirm the decision of the school principal;
2. To order removal of the suspension unconditionally;
3. To order removal of the suspension upon such terms and conditions as it deems reasonable;
4. To remand the student to an alternative placement; or
5. To suspend the student for a specified period of time.

The DHA shall provide the student, parent/guardian, and administration of its written decision no later than five (5) days of the hearing. As part of this notice, the DHA shall explain the right of the parties to appeal to the COO, as the designee of the director of schools, and the Board. In the case of a zero-tolerance offense, the notice shall indicate that the COO, as the director of schools designee, has the sole discretion whether to modify the statutory 365-day suspension.

Appeal to the Chief Operations Officer⁴

Any student, parent/guardian, or administrator who is dissatisfied with the decision of the DHA has the right to lodge an appeal with the COO, who shall serve as the designee of the director of schools. He/she shall have broad discretion to decide a student's culpability and appropriate consequences. He/she shall have sole discretion to modify 365-day suspensions established by state law and Board policy.

Appeal to the Board of Education⁵

If the student, parent/guardian, or administrator is dissatisfied with the decision of the COO, he/she may request the Board review the decision. As part of any such review, the COO and the chair of the DHA shall prepare the record, a summary of the proceedings and explanation of any decision, and a summary of the position of the administration and the student or parent/guardian, and submit these to the Board under seal.

The Board, at its next regular meeting, shall vote whether to sustain the decision on the record, to reverse or modify the decision on the record, or to grant a new hearing. The Board does not have the jurisdiction to modify the consequences for a zero-tolerance offense.

If the Board votes to grant a new hearing, any such hearing shall be closed to the public unless the student or parent/guardian, within five (5) days, requests that the hearing be open. Any such hearing shall operate as would any DHA hearing except that, in the event of an open hearing, the Board shall not retire to deliberate. At the conclusion, the Board may affirm the decision of the COO or modify the decision of the COO, to include the imposition of a more severe consequence.

Oversight of the student disciplinary process

The COO shall establish procedures pursuant to which all cases of discipline are overseen by his/her office. These procedures will include means whereby principals report any suspension, including in-school suspensions, to his/her office; forms whereby parents/guardians are aware of their student's suspension and their rights to appeal; and a process whereby the panels of the DHA are aware of similar cases within the district that might serve as precedent to ensure consistent application of the Board's Code of Acceptable Behavior and other Board policies.

1. T.C.A. § 49-6-3401(c)(4) and (5)
2. Newsome v. Batavia Local School District, 842 F.2d 920 (6th Cir. 1988)
3. T.C.A. § 49-6-3401(6)
4. T.C.A. § 49-6-3401(6)
5. T.C.A. § 49-6-3401(6)

Disciplinary Procedures for Students Receiving Special Education

The purpose of board policy is to inform students, parents/guardians, and educators in general terms of the procedures governing the discipline of students with disabilities under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act (Section 504). In the event of an apparent conflict between board policy and the provisions of federal law, federal law shall control.

Limits on suspensions

Administrators may suspend students with disabilities for misconduct just as they would non-disabled students for up to ten (10) days during the course of any given school year.¹

At any time an administrator determines that a student with disabilities should be suspended for five (5) days, or if any given suspension, when added to previously imposed suspensions, exceeds the total of five (5) days, the principal shall have the student's case manager convene an IEP team or Section 504 committee meeting as soon as practicable for the purpose of developing a behavioral intervention plan (BIP) and, if necessary, revising the IEP or Section 504 plan.²

The team must consider whether the IEP or Section 504 is appropriate to the student's needs and, if so, whether it is being implemented appropriately. It is the Board's intention that the school administration and the IEP team or Section 504 committee will collaborate to develop appropriate interventions aimed to reduce the need for further disciplinary measures.

For any given suspension that would exceed ten (10) days, or for any suspension that, when combined with previous suspensions, would exceed a total of ten (10) days for any given school year, the school principal shall immediately ask the Office of Exceptional Education (in the case of a student receiving services under the IDEA) or Student Services (in the case of a student receiving services under Section 504) to convene a manifestation determination review (MDR) to determine whether the student conduct was a manifestation of his/her disability such that the student cannot be held responsible for his/her actions. The MDR shall operate in accordance with this policy and the requirements of federal law.³

Manifestation determination review (MDR)

The MDR will consist of the parents/guardians of the student, the principal or his/her designee, someone from the Office of Exceptional Education or Student Services, and such other members of the IEP team or Section 504 committee as may be appropriate.⁴

The MDR shall meet within ten (10) days of the decision to suspend the student to determine whether the behavior was a manifestation of the student's disability. The MDR shall consider all relevant information, including the IEP, teacher observations, and the most current evaluations of the student. The MDR shall also consider any functional behavioral assessment (FBA) and any behavioral intervention plan (BIP). The MDR shall also consider whether the student's behavior might be a manifestation of any suspected disability voiced by any parent/guardian or considered by any member of the IEP team or Section 504 committee.

For behavior that is a manifestation.⁵

If the MDR is unable to rule out a known or suspected disability as a cause of or a direct and substantial factor in the student's misconduct, then it shall take appropriate steps to address the educational needs of the student, including conducting an FBA (unless the MDR determines that any recent FBA is adequate), the developments or the refining of a BIP, and the revision of any IEP or 504 plan.

Except as set forth below, the student may not be suspended or removed from the existing educational placement but must "stay put" in that placement unless the IEP team or Section 504 committee, including the parents/guardians, agree that a more restrictive placement is appropriate for the implementation of the BIP so that the student may receive a free appropriate public education.

For behavior that is not a manifestation.⁶

If the MDR can rule out a known or suspected disability as a cause or direct and substantial factor in the student's misconduct, then the MDR shall adjourn. The student may be disciplined as would any student without disabilities per Board Policy Nos. 6.300 and 6.302.

In the case of a student receiving services under the IDEA, the case manager will coordinate with the Chief Operations Officer (COO) to ensure that the student will continue to receive any services required by the IEP during the time of his/her suspension. The case manager shall convene an IEP team meeting to discuss the change of placement if such a meeting is necessary to provide a free appropriate public education.

In the case of a student receiving services under Section 504, services will cease during the period of any out-of-school suspension. If the student is remanded to an alternative educational setting and services are required to enable the student to participate in the program, the case manager will coordinate these services with the COO.

Exceptions to "stay-put"⁷

Irrespective of whether a student's conduct may be a manifestation of his/her disability, a student may be suspended to an interim alternative educational placement for up to forty-five (45) days for:

- Carrying or possessing a dangerous weapon as defined in 18 U.S.C. § 930 on school property or at a school function;
- Knowingly using or possessing or selling or soliciting the sale of illegal drugs on school property or at a school function; or
- Inflicting serious bodily injury, meaning an injury with a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ or mental faculty, while on school property or at a school function.

An interim alternative educational placement shall not automatically be forty-five (45) days but shall be in conformity with consequences imposed on students without disabilities. The case manager shall coordinate with the COO how to provide services to any students assigned to an interim alternative educational placement.

Appeal rights for students with disabilities

Any student or parent/guardian who disputes that the student violated the Code of Acceptable Behavior, Board policy, or state law; or who disagrees with the decision of the MDR that the student's behavior was not a manifestation of a known or suspected disability; or who objects to the consequences imposed by the administrator may request a hearing before the Disciplinary Hearing Authority (DHA), the Chief Operation Officer (COO), and the Board of Education pursuant to Board Policy No. 6.3022.

Alternatively, a student or parent/guardian may request a due process hearing before an administrative law judge.⁸

1. 34 C.F.R. § 300.530(b)(1) 2. T.C.A. § 49-6-3401(c)(3) 3. 34 C.F.R. § 300.530(e) 4. 34 C.F.R. § 300.530(e)(1)
5. 34 C.F.R. § 300.530(e) and (f) 6. 34 C.F.R. § 300.530(d)(1) 7. 34 C.F.R. § 300.530(g) 8. 34 C.F.R. § 300.532

Alternative School Program

Operation

The Board shall operate an alternative school program for students in grades six through twelve (6-12) who have been suspended from regular school programs.¹

Alternative school programs shall be operated in accordance with state law and the Rules of the State Board of Education, and instruction shall proceed as nearly as practicable in accordance with the instructional programs at the student's home school.²

The director of schools shall develop procedures that provide appropriate educational opportunities for all students assigned to an alternative educational program. These educational opportunities shall utilize Tennessee's academic standards, incorporate innovative teaching strategies, deliver research-based instructional techniques, and provide the resources necessary to foster student learning and achievement.³

Annually, the director of schools or his/her designee shall submit the following information to the Department of Education:³

1. Alternative school(s) or program(s) currently in operation in the district;
2. Number and grade level of students served in an alternative education program;
3. Primary reason for student assignment to an alternative education program; and
4. Number of faculty and staff serving each alternative education program.

Assignment

Placement in an alternative educational setting shall be reserved for students who have been suspended from attending regular school programs for disciplinary reasons. Subject to more specific requirements of state and federal law, and taking into consideration the impact of exclusionary discipline practices, the director of schools and/or the disciplinary hearing authority (DHA) have discretion to remand suspended students to an alternative educational setting.⁴

Prior to the assignment of the student to an alternative school program, the director of schools or the DHA shall provide written notice to the student's parent/guardian stating the reason for the student's placement. Attendance in an alternative educational setting shall be voluntary.⁵

If a student has an IEP, a Section 504 plan, or is suspected of having a disability, all state and federal laws, rules, and regulations related to special education shall be followed. The director of schools or his/her designee shall monitor and regularly evaluate the academic progress of each student enrolled in an alternative education program.

Transition plans

The director of schools or his/her designee shall develop procedures regarding the implementation of transition plans for the integration of students entering and exiting the program.⁶

1. T.C.A. § 49-6-3402(a)

2. T.C.A. § 49-6-3402(b)

3. State Board of Education
Policy 2.302

4. T.C.A. § 49-6-3401(c) (5);
T.C.A. § 49-6-3401(g) (3)

5. T.C.A. § 49-6-3402(c)

6. T.C.A. § 49-6-3402(h)

Action Legend

Administration Guidance

- Documentation in PowerSchool and parent contact is required for all violations requiring administrative action. Discipline for IEP/504 students shall be in accordance with state and federal laws and school board policies.
- **NOTE:** The discipline matrix sets forth the guidelines for assessing consequences for violations of School Board policies. School principals have the discretion to deviate from these guidelines by assessing an appropriate consequence other than stated in the matrix if he or she determines in his or her sole discretion that there are mitigating or aggravating circumstances. *The Learning Community Executive Director must be consulted when this deviation occurs, prior to finalizing parental notification.*
- Each individual school, depending on the availability of resources and programs, can implement additional/alternative fair and reasonable consequences and/or interventions. **Parent Contact/Conference (Required for each offense)**

Action Legend

- A. Parent Contact/Conference (Required for each offense)
- B. Counseling
- C. Confiscation (When Applicable)
- D. Restitution (When Applicable)
- E. Referral to Substance Abuse Case Manager
- F. Referral to Social Worker
- G. Attendance/Behavioral Contract
- H. Parent Pick-up
- I. Detention
- J. Multiple Detentions (2-3)
- K. Multiple Detentions (4-5)
- L. Saturday School/Extended Day- Before or after school. (Student is allowed to attend classes during the regular school day)
- M. Community Service
- N. School Specific Consequence
- O. Loss of privileges
- P. In-School Suspension (1-2 days)
- Q. In-School Suspension (3-5 days)
- R. Additional Interventions
- S. Loss of Extra Curricular Activities
- T. Out-of-School Suspension (1-2 days)
- U. Out-of-School Suspension (3-5 days)
- V. Out-of-School Suspension (6-10 days)
- W. Recommendation for Behavior Intervention Program
- X. Recommendation for Expulsion (Any offense in which the principal deems a one year expulsion is appropriate)
- Y. Consultation with Law Enforcement
- Z. Alternative to Probationary Contract
- AA. Bus- Verbal or written reprimand
- BB. Bus- 3 days bus school suspension
- CC. Bus- 5-10 days bus school suspension
- DD. Bus- Expulsion from School Bus for Remainder of School Year
- EE. Administrators Conference with student and/or parent
- FF. Semester Bus Suspension
- GG. Morning/Evening School (Student does not attend school during regular school hours) *The Maximum number of days given at the school level is 10 days.
- HH. Expulsion/Suspension more than 10 days (Discipline Hearing Authority/DHA)
- II. Loss of Electronic Device/Phone
- JJ. Must Notify Child Protection Services (CPS) 423-697-6300, Department of Children's Services (DCS) 423-296-1234 [Child Abuse Hotline: 877-237-0004]
- KK. Loss of Driving/Parking Privileges on Campus
- LL. Peer Mediation/Conflict Resolution



HAMILTON **COUNTY** **SCHOOLS**



**HAMILTON
COUNTY
SCHOOLS**

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

Memorandum

To: Hamilton County Board of Education

Bryan Johnson, Ed.D.
Superintendent

From: Dr. Justin Robertson, Ed.D.
Chief Operations Officer

Date: July 16, 2020

Re: Code of Acceptable Behavior

Upon annual review, we request changes/updates be approved for our Code of Acceptable Behavior. It is consistent with State Board policy, state legislation, and the most recent court decisions. It should prove to be beneficial to everyone involved: students, parents, and school employees. We will continue to review annually and revise if needed. We feel that it is a proper guide for our school system and request approval for updates to this document.

Thank you for your consideration.

3. ****Bid Extension for Solid Waste Collection, Removal and Disposal - Justin Witt**



MEMO

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

FROM: Justin Witt

DATE: July 16, 2020

RE: Bid Extension for Solid Waste Collection, Removal and Disposal
(Bid File 13-34)

Hamilton County Department of Education issued bids for Collection, Removal and Disposal of Solid Waste on April 25, 2013. **(Bid File 13-34)**

Bids were opened May 14, 2013.

The agreement is a four (4) year base contract, with options for an additional forty-eight (48) month period at twelve (12) month increments. Base contract period is July 1, 2013 through June 30, 2017.

I recommend the twelve (12) month contract extension with BFI/Allied Waste from July 1, 2020 through June 30, 2021.

I also recommend the twelve (12) month contract extension with BFI/Allied Waste and Waste Services of Tennessee (Santek) for the special pick up dumpsters from July 1, 2020 through June 30, 2021. These are larger dumpsters that are used for clean-up and renovation projects.

Attachments:

1. Bid Tabulation Sheet
2. Copy of Bid submitted by BFI/Allied Waste
3. Original Board approved memo dated May 15, 2013

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
(423) 209-8545

April 25, 2013

INVITATION TO BID

(Contract for Refuse Removal)

Envelopes containing bids must be sent to the Purchasing Department and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. In the lower left corner of the envelope, print your company name, Bid File Number and the time and date of opening. **Bidder must provide one (1) marked “original” and one (1) marked “copy”.** All bids will be opened publicly. Bid documents may be secured from the Purchasing Department at the above address and from our website @ www.hcde.org.

A mandatory Pre-Bid Conference will be held at the Hamilton County Department of Education on May 7, 2013 at 10:00 a.m. Failure to attend will disqualify bidder from submitting bid.

Bid must be received in the Purchasing Department prior to the designated time for bid opening. Bids received after the designated time of opening will be considered late and will not be accepted. Bid opening date: May 14, 2013 @ 10:00 a.m.

BIDDER _____
Company Name

HAMILTON COUNTY DEPARTMENT OF EDUCATION

3074 Hickory Valley Road
Chattanooga, Tennessee 37421
April 25, 2013

INVITATION FOR BIDS – Refuse Removal

Sealed bids will be received addressed to the **Attention of: Denise Ellison, Hamilton County Department of Education**, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, **until 10:00 AM**, on Tuesday, May 14, 2013, at which time they will be opened and read publicly. Any bid received after the scheduled closing time for receipt of such bid will be returned to the bidder unopened.

1. Ship, Deliver and Install all equipment and supplies in the respective project location, as directed by purchase order. All prices quoted must be installed prices.
2. Quality and Guarantee - All material on which bids are submitted shall be of the quality and grade established by **Hamilton County Department of Education**. Any item bid which does not completely meet stated specifications must be listed as an alternate.
3. Requirements for Submitting Bids - Bids made on forms other than the Proposal Form will not be considered. The signature of the person submitting the proposal shall be in longhand and the completed form shall be without erasure or interlineations. **Bidder must provide one (1) marked "original" and one (1) marked "copy"**.
4. Rights of Owner - **The Hamilton County Board of Education** reserves the right to reject any or all bids or any part thereof, to waive technicalities, informalities, and to award a contract to other than the low bidder. The right is reserved to reduce or increase the quantity of any item; and to award contract by item number, or group of items. Price, quality, and suitability will be considered in awarding bids. Samples are to be submitted by the bidder if required upon request.
5. Clarification of Bid Document - Should a bidder find discrepancies in or omissions from the bid document or should he be in doubt as to its meaning, he shall at once request clarification of the Owner.
6. Awarding of Contracts - The Owner reserves the right to award one contract or all items or to award individual contracts item by item.
7. Invoices will be returned for correction unless they contain the following information: Purchase Order Number; Item Numbers; A Photograph of the existing condition with a written description of problem and a photograph on the corrective repair with a written description of the repair. Item; Quantity; Unit Price; Extensions; and Total.
8. Delivery of Goods and Services - It is understood and agreed that this bid shall constitute an offer which, when approved by the School Board and accepted in writing by the Purchasing Department, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed material and/or services will result in removal of your firm from our list of bidders for at least six (6) months.
9. Meeting Specifications - By my written signature on this bid, I (we) agree and certify that all items included in the bid meet or exceed any and all specifications covering such items. I (we) further agree, if awarded a contract, to deliver merchandise, or services which meet or exceed the specifications. Failure to comply with this section will result in removal of your firm from our list of bidders for at least six (6) months. This penalty does not preclude action to enforce specific performance.

10. Bids Requested on Brands or Equal - It is not intended to exclude other products of the intended quality level. Comparable products of other manufacturers will be considered if proof of comparability is requested and approved. It shall be the responsibility of the bidders; including bidders whose products are referenced, to furnish with the bid such specifications, catalog pages, brochures, and other data as will provide an adequate basis for determining the quality and functional capabilities of the products offered. Failure to provide this data may be considered valid justification for rejection of the bid.
11. Bids Requested on Alternate Products or Specifications - Alternate **bids** are encouraged. When Alternate Bids reveal more economical services, supplies, or materials than those specified, the Purchasing Department reserves the right to recommend the alternate or to re-advertise with modified specifications. Alternate bids cannot be considered, however, unless detailed specifications accompany the bid.
12. Service - All bidders are required to have an adequate service organization with service representatives located in Chattanooga or within two hours driving time of Chattanooga. Service representatives must be employed by the bidder or designated by him as his authorized representative on a full-time basis.
13. **Insurance** – Bidders shall provide Workman’s Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required (See 4.1F – Insurance Required). All insurance must be occurrence based. Successful bidder must add the Hamilton County Department of Education as additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional named insured.
14. The successful bidder must furnish an acceptable legal surety company’s performance bond in the amount equal to 100% of the accepted bid price.
15. **All bidders must execute “Addendum to Agreement”.** Failure to execute “Addendum to Agreement” will result in disqualification of your bid. **Vendor agrees** ____, **does not agree** ____, (please check appropriate response) to execute “Addendum to Agreement”.
16. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

BIDDER _____
 Company Name

17. **Declaration/Statement by Bidder** - The respondent hereby states that he, his company or any of its employees, agents, officer or proposed sub-contractors **have**____ **have not**____violated or participated in a violation of (please indicate appropriate answer and be specific), been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. -1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961 - 1968), the Hobbs Act (18 U.S.C.1961), the Mail or Wire Fraud Statutes (18 U.S.C.-1341,1343), the False Statements Statue (18 U.S.C. -1001) the Tennessee AntiTrust Act (T.C.A.- 47-25-101) or similar State or Federal law. Respondent further states that he, his company or any of its officers, agents, or employees **have**____ **or have not**____(please indicate appropriate answer) been debarred by any governmental agency (Federal, State or Local). If your response is affirmative, please explain circumstances and the occasion. **Failure to complete this statement shall be cause for your bid being considered non-responsive to this Bid Proposal Form and subject to rejection.**
18. A bid bond in the amount of five (5) percent of the annual total bid amount must be included with the bid. Cashier's Check, Certified Check, Money Order or Other Non-Cancellable Negotiable Instrument May be Submitted in Lieu of a Bid Bond.

The Hamilton County Department of Education affirms that it complies with Title VI and Title IX acts of 1964 / 1972.

Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Title IX of the Education Amendments of 1972

Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.

General Information - I certify that no Hamilton County Department of Education Member or Department of Education Employee has any financial interest in this company or will profit in any way from this potential contract.

Signed_____ Date_____

Print Name _____ Email: _____

Company_____

Address _____

City_____ State_____ Zip_____

Telephone No. _____ Fax No. _____

Instructions for Non-Collusion Affidavit

- (1) This non-collusion affidavit is material to any contract awarded pursuant to this bid.
- (2) This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- (3) Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- (4) In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an affidavit must be submitted separately on behalf of each party.
- (5) The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm and intentionally high or noncompetitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.
- (6) The Non-Collusion Affidavit must be submitted with the contractor's bid for the proposed project. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**Non-Collusion Affidavit
(Attachment A)**

State of _____

County of _____

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates, subsidiaries, officers, directors and
(Name of my Firm)
employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of my Firm)
above representation are material and important and will be relied on by _____
(Name of Public Entity)

in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from

_____ of the true facts relating to submission of bids for this contract.
(Name of Public Entity)

(Signature and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20 _____

NOTARY PUBLIC
My Commission Expires:

HAMILTON COUNTY DEPARTMENT OF EDUCATION

3074 Hickory Valley Road
Chattanooga, Tennessee 37421
April 25, 2013

PROPOSAL FORM

TO: Hamilton County Board of Education
Chattanooga, Tennessee

The Hamilton County Board of Education will award a 48 month contract for refuse removal, per attached specifications. Contract period shall be July 1, 2013 through June 30, 2017. Contract may be renewed for an additional forty-eight (48) month period at twelve (12) month increments.

All bidders must provide the following:

- ability to service contract. Successful bidder must demonstrate proven ability to service contract of this size.
- three (3) references with phone numbers and contact person of comparable size contract.

Additions/deletions to this contract will be adjusted based on unit costs submitted for yardage and number of pick-ups.

All refuse must be properly disposed of in a state approved landfill.

IF ANY BIDDER REFUSES TO ENTER INTO A CONTRACT, THE BOARD OF EDUCATION SHALL RETAIN HIS/HER BID BOND AS LIQUIDATED DAMAGES BUT NOT AS A PENALTY

Bid price(s) may not be withdrawn for sixty (60) days from the date of bid opening.

**Specifications
Refuse Removal
Hamilton County Department of Education
Purchasing Department
April 25, 2013
Bid File No. 13-34**

Part I - General

1.1 Summary

A. Provide labor, materials, equipment, and services necessary to pick up, transport and dispose of in a licensed landfill all refuse generated at Hamilton County Department of Education Facilities including but not limited to...

Schedule No. 1: (36 Weeks)—SCHOOL YEAR: TOTAL WEEKLY YDS. 3,964

<u>Location</u>	<u>Receptacles</u>	<u>Frequency</u>	<u>Wkly Schedule</u>	<u>Yardage</u>
Alpine Crest Elem 4700 Stagg Road	* 1-8 yd.	*3 X week	*M,W,F	* 24
Apison Elem 10433 E. Brainerd Road	* 2-8 yd.	*3 X week	*M,W,F	* 48
Battle Academy 1601 Market Street	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Bess T. Shepherd Elem 7126 Tyner Road	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Big Ridge Elem 5210 Cassandra Smith Road	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Birchwood Elem 5623 Highway 60	* 2-8 yd.	*1 X week	*Th	* 16
B. T. Washington School 7821 Hancock Road	* 1-8 yd.	*2 X week	*M, Th	* 16
Brainerd High 1020 N. Moore Road	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
Brainerd High	* 1-8 yd.	*3 X week	*M,W,F	* 24

1020 N. Moore Road

Brown Academy 718 East 8 th Street	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Brown Middle 5716 Highway 58	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Calvin Donaldson 927 W. 37 th Street	* 1-8 yd.	*3 X week	*M,W,F	* 24
Central High 5728 Highway 58	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
Central Office 3074 Hickory Valley Road	* 2-8 yd.	*2 X week	*T, Th	* 32
Central Office Virtual School, Bldg 212	* 1-8 yd.	*2 x week	*T, Th	* 16
CSAS 865 E. Third Street	* 1-8 yd.	*2 X week	*M,Th	* 16
CSAS 865 E. Third Street	* 2-8 yd.	*3 X week	*M, W, F	* 48
Chattanooga High 1301 Dallas Road	* 2-8 yd.	*3 X week	*M,W, F	* 48
CSLA 6579 E. Brainerd Road	* 1-8 yd.	*3 X week	*M,W,F	* 24
Clifton Hills Elem 1815 E. 32 nd Street	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Daisy Elem 620 Sequoyah Road	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
Dalewood Middle 1300 Shallowford Road	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
DuPont Elem 4134 Hixson Pike	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
E. Brainerd Intermediate 7553 Igou Gap Rd.	* 2-8 yd.	*2 X week	*T, Th	* 32
E. Brainerd Elem 7453 E. Brainerd Road	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40

E. Hamilton M/H 2015 Ooltewah-Ringgold Rd	* 2-8 yd	*5 X week	*M,T,W,Th,F	* 80
E. Ham. M/H Ball Field 2015 Ooltewah-Ringgold Rd	* 1-8 yd	*1 X week	*M	* 8
East Lake Academy 2700 East 34 th St.	* 1-8 yd	*5 X week	*M,T,W,Th,F	* 40
East Lake Elem 3600 13 th Avenue	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
East Ridge Elem 1014 John Ross Road	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
East Ridge High 4320 Bennett Road	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
East Ridge Middle 4400 Bennett Road	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
East Side Elem 1603 S. Lyerly	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Falling Water Elem 715 Roberts Mill Road	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
Ganns Middle Valley Elem 1609 Thrasher Pike	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Hardy Elem 2100 Glass Street	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Harrison Bay Voc Hamilton Cty Adult High 9050 Career Lane	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
Harrison Elem 5637 Highway 58	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
Henry Barger Academy 4808 Brainerd Road	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Hillcrest Elem 4302 Bonny Oaks Drive	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Hixson Elem 5950 Winding Lane	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
Hixson High	* 3-8 yd.	*3 X week	*M,W,F	* 72

5705 Middle Valley Road

Hixson Middle 5680 Old Hixson Pike	* 2-8 yd.	*3 X week	*M,W,F	* 48
Howard SAT 2500 S. Market Street	* 3-8 yd.	*3 X week	*Mon,W,F	* 72
Hunter Middle 5973 Hunter Road	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
John Allen Elem 9811 Dallas Hollow Road	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Lakeside Elem 4850 Jersey Pike	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Loftis Middle 8611 Columbus Road	* 2-8 yd.	*4 X week	*M,T,Th,F	* 64
Lookout Mountain Elem 321 N. Bragg Avenue	* 1-8 yd.	*2 X week	*T,F	* 16
Lookout Valley Elem 701 Brown's Ferry Road	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
Lookout Valley High 350 Lookout High Street	* 2-8 yd.	*2 X week	*M, Th	* 32
Mary Ann Garber Elem 2225 Roanoke Avenue	* 1-8 yd.	*1 X week	*TH	* 8
McConnell Elem 6629 Columbus Road	* 2-8 yd.	*3 X week	*M,W,F	* 48
Nolan Elem 4435 Shackelford Ridge Road	* 2-8 yd.	*3 X week	*M,W,F	* 48
Normal Park Lower 1009 Mississippi Avenue	* 1-8 yd.	*3 X week	*M,W,F	* 24
Normal Park Upper 1219 W. Mississippi Avenue	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
N. Hamilton Cty Elem 601 Industrial Boulevard	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Old Soddy Gym Dayton Pike	* 1-4 yd.	*1 X week	*T.	* 4

Ooltewah Elem (Old) 9232 Lee Highway	* 1-8 yd.	*3 X week	*M,W,F	* 24
Ooltewah Elem (New) 8890 Snowy Owl	* 2-8 yd.	*4 X week	*M,W,TH,F	* 64
Ooltewah High 6123 Mountain View Road	* 3-8 yd.	*6 X week	*M,T,W,Th,F,S	* 144
Ooltewah Middle 5100 Ooltewah-Ringgold Road	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
Orchard Knob Elem 2000 E. Third St.	* 2-8 yd.	*4 X week	*M,T,Th,F	* 64
Orchard Knob Middle 500 N. Highland Park Avenue	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
Piney Woods 701 Hooker Road	* 1-8 yd.	*1 X week	* TH	* 8
Red Bank Elem 1100 Mountain Creek Road	* 2-8 yd.	*4 X week	*M,T,Th,F	* 64
Red Bank High 640 Morrison Springs Rd	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
Red Bank High Gym 640 Morrison Springs Rd	* 1-8 yd.	*2 X week	*M, TH	* 16
Red Bank Middle (New) 3701 Tom Weathers Drive	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
Rivermont Elem 3330 Hixson Pike	* 1-8 yd.	*4 X week	*M,T,TH,F	* 32
Sale Creek High 211 Patterson Road	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
School Age Child Care 4606 Oak Wood Drive	* 1-8 yd.	*1 X week	*Th	* 8
School Service Center 2501 Dodds Avenue	* 2-8 yd.	*2 X week	*T, TH	* 32
School Food Svc/Whrs 2501 Dodds Avenue	* 1-8 yd.	*2 X week	*T, TH	* 16

Sequoyah Voc 9517 Ridge Trail	* 4-8 yd.	*2 X week	*M,TH	* 64
Signal Mtn. M/H 2650 Sam Powell Trail	* 3-8 yd	*3 X week	*M,W,F	* 72
Snow Hill Elem 9042 Career Lane	* 2-8 yd.	*4 X week	*M,T,Th,F	* 64
Soddy Daisy High 618 Sequoyah-Access Road	* 3-8 yd.	*4 X week	*M,T,Th,F	* 96
Soddy Daisy Middle 200 Turner Road	* 2-8 yd.	*3 X week	*M,W,F	* 48
Soddy Elem 260 School Street	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
Spring Creek Elem 1100 Spring Creek Road	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
STEM School 4501 Amnicola Hwy.	*1-8 yd.	*2 X week	*T, Th	* 16
Teachers Learning Ctr 1161 W. 40 th Street	* 1-8 yd.	*2 X week	*T, F	* 16
Thrasher Elem 1301 James Boulevard	* 2-8 yd.	*2 X week	*M,Th	* 32
Tyner High 6836 Tyner Road	* 2-8 yd.	*3 X week	*M,W,F	* 48
Tyner Middle 6837 Tyner Road	* 2-8 yd.	*3 X week	*M,W,F	* 48
Wallace Smith Elem 5971 Hunter Road	* 2-8 yd.	*4 X week	*M,T,Th,F	* 64
Westview Elem 9629 E. Brainerd Road	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
White Oak / Dawn 901 Altamont Road	* 1-8 yd.	*3 X week	*M,W,F	* 24
Wolftever Creek 5080 Ooltewah-Ringgold Road	* 2-8 yd.	*4 X week	*M,T,Th,F	* 64
Woodmore Elem	* 1-8 yd.	*5 X week	*M,T,W,TH,F	* 40

800 Woodmore Lane

TOTAL WEEKLY YARDAGE SCHEDULE NO. 1 (REGULAR) 3964 YARDS

Schedule No. 2 Summer

Location	Receptacles	Frequency	Wkly Schedule	Yardage
Alpine Crest Elem 4700 Stagg Road	* 1-8 yd.	*1 X week	*M,	* 8
Apison Elem 10433 E. Brainerd Road	* 2-8 yd.	*2 X week	*M,Th	* 32
Battle Academy 1601 Market Street	* 1-8 yd.	*1 X week	*M,	* 8
Bess T. Shepherd Elem 7126 Tyner Road	* 1-8 yd.	*1X week	*M,	* 8
Big Ridge Elem 5210 Cassandra Smith Road	* 1-8 yd.	*2 X week	*M,Th,	* 16
Birchwood Elem 5623 Highway 60	* 2-8 yd.	*1 X week	*M	* 16
B. T. Washington School 7821 Hancock Road	* 1-8 yd.	*1 X week	*M,	* 8
Brainerd High 1020 N. Moore Road	* 2-8 yd.	*1 X week	*M,	* 16
Brainerd High 1020 N. Moore Road	* 1-8 yd.	*1 X week	*M,	* 8
Brown Academy 718 East 8 th Street	* 1-8 yd.	*2 X week	*M,Th	* 16
Brown Middle 5716 Highway 58	* 1-8 yd.	*1 X week	*M,	* 8
Calvin Donaldson 927 W. 37 th Street	* 1-8 yd.	*1 X week	*M,	* 8
Central High 5728 Highway 58	* 2-8 yd.	*1 X week	*M,	* 16
Central Office 3074 Hickory Valley Road	* 2-8 yd.	*2 X week	*T, TH	* 32

Central Office Virtual School, Bldg 212	* 1-8 yd.	*2 x week	*T, TH	* 16
CSAS 865 E. Third Street	* 1-8 yd.	*1 X week	*M,	* 8
CSAS 865 E. Third Street	* 2-8 yd.	*1 X week	*M,	* 16
Chattanooga High 1301 Dallas Road	* 2-8 yd.	*1 X week	*M,	* 16
CSLA 6579 E. Brainerd Road	* 1-8 yd.	*1 X week	*M,	* 8
Clifton Hills Elem 1815 E. 32 nd Street	* 1-8 yd.	*1 X week	*M,	* 8
Daisy Elem 6020 Sequoyah Road	* 1-8 yd.	*2 X week	*M,Th	* 16
Dalewood Middle 1300 Shallowford Road	* 1-8 yd.	*1 X week	*M,	* 8
DuPont Elem 4134 Hixson Pike	* 1-8 yd.	*1 X week	*M,	* 8
E. Brainerd Intermediate 7553 Igou Gap Road	* 2- 8 yd.	*1 X week	*M	* 16
E. Brainerd Elem 7453 E. Brainerd Road	* 1-8 yd.	*1 X week	*M	* 8
E. Hamilton M/H 2015 Ooltewah-Ringgold Rd	* 2-8 yd	*1 X week	*M,	* 16
E. Ham. M/H Ball Field 2015 Ooltewah-Ringgold Rd	* 1-8 yd	*1 X week	*M	* 8
East Lake Academy 2700 East 34 th Street	* 1-8 yd	*1 X week	*M,	* 8
East Lake Elem 3600 13 th Avenue	* 1-8 yd.	*1 X week	*M,	* 8
East Ridge Elem 1014 John Ross Road	* 2-8 yd.	*1 X week	*M,	* 16

East Ridge High 4320 Bennett Road	* 2-8 yd.	*1 X week	*M,	* 16
East Ridge Middle 4400 Bennett Road	* 2-8 yd.	*1 X week	*M,	* 16
East Side Elem 1603 S. Lyerly	* 1-8 yd.	*1 X week	*M,	* 8
Falling Water Elem 715 Roberts Mill Road	* 1-8 yd.	*1 X week	*M,	* 8
Ganns Middle Valley Elem 1609 Thrasher Pike	* 1-8 yd.	*1 X week	*M,	* 8
Hardy Elem 2100 Glass Street	* 1-8 yd.	*1 X week	*M,	* 8
Harrison Bay Voc Hamilton Cty Adult High 9050 Career Lane	* 1-8 yd.	*1 X week	*M,	* 8
Harrison Elem 5637 Highway 58	* 1-8 yd.	*2 X week	*M,Th	* 16
Henry Barger Academy 4808 Brainerd Road	* 1-8 yd.	*1 X week	*M,	* 8
Hillcrest Elem 4302Bonny Oaks Drive	* 1-8 yd.	*1 X week	*M,	* 8
Hixson Elem 5950 Winding Lane	* 1-8 yd.	*2 X week	*M,Th,	* 16
Hixson High 5705 Middle Valley Road	* 3-8 yd.	*1 X week	*M,	* 24
Hixson Middle 5680 Old Hixson Pike	* 2-8 yd.	*1 X week	*M,	* 16
Howard SAT 2500 S. Market Street	* 3-8 yd.	*1 X week	*M,	* 24
Hunter Middle 5973 Hunter Road	* 2-8 yd.	*1 X week	*M,	* 16
John Allen Elem 9811 Dallas Hollow Road	* 1-8 yd.	*2 X week	*M,Th,	* 16
Lakeside Elem	* 1-8 yd.	*1 X week	*M,	* 8

4850 Jersey Pike

Loftis Middle Columbus Road	* 2-8 yd.	*1 X week	*M,	* 16
Lookout Mtn Elem 321 N. Bragg Avenue	* 1-8 yd.	*1 X week	*M,	* 8
Lookout Valley Elem 701 Brown's Ferry Road	* 1-8 yd.	*1 X week	*M,	* 8
Lookout Valley High 350 Lookout High Street	* 2-8 yd.	*1 X week	*M,	* 16
Mary Ann Garber Elem 2225 Roanoke Avenue	* 1-8 yd.	*1 X week	*M	* 8
McConnell Elem 6629 Columbus Road	* 2-8 yd.	*2 X week	*M,Th	* 32
Nolan Elem 4435 Shackelford Ridge Road	* 2-8 yd.	*1 X week	*M,	* 16
Normal Park Lower 1009 Mississippi Avenue	* 1-8 yd.	*1 X week	*M,	* 8
Normal Park Upper 1219 W. Mississippi Avenue	* 1-8 yd.	*1 X week	*M,	* 8
N. Hamilton Cty Elem 601 Industrial Boulevard	* 1-8 yd.	*1 X week	*M,	* 8
Old Soddy Gym Dayton Pike	* 1-4 yd.	*1 X week	*M.	* 4
Ooltewah Elem (Old) 9232 Lee Highway	* 1-8 yd.	*1 X week	*M,	* 8
Ooltewah Elem (New) 8890 Snowy Owl	* 2-8 yd.	*1 X week	*M,	* 16
Ooltewah High 6123 Mountain View Road	* 3-8 yd.	*1 X week	*M,	* 24
Ooltewah Middle 5100 Ooltewah-Ringgold Road	* 2-8 yd.	*1 X week	*M	* 16
Orchard Knob Elem 2000 E. Third Street	* 2-8 yd.	*1 X week	*M,	* 16

Orchard Knob Middle 500 N. Highland Park Avenue	* 1-8 yd.	*1 X week	*M,	* 8
Piney Woods 701 Hooker Road	* 1-8 yd.	*1 X week	* M	* 8
Red Bank Elem 1100 Mountain Creek Road	* 2-8 yd.	*2 X week	*M,Th,	* 32
Red Bank High 640 Morrison Springs Road	* 2-8 yd.	*1 X week	*M,	* 16
Red Bank High Gym 640 Morrison Springs Road	* 1-8 yd.	*1 X week	*M,	* 8
Red Bank Middle (New) 3701 Tom Weathers Drive	* 2-8 yd.	*1 X week	*M,	* 16
Rivermont Elem 3330 Hixson Pike	* 1-8 yd.	*1 X week	*M,	* 8
Sale Creek High 211 Patterson Road	* 1-8 yd.	*1 X week	*M,	* 8
School Age Child Care 4606 Oak Wood Drive	* 1-8 yd.	*1 X week	*Th	* 8
Service Center 2501 Dodds Avenue	* 2-8 yd.	*2 X week	*T, TH	* 32
Food Svc/Wrhse 2501 Dodds Avenue	* 1-8 yd.	*2 X week	*T, TH	* 16
Sequoyah Voc 9517 Ridge Trail	* 4-8 yd.	*1 X week	*M,	* 32
Signal Mtn. M/H 2650 Sam Powell Trail	* 3-8 yd	*1 X week	*M.	* 24
Snow Hill Elem 9042 Career Lane	* 2-8 yd.	*1 X week	*M,	* 16
Soddy Daisy High 618 Sequoyah Access Road	* 3-8 yd.	*1 X week	*M,	* 24
Soddy Daisy Middle 200 Turner Road	* 2-8 yd.	*1 X week	*M,	* 16

Soddy Elementary 260 School Street	* 1-8 yd.	*1 X week	*M,	* 8
Spring Creek Elem 1100 Spring Creek Road	* 2-8 yd.	*1 X week	*M,	* 16
STEM School 4501 Amnicola Hwy.	*1-8 yd.	*1 X week	*M	* 8
Teachers Learning Ctr 1161 W. 40 th Street	* 1-8 yd.	*2 X week	*T, Fri	* 16
Thrasher Elem 1301 James Boulevard	* 2-8 yd.	*2 X week	*M,Th	* 32
Tyner High 6836 Tyner Road	* 2-8 yd.	*1 X week	*M,	* 16
Tyner Middle 6837 Tyner Road	* 2-8 yd.	*1 X week	*M,	* 16
Wallace Smith Elem 5971 Hunter Road	* 2-8 yd.	*2 X week	*M,Th,	* 32
Westview Elem 9629 E. Brainerd Road	* 1-8 yd.	*1 X week	*M,	* 8
White Oak / Dawn 901 Altamont Road	* 1-8 yd.	*1 X week	*M,	* 8
Wolftever Creek 5080 Ooltewah-Ringgold Road	* 2-8 yd.	*1 X week	*M,	* 16
Woodmore Elem 800 Woodmore Lane	* 1-8 yd.	*1 X week	*M,	* 8

TOTAL WEEKLY YARDAGE SCHEDULE NO. 2 (SUMMER)

1276 YARDS

Schedule No. 3 Single-Stream Recycle

Location	Receptacles	Frequency	Wkly Schedule	Yardage
Battle Academy 1601 Market Street	* 1-8 yd.	*1 X week	*F	* 8
Bess T. Shepherd Elem 7126 Tyner Road	* 1-8 yd.	*1 X week	*M,	* 8

Brown Academy 718 East 8 th Street	* 1-8 yd.	*1 X week	*F	* 8
Brown Middle 5716 Highway 58	* 1-8 yd.	*1 X week	*T	* 8
Calvin Donaldson Elem 927 W. 37 th Street	* 1-8 yd.	*1 X week	*F	* 8
Central High 5728 Highway 58	* 1-8 yd.	*1 X week	*T	* 8
Clifton Hills Elem 1815 E. 32 nd Street	* 1-8 yd.	*1 X week	*W	* 8
East Ridge Middle 4400 Bennett Road	* 1-8 yd.	*1 X week	*T	* 8
Hardy Elem 2100 Glass Street	* 1-8 yd.	*1 X week	*Th	* 8
Harrison Bay Voc Hamilton Cty Adult High 9050 Career Lane	* 1-8 yd.	*1 X week	*T	* 8
Harrison Elem 5637 Highway 58	* 1-8 yd.	*1 X week	*T	* 8
Hillcrest Elem 4302 Bonny Oaks Drive	* 1-8 yd.	*1 X week	*Th	* 8
Howard SAT 2500 S. Market St.	* 1-8 yd.	*1 X week	*F	* 8
Hunter Middle 5973 Hunter Road	* 1-8 yd.	*1 X week	*T	* 8
Ooltewah Elem (New) 8890 Snowy Owl	* 1-8 yd.	*1 X week	*Th	* 8
Ooltewah Middle 5100 Ooltewah-Ringgold Road	* 1-8 yd.	*1 X week	*T	* 8
Red Bank Elem 1100 Mountain Creek Road	* 1-8 yd.	*1 X week	*M,	* 8
Red Bank High 640 Morrison Springs Road	* 1-8 yd.	*1 X week	*W	* 8
Red Bank Middle (New)	* 1-8 yd.	*1 X week	*W	* 8

3701 Tom Weathers Drive

Snow Hill Elem 9042 Career Lane	* 1-8 yd.	*1 X week	*T	* 8
Spring Creek Elem 1100 Spring Creek Road	* 1-8 yd.	*1 X week	*W	* 8
Teachers Learning Ctr 1161 W. 40 th Street	* 1-8 yd.	*1 X week	*Fri	* 8
Tyner Middle 6837 Tyner Road	* 1-8 yd.	*1 X week	*M,	* 8
Wallace Smith Elem 5971 Hunter Road	* 1-8 yd.	*1 X week	*T	* 8
Wolftever Creek 5080 Ooltewah-Ringgold Road	* 1-8 yd.	*1 X week	*T	* 8

**TOTAL WEEKLY YARDAGE SCHEDULE NO. 3 SINGLE-STREAM RECYCLE
(ESTIMATED) 200 YARDS**

RECYCLING: PROPOSER MUST PROVIDE RECYCLE CONTAINERS AS REQUESTED. BIDDER/PROPOSER MAY SUBMIT A PRICE (DEDUCT OR ADD) TO IMPLEMENT A “RECYCLING” PROGRAM. SUCH PROGRAM MUST NOT RESULT IN A FAILURE TO REMOVE SOLID WASTE IN A TIMELY MANNER OR ALLOW WASTE TO ACCUMULATE ON SCHOOL PROPERTY. QUANTITY OF SOLID WASTE LISTED IN THE PICK-UP SCHEDULE HAS BEEN ESTIMATED TO BE NECESSARY FOR EFFICIENT SCHOOL OPERATION. BIDDER/PROPOSER ASSUMES RISK FOR SUCCESS OR FAILURE OF ANY PROPOSED RECYCLING PROGRAM. TRAINING OF HCDE PERSONNEL AND COMPLIANCE WITH RECYCLING PROVISIONS WILL BE THE RESPONSIBILITY OF BIDDER/PROPOSER.

Schedule No.1: 36 Weeks* **Total Weekly Yardage 3,964**
*Regular fiscal year (July 1 – June 30).

Schedule No. 2: (16 weeks, may vary)--SCHOOL NOT IN SESSION

TOTAL WEEKLY YARDS: 1,276

Schedule No. 3: Single-Stream Recycle (36 Weeks, may vary) Total weekly yards 200

Empty receptacles one time per week at all locations during summer and holiday breaks. With exception of Brown Academy, Central Office, Service Center, Food Service/Warehouse, Piney Woods, Mary Ann Garber, Hardy Elementary and Teacher’s Learning Center (they will remain on regular schedule).

1.2 Quality Assurance

A. Comply with all applicable laws, codes, and regulations.

- B. Use adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts, who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.
- C. Provide to the Hamilton County Department of Education a copy of all licenses required by law pertaining to the transport and disposal of refuse and insurance requirements set forth by the school district.

1.3 Delivery, Storage, and Handling

- A. **Contractor will supply all trash receptacles and provide an acceptable maintenance program insuring all receptacles are in full working order, clean, (washed when necessary to maintain appearance and compliance with Health Department Regulations) and painted when necessary. Tops and/or covers must be operable at all times.**
- B. Identify each receptacle with the contractors name and telephone number for service and inquiries and all proper safety notices.
- C. Locate at all times each receptacle in its designated location.
- D. Receptacles removed off site for disposal of refuse are to be returned promptly and in an acceptable condition.
- E. Take all necessary steps to protect the public and all property and vehicles from damage during progress of the work of this contract.

2.1 Materials

- A. Successful bidder **must** furnish **new (unused)** receptacles, with operable lids. (Dumpsters) All receptacles (Dumpsters) are to be approved by the Hamilton County Department of Education for proper physical condition, color, and style prior to locating on campus.
- B. Bidder must furnish single-stream recycle containers where requested.

3.1 Execution

- A. Examine all locations scheduled to receive receptacles in this contract and locate conditions which will adversely affect the performance and quality of the work. Advise the Hamilton County Department of Education of all such conditions and secure further directions from the school district as required.

- B. Notifications for special pick-ups will be the responsibility of the Hamilton County Department of Education with a response time of no more than 24 hours by the contractor unless otherwise arranged due to special circumstances.
- C. Receptacles inaccessible due to traffic or weather conditions will be brought to the attention of the Hamilton County Department of Education for corrective action immediately.
- D. Weekly schedule changes will be the responsibility of the school district. The contractor will notify the Hamilton County Department of Education of any recommendations related to scheduling that may be of benefit to the school district or the contractor's operation.
- E. All scheduled refuse removal operations will be performed during the hours of 6:00 a.m. to 11:00 a.m. or earlier if it does not interfere with the operation of the school or the privacy of nearby residences.

3.2 Owners Representative

- A. The Hamilton County Department of Education or designee retains the right to visit the disposal site, observe the operation, and report to the physical plant on the contractor's adherence to the specified requirements.

4.1 Special Conditions

- A. The Parties acknowledge the initial term of this Agreement, which is for a period of forty-eight (48) months commencing on July 1, 2013, followed by four (4) additional renewal periods of twelve (12) months thereafter. Either party may elect not to renew this Agreement at the expiration of the original term or after each renewal period. This agreement may be terminated by either party hereto at the end of the initial forty-eight (48) month period or additional twelve (12) month renewal period by written notice to this effect sent via Certified Mail to the other party at least ninety (90) days prior to the end of the initial forty-eight (48) month period or twelve (12) month renewal period.
- B. Any request for rate increase will be done in writing by notification to the Assistant Superintendent Auxiliary Services, Hamilton County Department of Education, 2501 Dodds Avenue, Chattanooga, TN 37407 at least ninety (90) days prior to the end of each fiscal year renewal period (July 1 – June 30) for review. (Increases limited to Atlanta area CPI or 2% maximum, whichever is less)
- C. It is agreed by the parties hereto that in the event of an alleged breach of any provisions of this agreement the offended party shall, by written notice, give to the offending party sixty (60) days, commencing with the receipt of said notice, to correct the alleged breach. In the event said alleged breach is not so remedied within the sixty (60) day period, the offended party may in its discretion give written notice to the offending party that at the end of an additional thirty (30) day period the offended party shall consider this agreement cancelled and that it tends to be released from all obligations hereunder. In the event of termination, all amounts due and owing shall be adjusted to the effective date of termination.

- D. **Independent Contractor:** Contractor shall acknowledge that it and its employees serves as independent contractors and that HCDE shall not be responsible for any payment, insurance or incurred liability.
- E. **Indemnification:** Contractor shall indemnify, save and hold harmless HCDE, the School Board, Administration, agents and employees from all suits, claims actions or damages of any nature brought because of, or arising out of, or due to breach of agreement by contractor, its sub-contractors, suppliers, agents or employees due to any negligent act or occurrence or any omission or commission of contractor, its sub-contractors, suppliers, agents or employees.

F. INSURANCE REQUIRED:**

All bidders must provide Certificate of Insurance detailing the following coverage and amounts as part of bid submittal:

COVERAGE	AMOUNT
Workers Compensation:	Statutory limits of Tennessee
Employers Liability:	\$1,000,000 per occurrence
Commercial General Liability:	\$1,000,000 each occurrence, \$2,000,000 aggregate
E & O:	\$1,000,000 each occurrence
Auto (Truck) Liability:	\$1,000,000 each occurrence + uninsured motorist

Successful bidder must add the Hamilton County Department of Education to insurance policies as additional named insured prior to the execution of contract .

- G. Invoicing for specified services will be monthly, listing each facility and cost respectively. Special pick-ups are to be invoiced separately with a description of service and facility.

H. ALLOWANCE:

1. Include the sum of Fifteen Thousand Dollars (\$15,000.00) in the base bid to allow for special or additional pick-ups as directed by owner. Special pick-ups to be billed individually on a monthly basis. Any unused funds to be adjusted on the last monthly bill of the fiscal year.
2. Include the sum of Thirty Two Thousand Six Hundred Twenty Four dollars (\$32,624.00) in the base bid to allow for adjustment of fuel cost per the formula in item I. below.

I. FUEL ESCALATOR:

For the purpose of the solid waste bid, the cost of **ultra-low sulfur** diesel fuel is established as **\$4.20** per gallon for the month of July, 2013.

A monthly “fuel adjustment” will be allowed under the following conditions.

The average monthly fuel cost will be established at the end of each month based on reports issued by: Energy Information Administration for Midwest PAAD II average cost per gallon.

Web site: <http://www.eia.gov/petroleum/gasdiesel/>

Fuel adjustment will be calculated as follows:

For each \$.20 cent variation in the monthly average per gallon price of diesel fuel above or below the bid established price of **\$4.20** per gallon, the per yard cost will be adjusted by \$.05 cents up or down as fuel cost varies.

Example:

Weekly yardage	increase/ or decrease per gallon	yardage adjustment cents per yard	weekly impact
3,964	.20	.05 per yard	3,964 x .05=\$198.20
1,276	.20	.05 per yard	1,276 x .05=\$63.80

Impact for 36 week period per each \$0.20 change in price:
 $36 \times \$198.20 = \$7,135.20$

Impact for 16 week period per each \$0.20 change in price:
 $16 \times \$63.80 = \$1,020.80$

Annual budget impact for each \$.20 cent change in fuel prices:

$$\$7,135.20 + \$1,020.80 = \$8,156.00$$

Provide allowance in base bid of \$32,624.00 to allow for up to an eighty cent (\$.80) per gallon increase of fuel cost above base-line cost. Any additional increase of \$.20 cents per gallon will be added at the same formula, but is not included the allowance. Any decrease of \$.20 cents per gallon in fuel costs, below base-line cost will result in per yard price reduction of \$.05 per yard.

5.1 Bid Proposal

Lump Sum Price Schedule

Schedule No.	Weekly Yardage		Cost per Yard		Weeks		Total
1	3,964	X	\$_____	X	36	=	\$_____
2	1,276	X	\$_____	X	16	=	\$_____
3	200	X	\$_____	X	36	=	\$_____

ALLOWANCE FOR SPECIAL PICK-UPS: ADD LUMP SUM **\$15,000.00**

ALLOWANCE FOR FUEL ESCALATOR: ADD LUMP SUM **\$32,624.00**

TOTAL ANNUAL COST (INCLUDES BASE BID,
ALLOWANCES AND RECYCLE COST): \$ _____

Written Total Annual Cost: _____

COMPANY NAME: _____

OFFICIAL SIGNING: _____

DATE: _____

NOTE: THE HAMILTON COUNTY BOARD OF EDUCATION SHALL ONLY USE THE ANNUAL TOTAL UNDER SECTION 5.1, BID PROPOSAL LUMP SUM PRICE SCHEDULE, IN ANALYZING THE FINANCIAL IMPACT OF EACH BID AND ALTERNATE BID(S), IF APPLICABLE. ANY BID OR ALTERNATE BID(S), IF APPLICABLE, THAT DOES NOT INCLUDE AN ANNUAL TOTAL COST SHALL BE CONSIDERED AN INCOMPLETE BID AND NOT INCLUDED IN THE TALLY OF ALL RECEIVED COMPLETE BIDS

Special Pick-up Price Schedule

<u>No.</u>	<u>Item</u>	<u>Location</u>	<u>Cost</u>
(1)	20 yard Dumpster	All Facilities	\$_____ per yard*
(2)	30 yard Dumpster	All Facilities	\$_____ per yard*
(3)	40 yard Dumpster	All Facilities	\$_____ per yard*

*20, 30, and 40 yard dumpster per yard price to include delivery, pick-up and disposal cost

NOTE: THE HAMILTON COUNTY BOARD OF EDUCATION SHALL CONSIDER THE COST UNDER THE SPECIAL PICK-UP PRICE SCHEDULE FOR INFORMATION PURPOSES ONLY. THE COST WILL NOT BE CONSIDERED IN ANALYZING THE FINANCIAL IMPACT OF ANY COMPLETED BID OR ALTERNATE BID (S), IF APPLICABLE. FURTHER, THE HAMILTON COUNTY BOARD OF EDUCATION RESERVES THE RIGHT TO UTILIZE ANY COMPANY FOR ONE-TIME SPECIAL DUMPSTER NEEDS IT CHOOSES.

Bonds required

A. Bid Bond: Bid Bond in the amount of five (5) percent of the annual total cost must be submitted with bid. If a bidder submits multiple bids, the amount of the bid bond shall be five (5) percent of the highest submitted bid.

B. Performance Bond: Performance Bond in the full annual amount of the contract must be submitted prior to approval of the contract.

5.3 Acceptance

A. The successful bidder agrees to implement this schedule within ten (10) days after notice of award.

B. It is understood that bids will be tabulated immediately after opening of bids and the contract will be awarded within thirty (30) days pending owner/Board approval.

A mandatory pre-bid conference will be held at the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, TN 37421, on Tuesday, May 7, 2013, at 10:00 a.m. All bidders are required to attend the pre-bid conference. Failure to attend the pre-bid conference will disqualify bidder from submitting bid.

Questions regarding this bid are to be submitted in writing to:

Gary Waters

Hamilton County Department of Education

2501 Dodds Avenue

Chattanooga, TN 37407

Phone 423-209-5600

Fax 423-209-5601

E-Mail: waters_gary@hcde.org

ADDENDUM TO AGREEMENT

This addendum shall be considered part of and incorporated into the Agreement between the Hamilton County Department of Education, hereinafter referred to as, "Department" and _____ Company (Company) dated _____. Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This lease/contract shall terminate at the end of the current fiscal year, June 30. Additional annual term(s), each of which said term shall expire at the end of the then current fiscal year, shall be at the sole option of the Department. If not renewed, for reason of Funding Out (which means Department has insufficient funds to pay at June 30), Department shall have no obligation to pay any additional costs and Department shall surrender all rights and interest in any asset(s) which are not fully owned by Department to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the Department shall be consistent during the term(s) of the Agreement.
2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee.
3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

 Superintendent
 Hamilton County Department of Education

 Authorized Representative

 Company

 Date

 Date

Hamilton County Department of Education Vendor Information Form and Substitute IRS Form W9

PRINT OR TYPE

Name: (as appears on your income tax return) _____

Business Name: (if different from above) _____

Business Federal Tax ID # _____ or Social Security # _____

If using SS# include name: (as appears on your income tax return) _____

Does IRS require a 1099 for your company earnings? ☐ Yes ☐ No

If "Yes" Business Owner's Name: _____

Mailing address for payments _____ Mailing address for purchase orders, proposals and bids _____

Contact Person: _____ Phone # (____) _____

Fax # (____) _____ E-mail: _____

Indicate your business organization type:

☐ Individual ☐ Partnership ☐ Corporation ☐ Government Agency

☐ Other _____

Is your business incorporated? ☐ Yes ☐ No

Certification: Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (1) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (as defined here).

Definition of a U.S. person: For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding

Signature of U.S. Person: _____

Title: _____ Date: _____

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 BID OPENING – MAY 14, 2013 – 10:00 AM
 CONTRACT FOR SOLID WASTE REMOVAL (BID FILE 13-34)
TABULATION SHEET**

BIDDERS:	Base Bid Total Annual Cost	Special Pick-Up Price - Dumpsters		
		20 yds.	30 yds.	40 yds.
BFI Waste Services d/b/a Allied Waste Svcs of Chattanooga	393,944.80	18.00	18.00	18.00
BFI Waste Services d/b/a Allied Waste Svcs of Chattanooga (Alternate)	383,988.80	18.00	18.00	18.00
Santek Waste Services of TN LLC	419,088.00	11.00	11.00	11.00
Waste Connections of TN Inc	480,904.80	25.00	25.00	25.00

RECOMMEND AWARD OF BID TO: BFI/Allied Waste Services

BID SENT TO: 11 VENDORS

3 VENDORS RESPONDED

FUNDS TO BE PROVIDED BY: Operating Budget

DE;sm

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

MEMORANDUM

TO: Hamilton County Board Of Education
Superintendent Rick Smith

FROM: Gary Waters

DATE: May 15, 2013

RE: Bid for Solid Waste Collection and Removal and Disposal

Hamilton County Department of Education issued bids for Collection, Removal and Disposal of Solid Waste on April 25, 2013. (Bid File 13-34)

Bids were opened May 14, 2013.

Bids were received from three (3) vendors:

BFI Waste Services, LLC. d/b/a Allied Waste Services of Chattanooga
Waste Services of Tennessee (Santek)
Waste Connections of Tennessee

Vendor	Total Annual Cost	Special Pick-Up Price Dumpsters		
		20 yard	30 yard	40 yard
BFI/Allied Waste:	\$393,944.80	\$18.00	\$18.00	\$18.00
BFI/Allied Alternate	\$383,988.80	\$18.00	\$18.00	\$18.00
Waste Services	\$419,088.00	\$11.00	\$11.00	\$11.00
Waste Connections	\$480,904.80	\$25.00	\$25.00	\$25.00

Bid specifications (Section 2.1-A Materials, page 23) required all vendors to furnish new dumpsters for all locations. BFI/Allied Waste was low bidder at \$393,944.80. See page 23 of bid.

BFI/Allied also offered an unsolicited "alternate bid" if HCBE would allow them to continue to use their existing containers (dumpsters). **Section 1.3-A Delivery, Storage, and Handling states: "Contractor will supply all trash receptacles and provide an acceptable maintenance program insuring all receptacles are in full working order, clean, (washed when necessary to maintain appearance and compliance with Health Department Regulations) and painted when necessary. Tops and /or covers must be operable at all times. See page 22 of bid The alternate price would not have been considered if BFI/Allied Waste had not been "low" on the base bid.**

BFI/Allied Waste LLC. has offered an alternate price of \$383,988.80 annually if they are allowed to continue to use their existing equipment. This would result in an annual savings to HCBE of \$9,956.00.

I recommend approval of the "alternate" bid submitted by BFI/Allied Waste in the amount of \$383,988.80 annually. This is a four (4) year base contract, with options for an additional forty-eight (48) month period at twelve (12) month increments. Base contract period is July 1, 2013 through June 30, 2017.

I also recommend the Board approve Special Pick-Up Price Schedule for both BFI/Allied Waste and Waste Services of Tennessee (Santek). These are "unit cost" amounts that may be utilized for special projects by HCDE such as large scale clean-up and/or renovation/construction projects.

Information only: Current contract amount is \$414,305.80. The new contract represents an annual savings of \$30,317.00.

Attachments:

1. Bid Tabulation Sheet
2. Copy of Bid submitted by BFI/Allied Waste

File: Solid Waste Bid Recommendation May 16, 2013

Copy

Bid File No. 13-34

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
(423) 209-8545

April 25, 2013

INVITATION TO BID

(Contract for Refuse Removal)

Envelopes containing bids must be sent to the Purchasing Department and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. In the lower left corner of the envelope, print your company name, Bid File Number and the time and date of opening. **Bidder must provide one (1) marked "original" and one (1) marked "copy".** All bids will be opened publicly. Bid documents may be secured from the Purchasing Department at the above address and from our website @ www.hcde.org.

A mandatory Pre-Bid Conference will be held at the Hamilton County Department of Education on May 7, 2013 at 10:00 a.m. Failure to attend will disqualify bidder from submitting bid.

Bid must be received in the Purchasing Department prior to the designated time for bid opening. Bids received after the designated time of opening will be considered late and will not be accepted. Bid opening date: May 14, 2013 @ 10:00 a.m.

BIDDER

BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga//Republic Services of Chattanooga

Company Name

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
April 25, 2013

INVITATION FOR BIDS – Refuse Removal

Sealed bids will be received addressed to the **Attention of: Denise Ellison, Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, until 10:00 AM, on Tuesday, May 14, 2013, at which time they will be opened and read publicly. Any bid received after the scheduled closing time for receipt of such bid will be returned to the bidder unopened.**

1. Ship, Deliver and Install all equipment and supplies in the respective project location, as directed by purchase order. All prices quoted must be installed prices.
2. Quality and Guarantee - All material on which bids are submitted shall be of the quality and grade established by Hamilton County Department of Education. Any item bid which does not completely meet stated specifications must be listed as an alternate.
3. Requirements for Submitting Bids - Bids made on forms other than the Proposal Form will not be considered. The signature of the person submitting the proposal shall be in longhand and the completed form shall be without erasure or interlineations. Bidder must provide one (1) marked "original" and one (1) marked "copy".
4. Rights of Owner - The Hamilton County Board of Education reserves the right to reject any or all bids or any part thereof, to waive technicalities, informalities, and to award a contract to other than the low bidder. The right is reserved to reduce or increase the quantity of any item; and to award contract by item number, or group of items. Price, quality, and suitability will be considered in awarding bids. Samples are to be submitted by the bidder if required upon request.
5. Clarification of Bid Document - Should a bidder find discrepancies in or omissions from the bid document or should he be in doubt as to its meaning, he shall at once request clarification of the Owner.
6. Awarding of Contracts - The Owner reserves the right to award one contract or all items or to award individual contracts item by item.
7. Invoices will be returned for correction unless they contain the following information: Purchase Order Number; Item Numbers; A Photograph of the existing condition with a written description of problem and a photograph on the corrective repair with a written description of the repair. Item; Quantity; Unit Price; Extensions; and Total.
8. Delivery of Goods and Services - It is understood and agreed that this bid shall constitute an offer which, when approved by the School Board and accepted in writing by the Purchasing Department, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed material and/or services will result in removal of your firm from our list of bidders for at least six (6) months.
9. Meeting Specifications - By my written signature on this bid, I (we) agree and certify that all items included in the bid meet or exceed any and all specifications covering such items. I (we) further agree, if awarded a contract, to deliver merchandise, or services which meet or exceed the specifications. Failure to comply with this section will result in removal of your firm from our list of bidders for at least six (6) months. This penalty does not preclude action to enforce specific performance.

10. **Bids Requested on Brands or Equal** - It is not intended to exclude other products of the intended quality level. Comparable products of other manufacturers will be considered if proof of comparability is requested and approved. It shall be the responsibility of the bidders; including bidders whose products are referenced, to furnish with the bid such specifications, catalog pages, brochures, and other data as will provide an adequate basis for determining the quality and functional capabilities of the products offered. Failure to provide this data may be considered valid justification for rejection of the bid.
11. **Bids Requested on Alternate Products or Specifications** - Alternate bids are encouraged. When Alternate Bids reveal more economical services, supplies, or materials than those specified, the Purchasing Department reserves the right to recommend the alternate or to re-advertise with modified specifications. Alternate bids cannot be considered, however, unless detailed specifications accompany the bid.
12. **Service** - All bidders are required to have an adequate service organization with service representatives located in Chattanooga or within two hours driving time of Chattanooga. Service representatives must be employed by the bidder or designated by him as his authorized representative on a full-time basis.
13. **Insurance** - Bidders shall provide Workman's Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required (See 4.1F - Insurance Required). All insurance must be occurrence based. Successful bidder must add the Hamilton County Department of Education as additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional named insured.
14. The successful bidder must furnish an acceptable legal surety company's performance bond in the amount equal to 100% of the accepted bid price.
15. All bidders must execute "Addendum to Agreement". Failure to execute "Addendum to Agreement" will result in disqualification of your bid. Vendor agrees ☒, does not agree ☐. (please check appropriate response) to execute "Addendum to Agreement".
16. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

BIDDER BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga/Republic Services of Chattanooga
Company Name

17. **Declaration/Statement by Bidder** - The respondent hereby states that he, his company or any of its employees, agents, officer or proposed sub-contractors have _____ have not ☒ violated or participated in a violation of (please indicate appropriate answer and be specific), been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. -1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961 - 1968), the Hobbs Act (18 U.S.C.1961), the Mail or Wire Fraud Statutes (18 U.S.C.-1341,1343), the False Statements Statue (18 U.S.C. -1001) the Tennessee AntiTrust Act (T.C.A.- 47-25-101) or similar State or Federal law. Respondent further states that he, his company or any of its officers, agents, or employees have _____ or have not ☒ (please indicate appropriate answer) been debarred by any governmental agency (Federal, State or Local). If your response is affirmative, please explain circumstances and the occasion. Failure to complete this statement shall be cause for your bid being considered non-responsive to this Bid Proposal Form and subject to rejection.
18. A bid bond in the amount of five (5) percent of the annual total bid amount must be included with the bid. Cashier's Check, Certified Check, Money Order or Other Non-Cancellable Negotiable Instrument May be Submitted in Lieu of a Bid Bond.

The Hamilton County Department of Education affirms that it complies with Title VI and Title IX acts of 1964 / 1972.

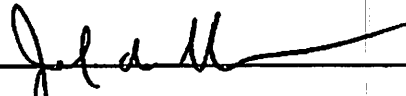
Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Title IX of the Education Amendments of 1972

Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.

General Information - I certify that no Hamilton County Department of Education Member or Department of Education Employee has any financial interest in this company or will profit in any way from this potential contract.

Signed  Date May 14, 2013

Print Name Joseph Salamone Email: jsalamone@republicservices.com

Company BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga/Republic Services of Chattanooga

Address 1018 E. 38th St.

City Chattanooga State TN Zip 37407

Telephone No. 423.867.4850 Fax No. 423.867.4861

Instructions for Non-Collusion Affidavit

- (1) This non-collusion affidavit is material to any contract awarded pursuant to this bid.
- (2) This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- (3) Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- (4) In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an affidavit must be submitted separately on behalf of each party.
- (5) The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm and intentionally high or noncompetitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.
- (6) The Non-Collusion Affidavit must be submitted with the contractor's bid for the proposed project. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**Non-Collusion Affidavit
(Attachment A)**

State of Tennessee

County of Hamilton

I state that I am General Manager
(Title)

BFI Waste Services, LLC d/b/a Allied Waste Services
of Chattanooga/Republic Services of Chattanooga
(Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or ~~inducement from any firm or person to submit~~ a complementary or other noncompetitive bid.

- (5) BFI Waste Services, LLC d/b/a Allied Waste Services
of Chattanooga/Republic Services of Chattanooga
(Name of my Firm), its affiliates, subsidiaries, officers, directors and

employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that BFI Waste Services, LLC d/b/a Allied Waste Services
of Chattanooga/Republic Services of Chattanooga
(Name of my Firm) understands and acknowledges that the

above representation are material and important and will be relied on by Hamilton County Department of Education
(Name of Public Entity)

in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from

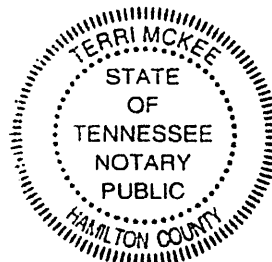
Hamilton County Department of Education
(Name of Public Entity) of the true facts relating to submission of bids for this contract.

[Signature]
(Signature and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 14 DAY
OF May, 20 13

[Signature]
NOTARY PUBLIC
My Commission Expires:

My Commission Expires:
April 23, 2014



HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
April 25, 2013

PROPOSAL FORM

TO: Hamilton County Board of Education
Chattanooga, Tennessee

The Hamilton County Board of Education will award a 48 month contract for refuse removal, per attached specifications. Contract period shall be July 1, 2013 through June 30, 2017. Contract may be renewed for an additional forty-eight (48) month period at twelve (12) month increments.

All bidders must provide the following:

- ability to service contract. Successful bidder must demonstrate proven ability to service contract of this size.
- three (3) references with phone numbers and contact person of comparable size contract.

Additions/deletions to this contract will be adjusted based on unit costs submitted for yardage and number of pick-ups.

All refuse must be properly disposed of in a state approved landfill.

IF ANY BIDDER REFUSES TO ENTER INTO A CONTRACT, THE BOARD OF EDUCATION SHALL RETAIN HIS/HER BID BOND AS LIQUIDATED DAMAGES BUT NOT AS A PENALTY

Bid price(s) may not be withdrawn for sixty (60) days from the date of bid opening.

**Specifications
Refuse Removal
Hamilton County Department of Education
Purchasing Department
April 25, 2013
Bid File No. 13-34**

Part I - General

1.1 Summary

- A. Provide labor, materials, equipment, and services necessary to pick up, transport and dispose of in a licensed landfill all refuse generated at Hamilton County Department of Education Facilities including but not limited to...

Schedule No. 1: (36 Weeks)—SCHOOL YEAR: TOTAL WEEKLY YDS. 3,964

<u>Location</u>	<u>Receptacles</u>	<u>Frequency</u>	<u>Wkly Schedule</u>	<u>Yardage</u>
Alpine Crest Elem 4700 Stagg Road	* 1-8 yd.	*3 X week	*M,W,F	* 24
Apison Elem 10433 E. Brainerd Road	* 2-8 yd.	*3 X week	*M,W,F	* 48
Battle Academy 1601 Market Street	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Bess T. Shepherd Elem 7126 Tyner Road	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Big Ridge Elem 5210 Cassandra Smith Road	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Birchwood Elem 5623 Highway 60	* 2-8 yd.	*1 X week	*Th	* 16
B. T. Washington School 7821 Hancock Road	* 1-8 yd.	*2 X week	*M, Th	* 16
Brainerd High 1020 N. Moore Road	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80

Brainerd High 1020 N. Moore Road	* 1-8 yd.	*3 X week	*M,W,F	* 24
Brown Academy 718 East 8 th Street	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Brown Middle 5716 Highway 58	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Calvin Donaldson 927 W. 37 th Street	* 1-8 yd.	*3 X week	*M,W,F	* 24
Central High 5728 Highway 58	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
Central Office 3074 Hickory Valley Road	* 2-8 yd.	*2 X week	*T, Th	* 32
Central Office Virtual School, Bldg 212	* 1-8 yd.	*2 x week	*T, Th	* 16
CSAS 865 E. Third Street	* 1-8 yd.	*2 X week	*M,Th	* 16
CSAS 865 E. Third Street	* 2-8 yd.	*3 X week	*M, W, F	* 48
Chattanooga High 1301 Dallas Road	* 2-8 yd.	*3 X week	*M,W, F	* 48
CSLA 6579 E. Brainerd Road	* 1-8 yd.	*3 X week	*M,W,F	* 24
Clifton Hills Elem 1815 E. 32 nd Street	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Daisy Elem 620 Sequoyah Road	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
Dalewood Middle 1300 Shallowford Road	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
DuPont Elem 4134 Hixson Pike	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
E. Brainerd Intermediate 7553 Igou Gap Rd.	* 2-8 yd.	*2 X week	*T, Th	* 32

Bid File No. 13-34

E. Brainerd Elem 7453 E. Brainerd Road	* 1-8 yd.	*5 X week	*M,T,W,Th,F * 40
E. Hamilton M/H 2015 Ooltewah-Ringgold Rd	* 2-8 yd	*5 X week	*M,T,W,Th,F * 80
E. Ham. M/H Ball Field 2015 Ooltewah-Ringgold Rd	* 1-8 yd	*1 X week	*M * 8
East Lake Academy 2700 East 34 th St.	* 1-8 yd	*5 X week	*M,T,W,Th,F * 40
East Lake Elem 3600 13 th Avenue	* 1-8 yd.	*5 X week	*M,T,W,Th,F * 40
East Ridge Elem 1014 John Ross Road	* 2-8 yd.	*5 X week	*M,T,W,Th,F * 80
East Ridge High 4320 Bennett Road	* 2-8 yd.	*5 X week	*M,T,W,Th,F * 80
East Ridge Middle 4400 Bennett Road	* 2-8 yd.	*5 X week	*M,T,W,Th,F * 80
East Side Elem 1603 S. Lyerly	* 1-8 yd.	*5 X week	*M,T,W,Th,F * 40
Falling Water Elem 715 Roberts Mill Road	* 1-8 yd.	*4 X week	*M,T,Th,F * 32
Ganns Middle Valley Elem 1609 Thrasher Pike	* 1-8 yd.	*5 X week	*M,T,W,Th,F * 40
Hardy Elem 2100 Glass Street	* 1-8 yd.	*5 X week	*M,T,W,Th,F * 40
Harrison Bay Voc Hamilton Cty Adult High 9050 Career Lane	* 1-8 yd.	*4 X week	*M,T,Th,F * 32
Harrison Elem 5637 Highway 58	* 1-8 yd.	*4 X week	*M,T,Th,F * 32
Henry Barger Academy 4808 Brainerd Road	* 1-8 yd.	*5 X week	*M,T,W,Th,F * 40
Hillcrest Elem 4302 Bonny Oaks Drive	* 1-8 yd.	*5 X week	*M,T,W,Th,F * 40

Bid File No. 13-34

Hixson Elem 5950 Winding Lane	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
Hixson High 5705 Middle Valley Road	* 3-8 yd.	*3 X week	*M,W,F	* 72
Hixson Middle 5680 Old Hixson Pike	* 2-8 yd.	*3 X week	*M,W,F	* 48
Howard SAT 2500 S. Market Street	* 3-8 yd.	*3 X week	*Mon,W,F	* 72
Hunter Middle 5973 Hunter Road	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
John Allen Elem 9811 Dallas Hollow Road	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Lakeside Elem 4850 Jersey Pike	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Loftis Middle 8611 Columbus Road	* 2-8 yd.	*4 X week	*M,T,Th,F	* 64
Lookout Mountain Elem 321 N. Bragg Avenue	* 1-8 yd.	*2 X week	*T,F	* 16
Lookout Valley Elem 701 Brown's Ferry Road	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
Lookout Valley High 350 Lookout High Street	* 2-8 yd.	*2 X week	*M, Th	* 32
Mary Ann Garber Elem 2225 Roanoke Avenue	* 1-8 yd.	*1 X week	*TH	* 8
McConnell Elem 6629 Columbus Road	* 2-8 yd.	*3 X week	*M,W,F	* 48
Nolan Elem 4435 Shackelford Ridge Road	* 2-8 yd.	*3 X week	*M,W,F	* 48
Normal Park Lower 1009 Mississippi Avenue	* 1-8 yd.	*3 X week	*M,W,F	* 24
Normal Park Upper 1219 W. Mississippi Avenue	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32

Bid File No. 13-34

N. Hamilton Cty Elem 601 Industrial Boulevard	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40
Old Soddy Gym Dayton Pike	* 1-4 yd.	*1 X week	*T.	* 4
Ooltewah Elem (Old) 9232 Lee Highway	* 1-8 yd.	*3 X week	*M,W,F	* 24
Ooltewah Elem (New) 8890 Snowy Owl	* 2-8 yd.	*4 X week	*M,W,Th,F	* 64
Ooltewah High 6123 Mountain View Road	* 3-8 yd.	*6 X week	*M,T,W,Th,F,S	* 144
Ooltewah Middle 5100 Ooltewah-Ringgold Road	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
Orchard Knob Elem 2000 E. Third St.	* 2-8 yd.	*4 X week	*M,T,Th,F	* 64
Orchard Knob Middle 500 N. Highland Park Avenue	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
Piney Woods 701 Hooker Road	* 1-8 yd.	*1 X week	* TH	* 8
Red Bank Elem 1100 Mountain Creek Road	* 2-8 yd.	*4 X week	*M,T,Th,F	* 64
Red Bank High 640 Morrison Springs Rd	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
Red Bank High Gym 640 Morrison Springs Rd	* 1-8 yd.	*2 X week	*M, TH	* 16
Red Bank Middle (New) 3701 Tom Weathers Drive	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
Rivermont Elem 3330 Hixson Pike	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
Sale Creek High 211 Patterson Road	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
School Age Child Care 4606 Oak Wood Drive	* 1-8 yd.	*1 X week	*Th	* 8

Bid File No. 13-34

School Service Center 2501 Dodds Avenue	* 2-8 yd.	*2 X week	*T, TH	* 32
School Food Svc/Whrs 2501 Dodds Avenue	* 1-8 yd.	*2 X week	*T, TH	* 16
Sequoyah Voc 9517 Ridge Trail	* 4-8 yd.	*2 X week	*M,TH	* 64
Signal Mtn. M/H 2650 Sam Powell Trail	* 3-8 yd	*3 X week	*M,W,F	* 72
Snow Hill Elem 9042 Career Lane	* 2-8 yd.	*4 X week	*M,T,Th,F	* 64
Soddy Daisy High 618 Sequoyah-Access Road	* 3-8 yd.	*4 X week	*M,T,Th,F	* 96
Soddy Daisy Middle 200 Turner Road	* 2-8 yd.	*3 X week	*M,W,F	* 48
Soddy Elem 260 School Street	* 1-8 yd.	*4 X week	*M,T,Th,F	* 32
Spring Creek Elem 1100 Spring Creek Road	* 2-8 yd.	*5 X week	*M,T,W,Th,F	* 80
STEM School 4501 Amnicola Hwy.	*1-8 yd.	*2 X week	*T, Th	* 16
Teachers Learning Ctr 1161 W. 40 th Street	* 1-8 yd.	*2 X week	*T, F	* 16
Thrasher Elem 1301 James Boulevard	* 2-8 yd.	*2 X week	*M,Th	* 32
Tyner High 6836 Tyner Road	* 2-8 yd.	*3 X week	*M,W,F	* 48
Tyner Middle 6837 Tyner Road	* 2-8 yd.	*3 X week	*M,W,F	* 48
Wallace Smith Elem 5971 Hunter Road	* 2-8 yd.	*4 X week	*M,T,Th,F	* 64
Westview Elem 9629 E. Brainerd Road	* 1-8 yd.	*5 X week	*M,T,W,Th,F	* 40

White Oak / Dawn 901 Altamont Road	* 1-8 yd.	*3 X week	*M,W,F	* 24
Wolftever Creek 5080 Ooltewah-Ringgold Road	* 2-8 yd.	*4 X week	*M,T,Th,F	* 64
Woodmore Elem 800 Woodmore Lane	* 1-8 yd.	*5 X week	*M,T,W,TH,F	* 40

TOTAL WEEKLY YARDAGE SCHEDULE NO. 1 (REGULAR) 3964 YARDS

Schedule No. 2 Summer

Location	Receptacles	Frequency	Wkly Schedule	Yardage
Alpine Crest Elem 4700 Stagg Road	* 1-8 yd.	*1 X week	*M,	* 8
Apison Elem 10433 E. Brainerd Road	* 2-8 yd.	*2 X week	*M,Th	* 32
Battle Academy 1601 Market Street	* 1-8 yd.	*1 X week	*M,	* 8
Bess T. Shepherd Elem 7126 Tyner Road	* 1-8 yd.	*1X week	*M,	* 8
Big Ridge Elem 5210 Cassandra Smith Road	* 1-8 yd.	*2 X week	*M,Th,	* 16
Birchwood Elem 5623 Highway 60	* 2-8 yd.	*1 X week	*M	* 16
B. T. Washington School 7821 Hancock Road	* 1-8 yd.	*1 X week	*M,	* 8
Brainerd High 1020 N. Moore Road	* 2-8 yd.	*1 X week	*M,	* 16
Brainerd High 1020 N. Moore Road	* 1-8 yd.	*1 X week	*M,	* 8
Brown Academy 718 East 8 th Street	* 1-8 yd.	*2 X week	*M,Th	* 16
Brown Middle 5716 Highway 58	* 1-8 yd.	*1 X week	*M,	* 8

Calvin Donaldson 927 W. 37 th Street	* 1-8 yd.	*1 X week	*M,	* 8
Central High 5728 Highway 58	* 2-8 yd.	*1 X week	*M,	* 16
Central Office 3074 Hickory Valley Road	* 2-8 yd.	*2 X week	*T, TH	* 32
Central Office Virtual School, Bldg 212	* 1-8 yd.	*2 x week	*T, TH	* 16
CSAS 865 E. Third Street	* 1-8 yd.	*1 X week	*M,	* 8
CSAS 865 E. Third Street	* 2-8 yd.	*1 X week	*M,	* 16
Chattanooga High 1301 Dallas Road	* 2-8 yd.	*1 X week	*M,	* 16
CSLA 6579 E. Brainerd Road	* 1-8 yd.	*1 X week	*M,	* 8
Clifton Hills Elem 1815 E. 32 nd Street	* 1-8 yd.	*1 X week	*M,	* 8
Daisy Elem 6020 Sequoyah Road	* 1-8 yd.	*2 X week	*M,Th	* 16
Dalewood Middle 1300 Shallowford Road	* 1-8 yd.	*1 X week	*M,	* 8
DuPont Elem 4134 Hixson Pike	* 1-8 yd.	*1 X week	*M,	* 8
E. Brainerd Intermediate 7553 Igou Gap Road	* 2- 8 yd.	*1 X week	*M	* 16
E. Brainerd Elem 7453 E. Brainerd Road	* 1-8 yd.	*1 X week	*M	* 8
E. Hamilton M/H 2015 Ooltewah-Ringgold Rd	* 2-8 yd	*1 X week	*M,	* 16
E. Ham. M/H Ball Field 2015 Ooltewah-Ringgold Rd	* 1-8 yd	*1 X week	*M	* 8

Howard SAT 2500 S. Market Street	* 3-8 yd.	*1 X week	*M,	* 24
Hunter Middle 5973 Hunter Road	* 2-8 yd.	*1 X week	*M,	* 16
John Allen Elem 9811 Dallas Hollow Road	* 1-8 yd.	*2 X week	*M,Th,	* 16
Lakeside Elem 4850 Jersey Pike	* 1-8 yd.	*1 X week	*M,	* 8
Loftis Middle Columbus Road	* 2-8 yd.	*1 X week	*M,	* 16
Lookout Mtn Elem 321 N. Bragg Avenue	* 1-8 yd.	*1 X week	*M,	* 8
Lookout Valley Elem 701 Brown's Ferry Road	* 1-8 yd.	*1 X week	*M,	* 8
Lookout Valley High 350 Lookout High Street	* 2-8 yd.	*1 X week	*M,	* 16
Mary Ann Garber Elem 2225 Roanoke Avenue	* 1-8 yd.	*1 X week	*M	* 8
McConnell Elem 6629 Columbus Road	* 2-8 yd.	*2 X week	*M,Th	* 32
Nolan Elem 4435 Shackelford Ridge Road	* 2-8 yd.	*1 X week	*M,	* 16
Normal Park Lower 1009 Mississippi Avenue	* 1-8 yd.	*1 X week	*M,	* 8
Normal Park Upper 1219 W. Mississippi Avenue	* 1-8 yd.	*1 X week	*M,	* 8
N. Hamilton Cty Elem 601 Industrial Boulevard	* 1-8 yd.	*1 X week	*M,	* 8
Old Soddy Gym Dayton Pike	* 1-4 yd.	*1 X week	*M.	* 4
Ooltewah Elem (Old) 9232 Lee Highway	* 1-8 yd.	*1 X week	*M,	* 8

Bid File No. 13-34

Ooltewah Elem (New) 8890 Snowy Owl	* 2-8 yd.	*1 X week	*M,	* 16
Ooltewah High 6123 Mountain View Road	* 3-8 yd.	*1 X week	*M,	* 24
Ooltewah Middle 5100 Ooltewah-Ringgold Road	* 2-8 yd.	*1 X week	*M	* 16
Orchard Knob Elem 2000 E. Third Street	* 2-8 yd.	*1 X week	*M,	* 16
Orchard Knob Middle 500 N. Highland Park Avenue	* 1-8 yd.	*1 X week	*M,	* 8
Piney Woods 701 Hooker Road	* 1-8 yd.	*1 X week	* M	* 8
Red Bank Elem 1100 Mountain Creek Road	* 2-8 yd.	*2 X week	*M,Th,	* 32
Red Bank High 640 Morrison Springs Road	* 2-8 yd.	*1 X week	*M,	* 16
Red Bank High Gym 640 Morrison Springs Road	* 1-8 yd.	*1 X week	*M,	* 8
Red Bank Middle (New) 3701 Tom Weathers Drive	* 2-8 yd.	*1 X week	*M,	* 16
Rivermont Elem 3330 Hixson Pike	* 1-8 yd.	*1 X week	*M,	* 8
Sale Creek High 211 Patterson Road	* 1-8 yd.	*1 X week	*M,	* 8
School Age Child Care 4606 Oak Wood Drive	* 1-8 yd.	*1 X week	*Th	* 8
Service Center 2501 Dodds Avenue	* 2-8 yd.	*2 X week	*T, TH	* 32
Food Svc/Wrhse 2501 Dodds Avenue	* 1-8 yd.	*2 X week	*T, TH	* 16
Sequoyah Voc 9517 Ridge Trail	* 4-8 yd.	*1 X week	*M,	* 32

Bid File No. 13-34

Signal Mtn. M/H 2650 Sam Powell Trail	* 3-8 yd	*1 X week	*M.	* 24
Snow Hill Elem 9042 Career Lane	* 2-8 yd.	*1 X week	*M,	* 16
Soddy Daisy High 618 Sequoyah Access Road	* 3-8 yd.	*1 X week	*M,	* 24
Soddy Daisy Middle 200 Turner Road	* 2-8 yd.	*1 X week	*M,	* 16
Soddy Elementary 260 School Street	* 1-8 yd.	*1 X week	*M,	* 8
Spring Creek Elem 1100 Spring Creek Road	* 2-8 yd.	*1 X week	*M,	* 16
STEM School 4501 Amnicola Hwy.	*1-8 yd.	*1 X week	*M	* 8
Teachers Learning Ctr 1161 W. 40 th Street	* 1-8 yd.	*2 X week	*T, Fri	* 16
Thrasher Elem 1301 James Boulevard	* 2-8 yd.	*2 X week	*M,Th	* 32
Tyner High 6836 Tyner Road	* 2-8 yd.	*1 X week	*M,	* 16
Tyner Middle 6837 Tyner Road	* 2-8 yd.	*1 X week	*M,	* 16
Wallace Smith Elem 5971 Hunter Road	* 2-8 yd.	*2 X week	*M,Th,	* 32
Westview Elem 9629 E. Brainerd Road	* 1-8 yd.	*1 X week	*M,	* 8
White Oak / Dawn 901 Altamont Road	* 1-8 yd.	*1 X week	*M,	* 8
Wolfcreek Creek 5080 Ooltewah-Ringgold Road	* 2-8 yd.	*1 X week	*M,	* 16
Woodmore Elem 800 Woodmore Lane	* 1-8 yd.	*1 X week	*M,	* 8

TOTAL WEEKLY YARDAGE SCHEDULE NO. 2 (SUMMER)

1276 YARDS

Schedule No. 3 Single-Stream Recycle

Location	Receptacles	Frequency	Wkly Schedule	Yardage
Battle Academy 1601 Market Street	* 1-8 yd.	*1 X week	*F	* 8
Bess T. Shepherd Elem 7126 Tyner Road	* 1-8 yd.	*1 X week	*M,	* 8
Brown Academy 718 East 8 th Street	* 1-8 yd.	*1 X week	*F	* 8
Brown Middle 5716 Highway 58	* 1-8 yd.	*1 X week	*T	* 8
Calvin Donaldson Elem 927 W. 37 th Street	* 1-8 yd.	*1 X week	*F	* 8
Central High 5728 Highway 58	* 1-8 yd.	*1 X week	*T	* 8
Clifton Hills Elem 1815 E. 32 nd Street	* 1-8 yd.	*1 X week	*W	* 8
East Ridge Middle 4400 Bennett Road	* 1-8 yd.	*1 X week	*T	* 8
Hardy Elem 2100 Glass Street	* 1-8 yd.	*1 X week	*Th	* 8
Harrison Bay Voc Hamilton Cty Adult High 9050 Career Lane	* 1-8 yd.	*1 X week	*T	* 8
Harrison Elem 5637 Highway 58	* 1-8 yd.	*1 X week	*T	* 8
Hillcrest Elem 4302 Bonny Oaks Drive	* 1-8 yd.	*1 X week	*Th	* 8
Howard SAT 2500 S. Market St.	* 1-8 yd.	*1 X week	*F	* 8
Hunter Middle 5973 Hunter Road	* 1-8 yd.	*1 X week	*T	* 8

Ooltewah Elem (New) 8890 Snowy Owl	* 1-8 yd.	*1 X week	*Th	* 8
Ooltewah Middle 5100 Ooltewah-Ringgold Road	* 1-8 yd.	*1 X week	*T	* 8
Red Bank Elem 1100 Mountain Creek Road	* 1-8 yd.	*1 X week	*M,	* 8
Red Bank High 640 Morrison Springs Road	* 1-8 yd.	*1 X week	*W	* 8
Red Bank Middle (New) 3701 Tom Weathers Drive	* 1-8 yd.	*1 X week	*W	* 8
Snow Hill Elem 9042 Career Lane	* 1-8 yd.	*1 X week	*T	* 8
Spring Creek Elem 1100 Spring Creek Road	* 1-8 yd.	*1 X week	*W	* 8
Teachers Learning Ctr 1161 W. 40 th Street	* 1-8 yd.	*1 X week	*Fri	* 8
Tyner Middle 6837 Tyner Road	* 1-8 yd.	*1 X week	*M,	* 8
Wallace Smith Elem 5971 Hunter Road	* 1-8 yd.	*1 X week	*T	* 8
Wolfcreek Creek 5080 Ooltewah-Ringgold Road	* 1-8 yd.	*1 X week	*T	* 8

**TOTAL WEEKLY YARDAGE SCHEDULE NO. 3 SINGLE-STREAM RECYCLE
(ESTIMATED) 200 YARDS**

RECYCLING: PROPOSER MUST PROVIDE RECYCLE CONTAINERS AS REQUESTED. BIDDER/PROPOSER MAY SUBMIT A PRICE (DEDUCT OR ADD) TO IMPLEMENT A "RECYCLING" PROGRAM. SUCH PROGRAM MUST NOT RESULT IN A FAILURE TO REMOVE SOLID WASTE IN A TIMELY MANNER OR ALLOW WASTE TO ACCUMULATE ON SCHOOL PROPERTY. QUANTITY OF SOLID WASTE LISTED IN THE PICK-UP SCHEDULE HAS BEEN ESTIMATED TO BE NECESSARY FOR EFFICIENT SCHOOL OPERATION. BIDDER/PROPOSER ASSUMES RISK FOR SUCCESS OR FAILURE OF ANY PROPOSED RECYCLING PROGRAM. TRAINING OF HCDE PERSONNEL AND COMPLIANCE WITH RECYCLING PROVISIONS WILL BE THE RESPONSIBILITY OF BIDDER/PROPOSER.

Schedule No.1: 36 Weeks*
*Regular fiscal year (July 1 – June 30).

Total Weekly Yardage 3,964

Schedule No. 2: (16 weeks, may vary)--SCHOOL NOT IN SESSION

TOTAL WEEKLY YARDS: 1,276

Schedule No. 3: Single-Stream Recycle (36 Weeks, may vary) Total weekly yards 200

Empty receptacles one time per week at all locations during summer and holiday breaks. With exception of Brown Academy, Central Office, Service Center, Food Service/Warehouse, Piney Woods, Mary Ann Garber, Hardy Elementary and Teacher's Learning Center (they will remain on regular schedule).

1.2 Quality Assurance

- A. Comply with all applicable laws, codes, and regulations.
- B. Use adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts, who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.
- C. Provide to the Hamilton County Department of Education a copy of all licenses required by law pertaining to the transport and disposal of refuse and insurance requirements set forth by the school district.

1.3 Delivery, Storage, and Handling

- A. Contractor will supply all trash receptacles and provide an acceptable maintenance program insuring all receptacles are in full working order, clean, (washed when necessary to maintain appearance and compliance with Health Department Regulations) and painted when necessary. Tops and/or covers must be operable at all times.
- B. Identify each receptacle with the contractors name and telephone number for service and inquiries and all proper safety notices.
- C. Locate at all times each receptacle in its designated location.
- D. Receptacles removed off site for disposal of refuse are to be returned promptly and in an acceptable condition.
- E. Take all necessary steps to protect the public and all property and vehicles from damage during progress of the work of this contract.

2.1 Materials

- A. Successful bidder must furnish new (unused) receptacles, with operable lids. (Dumpsters) All receptacles (Dumpsters) are to be approved by the Hamilton County Department of Education for proper physical condition, color, and style prior to locating on campus.
- B. Bidder must furnish single-stream recycle containers where requested.

3.1 Execution

- A. Examine all locations scheduled to receive receptacles in this contract and locate conditions which will adversely affect the performance and quality of the work. Advise the Hamilton County Department of Education of all such conditions and secure further directions from the school district as required.
- B. Notifications for special pick-ups will be the responsibility of the Hamilton County Department of Education with a response time of no more than 24 hours by the contractor unless otherwise arranged due to special circumstances.
- C. Receptacles inaccessible due to traffic or weather conditions will be brought to the attention of the Hamilton County Department of Education for corrective action immediately.
- D. Weekly schedule changes will be the responsibility of the school district. The contractor will notify the Hamilton County Department of Education of any recommendations related to scheduling that may be of benefit to the school district or the contractor's operation.
- E. All scheduled refuse removal operations will be performed during the hours of 6:00 a.m. to 11:00 a.m. or earlier if it does not interfere with the operation of the school or the privacy of nearby residences.

3.2 Owners Representative

- A. The Hamilton County Department of Education or designee retains the right to visit the disposal site, observe the operation, and report to the physical plant on the contractor's adherence to the specified requirements.

4.1 Special Conditions

- A. The Parties acknowledge the initial term of this Agreement, which is for a period of forty-eight (48) months commencing on July 1, 2013, followed by four (4) additional renewal periods of twelve (12) months thereafter. Either party may elect not to renew this Agreement at the expiration of the original term or after each renewal period. This agreement may be terminated by either party hereto at the end of the initial forty-eight (48) month period or additional twelve (12) month renewal period by written notice to this effect sent via Certified Mail to the other party at least ninety (90) days prior to the end of the initial forty-eight (48) month period or twelve (12) month renewal period.

- B. Any request for rate increase will be done in writing by notification to the Assistant Superintendent Auxiliary Services, Hamilton County Department of Education, 2501 Dodds Avenue, Chattanooga, TN 37407 at least ninety (90) days prior to the end of each fiscal year renewal period (July 1 – June 30) for review. (Increases limited to Atlanta area CPI or 2% maximum, whichever is less)
- C. It is agreed by the parties hereto that in the event of an alleged breach of any provisions of this agreement the offended party shall, by written notice, give to the offending party sixty (60) days, commencing with the receipt of said notice, to correct the alleged breach. In the event said alleged breach is not so remedied within the sixty (60) day period, the offended party may in its discretion give written notice to the offending party that at the end of an additional thirty (30) day period the offended party shall consider this agreement cancelled and that it tends to be released from all obligations hereunder. In the event of termination, all amounts due and owing shall be adjusted to the effective date of termination.
- D. **Independent Contractor:** Contractor shall acknowledge that it and its employees serves as independent contractors and that HCDE shall not be responsible for any payment, insurance or incurred liability.
- E. **Indemnification:** Contractor shall indemnify, save and hold harmless HCDE, the School Board, Administration, agents and employees from all suits, claims actions or damages of any nature brought because of, or arising out of, or due to breach of agreement by contractor, its sub-contractors, suppliers, agents or employees due to any negligent act or occurrence or any omission or commission of contractor, its sub-contractors, suppliers, agents or employees.

F. INSURANCE REQUIRED:**

All bidders must provide Certificate of Insurance detailing the following coverage and amounts as part of bid submittal:

COVERAGE	AMOUNT
Workers Compensation:	Statutory limits of Tennessee
Employers Liability:	\$1,000,000 per occurrence
Commercial General Liability:	\$1,000,000 each occurrence, \$2,000,000 aggregate
E & O:	\$1,000,000 each occurrence
Auto (Truck) Liability:	\$1,000,000 each occurrence + uninsured motorist

Successful bidder must add the Hamilton County Department of Education to insurance policies as additional named insured prior to the execution of contract .

- G. Invoicing for specified services will be monthly, listing each facility and cost respectively. Special pick-ups are to be invoiced separately with a description of service and facility.

H. ALLOWANCE:

1. Include the sum of Fifteen Thousand Dollars (\$15,000.00) in the base bid to allow for special or additional pick-ups as directed by owner. Special pick-ups to be billed individually on a monthly basis. Any unused funds to be adjusted on the last monthly bill of the fiscal year.
2. Include the sum of Thirty Two Thousand Six Hundred Twenty Four dollars (\$32,624.00) in the base bid to allow for adjustment of fuel cost per the formula in item I. below.

I. FUEL ESCALATOR:

For the purpose of the solid waste bid, the cost of ultra-low sulfur diesel fuel is established as **\$4.20** per gallon for the month of July, 2013.

A monthly "fuel adjustment" will be allowed under the following conditions.

The average monthly fuel cost will be established at the end of each month based on reports issued by: Energy Information Administration for Midwest PAAD II average cost per gallon.

Web site: <http://www.eia.gov/petroleum/gasdiesel/>

Fuel adjustment will be calculated as follows:

For each \$.20 cent variation in the monthly average per gallon price of diesel fuel above or below the bid established price of **\$4.20** per gallon, the per yard cost will be adjusted by \$.05 cents up or down as fuel cost varies.

Example:

Weekly yardage	increase/ or decrease per gallon	yardage adjustment cents per yard	weekly impact
3,964	.20	.05 per yard	3,964 x .05=\$198.20
1,276	.20	.05 per yard	1,276 x .05=\$63.80

Impact for 36 week period per each \$0.20 change in price:
 $36 \times \$198.20 = \$7,135.20$

Impact for 16 week period per each \$0.20 change in price:
 $16 \times \$63.80 = \$1,020.80$

Annual budget impact for each \$.20 cent change in fuel prices:

$\$7,135.20 + \$1,020.80 = \$8,156.00$

Provide allowance in base bid of \$32,624.00 to allow for up to an eighty cent (\$.80) per gallon increase of fuel cost above base-line cost. Any additional increase of \$.20 cents per gallon will be added at the same formula, but is not included the allowance. Any decrease of \$.20 cents per gallon in fuel costs, below base-line cost will result in per yard price reduction of \$.05 per yard.

5.1 Bid Proposal

Lump Sum Price Schedule

Schedule No.	Weekly Yardage	Cost per Yard	Weeks	Total
1	3,964 X	\$ 2.09 X	36 =	\$ 298,251.36
2	1,276 X	\$ 2.09 X	16 =	\$ 42,669.44
3	200 X	\$ 0.75 X	36 =	\$ 5,400.00

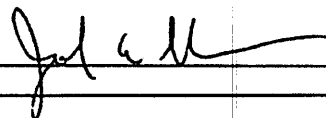
ALLOWANCE FOR SPECIAL PICK-UPS: ADD LUMP SUM \$15,000.00

ALLOWANCE FOR FUEL ESCALATOR: ADD LUMP SUM \$32,624.00

TOTAL ANNUAL COST (INCLUDES BASE BID, ALLOWANCES AND RECYCLE COST): \$ 393,944.80

Written Total Annual Cost: Three-hundred & ninety-three thousand, nine-hundred & forty-four dollars and eighty cents

COMPANY NAME: BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga // Republic Services of Chattanooga

OFFICIAL SIGNING: 

DATE: May 14, 2014

NOTE: THE HAMILTON COUNTY BOARD OF EDUCATION SHALL ONLY USE THE ANNUAL TOTAL UNDER SECTION 5.1, BID PROPOSAL LUMP SUM PRICE SCHEDULE, IN ANALYZING THE FINANCIAL IMPACT OF EACH BID AND ALTERNATE BID(S), IF APPLICABLE. ANY BID OR ALTERNATE BID(S), IF APPLICABLE, THAT DOES NOT INCLUDE AN ANNUAL TOTAL COST SHALL BE CONSIDERED AN INCOMPLETE BID AND NOT INCLUDED IN THE TALLY OF ALL RECEIVED COMPLETE BIDS

ADDENDUM*****USED EQUIPMENT

Bid File No. 13-34

Provide allowance in base bid of \$32,624.00 to allow for up to an eighty cent (\$.80) per gallon increase of fuel cost above base-line cost. Any additional increase of \$.20 cents per gallon will be added at the same formula, but is not included the allowance. Any decrease of \$.20 cents per gallon in fuel costs, below base-line cost will result in per yard price reduction of \$.05 per yard.

5.1 Bid Proposal

Lump Sum Price Schedule

Schedule No.	Weekly Yardage	Cost per Yard	Weeks	Total
1	3,964 X	\$ <u>2.04</u> X	36 =	\$ <u>291,116.16</u>
2	1,276 X	\$ <u>2.04</u> X	16 =	\$ <u>41,648.64</u>
3	200 X	\$ <u>0.50</u> X	36 =	\$ <u>3,600.00</u>

ALLOWANCE FOR SPECIAL PICK-UPS: ADD LUMP SUM \$15,000.00

ALLOWANCE FOR FUEL ESCALATOR: ADD LUMP SUM \$32,624.00

TOTAL ANNUAL COST (INCLUDES BASE BID,
ALLOWANCES AND RECYCLE COST):

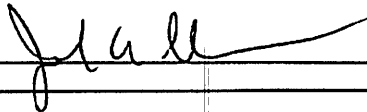
\$ 383,988.80

Written Total Annual Cost:

Three-hundred & eighty-three thousand, nine hundred & eighty-eight dollars and eighty cents

COMPANY NAME: BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga // Republic Services of Chattanooga

OFFICIAL SIGNING:



DATE:

May 14, 2014

NOTE: THE HAMILTON COUNTY BOARD OF EDUCATION SHALL ONLY USE THE ANNUAL TOTAL UNDER SECTION 5.1, BID PROPOSAL LUMP SUM PRICE SCHEDULE, IN ANALYZING THE FINANCIAL IMPACT OF EACH BID AND ALTERNATE BID(S), IF APPLICABLE. ANY BID OR ALTERNATE BID(S), IF APPLICABLE, THAT DOES NOT INCLUDE AN ANNUAL TOTAL COST SHALL BE CONSIDERED AN INCOMPLETE BID AND NOT INCLUDED IN THE TALLY OF ALL RECEIVED COMPLETE BIDS

Special Pick-up Price Schedule

<u>No.</u>	<u>Item</u>	<u>Location</u>	<u>Cost</u>
(1)	20 yard Dumpster	All Facilities	\$ 18.00 per yard*
(2)	30 yard Dumpster	All Facilities	\$ 18.00 per yard*
(3)	40 yard Dumpster	All Facilities	\$ 18.00 per yard*

*20, 30, and 40 yard dumpster per yard price to include delivery, pick-up and disposal cost

NOTE: THE HAMILTON COUNTY BOARD OF EDUCATION SHALL CONSIDER THE COST UNDER THE SPECIAL PICK-UP PRICE SCHEDULE FOR INFORMATION PURPOSES ONLY. THE COST WILL NOT BE CONSIDERED IN ANALYZING THE FINANCIAL IMPACT OF ANY COMPLETED BID OR ALTERNATE BID (S), IF APPLICABLE. FURTHER, THE HAMILTON COUNTY BOARD OF EDUCATION RESERVES THE RIGHT TO UTILIZE ANY COMPANY FOR ONE-TIME SPECIAL DUMPSTER NEEDS IT CHOOSES.

Bonds required

A. Bid Bond: Bid Bond in the amount of five (5) percent of the annual total cost must be submitted with bid. If a bidder submits multiple bids, the amount of the bid bond shall be five (5) percent of the highest submitted bid.

B. Performance Bond: Performance Bond in the full annual amount of the contract must be submitted prior to approval of the contract.

5.3 Acceptance

A. The successful bidder agrees to implement this schedule within ten (10) days after notice of award.

B. It is understood that bids will be tabulated immediately after opening of bids and the contract will be awarded within thirty (30) days pending owner/Board approval.

A mandatory pre-bid conference will be held at the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, TN 37421, on Tuesday, May 7, 2013, at 10:00 a.m. All bidders are required to attend the pre-bid conference. Failure to attend the pre-bid conference will disqualify bidder from submitting bid.

Questions regarding this bid are to be submitted in writing to:

Gary Waters

Hamilton County Department of Education

2501 Dodds Avenue

Chattanooga, TN 37407

Phone 423-209-5600

Fax 423-209-5601

E-Mail: waters_gary@hcdc.org

ADDENDUM TO AGREEMENT

This addendum shall be considered part of and incorporated into the Agreement between the Hamilton County Department of Education, hereinafter referred to as, "Department" and

BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga // Republic Services of Chattanooga

 Company (Company) dated

May 14, 2013

. Notwithstanding any other language to the contrary in the

Agreement, the following terms shall be controlling:

1. This lease/contract shall terminate at the end of the current fiscal year, June 30. Additional annual term(s), each of which said term shall expire at the end of the then current fiscal year, shall be at the sole option of the Department. If not renewed, for reason of Funding Out (which means Department has insufficient funds to pay at June 30), Department shall have no obligation to pay any additional costs and Department shall surrender all rights and interest in any asset(s) which are not fully owned by Department to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the Department shall be consistent during the term(s) of the Agreement.
2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee.
3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

Superintendent
Hamilton County Department of Education

Date



Authorized Representative

BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga // Republic Services of Chattanooga

Company

May 14, 2013

Date

Hamilton County Department of Education Vendor Information Form and Substitute IRS Form W9

PRINT OR TYPE

Name: (as appears on your income tax return)

BFI Waste Services, LLC d/b/a Allied Waste Services of Chattanooga //
Republic Services of Chattanooga

Business Name: (if different from above)

Business Federal Tax ID # 88-1008626 or Social Security # _____

If using SS# include name: (as appears on your income tax return)

Does IRS require a 1099 for your company earnings? ☐ Yes ☒ No

If "Yes" Business Owner's Name: _____

Mailing address for payments

Allied Waste Services #997
P.O. Box 8001099
Louisville, KY 40290-1099

Mailing address for purchase orders, proposals and bids

Allied Waste
1018 E. 38th St.
Chattanooga TN., 37407

Contact Person: Terrl McKee

Phone # (423) 887 - 4860

Fax # (423) 887 - 4861

E-mail: tmckee@republicservices.com

Indicate your business organization type:

☐ Individual ☐ Partnership ☒ Corporation ☐ Government Agency
☐ Other _____

Is your business incorporated? ☒ Yes ☐ No

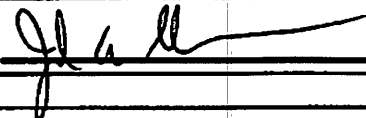
Certification: Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (1) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (as defined here)

Definition of a U.S. person: For federal tax purposes, you are considered a U.S. person if you are:

- > An individual who is a U.S. citizen or U.S. resident alien,
- > A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- > An estate (other than a foreign estate), or
- > A domestic trust (as defined in Regulations section 301.7701-7).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding

Signature of U.S. Person: 

Title: General Manager

Date: May 14, 2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	
INSURED REPUBLIC SERVICES, INC. 16500 N. ALLIED WAY PHOENIX, AZ 85054	
CONTACT NAME:	INSURER A: OLD REPUBLIC INSURANCE COMPANY
PHONE (A/C No. Ext):	INSURER B: ILLINOIS UNION INSURANCE COMPANY
E-MAIL ADDRESS: certificate@acordcentral.com	INSURER C:
FAX (A/C No. Ext):	INSURER D:
NAIC #	INSURER E:

COVERAGES
CERTIFICATE NUMBER: 274531
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	LTR	TYPE OF INSURANCE	ADSL	BSR	WVD	POLICY NUMBER	POLICY EFF	EXPIRATION DATE	LIMITS
A		GENERAL LIABILITY				MMZY 58655	08/30/2012	08/30/2013	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
A		AUTOMOBILE LIABILITY				MMWB 21558	08/30/2012	08/30/2013	BODILY INJURY (Per person) \$ 5,000,000 BODILY INJURY (Per accident) \$ 5,000,000 PROPERTY DAMAGE (Per accident) \$ 5,000,000
A		UMBRELLA LAB							EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				MMWC 117827 00 AOS	08/30/2012	08/30/2013	WC STATUS: ☒ OTHER ☐ E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
B		POLLUTION LEGAL LIABILITY				PPL G27084061 001	08/30/2012	08/30/2013	\$25,000,000 Per Occurrence \$25,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Coverage - For use by Republic Services, Inc. and all its subsidiaries
TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Republic Services, Inc., & its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation insurance in Texas. The excess policy (MWXS 880) shown on this certificate provides excess indemnity and Employers Liability coverage for the approved Indemnity Plan.

CERTIFICATE HOLDER	Evidence Only
CANCELLATION	AUTHORIZED REPRESENTATIVE SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

BID BOND

Travelers Casualty and Surety Company of America
One Tower Square 3PB, Hartford, CT 06183

Bond No. Bid Bond

KNOW ALL MEN BY THESE PRESENTS,

That we, BFI Waste Services, LLC, as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America, of One Tower Square 3PB, Hartford, CT 06183, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto Hamilton County Department of Education, as Oblgee, hereinafter called the Oblgee, in the sum of Five Percent (5%) of the annual total bid amount Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Refuse Removal

NOW, THEREFORE, if the Oblgee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblgee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblgee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblgee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of May, 2013.

BFI Waste Services, LLC

By: Jacqueline Hampton (Seal)
Jacqueline Hampton Attorney-in-Fact, Principal

Amanda Mashburn Witness

Travelers Casualty and Surety Company of America

By: Johanne S. Puckett (Seal)
Johanne S. Puckett, Attorney-in-Fact

Rebekah Wicke
Rebekah Wicke Witness

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America.

May 14, 2013

Hamilton County Department of Education
3074 Hickory Valley Rd
Chattanooga, TN 37421

RE: BFI Waste Services, LLC

Gentlemen:

We are writing to you at the request of BFI Waste Services, LLC
This principal has or is about to submit a proposal for Bid for Refuse Removal

If a contract for this work is awarded to BFI Waste Services, LLC
Travelers Casualty and Surety Company of America a surety licensed
to conduct business in the State of TN has agreed to act as surety on
the bond as specified in the bid proposal.

Please let us know if you need anything further in this regard.

Sincerely,



Johanne S. Puckett
Attorney-in-fact

Travelers Casualty and Surety Company of America

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225255

Certificate No. 005362271

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Johanne S. Puckett, Jacqueline Hampton, and Michelle Patterson

of the City of Greenville, State of South Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of February, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 12th day of February, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Johanne S. Puckett and/or Michelle Patterson and/or Jacqueline Hampton, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

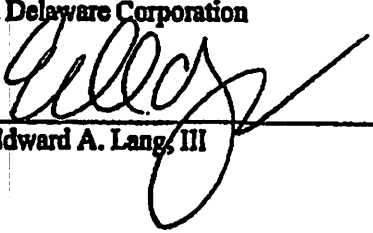
1. Surety bonds and/or bid bonds to the United States of American or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds and/or bid bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by REPUBLIC SERVICES, INC. and its subsidiaries. REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney and the Client Service Agreement dated October 15, 2008 between WELLS FARGO INSURANCE SERVICES USA, INC. and REPUBLIC SERVICES, INC. and until notice or revocation has been given by REPUBLIC SERVICES, INC. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 29th day of June, 2012, on behalf of REPUBLIC SERVICES, INC. by its Senior Vice President and Treasurer, Edward A. Lang, III

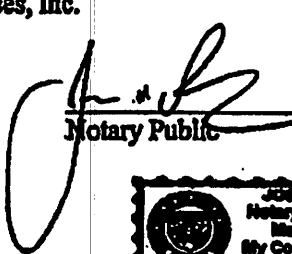
REPUBLIC SERVICES, INC.,
a Delaware Corporation


Edward A. Lang, III

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 16th day of July, 2012 by Edward A. Lang, III Senior Vice President and Treasurer of Republic Services, Inc.


Notary Public



CERTIFICATE OF SECRETARY

The undersigned, Secretary of **BFI WASTE SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE NORTH AMERICA, INC.**, a Delaware corporation, the sole member of the Company (the "Member") by written consent of the Member on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RELATING TO THE BID OR PROPOSAL TO PROVIDE REFUSE REMOVAL SERVICES FOR THE HAMILTON COUNTY DEPARTMENT OF EDUCATION IN THE STATE TENNESSEE

RESOLVED, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company, in connection with the day-to-day business activities of the Company, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that **JOSEPH SALAMONE** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 10th day of May, 2013.



Eileen B. Schuler, Secretary

20/21 HCDE Solid Waste Break Down

Account#	Site #	Site Name	Service Address	Cont. Quantity	Cont. Size	Service	Service Days	Days per Week	Yards per year
574681	1	SIGNAL MTN MIDDLE/HIGH SCHOOL	2650 SAM POWELL TRL	3	8	9/1W	M, W Fr	3	3744
574681	2	OOLTEWAH MIDDLE SCHOOL <PAPER>	5100 OOLTEWAH RINGGO	1	8	1/1W	F	1	416
574681	4	HARRISON ELEMENTARY <PAPER>	5637 HIGHWAY 58	1	8	1/1W	F	1	416
574681	5	TYNER MIDDLE SCHOOL <PAPER>	6837 TYNER RD	1	8	1/1W	M	1	416
574681	6	BATTLE ACADEMY <PAPER>	1601 MARKET ST	1	8	1/1W	F	1	416
574681	7	EAST RIDGE MIDDLE <PAPER>	4400 BENNETT RD	1	8	1/1W	F	1	416
574681	9	CALVIN DONALDSON SCHOOL<PAPER>	927 W 37TH ST	1	8	1/1W	F	1	416
574681	11	APISON ELEMENARY NEW	4302 BONNY OAKS DR	1	8	1/1W	W	1	416
574681	12	BATTLE ACADEMY	100 E 25TH ST	1	8	1/1W	F	1	416
574681	13	BROWN ACADEMY	640 MORRISON SPRINGS	1	8	1/1W	Tu	1	416
574681	14	HAMILTON CO SCHOOL BLDG 212	7126 TYNER RD	1	8	1/1W	M	1	416
574681	15	BROWN ACADEMY <PAPER>	718 E 8TH ST	1	8	1/1W	F	1	416
574681	19	WOLFTEVER ELEMENTARY <PAPER>	5080 OOLTEWAH RINGGO	1	8	1/1W	F	1	416
574681	20	SPRING CREEK ELEMENTARY<PAPER>	1100 SPRING CREEK RD	1	8	1/1W	F	1	416
574681	22	WALLACE SMITH ELEMENTARY/PAPER	5971 HUNTER RD	1	8	1/1W	F	1	416
574681	23	RED BANK ELEMENTARY <PAPER>	1100 MOUNTAIN CREEK	1	8	1/1W	M	1	416
574681	26	HUNTER MIDDLE SCHOOL <PAPER>	5973 HUNTER RD	1	8	1/1W	F	1	416
574681	27	EAST RIDGE HIGH SCHOOL <PAPER>	4320 BENNETT RD	1	8	1/1W	F	1	416
574681	28	CENTRAL HIGH SCHOOL <PAPER>	5728 HIGHWAY 58	1	8	1/1W	F	1	416
574681	30	BROWN MIDDLE SCHOOL <PAPER>	5716 HIGHWAY 58	1	8	1/1W	F	1	416
574681	32	TEACHERS LEARNING CNTR <PAPER>	1161 W 40TH ST	1	8	1/1W	F	1	416
574681	33	HARDY ELEMENTARY SCHOOL<PAPER>	2100 GLASS ST	1	8	1/1W	Th	1	416
574681	34	RED BANK HIGH <GYM>	640 MORRISON SPRINGS	1	8	2/1W	M,TH	2	832
574681	35	HIXSON MIDDLE SCHOOL <TRASH>	5681 OLD HIXSON PIKE	1	8	5/1W	M,TWTHF	5	2080
574681	39	EAST HAMILTON COUNTY HIGH	2015 OOLTEWAH RINGGO	2	8	10/1W	M,TU,W,TH.F	5	4160
574681	50	CLIFTON HILLS SCHOOL <PAPER>	1815 E 32ND ST	1	8	1/1W	W	1	416
574681	61	STEM SCHOOL	4501 AMNICOLA HWY	1	8	2/1W	M,TH	2	832
574681	69	OOLTEWAH ELEMENTARY	8890 SNOWY OWL RD	2	8	10/1W	M,TWTHF	5	4160
574681	72	RED BANK MIDDLE SCHOOL <PAPER>	3701 TOM WEATHERS DR	1	8	1/1W	T	1	416
574681	73	HIXSON ELEMENTARY <PAPER>	5950 WINDING LN	1	8	1/1W	T	1	416
574681	78	HIXSON MIDDLE SCHOOL <PAPER>	5681 OLD HIXSON PIKE	1	8	1/1W	T	1	416
574681	79	CSLA <CHATT SCH LA> SINGLESTRM	6579 E BRAINERD RD	1	8	1/1W	Th	1	416
574681	80	STEM SCHOOL <SINGLE STREAM>	4501 AMNICOLA HWY	1	8	1/1W	T	1	416
574681	81	NORMAL PARK ELEM UPPER<SNGL ST	1219 W MISSISSIPPI A	1	8	1/1W	F	1	416
574681	82	NORMAL PARK ELEM LOWER<SNGL ST	1009 MISSISSIPPI AVE	1	8	1/1W	F	1	416

Account#	Site #	Site Name	Service Address	Cont. Quantity	Cont. Size	Service	Service Days	Days per Week	Yards per year
574681	83	EAST BRAINERD ELEMENTARY <NEW>	7553 IGOU GAP RD	2	8	10/1W	F	5	4160
574681	85	GANNIS MIDDLE VALLEY NEW SCHOOL	1609 THRASHER PIKE	2	8	8/1W	M, T, TH FR	4	3328
574681	86	EAST SIDE ELEMENTARY PAPER	1603 S LYERLY ST	1	8	1/1W	W	1	416
574681	87	EAST HAMILTON COUNTY HIGH S/S	2015 OOLTEWAH RINGGO	1	8	1/1W	T	1	416
574681	88	DUPONT ELEM<SS>	4134 HIXSON PIKE	1	8	1/1W	T	1	416
574681	90	LOOKOUT VALLEY ELEM<SS>	701 BROWNS FERRY RD	1	8	1/1W	F	1	416
574681	91	BARGER ACADEMY<SS>	4808 BRAINERD RD	1	8	1/1W	F	1	416
574681	92	ORCHARD KNOB ELEMENTARY <PAPER	400 N ORCHARD KNOB A	1	8	1/1W	F	1	416
574681	95	HOWARD CONNECT ACADEMY	100 E 25TH ST	1	8	3/1W	M, W, FR	3	1248
574681	96	BRAINERD HIGH SCHOOL <SS>	7126 TYNER RD	1	8	1/1W	F	1	416
574681	97	BIG RIDGE ELEMENTARY <PAPER>	5210 CASSANDRA SMITH	1	8	1/1W	F	1	416
574681	98	ORCHARD KNOB MIDDLE SCHOOL <SS	500 N HIGHLAND PARK AVE	1	8	1/1W	TH	1	416
574681	99	HIXSON HIGH SCOO (REC)	5705 MIDDLE VALLEY RD	1	8	1/1W	TU	1	416
574681	102	OOLTEWAH ELEMENTARY (REC)	8890 SNOWY OWL RD	1	8	1/1W	M	1	416
574681	103	BESS T SHEPHERD ELEMENTARY	7126 TYNER RD	1	8	5/1W	M,T,W,TH,F	5	2080
574681	104	BIG RIDGE ELEMENTARY	5210 CASSANDRA SMITH	1	8	3/1W	M,W F	3	1248
574681	105	BRAINERD HIGH SCHOOL	1020 N MOORE RD	2	8	10/1W	M,T,W,TH,F	5	4160
574681	105	BRAINERD HIGH SCHOOL	1020 N MOORE RD	1	8	3/1W	M, W , F	3	1248
574681	107	CALVIN DONALDSON SCHOOL	927 W 37TH ST	1	8	3/1W	M, W , F	3	1248
	108	OOLTEWAH HIGH SCHOOL <REC>	6123 MOUNTAIN VIEW R	1	8	1/1W	M	1	416
574681	109	CSLA <CHATT SCH LIBERAL ARTS>	6579 E BRAINERD RD	1	8	3/1W	M, W , F	3	1248
574681	110	CSAS <CHATT SCH ART & SCIENCE>	865 E 3RD ST	1	8	2/1W	M, TH	2	832
574681	110	CSAS <CHATT SCH ART & SCIENCE>	865 E 3RD ST	2	8	6/1W	M, W, FR	3	2496
574681	111	CLIFTON HILLS SCHOOL	1815 E 32ND ST	1	8	5/1W	M,T,W,TH,F	5	2080
574681	112	DALEWOOD MIDDLE SCHOOL	1300 SHALLOWFORD RD	1	8	4/1W	M, T, TH FR	4	1664
574681	113	DUPONT ELEMENTARY	4134 HIXSON PIKE	1	8	4/1W	M, T, TH FR	4	1664
574681	115	EAST LAKE ELEMENTARY SCHOOL	3600 13TH AVE	1	8	5/1W	M,T,W,TH,F	5	2080
	116	ACCESS ROAD HCS CLINIC	4602 N ACCESS RD	1	8	1/1W	W	1	416
	117	CENTRAL OFFICE BOE BUILDING 22	6703 BONNY OAKS DR	1	8	2/1W	M,TH	2	832
574681	118	HARDY ELEMENTARY SCHOOL	2100 GLASS ST	1	8	5/1W	MTWTHF	5	2080
574681	119	BARGER ACADEMY	4808 BRAINERD RD	1	8	5/1W	M,T,W,TH,F	5	2080
574681	120	HILLCREST ELEMENTARY SCHOOL	4302 BONNY OAKS DR	1	8	5/1W	M,T,W,TH,F	5	2080
574681	121	HIXSON ELEMENTARY SCHOOL	5950 WINDING LN	1	8	5/1W	M,T,W,TH,F	5	2080
574681	122	HIXSON HIGH SCHOOL	5705 MIDDLE VALLEY R	3	8	9/1W	M,T,W,TH,F	5	6240
574681	124	HOWARD HIGH SCHOOL	100 E 25TH ST	3	8	9/1W	M, W, FR	3	3744
574681	125	LAKESIDE ACADEMY	4850 JERSEY PIKE	1	8	5/1W	M,T,W,TH,F	5	2080
574681	126	LOOKOUT VALLEY HIGH SCHOOL	350 LOOKOUT HIGH ST	2	8	4/1W	M, T, TH FR	4	3328
574681	127	MARY ANN GARBER ELEMENTARY	2225 ROANOKE AVE	1	8	1/1W	F	1	416
574681	129	ORCHARD KNOB ELEMENTARY	400 N ORCHARD KNOB A	2	8	8/1W	M, T, TH FR	4	3328

Account#	Site #	Site Name	Service Address	Cont. Quantity	Cont. Size	Service	Service Days	Days per Week	Yards per year
574681	130	ORCHARD KNOB MIDDLE SCHOOL	500 N HIGHLAND PARK	1	8	5/1W	M,T,W,TH,F	5	2080
574681	131	NORMAL PARK ELEMENTARY	1009 MISSISSIPPI AVE	1	8	5/1W	M,	1	416
574681	132	NORMAL PARK ELEM UPPER<TRASH>	1219 W MISSISSIPPI A	1	8	4/1W	M, T, TH FR	4	1664
574681	134	RIVERMONT ELEMENTARY SCHOOL	3330 HIXSON PIKE	1	8	4/1W	M, T, TH FR	4	1664
574681	135	TYNER HIGH SCHOOL	6836 TYNER RD	2	8	6/1W	M, W, FR	3	2496
574681	136	TYNER MIDDLE SCHOOL	6837 TYNER RD	2	8	6/1W	M, W, FR	3	2496
574681	137	LOOKOUT VALLEY ELEMENTARY	701 BROWNS FERRY RD	1	8	4/1W	M, T, TH FR	4	1664
574681	138	WOODMORE SCHOOL	800 WOODMORE LN	1	8	5/1W	M,T,W,TH,F	5	2080
574681	139	SCHOOL SERVICE CENTER	2501 DODDS AVE	2	8	4/1W	T,TH,	2	1664
574681	140	TEACHERS LEARNING CENTER	1161 W 40TH ST	1	8	2/1W	T, TH	2	832
574681	141	CENTER FOR CREATIVE ARTS	1301 DALLAS RD	2	8	6/1W	M, W, FR	3	2496
574681	144	BOOKER T WASHINGTON SCHOOL	7821 HANCOCK RD	1	8	2/1W	T, TH	2	832
574681	146	EASTSIDE ELEMENTARY	1603 S LYERLY ST	1	8	5/1W	M,T,W,TH,F	5	2080
574681	147	EAST LAKE ACADEMY	3501 DODDS AVE	2	8	6/1W	M, W, FR	3	2496
574681	149	ALPINE CREST ELEMENTARY	4700 STAGG RD	1	8	3/1W	M, W, FR	3	1248
574681	151	CENTRAL HIGH SCHOOL	5728 HIGHWAY 58	2	8	10/1W	M,T,W,TH,F	5	4160
574681	152	DAISY ELEMENTARY SCHOOL	620 SEQUOYAH RD	1	8	5/1W	M,T,W,TH,F	5	2080
574681	153	EAST RIDGE ELEMENTARY	1014 JOHN ROSS RD	2	8	10/1W	M,T,W,TH,F	5	4160
574681	154	EAST RIDGE HIGH SCHOOLS	4320 BENNETT RD	2	8	10/1W	M,T,W,TH,F	5	4160
574681	155	EAST RIDGE MIDDLE SCHOOL	4400 BENNETT RD	2	8	10/1W	M,T,W,TH,F	5	4160
574681	157	SODDY DAISY HIGH	618 SEQUOYAH RD	3	8	12/1W	M, T, TH FR	4	4992
574681	160	SNOW HILL ELEMENTARY	9042 CAREER LN	2	8	8/1W	M, T, TH FR	4	3328
574681	162	HARRISON BAY VOCATIONAL	9050 CAREER LN	1	8	4/1W	M, T, TH FR	4	1664
574681	163	HARRISON ELEMENTARY	5637 HIGHWAY 58	1	8	4/1W	M, T, TH FR	4	1664
574681	164	HUNTER MIDDLE SCHOOL	5973 HUNTER RD	2	8	10/1W	M,T,W,TH,F	5	4160
574681	165	BROWN MIDDLE SCHOOL	5716 HIGHWAY 58	1	8	5/1W	M,T,W,TH,F	5	2080
574681	166	JOHN ALLEN ELEMENTARY	9811 DALLAS HOLLOW R	1	8	5/1W	M,T,W,TH,F	5	2080
574681	167	LOFTIS MIDDLE SCHOOL	8611 CAMP COLUMBUS R	2	8	8/1W	M, T, TH FR	4	3328
574681	168	LOOKOUT MTN ELEMENTARY	321 N BRAGG AVE	1	8	2/1W	T, TH	2	832
574681	170	MCCONNELL ELEMENTARY SCHOOL	8629 CAMP COLUMBUS R	2	8	6/1W	M, W, FR	3	2496
574681	171	NOLAN ELEMENTARY SCHOOL	4435 SHACKLEFORD RID	2	8	6/1W	M, W, FR	3	2496
574681	172	N HAMILTON CO ELEMENTARY	601 INDUSTRIAL BLVD	1	8	5/1W	M,T,W,TH,F	5	2080
574681	173	SODDY DAISY HIGH-OLD LOCATION	10848 DAYTON PIKE	1	6	1/1W	W	1	312
574681	174	OOLTEWAH HIGH SCHOOL	6123 MOUNTAIN VIEW R	2	8	12/1W	M,T,W,TH,F,SA	6	4992
574681	175	OOLTEWAH MIDDLE SCHOOL	5100 OOLTEWAH RINGGO	2	8	10/1W	M,T,W,TH,F	5	4160
574681	176	RED BANK ELEM	1100 MOUNTAIN CREEK	2	8	8/1W	M, T, TH FR	4	3328
574681	177	RED BANK HIGH SCHOOL	640 MORRISON SPRINGS	2	8	10/1W	M,T,W,TH,F	5	4160
574681	178	RED BANK MIDDLE SCHOOL	3701 TOM WEATHERS DR	1	8	5/1W	M,T,W,TH,F	5	2080
574681	179	SALE CREEK HIGH SCHOOL	211 PATTERSON RD	2	8	6/1W	M, W, FR	3	2496

Account#	Site #	Site Name	Service Address	Cont. Quantity	Cont. Size	Service	Service Days	Days per Week	Yards per year
574681	180	SCHOOL SVC CENTER <<FOOD SVC>>	2501 DODDS AVE	1	8	2/1W	T,FR	2	832
574681	181	SEQUOYAH VOCATIONAL SCHOOL	9517 W RIDGE TRAIL R	4	8	8/1W	M, T, TH FR	4	6656
574681	182	CENTRAL OFFICE BOARD OF EDUCAT	6703 BONNY OAKS DR	2	8	4/1W	M, T, TH FR	4	3328
574681	184	WALLACE SMITH ELEMENTARY	5971 HUNTER RD	2	8	8/1W	M, T, TH FR	4	3328
574681	185	SODDY DAISY MIDDLE SCHOOL	200 TURNER RD	2	8	6/1W	M, W, FR	3	2496
574681	186	SODDY ELEMENTARY SCHOOL	260 SCHOOL ST	1	8	4/1W	M, T, TH FR	4	1664
574681	186	SODDY ELEMENTARY SCHOOL	260 SCHOOL ST	1	8	3/1W	M, W, FR	3	1248
574681	187	SPRING CREEK ELEMENTARY SCHOO	1100 SPRING CREEK RD	2	8	10/1W	M,T,W,TH,F	5	4160
574681	188	THRASHER ELEMENTARY SCHOOL	1301 JAMES BLVD	2	8	4/1W	M, T, TH FR	4	3328
574681	189	WESTVIEW ELEMENTARY SCHOOL	9629 E BRAINERD RD	1	8	5/1W	M,T,W,TH,F	5	2080
574681	190	WHITE OAK ELEMENTARY SCHOOL	901 ALTAMONT RD	1	8	3/1W	M, W, FR	3	1248
574681	191	WOLFTEVER ELEMENTARY SCHOOL	5080 OOLTEWAH RINGGO	2	8	8/1W	M, T, TH FR	4	3328
574681	192	CHILD CARE CENTER	4606 OAKWOOD DR	1	8	1/1W	Th	1	416
574681	193	APISON ELEMENARY NEW	10433 E BRAINERD RD	1	8	3/1W	M, W, FR	3	1248
574681	193	APISON ELEMENARY NEW	10433 E BRAINERD RD	1	8	1/1W	F	1	416
574681	194	BATTLE ACADEMY	1601 MARKET ST	1	8	5/1W	M,T,W,TH,F	5	2080
574681	195	BROWN ACADEMY	718 E 8TH ST	1	8	5/1W	M,T,W,TH,F	5	2080
574681	200	HAMILTON CO SCHOOL BLDG 212	6702 BONNY OAKS DR	1	8	2/1W	M,TH	2	832

230776

19/20 TotalCost \$344,733.10

19/20 Total Cost /CY \$1.49

20/21 Not to Exceed PO Request \$400,000.00

VIII. 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**

Memorandum

To: Hamilton County Board of Education

Bryan Johnson, Ed.D.
Superintendent

From: Dr. Justin Robertson, Ed.D.
Chief Operations Officer

Date: July 16, 2020

Re: June 2020 Legal Services Summary

The following reflects the legal fees paid for the month of June.

Bennett & DeCamp, PLLC (retainer)	20,000.00
TOTAL	\$20,000.00

IX. Adjourn