

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

I. Roll Call

II. **Approval of the Agenda

III. Woodmore Elementary - Remembrance

IV. Executive Session - No

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

VI. Exemplars of Excellence

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



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

MEMORANDUM

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

FROM: Office of Operations

DATE: November 21, 2019

RE: A.F. Bridges Award Recipients

The A.F. Bridges Divisional Awards are presented by the TSSAA and are given to schools that have had no reported unsportsmanlike conduct incidents during the previous school year. Additionally, they must have displayed an overall positive effort to teach, expect and demand a positive atmosphere of sportsmanship at their particular contests.

The award is given in honor of the TSSAA's first executive secretary. Bridges served as executive secretary from 1946 until 1972. Under his leadership, athletics in the state of Tennessee reached a level of excellence and competence that earned the respect of all people. According to the TSSAA, Bridges was a person of high principles who displayed firmness and fairness, as well as the high ideals of ethics and integrity, as he and many other school people established the foundation of the TSSAA across the state.

In total, there are seven A.F. Bridges Awards given out each year. The award is given for: School System Administrator of the Year, Principal of the Year, Athletic Director of the Year, Female Coach of the Year, Male Coach of the Year, Official of the Year and Contributor of the Year.

At this time, we would like to recognize the following Hamilton County Schools recipients:

School System Administrator of the Year
Dr. Bryan Johnson, Hamilton County Schools

Principal of the Year
Angela Cass, Ooltewah High School

Athletic Director of the Year
Mandi Munn, Red Bank High School

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

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

MEMORANDUM

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

FROM: Stephanie Hinton, Executive Director of Opportunity Zone Schools
Dr. Zac Brown, Director of Secondary Schools

DATE: November 21, 2019

RE: Request to recognize Dr. Le Andrea Ware, The Howard School

The Tennessee Principal of the Year award is presented annually to a school leader for outstanding service in education and exceptional leadership that drives school improvement. This annual award recognizes administrators who have helped provide educational opportunities for Tennessee students through leadership, programs, and vision.

The Hamilton County Department of Education is pleased to recognize Dr. Le Andrea Ware, Executive Principal of The Howard School as the 2019-2020 Tennessee Principal of the Year and East Grand Division winner. Dr. Ware was nominated by her peers and placed along with nine other principals from across the state as regional finalists.

Dr. Ware returned to her alma mater at the end of the 2017-2018 as the interim principal. A dedicated and exemplary leader, Dr. Ware exhibits an unwavering commitment to the students and staff of The Howard School hereby earning her this distinct honor. She will significantly continue to impact the quality of education of her students for years to come.

VII. Delegations

A. Jeanette Omarkhail, HCEA

B. Heather Modrow - Request to speak regarding substitutes

VIII. Presentations

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

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

MEMORANDUM

To: Hamilton County Board of Education

From: Dr. Bryan Johnson, Superintendent

Date: November 21, 2019

Subject: RECOGNITION OF PLAQUE COMMEMORATING SENATE BILL NO. 26

I would like to recognize the passage of Senate Bill No. 26 sponsored by Senator Todd Gardenhire. This ACT was passed by the General Assembly of the State of Tennessee on April 4, 2019. This bill amends the language surrounding the definition and use of vapor products.

With this clarification and new language, our School Board will be able to further align our Board policies with State requirements.

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

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

MEMORANDUM

To: Hamilton County Board of Education

From: Dr. Bryan Johnson, Superintendent

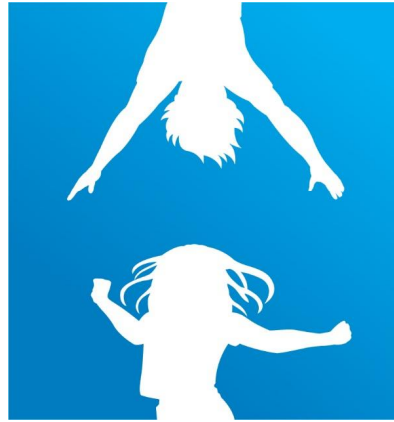
Date: November 21, 2019

RE: FUTURE READY 2023 UPDATES TO SCHOOL BOARD – GREAT
TEACHERS AND LEADERS – KEITH FOGLEMAN

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

Future Ready 2023 outlines five action areas:

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



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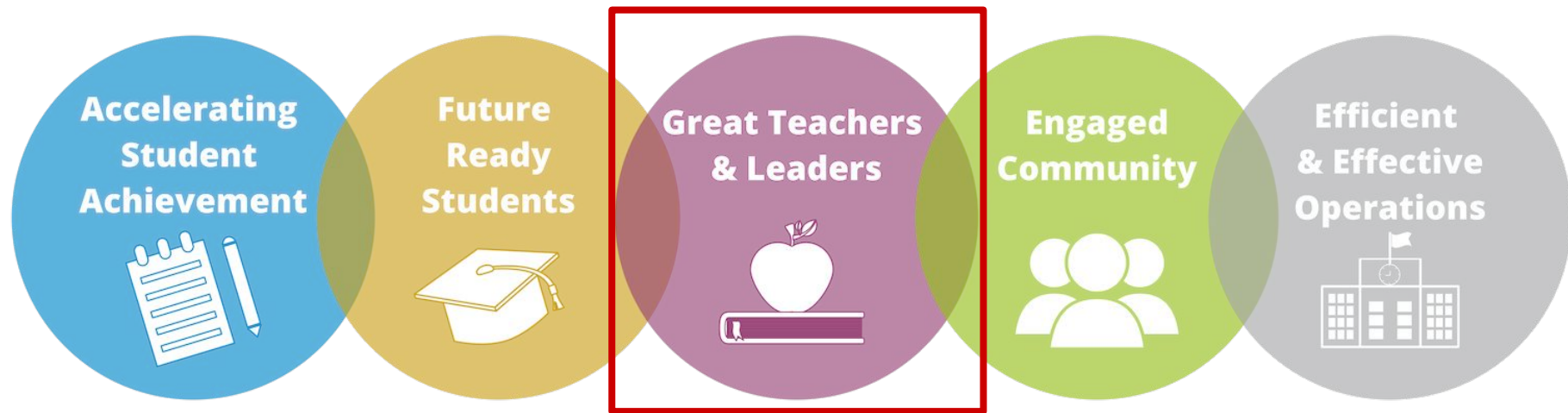
Great Teachers & Leaders

November 21, 2019

Keith Fogleman, Chief Talent Officer

Future Ready 2023

- Our teachers and staff must be *ready to excel*... by recruiting, developing, and retaining the best talent.
- How we **prioritize** our efforts to **continuously improve**.



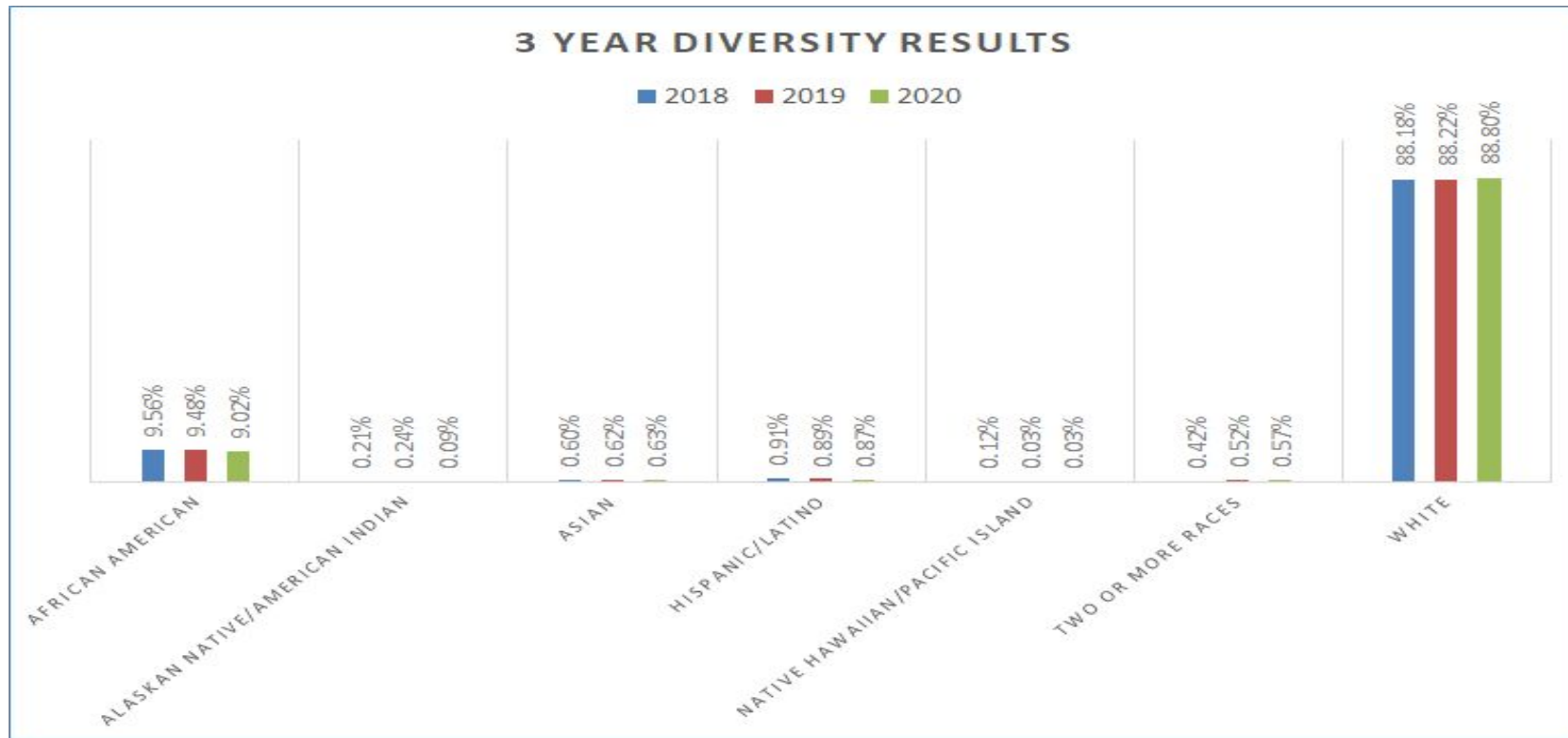
Key Strategies - Great Teachers and Leaders

- Recruit and select top talent
- Retain talent
- Provide competitive total rewards
- Stimulate professional learning and growth
- Identify, develop, and support leaders
- Include classified and professional employees in talent development

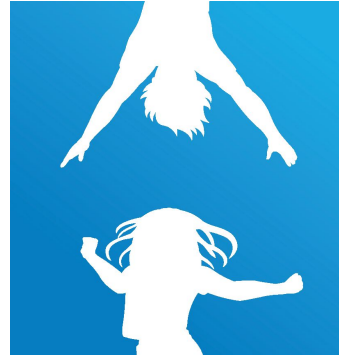
Key Performance Indicators

Metric	Target	Actual
Time to Offer	32 Days	27 Days
Diversity Index	1:53	1:58
1-year Teacher Retention	75%	86%
2nd Year Teacher Retention	N/A	71%

District Teacher Diversity



Recruit and Select Top Talent



Recruit until the 1st Day of School

- Recruit from 1st contact until 1st day of school
- HR Recruiting and Staffing Goals
 - All classrooms filled by 1st day of school
 - Expand experienced teacher recruitment
 - Expand talent pipelines
 - Improve technology
 - Applicant Tracking System
 - Texting service



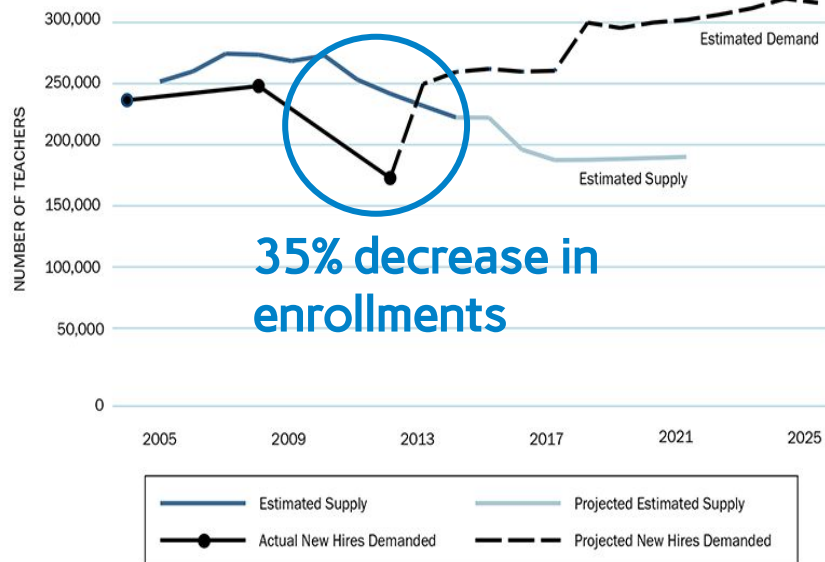
Welcome to Hamilton County Schools

We are excited that you have chosen to begin or continue your career with us! Our human resources team is here to support you as you transition to Hamilton County Schools. We look forward to meeting you at

Talent Pool Challenges

National Trends

Figure 1. Projected Teacher Supply and Demand



Note: The supply line represents the midpoints of our upper- and lower-bound teacher supply estimates (see Figure 10 in the report for full analysis).
Source: U.S. Department of Education, multiple databases (see Appendix A in full report).

UTC College of Education

Year	Total Enrollment	Graduates
2015-2016	852	173
2016-2017	775	155
2017-2018	697	156
2018-2019	655	104

Over a 4 year period:

- **24%** decrease in Total Enrollment
- **40%** decrease in Graduates

Staffing by the Numbers : 2019-2020

316

New to Hamilton County
Teachers

840

Teaching jobs filled
year to date

170

First year teachers
were hired

Classified jobs filled
year to date

413

States represented by
"New to HCS" teachers

19

Filled positions - Learning Communities

First Day of School

LEARNING COMMUNITIES

LEARNING COMMUNITIES	Posted	Filled	%-age
HARRISON BAY	120	116	97%
MISSIONARY RIDGE	130	129	99%
NORTH RIVER	91	88	97%
OPPORTUNITY ZONE	228	225	99%
ROCK POINT	101	99	99%
Learning Communities Total	670	657	98%

1st Day Open Positions - 13

- 4 Classroom positions
- 4 Exceptional Education Positions
- 1 School Counselor
- 4 September/October Vacancies

November 21

LEARNING COMMUNITIES

LEARNING COMMUNITIES	Posted	Filled	%-age
HARRISON BAY	144	142	99%
MISSIONARY RIDGE	162	157	97%
NORTH RIVER	108	108	100%
OPPORTUNITY ZONE	266	253	95%
ROCK POINT	112	110	98%
Learning Community Totals	792	770	97%

November 21 Open Positions - 22

- 8 Classroom positions
- 4 Exceptional Education Positions
- 1 Instructional Coach
- 1 School Counselor (Grant)
- 8 January Vacancies

Staffing Timeline

Oct 28 - Dec. 13 - Post and select AP and Instructional Coach pool

Nov. 1 - Pool Postings for Math and Science

Nov. 13 - Fall Recruitment Event

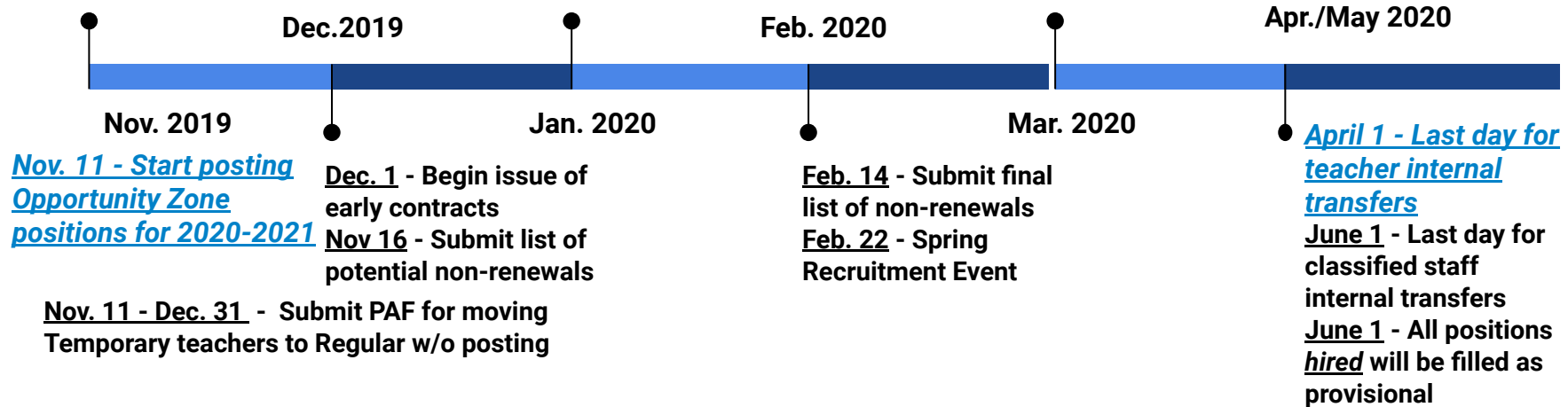
Jan. 2 - Non Opp. Zone Postings begin

March 9-13 - Notify non-renewals

Nov 27 - 29 Thanksgiving

Dec 19 - Jan. 3 Winter Break

April 3 - April 10 Spring Break May 21 - Last Day



Early Staffing

“Study Finds Late-Hired Teachers Likely to Leave,” Education Week, June 14, 2019

2018 Open and Filled by Month



2018-39% of positions filled prior to May 1

2019 Open and Filled by Month



2019-58% of positions filled prior to May 1

Cultivating Relationships

University Partnership Consortium

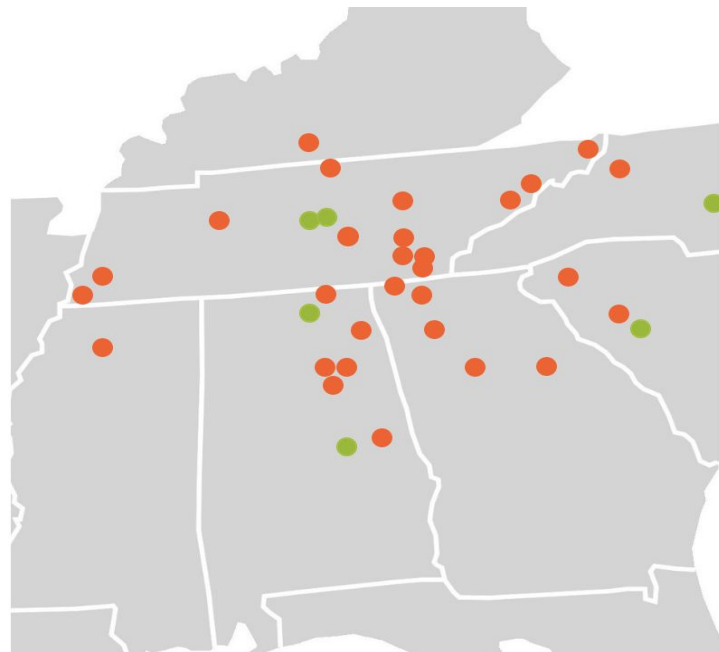
- UTC
- Lee
- Southern

Focus

- Student Teachers
 - Intentional and Diverse Placements
 - Selection and Training for Clinical Instructor/Mentors
 - School Induction/PD Involvement
- Teaching Fellows
- Teacher recruitment

SY 2020-2021 Recruitment Plans

30 universities including
7 HBCUs



Hiring Events

Recruitment Fairs

- Teachers
 - 2 large events: **Fall** and **Spring**
 - 2019 Fall - **160** attendees
 - Highlight Schools and **Job Opportunities**
- Expanded Classified
 - Local events
 - HCS only event(s)



Candidate Preparation



Teacher Hiring Event
Candidate Guide

- Preparing for the Event
- Do's and Don'ts
- What to Wear
- Resume Preparation
- Elevator Speech and Introductions
- Etiquette for the Fair

Building the Brand

- HCS - The **Best** School District in Tennessee
- Chattanooga - “The smartest community in the South” *Velocity 2040*
- The **details**
 - Join the Best!
 - Highlighting Induction Opportunities and Leadership Pathways
 - Leveraging Social Media



Achieved **Highest** Level of Academic Growth

Literacy & Numeracy

Literacy

Numeracy

Social Studies

Overall

5

5

5

5

5

21 schools also earned 5s across the board



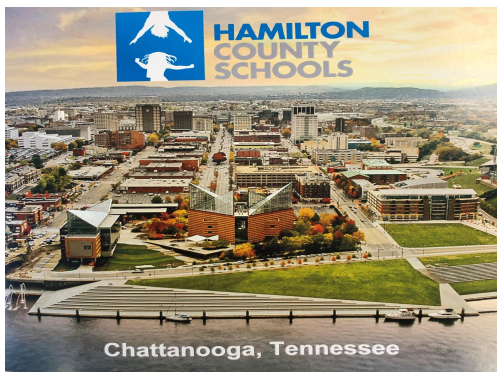
Building The Brand



< Quick Links



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TC **TEACH**
CHATTANOOGA
Learn, Teach, Lead **Together**



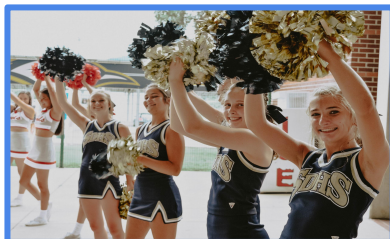
Preview Days

- **5+** preview dates beginning in December
 - Covenant
 - Dalton State
 - Lee
 - Southern
 - UTC
- **Tour** 3-4 schools and interviews
- Focus on **candidate experience**



Signing Day

Celebration of contract signing for new to HCS teachers



10 | Wednesday, June 19, 2019

SUBMIT NEWS AND PHOTOS TO RIVERANDRIDGE@TIMESFREEPRESS.COM

*** COMMUNITY.TIMESFREEPRESS.COM

NORTH HAMILTON METRO SIGNAL MOUNTAIN



New East Ridge Elementary School teachers Jonathan Barry and Sarah Ginsberg pose during Hamilton County Schools' New Teacher Signing Day. The district's induction team was ready to sign teachers up for orientation, the second annual New Teacher Academy, and even to help connect those who might be looking for a roommate.



Hailey Raphael, Tamela Cooley and Desiree Oliver, from left, pose during Hamilton County Schools' New Teacher Signing Day. Raphael and Cooley are new teachers at East Ridge Elementary and Oliver is a new teacher at Tyner Middle.



Rai Laird, left, and Rebecca Taylor meet during Hamilton County Schools' New Teacher Signing Day. Laird is a new teacher at East Lake Academy and Taylor is a new teacher at North Hamilton County Elementary.



Amy Whitener, center, smiles as she walks through a tunnel of cheerleaders welcoming her to Hamilton County Schools and the district's first-ever New Teacher Signing Day. An avid college football fan, district Superintendent Bryan Johnson said the event was modeled after the signing days that athletes typically take part in with great fanfare.

SIGNING DAY WELCOMES TEACHERS WITH FANFARE

BY MEGHAN MANGRO
STAFF WRITER

Dozens of people mingled in Finley Stadium's club room last Friday night as school names were called out — East Ridge, Sody-Daisy, Tyner. As the schools were called out, new teachers who will be joining those schools this fall had their pictures taken and gathered together with all the fanfare of a college signing day.

The new teacher signing day was an event brainstormed by the school district's human



resources department to bring together and celebrate first-year teachers and teachers who are

joining Hamilton County Schools for the first time. It is part of ongoing efforts this year to better

Left: A "new teacher bingo" card is seen in front of a Sody-Daisy football helmet. The teachers received goodie bags and bingo cards that encouraged them to connect with others in attendance.

attract, hire and retain teachers in Hamilton County and to "recruit from the first day [of school]," said Chief Talent Officer Keith Fogleman.

To read the full story, visit timesfreepress.com.



Dalewood Middle School Principal Arielle Hayes, left, poses with new Dalewood Middle teacher Kristen Harris. Dozens of school principals and district leaders were there, welcoming the new teachers and chatting about their schools.



Keely Dunavin, left, and Kacie Pendergrass meet as part of the New Teacher Signing Day. Dunavin is a new teacher at Thrasher Elementary and Pendergrass is a new teacher at East Brainerd Elementary. The event was meant to celebrate and connect new teachers — to show them they are valued, said Erin Kirby, the district's induction specialist.



Hamilton County Schools Superintendent Bryan Johnson welcomes those in attendance. About 350 new teachers will be hired this year, according to district estimates.



HAMILTON
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Signing Day



EDUCATIONAL LEADERSHIP

What New Teachers Need

September 2019



NOTEWORTHY

Signing Day for Teachers

Many athletic teams hold celebratory events when they sign new members to the roster. So why not do that for new teachers? That was the idea behind Hamilton County School District's New Teacher Signing Day, held this summer. As reported in the *Times Free Press* (<https://bit.ly/2JKJ5hE>), teachers joining the Tennessee district for the first time this fall had their names called out as they walked through a line of celebrating cheerleaders. This was also a chance for all the new teachers to meet each other and the district's administrators.



Signing Day for teachers.

A Good Deed Can Go Unpunished

Worried that mentoring a student teacher will lower your own evaluation score? Fear not. A working paper from Brown University (<https://bit.ly/2XKdxCr>) suggests that serving as a cooperating teacher can actually

in the *Philadelphia* recently for giving for a change. The filled with "Philly teachers on the at such as *cheesesteak* to more obscure t authentic), the book part of the commu



HAMILTON
COUNTY
SCHOOLS

Additional Pipelines

Teach for America

- 17 Corps Members placed; paying for 15
- 14 women and 3 men
- 23.5% diversity
- Assigned Schools :
 - Dalewood - 3 Corps Members
 - Hardy - 2 Corps Members
 - Orchard Knob Elementary - 3 Corps Members
 - Orchard Knob Middle - 3 Corps Members
 - East Lake Elementary - 1 Corps Members
 - Howard - 4 Corps Members
 - Donaldson - 1 Corps Members

Additional Pipelines

Project Inspire

- Hired 21 residents for 2019- 2020
- 22 Current Residents
 - 3 Job Embedded
- 16 women and 6 men
- 14% diversity
- Assigned Schools:
 - Opportunity Zone - 15 Residents
 - Missionary Ridge - 4 Residents
 - Harrison Bay - 2 Residents
 - Rock Point - 1 Resident

Alternative Licensure

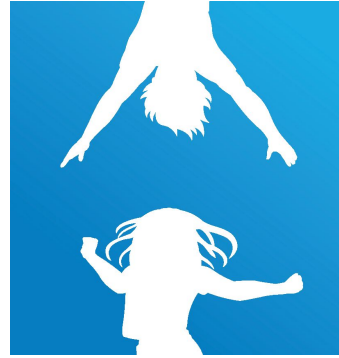
Alternative Licensure Pipelines

- Exceptional Education - Job Embedded
 - **6 Exceptional Education Assistants** recruited to Job Embedded Teachers in January
- “Growing our Own”
 - **Recruit from the community** and classified employees
 - Explored interest from **classified employees** last spring
 - Improve **Retention and Diversity**
- Next Steps:
 - **Development** of a program with partner(s)
 - Address specific educational needs and tracks for candidates
 - Different pathways to address content needs in HCS
 - **Coordination** with State Board of Education

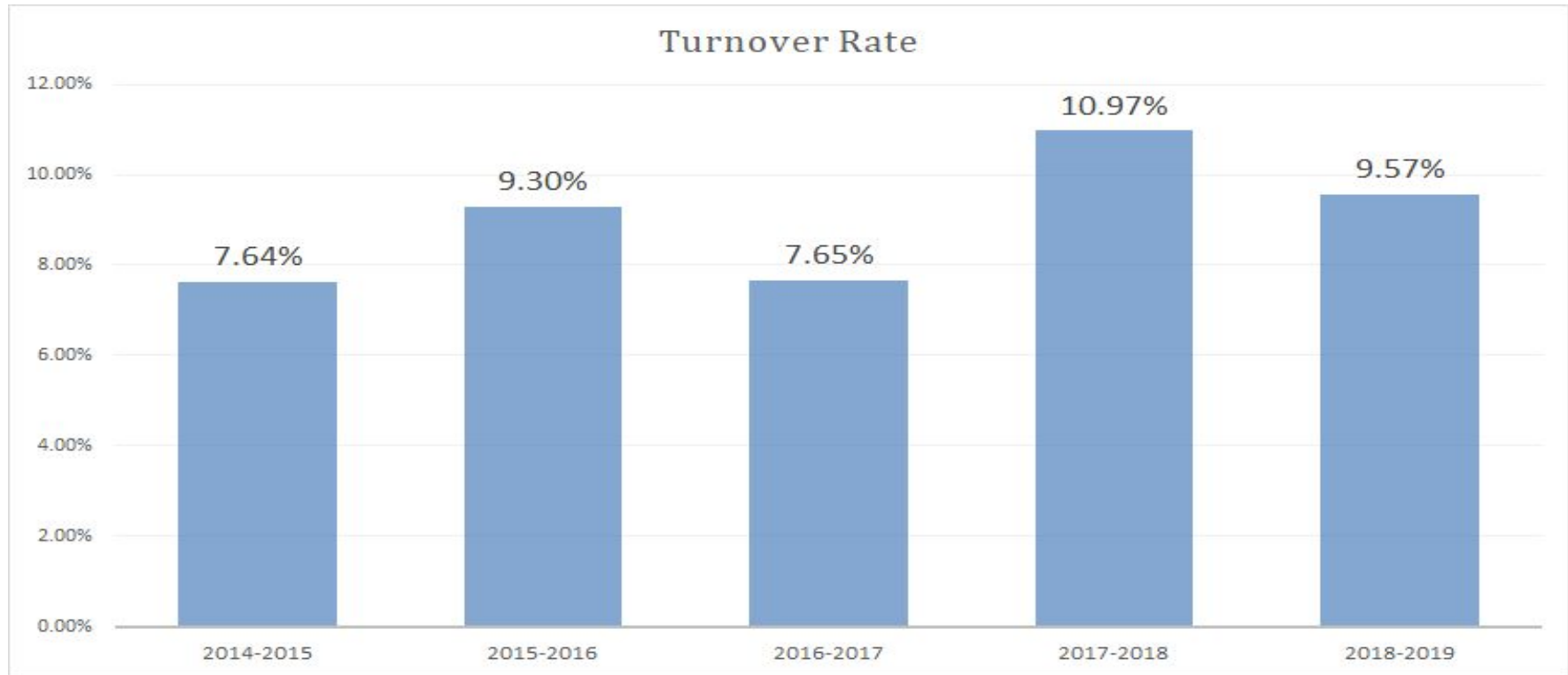
In Process

- Technology
 - Candidate **Tracking**
 - **Texting** with applicants
 - **Applicant Tracking System** Replacement
- Expanded Experienced Teacher Pipeline
 - **Expanding** beyond the Southeast
 - The **PERC Education Job Fair**, March 25, 2020, Pittsburgh, PA
- Continuous Improvement
 - **Communications**
 - **New Hire Processes**

Retain Talent



Turnover Rate - Certified

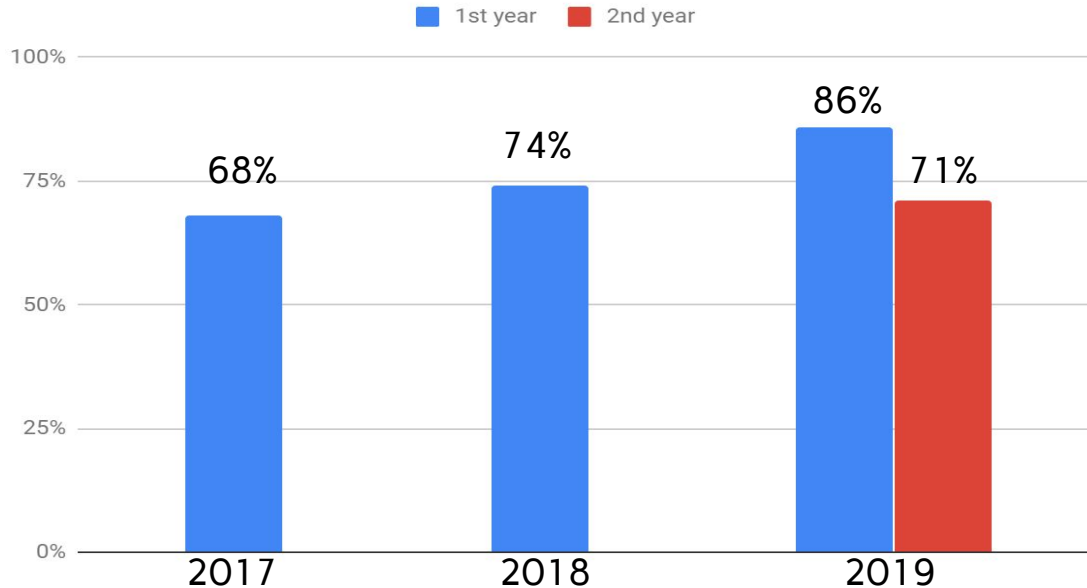


Resignation Trends



Teacher Retention

1st year Teacher Retention



50%

Indicated Inadequate
Support in 2017 & 2018 Exit
Interviews

60%

Leave profession within
5 years if not properly
inducted

Welcome to HCS

New Employee Orientation 2.0

Teachers - 300+ Teachers have participated

- Recruit until the 1st Day of School
- Networking - New Hire Cohort
- HCS 101 - Things ALL New Employees Need to Know

Monthly Late Hire Teacher Sessions

- 1 on 1 Opportunity with Curriculum Coach

Classified Employees - 200+ New Hires have participated

- HCS 101 - Things ALL New Employees Need to Know
- Break-out Sessions for Classified Employees



HCS INDUCTION SUPPORTS

YEAR ONE

- ❖ 5-Day New Teacher Academy
- ❖ Summer Classroom Set Up Labs
- ❖ Monthly New Teacher Network
Classroom Management
Whole Teacher=Well Teacher
- ❖ Site-Based Lead Mentor Support
Monthly PLCs
- ❖ First Year Teacher Mentor
- ❖ New Teacher Coaching as Requested
- ❖ Monthly New Teacher Connection Newsletter

YEAR TWO

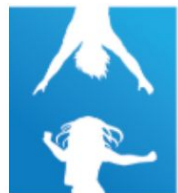
- ❖ 3-day New Teacher Academy 2.0
- ❖ Monthly New Teacher Network
Classroom Management
Whole Teacher=Well Teacher
- ❖ Site-Based Lead Mentor Support
Monthly PLCs
- ❖ New Teacher Coaching as Requested
- ❖ Monthly New Teacher Connection Newsletter

YEAR THREE

- ❖ Monthly New Teacher Network
Classroom Management
Whole Teacher=Well Teacher
- ❖ Site-Based Lead Mentor Support
Monthly PLCs
- ❖ New Teacher Coaching as Requested
- ❖ Monthly New Teacher Connection Newsletter
- ❖ Leadership Pathways
Mentoring First Year Teachers
Hosting Student Teachers
Presenting to Your Peers

New Teacher Academy

Hamilton County Schools
New Teacher Academy
July 22-26, 2019



**HAMILTON
COUNTY
SCHOOLS**

New Teacher Academy
2019 #whatsnewinhcs

Day 1

K-12
District
Wide

Focus: Building Relationships

- Classroom Management
- Family & Community
- Professional Responsibilities

Day 2-4

Satellite Cohorts: Planning,
Teaching, Assessment, Room
Arrangement in Model
Classrooms

Secondary
Literacy/SS

Middle and High
School
Departmentalized
Tracks

Elementary

Primary
Intermediate Self
Contained
Intermediate
Departmentalized

Secondary
Math

Middle and High
School
Departmentalized
Tracks

Specialties

Fine Arts, Electives
Counselors
ExEd & ESOL

Secondary
Science

Middle and High
School
Departmentalized
Tracks

New for 2019

Day 5

Site
Based
Orientation

- School Tour & Info Session with Lead Mentor
- Community Tour
- Classroom Set Up Support
- based on school schedule



**HAMILTON
COUNTY
SCHOOLS**

Site-Based Orientation

Community Tours for Teachers

- Purpose: To better **understand** their students

11 Schools participated

Tours included:

- Rural
- Urban
- Elementary and Secondary

First Student provided buses and drivers at no cost



New Hamilton County teachers take bus tours of their students' neighborhoods, communities

July 26th, 2019 | by **Meghan Mangrum**



New Teacher Network

PHASES OF FIRST-YEAR TEACHERS' ATTITUDE TOWARD TEACHING



New Teacher Mentors

- New for 2019-2020 - **School-based mentors** and induction support
 - 4 days of specific mentor training
 - Leadership opportunity
- **Expanded role**
 - Novice Teachers
 - New to HCS
 - New to Building
 - Pre-Service (Student) Teachers
- Lead **Monthly New Teacher Network Sessions**
- **Individual mentoring** to first year teachers



In Process

- Doubling participants in **Classroom Organization and Management Program (COMP)**
 - 125 participants - 5 Cohorts
 - Classes in November, December, and January
- A **Tennessee Educators of Color Alliance (TECA)** chapter is being established in Chattanooga
- Opportunity Zone **Stay Interviews**
- **First Alert** Notifications for New Teachers
- Face to Face **Exit Interviews**
- **Expanded Analysis** - Resignations, Transfers, and Exit Interviews
- Enhanced Induction for **Job Embedded, Permit,** and **CTE teachers**

Leadership Development

Training to support Project Coach and improve coaching and feedback

- Crucial Conversations - Mike Rutherford
- Breakout Labs

Re-thinking Leadership Development for Administrators and Classified Leaders

- Focused Succession Planning
- Expanding the Leadership Pipeline

Pathways for Teacher Leaders

- Selection and Development programs
- Revise Instructional Coaching structure



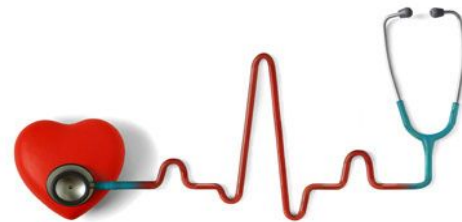
Health and Wellness Initiative

Establish onsite clinics and pharmacies to accomplish wellness initiatives.

- Increase **convenience** in accessing healthcare
- Increase opportunities for **volume discounts** on health care and medication
- Increase opportunities for **early intervention** with chronic conditions
- **Reduce healthcare costs** with improved outcomes

Schedule

- 1st Clinic and Pharmacy - **April 2020**
- 2nd Clinic and Pharmacy - **Summer 2020**
- 3rd Vendor Clinic - **Spring 2020**





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

IX. **Approval of the Consent Agenda

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

Hamilton County Board of Education - DRAFT MINUTES
Board Meeting - Regular Session
October 17, 2019 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

II. **Approval of the Agenda

III. Executive Session - No

IV. Pledge to the Flag and Meditation - Dawn Lim, Principal of Ooltewah Middle School

V. Exemplars of Excellence

A. Reward Schools Recognition - Dr. Justin Robertson

VI. Delegations

A. Presentation

1. CLASS (Coalition of Large School Systems) - Robert Gowan and Elizabeth Millsaps
2. Future Ready 2023 - Update on Future Ready Institutes

VII. **Approval of the Consent Agenda

A. Approval of the Minutes of the September 19, 2019 Regular Session

B. Executive Committee Report

C. Chief Schools Officer - Dr. Justin Robertson

1. Field Trips

- a. Dr. Larrie Reynolds and Dr. Robert Sharpe - Executive Directors(14)
- b. Dr. Neelie Parker and Dr. John Tharp - Executive Directors(8)
- c. John Maynard, Director of College, and Career and Technical Education(1)
- d. Garfield Adams, Director of Exceptional Education(1)

D. Chief Business Officer - Brent Goldberg

1. Bids/Contracts

2. Conferences and Consultants - **Pulled from Agenda – Not Approved**

3. Financial Reports

4. Budget Amendments

- a. Federal Grants and Self-Funded Programs
- b. General Purpose Operating Budget Amendments

5. Grant Application Request

- a. Hamilton County Schools - Safe Schools Grant (Funded by TNDOE for \$1,621,655.16. Contact - Justin Robertson)

E. Chief of Staff - Dr. Nakia Towns Edwards

1. Board Policies - Second and Final Reading

- a. Board Policy 6.203 - School Admissions
- b. Board Policy 6.205 - Student Assignments
- c. Board Policy 6.209 - Child Custody/Parent Access
- d. Board Policy 6.300 - Code of Behavior and Discipline
- e. Board Policy 6.3021 - Student Disciplinary Procedures – **Pulled from Agenda – Not Approved**
- f. Board Policy 6.3022 - Student Disciplinary Appeals
- g. Board Policy 6.3023 - Disciplinary Procedures for Students Receiving Special Education
- h. Board Policy 6.310 - Alternative School
- i. Board Policy 6.415 - Student Suicide Prevention
- j. Board Policy 6.502 - Foreign Exchange Students
- k. Board Policy 6.503 - Homeless Students

VIII. Administrative Business Matters

A. Chief Talent Officer - Keith Fogleman

1. **New Position - Purchase Card Administrator
2. **New Position Request - Student Security Officer

B. Director Maintenance and Operations - Justin Witt

1. **Garber Sewer Easement

C. Chief of Staff - Dr. Nakia Towns Edwards

1. Board Policy - First Reading
 - a. Board Policy 3.213 - Lead Testing in Drinking Water

D. Chief Business Officer - Brent Goldberg

1. **School Resource Officer (SRO) Recruiting Bonuses

IX. Board Matters

A. **BEP Litigation - Chairman Wingate

X. Information Only

A. Legal Services Report

XI. Events/Announcements

A. October 18, 2019 - Report Cards

B. November 7, 2019 - Legislative Delegation
Breakfast - 8:30 a.m. - McDaniel Building

C. November 13, 2019 - Half Day for
Students
Buses will run

D. November 13, 2019 - Fall Recruitment
Fair - Ooltewah High School 5-7 p.m.

E. November 14, 2019 - Government
Relations
Day - WTCI - 9:00 a.m.

F. November 18, 2019 - Board Agenda Session

G. November 20, 2019 - SSAC Meeting
Sale Creek M/H - 5:00 p.m.
Will be rescheduled

H. November 21, 2019 - Board Meeting

XII. Adjourn

Hamilton County Board of Education

Board Meeting - Regular Session

October 17, 2019 5:30 PM

3074 Hickory Valley Road

Chattanooga, TN 37421

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 – Arrived at 5:45 p.m.

Mr. Joe Smith: Present

Mrs. Rhonda Thurman: Present

Mr. Joe Wingate: Present

Also in attendance: Dr. Bryan Johnson, Superintendent

Jeremiah Taylor, Student Board Member

I. **Approval of the Agenda

Passed: Approval of the Agenda with the following amendments: Under VII. Approval of the Consent Agenda - Item D. Chief Business Officer - Brent Goldberg; Under VII. D. 1. Bids/Contracts - 1F. Request to use Wilson County's Contract for Substitute Teacher Staffing Services - the original contract will be replaced with the amended contract; D.2. Conference and Consultants - Remove Consultant - B. J. Worthington; Under Item VII.D.4.b General Purpose Operating Budget Amendments replace the current record with the corrected one attached (In the original request, the 5th row of the spreadsheet attachment was listed as 18010000-Superintendent in error. It should be 18020000-Chief Operations Office. That is the only change from the original request.) Under VIII. Administrative Business Matters - add Item D. Chief Business Officer - Brent Goldberg, 1. **School Resource Officer (SRO) Recruiting Bonuses; Under Events/Announcements - The November 20, 2019 SSAC Meeting will be rescheduled. passed with a motion by Mrs. Kathy Lennon 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

II. Executive Session - No

III. Pledge to the Flag and Meditation - Dawn Lim, Principal of Ooltewah Middle School

IV. Exemplars of Excellence

A. Reward Schools Recognition - Dr. Justin Robertson

V. Delegations - None

A. Presentation

1. CLASS (Coalition of Large School Systems) - Robert Gowan and Elizabeth Millsaps
2. Future Ready 2023 - Update on Future Ready Institutes

VI. **Approval of the Consent Agenda

Passed: Approval of the Consent Agenda with the following items being pulled: Dr. Highlander - Item VII. E. 1.e. Board Policy 6.3021 - Student Disciplinary Procedures and 1.h. Board Policy 6.310 - Alternative School; Mrs. Thurman - Item VII.E. 1.d. - Board Policy 6.300 Code of Behavior and Discipline passed with a motion by Mrs. Tiffanie Robinson and a second by Mrs. Kathy Lennon.

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

Discussion: Board Policy 6.300 - Code of Behavior and Discipline - Mrs. Thurman had received information that was discussed with students at the Superintendent's Student Advisory Council on Wednesday evening and she felt the Board needed to clear up. She had also talked with CLASS about clearing up the language in the law about expulsions and suspensions and she stated she thought Attorney Bennett may be going to work on that as well as and with Jenny Hill so clarity can be gained. Mrs. Thurman stated that Mr. McClendon had told her the students brought up some very important things. Mrs. Thurman asked Mr. McClendon if he would discuss some of those things. Mr. McClendon said yes, he could and maybe Jeremiah, student board member, might want to join in with him. Mr. McClendon stated the student advisory council had continued the conversation that the Board had begun on Monday. Basically, it was that students were feeling like the schools have a handbook, we have a code of acceptable behavior, and a lot of times the school is actually stricter than what we have and it is conflicting. Mr. McClendon continued that every school has a different cell phone policy, every school has a different tardy policy; it just depends. The thing with the Board was consistency and that is something that he heard at the meeting that was there but wasn't there just from the way things have been done in the past.

Mr. Taylor stated that one of the biggest things they were saying is about how strict some schools were. They feel like less rules can result in better environments or even being rewarded for events in lieu of going by the rules that have been set forth. The students feel like the more rules that are set, they felt like they are unattainable rules. They felt like teachers abused the rules in some ways.

Discussion continued.

Passed: Added back to the agenda for approval of Board Policy 6.300 - Code of Behavior and Discipline passed with a motion by Mrs. Rhonda Thurman 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

Discussion: Board Policy 6.310 - Alternative School - Dr. Highlander stated he felt there needs to be enhancement of alternative learning opportunities. Not ISS, but alternative learning opportunities both in the school and outside.

Mrs. Robinson asked to hear more about a second alternative school and about the programs that were piloted last year and where the system might be with expanding them.

Superintendent Johnson stated that the Code of Acceptable Behavior is a middle school through high school document and the K-5 piece is often operated a lot differently just because the strategies are a lot different. He recognized, Dr. Parker, Mrs. Russell, and Dr. Drake as working on a k-5 guidance manual so to speak. A code of acceptable behavior and support manual for grades K-5. With alternative school, we are looking at a 2nd, 3rd, and 4th site and more to come on that. We know that the bus line is an issue and it is our goal to set up a second environment by second semester if at all possible.

Passed: Add back to the agenda and approve Board Policy 6.310 - Alternative School passed with a motion by Dr. Steve Highlander and a second by Mrs. Tiffanie Robinson.

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

Discussion: Board Policy 6.3021 - Student Disciplinary Procedures - Dr. Highlander stated that in the work session on Monday Dr. Johnson made a statement that he felt was very true and that is that 95% of our children even in the challenged schools are wanting to do well and Dr. Highlander agreed with that but the other 5% can be very detrimental to both the education and the safety of the other 95%. Dr. Highlander continued that he felt it was incumbent on all our administrators and teachers to make sure that that 5% is not able to disrupt and he felt the system had done a great job and Dr. Johnson and his staff had gone out of their way to make sure that the children, whether they are challenged at home or whatever they come with trauma and he wished we could fix their situations but we can't. Dr. Highlander stated that we could help and referenced Mr. Smith taking children into his home (19) and did a great job but he provided a stable home atmosphere for them and that's why they were able to, by and large, to be successful.

Dr. Highlander stated that a number of parents in different districts that had come to him very concerned about their children if there is a really very volatile child that is threatening people, hitting people, constantly disruptive and they said they are going to pull their children out until that kid is gone. We have got to impress on our school leaders that, we need an alternative situation. We have an alternative school at Washington and he is thankful for that. He felt that an alternative school was needed that is on a city bus route. He had advocated for the old Hillcrest possibly or somewhere else that they can get to where it is not a huge challenge for them to get to the school. Some can't get to Washington because it is not on a bus route and it's a challenge for parents to do that. He further stated that he felt there should be alternative classrooms within the schools. Dr. Highlander stated the document should be a living document upgrading as need and not set in stone.

After further discussion it was decided to pull Board Policy 6.3021 - Student Disciplinary Procedures for further evaluation.

A. Approval of the Minutes of the September 19, 2019 Regular Session

B. Executive Committee Report

C. Chief Schools Officer - Dr. Justin Robertson

1. Field Trips

a. Dr. Larrie Reynolds and Dr. Robert Sharpe - Executive Directors(14)

b. Dr. Neelie Parker and Dr. John Tharp - Executive Directors(8)

c. John Maynard, Director of College, and Career and Technical Education(1)

d. Garfield Adams, Director of Exceptional Education(1)

D. Chief Business Officer - Brent Goldberg

1. Bids/Contracts

2. Conferences and Consultants - Pulled from Agenda - NOT APPROVED

3. Financial Reports

4. Budget Amendments

- a. Federal Grants and Self-Funded Programs
- b. General Purpose Operating Budget Amendments

5. Grant Application Request

- a. Hamilton County Schools - Safe Schools Grant (Funded by TNDOE for \$1,621,655.16. Contact - Justin Robertson)

E. Chief of Staff - Dr. Nakia Towns Edwards

1. Board Policies - Second and Final Reading

- a. Board Policy 6.203 - School Admissions
- b. Board Policy 6.205 - Student Assignments
- c. Board Policy 6.209 - Child Custody/Parent Access
- d. Board Policy 6.300 - Code of Behavior and Discipline
- e. Board Policy 6.3021 - Student Disciplinary Procedures - **Pulled from Agenda**
- f. Board Policy 6.3022 - Student Disciplinary Appeals
- g. Board Policy 6.3023 - Disciplinary Procedures for Students Receiving Special Education
- h. Board Policy 6.310 - Alternative School
- i. Board Policy 6.415 - Student Suicide Prevention
- j. Board Policy 6.502 - Foreign Exchange Students
- k. Board Policy 6.503 - Homeless Students

VII. Administrative Business Matters

A. Chief Talent Officer - Keith Fogleman

1. ****New Position - Purchase Card Administrator**

Passed: Approval of the position of Purchase Card Administrator passed with a motion by Dr. Steve Highlander and a second by Mrs. Tiffanie Robinson.

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

Discussion: Mrs. Thurman stated that she wanted to clarify for everyone from discussion held Monday at the Agenda Work Session, that even though this is a new position it is not new money. It is taking someone in the purchasing office and giving them that job title.

2. **New Position Request - Student Security Officer

Passed: Approval of the position of Student Security Officer passed with a motion by Mrs. Kathy Lennon 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

Discussion: Mr. Fogleman stated this position would work with our school district law enforcement personnel as kind of a coordination point of contact role. This position will be created and funded by unfilled SRO positions.

Mrs. Robinson asked about the funding for the position. Asking if that meant that the system would not continue filling the SRO needs. Mr. Goldberg explained the amount budgeted for up to seven positions and since that was put into the budget in July 2018, the system hasn't spent much more than half of that because they have been unable to fill positions as was discussed Monday at the agenda session, there are currently nine vacancies and they have four more scheduled to go on leave. The expectation is that we are not going to be able to fully fill those positions in the near future and we only pay for the positions once the Sheriff has filled the positions that they are supposed to fill.

Dr. Johnson stated the system has been working with the Sheriff to propose a sign-on bonus to try to entice some SROs to come aboard.

Discussion continued.

Mr. Fogleman stated the average salary on this job would be between \$55,000 and \$70,000.

B. Director Maintenance and Operations - Justin Witt

1. **Garber Sewer Easement

Passed: Approval of the Garber Sewer Easement passed with a motion by Mr. Tucker McClendon and a second by Mrs. Tiffanie Robinson.

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

C. Chief of Staff - Dr. Nakia Towns Edwards

1. Board Policy - First Reading

a. Board Policy 3.213 - Lead Testing in Drinking Water

D. Chief Business Officer - Brent Goldberg

1. **School Resource Officer (SRO) Recruiting Bonuses

passed: Approval to offer School Resource Officer (SRO) Recruiting Bonuses passed with a motion by Dr. Steve Highlander and a second by Mrs. Tiffanie Robinson.

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. Board Matters

A. **BEP Litigation - Chairman Wingate

Passed: Approval to drop the BEP litigation against the State of Tennessee passed with a motion by Mr. Joe Wingate 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

IX. Information Only

A. Legal Services Report

X. Events/Announcements

XI. Adjourn - The meeting was adjourned at 7:55 p.m.

Chairperson

Date

Superintendent

Date

B. Executive Committee Report

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

MEMORANDUM

TO: Hamilton County Board of Education

FROM: Sherrie Ford

DATE: November 21, 2019

RE: Executive Committee Report

The Executive Committee of the Board may act on behalf of the full Board during the time between Board meetings. The Executive Committee items submitted to me for the agenda packet for the period of October 17, 2019 through November 21, 2019 are included. These items include previously approved field trips indicated by an asterisk and various early/emergency approvals presented for ratification.

C. Chief Schools Officer - Dr. Justin Robertson

1. Field Trips

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

Pulled from Agenda:

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

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

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

MEMORANDUM

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

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

DATE: November 21, 2019

RE: Overnight Field Trips

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

- # 1. **Chattanooga School for the Arts and Sciences Upper School** – Eight students enrolled in strings will travel to Gatlinburg, Tennessee February 6-8, 2020 to attend the All State East Senior Clinic.
- # 2. **Chattanooga School for the Arts and Sciences Upper School** – Sixty-six students enrolled in strings will travel to New York, New York April 2-7, 2020 to perform at Carnegie Hall.
- # 3. **Chattanooga School for the Arts and Sciences Upper School** – Ten students enrolled in high school will travel to Madrid, Spain June 6-20, 2020 for language immersion and cultural enrichment.
- # 4. **Chattanooga School for the Arts and Sciences Upper School** – Ten students enrolled in high school will travel to Tono, Japan June 18-July 2, 2020 for language immersion and cultural enrichment.
- # 5. **Chattanooga School for the Liberal Arts** – Fifty-three students enrolled in fifth grade will travel to Asheville, North Carolina January 16-17, 2020 to study social studies related to the Vanderbilt family.
- # 6. **Chattanooga School for the Liberal Arts** – Fifty-five students enrolled in sixth grade will travel to Mentone, Alabama May 11-15, 2020 to study in Nature's Classroom.
- # 7. **East Hamilton School** – Fifteen members of the high school girls' basketball team will travel to Murfreesboro, Tennessee December 20-21, 2019 to compete in the Outback Classic.

- # 8. **East Hamilton School** – Seven students enrolled in band will travel to Gatlinburg, Tennessee February 6-8, 2020 to perform with the ETSBOA Sr. Clinic Honor Band.
- # 9. **Red Bank High School** – Fifty students enrolled in JROTC will travel to Washington, DC March 19-22, 2020 to visit the state capitol buildings.
- #10. **Signal Mountain Middle High School** – Fifteen members of the high school girls' basketball team will travel to Birmingham, Alabama December 19-21, 2019 to compete in the Spain Park Chevron Lady Jag Classic.
- #11. **Spring Creek Elementary** – One hundred twenty-five students enrolled in fourth grade will travel to Eatonton, Georgia March 10-13, 2020 to study environmental issues at Rock Eagle 4H Center.
- #12. * **East Hamilton School** – One member of the high school golf team traveled to Manchester, Tennessee October 14-16, 2019 to compete in the TSSAA State Golf Tournament.
- #13. * **East Hamilton School** – Twenty members of the high school girls' volleyball team traveled to Murfreesboro, Tennessee October 21-24, 2019 to compete in the state volleyball tournament.
- #14. * **East Hamilton School** – Twenty-one members of the high school girls' soccer team traveled to Murfreesboro, Tennessee November 6-9, 2019 to compete in the TSSAA State Girls' Soccer Tournament.
- #15. * **East Hamilton School** – Six students enrolled in choir traveled to Maryville, Tennessee November 21-23, 2019 to perform with the All East Honor Choir.
- #16. * **Signal Mountain Middle High School** – Eleven members of the golf team traveled to Manchester, Tennessee October 7-9, 2019 to compete in the golf state championship tournament.
- #17. * **Signal Mountain Middle High School** – Sixteen members of the high school cross country team traveled to Nashville, Tennessee November 1-2, 2019 to compete in the cross country state championship.
- #18. * **Signal Mountain Middle High School** – Twenty-eight members of the high school girls' soccer team traveled to Murfreesboro, Tennessee November 6-7, 2019 to compete in the state soccer tournament.

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

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ **Overnight** (Must go to Board for Approval) Today's Date: Feb. 6-8, 2020

☐ Career/Tech. ☐ Exceptional Ed ☐ Learning Community ☐ Opportunity Zone ☐ PreK
School CSAS Upper Grade/Group/Team 9-12 strings

Departure Date/Time Feb 6 (9AM) Return Date/Time Feb 8 (5PM)

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

Instructional value All State East Senior Clinic

Evaluation intrinsic

Fee Requested \$ 110 How Acquired? parent pay

Total # of Students 8 Total # of Staff 3 Total # of Chaperones _____ Nurse Required: ☐ Yes ☒ No

Number of subs needed -0- Funding source for subs _____

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

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

County School Bus ☐ Cost \$ _____ Handicap Accessible Bus ☐ Cost \$ _____
Charter Bus (Board Approved) ☒ D & J Charter Cost \$ \$15 per person
Cars ☒ List Driver(s) _____ Parents will transport students from Gatlinburg after the final performance. Cost \$ _____

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

List Chaperones:

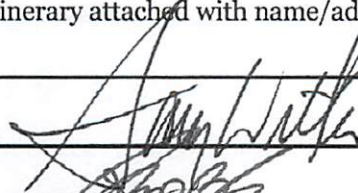
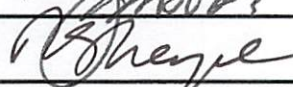
Staff: Gary Wilkes, Jessica Peck (CCA), Sara Daniels (HHS)

Chaperones: _____

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

***Overnight Field Trips**

- *Number of students not attending for economic reasons N/A
- *Number of trips this group expects to take which will require funds 3
- *Estimated cost to parent support groups for this trip \$ 0.00
- *Projects students have undertaken to secure funds Fundraising
- *Co-ed trips require co-ed chaperones. Have you complied? ☒ Yes
- *Travel itinerary attached with name/address of accommodations ☒ Yes

Teacher's Signature: 	Date: <u>10/3/19</u>
Principal's Signature: 	Date: <u>10/3/19</u>
Director's Signature: 	Date: <u>10/21/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

HCS School Leadership
Received 10/14/19

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ **Overnight** (Must go to Board for Approval)

Today's Date: October 9, 2019

☐ Career/Tech. ☐ Exceptional Ed ☐ Learning Community ☐ Opportunity Zone ☐ PreK

School CSAS Upper

Grade/Group/Team 9-12 Strings

Departure Date/Time April 2, 2020 (7AM)

Return Date/Time April 7, 2020 (9PM)

Event/Venue Perform @ Carnegie Hall with Manhattan Concert Productions

Address 881 7th Avenue; NYC 10019

Instructional value Once in a lifetime performance in America's Premier Concert Hall

Evaluation National list of collegiate adjudicators

Fee Requested \$ 1300 How Acquired? fundraising efforts and parent contribution

Total # of Students 66 Total # of Staff 4 Total # of Chaperones _____ Nurse Required: ☐ Yes ☒ No

Number of subs needed 1 for 4/2/2020

Funding source for subs orchestra account

• Total # of Students with 504 Plan _____

Modifications Needed _____

• Total # of Students with Disabilities _____

Modifications Needed _____

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

County School Bus ☐

Cost \$ _____

Handicap Accessible Bus ☐

Cost \$ _____

Charter Bus (Board Approved) ☒ Premier Transportation

Cost \$ 27,000

Cars ☐

List Driver(s) _____

Cost \$ _____

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

List Chaperones:

Staff: Gary Wilkes, Brandon Lowry, Ann-Marie Fitzsimmons, Amy Freeman

Chaperones: _____

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

***Overnight Field Trips**

*Number of students not attending for economic reasons n/a

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

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

*Projects students have undertaken to secure funds fruit and candle sales

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

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

Teacher's Signature: <u>[Signature]</u>	Date: <u>10/9/2019</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>10/9/19</u>
Director's Signature: <u>[Signature]</u>	Date: <u>10/21/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

HAMILTON COUNTY DEPARTMENT OF EDUCATION
Request for Field Experience

☐ Day ☒ **Overnight** (Must go to Board for Approval) Today's Date: 10/16/19
☐ Career/Tech. ☐ Elementary ☐ Exceptional Ed. ☐ PreK ☒ **Secondary**

School Chattanooga School for the Arts and Sciences

Destination Madrid, Spain

Trip Date(s) 6/6/20 -- 6/20/20

Group/Grade Upcoming 10th, 11th and 12th graders (10th & 11th)

Departure Date and Time 6/6/20

Return Date and Time 6/20/20

Provisions for those not attending N/A

Instructional value Language immersion and cultural enrichment through real-world relationships and immersion in the mother country of the Spanish Language.

Evaluation Students will participate in daily conversation in the TL with families and staff; students will engage in tours historic towns, museums, and modern-day Madrid.

Fee Requested \$ 2,550 / 2,900 How Acquired? Collected from families

Total # of Students 7-10

Total # of Teachers/Chaperones 2

Nurse Required: ☐ Yes ☒ No

Number of subs needed 0

Funding source for subs 0

• Total # of Students with 504 Plan 0

Modifications Needed 0

• Total # of Students with Disabilities 0

Modifications Needed 0

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

County School Bus Flight# Unknown Driver(s) Airline Unknown

Cost \$ included

Handicap Accessible Bus FLIGHT will be purchased upon School Board approval and submitted to HCDE

Cost \$ in

Charter Bus (Board Approved) 0

Cost \$ fees

Cars 0 List Driver(s) 0

Cost \$ collected

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

List Chaperones:

Staff: Chelsea R. Glass (952) 738 - 2641; 1600 Jefferson Street, Chattanooga, TN 37408 Benjamin Schultz (423) 503 - 0606; 1160 Nellie Head Rd, Tunnel Hill, GA 30755

Parents: _____

Background checks on non HCDE employee chaperones with unsupervised contact with students.

Have you complied? ☒ Yes

***Overnights Only**

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 6

*Estimated cost to parent support groups for this trip \$ Entire Cost 2,550 - 2,900 each

*Projects students have undertaken to secure funds Students will host fund-raisers on campus to help support the trip

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

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

Teacher's Signature: <u>[Signature]</u>	Date: <u>10/16/19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>10/16/19</u>
Director's Signature: <u>[Signature]</u>	Date: <u>11/4/19</u>

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ **Overnight** (Must go to Board for Approval)

Today's Date: October 21, 2019

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK
School CSAS Grade/Group/Team 10th, 11th & 12th graders

Departure Date/Time June 18, 2020

Return Date/Time July 2, 2020

Event/Venue Tono, Japan Exchange

Address Tono, Japan

Instructional value Immersion and cultural enrichment through real-world relationships.

Evaluation Students will present their learning to the student body in an assembly.

Fee Requested \$ 4.2-4.6K How Acquired? Collected from families

Total # of Students 6-10 Total # of Staff 2 Total # of Chaperones _____ Nurse Required: ☐ Yes ☒ No

Number of subs needed 0 Funding source for subs N/A

• Total # of Students with 504 Plan 0

Modifications Needed 0

• Total # of Students with Disabilities 0

Modifications Needed 0

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

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

Charter Bus (Board Approved) ☐ Flight will be purchased upon school board approval Cost \$ _____

Cars ☐ List Driver(s) _____ Cost \$ _____

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

List Chaperones:

Staff: Emily Krause and Kevin Aslinger

Chaperones: No parents will be chaperones

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

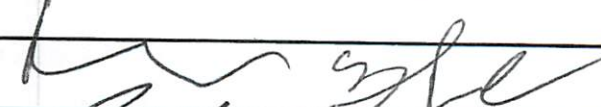
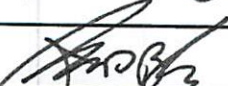
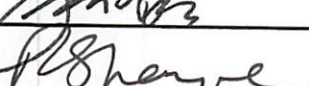
*Number of trips this group expects to take which will require funds 1

*Estimated cost to parent support groups for this trip \$ 4200--4600

*Projects students have undertaken to secure funds Students will have fund-raisers

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

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

Teacher's Signature: 	Date: <u>10/21/19</u> <u>10-21-19</u>
Principal's Signature: 	Date: <u>10/24/19</u>
Director's Signature: 	Date: <u>11/4/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ **Overnight** (Must go to Board for Approval) Today's Date: 10/25/19

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK
School CSLA Grade/Group/Team 5th Grade

Departure Date/Time Jan. 16 Thursday 6 a.m. 2020 Return Date/Time Jan. 17, Friday 6 p.m. 2020

Event/Venue Biltmore House Address 1 Lodge St, Asheville, NC 28803

Instructional value Social Studies standards (1870s -1910s) dealing with the Vanderbilts and there peers. As well as integrated math, science, art, and French standards.

Evaluation Several seminars following the trip as well as a formative assessment.

Fee Requested \$ 177 How Acquired? Students - (Students attend regardless of fee)

Total # of Students 53 Total # of Staff 6 Total # of Chaperones _____ Nurse Required: ☐ Yes ☒ No

Number of subs needed 2 Funding source for subs student fee

- Total # of Students with 504 Plan 2 Modifications Needed (Only one student needs meds. His mother will be there, not as a chaperone, but to administer his med.)
- Total # of Students with Disabilities 0 Modifications Needed N/A

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

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

Charter Bus (Board Approved) ☒ Lattimore Tours Cost \$ 3,800

Cars ☐ List Driver(s) _____ Cost \$ _____

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

List Chaperones:

Staff: Jonathan Johnson, Missy Greene, Nicole Wellington, Madison Kent, Jim Alverson, Joe Dangler

Chaperones: _____

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 3

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

*Projects students have undertaken to secure funds n/a

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

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

Teacher's Signature: <u>[Signature]</u>	Date: <u>10/25/19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>10/25/19</u>
Director's Signature: <u>[Signature]</u>	Date: <u>10/30/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

HAMILTON COUNTY SCHOOLS

Request for Field Trip Approval

☐ Day ☒ **Overnight** (Must go to Board for Approval) Today's Date: 09-30-19

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK
School CSLA Grade/Group/Team Sixth Grade

Departure Date/Time May 11, 2020 @ 10:30 am Return Date/Time May 15, 2020 @ 2:30 pm

Event/Venue Nature's Classroom Address 755 County Rd 614 Mentone AL 35984

Instructional value Instruction with emphasis on math, problem solving, science, arts, and history

Evaluation Completion of classes, journals, scrapbook with written requirements

Fee Requested \$ 343.00 How Acquired? Student pay (all will attend regardless of fee)

Total # of Students 55 Total # of Staff 4 Total # of Chaperones 3 Nurse Required: ☐ Yes ☒ No

Number of subs needed 1 Funding source for subs student pay

- Total # of Students with 504 Plan 2 Modifications Needed none needed
- Total # of Students with Disabilities 4 Modifications Needed none needed

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

County School Bus ☒ Cost \$ 1000.00 Handicap Accessible Bus ☐ Cost \$ _____

Charter Bus (Board Approved) ☐ Cost \$ _____

Cars ☐ List Driver(s) _____ Cost \$ _____

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

List Chaperones:

Staff: Jim Alverson, Gregory Cross, Angela Hiesig, Melissa Striker

Chaperones: Leesa Wright, Stephen Fields, Todd Milsaps

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

*Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 2

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

*Projects students have undertaken to secure funds 0

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

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

Teacher's Signature: <u>Angela Hiesig</u>	Date: <u>9/30/19</u>
Principal's Signature: <u>Kristal Decker</u>	Date: <u>9/30/19</u>
Director's Signature: <u>Kim Hiesig</u>	Date: <u>11-6-19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

HCS School Leadership
Received 11/04/19

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ **Overnight** (Must go to Board for Approval)

Today's Date: 10-29-19

☐ Career/Tech. ☐ Exceptional Ed ☐ Learning Community ☐ Opportunity Zone ☐ PreK
School East Hamilton Grade/Group/Team High School Girls Basketball

Departure Date/Time 12/20/19 2:00 P.M Return Date/Time 12/21/19 7:00 P.M

Event/Venue Outback Classic Address Blackman High School

Instructional value Team will compete in a Basketball tournament

Evaluation Team will compete against top teams from across nation and improve their skills

Fee Requested \$ 0 How Acquired? _____

Total # of Students 15 Total # of Staff 2 Total # of Chaperones 0 Nurse Required: ☐ Yes ☒ No

Number of subs needed 2 Funding source for subs School

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

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

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

Charter Bus (Board Approved) ☐ Cost \$ _____

Cars ☒ List Driver(s) Hunter Gremore, Shameca Gardner Cost \$ _____

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

List Chaperones:

Staff: Hunter Gremore, Shameca Gardner

Chaperones: _____

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

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

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

*Projects students have undertaken to secure funds Pizza Sales

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

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

Teacher's Signature: <u>[Signature]</u>	Date: <u>10/29/19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>10/29/19</u>
Director's Signature: <u>[Signature]</u>	Date: <u>10/30/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

HCS School Leadership
Received 10/29/19

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ **Overnight** (Must go to Board for Approval) Today's Date: 9/24/19

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK

School East Hamilton School

Grade/Group/Team 9-12 band

Departure Date/Time Feb. 6, 2020 @8am

Return Date/Time Feb. 8, 2020 @3pm

Event/Venue ETSBOA Sr. Clinic Honor Band- Park Vista Hotel

Address 705 Cherokee Orchard Rd. Gatlinburg, TN 37738

Instructional value to gain knowledge and experience by participating in an audition-only honor band

Evaluation through performance

Fee Requested \$ 75 How Acquired? through school bookkeeper-- all students WHO QUALIFY BY AUDITION are allowed to attend, regardless of fee

Total # of Students 7 Total # of Staff 1 Total # of Chaperones 1 Nurse Required: ☐ Yes ☐ No

Number of subs needed 1 Funding source for subs school

• Total # of Students with 504 Plan 0

Modifications Needed n/a

• Total # of Students with Disabilities 0

Modifications Needed n/a

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

County School Bus ☐

Cost \$ _____

Handicap Accessible Bus ☐

Cost \$ _____

Charter Bus (Board Approved) ☒ D & J Bus Service

Cost \$ 3000

Cars ☐

List Driver(s) _____

Cost \$ _____

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

List Chaperones:

Staff: Molly Epperson

Chaperones: David Butler (CSAS)

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

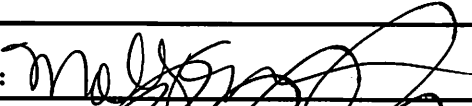
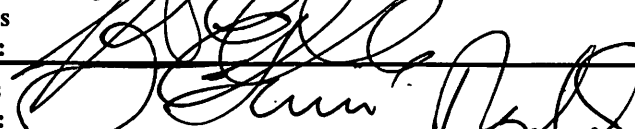
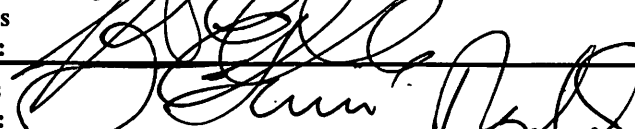
*Number of trips this group expects to take which will require funds 0

*Estimated cost to parent support groups for this trip \$ 200

*Projects students have undertaken to secure funds n/a

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

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

Teacher's Signature: 	Date: <u>9/24/19</u>
Principal's Signature: 	Date: <u>10/1/19</u>
Director's Signature: 	Date: <u>10/4/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

HAMILTON COUNTY SCHOOLS

Request for Field Trip Approval

☐ Day ☒ Overnight (Must go to Board for Approval)

Today's Date: 24 October 2019

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK

School Red Bank High School

Grade/Group/Team 9-12th/J.R.O.T.C.

Departure Date/Time 19 March 2020/7:45 am

Return Date/Time 22 March '20/ 7:00 pm

Event/Venue Washington D.C. Trip

Address 3030 Columbia Pike, Arlington, VA, US, 2

Instructional value Visit the States Capitol: the Monuments, the Smithsonian & Arlington Cemetery

Evaluation Written personal reflection of what the cadets learned and what they experienced.

Fee Requested \$ 100.00 How Acquired? N/A

Total # of Students 50 Total # of Staff 5 Total # of Chaperones Nurse Required: ☐ Yes ☒ No

Number of subs needed 2

Funding source for subs J.R.O.T.C

• Total # of Students with 504 Plan N/A

Modifications Needed N/A

• Total # of Students with Disabilities N/A

Modifications Needed N/A

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

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

Charter Bus (Board Approved) ☒ Royal Charters, Cleveland, TN 37312 Cost \$ 5,250.00

Cars ☐ List Driver(s) Cost \$

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

List Chaperones:

Staff: Jason Clark, John Simpson, Larie Munn, Rebekah Hook, Sally Brown

Chaperones:

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

*Overnight Field Trips

*Number of students not attending for economic reasons N/A

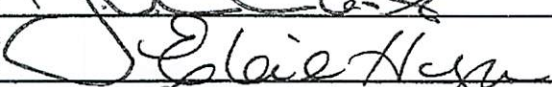
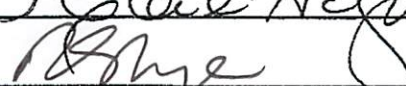
*Number of trips this group expects to take which will require funds N/A

*Estimated cost to parent support groups for this trip \$ N/A

*Projects students have undertaken to secure funds Snap Raise Campaign

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

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

Teacher's Signature: 	Date: 10/24/19
Principal's Signature: 	Date: 10/28/19
Director's Signature: 	Date: 10/29/19

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

HCS School Leadership
Received 10/28/19

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ **Overnight** (Must go to Board for Approval) Today's Date: 9-18-19

☐ Career/Tech. ☐ Exceptional Ed ☐ Learning Community ☐ Opportunity Zone ☐ PreK

School Signal Mountain High School Grade/Group/Team HS Girl's Basketball 9-12

Departure Date/Time Dec. 19 8:00 am Return Date/Time Dec. 21 10:00 pm

Event/Venue Spain Park Chevron Lady Jag Cla Address 4700 Jaguar Dr, Birmingham, AL 35242

Instructional value Team Play and Team Bonding

Evaluation Games and Social Activities

Fee Requested \$ 0 How Acquired? N/A

Total # of Students 15 Total # of Staff 2 Total # of Chaperones 0 Nurse Required: ☐ Yes ☒ No

Number of subs needed 0 Funding source for subs N/A

• Total # of Students with 504 Plan 0 Modifications Needed 0

• Total # of Students with Disabilities 0 Modifications Needed 0

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

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

Charter Bus (Board Approved) ☐ Cost \$ _____

Cars ☒ List Driver(s) Parents are responsible for their students transportation Cost \$ 0

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

List Chaperones:

Staff: Kendra Bell Michael Lane

Chaperones: 0

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

***Overnight Field Trips**

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

Teacher's Signature: <u>Kendra Bell</u>	Date: <u>9-18-19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>10-2-19</u>
Director's Signature: <u>[Signature]</u>	Date: <u>10/3/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ **Overnight** (Must go to Board for Approval) Today's Date: 9/23/19

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK
School Spring Creek Elementary Grade/Group/Team 4th

Departure Date/Time 3/10/2020 @ 12:00PM Return Date/Time 3/13/2020 @ 2:00PM

Event/Venue Rock Eagle 4-H Center Address 350 Rock Eagle Road, Eatonton, GA 31024

Instructional value Students will gain hands-on experiences with outdoor environmental classrooms and team building activities.

Evaluation Students will keep a Rock Eagle field journal and create a visual presentation outlining their learning experiences.

Fee Requested \$ 170 How Acquired? Parent contributions, fund raiser, donations. All students may attend regardless of fee.

Total # of Students 125 Total # of Staff 6 Total # of Chaperones _____ Nurse Required: ☒ Yes ☐ No

Number of subs needed 0 Funding source for subs 0

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

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

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

Charter Bus (Board Approved) ☒ Moore Bestway Travel Cost \$ 5200

Cars ☐ List Driver(s) _____ Cost \$ _____

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

List Chaperones:

Staff: Lennon Dyer, Josh Hedgeman, Jennifer Hartley, Talia Tiedje, Patti Gervasi, Kristy Dillard

Chaperones: _____

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 2

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

*Projects students have undertaken to secure funds Candy gram sales

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

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

Teacher's Signature: <u>[Signature]</u>	Date: <u>9/23/19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>9/24/19</u>
Director's Signature: <u>[Signature]</u>	Date: <u>10/30/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: East Hamilton School

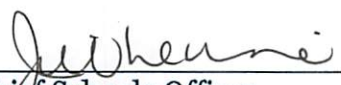
Date: 10/9/19 Trip Dates: 10/14-10/16/19

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

HS Golf had to qualify for State Tournament. Those matches were this week.


Principal Signature

10/9/19
Date

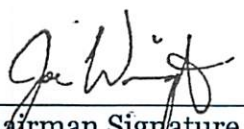

Chief Schools Officer

10/10/19
Date

APPROVED:


Superintendent Signature

10/10/19
Date


Board Chairman Signature

10/10/19
Date

HAMILTON COUNTY SCHOOLS

Request for Field Trip Approval

☐ Day ☒ Overnight (Must go to Board for Approval)

Today's Date: 10/9/19

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK

School East Hamilton School

Grade/Group/Team HS Golf

Departure Date/Time 10/14/19 9:00 am

Return Date/Time 10/16/19 6:00 pm

Event/Venue TSSAA State Golf Tournament

Address Willow Brook Golf Club, Manchester TN

Instructional value Athletic Event

Evaluation Athletic Event

Fee Requested \$ 0 How Acquired? n/a

Total # of Students 1 Total # of Staff 1 Total # of Chaperones 0 Nurse Required: ☐ Yes ☒ No

Number of subs needed 1

Funding source for subs school - golf

• Total # of Students with 504 Plan n/a

Modifications Needed n/a

• Total # of Students with Disabilities n/a

Modifications Needed n/a

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

County School Bus ☐ Cost \$ _____

Handicap Accessible Bus ☐ Cost \$ _____

Charter Bus (Board Approved) ☐ _____

Cost \$ _____

Cars ☒ List Driver(s) Parents will drive their child

Cost \$ 0

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

List Chaperones:

✓ Staff: Jeff Stetzler

Chaperones: _____

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

*Overnight Field Trips

*Number of students not attending for economic reasons n/a

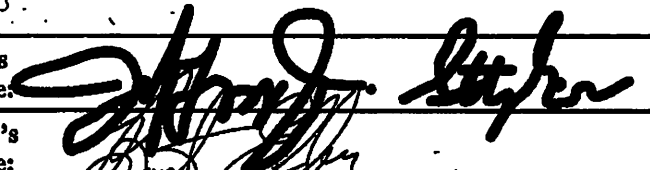
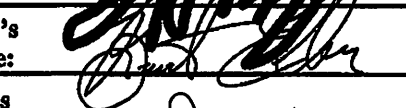
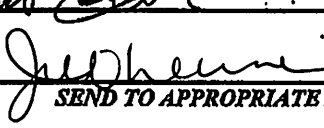
*Number of trips this group expects to take which will require funds 1

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

*Projects students have undertaken to secure funds pizza fundraiser

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

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

Teacher's Signature: 	Date: <u>10/9/19</u>
Principal's Signature: 	Date: <u>10/9/19</u>
Director's Signature: 	Date: <u>10/10/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: East Hamilton School

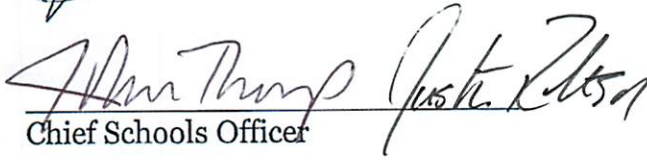
Date: 10/18/19 Trip Dates: 10/21/19-10/24/19

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

HS Volleyball team qualified for State Tournament on 10/17/19


Principal Signature

10/18/19
Date

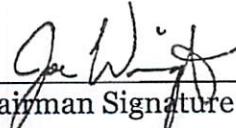

Chief Schools Officer

10/18/19 10/21/19
Date

APPROVED:


Superintendent Signature

10/21/2019
Date


Board Chairman Signature

10/21/19
Date

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ **Overnight** (Must go to Board for Approval)

Today's Date: 10/18/19

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK

School East Hamilton School

Grade/Group/Team EH High School Volleyball

Departure Date/Time 10/21/19 5:00 pm

Return Date/Time 10/24/19 8:00 pm

Event/Venue HS State Volleyball Tournament MTSU & local HS

Address 1301 E Main St, Murfreesboro, TN 37132

Instructional value Team Building, Leadership - HS Volleyball team will compete for state title

Evaluation Team Competition

Fee Requested \$ 0 How Acquired? n/a

Total # of Students 20 Total # of Staff 3 Total # of Chaperones 0 Nurse Required: ☐ Yes ☒ No

Number of subs needed 1 Funding source for subs school

• Total # of Students with 504 Plan n/a

Modifications Needed n/a

• Total # of Students with Disabilities n/a

Modifications Needed n/a

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

County School Bus ☐ Cost \$ _____

Handicap Accessible Bus ☐ Cost \$ _____

Charter Bus (Board Approved) ☐ _____

Cost \$ _____

Cars ☒ List Driver(s) Parents will provide transportation for their child

Cost \$ n/a

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

List Chaperones:

Staff: Kelsey Kelley, Michael Romano, Norma Nelson

Chaperones: _____

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

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

*Estimated cost to parent support groups for this trip \$ 80 (Meals)

*Projects students have undertaken to secure funds 0

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

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

Teacher's Signature: <u>Michael Romano</u>	Date: <u>10/19/19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>10/19/19</u>
Director's Signature: <u>[Signature]</u>	Date: <u>10/18/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

received
10/18/19



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

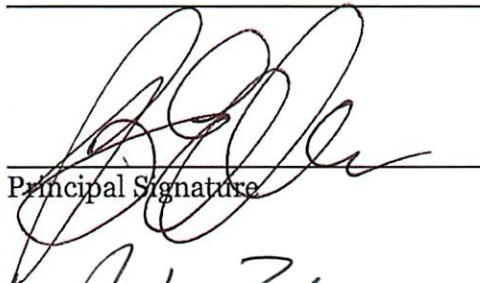
To: Executive Committee of the Board

School: East Hamilton School

Date: 10/29/19 Trip Dates: 11/6/19-11/9/19

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

HS Girl's Soccer team qualified for State competition on 10/26/19.


Principal Signature

10/29/19
Date


Chief Schools Officer

11/1/19
Date

APPROVED:


Superintendent Signature

11/1/19
Date


Board Chairman Signature

11/5/19
Date

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ **Overnight** (Must go to Board for Approval)

Today's Date: 10/29/19

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK

School East Hamilton School

Grade/Group/Team HS Girl's Soccer

Departure Date/Time 11/6/19 - 9:00 am

Return Date/Time 11/9/19 - 9:00 pm

Event/Venue TSSAA State Girl's Soccer Tournament - Siegel Soccer Park

Address 515 Cherry Lane, Mufreesboro TN 37129

Instructional value State Competition

Evaluation State Competition

Fee Requested \$ 0 How Acquired? n/a

Total # of Students 21 Total # of Staff 2 Total # of Chaperones 0 Nurse Required: ☐ Yes ☒ No

Number of subs needed 0

Funding source for subs n/a

• Total # of Students with 504 Plan n/a

Modifications Needed n/a

• Total # of Students with Disabilities n/a

Modifications Needed n/a

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

County School Bus ☒ Cost \$ 1200

Handicap Accessible Bus ☐ Cost \$ _____

Charter Bus (Board Approved) ☐

Cost \$ _____

Cars ☐ List Driver(s) _____

Cost \$ _____

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

List Chaperones:

Staff: Carrie Hill, Rich Clark

Chaperones: _____

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

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

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

*Projects students have undertaken to secure funds fundraisers

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

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

Teacher's Signature: <u>Carrie Hill</u>	Date: <u>10-24-19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>10/29/19</u>
Director's Signature: <u>[Signature]</u>	Date: <u>10/30/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

HCS School Leadership
Received 10/29/19



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: East Hamilton School

Date: 10/14/19 Trip Dates: 11/21-23/19

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

Missed the board due date due to finalizing details for this trip.


Principal Signature

10/16/19
Date

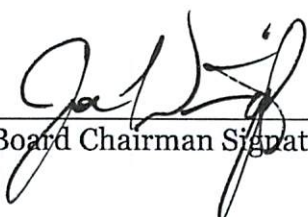

Chief Schools Officer

10/28/19
Date

APPROVED:


Superintendent Signature

11/4/19
Date


Board Chairman Signature

11/5/19
Date

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ Overnight (Must go to Board for Approval) Today's Date: 9/26/2019

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK
School East Hamilton School Grade/Group/Team All-East Honor Choir participants
Departure Date/Time 1pm Nov.21 Return Date/Time 5pm Nov. 23
Event/Venue Maryville College/ All-East honor choir Address 502 E. Lamar Alexander Pkwy Maryville, TN 37804
Instructional value to gain knowledge and experience by participating in an audition-only honor choir
Evaluation through performance

Fee Requested \$ 50 How Acquired? through school bookkeeper-all students WHO QUALIFY BY AUDITION are allowed to attend regardless of fee

Total # of Students 6 Total # of Staff 1 Total # of Chaperones _____ Nurse Required: ☐ Yes ☒ No

Number of subs needed 1 Funding source for subs school

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

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

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

Charter Bus (Board Approved) ☐ Cost \$ _____

Cars ☒ List Driver(s) parent provide transportation Cost \$ _____

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

List Chaperones:

Staff: Synda Holmes

Chaperones: _____

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

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

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

*Projects students have undertaken to secure funds NA

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

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

Teacher's Signature: <u>Synda Holmes</u>	Date: <u>9/26/19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>10/1/19</u>
Director's Signature: <u>[Signature]</u>	Date: <u>10/28/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: SMMHS

Date: 10/4/19 Trip Dates: 10/7/19-10/9/19

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

Team just qualified for the event.


Principal Signature

10/4/19
Date

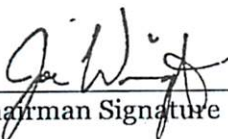

Chief Schools Officer

10/4/19
Date

APPROVED:


Superintendent Signature

10/4/19
Date


Board Chairman Signature

10/4/19
Date

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ **Overnight** (Must go to Board for Approval)

Today's Date: 10/2/19

☐ Career/Tech. ☐ Exceptional Ed ☐ Learning Community ☐ Opportunity Zone ☐ PreK

School Signal Mountain High School

Grade/Group/Team 9-12

Departure Date/Time 10/7/19 12:00pm

Return Date/Time 10/9/19 6:00pm

Event/Venue Golf State Championship Tournament

Address Willowbrook Golf Club, Manchester TN

Instructional value State Championship Competition

Evaluation Wins/Losses

Fee Requested \$ 0 How Acquired? _____

Total # of Students 11 Total # of Staff 1 Total # of Chaperones 1 Nurse Required: ☐ Yes ☒ No

Number of subs needed 0

Funding source for subs _____

• Total # of Students with 504 Plan 0

Modifications Needed N/A

• Total # of Students with Disabilities 1

Modifications Needed Will ride in cart approved by TSSAA

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

County School Bus ☐ Cost \$ _____

Handicap Accessible Bus ☐ Cost \$ _____

Charter Bus (Board Approved) ☐ _____

Cost \$ _____

Cars ☐ List Driver(s) Parents are responsible for transportation

Cost \$ _____

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

List Chaperones:

Staff: Rodney Mitchell

Chaperones: Art Hagood

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

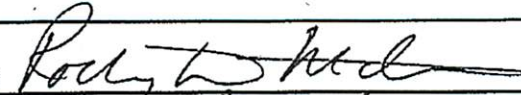
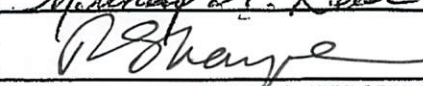
*Number of trips this group expects to take which will require funds 0

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

*Projects students have undertaken to secure funds Car Wash Fundraiser

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

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

Teacher's Signature:		Date: <u>10-3-19</u>
Principal's Signature:		Date: <u>10-3-19</u>
Director's Signature:		Date: <u>10/4/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

HCS School Leadership
Received 10/3/19



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Signal Mountain Middle High School

Date: 10/24/19 Trip Dates: 11/1/2019 - 11/2/2019

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

The girls and boys and cross country teams qualified for the state
championship on 10/23/19.

[Signature]
Principal Signature

10-24-19
Date

[Signature]
Chief Schools Officer

10/25/19
Date

APPROVED:

[Signature]
Superintendent Signature

10/30/2019
Date

[Signature]
Board Chairman Signature

10/30/2019
Date

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ **Overnight** (Must go to Board for Approval) Today's Date: 10/24/19

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK

School Signal Mountain Middle High School Grade/Group/Team High School Cross Country Team

Departure Date/Time 11:30am 11/1/2019 Return Date/Time 8:00pm 11/2/2019

Event/Venue Cross Country State Championship, Percy Warner Park Address 2591 Old Hickory Blvd Nashville, TN 37221

Instructional value Compete in the State Championship

Evaluation success of the team

Fee Requested \$ 0 How Acquired? N/A

Total # of Students 16 Total # of Staff 2 Total # of Chaperones 0 Nurse Required: ☐ Yes ☒ No

Number of subs needed 2 Funding source for subs HS Cross Country Team Account

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

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

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

Charter Bus (Board Approved) ☐ Cost \$ _____

Cars ☒ List Driver(s) Parents will be responsible for the transportation of their athlete Cost \$ N/A

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

List Chaperones:

Staff: Dustin Carpenter, Francene Sewell

Chaperones: _____

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

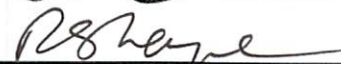
*Number of trips this group expects to take which will require funds 1

*Estimated cost to parent support groups for this trip \$ \$200.00

*Projects students have undertaken to secure funds Team Fees, Lap-a-thon, Eagle Cards

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

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

Teacher's Signature: 	Date: <u>10/24/19</u>
Principal's Signature: 	Date: <u>10-24-19</u>
Director's Signature: 	Date: <u>10/24/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

HCS School Leadership
Received 10/24/19



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: SMMHS

Date: 10/29/19 Trip Dates: 11/6-11/7/19

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

Girls Soccer Team Qualified for State Tournament on Oct. 26th.

Tournament was rescheduled for 11/6-11/7

Sh W
Principal Signature

10-31-19
Date

Just. R. H. S. A.
Chief Schools Officer

11/1/19
Date

APPROVED:

[Signature]
Superintendent Signature

11/1/19
Date

[Signature]
Board Chairman Signature

11/5/19
Date

HAMILTON COUNTY SCHOOLS Request for Field Trip Approval

☐ Day ☒ Overnight (Must go to Board for Approval) Today's Date: 10/29/19

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK

School Signal Mountain Middle/High School Grade/Group/Team HS Girls Soccer Team

Departure Date/Time 11/6/19 11:00a.m. Return Date/Time 11/7/19 11:00p.m.

Event/Venue State Soccer Tournament Address 515 Cherry Lane, Murfreesboro, TN 37219

Instructional value Extra Curricular state soccer competition

Evaluation N/A

Fee Requested \$ 105.00 How Acquired? Parents

Total # of Students 28 Total # of Staff 4 Total # of Chaperones _____ Nurse Required: ☐ Yes ☒ No

Number of subs needed 4 Funding source for subs SM Athletics

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

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

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

Charter Bus (Board Approved) ☐ Cost \$ _____

Cars ☒ List Driver(s) Parents are responsible to students transportation Cost \$ _____

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

List Chaperones:

Staff: Richard Northcutt, Lorri Whitney, Tracey Daverson(CSAS), Kelley Calhoun(Nolan)

Chaperones: _____

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

*Overnight Field Trips

- *Number of students not attending for economic reasons 0
- *Number of trips this group expects to take which will require funds 1
- *Estimated cost to parent support groups for this trip \$ 105.00
- *Projects students have undertaken to secure funds N/A
- *Co-ed trips require co-ed chaperones. Have you complied? ☒ Yes
- *Travel itinerary attached with name/address of accommodations ☒ Yes

Teacher's Signature: <u>[Signature]</u>	Date: <u>10/30/19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>10-31-19</u>
Director's Signature: <u>[Signature]</u>	Date: <u>10/31/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

HCS School Leadership
Received 10/31/19

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

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

MEMORANDUM

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

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

DATE: November 21, 2019

RE: Overnight Field Trips

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

- # 1. **Lakeside Elementary** – Sixteen members of the Junior Beta Club will travel to Nashville, TN November 24-25, 2019 to participate in the Junior Beta Club Convention.
- #2. **Ooltewah High School** – Three members of the Model United Nations Team will travel to Chattanooga, TN November 23-25, 2019 to participate in the Southeastern High School Model UN Conference.
- #3. **Sale Creek Middle/High School** – Twelve students enrolled in Art 3/4 will travel to Atlanta, GA January 10-12, 2020 and tour the Museum of Design Atlanta, High Museum, and Savannah College of Art and Design, Atlanta.
- #4. **Soddy Daisy High School** – Fourteen members of the Varsity Wrestling Team will travel to Santa Rosa Beach, FL December 5-9, 2019 to compete in the South Walton Wrestling Invitational.
- #5. **Soddy Daisy High School** – Five members of National Ocean Science Bowl Team will travel to Ocean Springs, Mississippi January 31 – February 2, 2020 to participate in the Regional Hurricane Bowl.
- #6.* **Sale Creek Middle/High School** – Twenty-four members of the Volleyball Team traveled to Murfreesboro, TN October 21-24, 2019 and competed in the State Volleyball Tournament.

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

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ Overnight (Must go to Board for Approval)

Today's Date: 10/23/2019

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK

School Lakeside Academy

Grade/Group/Team 5th grade-Beta Club

Departure Date/Time Sun. Nov. 24th at 8:00 a.m.

Return Date/Time Mon. Nov. 25th at 5:00 p.m.

Event/Venue Opryland Hotel

Address 2800 Opryland Drive Nashville, TN 37214

Instructional value Students will compete in academic & artistic competitions with their peers from across TN

Evaluation Students will be given feedback on their art work & academic competitions at the convention.

Fee Requested \$ 175.00 How Acquired? Students

Total # of Students 16 Total # of Staff 5 Total # of Chaperones 0 Nurse Required: ☐ Yes ☒ No

Number of subs needed 4 Funding source for subs School

• Total # of Students with 504 Plan 0

Modifications Needed None

• Total # of Students with Disabilities 0

Modifications Needed None

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

County School Bus ☒ Cost \$ 800.00

Handicap Accessible Bus ☐ Cost \$ _____

Charter Bus (Board Approved) ☐ Cost \$ _____

Cars ☐ List Driver(s) _____ Cost \$ _____

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

List Chaperones:

Staff: Lisa Millard, Emma Mullins, Beth Smith, Brooke Smith, and Arthur Williams

Chaperones: _____

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

*Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 2

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

*Projects students have undertaken to secure funds donut coupon sales

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

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

Teacher's Signature: <u>[Signature]</u>	Date: <u>10/23/19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>10/23/19</u>
Director's Signature: <u>[Signature]</u>	Date: <u>10/24/19</u>

(SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL)

osp. ✓
Event leader

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

☐ Day ☒ **Overnight** (Must go to Board for Approval)

Today's Date: 9/27/19

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK

School Ooltewah High School

Grade/Group/Team Model UN Team

Departure Date/Time 11/23/19; 8:00 AM

Return Date/Time 11/25/19; 3:00 PM

Event/Venue Southeastern High School Model UN Conference

Address Chattanooga Convention Center

Instructional value Students research and debate issues of chosen countries; leadership opportunities

Evaluation Do resolutions pass? Competition, opportunities for extension and for future leadership positions

Fee Requested \$ 250 How Acquired? Students pay

Total # of Students 3 Total # of Staff 2 Total # of Chaperones _____ Nurse Required: ☐ Yes ☒ No

Number of subs needed 1

Funding source for subs _____

• Total # of Students with 504 Plan 0

Modifications Needed n/a

• Total # of Students with Disabilities 0

Modifications Needed n/a

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

County School Bus ☐ Cost \$ _____

Handicap Accessible Bus ☐ Cost \$ _____

Charter Bus (Board Approved) ☐ _____

Cost \$ _____

Cars ☒ List Driver(s) Families provide transportation

Cost \$ 0

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

List Chaperones:

Staff: Rebecca Burnette (girls' chaperone), David Poss (from Signal Mtn. HS, boys' chaperone)

Chaperones: _____

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

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

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

*Projects students have undertaken to secure funds 0

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

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

Teacher's Signature: [Signature]

Date: 9/27/19

Principal's Signature: [Signature]

Date: 9/30/19 **received**
10/29/19

Director's _____

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ **Overnight** (Must go to Board for Approval)

Today's Date: 10/31/2019

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK

School SALE CREEK HIGH

Grade/Group/Team GRADES 11,12/ART 3/4

Departure Date/Time 1/10/2020 7AM

Return Date/Time 1/12/2020 8PM

Event/Venue ART ENRICHMENT TRIP

Address SEE ATTACHED ITINERARY

Instructional value COLLEGE VIST, ART ENRICHMENT, PORTFOLIO WORK

Evaluation PORTFOLIO WORK

Fee Requested \$ 100 How Acquired? FROM STUDENTS

Total # of Students 12 Total # of Staff 3 Total # of Chaperones _____ Nurse Required: ☐ Yes ☒ No

Number of subs needed 3

Funding source for subs _____

• Total # of Students with 504 Plan 0

Modifications Needed N/A

• Total # of Students with Disabilities 0

Modifications Needed N/A

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

County School Bus ☐ Cost \$ _____

Handicap Accessible Bus ☐ Cost \$ _____

Charter Bus (Board Approved) ☐ _____

Cost \$ _____

Cars ☒ List Driver(s) TIM SMITH, RAYMONA HARRIS, BECKY BENEFIELD

Cost \$ INCLUDED

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

List Chaperones:

Staff: TIM SMITH, BECKY BENEFIELD, RAYMONA HARRIS

Chaperones: _____

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds THIS AND ONE MORE

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

*Projects students have undertaken to secure funds NONE

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

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

Teacher's
Signature: _____

Date: 10/31/2019

Principal's
Signature: _____

Date: 10/31/19

Director's
Signature: Neeli Parn

Date: 10/31/19

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

received
10/31/19

HAMILTON COUNTY SCHOOLS

Request for Field Trip Approval

☐ Day ☒ **Overnight** (Must go to Board for Approval)

Today's Date: 11/5/19

☐ Career/Tech. ☐ Exceptional Ed ☐ Learning Community ☐ Opportunity Zone ☐ PreK

School Soddy Daisy High School

Grade/Group/Team Varsity Wrestling Team

Departure Date/Time 12/5/19 @ 3:00 p.m.

Return Date/Time 12/8/19 @ 9:00 a.m.

Event/Venue South Walton Wrestling Invitational

Address 645 Greenway Trail, Santa Rosa Beach, FL 32459

Instructional value N/A

Evaluation N/A

Fee Requested \$ 0 How Acquired? N/A

Total # of Students 14 Total # of Staff 5 Total # of Chaperones 6 Nurse Required: ☐ Yes ☒ No

Number of subs needed 3 Funding source for subs SDHS Wrestling

• Total # of Students with 504 Plan N/A

Modifications Needed N/A

• Total # of Students with Disabilities N/A

Modifications Needed N/A

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

County School Bus ☐ Cost \$ _____

Handicap Accessible Bus ☐ Cost \$ _____

Charter Bus (Board Approved) ☐ _____ Cost \$ _____

Cars ☒ List Driver(s) Brad Laxton, Ashley Brooks, Brooke Laxton, Lacey Brown, Logan White, Linda Swafford Cost \$ _____

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

List Chaperones:

Staff: Brad Laxton, Lacey Brown, Logan White, Linda Swafford

Chaperones: Ashley Brooks, Brooke Laxton

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

*Overnight Field Trips

*Number of students not attending for economic reasons N/A

*Number of trips this group expects to take which will require funds N/A

*Estimated cost to parent support groups for this trip \$ N/A

*Projects students have undertaken to secure funds N/A

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

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

Teacher's Signature: 	Date: <u>11/5/19</u>
Principal's Signature: 	Date: <u>11/6/19</u>
Director's Signature: 	Date: <u>11/8/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

HAMILTON COUNTY SCHOOLS

Request for Field Trip Approval

☐ Day ☒ Overnight (Must go to Board for Approval) Today's Date: 16 October 2019

☐ Career/Tech. ☐ Exceptional Ed ☐ Learning Community ☒ Opportunity Zone ☐ PreK
School Soddy Daisy High School Grade/Group/Team 11 NOSB Team (Environmental Club)

Departure Date/Time 31 January 2020 - 7am Return Date/Time 2 February 2020 - 5 pm

Event/Venue National Ocean Science Bowl Regional -Hurricane Bowl Address Off Coast Research Laboratory, School of Ocean Science and Technology, Univ of Southern Miss 129 Beach Blvd, Ocean

Instructional value Competition focused on knowledge and processes related to ocean science

Evaluation Success with the competition and knowledge gained. Also the Experience.

Fee Requested \$ 0 How Acquired? NA

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

Number of subs needed 2 Funding source for subs HCDE

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

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

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

Charter Bus (Board Approved) ☐ Cost \$ _____

Cars ☒ List Driver(s) David Wehunt, Amanda Williams Cost \$ 0

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

List Chaperones:

Staff: David Wehunt, Amanda Williams

Chaperones: _____

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

*Overnight Field Trips

*Number of students not attending for economic reasons 0

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

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

*Projects students have undertaken to secure funds NA

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

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

Teacher's Signature: <u>David C Wehunt</u>	Date: <u>17 Oct '19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>10/17/19</u>
Director's Signature: <u>Neelie Rann</u>	Date: <u>10/25/19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Sale Creek

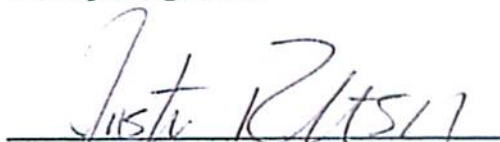
Date: 10/18/19 Trip Dates: 10/21-24/19

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

The volleyball team qualified for the state tournament by winning the sectional match on Thursday, October 17, 2019.


Principal Signature

10/18/19
Date

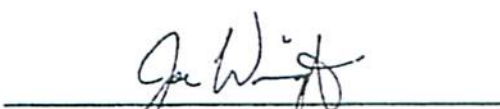

Chief Schools Officer

10/21/19
Date

APPROVED:


Superintendent Signature

10/21/2019
Date


Board Chairman Signature

10/21/19
Date

received
10/18/19

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ Day ☒ Overnight (Must go to Board for Approval)

Today's Date: October 18, 2019

☐ Career/Tech. ☐ Exceptional Ed ☒ Learning Community ☐ Opportunity Zone ☐ PreK

School Sale Creek High School

Grade/Group/Team Volleyball Team

Departure Date/Time 10/21/19 2:00 PM

Return Date/Time 10/24/19 5:00 PM

Event/Venue State Tournament, MTSU

Address Murfreesboro, TN

Instructional value Competition

Evaluation Tournament results

Fee Requested \$ 0 How Acquired? N/A

Total # of Students 24 Total # of Staff 2 Total # of Chaperones 1 Nurse Required: ☐ Yes ☒ No

Number of subs needed 1 Funding source for subs Volleyball account

• Total # of Students with 504 Plan 0

Modifications Needed n/a

• Total # of Students with Disabilities 0

Modifications Needed n/a

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

County School Bus ☒ Cost \$ 400

Handicap Accessible Bus ☐ Cost \$ _____

Charter Bus (Board Approved) ☐ _____ Cost \$ _____

Cars ☐ List Driver(s) _____ Cost \$ _____

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

List Chaperones:

Staff: Erin Briner, Debbie Hill

Chaperones: Warren Hill

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

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

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

*Projects students have undertaken to secure funds season income

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

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

Teacher's Signature: <u>Debbie Hill</u>	Date: <u>10/18/19</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>10/18/19</u>
Director's Signature: <u>Nellie Parr</u>	Date: <u>10.18.19</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

D. Chief Business Officer - Brent Goldberg

1. Bids/Contracts

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

MEMORANDUM

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

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

DATE: November 21, 2019

RE: Bids/Contracts

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

BG:de



**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: Operations Office

DATE: November 21, 2019

RE: Approval of Lease Agreements and Security Charges for Graduation 2020

This is to request your approval of the following lease agreements and security charges:

1. UTC McKenzie Arena – Rental for May 12-16, 2020, total rental and charges are \$26,803.87.
2. Tivoli Theatre – Rental for May 15-16, 2020, total rental and charges are \$11,800.00.
3. Memorial Auditorium – Rental for May 15-16, 2020, total rental and charges are \$11,800.00.
4. Security Charges:

UTC McKenzie Arena – 6 officers working a total of 16 hours @ \$40.00 per hour
= \$3,840.00.

Tivoli – 4 officers working a total of 16 hours @ \$40.00 per hour = \$2,560.00.

Memorial Auditorium – 6 officers working a total of 16 hours @ \$44.00 per hour = \$3,840.00.

TOTAL CHARGES FOR SECURITY: \$10,240.00

TOTAL CHARGES FOR GRADUATION 2020: \$60,643.87



McKenzie Arena

615 McCallie Ave. Dept 3403
Chattanooga, TN 37403
(423)425-4706 fax (423)425-4783

Contract #

Estimate

Estimate

Customer

Name Hamilton County Dept of Education

Address 3074 Hickory Valley Road

City Chattanooga State GA ZIP 37421

Phone Tamara McKamey (423)498-7023 EXT. 20007

Event Date May 12-16, 2020

Contract #

Rep Obie Webster

P. O. #

Qty	Description	Unit Price	TOTAL
	Estimation for May 2020 Graduations		
1	Rental per Contract	\$ 3,750.00	\$ 3,750.00
1	Building Services per Contract	\$ 1,450.00	\$ 1,450.00
1	Staffing (4 days of graduations)	\$ 21,032.80	\$ 21,032.80
1	RENTAL: 60 foot trussing & motor (Shared Cost) Shared UTC, Ridgeland, Hamilton, Notre Dame & LFO each	\$ 265.97	\$ 265.97
1	Crew One--Rigging OUT, (\$305.10) (Shared Cost is 1/3 of original invoice, Ridgeland; Hamilton Co LFO Graduation	\$ 305.10	\$ 305.10
	NOTE: Shared cost may vary depending upon the number of schools and the rental cost of the equipment.		
	Staffing rates are based upon last year's number, may vary if hours increase or decrease.		

Payment Details

- ☐ Cash Accepted In Person Only
☒ Check, Money Order or Cashier's Check
☐

SubTotal \$ 26,803.87

Taxes @ 9.25%

Paid

TOTAL / DUE \$ 26,803.87

Office Use Only

Thank you for choosing The McKenzie Arena



CONTRACT AND/OR LEASE FOR SERVICES
BETWEEN
THE UNIVERSITY OF TENNESSEE and
Hamilton County Dept. of Education; Attn: Ken
Bradshaw



3074 Hickory Valley Road; Chattanooga, TN 37421
(Name of Contractor / Performer)
(Address of Contractor / Performer)
(423)498-7023; e-mail: McKamey_T@HCDE.org
(Phone of Contractor/Performer)

**This contract/lease, entered into this
2nd day of October 2019
between The University of Tennessee, hereafter referred to as University
and Hamilton County Dept. Of Education
Herein referred to as Contractor or Lessee**

I. WITNESSETH

In consideration of the mutual promises contained herein the parties agree to enter into this contract and lease, and to be bound by the terms and conditions in accordance with the provisions contained herein.

1. Lessee as promoter, performer, artist, entertainer, or sponsor agrees to provide the following event during the period and under the terms of this lease agreement:

- a. Event and purpose for which facility is leased: Hamilton County High Schools Graduations
- b. Facility leased: UTC McKenzie Arena
- c. Date of event: Tuesday, Thursday, Friday & Saturday-May 12, 14 - 16, 2020.
- d. Start and finishing time of event: 8:00 AM until approx. 11:00 PM on Tuesday, Thurs., Fri. and Sat.-May 12 & 14 - 16, 2020.
- e. Move in and move out times of event: Tuesday-May 12, 2020 at 7:00 AM with move-out immediately after the event on Saturday-May 16, 2020.
- f. Names of bands, artists, orchestra, entertainers, performers, or groups who shall be presented: Schools and times are to be provided at a later time.

2. PAYMENT TERMS

- a. "Adjusted Gross Receipts" as used herein shall mean all proceeds from the sale of tickets for the Engagement, after deducting therefrom Federal State County and local admissions and sales taxes "Adjusted Gross Receipts shall not include the price of complimentary tickets
- b. Lessee agrees to payment term as follows: - Rental Rate: \$3,750.00 flat plus staffing, rented equipment, personnel and licenses as listed below.
- c. For Non-City of Chattanooga or Hamilton County Businesses, the City of Chattanooga and County have initiated a Transient Business License requirement that is good for a fourteen (14) day period at a flat rate of \$50.00 and \$55.00 respectively (\$105.00 total). These Licenses will be processed by the University for the Lessee, if required, and be deducted at the settlement of the contract. Tennessee state sales tax will be assessed on all sales by the Lessee at the rate of 9.25% and payment will be processed by the University
- d. Non Refundable Deposit required -\$1,500.00- upon execution of contract.
- e. See expense breakdown for additional expenses to be PAID by Lessee. Actual expenses will be charged at settlement of event.

II. EXPENSES BREAKDOWN:

BOX OFFICE SERVICES

	Description
Box Office Supervisor (1)	N/A
Day/Night of Show Cashiers	N/A
Credit Card Service Fee	N/A
Ticket Printing	N/A
Advanced Ticket Service	N/A

EVENT STAFFING

Security Supervisor (1)	\$35.00 per hour
Electrician/ Sound Tech (1)	\$36.00 per hour
Security Officers	\$25.00 per hour per person
Medical Staff	\$25.00 per hour per person
House / Event Manager (1)	\$30.00 per hour
Ushers	\$10.00 per hour per person
Ticket Takers	\$10.00 per hour per person

BUILDING SERVICES: \$1,450.00 includes stage-maximum size of 52w X 40d X 4-6high; 1- forklift, chairs; set-up and custodial clean-up and 3 local phone access lines. Spot operators are an extra charge.

PRODUCTION: LESSEE'S RESPONSIBILITY

OTHER: QUOTES AVAILABLE UPON REQUEST FOR ADDITIONAL SERVICES OR ITEMS

The above listed expenses are based on estimated requirements, actual expenses will be determined and charged based on services rendered during event or pre-event period.

III. Agreement

1) CONCESSIONS:

a. University reserves the right to control the sale of all concessions including food, beverages, parking, University logo novelty items or any other service connected with the Arena. All income from said concessions will be retained by the University. No free samples may be distributed at the Arena without the approval of the University.

b. Programs and Novelties: Lessee may be permitted to sell novelties, programs, records or tapes provided the University is given written notice at least five (5) days prior to the event. Include the name and telephone number of the Lessee's concession representative. Items for sale must be available for inventory at least two (2) hours prior to the event. Lessee shall be required to pay for the privilege of such sales. Lessee shall be required to use University's personnel or its agent to sell said items. **Not Applicable.**

2) **CATERING:** University reserves the right to require the use of its own in-house catering department during the term of the agreement. Should University grant Lessee use of its own or an outside caterer, University requires payment of **\$00.00** for use of kitchen facilities in addition to above-mentioned rental fee. Such permission must be obtained in writing prior to the performance date.

3) INSURANCE:

The Lessee shall provide the University with satisfactory evidence of current insurance issued by insurance companies acceptable to the University for the Following Coverage and limits of liability.

Low Risk Event Requirements below:

Commercial General Liability (CGL):

Each Occurrence Limit	\$1,000,000
Medical Expense-Any One Person	\$10,000
General Aggregate	\$2,000,000

Such evidence of insurance shall be in the form of a Certificate of Insurance and shall name as Certificate Holder as the **University of Tennessee; 5723 Middlebrook Pike; Suite 218; Knoxville, TN 37996; phone (865)974-5409.**

The Description of Operations shall include the following: The University of Tennessee, it's Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General Liability policies. A Waiver of Subrogation applies to General Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. The insurer shall also agree to notify the University of any Changes, cancellations or non-renewals within thirty (30) days.

4) INDEMNITY

Any liability of the Hamilton County Department of Education will be governed by the Tennessee Governmental Tort Liability Act. The University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act. In the event of damages incurred during the events covered under this Agreement The University will notify Lessee at the time of settlement of charges.

5) RETURN OF CONTRACT

The University reserves the right to void this contract if not properly signed and returned to the University within ten (10) business or working days.

6) CONTRACT BINDER

This contract shall not be binding on the parties until it has been signed by an authorized University of Tennessee Official.

Lessee's contact at The University of Tennessee at Chattanooga for this engagement:

**Obie Webster –
Executive Director
(423)425-4706**

Return all signed copies to:

**The University of Tennessee at Chattanooga
UTC Arena Dept. 3403;
615 McCallie Avenue
Chattanooga TN 37403-2598**

The below signatures confirm that the parties have read and approve each and all of the "ADDITIONAL TERMS AND CONDITIONS" set forth on this contract hereof and the provisions of any addendum which may be annexed hereto

PLEASE SIGN EACH COPY OF CONTRACT INDIVIDUALLY

IN WITNESS WHEREOF the parties have executed this contract on the aforementioned date

By _____
Representative for
THE UNIVERSITY OF TENNESSEE

By _____
Contractor or Lessee
Date _____

DATE _____

Fed ID* _____

IV. ADDITIONAL TERMS AND CONDITIONS

1) DEFAULT: Should the Lessee default in the performance of any of the terms and conditions of this contract, the University, at its option, may terminate the same and demand damages or demand specific performances hereof, and any deposit paid by Lessee to University shall be retained by the University and considered as partial payment for liquidated damages. Notwithstanding anything herein to the contrary, all obligations and liabilities of the University of Tennessee under this agreement are dependent upon the successful completion of the above scheduled event. If Lessee fails to complete the above scheduled event for any reason within Lessee's control or responsibility, Lessee agrees to forfeit any deposit paid by Lessee as well as to pay University for all expenses incurred in the preparation of said event.

2) NONASSIGNABLE: Performer shall have sole control over the selection of musical composition and shall be responsible for the supervision direction and control of the services of the musicians and/or other entertainers and artists performing under performer's control. Performer agrees that all musicians under performer's control shall abide by the rules and regulations of The University of Tennessee and the laws of the state of Tennessee in matters relating to public conduct, sanitation, dress, and safety. Performer agrees that the final decision in all matters relating to security, public safety, public conduct, and decorum shall rest with the appropriate University official. If the musicians required to perform this engagement have not been chosen or hired by the performer prior to the signing of (this agreement, it shall be Performer's responsibility to obtain such additional musicians.

3) RIGHT OF ENTRY: In permitting the use of the space herein mentioned, University retains the right to enforce all necessary and proper rules for the management and operations of said premises. Duly authorized representatives of University may enter the premises to be used and all of the premises at any time and on any occasion without any restrictions whatsoever. All facilities, including the area which is the subject of this permit, and all parking areas shall at all times be under the control of the University.

4) PAYMENT FOR DAMAGES:

. Intentionally Omitted.

5) ADVERTISING: Lessee agrees that all advertising of the event will be true and accurate. Furthermore, Lessee agrees that all news releases, publicity, material, radio or television announcements, publications or other such public notices issued shall refer to the facility only by "The UTC McKenzie Arena." All advertising space on the University is the exclusive property of University and all receipts shall accrue to University.

6) ANNOUNCEMENTS: University reserves the right to make announcements during intermission or at other appropriate times which relate to future attractions, concessions, etc. University is also entitled to make announcements in the interest of public safety. Lessee agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety.

7) BROADCAST AND RECORDING RIGHTS: University reserves all rights for television and radio broadcasts and recordings originating from facility during the term of this agreement. Should University grant Lessee such privileges, University may require payment in addition to rental fee. Such permission must be obtained in writing prior to broadcast date.

8) COPYRIGHTS: Lessee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials devices, processes or dramatic rights used/or incorporated in the event.

9) INTERMISSION: Lessee agrees that all public ticket selling events will have at least one intermission of not less than twenty (20) minutes in duration.

10) EVENT REQUIREMENTS: At least seven (7) days before the first performance of the event, Lessee shall provide a full and detailed outline of all services required, including but not limited to the following: staging, lighting, and sound requirements, and such other coordinating information necessary for the successful production of the event. Any services or requirements that are requested or rendered to promoter or his agents, in addition to Expense Breakdown or as a result of changes in event production, will be billed at the University's prevailing rates. Actual expenses will be charged at settlement of event.

11) COMPLIMENTARY: Unless otherwise agreed by the University, total complimentary tickets by Contractor or Lessee shall be limited to an amount consistent with good practice, but recommended not to exceed 5 percent of the printed tickets for the event as taken from the certified manifest. House reserves the right to use up to 1 percent of the manifest.

12) TICKET PROCEDURES:

- a. University will at all times control ticket procedures, ticket office, ticket personnel and ticket receipts for all commercial public events until settlement.
- b. Until a valid contract has been entered into between the Lessee and the artist and a valid technical sheet specifying stage size, sound, and lighting requirements have been presented to the University, no tickets may be sold and no public announcements concerning the event may be made.
- c. All Convenience / Facility Fees will remain with the University of Tennessee and will **NOT** be calculated as part of the gross receipts. Convenience / Facility Fees will be as follows:
 - Facility charge of _\$0.00_ will be assessed to the customer on all paid tickets including consignment/ fan club or presale tickets.
 - Additional Convenience fee of __\$0.00__ will be assessed to the customer on outlet, internet and telephone sales.

13) EMPLOYER-EMPLOYEE RELATIONSHIP: Lessee expressly denies the existence of any employer-employee relationship or agency relationship between Lessee (or any musicians or other performers or entertainers performing under this agreement) and the University, its officers, employees, and agents. Lessee expressly warrants that he and the performers under this contract in the above scheduled performance shall be Lessee's or Lessee's performers, employees, agents, or servants.

14.) This agreement shall be governed by the laws of the state of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act, Tenn. Code Ann. Section 9-8-301 et seq.



**TIVOLI THEATRE
SAILORS AND SOLDIERS MEMORIAL AUDITORIUM
ROBERT KIRK WALKER THEATRE**

FACILITIES LICENSE AGREEMENT

Deposit Received: _____ **Check No:** _____ **Date Received:** _____

THE LICENSEE MUST INITIAL THE TOP OF THIS PAGE, SIGN AND WITNESS THE LAST PAGE, AND RETURN THIS AGREEMENT WITH ANY APPLICABLE DEPOSIT TO THE TIVOLI THEATRE FOUNDATION AT THE ADDRESS SET FORTH HEREIN FOR DELIVERY OF NOTICES

DATA SHEET

(1) The Event: _____

(2) License Fees: In consideration for the use of the **LICENSED FACILITIES**, the **LICENSEE** agrees to pay the **LICENSOR**, without demand, the total amount of

(3) Box Office Charges: The **LICENSEE** agrees to pay the **LICENSOR**, without demand, box office charges of 3%, plus bank charges and full reimbursement for bad credit cards on credit purchases. Ticket Printing fee is 0.20/ticket

(4) Preservation Fee: Tivoli Foundation Facilities Fee in the amount of ~~\$500 per day or \$2.00 per ticket~~ shall be added into settlement to the Tivoli Foundation for payment of the

_____ Facilities construction indebtedness

(5) Deposit: The amount of Deposit required under this Agreement: _____

(6) Minimum Liability Insurance Limit: The Licensor, Tivoli Theatre Foundation, will name the Licensee, Hamilton County Department of Education, as an additional insured on the Licensor's Policy for a cost of **\$300** to the Licensee.

(7) Net Novelty Merchandise Revenues: The **LICENSOR** shall receive ~~\$200 per day for MERCH and \$125 per day for VIDEO SALES.~~

(8) _____ Use Period(s): Tivoli and Memorial Auditorium Use Periods are as follows:

Dates

Move In/Move Out

Start Time

End Time

AGREEMENT

THIS AGREEMENT made and entered into as of the _____ day of _____, 20____, by and between the Tivoli Foundation, a lessee via a City Lease of properties, consisting of both real and personal property, _____ acting by and through the Tivoli Foundation, herein after compromising the _____, referred to as the "LICENSOR" and,

Name: _____

Authorized Representative: _____

Address: _____

Telephone: _____

WITNESSETH:

FOR AND IN CONSIDERATION of the promises and conditions contained herein, the **LICENSOR** and the **LICENSEE** do hereby agree as follows:

1. LICENSE OF FACILITIES

1.1. The **LICENSOR** does hereby license to the **LICENSEE** all of the venue which the **LICENSOR** deems necessary for the proper presentation of the **EVENT** during the venue **USE PERIOD(S)** specified on the Data Sheet (hereinafter referred to as the "**LICENSED FACILITIES**").

2. LICENSE FEE AND OTHER CHARGES

2.1 The **LICENSEE** shall pay the **LICENSOR** the Deposit as specified from the Data Sheet. The Deposit, as actually received by the **LICENSOR**, shall be applied against the License Fee. Timely payment of the Deposit is an express condition to the **LICENSEE'S** right hereunder.

Two weeks prior to the event, it can be cancelled if there are insufficient funds in ticket sales.

2.2 No later than the date of the final settlement, the **LICENSOR** shall retain from the settlement a License Fee equal to the greater of (a) the Minimum License Fee specified on the Data Sheet, or (b) the Percentage specified on the Data Sheet times the Gross Admissions Receipts. If for any reason the funds available to the **LICENSOR** at settlement are insufficient to fully compensate the **LICENSOR** for all sums due from the **LICENSEE** including all additional expenses for labor, equipment and utilities two weeks prior to the event the event may be canceled. "Gross Admissions Receipts" as used herein means all gross receipts received from sale of tickets or admissions minus applicable taxes on such gross receipts. Gross Admissions Receipts does not include any standard convenience charges and/or facilities or service surcharges imposed over the face ticket price, which charges and/or surcharges shall be retained by the **LICENSOR** and/or its agents.

3. USE OF FACILITIES BY THE LICENSEE

3.1 The **LICENSEE** may use the **LICENSED FACILITIES** only for purposes of presenting the **EVENT** as defined in this Agreement and for no other purpose or activity.

3.2. No Solicitations, collections, sale or distribution of any items, whether for charity or otherwise, shall be made, attempted or allowed in, or about the venue without prior written consent of the **LICENSOR**. **LICENSEE** reserves the right of artist to sell Merchandise.

3.3. The **LICENSEE** shall not place or allow exhibits to be placed outside of the venue without prior written approval of the **LICENSOR**

3.4. Smoking is not permitted in any portion of the venue. The **LICENSEE** shall cooperate with the **LICENSOR** in enforcing the **LICENSOR'S** no smoking policy. Passing out samples of tobacco products is specifically and explicitly prohibited.

4. TICKETSALES

4.1. Ticket sales relating to the presentation of the **EVENT** shall be made only by the **LICENSOR'S** box office and at locations selected by the **LICENSOR**, including those of any third party ticket sales services contracted by the **LICENSOR**. There shall be no consignment of tickets without prior written consent of the **LICENSOR** and payment to the **LICENSOR** of the full-face price of such tickets at the time of consignment.

4.2. During ticket advance, the **LICENSEE** shall deliver to the **LICENSOR** all the information required for such tickets and admissions for the **EVENT** and any information concerning the **EVENT** requested by the **LICENSOR**, and the **LICENSOR** shall cause such tickets and admissions to be printed. The **LICENSOR** will provide an accounting to the **LICENSEE** for all manifested tickets and admissions. All ticket revenues shall be the sole property of the **LICENSOR** until final settlement.

4.3. The **LICENSOR** shall at all times maintain control and direction of the ticket office, ticket personnel and ticket sales revenue, until final settlement.

4.4. The **LICENSOR** shall receive 10 complimentary tickets to the **EVENT**, in a location mutually selected by the **LICENSOR** and **LICENSEE**. In addition, the **LICENSOR** shall receive 10 lower level seats to cover relocation due to obstructed view or other seating problems. A count will be taken of tickets used and will be accounted for at close of show.

4.5. The **LICENSEE** agrees that all tickets other than complimentary tickets or tickets reserved for relocation as provided for herein shall be sold at the prices advertised and any deviations must be approved in writing by **LICENSOR**.

4.6. The **LICENSOR** will not accept personal checks for tickets to the **EVENT**. Select Credit Cards will be accepted for tickets to the **EVENT** and the **LICENSEE** accepts responsibility of paying the **LICENSOR** for bank charges and (bad credit cards) upon notification of **LICENSEE** prior to settlement. The **LICENSOR** will use due care in acceptance and verification of credit cards.

4.7. The **LICENSOR** shall retain the right to issue ticket refunds in order to maintain public confidence in the **LICENSOR**. Acceptable reasons for refunds shall include, but not necessarily be limited to, seats blocked by equipment when exchange for comparable locations is not possible, failure of projection equipment or failure of the performer to show or perform within a reasonable time after the scheduled starting time. The **LICENSOR** shall also have the right in mutual agreement with the **LICENSEE** to give refunds from the proceeds of ticket sales if the **LICENSEE** fails to provide the advertised entertainment or if by an Act of God or other emergency it becomes necessary to evacuate the venue before completion of the event.

4.8. If any or all tickets sold for the **EVENT** are refunded, the **LICENSEE** shall return to the **LICENSOR** any ticket revenues received by the **LICENSEE**.

4.9. Tickets other than complimentary tickets are subject to standard convenience charges and/or facilities surcharges imposed by the **LICENSOR** and/or its contracted ticket service provider. These funds are the property of the **LICENSOR** and/or its contracted ticket service provider and will not be included in the final gross receipt calculations.

4.10. The **LICENSEE** shall reimburse the **LICENSOR** for Box Office Charges as specified on the Data Sheet.

5. SERVICES PROVIDED TO THE LICENSEE.

5.1. The **LICENSOR** shall provide all air conditioning, heating, lighting, janitorial supplies, maintenance supplies and equipment, equipment, staffing and other similar miscellaneous goods and services at rates established by the **LICENSOR**. These items may include, but not necessarily limited to, event staffing, license fees, equipment setup and removal, exhibit booth equipment, equipment rental items, electrical and utility services (including electrical, water, gas, compressed air, telecommunications, audiovisual, and cable television), food and beverage services, advertising, marketing and publicity costs, ticketing costs, or any other equipment, staffing or services. The Equipment, Staffing and Services rate schedule will be published by the **LICENSOR** and shall be furnished to the **LICENSEE** upon request. The **LICENSOR** shall provide these services except when prevented by strikes, accidents, or other causes beyond the control of the **LICENSOR** and except during the repairing of equipment or apparatus. If any other services, including without limitation water and electricity are furnished, with or without charge by the **LICENSOR** to the **LICENSEE**, the **LICENSOR** shall in no event be liable for a failure to provide such services when prevented by strikes, accidents, or other causes beyond the control of the **LICENSOR**.

5.2. All electrical connections must be made by a representative of the **LICENSOR**, or an electrical contractor approved by the **LICENSOR**. Multiple plugs, such as twin sockets, cube taps, etc., will not be permitted. Any such connection found shall be rewired by a representative of the **LICENSOR** or an electrical contractor selected by the **LICENSOR**, to conform with the state and local law, including building codes and other regulations, and the **LICENSOR's** regulations. The costs of such electrical connections and any changes thereto shall be charged to and become the obligation of the **LICENSEE** hereunder.

5.3. Any connection of the **LICENSEE** equipment to the venue's sound or light equipment will be at the sole and absolute discretion of the **LICENSOR** and will be made only by a representative of the **LICENSOR**, or a contractor approved by **LICENSEE** hereunder.

7. ADVERTISING/SPONSOR SIGNAGE

7.1. The **LICENSOR** reserves all rights to advertising and signs, displays, and banners of all types in, upon, or about the venue. No signage will be allowed to be placed in, upon, or about the venue by the **LICENSEE**, or any other person without prior written approval of the **LICENSOR**.

8. PERSONNEL

8.1. For the **EVENT**, the **LICENSEE** shall pay for all personnel of the **LICENSOR** required to staff the **LICENSED FACILITIES**, including, but not limited to, ticket sellers, ticket takers, ushers, security personnel, police, firemen, first aid and EMS personnel, rest room attendants, sound system operators, stage hands, spotlight operators, and such other personnel as the **LICENSOR**, in its reasonable discretion, shall deem to be required. Such personnel shall be provided on, by or through the **LICENSOR** and at rates established by the **LICENSOR**.

8.2. The **LICENSOR** shall have the right to approve any agent, contractors, or other persons employed by the **LICENSEE** other than the **EVENT** personnel and supporting personnel who normally and customarily travel with the **EVENT**. The **LICENSOR** approval right includes but is not limited to "security" personnel.

9. ADVERTISEMENT, PROMOTION, AND PUBLICITY

9.1. In the event the **LICENSEE** purchases advertising through the **LICENSOR'S** Marketing Department, the **LICENSEE** agrees to pay the **LICENSOR** for such time or space at the current rate card price for the applicable station, newspaper, or other advertiser.

9.2. In all advertising as described herein, the **LICENSOR'S** established logo, trademark or service mark, which shall be provided by the **LICENSOR**, must be displayed and/or described in the manner selected by the **LICENSOR**, in its sole and absolute discretion, or other advertiser.

9.3. All advertisements or promotional material relating to the **EVENT** shall designate the venue as the location of the **EVENT**.

9.4. The **LICENSEE** agrees not to allow any advertising media, in advertising the **EVENT**, to imply that the **LICENSOR** or any other party is sponsoring the **EVENT**, unless the **EVENT** is, in fact, co-sponsored by the **LICENSOR** or other named party.

10. CONCESSIONS/CATERING

10.1 The **LICENSOR** reserves the exclusive rights to operate or contract for the operation of all concessions and catering in, upon, or about the venue, including but not limited to the sale of food and beverage products, vending items, programs, novelties, souvenirs, merchandise, advertising materials for terms in agreement with **LICENSOR**.

10.2 The **LICENSEE** agrees that all rights to sale or distribution of alcoholic beverages are reserved by the **LICENSOR** to be exercised in compliance with appropriate Federal, state, and local laws, regulations, rules, and policies.

10.3 No outside food and beverages, catered or otherwise will be allowed in, upon, or about the venue without the express written permission of the **LICENSOR**.

10.4 The **LICENSOR** may sell programs, novelties, souvenirs, or merchandise items that are supplied by the **LICENSEE** (hereinafter referred to as “**NOVELTY CONCESSIONS**”), either directly or through its concessionaires. The **LICENSOR** shall require its concessionaires (which term shall include the **LICENSOR** only in the event that the **LICENSOR** sells **NOVELTY MERCHANDISE** itself) to pay to the **LICENSEE** within a reasonable time after the **EVENT** the percentages of **NET NOVELTY MERCHANDISE REVENUES** from the **EVENT** as set forth on the Data Sheet. The term “**NET NOVELTY MERCHANDISE REVENUES**” as used herein shall mean the entire proceeds derived from the sale of distribution of **NOVELTY MERCHANDISE** supplied by the **LICENSEE**, less (a) all Federal, state, and local taxes thereon (but not less fees for required governmental licenses or permits), (b) all costs of selling such concessions, (c) actual out-of-pocket costs incurred in the retention of private security personnel hired by the **LICENSOR** or its concessionaire(s) to prevent the sale of unauthorized merchandise in, upon, or about the venue, and, (d) any returns, discounts, or similar such items

10.5 Neither the **LICENSEE** nor the **LICENSEE’S** exhibitors, patrons, or guests, or any other person may sell or give away any samples or handouts of any kind in, upon, or about the venue without the prior written approval of the **LICENSOR** with such approval to be in the sole and absolute discretion of the **LICENSOR**.

11. ENTRANCES AND EXITS

11.1 The entrances and exits of the venue shall be locked or unlocked during the **EVENT** as the **LICENSEE** may direct, subject to regulations of Federal, state, and local authorities, any lawful direction of public officers, and also subject to the **LICENSOR’S** approval. The **LICENSOR** shall, at the **LICENSEE’S** expense, at all times maintain guards and special police, as designated by the **LICENSOR**, at all exits and entrances of the venue when such exits and entrances of the venue are locked.

11.2 Articles, fitting, fixtures, material, and equipment shall be brought into or removed from the venue only at entrances and exits designated by the **LICENSOR**.

12. SETTLEMENT

12.1. All box office receipts after taxes shall be held by the **LICENSOR** and applied in payment of all sums of money which shall become due from the **LICENSEE** to the **LICENSOR** hereunder or by reason of the **LICENSEE’S** use of the **LICENSED FACILITIES** as provided herein, including all amounts which shall become due for payment payable by the **LICENSEE** to the **LICENSOR** and for personnel, services, material, and equipment furnished by the **LICENSOR** under this Agreement, any agreement supplementing this Agreement, the **LICENSEE’S** work orders and requests, or otherwise. The **LICENSOR** will remit, out of the box office receipts, to applicable Governmental authorities, on the **LICENSEE’S** behalf, all sales, admissions, and other taxes. Any surplus remaining shall first be applied by the **LICENSOR** in satisfaction of any remaining obligation or liability of the **LICENSEE** to the **LICENSOR** under this Agreement or otherwise, including without limitation any damages, whether stipulated herein or not, to which the **LICENSOR** may be entitled by reason of any breach of the Agreement by the **LICENSEE**. The aforesaid applications shall be deemed to have been made as and when said amounts become due, irrespective of the date upon which such applications shall be made upon the books of the **LICENSOR**.

12.2. Before the conclusion of the **EVENT**, the **LICENSOR** shall furnish the **LICENSEE** with a box office statement and, at the **LICENSEE’S** request, make such provisional settlement as it deems necessary to assure proper final settlement. On the night of the **EVENT**, the **LICENSOR** shall furnish to the **LICENSEE** a statement showing all box office receipts relating to the **LICENSEE’S** use of the **LICENSED FACILITIES** hereunder and the application of the same, and the **LICENSOR** shall pay to the **LICENSEE** such amounts as shall be due to the **LICENSEE** within 48 hours. The **LICENSEE** agrees to examine such a statement as to notify the **LICENSOR** in writing of any error in the account or of any objection to any charge within five (5) business days after delivery of such statement. The **LICENSEE** agrees to pay the **LICENSOR** promptly any unpaid amounts shown to be due the **LICENSOR** on such statement.

13. PERMITS

13.1. The **LICENSEE** agrees to provide and furnish at its sole expense such government permits and other licenses and permits as may be required for the **EVENT**, including, but not limited to business licenses, and to be responsible for paying any taxes or fees which shall be required as a consequence of its use of the **LICENSED FACILITIES**. At the **LICENSOR’S** sole option, however, the **LICENSOR** may elect to deduct such taxes or fees from the **EVENT** settlement and pay such taxes or fees on behalf of the **LICENSEE**.

14. WITHHOLDING

14.1. If any amounts become due hereunder from the **LICENSOR** to the **LICENSEE** or any assignee of the **LICENSEE**, and if any payment or transfer thereof is, or appears to the **LICENSOR** to be, subject to Federal, state, local, or other governmental licensing, withholding or other restrictive regulations, the **LICENSOR** shall not be obligated to pay over or transfer said amounts to the **LICENSEE** or its assignee unless and until the **LICENSOR** has been satisfied by the **LICENSEE** or its assignee that the **LICENSOR** may lawfully pay over or transfer such amounts in compliance with such regulations, and any such payment shall be subject to withholding of any such amounts if required under any such regulations.

15. LABOR AGREEMENTS

15.1. The **LICENSEE** shall not perform any work or employ any personnel in connection with the **EVENT** which work or employment violates and labor agreements to which the **LICENSOR**, is a party or which control labor activities at the venue. At the **LICENSEE'S** request, the **LICENSOR** will advise the **LICENSEE** of pertinent provisions of such labor agreements.

16. COPYRIGHTS, TRADEMARKS, ETC.

16.1. The **LICENSEE** shall assume all costs arising from the use of the trademarked materials or patented and/or copyrighted material, equipment, or dramatic rights used on or incorporated in the conduct of the **EVENT**. In mutual agreement with **LICENSEE**, however, the **LICENSOR** may elect to deduct such copyright fees from the **EVENT** settlement and pay such licensing fees on behalf of the **LICENSEE**. The **LICENSEE** agrees to indemnify and hold harmless the venue, The Tivoli Theatre Foundation, AC Entertainment, the City of Chattanooga and each of them, and the officers, directors, servants, agents, representatives, managers, personnel, and employees of each of them from all damages, costs, and expenses, including attorney's fees, for or on account of the use of any trademarked materials or patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by the **LICENSEE** in connection with this Agreement. In this regard, the **LICENSEE'S** attention is particularly directed to the use of the copyrighted music.

16.2. The **LICENSEE** warrants that it currently has in effect and will maintain in effect during the time of the **EVENT**, current and valid rights and licenses for the **EVENT**. The **LICENSEE** further agrees to submit upon demand valid written evidence of such rights and licenses.

17. ANCILLARY RIGHTS

17.1. Neither the **LICENSEE** or the **LICENSOR** shall televise or broadcast the **EVENT**, either live or recorded, or record the **EVENT** for reproduction, without a separate prior written agreement between the **LICENSEE** and **LICENSOR**. If such written agreement is entered into, it shall include reimbursement to the **LICENSOR** for all expenses incurred and/or services rendered as a result of such broadcast and/or recording, along with negotiated broadcast rights fee to the **LICENSOR**.

17.2. The **LICENSEE** grants to the **LICENSOR** and its designees the right to use and to authorize others to use the names of the **LICENSEE**, the **EVENT**, and personalities appearing in the **EVENT** for the purposes of advertising and publicizing the **EVENT** and the venue.

18. ADDITIONAL OBLIGATIONS OF THE LICENSEE

18.1. Prior to the first Event, **LICENSEE** shall provide to the **LICENSOR**, for **LICENSOR'S** review (and/or the review of consultant or representative engaged by **LICENSOR**) full and complete description all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event.

~~18.2. **LICENSEE** shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorney's fees) (collectively, the "Losses") occurring at the Facility (whether within or without the Facility) caused to **LICENSOR**, the owner of the Facility, and/or property in, on, or near the Facility before, during, or after an Event, by any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event. **LICENSEE** shall indemnify, defend, and hold harmless **LICENSOR**~~

~~and the owner of the Facility from any and all Losses arising out of or in connection with rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event—unless caused by negligence, misconduct, or wrongful or illegal acts of LICENSOR.~~

18.3. **LICENSOR** may, at its election, accept delivery of property addressed to **LICENSEE** only as a service to **LICENSEE**, and **LICENSEE** will indemnify, defend and hold harmless **LICENSOR** for any loss or damage to such. **LICENSOR** assumes no responsibility whatsoever for any property placed in the Facility

18.4. It is expressly understood and agreed by the parties here to that no Officer, Director, Employee, Agent, Representative, or Sales person of either party hereto, or the owner of the facility or any third party, has the authority to make, have made, or will be deemed to have made, any representation, warranty, covenant, agreement, guarantee, or promise with respect to the financial success or performance, and/or other success, of the event is solely that of **LICENSEE'S** own determination and judgment.

18.5. Act of Omissions of Third Parties. **LICENSOR** shall not be liable in any way for any acts and/or omissions of any third party.

18.6. The **LICENSEE** shall:

- (a) Supply and pay for all performers required for the proper presentation of the **EVENT**
- (b) Transport all personnel, properties, facilities, and equipment necessary for the **EVENT** to and from the **EVENT**;
- (c) Provide all musicians, instruments and other audio equipment required for the **EVENT** at its sole cost and expenses;
- (d) Present the **EVENT** in the most advantageous manner and style practicable;
- (e) Pay in a timely manner all governmental taxes (including admission taxes and withholding taxes) and levies due as a result of the **EVENT**, other than those deducted by the **LICENSOR** from the settlement;
- (f) Cause its officers, directors, servants, agents, representatives, managers, personnel, employees, sublicensees, contractors, subcontractors, exhibitors, players, performers, patrons, guests, attendees, invitees, or participants, or any person admitted to the venue in connections with the **EVENT**, and each of them, and all of the officers, directors, servants, employees, agents, and representatives of each of them to abide by such reasonable rules and regulations as may from time to time be adopted by the **LICENSOR** for the use, occupancy, operation, protection, control, and management of the venue.

18.7. With respect to any Event at the Facility, **LICENSEE** shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display or performance of propriety or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by the **LICENSEE** under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and **LICENSEE** agrees hereby to make any and all such payments to third parties and/or clearing house agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works. **LICENSEE** specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, and other similar agencies. **LICENSEE** agrees hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph. **LICENSEE** further agrees hereby to provide to **LICENSOR** any such compliance evidence as may be requested by **LICENSOR** in advance of or after any such Event. **LICENSEE** agrees that the obtaining and maintaining of such evidence by **LICENSEE** is a material condition of this Agreement. **LICENSEE** agrees to indemnify, defend, protect and hold harmless **LICENSOR** and all other Indemnities (as that term is defined in this Agreement) of and from any and all manner of Losses arising in any way from the use by **LICENSEE** of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication, display, or performance by **LICENSEE**, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, web casts, or on-line service providers, satellite or cable and all other

publication, display or performance means whatsoever, whether now known or developed after the date of this Agreement.

19. INSURANCE

19.1. The **LICENSEE** shall provide at its own cost and expense Comprehensive Public Liability and Property Damage Insurance Policy (Insurance Services Office form or equivalent approved by Owner) covering the **LICENSEE** for the period of the **EVENT** providing coverage on an "occurrence" basis (as opposed to "claims made"), with a combined liability policy limit not less than \$1,000,000, applying to liability for Bodily Injury, Personnel Injury, and Property Damage, contractual liability and independent contractors (without exclusions from coverage relating to sporting events, rap concerts, performers, volunteers, animals, off premise activities, and fireworks or other pyrotechnical devices). Licensee's insurance policy shall be primary and non-contributory.

19.2. The insurance will name the Tivoli Theatre Foundation, AC Entertainment, and the City of Chattanooga as Additional Insureds for all venue USE PERIOD(S) specified on the Data Sheet.

~~19.3. The **LICENSEE** shall carry and pay for applicable workers' compensation insurance for **LICENSEE's** employees, as required by applicable law.~~

19.4. Prior to the first day of the **EVENT**, the **LICENSEE** shall provide the **LICENSOR** with evidence that the insurance coverage required under this Section will be in full force and effect at the beginning of the term. Such evidence of insurance shall be in the form of a standard Certificate of Insurance or in such other form as the **LICENSOR** may reasonably request. Licensor's failure to request, review or comment on any such certificates shall not affect Licensor's rights of Licensee's obligations hereunder.

20. INDEMNIFICATIONS, ETC.

~~20.1. The **LICENSEE** agrees to waive all claims against and to defend, indemnify, protect, and hold harmless, (collectively, "indemnify"), the venue, Tivoli Theatre Foundation, AC Entertainment, the City of Chattanooga, and each of them, and all of the officers, directors, servants, agents, representatives, managers, personnel, and employees of each of them (the "Indemnified Parties") against any and all claims, demands, losses, damages, expenses, actions, or causes of action of whatsoever kind, (collectively, the "Losses") arising or resulting, directly or indirectly, from any act, omission incident, accident, or claim occurring in, upon, or about the venue, or otherwise arising out of the **EVENT**, or the use, occupancy, or licensing of the venue by the **LICENSEE**, its officers, directors, servants, agents, representatives, managers, personnel, employees, sublicensees, contractors, subcontractors, exhibitors, players, performers, patrons, guests, attendees, invitees, participants, or any person (except employees or representatives of **LICENSOR** working the event) admitted to the venue in connection to the **EVENT**, and each of them, and all of the officers, directors, servants, employees, agents, and representatives of each of them. The **LICENSEE** shall Indemnify the Indemnified Parties from all Losses arising from any liability or claim of liability for injuries, death or damages to persons or property sustained or claimed to have been sustained by anyone by reason of the use of the Venue for the **EVENT**, whether such use was authorized or not.~~

~~20.2. The **LICENSEE** agrees to indemnify the Indemnified Parties from any claims from anyone for loss or damage to property place on, upon, or about the Venue~~

~~20.3. Without limiting the generality of sections 20.1, the **LICENSEE** shall be solely liable for, and shall Indemnify the Indemnified Parties from, and Losses caused by any and all rigging, set-up, alterations, and/or improvements at or to the Licensed Facilities necessitated by and/or performed with respect to the **EVENT**- unless caused by the negligence, misconduct, wrongful, or illegal acts of **LICENSOR**.~~

21. ALTERATIONS

21.1 The **LICENSEE** shall not mark, paint, drill into or in any way alter, mar or deface any part of the venue or any equipment contained therein, and shall not cause or permit anything to be done whereby the venue or equipment therein shall be in any manner injured, marred, or defaced. The **LICENSEE** further will not drive or permit to be driven, nails, hooks, tacks, or screws into any part of the venue or any equipment contained therein, and will not make or allow to be made any alterations of any kind to the Facility or any equipment contained therein and will not affix or permit to be affixed, displayed, or erected any lettering, signs, pictures, notices, advertisements, posters notices, or graphics of any description upon any part of the outside or inside of the venue or make any alterations or improvements in or to the venue without prior written consent of the **LICENSOR**.

22. DAMAGE TO THE VENUE'S FACILITIES

22.1. The **LICENSEE** agrees to pay for any and all damages to the venue if such loss or damage is the result of the **EVENT** and not caused by the negligence, misconduct, or wrongful or illegal acts of the **LICENSOR**. On or before the date of execution of this License Agreement, the **LICENSEE** shall deposit with the **LICENSOR** the Damage Deposit set forth on the Data Sheet. The **LICENSEE** agrees that if the venue is damaged by the act, default, or negligence of the **LICENSEE**, its officers, directors, servants, agents, representatives, managers, personnel, employees, sublicensees, contractors, subcontractors, exhibitors, players, performers, patrons, guests, attendees, invitees, participants or any person admitted to the venue in connection with the **EVENT** (except representatives or employees of **LICENSOR** working the event), then the **LICENSEE** shall pay to the **LICENSOR** upon demand such sums as shall be necessary to restore the premises to their original condition, ordinary wear and tear expected. The **LICENSEE** shall be responsible to the **LICENSOR** for any and all documented costs of repairing damage to the venue occurring as a result of the **EVENT**, including but not limited to damage caused by persons attending or attempting to attend the **EVENT**, and regardless of whether the cost of repair exceed the caused the Damage Deposit. The **LICENSOR** shall inspect the venue prior to final settlement, retain an appropriate damage contingency from the settlement, and refund any unused portion of the damage contingency within 2 days after conclusion of the **EVENT**.

22.2. Any keys issued to the **LICENSEE** and not returned at the conclusion of the **EVENT** or prior to the provisional settlement shall result in a \$50 per key cost to the **LICENSEE**.

23. PUBLIC SAFETY

23.1. The **LICENSOR** shall at all times maintain control of the venue and shall enforce all rules and regulations relative to its operation

23.2. The **LICENSEE** shall at all times conduct the **EVENT** with full regard for public safety and will comply with the requirements of all laws, orders and regulations of Federal, state, and local authorities and with any lawful direction or order of public officers which shall impose any duty upon the **LICENSOR** or the **LICENSEE**, with respect to the venue or the use and occupancy thereof.

23.3. The **LICENSEE** shall comply with all rules, orders, regulations or requirements of the Board of Fire Underwriters, the State Fire Marshal, the City of Chattanooga Fire Department, or any other similar body, agency, or authority having jurisdiction, and shall not do or permit anything to be done in, upon or about the venue or bring or keep anything therein in contravention of their rules, regulations, or requirements. Further, no gasoline, acetylene or other fuel or other combustible or hazardous substances will be permitted inside the venue without the written approval of the **LICENSOR**. Any decorating or other work, and all material therefore, done or furnished by the **LICENSEE** shall be subject to approval by the **LICENSOR** and, if necessary in the **LICENSOR'S** sole judgment, shall also be subject to approval by the City of Chattanooga Fire Department or State Fire Marshal, and unless so approved may be prevented from use or removed by the **LICENSOR**. All decorations and other combustible material must be fireproofed, and the **LICENSEE** shall deliver to the **LICENSOR** a flameproofing certificate in the form specified or required by and satisfactory to any governmental body having jurisdiction with respect thereto if necessary in the **LICENSOR'S** sole judgment. For violation of this provision the **LICENSOR** may withhold from box office receipts due to the **LICENSEE** any reasonable amount necessary, in the **LICENSOR'S** sole judgment, to compensate.

23.4. The **LICENSOR** has the right in its sole discretion mutual at all times to take such steps as it may deem necessary to ensure public safety. This may include, but it not necessarily limited to, interruption, termination, or cancellation of the **EVENT**, public announcements, appropriate staffing of the **EVENT**, and evacuation of the venue.

23.5. The **LICENSOR** reserves the right to make announcements in the interest of public safety, to provide information to attendees, or to make such other announcements as it shall deem to be in the interest of the **LICENSOR**.

23.6. The **LICENSOR** reserves the right to open the doors when the **LICENSOR** deems it necessary to safely, and orderly move the public into or out of the venue. The **LICENSOR** may in mutual agreement with **LICENSEE** cancel any sound checks or other event preparations in order to safely move the public in or out of the venue.

23.7. The **LICENSOR** shall have the sole right to determine when and if it is necessary to evacuate the venue for whatever reason. If such evacuation occurs and results in cancellation of the **EVENT**, the **LICENSEE** hereby waives any claims for damages against the **LICENSOR**.

23.8. The **LICENSOR** has the right to protect the public by staffing the **EVENT** with the number and type of personnel in the sole discretion of the **LICENSOR**. The **LICENSEE** will pay all such staffing costs.

23.9. It is further understood and agreed that the **LICENSEE** shall permit no chairs or seats to be or remain in the passageways or fire exits in the venue, and will keep all passageways and fire exits clear at all times, and that the sidewalk, grounds, entries, passages, vestibules, halls, elevators, abutting streets, and all ways of access to public utilities of the venue shall not be obstructed by the **LICENSEE** or used for any purpose other than for ingress to and egress from the venue.

23.10. Persons entering or leaving the venue will be subject to a reasonable inspection of cartons, containers, packages or person in order to insure the safety of the general public, compliance with the rules and regulations of the **LICENSOR**, and to reduce the likelihood of theft.

23.11. All patrons of the venue shall be prohibited from bringing food and beverages, bottles, cans containers, video cameras, recording devices, weapons, incendiary devices, or any controlled or illegal substances in, upon or about the venue. The **LICENSOR** reserves the right conduct a reasonable search of all persons and their possessions prior to entry.

23.12. No reentry shall be allowed on ticket stubs

23.13. All electrical equipment of the **LICENSEE**, its servants, agents, representatives, managers, personnel, employees, sublicensees, contractors, subcontractors, exhibitors, players, performers, invitees, participants, or others brought in, upon, or about the venue must be approved. All gas equipment must be A.G.A approved and have proper permits and approvals for operations of the equipment.

23.14. The **LICENSEE** agrees not to bring in, upon, or about the venue any material or equipment, which could constitute a hazard to persons or property.

23.15. No parking will be allowed in employee parking areas, fire lanes, loading dock areas, the main floor or other areas posted "No Parking." Unauthorized vehicles parking in these areas or in parking areas reserved as Handicapped Parking shall be removed at the owner's expense.

24. EJECTION

24.1. The **LICENSEE** hereby appoints the **LICENSOR**, or any servant, employee or agent of the **LICENSOR**, as the **LICENSEE'S** agent to refuse admission to or to cause to be removed from the **LICENSED FACILITIES** any undesirable person. Any artisans or workmen employed by the **LICENSEE** shall be subject to the general control of the **LICENSOR** (but not as an agent, servant or employee of the **LICENSOR**) while in, upon, or about the venue and maybe refused entrance by the **LICENSOR** for noncompliance with the (provisions of the Agreement) or for objectionable or improper conduct.

25. LASER, PYROTECHNIC DEVICES, ETC.

25.1. The **LICENSEE** agrees that with respect to the use of any and all laser and pyrotechnic devices to be operated in connection with the presentation of the **EVENT**, if any, it shall comply with all laws, rules, regulations, prescriptions, criteria, and policies of all Federal, state, and local authorities or agencies applicable thereto, including, without limitation, the State Fire Marshal, and rules and regulations or the City of Chattanooga and its Fire Department. The **LICENSEE** shall deliver all supporting documentation confirming the **LICENSEE'S** compliance with the above requirements during advance. Notwithstanding all of the foregoing, the **LICENSEE** shall not use any laser and/or pyrotechnic devices whatsoever without the prior written consent of the **LICENSOR**, which may be withheld within its sole and absolute discretion.

26. ANIMALS

26.1. No animal will be permitted in the venue unless the animal is part of the show or exhibit or animal is allowed under ADA laws, and only if the animal is on a leash, in a pen, a cage or is under similar control by the animal's owner.

27. SURRENDER

27.1. After the conclusion of the **EVENT**, the **LICENSEE** shall, as soon as possible but not later than the end of the **VENUES USE PERIOD(S)** specified on the Data Sheet, quit and surrender the **LICENSED FACILITIES** to the **LICENSOR**. Upon such quitting and surrender, the **LICENSED FACILITIES** shall be in the same condition as the beginning of the engagement and in good order, ordinary wear and tear excepted. The **LICENSEE** shall remove

from the venue any personal property brought or permitted by it in, upon, or about the venue. For noncompliance with this Paragraph, which materially affects any addition, the **LICENSEE** shall pay the **LICENSOR** upon notification to **LICENSEE** for any expense incurred by the **LICENSOR** in removing and/or storing such personal property.

28. DEFAULTS AND TERMINATION

28.1. If before or during the terms of this Agreement (a) the **LICENSEE** makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, (b) a receiver or trustee is appointed from the **LICENSEE** or the **LICENSEE'S** property, (c) execution is issued pursuant to a judgment rendered against the **LICENSEE**, (d) this Agreement is assigned, passed to or devolves upon any person, firm, or corporation other than the **LICENSEE** or the **LICENSEE** attempts to assign the Agreement without the prior written consent of the **LICENSOR**, or (e) the **LICENSEE** defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein, then, in any such event, the Agreement shall, at the **LICENSOR'S** option expressed in a 12 hour written, FAX or telegraphic notice to the **LICENSEE**, terminate as fully and completely as is such date and time of the termination were the date and time definitely fixed herein for the expiration of the term and of the Agreement, and the **LICENSEE** shall then quit and surrender to the **LICENSOR** its rights to the **LICENSED FACILITIES**, but the **LICENSEE** shall remain liable as hereinafter provided.

28.2 Immediately upon termination of the Agreement as provided in Paragraph 28.1 hereinabove, or at any time thereafter, the **LICENSOR**, or any other person by its order, may immediately enter the venue and remove all persons and property there from by legal proceeding, force, or otherwise without being liable for any damages therefore.

28.3. Upon termination the **LICENSEE** shall immediately pay to the **LICENSOR** the sum of (a) the Minimum License Fee, (b) all other charges due to hereunder including but not limited to all reimbursable cost and expenses incurred by the **LICENSOR**, (c) the amount reasonably estimated by the **LICENSOR** as the amount by which the License Fee would have exceeded the License Fee (d) all attorneys fees and expenses incurred in connection with such termination, and (e) any other damages incurred by the **LICENSOR**, less any amounts previously paid by the **LICENSEE**. The **LICENSOR** may immediately withdraw and retain any ticket proceeds or other funds in the **LICENSOR'S** possession.

28.4. In any case of default, the **LICENSOR** reserves the right to withhold and collect all sums due from the **LICENSEE** from any funds held by the **LICENSOR**, for whatever purpose initially designated, including but not limited to any of the deposits or other sources herein described, and to secure such sums the **LICENSEE** hereby grants to the **LICENSOR** a security interest in all funds of the **LICENSEE** held by the **LICENSOR** and all property of the **LICENSEE** in, upon, or about the venue subsequent to or at the time of any default of the **LICENSEE** hereunder, and the **LICENSEE** hereby mortgages and pledges said funds and property for purposes of securing the payment of all sums due to the **LICENSOR**. This remedy is not exclusive and the **LICENSOR** may, at its discretion, pursue any appropriate remedy to recover any or all deficits remaining upon sums due to the **LICENSOR**.

28.5. In any case where this Agreement is terminated before the end of the **VENUES USE PERIOD(S)** by reason of breach by the **LICENSEE**, the **LICENSOR** may, in its sole discretion, but shall not be required to, relicense the **LICENSED FACILITIES** or any part or parts thereof, as the agent of the **LICENSEE** or otherwise at anytime or times during the **VENUES USE PERIOD(S)** for whatever compensation the **LICENSOR** shall obtain, and it shall be presumed that such relicensing during the **VENUES USE PERIOD(S)** is in lieu of licensing by the **LICENSOR** during other open dates. Such relicensing shall not be credited against the **LICENSEE'S** damages unless the **LICENSEE** proves by clear and convincing evidence that such relicensing was possible only during the **VENUES USE PERIOD(S)**, in which event the net receipts of relicensing the **LICENSED FACILITIES** after subtracting all expenses (including but not limited to the **LICENSOR** overhead) incurred in connection therewith shall be credited against the damages owed by the **LICENSEE**. The **LICENSEE** hereby expressly waives (a) the service of notice of intention to enter, (b) any and all rights of redemption to the extent permitted by law, and (c) all rights to trial by jury in any proceeding hereafter instituted or maintained between the **LICENSOR** and the **LICENSEE** with respect to the venue or this Agreement. The **LICENSEE** also agrees that is the **LICENSOR** commences any summary proceeding against the **LICENSEE**, the **LICENSEE** shall not interpose and counterclaim of whatever nature or description in any such proceeding. The words "enter" and "entry" as used in this Agreement are not restricted to their technical legal meanings

28.6 In the event of entry by the **LICENSOR**, the **LICENSOR** as its option, may store, at the cost of the **LICENSEE**, any property of the **LICENSEE** or its officers, directors, servants, agents, representatives, managers,

personnel, employees, sublicensees, contractors, subcontractors, exhibitors, players, or performers then in, upon, or about the venue, but in such case the **LICENSOR** shall not be obligated to store such property for more than 30 days and thereafter may dispose of such property in any way it seems fit, upon 10 days notice in writing to the **LICENSEE**. The **LICENSOR** shall be entitled to receive from the **LICENSEE** all costs and expenses for storage of the **LICENSEE'S** property and if the **LICENSOR** shall sell such personal property, it shall be entitled to retain from proceeds thereof any amounts due from the **LICENSEE** to the **LICENSOR**, including but not limited to the expense of the sale and cost of the storage.

29. NON-EXCLUSIVE USE

29.1. The **LICENSEE** acknowledges that besides the use of the **LICENSED FACILITIES** as contemplated by this Agreement, the venue and various parts thereof and areas therein may or will be used for the installation, holding or presentation and removal of activities, events and engagements other than the **EVENT** and that in order for the **LICENSOR** to operate as efficiently as practicable, it may or will be necessary for the use or availability of services and facilities of the venue, including without limitation, entrances, truck ramps, receiving areas, marshaling areas, storage areas, passenger or freight elevators and concessions areas, to be scheduled or shared. The **LICENSEE** agrees that the **LICENSOR** shall have full, complete and absolute authority to establish priorities and schedules for the use and availability of such services and facilities and to determine when and to what extents any sharing of any such services and facilities is necessary or desirable, and the **LICENSEE** agrees to comply with any priorities and schedules so established and to cooperate in any sharing arrangements so determined. In no event shall the **LICENSEE** enter or use any area, service space, or other portion of the venue other than the **LICENSED FACILITIES** without first obtaining the **LICENSOR'S** prior written consent. The decisions of the **LICENSOR** with regard to such matters shall be final and binding on the **LICENSEE**.

29.2. The **LICENSOR**, its officers, directors, servants, agents, representatives, managers, personnel, employees, contractors, subcontractors, invitees, concessionaires, and its concessionaire's servants, employees and agents working said **EVENT** shall at all times have free access to the venue upon presentation of usual passes issued to them by the **LICENSOR**. Subject to the **LICENSOR'S** approval as to numbers, the **LICENSEE** may issue photo, press, and backstage passes permitting selected persons access to specified areas of the **LICENSED FACILITIES** normally closed to the public. The **LICENSOR**, at such reasonable time or times as it may deem appropriate, may announce, describe and advertise over the sound system in the venue during the **EVENT**, including without limitation, announcements, descriptions and advertisements concerning other or future events being or to be held in the venue or elsewhere, and the **LICENSOR** reserves and retains the exclusive right to use the sound system, display advertising capabilities and facilities in, upon, and about the venue in any manner which, in its sole opinion, is desirable or appropriate, provided only that such announcements, descriptions, advertisements and use do not unduly disrupt or interfere with the **EVENT**. The **LICENSEE** may not advertise or promote any good or service during the **EVENT** without the prior consent of the **LICENSOR**.

30. RISK OF LOSS

30.1. The **LICENSEE** agrees that all of its property or property of others brought or permitted by it upon the venue shall be at the sole risk of the **LICENSEE** and that the **LICENSOR** shall not be liable to the **LICENSEE** for any loss of damage. The **LICENSEE** shall cause to be carried such insurance on such property as the **LICENSEE** elects.

31. REMEDIES

31.1. In the event of a breach or threatened breach by the **LICENSEE** of any of its agreements or obligations hereunder, the **LICENSOR** shall have the right of injunction and the right to invoke any remedy allowed at law or equity or otherwise as if entry, summary proceeding or other remedies were not provided for herein.

31.2. Reference in this Agreement to any particular remedy shall not preclude the **LICENSOR** from any other remedy at law or in equity.

32. FORBEARANCE NOT A WAIVER

32.1. The **LICENSOR'S** failure to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

32.2. No provision of this Agreement shall be deemed to have been waived by the **LICENSOR** unless specific waiver thereof by the **LICENSOR** shall be in writing

33. NONDISCRIMINATION

33.1. The **LICENSEE** shall not discriminate against any employee or application for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or mental or physical disability and will not illegally discriminate against and such persons relative to admission, services or privileges offered to or enjoyed by the general public.

33.2. The **LICENSEE** agrees and understands that the Americans with Disabilities Act (ADA) imposes certain requirements as to services, accessibility, accommodation and employment opportunities of persons with disabilities. The **LICENSEE** agrees to comply on behalf of the Tivoli Theatre Foundation, AC Entertainment, and the City of Chattanooga, and the officers, directors, servants, agents, representatives, managers, personnel, and employees of each of them with the requirements of the ADA with respect to the **LICENSOR'S** business and agrees to assume, defend, indemnify, protect and hold harmless the Tivoli Theatre Foundation, AC Entertainment and the City of Chattanooga, and the officers, directors, servants, representatives, managers, personnel, and employees of each of them against any and all claims, demands, losses, actions, or causes of action of whatsoever kind, arising or resulting from the **LICENSEE'S** failure to comply with and fulfill the requirements of the ADA, including costs and reasonable attorneys fees incurred in the defense of any such action.

34. FORCE MAJEURE, ETC.

34.1. In the event the venue or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the **LICENSED FACILITIES** for the purpose and during the periods specified herein, or if the **LICENSED FACILITIES** cannot be so used because of strikes, Acts of God, national emergency, force majeure, or other causes beyond the control of the **LICENSOR**, then this Agreement shall terminate.

34.2. The **LICENSEE** hereby waives any claim for damages or compensations from the **LICENSOR** by reason of such termination except that any unheard portion of the fees or deposits made hereunder shall abate or be refunded by the **LICENSOR** to the **LICENSEE**.

34.3 Except as otherwise provided in Paragraphs 34.1 and 34.2, or unless due to the **LICENSOR'S** default, if the **LICENSEES** shall for any other reason fail to occupy or use the **LICENSED FACILITIES** in accordance with this License Agreement, no refund shall be made of any amounts paid or payable by the **LICENSEE** to the **LICENSOR** hereunder.

35. MATTERS RESERVED TO THE TIVOLI THEATRE FOUNDATION

35.1. All matters not expressly addressed by the terms of this Agreement shall be reserved to the sole and absolute discretion of the **LICENSOR**.

36. TIME IS OF THE ESSENCE

36.1. Time is of the essence under this Agreement.

37. PARTIES AS INDEPENDENT CONTRACTORS

37.1. The Parties hereto are acting as independent contractors, and this Agreement shall in no way create a partnership, joint venture, or employment relationship between the parties.

38. PARTIES IN INTEREST/PROVIDING FALSE INFORMATION

38.1 Unless otherwise stated, the **LICENSEE** herein named is the real party in interest and is not acting for or on behalf of any undisclosed principles. If it is determined that the **LICENSEE** is not the real party in interest or has falsified any information relative to this Agreement and the **EVENT**, the **LICENSOR** shall have the right to immediately cancel the **EVENT** and the **LICENSEE** shall hold the Tivoli Theatre Foundation, AC Entertainment, and the City of Chattanooga, and the officers, directors, servants, agents, representatives, managers, personnel, and employees, of each of them harmless from any expenses or damages arising from such cancellation. The **LICENSOR** shall also be entitled to full license and related expense payments in the event of cancellation under the conditions described herein.

39. NOTICES

39.1. Unless otherwise provided to contrary, and except as to the return of this Agreement itself upon its being signed by the **LICENSEE**, all notices required under this Agreement shall be deemed given when deposited in the U.S. Mail, postage prepaid, addressed as follows:

AS TO THE LICENSEE:

AS TO THE TIVOLI THEATRE FOUNDATION

CAROLYN WHITAKER, BOOKING COORDINATOR
THE TIVOLI THEATRE FOUNDATION
399 MCCALLIE AVENUE
CHATTANOOGA, TN 37402

40. LEGAL FEES

40.1. In the event any legal action is taken under this Agreement, the prevailing party shall be entitled to have and recover from the losing party any reasonable attorney's fees, costs of suit, and other costs reasonably related to enforcement of its rights under this Agreement.

41. INTERPRETATIONS AND ENFORCEMENT

41.1. The parties hereto expressly agree and consent that this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

41.2. The parties hereto expressly agree and consent, to the extent permitted by law, that any action for enforcement of this Agreement or any rights of the parties arising thereunder or from any breach thereof or default thereunder, other than matters arising under the bankruptcy laws of the United States in an action brought in United States Bankruptcy Court, shall only be brought or maintained in the Court of Common Pleas of Hamilton County, Chattanooga, TN, and the parties thereto so hereby expressly submit themselves to the jurisdiction of said Court.

42. SEVERABILITY

42.1. In the event any of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, unenforceability shall not affect any other provisions contained herein.

43. WHOLE AGREEMENT

43.1. This Agreement including **LICENSEE** Addendum constitutes the entire agreement between the **LICENSEE** and the **LICENSOR** with respect to the presentation of the **EVENT** in the venue. The **LICENSEE** is not relying upon any representations, warranties, or other information, written or oral except as expressly set forth herein. Upon execution and delivery hereof, any rights, duties, obligations and claims arising by reason of any previous agreement relating to the **EVENT** shall be deemed terminated forthwith. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT NO OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE, OR SALES PERSON OF EITHER PARTY HERETO, OR OF THE OWNER OR ANY THIRD PARTY HAS THE AUTHORITY TO MAKE, HAVE MADE OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, GUARANTEE OR PROMISE WITH RESPECT TO THE FINANCIAL SUCCESS OR PERFORMANCE AND/OR OTHER SUCCESS, OF THE EVENT. THE LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT ANY ASSESSMENT OF THE FINANCIAL SUCCESS OF PERFORMANCE AND/OR OTHER SUCCESS OF THE EVENT IS SOLELY THAT OF THE LICENSEE'S OWN DETERMINATION AND JUDGEMENT.**

44. SUBORDINATION

44.1. The provisions of this Agreement and the **LICENSEE'S** right to use the **LICENSED FACILITIES** hereunder are hereby made subject and subordinate to the terms and conditions of any lease, agreement, mortgage, or any other encumbrance under which the **LICENSOR** may be operating the venue. If the **LICENSOR'S** right to operate the **LICENSED FACILITIES** expires or is terminated, according to the terms of such lease, agreement or other encumbrance, with fault on the **LICENSOR'S** part, the **LICENSOR** shall not be liable to the **LICENSEE** in any way.

45. ASSIGNMENT

45.1. Neither this Agreement nor any of the rights, duties or obligations of the **LICENSEE** hereunder shall be assigned, transferred, hypothecated, or encumbered, directly or indirectly, in whole or in part (including without limitation the sale of other transfer of majority equity ownership of the **LICENSEE**), whether by operations of law or otherwise, by the absolute discretion. The **LICENSEE** shall not permit the venue, or any part thereof, to be used or occupied by others without the written consent of the **LICENSOR**.

46. AMENDMENT

46.1. The Agreement may not be altered, amended, modified, or otherwise changed, except by document in writing, signed by the parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS FACILITIES LICENSE AGREEMENT TO BE EXECUTED THE DATE SET FORTH HEREIN ABOVE.

THE LICENSEE:

PRINT: _____

SIGN: _____

DATE: _____

WITNESS:

PRINT: _____

SIGN: _____

DATE _____

THE LICENSOR:

PRINT: _____

SIGN: _____

DATE: _____

WITNESS:

PRINT: _____

SIGN: _____

DATE: _____



**TIVOLI THEATRE
SAILORS AND SOLDIERS MEMORIAL AUDITORIUM
ROBERT KIRK WALKER THEATRE**

FACILITIES LICENSE AGREEMENT

Deposit Received: _____ **Check No:** _____ **Date Received:** _____

THE LICENSEE MUST INITIAL THE TOP OF THIS PAGE, SIGN AND WITNESS THE LAST PAGE, AND RETURN THIS AGREEMENT WITH ANY APPLICABLE DEPOSIT TO THE TIVOLI THEATRE FOUNDATION AT THE ADDRESS SET FORTH HEREIN FOR DELIVERY OF NOTICES

DATA SHEET

(1) The Event: _____

(2) License Fees: In consideration for the use of the **LICENSED FACILITIES**, the **LICENSEE** agrees to pay the **LICENSOR**, without demand, the total amount of

(3) Box Office Charges: The **LICENSEE** agrees to pay the **LICENSOR**, without demand, box office charges of 3%, plus bank charges and full reimbursement for bad credit cards on credit purchases. Ticket Printing fee is 0.20/ticket

(4) Preservation Fee: Tivoli Foundation Facilities Fee in the amount of ~~\$500 per day or \$2.00 per ticket~~ shall be added into settlement to the Tivoli Foundation for payment of the

_____ Facilities construction indebtedness

(5) Deposit: The amount of Deposit required under this Agreement: _____

(6) Minimum Liability Insurance Limit: The Licensor, Tivoli Theatre Foundation, will name the Licensee, Hamilton County Department of Education, as an additional insured on the Licensor's Policy for a cost of **\$300** to the Licensee.

(7) Net Novelty Merchandise Revenues: The **LICENSOR** shall receive ~~\$200 per day for MERCH and \$125 per day for VIDEO SALES.~~

(8) _____ Use Period(s): Tivoli and Memorial Auditorium Use Periods are as follows:

Dates

Move In/Move Out

Start Time

End Time

AGREEMENT

THIS AGREEMENT made and entered into as of the _____ day of _____, 20____, by and between the Tivoli Foundation, a lessee via a City Lease of properties, consisting of both real and personal property, _____ acting by and through the Tivoli Foundation, herein after compromising the _____, referred to as the "LICENSOR" and,

Name: _____

Authorized Representative: _____

Address: _____

Telephone: _____

WITNESSETH:

FOR AND IN CONSIDERATION of the promises and conditions contained herein, the **LICENSOR** and the **LICENSEE** do hereby agree as follows:

1. LICENSE OF FACILITIES

1.1. The **LICENSOR** does hereby license to the **LICENSEE** all of the venue which the **LICENSOR** deems necessary for the proper presentation of the **EVENT** during the venue **USE PERIOD(S)** specified on the Data Sheet (hereinafter referred to as the "**LICENSED FACILITIES**").

2. LICENSE FEE AND OTHER CHARGES

2.1 The **LICENSEE** shall pay the **LICENSOR** the Deposit as specified from the Data Sheet. The Deposit, as actually received by the **LICENSOR**, shall be applied against the License Fee. Timely payment of the Deposit is an express condition to the **LICENSEE'S** right hereunder.

Two weeks prior to the event, it can be cancelled if there are insufficient funds in ticket sales.

2.2 No later than the date of the final settlement, the **LICENSOR** shall retain from the settlement a License Fee equal to the greater of (a) the Minimum License Fee specified on the Data Sheet, or (b) the Percentage specified on the Data Sheet times the Gross Admissions Receipts. If for any reason the funds available to the **LICENSOR** at settlement are insufficient to fully compensate the **LICENSOR** for all sums due from the **LICENSEE** including all additional expenses for labor, equipment and utilities two weeks prior to the event the event may be canceled. "Gross Admissions Receipts" as used herein means all gross receipts received from sale of tickets or admissions minus applicable taxes on such gross receipts. Gross Admissions Receipts does not include any standard convenience charges and/or facilities or service surcharges imposed over the face ticket price, which charges and/or surcharges shall be retained by the **LICENSOR** and/or its agents.

3. USE OF FACILITIES BY THE LICENSEE

3.1 The **LICENSEE** may use the **LICENSED FACILITIES** only for purposes of presenting the **EVENT** as defined in this Agreement and for no other purpose or activity.

3.2. No Solicitations, collections, sale or distribution of any items, whether for charity or otherwise, shall be made, attempted or allowed in, or about the venue without prior written consent of the **LICENSOR**. **LICENSEE** reserves the right of artist to sell Merchandise.

3.3. The **LICENSEE** shall not place or allow exhibits to be placed outside of the venue without prior written approval of the **LICENSOR**

3.4. Smoking is not permitted in any portion of the venue. The **LICENSEE** shall cooperate with the **LICENSOR** in enforcing the **LICENSOR'S** no smoking policy. Passing out samples of tobacco products is specifically and explicitly prohibited.

4. TICKETSALES

4.1. Ticket sales relating to the presentation of the **EVENT** shall be made only by the **LICENSOR'S** box office and at locations selected by the **LICENSOR**, including those of any third party ticket sales services contracted by the **LICENSOR**. There shall be no consignment of tickets without prior written consent of the **LICENSOR** and payment to the **LICENSOR** of the full-face price of such tickets at the time of consignment.

4.2. During ticket advance, the **LICENSEE** shall deliver to the **LICENSOR** all the information required for such tickets and admissions for the **EVENT** and any information concerning the **EVENT** requested by the **LICENSOR**, and the **LICENSOR** shall cause such tickets and admissions to be printed. The **LICENSOR** will provide an accounting to the **LICENSEE** for all manifested tickets and admissions. All ticket revenues shall be the sole property of the **LICENSOR** until final settlement.

4.3. The **LICENSOR** shall at all times maintain control and direction of the ticket office, ticket personnel and ticket sales revenue, until final settlement.

4.4. The **LICENSOR** shall receive 10 complimentary tickets to the **EVENT**, in a location mutually selected by the **LICENSOR** and **LICENSEE**. In addition, the **LICENSOR** shall receive 10 lower level seats to cover relocation due to obstructed view or other seating problems. A count will be taken of tickets used and will be accounted for at close of show.

4.5. The **LICENSEE** agrees that all tickets other than complimentary tickets or tickets reserved for relocation as provided for herein shall be sold at the prices advertised and any deviations must be approved in writing by **LICENSOR**.

4.6. The **LICENSOR** will not accept personal checks for tickets to the **EVENT**. Select Credit Cards will be accepted for tickets to the **EVENT** and the **LICENSEE** accepts responsibility of paying the **LICENSOR** for bank charges and (bad credit cards) upon notification of **LICENSEE** prior to settlement. The **LICENSOR** will use due care in acceptance and verification of credit cards.

4.7. The **LICENSOR** shall retain the right to issue ticket refunds in order to maintain public confidence in the **LICENSOR**. Acceptable reasons for refunds shall include, but not necessarily be limited to, seats blocked by equipment when exchange for comparable locations is not possible, failure of projection equipment or failure of the performer to show or perform within a reasonable time after the scheduled starting time. The **LICENSOR** shall also have the right in mutual agreement with the **LICENSEE** to give refunds from the proceeds of ticket sales if the **LICENSEE** fails to provide the advertised entertainment or if by an Act of God or other emergency it becomes necessary to evacuate the venue before completion of the event.

4.8. If any or all tickets sold for the **EVENT** are refunded, the **LICENSEE** shall return to the **LICENSOR** any ticket revenues received by the **LICENSEE**.

4.9. Tickets other than complimentary tickets are subject to standard convenience charges and/or facilities surcharges imposed by the **LICENSOR** and/or its contracted ticket service provider. These funds are the property of the **LICENSOR** and/or its contracted ticket service provider and will not be included in the final gross receipt calculations.

4.10. The **LICENSEE** shall reimburse the **LICENSOR** for Box Office Charges as specified on the Data Sheet.

5. SERVICES PROVIDED TO THE LICENSEE.

5.1. The **LICENSOR** shall provide all air conditioning, heating, lighting, janitorial supplies, maintenance supplies and equipment, equipment, staffing and other similar miscellaneous goods and services at rates established by the **LICENSOR**. These items may include, but not necessarily limited to, event staffing, license fees, equipment setup and removal, exhibit booth equipment, equipment rental items, electrical and utility services (including electrical, water, gas, compressed air, telecommunications, audiovisual, and cable television), food and beverage services, advertising, marketing and publicity costs, ticketing costs, or any other equipment, staffing or services. The Equipment, Staffing and Services rate schedule will be published by the **LICENSOR** and shall be furnished to the **LICENSEE** upon request. The **LICENSOR** shall provide these services except when prevented by strikes, accidents, or other causes beyond the control of the **LICENSOR** and except during the repairing of equipment or apparatus. If any other services, including without limitation water and electricity are furnished, with or without charge by the **LICENSOR** to the **LICENSEE**, the **LICENSOR** shall in no event be liable for a failure to provide such services when prevented by strikes, accidents, or other causes beyond the control of the **LICENSOR**.

5.2. All electrical connections must be made by a representative of the **LICENSOR**, or an electrical contractor approved by the **LICENSOR**. Multiple plugs, such as twin sockets, cube taps, etc., will not be permitted. Any such connection found shall be rewired by a representative of the **LICENSOR** or an electrical contractor selected by the **LICENSOR**, to conform with the state and local law, including building codes and other regulations, and the **LICENSOR's** regulations. The costs of such electrical connections and any changes thereto shall be charged to and become the obligation of the **LICENSEE** hereunder.

5.3. Any connection of the **LICENSEE** equipment to the venue's sound or light equipment will be at the sole and absolute discretion of the **LICENSOR** and will be made only by a representative of the **LICENSOR**, or a contractor approved by **LICENSEE** hereunder.

7. ADVERTISING/SPONSOR SIGNAGE

7.1. The **LICENSOR** reserves all rights to advertising and signs, displays, and banners of all types in, upon, or about the venue. No signage will be allowed to be placed in, upon, or about the venue by the **LICENSEE**, or any other person without prior written approval of the **LICENSOR**.

8. PERSONNEL

8.1. For the **EVENT**, the **LICENSEE** shall pay for all personnel of the **LICENSOR** required to staff the **LICENSED FACILITIES**, including, but not limited to, ticket sellers, ticket takers, ushers, security personnel, police, firemen, first aid and EMS personnel, rest room attendants, sound system operators, stage hands, spotlight operators, and such other personnel as the **LICENSOR**, in its reasonable discretion, shall deem to be required. Such personnel shall be provided on, by or through the **LICENSOR** and at rates established by the **LICENSOR**.

8.2. The **LICENSOR** shall have the right to approve any agent, contractors, or other persons employed by the **LICENSEE** other than the **EVENT** personnel and supporting personnel who normally and customarily travel with the **EVENT**. The **LICENSOR** approval right includes but is not limited to "security" personnel.

9. ADVERTISEMENT, PROMOTION, AND PUBLICITY

9.1. In the event the **LICENSEE** purchases advertising through the **LICENSOR'S** Marketing Department, the **LICENSEE** agrees to pay the **LICENSOR** for such time or space at the current rate card price for the applicable station, newspaper, or other advertiser.

9.2. In all advertising as described herein, the **LICENSOR'S** established logo, trademark or service mark, which shall be provided by the **LICENSOR**, must be displayed and/or described in the manner selected by the **LICENSOR**, in its sole and absolute discretion, or other advertiser.

9.3. All advertisements or promotional material relating to the **EVENT** shall designate the venue as the location of the **EVENT**

9.4. The **LICENSEE** agrees not to allow any advertising media, in advertising the **EVENT**, to imply that the **LICENSOR** or any other party is sponsoring the **EVENT**, unless the **EVENT** is, in fact, co-sponsored by the **LICENSOR** or other named party.

10. CONCESSIONS/CATERING

10.1 The **LICENSOR** reserves the exclusive rights to operate or contract for the operation of all concessions and catering in, upon, or about the venue, including but not limited to the sale of food and beverage products, vending items, programs, novelties, souvenirs, merchandise, advertising materials for terms in agreement with **LICENSOR**.

10.2 The **LICENSEE** agrees that all rights to sale or distribution of alcoholic beverages are reserved by the **LICENSOR** to be exercised in compliance with appropriate Federal, state, and local laws, regulations, rules, and policies.

10.3 No outside food and beverages, catered or otherwise will be allowed in, upon, or about the venue without the express written permission of the **LICENSOR**

10.4 The **LICENSOR** may sell programs, novelties, souvenirs, or merchandise items that are supplied by the **LICENSEE** (hereinafter referred to as “**NOVELTY CONCESSIONS**”), either directly or through its concessionaires. The **LICENSOR** shall require its concessionaires (which term shall include the **LICENSOR** only in the event that the **LICENSOR** sells **NOVELTY MERCHANDISE** itself) to pay to the **LICENSEE** within a reasonable time after the **EVENT** the percentages of **NET NOVELTY MERCHANDISE REVENUES** from the **EVENT** as set forth on the Data Sheet. The term “**NET NOVELTY MERCHANDISE REVENUES**” as used herein shall mean the entire proceeds derived from the sale of distribution of **NOVELTY MERCHANDISE** supplied by the **LICENSEE**, less (a) all Federal, state, and local taxes thereon (but not less fees for required governmental licenses or permits), (b) all costs of selling such concessions, (c) actual out-of-pocket costs incurred in the retention of private security personnel hired by the **LICENSOR** or its concessionaire(s) to prevent the sale of unauthorized merchandise in, upon, or about the venue, and, (d) any returns, discounts, or similar such items

10.5 Neither the **LICENSEE** nor the **LICENSEE’S** exhibitors, patrons, or guests, or any other person may sell or give away any samples or handouts of any kind in, upon, or about the venue without the prior written approval of the **LICENSOR** with such approval to be in the sole and absolute discretion of the **LICENSOR**.

11. ENTRANCES AND EXITS

11.1 The entrances and exits of the venue shall be locked or unlocked during the **EVENT** as the **LICENSEE** may direct, subject to regulations of Federal, state, and local authorities, any lawful direction of public officers, and also subject to the **LICENSOR’S** approval. The **LICENSOR** shall, at the **LICENSEE’S** expense, at all times maintain guards and special police, as designated by the **LICENSOR**, at all exits and entrances of the venue when such exits and entrances of the venue are locked.

11.2 Articles, fitting, fixtures, material, and equipment shall be brought into or removed from the venue only at entrances and exits designated by the **LICENSOR**.

12. SETTLEMENT

12.1. All box office receipts after taxes shall be held by the **LICENSOR** and applied in payment of all sums of money which shall become due from the **LICENSEE** to the **LICENSOR** hereunder or by reason of the **LICENSEE’S** use of the **LICENSED FACILITIES** as provided herein, including all amounts which shall become due for payment payable by the **LICENSEE** to the **LICENSOR** and for personnel, services, material, and equipment furnished by the **LICENSOR** under this Agreement, any agreement supplementing this Agreement, the **LICENSEE’S** work orders and requests, or otherwise. The **LICENSOR** will remit, out of the box office receipts, to applicable Governmental authorities, on the **LICENSEE’S** behalf, all sales, admissions, and other taxes. Any surplus remaining shall first be applied by the **LICENSOR** in satisfaction of any remaining obligation or liability of the **LICENSEE** to the **LICENSOR** under this Agreement or otherwise, including without limitation any damages, whether stipulated herein or not, to which the **LICENSOR** may be entitled by reason of any breach of the Agreement by the **LICENSEE**. The aforesaid applications shall be deemed to have been made as and when said amounts become due, irrespective of the date upon which such applications shall be made upon the books of the **LICENSOR**.

12.2. Before the conclusion of the **EVENT**, the **LICENSOR** shall furnish the **LICENSEE** with a box office statement and, at the **LICENSEE’S** request, make such provisional settlement as it deems necessary to assure proper final settlement. On the night of the **EVENT**, the **LICENSOR** shall furnish to the **LICENSEE** a statement showing all box office receipts relating to the **LICENSEE’S** use of the **LICENSED FACILITIES** hereunder and the application of the same, and the **LICENSOR** shall pay to the **LICENSEE** such amounts as shall be due to the **LICENSEE** within 48 hours. The **LICENSEE** agrees to examine such a statement as to notify the **LICENSOR** in writing of any error in the account or of any objection to any charge within five (5) business days after delivery of such statement. The **LICENSEE** agrees to pay the **LICENSOR** promptly any unpaid amounts shown to be due the **LICENSOR** on such statement.

13. PERMITS

13.1. The **LICENSEE** agrees to provide and furnish at its sole expense such government permits and other licenses and permits as may be required for the **EVENT**, including, but not limited to business licenses, and to be responsible for paying any taxes or fees which shall be required as a consequence of its use of the **LICENSED FACILITIES**. At the **LICENSOR’S** sole option, however, the **LICENSOR** may elect to deduct such taxes or fees from the **EVENT** settlement and pay such taxes or fees on behalf of the **LICENSEE**.

14. WITHHOLDING

14.1. If any amounts become due hereunder from the **LICENSOR** to the **LICENSEE** or any assignee of the **LICENSEE**, and if any payment or transfer thereof is, or appears to the **LICENSOR** to be, subject to Federal, state, local, or other governmental licensing, withholding or other restrictive regulations, the **LICENSOR** shall not be obligated to pay over or transfer said amounts to the **LICENSEE** or its assignee unless and until the **LICENSOR** has been satisfied by the **LICENSEE** or its assignee that the **LICENSOR** may lawfully pay over or transfer such amounts in compliance with such regulations, and any such payment shall be subject to withholding of any such amounts if required under any such regulations.

15. LABOR AGREEMENTS

15.1. The **LICENSEE** shall not perform any work or employ any personnel in connection with the **EVENT** which work or employment violates and labor agreements to which the **LICENSOR**, is a party or which control labor activities at the venue. At the **LICENSEE'S** request, the **LICENSOR** will advise the **LICENSEE** of pertinent provisions of such labor agreements.

16. COPYRIGHTS, TRADEMARKS, ETC.

16.1. The **LICENSEE** shall assume all costs arising from the use of the trademarked materials or patented and/or copyrighted material, equipment, or dramatic rights used on or incorporated in the conduct of the **EVENT**. In mutual agreement with **LICENSEE**, however, the **LICENSOR** may elect to deduct such copyright fees from the **EVENT** settlement and pay such licensing fees on behalf of the **LICENSEE**. The **LICENSEE** agrees to indemnify and hold harmless the venue, The Tivoli Theatre Foundation, AC Entertainment, the City of Chattanooga and each of them, and the officers, directors, servants, agents, representatives, managers, personnel, and employees of each of them from all damages, costs, and expenses, including attorney's fees, for or on account of the use of any trademarked materials or patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by the **LICENSEE** in connection with this Agreement. In this regard, the **LICENSEE'S** attention is particularly directed to the use of the copyrighted music.

16.2. The **LICENSEE** warrants that it currently has in effect and will maintain in effect during the time of the **EVENT**, current and valid rights and licenses for the **EVENT**. The **LICENSEE** further agrees to submit upon demand valid written evidence of such rights and licenses.

17. ANCILLARY RIGHTS

17.1. Neither the **LICENSEE** or the **LICENSOR** shall televise or broadcast the **EVENT**, either live or recorded, or record the **EVENT** for reproduction, without a separate prior written agreement between the **LICENSEE** and **LICENSOR**. If such written agreement is entered into, it shall include reimbursement to the **LICENSOR** for all expenses incurred and/or services rendered as a result of such broadcast and/or recording, along with negotiated broadcast rights fee to the **LICENSOR**.

17.2. The **LICENSEE** grants to the **LICENSOR** and its designees the right to use and to authorize others to use the names of the **LICENSEE**, the **EVENT**, and personalities appearing in the **EVENT** for the purposes of advertising and publicizing the **EVENT** and the venue.

18. ADDITIONAL OBLIGATIONS OF THE LICENSEE

18.1. Prior to the first Event, **LICENSEE** shall provide to the **LICENSOR**, for **LICENSOR'S** review (and/or the review of consultant or representative engaged by **LICENSOR**) full and complete description all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event.

~~18.2. **LICENSEE** shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorney's fees) (collectively, the "Losses") occurring at the Facility (whether within or without the Facility) caused to **LICENSOR**, the owner of the Facility, and/or property in, on, or near the Facility before, during, or after an Event, by any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event. **LICENSEE** shall indemnify, defend, and hold harmless **LICENSOR**~~

~~and the owner of the Facility from any and all Losses arising out of or in connection with rigging from or to the physical structure of the Facility or any fixture thereto, set up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event—unless caused by negligence, misconduct, or wrongful or illegal acts of LICENSOR.~~

18.3. **LICENSOR** may, at its election, accept delivery of property addressed to **LICENSEE** only as a service to **LICENSEE**, and **LICENSEE** will indemnify, defend and hold harmless **LICENSOR** for any loss or damage to such. **LICENSOR** assumes no responsibility whatsoever for any property placed in the Facility

18.4. It is expressly understood and agreed by the parties here to that no Officer, Director, Employee, Agent, Representative, or Sales person of either party hereto, or the owner of the facility or any third party, has the authority to make, have made, or will be deemed to have made, any representation, warranty, covenant, agreement, guarantee, or promise with respect to the financial success or performance, and/or other success, of the event is solely that of **LICENSEE'S** own determination and judgment.

18.5. Act of Omissions of Third Parties. **LICENSOR** shall not be liable in any way for any acts and/or omissions of any third party.

18.6. The **LICENSEE** shall:

- (a) Supply and pay for all performers required for the proper presentation of the **EVENT**
- (b) Transport all personnel, properties, facilities, and equipment necessary for the **EVENT** to and from the **EVENT**;
- (c) Provide all musicians, instruments and other audio equipment required for the **EVENT** at its sole cost and expenses;
- (d) Present the **EVENT** in the most advantageous manner and style practicable;
- (e) Pay in a timely manner all governmental taxes (including admission taxes and withholding taxes) and levies due as a result of the **EVENT**, other than those deducted by the **LICENSOR** from the settlement;
- (f) Cause its officers, directors, servants, agents, representatives, managers, personnel, employees, sublicensees, contractors, subcontractors, exhibitors, players, performers, patrons, guests, attendees, invitees, or participants, or any person admitted to the venue in connections with the **EVENT**, and each of them, and all of the officers, directors, servants, employees, agents, and representatives of each of them to abide by such reasonable rules and regulations as may from time to time be adopted by the **LICENSOR** for the use, occupancy, operation, protection, control, and management of the venue.

18.7. With respect to any Event at the Facility, **LICENSEE** shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display or performance of propriety or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by the **LICENSEE** under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and **LICENSEE** agrees hereby to make any and all such payments to third parties and/or clearing house agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works. **LICENSEE** specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, and other similar agencies. **LICENSEE** agrees hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph. **LICENSEE** further agrees hereby to provide to **LICENSOR** any such compliance evidence as may be requested by **LICENSOR** in advance of or after any such Event. **LICENSEE** agrees that the obtaining and maintaining of such evidence by **LICENSEE** is a material condition of this Agreement. **LICENSEE** agrees to indemnify, defend, protect and hold harmless **LICENSOR** and all other Indemnities (as that term is defined in this Agreement) of and from any and all manner of Losses arising in any way from the use by **LICENSEE** of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication, display, or performance by **LICENSEE**, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, web casts, or on-line service providers, satellite or cable and all other

publication, display or performance means whatsoever, whether now known or developed after the date of this Agreement.

19. INSURANCE

19.1. The **LICENSEE** shall provide at its own cost and expense Comprehensive Public Liability and Property Damage Insurance Policy (Insurance Services Office form or equivalent approved by Owner) covering the **LICENSEE** for the period of the **EVENT** providing coverage on an "occurrence" basis (as opposed to "claims made"), with a combined liability policy limit not less than \$1,000,000, applying to liability for Bodily Injury, Personnel Injury, and Property Damage, contractual liability and independent contractors (without exclusions from coverage relating to sporting events, rap concerts, performers, volunteers, animals, off premise activities, and fireworks or other pyrotechnical devices). Licensee's insurance policy shall be primary and non-contributory.

19.2. The insurance will name the Tivoli Theatre Foundation, AC Entertainment, and the City of Chattanooga as Additional Insureds for all venue **USE PERIOD(S)** specified on the Data Sheet.

~~19.3. The **LICENSEE** shall carry and pay for applicable workers' compensation insurance for **LICENSEE's** employees, as required by applicable law.~~

19.4. Prior to the first day of the **EVENT**, the **LICENSEE** shall provide the **LICENSOR** with evidence that the insurance coverage required under this Section will be in full force and effect at the beginning of the term. Such evidence of insurance shall be in the form of a standard Certificate of Insurance or in such other form as the **LICENSOR** may reasonably request. Licensor's failure to request, review or comment on any such certificates shall not affect Licensor's rights of Licensee's obligations hereunder.

20. INDEMNIFICATIONS, ETC.

~~20.1. The **LICENSEE** agrees to waive all claims against and to defend, indemnify, protect, and hold harmless, (collectively, "indemnify"), the venue, Tivoli Theatre Foundation, AC Entertainment, the City of Chattanooga, and each of them, and all of the officers, directors, servants, agents, representatives, managers, personnel, and employees of each of them (the "Indemnified Parties") against any and all claims, demands, losses, damages, expenses, actions, or causes of action of whatsoever kind, (collectively, the "Losses") arising or resulting, directly or indirectly, from any act, omission incident, accident, or claim occurring in, upon, or about the venue, or otherwise arising out of the **EVENT**, or the use, occupancy, or licensing of the venue by the **LICENSEE**, its officers, directors, servants, agents, representatives, managers, personnel, employees, sublicensees, contractors, subcontractors, exhibitors, players, performers, patrons, guests, attendees, invitees, participants, or any person (except employees or representatives of **LICENSOR** working the event) admitted to the venue in connection to the **EVENT**, and each of them, and all of the officers, directors, servants, employees, agents, and representatives of each of them. The **LICENSEE** shall Indemnify the Indemnified Parties from all Losses arising from any liability or claim of liability for injuries, death or damages to persons or property sustained or claimed to have been sustained by anyone by reason of the use of the Venue for the **EVENT**, whether such use was authorized or not.~~

~~20.2. The **LICENSEE** agrees to indemnify the Indemnified Parties from any claims from anyone for loss or damage to property place on, upon, or about the Venue~~

~~20.3. Without limiting the generality of sections 20.1, the **LICENSEE** shall be solely liable for, and shall Indemnify the Indemnified Parties from, and Losses caused by any and all rigging, set-up, alterations, and/or improvements at or to the Licensed Facilities necessitated by and/or performed with respect to the **EVENT**- unless caused by the negligence, misconduct, wrongful, or illegal acts of **LICENSOR**.~~

21. ALTERATIONS

21.1 The **LICENSEE** shall not mark, paint, drill into or in any way alter, mar or deface any part of the venue or any equipment contained therein, and shall not cause or permit anything to be done whereby the venue or equipment therein shall be in any manner injured, marred, or defaced. The **LICENSEE** further will not drive or permit to be driven, nails, hooks, tacks, or screws into any part of the venue or any equipment contained therein, and will not make or allow to be made any alterations of any kind to the Facility or any equipment contained therein and will not affix or permit to be affixed, displayed, or erected any lettering, signs, pictures, notices, advertisements, posters notices, or graphics of any description upon any part of the outside or inside of the venue or make any alterations or improvements in or to the venue without prior written consent of the **LICENSOR**.

22. DAMAGE TO THE VENUE'S FACILITIES

22.1. The **LICENSEE** agrees to pay for any and all damages to the venue if such loss or damage is the result of the **EVENT** and not caused by the negligence, misconduct, or wrongful or illegal acts of the **LICENSOR**. On or before the date of execution of this License Agreement, the **LICENSEE** shall deposit with the **LICENSOR** the Damage Deposit set forth on the Data Sheet. The **LICENSEE** agrees that if the venue is damaged by the act, default, or negligence of the **LICENSEE**, its officers, directors, servants, agents, representatives, managers, personnel, employees, sublicensees, contractors, subcontractors, exhibitors, players, performers, patrons, guests, attendees, invitees, participants or any person admitted to the venue in connection with the **EVENT** (except representatives or employees of **LICENSOR** working the event), then the **LICENSEE** shall pay to the **LICENSOR** upon demand such sums as shall be necessary to restore the premises to their original condition, ordinary wear and tear expected. The **LICENSEE** shall be responsible to the **LICENSOR** for any and all documented costs of repairing damage to the venue occurring as a result of the **EVENT**, including but not limited to damage caused by persons attending or attempting to attend the **EVENT**, and regardless of whether the cost of repair exceed the caused the Damage Deposit. The **LICENSOR** shall inspect the venue prior to final settlement, retain an appropriate damage contingency from the settlement, and refund any unused portion of the damage contingency within 2 days after conclusion of the **EVENT**.

22.2. Any keys issued to the **LICENSEE** and not returned at the conclusion of the **EVENT** or prior to the provisional settlement shall result in a \$50 per key cost to the **LICENSEE**.

23. PUBLIC SAFETY

23.1. The **LICENSOR** shall at all times maintain control of the venue and shall enforce all rules and regulations relative to its operation

23.2. The **LICENSEE** shall at all times conduct the **EVENT** with full regard for public safety and will comply with the requirements of all laws, orders and regulations of Federal, state, and local authorities and with any lawful direction or order of public officers which shall impose any duty upon the **LICENSOR** or the **LICENSEE**, with respect to the venue or the use and occupancy thereof.

23.3. The **LICENSEE** shall comply with all rules, orders, regulations or requirements of the Board of Fire Underwriters, the State Fire Marshal, the City of Chattanooga Fire Department, or any other similar body, agency, or authority having jurisdiction, and shall not do or permit anything to be done in, upon or about the venue or bring or keep anything therein in contravention of their rules, regulations, or requirements. Further, no gasoline, acetylene or other fuel or other combustible or hazardous substances will be permitted inside the venue without the written approval of the **LICENSOR**. Any decorating or other work, and all material therefore, done or furnished by the **LICENSEE** shall be subject to approval by the **LICENSOR** and, if necessary in the **LICENSOR'S** sole judgment, shall also be subject to approval by the City of Chattanooga Fire Department or State Fire Marshal, and unless so approved may be prevented from use or removed by the **LICENSOR**. All decorations and other combustible material must be fireproofed, and the **LICENSEE** shall deliver to the **LICENSOR** a flameproofing certificate in the form specified or required by and satisfactory to any governmental body having jurisdiction with respect thereto if necessary in the **LICENSOR'S** sole judgment. For violation of this provision the **LICENSOR** may withhold from box office receipts due to the **LICENSEE** any reasonable amount necessary, in the **LICENSOR'S** sole judgment, to compensate.

23.4. The **LICENSOR** has the right in its sole discretion mutual at all times to take such steps as it may deem necessary to ensure public safety. This may include, but it not necessarily limited to, interruption, termination, or cancellation of the **EVENT**, public announcements, appropriate staffing of the **EVENT**, and evacuation of the venue.

23.5. The **LICENSOR** reserves the right to make announcements in the interest of public safety, to provide information to attendees, or to make such other announcements as it shall deem to be in the interest of the **LICENSOR**.

23.6. The **LICENSOR** reserves the right to open the doors when the **LICENSOR** deems it necessary to safely, and orderly move the public into or out of the venue. The **LICENSOR** may in mutual agreement with **LICENSEE** cancel any sound checks or other event preparations in order to safely move the public in or out of the venue.

23.7. The **LICENSOR** shall have the sole right to determine when and if it is necessary to evacuate the venue for whatever reason. If such evacuation occurs and results in cancellation of the **EVENT**, the **LICENSEE** hereby waives any claims for damages against the **LICENSOR**.

23.8. The **LICENSOR** has the right to protect the public by staffing the **EVENT** with the number and type of personnel in the sole discretion of the **LICENSOR**. The **LICENSEE** will pay all such staffing costs.

23.9. It is further understood and agreed that the **LICENSEE** shall permit no chairs or seats to be or remain in the passageways or fire exits in the venue, and will keep all passageways and fire exits clear at all times, and that the sidewalk, grounds, entries, passages, vestibules, halls, elevators, abutting streets, and all ways of access to public utilities of the venue shall not be obstructed by the **LICENSEE** or used for any purpose other than for ingress to and egress from the venue.

23.10. Persons entering or leaving the venue will be subject to a reasonable inspection of cartons, containers, packages or person in order to insure the safety of the general public, compliance with the rules and regulations of the **LICENSOR**, and to reduce the likelihood of theft.

23.11. All patrons of the venue shall be prohibited from bringing food and beverages, bottles, cans containers, video cameras, recording devices, weapons, incendiary devices, or any controlled or illegal substances in, upon or about the venue. The **LICENSOR** reserves the right conduct a reasonable search of all persons and their possessions prior to entry.

23.12. No reentry shall be allowed on ticket stubs

23.13. All electrical equipment of the **LICENSEE**, its servants, agents, representatives, managers, personnel, employees, sublicensees, contractors, subcontractors, exhibitors, players, performers, invitees, participants, or others brought in, upon, or about the venue must be approved. All gas equipment must be A.G.A approved and have proper permits and approvals for operations of the equipment.

23.14. The **LICENSEE** agrees not to bring in, upon, or about the venue any material or equipment, which could constitute a hazard to persons or property.

23.15. No parking will be allowed in employee parking areas, fire lanes, loading dock areas, the main floor or other areas posted "No Parking." Unauthorized vehicles parking in these areas or in parking areas reserved as Handicapped Parking shall be removed at the owner's expense.

24. EJECTION

24.1. The **LICENSEE** hereby appoints the **LICENSOR**, or any servant, employee or agent of the **LICENSOR**, as the **LICENSEE'S** agent to refuse admission to or to cause to be removed from the **LICENSED FACILITIES** any undesirable person. Any artisans or workmen employed by the **LICENSEE** shall be subject to the general control of the **LICENSOR** (but not as an agent, servant or employee of the **LICENSOR**) while in, upon, or about the venue and maybe refused entrance by the **LICENSOR** for noncompliance with the (provisions of the Agreement) or for objectionable or improper conduct.

25. LASER, PYROTECHNIC DEVICES, ETC.

25.1. The **LICENSEE** agrees that with respect to the use of any and all laser and pyrotechnic devices to be operated in connection with the presentation of the **EVENT**, if any, it shall comply with all laws, rules, regulations, prescriptions, criteria, and policies of all Federal, state, and local authorities or agencies applicable thereto, including, without limitation, the State Fire Marshal, and rules and regulations or the City of Chattanooga and its Fire Department. The **LICENSEE** shall deliver all supporting documentation confirming the **LICENSEE'S** compliance with the above requirements during advance. Notwithstanding all of the foregoing, the **LICENSEE** shall not use any laser and/or pyrotechnic devices whatsoever without the prior written consent of the **LICENSOR**, which may be withheld within its sole and absolute discretion.

26. ANIMALS

26.1. No animal will be permitted in the venue unless the animal is part of the show or exhibit or animal is allowed under ADA laws, and only if the animal is on a leash, in a pen, a cage or is under similar control by the animal's owner.

27. SURRENDER

21.1. After the conclusion of the **EVENT**, the **LICENSEE** shall, as soon as possible but not later than the end of the **VENUES USE PERIOD(S)** specified on the Data Sheet, quit and surrender the **LICENSED FACILITIES** to the **LICENSOR**. Upon such quitting and surrender, the **LICENSED FACILITIES** shall be in the same condition as the beginning of the engagement and in good order, ordinary wear and tear excepted. The **LICENSEE** shall remove

from the venue any personal property brought or permitted by it in, upon, or about the venue. For noncompliance with this Paragraph, which materially affects any addition, the **LICENSEE** shall pay the **LICENSOR** upon notification to **LICENSEE** for any expense incurred by the **LICENSOR** in removing and/or storing such personal property.

28. DEFAULTS AND TERMINATION

28.1. If before or during the terms of this Agreement (a) the **LICENSEE** makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, (b) a receiver or trustee is appointed from the **LICENSEE** or the **LICENSEE'S** property, (c) execution is issued pursuant to a judgment rendered against the **LICENSEE**, (d) this Agreement is assigned, passed to or devolves upon any person, firm, or corporation other than the **LICENSEE** or the **LICENSEE** attempts to assign the Agreement without the prior written consent of the **LICENSOR**, or (e) the **LICENSEE** defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein, then, in any such event, the Agreement shall, at the **LICENSOR'S** option expressed in a 12 hour written, FAX or telegraphic notice to the **LICENSEE**, terminate as fully and completely as is such date and time of the termination were the date and time definitely fixed herein for the expiration of the term and of the Agreement, and the **LICENSEE** shall then quit and surrender to the **LICENSOR** its rights to the **LICENSED FACILITIES**, but the **LICENSEE** shall remain liable as hereinafter provided.

28.2 Immediately upon termination of the Agreement as provided in Paragraph 28.1 hereinabove, or at any time thereafter, the **LICENSOR**, or any other person by its order, may immediately enter the venue and remove all persons and property there from by legal proceeding, force, or otherwise without being liable for any damages therefore.

28.3. Upon termination the **LICENSEE** shall immediately pay to the **LICENSOR** the sum of (a) the Minimum License Fee, (b) all other charges due to hereunder including but not limited to all reimbursable cost and expenses incurred by the **LICENSOR**, (c) the amount reasonably estimated by the **LICENSOR** as the amount by which the License Fee would have exceeded the License Fee (d) all attorneys fees and expenses incurred in connection with such termination, and (e) any other damages incurred by the **LICENSOR**, less any amounts previously paid by the **LICENSEE**. The **LICENSOR** may immediately withdraw and retain any ticket proceeds or other funds in the **LICENSOR'S** possession.

28.4. In any case of default, the **LICENSOR** reserves the right to withhold and collect all sums due from the **LICENSEE** from any funds held by the **LICENSOR**, for whatever purpose initially designated, including but not limited to any of the deposits or other sources herein described, and to secure such sums the **LICENSEE** hereby grants to the **LICENSOR** a security interest in all funds of the **LICENSEE** held by the **LICENSOR** and all property of the **LICENSEE** in, upon, or about the venue subsequent to or at the time of any default of the **LICENSEE** hereunder, and the **LICENSEE** hereby mortgages and pledges said funds and property for purposes of securing the payment of all sums due to the **LICENSOR**. This remedy is not exclusive and the **LICENSOR** may, at its discretion, pursue any appropriate remedy to recover any or all deficits remaining upon sums due to the **LICENSOR**.

28.5. In any case where this Agreement is terminated before the end of the **VENUES USE PERIOD(S)** by reason of breach by the **LICENSEE**, the **LICENSOR** may, in its sole discretion, but shall not be required to, relicense the **LICENSED FACILITIES** or any part or parts thereof, as the agent of the **LICENSEE** or otherwise at anytime or times during the **VENUES USE PERIOD(S)** for whatever compensation the **LICENSOR** shall obtain, and it shall be presumed that such relicensing during the **VENUES USE PERIOD(S)** is in lieu of licensing by the **LICENSOR** during other open dates. Such relicensing shall not be credited against the **LICENSEE'S** damages unless the **LICENSEE** proves by clear and convincing evidence that such relicensing was possible only during the **VENUES USE PERIOD(S)**, in which event the net receipts of relicensing the **LICENSED FACILITIES** after subtracting all expenses (including but not limited to the **LICENSOR** overhead) incurred in connection therewith shall be credited against the damages owed by the **LICENSEE**. The **LICENSEE** hereby expressly waives (a) the service of notice of intention to enter, (b) any and all rights of redemption to the extent permitted by law, and (c) all rights to trial by jury in any proceeding hereafter instituted or maintained between the **LICENSOR** and the **LICENSEE** with respect to the venue or this Agreement. The **LICENSEE** also agrees that is the **LICENSOR** commences any summary proceeding against the **LICENSEE**, the **LICENSEE** shall not interpose and counterclaim of whatever nature or description in any such proceeding. The words "enter" and "entry" as used in this Agreement are not restricted to their technical legal meanings

28.6 In the event of entry by the **LICENSOR**, the **LICENSOR** as its option, may store, at the cost of the **LICENSEE**, any property of the **LICENSEE** or its officers, directors, servants, agents, representatives, managers,

personnel, employees, sublicensees, contractors, subcontractors, exhibitors, players, or performers then in, upon, or about the venue, but in such case the **LICENSOR** shall not be obligated to store such property for more than 30 days and thereafter may dispose of such property in any way it seems fit, upon 10 days notice in writing to the **LICENSEE**. The **LICENSOR** shall be entitled to receive from the **LICENSEE** all costs and expenses for storage of the **LICENSEE'S** property and if the **LICENSOR** shall sell such personal property, it shall be entitled to retain from proceeds thereof any amounts due from the **LICENSEE** to the **LICENSOR**, including but not limited to the expense of the sale and cost of the storage.

29. NON-EXCLUSIVE USE

29.1. The **LICENSEE** acknowledges that besides the use of the **LICENSED FACILITIES** as contemplated by this Agreement, the venue and various parts thereof and areas therein may or will be used for the installation, holding or presentation and removal of activities, events and engagements other than the **EVENT** and that in order for the **LICENSOR** to operate as efficiently as practicable, it may or will be necessary for the use or availability of services and facilities of the venue, including without limitation, entrances, truck ramps, receiving areas, marshaling areas, storage areas, passenger or freight elevators and concessions areas, to be scheduled or shared. The **LICENSEE** agrees that the **LICENSOR** shall have full, complete and absolute authority to establish priorities and schedules for the use and availability of such services and facilities and to determine when and to what extents any sharing of any such services and facilities is necessary or desirable, and the **LICENSEE** agrees to comply with any priorities and schedules so established and to cooperate in any sharing arrangements so determined. In no event shall the **LICENSEE** enter or use any area, service space, or other portion of the venue other than the **LICENSED FACILITIES** without first obtaining the **LICENSOR'S** prior written consent. The decisions of the **LICENSOR** with regard to such matters shall be final and binding on the **LICENSEE**.

29.2. The **LICENSOR**, its officers, directors, servants, agents, representatives, managers, personnel, employees, contractors, subcontractors, invitees, concessionaires, and its concessionaire's servants, employees and agents working said **EVENT** shall at all times have free access to the venue upon presentation of usual passes issued to them by the **LICENSOR**. Subject to the **LICENSOR'S** approval as to numbers, the **LICENSEE** may issue photo, press, and backstage passes permitting selected persons access to specified areas of the **LICENSED FACILITIES** normally closed to the public. The **LICENSOR**, at such reasonable time or times as it may deem appropriate, may announce, describe and advertise over the sound system in the venue during the **EVENT**, including without limitation, announcements, descriptions and advertisements concerning other or future events being or to be held in the venue or elsewhere, and the **LICENSOR** reserves and retains the exclusive right to use the sound system, display advertising capabilities and facilities in, upon, and about the venue in any manner which, in its sole opinion, is desirable or appropriate, provided only that such announcements, descriptions, advertisements and use do not unduly disrupt or interfere with the **EVENT**. The **LICENSEE** may not advertise or promote any good or service during the **EVENT** without the prior consent of the **LICENSOR**.

30. RISK OF LOSS

30.1. The **LICENSEE** agrees that all of its property or property of others brought or permitted by it upon the venue shall be at the sole risk of the **LICENSEE** and that the **LICENSOR** shall not be liable to the **LICENSEE** for any loss of damage. The **LICENSEE** shall cause to be carried such insurance on such property as the **LICENSEE** elects.

31. REMEDIES

31.1. In the event of a breach or threatened breach by the **LICENSEE** of any of its agreements or obligations hereunder, the **LICENSOR** shall have the right of injunction and the right to invoke any remedy allowed at law or equity or otherwise as if entry, summary proceeding or other remedies were not provided for herein.

31.2. Reference in this Agreement to any particular remedy shall not preclude the **LICENSOR** from any other remedy at law or in equity.

32. FORBEARANCE NOT A WAIVER

32.1. The **LICENSOR'S** failure to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

32.2. No provision of this Agreement shall be deemed to have been waived by the **LICENSOR** unless specific waiver thereof by the **LICENSOR** shall be in writing

33. NONDISCRIMINATION

33.1. The **LICENSEE** shall not discriminate against any employee or application for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or mental or physical disability and will not illegally discriminate against and such persons relative to admission, services or privileges offered to or enjoyed by the general public.

33.2. The **LICENSEE** agrees and understands that the Americans with Disabilities Act (ADA) imposes certain requirements as to services, accessibility, accommodation and employment opportunities of persons with disabilities. The **LICENSEE** agrees to comply on behalf of the Tivoli Theatre Foundation, AC Entertainment, and the City of Chattanooga, and the officers, directors, servants, agents, representatives, managers, personnel, and employees of each of them with the requirements of the ADA with respect to the **LICENSOR'S** business and agrees to assume, defend, indemnify, protect and hold harmless the Tivoli Theatre Foundation, AC Entertainment and the City of Chattanooga, and the officers, directors, servants, representatives, managers, personnel, and employees of each of them against any and all claims, demands, losses, actions, or causes of action of whatsoever kind, arising or resulting from the **LICENSEE'S** failure to comply with and fulfill the requirements of the ADA, including costs and reasonable attorneys fees incurred in the defense of any such action.

34. FORCE MAJEURE, ETC.

34.1. In the event the venue or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the **LICENSED FACILITIES** for the purpose and during the periods specified herein, or if the **LICENSED FACILITIES** cannot be so used because of strikes, Acts of God, national emergency, force majeure, or other causes beyond the control of the **LICENSOR**, then this Agreement shall terminate.

34.2. The **LICENSEE** hereby waives any claim for damages or compensations from the **LICENSOR** by reason of such termination except that any unheard portion of the fees or deposits made hereunder shall abate or be refunded by the **LICENSOR** to the **LICENSEE**.

34.3 Except as otherwise provided in Paragraphs 34.1 and 34.2, or unless due to the **LICENSOR'S** default, if the **LICENSEES** shall for any other reason fail to occupy or use the **LICENSED FACILITIES** in accordance with this License Agreement, no refund shall be made of any amounts paid or payable by the **LICENSEE** to the **LICENSOR** hereunder.

35. MATTERS RESERVED TO THE TIVOLI THEATRE FOUNDATION

35.1. All matters not expressly addressed by the terms of this Agreement shall be reserved to the sole and absolute discretion of the **LICENSOR**.

36. TIME IS OF THE ESSENCE

36.1. Time is of the essence under this Agreement.

37. PARTIES AS INDEPENDENT CONTRACTORS

37.1. The Parties hereto are acting as independent contractors, and this Agreement shall in no way create a partnership, joint venture, or employment relationship between the parties.

38. PARTIES IN INTEREST/PROVIDING FALSE INFORMATION

38.1 Unless otherwise stated, the **LICENSEE** herein named is the real party in interest and is not acting for or on behalf of any undisclosed principles. If it is determined that the **LICENSEE** is not the real party in interest or has falsified any information relative to this Agreement and the **EVENT**, the **LICENSOR** shall have the right to immediately cancel the **EVENT** and the **LICENSEE** shall hold the Tivoli Theatre Foundation, AC Entertainment, and the City of Chattanooga, and the officers, directors, servants, agents, representatives, managers, personnel, and employees, of each of them harmless from any expenses or damages arising from such cancellation. The **LICENSOR** shall also be entitled to full license and related expense payments in the event of cancellation under the conditions described herein.

39. NOTICES

39.1. Unless otherwise provided to contrary, and except as to the return of this Agreement itself upon its being signed by the **LICENSEE**, all notices required under this Agreement shall be deemed given when deposited in the U.S. Mail, postage prepaid, addressed as follows:

AS TO THE LICENSEE:

AS TO THE TIVOLI THEATRE FOUNDATION

CAROLYN WHITAKER, BOOKING COORDINATOR
THE TIVOLI THEATRE FOUNDATION
399 MCCALLIE AVENUE
CHATTANOOGA, TN 37402

40. LEGAL FEES

40.1. In the event any legal action is taken under this Agreement, the prevailing party shall be entitled to have and recover from the losing party any reasonable attorney's fees, costs of suit, and other costs reasonably related to enforcement of its rights under this Agreement.

41. INTERPRETATIONS AND ENFORCEMENT

41.1. The parties hereto expressly agree and consent that this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

41.2. The parties hereto expressly agree and consent, to the extent permitted by law, that any action for enforcement of this Agreement or any rights of the parties arising thereunder or from any breach thereof or default thereunder, other than matters arising under the bankruptcy laws of the United States in an action brought in United States Bankruptcy Court, shall only be brought or maintained in the Court of Common Pleas of Hamilton County, Chattanooga, TN, and the parties thereto so hereby expressly submit themselves to the jurisdiction of said Court.

42. SEVERABILITY

42.1. In the event any of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, unenforceability shall not affect any other provisions contained herein.

43. WHOLE AGREEMENT

43.1. This Agreement including **LICENSEE** Addendum constitutes the entire agreement between the **LICENSEE** and the **LICENSOR** with respect to the presentation of the **EVENT** in the venue. The **LICENSEE** is not relying upon any representations, warranties, or other information, written or oral except as expressly set forth herein. Upon execution and delivery hereof, any rights, duties, obligations and claims arising by reason of any previous agreement relating to the **EVENT** shall be deemed terminated forthwith. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT NO OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE, OR SALES PERSON OF EITHER PARTY HERETO, OR OF THE OWNER OR ANY THIRD PARTY HAS THE AUTHORITY TO MAKE, HAVE MADE OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, GUARANTEE OR PROMISE WITH RESPECT TO THE FINANCIAL SUCCESS OR PERFORMANCE AND/OR OTHER SUCCESS, OF THE EVENT. THE LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT ANY ASSESSMENT OF THE FINANCIAL SUCCESS OF PERFORMANCE AND/OR OTHER SUCCESS OF THE EVENT IS SOLELY THAT OF THE LICENSEE'S OWN DETERMINATION AND JUDGEMENT.**

44. SUBORDINATION

44.1. The provisions of this Agreement and the **LICENSEE'S** right to use the **LICENSED FACILITIES** hereunder are hereby made subject and subordinate to the terms and conditions of any lease, agreement, mortgage, or any other encumbrance under which the **LICENSOR** may be operating the venue. If the **LICENSOR'S** right to operate the **LICENSED FACILITIES** expires or is terminated, according to the terms of such lease, agreement or other encumbrance, with fault on the **LICENSOR'S** part, the **LICENSOR** shall not be liable to the **LICENSEE** in any way.

45. ASSIGNMENT

45.1. Neither this Agreement nor any of the rights, duties or obligations of the **LICENSEE** hereunder shall be assigned, transferred, hypothecated, or encumbered, directly or indirectly, in whole or in part (including without limitation the sale of other transfer of majority equity ownership of the **LICENSEE**), whether by operations of law or otherwise, by the absolute discretion. The **LICENSEE** shall not permit the venue, or any part thereof, to be used or occupied by others without the written consent of the **LICENSOR**.

46. AMENDMENT

46.1. The Agreement may not be altered, amended, modified, or otherwise changed, except by document in writing, signed by the parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS FACILITIES LICENSE AGREEMENT TO BE EXECUTED THE DATE SET FORTH HEREIN ABOVE.

THE LICENSEE:

PRINT: _____

SIGN: _____

DATE: _____

WITNESS:

PRINT: _____

SIGN: _____

DATE _____

THE LICENSOR:

PRINT: _____

SIGN: _____

DATE: _____

WITNESS:

PRINT: _____

SIGN: _____

DATE: _____



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

Memorandum

To: Hamilton County Board of Education

Bryan Johnson, Ed.D.
Superintendent

From: Brent Goldberg, CPA
Chief Business Officer

Date: November 21, 2019

Re: Interlocal Agreement Between Hamilton County, Tennessee and Hamilton County Department of Education

We recommend approval to enter into an interlocal agreement with Hamilton County, Tennessee for fuel services, including utilization of bulk fuel sites and use of retail fuel cards.

Enclosed:

Interlocal Agreement Between Hamilton County, Tennessee and Hamilton County Department of Education

**INTERLOCAL AGREEMENT
BETWEEN HAMILTON COUNTY, TENNESSEE
and
THE HAMILTON COUNTY DEPARTMENT OF EDUCATION**

This INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement" is made and entered as of the _____ day of __, 2019, by the HAMILTON COUNTY, TENNESSEE (hereinafter referred to as "County", and the HAMILTON COUNTY DEPARTMENT OF EDUCATION (hereinafter referred to as "HCDE").

WHEREAS, Tennessee Code Annotated § 5-1-113, 5-1-114 and 12-9-101 et seq. provides for Interlocal agreements and Interlocal cooperation.

WHEREAS, proposals were received in response to a public advertisement and a current contract with Mansfield Oil of Gainesville, Inc. for the provision of fuel services for Hamilton County was approved by Resolution 518-20; and

WHEREAS, this contract incorporates the provision of a retail fuel card program which enhances productivity of County staff , bulk fuel delivery services for Hamilton County, as well a wide array of fuel management and consulting services and will be valuable as our bulk fuel sites are modernized in the future; and

WHEREAS, Tennessee Code Annotated § 12-3-1205 as well Hamilton County Procurement Rules, last updated and approved by Resolution 1216-9, allow for cooperative purchasing arrangements with other governmental entities and the required authorizing language was incorporated into the proposal documents for this solicitation; and

WHEREAS, the County and the HCDE currently utilize respective entity owned bulk fuel sites to fuel vehicles and charges for fuel utilized are billed back to the respective utilizing entity from the CGAS fuel tracking system; and

WHEREAS, the ability to utilize the bulk fuel sites for vehicle fuel has been and continues to be mutually beneficial to both organization; and

WHEREAS, technology relative to County fuel card readers are currently being updated to allow for the retail fuel cards to also be utilized at the County bulk fuel sites and the current bulk fuel cards will no longer function at County or HCDE tanks; and

WHEREAS, the HCDE has requested to be included in the fuel card programs established by the County and agrees to comply with the Hamilton County Fuel Card Policies and Procedures Guide governing the use of the retail fuel card program (as may be updated from time to time), including but not limited to following all employee training requirements, supervision of employees' use of the cards for business purposes only, assignment of a fuel card coordinator to work with the Fuel Card Program Administrator, protections relative to card and PIN numbers, etc.; and

WHEREAS, each entity will be fully responsible for the payment of fuel utilized for their vehicles both at retail as well as from bulks fuel sites; and

WHEREAS, it will be mutually beneficial for both the County and the HCDE to utilize the same fuel programs, bulk sites and retail card programs as currently exist and as may be awarded by Resolution in the future; and

WHEREAS, either party may terminate this agreement upon sixty (60) days' notice to the other party; and

WHEREAS, if HCDE terminates this agreement, they will remain responsible for any purchases made up to and including the day of termination and will return any fuel cards used to them to the Hamilton County Fuel Card Program Administrator within one (1) of the termination date; and

WHEREAS, the County and HCDE will each continue to be responsible for the operation of and liability associated with the operation of their own bulk fuel sites.

IN WITNESS WHEREOF, the parties have caused their respective name to be affixed by their duly authorized officers on this ____ day of _____, 2019.

HAMILTON COUNTY, TENNESSEE

By: _____
Jim M. Coppinger, Mayor

**HAMILTON COUNTY
DEPARTMENT OF EDUCATION**

By: _____

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

MEMORANDUM

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

FROM: Dr. Justin Robertson, Chief of Schools

DATE: November 21, 2019

RE: Purchase of World Language Textbooks

The Textbook Adoption Committee for World Language worked diligently throughout the second semester of the 2018-2019 school year to carefully analyze and select high quality instructional classroom resources. The Board approved these textbooks/resources on April 18, 2019. The purchase of these resources for the 2019-2020 school year is recommended.

The total amount requested is \$1,324,574.70. If approved, the materials will be purchased through EMC Publishing and funds will come out of the Textbook budget. Quote attached.

Thank you for your consideration.

Hamilton County Schools

Jamie Parris
3074 Hickory Valley Road
Chattanooga, TN 37421
423.498.7020
PARRIS_JAMASON@HCDE.ORG
Purchase Order Number:



Please Attach a Copy of this Pricing Proposal to Purchase Order

Date: 11.04.2019

ISBN	Tennessee Pricing	2019 Cost Per Unit	Qty	Educator Price	EMC Offer
	Qué Chevére Student Materials				
	iQue chevere! Passport + Print Text (5-yr license) - Level 1	\$142.95	7003	\$1,001,078.85	\$1,001,078.85
	iQue chevere! Passport + Print Text (5-yr license) - Level 2	\$142.95			
	iQue chevere! Passport + Print Text (5-yr license) - Level 3	\$142.95			
	iQue chevere! Passport + Print Text (5-yr license) - Level 4	\$142.95			
	Qué Chevére Teacher Resources				
	iQue chevere! eATE + Program eResources (5-yr license) - Level 1	\$452.95	200	\$90,590.00	\$0.00
	iQue chevere! eATE + Program eResources (5-yr license) - Level 2	\$452.95			
	iQue chevere! eATE + Program eResources (5-yr license) - Level 3	\$452.95			
	iQue chevere! eATE + Program eResources (5-yr license) - Level 4	\$452.95			
	T'es Branché Student Materials				
9781533838568	T'es branche? Passport + Print Text (5-yr license) - Level 1	\$142.95	1197	\$171,111.15	\$171,111.15
9781533838582	T'es branche? Passport + Print Text (5-yr license) - Level 2	\$142.95			
9781533839176	T'es branche? Passport + Print Text (5-yr license) - Level 3	\$142.95			
	T'es Branché Teacher Resources				
9781533838476	T'es branche? eATE + Program eResources (5-yr license) - Level 1	\$452.95	35	\$15,853.25	\$0.00
9781533838506	T'es branche? eATE + Program eResources (5-yr license) - Level 2	\$452.95			
9781533839152	T'es branche? eATE + Program eResources (5-yr license) - Level 3	\$452.95			
	Deutsch Aktuell Student Materials				
9781533839770	Deutsch Aktuell Passport + Print Text (5-yr license) - Level 1	\$142.95	967	\$138,232.65	\$138,232.65
9781533839787	Deutsch Aktuell Passport + Print Text (5-yr license) - Level 2	\$142.95			
9781533839794	Deutsch Aktuell Passport + Print Text (5-yr license) - Level 3	\$142.95			
	Deutsch Aktuell Teacher Resources				
9781533839626	Deutsch Aktuell eATE + Program eResources (5-yr license) - Level 1	\$452.95	28	\$12,682.60	\$0.00
9781533839633	Deutsch Aktuell eATE + Program eResources (5-yr license) - Level 2	\$452.95			
9781533839640	Deutsch Aktuell eATE + Program eResources (5-yr license) - Level 3	\$452.95			
	Zhen Bang! Student Materials				
9781533839497	Zhen Bang! Passport + Print Text (5-yr license) - Level 1	\$142.95	99	\$14,152.05	\$14,152.05
9781533839497	Zhen Bang! Passport + Print Text (5-yr license) - Level 1	\$142.95			
	Zhen Bang! Teacher Resources				
9781533839329	Zhen Bang! eATE + Program eResources (5-yr license) - Level 1	\$452.95	3	\$1,358.85	\$0.00
9781533839381	Zhen Bang! eATE + Program eResources (5-yr license) - Level 2	\$452.95			
	Professional Development	\$2,500.00	16	\$40,000.00	\$0.00
Subtotal:				\$1,485,059.40	\$1,324,574.70
TN Book Company determines Shipping and handling:					

Total Educator Price:	\$1,485,059.40
Total School / District Savings:	\$160,484.70
AMOUNT SCHOOL / DISTRICT PAYS (EMC OFFER):	\$1,324,574.70

Send with PO to: EMC Publishing
ATTN: Sales Support
875 Montreal Way
St. Paul, MN 55102
Fax: 412-690-2444

Account Executive: DeNitra Payne
dpayne@carnegielearning.com
901.867.6257



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

Memorandum

To: Hamilton County Board of Education

Bryan Johnson, Ed.D.
Superintendent

From: Brent Goldberg, CPA
Chief Business Officer

Date: November 21, 2019

Re: Beeler Impression Products, Inc.

Approval is recommended for a district wide multi-functional copier/scanner/printer lease and service contract with Beeler Impression Products, Inc. This contract will replace all existing multi-functional copier/scanner/printer contracts throughout the district with one centralized contract.

Pursuant to Bid 20-10 Beeler Impression Products, Inc. offered the best value proposal that meets specifications. This centralized contract will increase the level of service to schools while also providing cost savings to the district of approximately \$150,000 per year. Additional cost savings can likely be achieved once the centralized contract is in place and the vendor performs a district-wide needs assessment and analysis of copier/printer/scanner usage; which is required by the contract.

The initial term of the contract is December 1, 2019 through June 30, 2023 and may be extended for two years, one year at a time.

The contract will be funded through the general-purpose operating budget.

Attached, please find the proposed contract for your approval.

**Hamilton County Department of Education
and
Beeler Impression Products, Inc.**

THIS CONTRACT is made and entered into by and between Hamilton County Department of Education, hereinafter referred to as "HCDE" and Beeler Impression Products, Inc., hereinafter referred to as "Contractor.

WHEREAS, HCDE issued a Request for Proposals for Multi-Functional Copier/Scanner/Printer Lease and Services (Invitation for RFP File 20-10); and

WHEREAS, Contractor submitted a proposal in accordance with said requested specifications, which HCDE determined to be the most responsible and responsive proposal meeting its specifications; and

WHEREAS, Contractor agrees and undertakes to provide said services for HCDE, as set forth in this contract, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of HCDE, the Contractor agrees in all respects, to be governed by the terms of this contract;

SO THEREFORE in consideration of mutual covenants and promises contained herein, the parties hereto enter into this Contract to set forth their respective rights and obligations and do mutually agree as follows:

1. Scope of this Contract.

- A. The Contractor's performance shall be covered solely by the terms and conditions set forth in this Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time, and the acceptance by HCDE of any goods to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by HCDE of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in this Contract. Any different or additional terms, other than those herein, contained in the Contractor's acceptance are hereby objected to.
- B. The terms of this Contract do hereby supersede and replace any prior understandings, arrangements, agreements or other contracts related to copier/scanner/printer lease services between the Contractor and HCDE. To the extent that there may be any other contracts in place between Contractor and HCDE or any of its departments or schools, Contractor agrees that these will terminate as of the effective date of this Contract.

- C. This Contract does not establish an exclusive relationship between HCDE and the Contractor, and HCDE reserves the right to purchase these goods/services from other sources if the need arises.
- 2. **Term of this Contract.** This Contract commences on the 1st day of December 2019 and ends the 30th day of June 2023. Upon the mutual agreement of the Contractor and HCDE, the award may be extended for an additional two (2) years, one (1) year at a time for a total of five (5) years, unless terminated in conformity with the terms and conditions of this Contract.
- 3. **Termination.** HCDE may terminate this agreement with or without cause at any time. Fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid. The Contractor shall be required to pick up and remove equipment and remaining consumable supplies at the expiration of the Contract at no additional cost to HCDE.
- 4. **Appropriations.** In the event no funds are appropriated by HCDE for High Speed Printers in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 5. **Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under the Contract for inspection by HCDE or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.
- 6. **Compliance with all federal, state, and municipal laws.** Contractor represents that it is familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of High-Speed Printers, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 7. **Defense and indemnity.** Contractor shall indemnify, defend, save and hold harmless HCDE, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents of employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.
- 8. **Delivery.**
 - A. **Location of Delivery/Service-** All equipment and supplies will be for HCDE as directed by the purchase order. All price quotes must be F.O.B. destination. Deliveries, other than for parts used in repair by the proposer, must be accompanied by Delivery Tickets or Packing Slips. These shall

contain the following information for each item delivered: Purchase Order Number; Item Number; Name of Article; Quantity; and Supplies.

- B. **Time of Delivery/Service-** To ensure adequate service level for HCDE, HCDE requires that all goods ordered and services rendered will be delivered/completed when specified. Time is, therefore, the essence of this Contract. If repairs are not made at the time agreed upon, the HCDE reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.
9. **Relocation of Copiers.** The Contractor agrees that, upon timely request by HCDE, it shall move and/or relocate any machine leased to HCDE under this agreement to any location in HCDE as HCDE designates. In doing so, it is understood that HCDE will not be charged any relocation, installation or further delivery fee. The Contractor also agrees to provide connectivity installation, to any HCDE computer, at no additional charge. In addition, the Contractor agrees to pick-up any equipment once the lease term has expired at no additional charge to HCDE.
10. **Insurance.** The Contractor shall provide Workman's Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances in the following minimum amounts: Commercial General Liability: Primary Coverage, General Aggregate \$3,000,000; Products/Completed Operations \$1,000,000; Personal and Advertising Injury \$1,000,000; Excess Liability following Primary Form \$2,000,000. Automobile Liability \$1,000,000; Excess Liability Following Primary Form \$2,000,000. All insurance must be occurrence based. The Contractor must add HCDE as an additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement # for each additional named insured.
11. **Inspection and Acceptance.** All material which is discovered to be defective or which does not conform to any warranty of the seller herein upon initial inspection, or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the HCDE's discount privileges. Such right to return offered to the HCDE arising from the HCDE's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the HCDE may have therefore.
12. **Services and Maintenance.** Contractor must include, at a minimum, a three (3) year service agreement on each copier with an option to extend for two (2) additional one (1) year periods, corresponding with the additional renewal options of the contract. The service period shall commence upon the delivery and installation date of the copier.

- A. The Contractor will be responsible for providing an assigned factory trained service technician, along with an assigned back-up service technician. The Contractor shall provide a qualified technician will arrive on-site with adequate tools, parts, and equipment to perform most anticipated repairs.
- B. Upon receiving a service call, the service maintenance provider shall give the HCDE a unique reference number for the call. The service maintenance provider shall be provided with a contact person's name, phone number, and a description of the problem. It will be the responsibility of the service maintenance provider to call the contact person and arrange to send a customer engineer to an agreed location where the service shall be provided. The contact person must receive a response within one (1) hour from the time the call was received by the service maintenance provider. A maximum three (3) hour on-site arrival response time must be maintained for all service calls. Total allowed response time will be four (4) hours (including both call and on-site response times) unless that time period falls outside normal business hours. In such cases the allowed response time will be within the first two (2) hours of business the next business day.
- C. If any service call results in a copier being out of service for a period of (48) hours or more, the Contractor must supply a copier, on loan, at no additional cost to the HCDE. If the repaired machine does not operate to the HCDE's satisfaction, the Contractor will replace the machine with a new copier within five (5) days of notification.
- D. The service maintenance provider is responsible for the ordering and receiving of all replacement parts. The Contractor shall handle all service issues with the copier's manufacturer. For those occasions in which a replacement part is required, that part must be new, not remanufactured, and available to the service maintenance provider by the next business day.
- E. The Contractor must expressly warrant that the copier's supplies under this contract are fit for the purpose for which they are intended and that the copiers are new and are not reconditioned.
- F. External industrial strength surge suppression devices must be covered for the duration of the contract. The external surge suppression/power filter equipment will be replaced free of charge if it fails and the manufacturer will repair or replace any machine damaged by power surges when properly connected to the external surge suppression/power filter equipment.

- G. The Contractor and/or the service maintenance provider shall track and report the service history of each copier. The history must include, at a minimum, the component that failed, the date unit was received, and the date unit was returned. In addition to history by individual copier, reports must also show areas of failure in aggregate and be able to calculate the average duration it takes to repair units. Printed reports shall be provided to HCDE when requested.
 - H. The Contractor shall conduct a needs assessment for all HCDE locations to determine whether each locations need is being met by their current equipment and to determine if new or additional equipment is required. Current model copiers meeting the needs of its location shall remain in place until such time that a replacement is required and agreed upon by both the Contractor and HCDE.
13. **Responsibility for Supplies/Services.** The Contractor shall be responsible for supplies until they are delivered and installed at the designated delivery point; and the Contractor shall bear all risk for rejected and recalled supplies after notice of rejection. These will be replaced free of charge upon notice of recall/rejection or if wrong parts are bought.
14. **Independent contractor.** Contractor and its employees shall serve as independent contractors and HCDE shall not be in any manner responsible for any payment, insurance, or incurred liability.
15. **Invoicing and reporting requirements.** Contractor shall invoice HCDE for the Multi-Functional Copier/Scanner/Printer lease and Services at:

Hamilton County Department of Education
Attn: Accounts Payable
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges. Invoices will be returned for correction unless they contain the following information: Purchase Order Number; Item Numbers; Item; Quantity; Unit; Price; Extensions; and Total.

16. **Nondiscrimination and non-conflict statements.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

17. **Payment.** Subject to HCDE's review and approval of all invoices for worked performed, HCDE shall pay Contractor the amount as agreed upon in Pricing Schedule A, B, and C which is attached hereto. Contractor shall not begin performance unless and until having received written notification to proceed from HCDE. The Contractor shall pursue all work diligently end in workman like manner until completion asdirected by HCDE.
18. **Additions or Deletions of Goods.** HCDE reserves the right to add or delete goods or services as the need arises. If items are to be added, HCDE and the Contractor will arrive at a mutually agreed price.
19. **Prohibition againstassignment and delegation.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of HCDE. Contractor shall not delegate any duty under this Contract without prior written consent of HCDE.
20. **Right to inspect.** HCDE reserves the right to make periodic inspections of the manner and means the services are performed. Contractor shall cooperate fully with any such inspection.
21. **Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.
22. **TN Cooperative Purchasing.** HCDE reserves the right to extend the terms, conditions and prices of this contract to other institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or proposals. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. The Contractor agrees that HCDE shall bear no responsibility or liability for any agreements between the Contractor and the other Institution(s) who desire to exercise this option.
23. **This Contract** shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Hamilton County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

HAMILTON COUNTY DEPARTMENT OF EDUCATION

By: _____

Printed Name: _____

Title: _____

Date: _____

BEELER IMPRESSION PRODUCTS, INC.

By: Ray Beeler

Printed Name: Ray Beeler

Title: President

Date: 10-31-19

Schedule A: Specifications

Multiple Black & White MF Device (copier/scanner/printer/fax)

Minimum Equipment Specifications:

1. Multifunction copier/scanner/printer/fax shall be capable of producing double-sided prints/copies.
2. Multifunction copier/scanner/printer/fax rated at a speed ranging from 30 - 75 prints per minute (ppm) and faster are required to have the capability of printing on stock ranging from 20 lb. Bond to 110 lb. index, on sizes letter (8 ½ x 11), legal (8 ½ x 14) and ledger (11 x 17).
3. Multifunction copier/scanner/printer/fax shall have an automated stapling system, capable of stapling a minimum of 20+ sheets of 20 lb. paper.
4. Multifunction copier/scanner/printer/fax shall have a finisher for hole punching.
5. Multifunction copier/scanner/printer/fax shall have full offset stacking and finishing (stapling only) capabilities.
6. Multifunction copier/scanner/printer/fax shall possess an automated document feeder, with a minimum capacity of 50 sheets of 20 lb. bond paper.
7. Multifunction copier/scanner/printer/fax shall have a bypass tray for the purpose of printing on specialized stock.
8. Multifunction copier/scanner/printer/fax shall have zoom capabilities from 64% to 200%.
9. Multifunction copier/scanner/printer/fax shall be brand new, unused and current model.
10. Multifunction copier/scanner/printer/fax shall have image shift capabilities.
11. Multifunction copier/scanner/printer/fax shall be operational as a "walk-up" digital copier, whether on HCDE's network or not.
12. Multifunction copier/scanner/printer/fax shall have PIN code and/or mailbox secured access for users.
13. Multifunction copier/scanner/printer/fax shall be capable of scanning. Identify all formats available (e.g. PDF, MS Word, MS PowerPoint, etc.)
14. Multifunction copier/scanner/printer/fax shall be capable of faxing.

Schedule A – Black and White Copiers

3,000 copies per month:

- 30 copies per minute
- Network print/scan
- Color scan
- Cabinet
- Fax
- Reduction & enlargement
- One paper trays & bypass
- Minimum paper capacity: 250 sheets
- Copy size: 5.5 x 8.5 to 8.5 x 14
- Single Pass Document Feeder

7,500 copies per month:

- 30 copies per minute
- Network print/scan
- Color scan
- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 1000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Document Feeder

10,000 copies per month:

- 40 copies per minute
- Network print/scan
- Color scan
- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 1000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Document Feeder

20,000 copies per month:

- 40 copies per minute
- Network print/scan
- Color scan
- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 1000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Document Feeder

30,000 copies per month:

- 40 copies per minute
- Network print/scan
- Color scan
- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 1000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Document Feeder

40,000 copies per month:

- 60 copies per minute
- Network print/scan
- Color scan
- Cabinet
- Reduction & enlargement
- One 3000 & two 500 sheet paper trays & bypass
- Minimum paper capacity: 4000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Pass Document Feeder

50,000 copies per month:

- 75 copies per minute
- Network print/scan
- Color scan
- Cabinet
- Reduction & enlargement
- One 3000 & two 500 sheet paper trays & bypass
- Minimum paper capacity: 4000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Pass Document Feeder

Schedule A: Pricing

Schedule A – Black and White Copiers		
Volume Band	Manufacture & Model	Cost Per Month
II: 3,000 Copies	Copier #1:	\$22.30
	Additional Feature: Fax	Included
	Additional Feature: 2nd Paper Tray	\$1.99
	Additional Feature: 2nd and 3rd Paper Tray	\$3.98
IV: 7,500 Copies	Copier #1:	\$51.95
	Additional Feature: Fax	\$8.66
	Additional Feature: 2nd and 3rd Paper Tray	\$5.57
	Additional Feature: External Finisher (50 Page)	\$12.89
V: 10,000 Copies	Copier #1:	\$59.77
V: 10,000 Copies	Copier #2:	\$58.18
	Additional Feature: Fax	\$8.66
	Additional Feature: 2nd and 3rd Paper Tray	\$5.57
	Additional Feature: External Finisher (50 page)	\$12.89
	Additional Feature: External Finisher (50 page) with Hole Punch	\$17.87
VI: 20,000 Copies		\$58.23
	Copier #1:	\$57.41
VI: 20,000 Copies	Copier #2:	
	Additional Feature: Fax	\$8.66
	Additional Feature: 3rd Paper Tray	\$5.57
	Additional Feature: 3rd and 4th Paper Tray	\$7.50
	Additional Feature: External Finisher (50 page)	\$12.89
	Additional Feature: External Finisher (50 page) with Hole Punch	\$17.87

Schedule A – Black and White Copiers		
Volume Band	Manufacture & Model	Cost Per Month
VII: 30,000 Copies	Copier #1:	\$59.77
VII: 30,000 Copies	Copier #2:	\$58.18
	Additional Feature: Fax	\$8.66
	Additional Feature: 3rd Paper Tray	\$5.57
	Additional Feature: 3rd and 4th Paper Tray	\$7.50
	Additional Feature: External Finisher (50 page)	\$12.89
	Additional Feature: Booklet Finisher with Hole Punch	\$29.97
VII: 40,000 Copies	Copier #1:	\$90.35
VII: 40,000 Copies	Copier #2:	\$88.76
	Additional Feature: Fax	\$8.66
	Additional Feature: LCT Paper Tray	\$9.95
	Additional Feature: External Finisher (50 page)	\$12.89
	Additional Feature: External Finisher (50) with Hole Punch	\$17.87
	Additional Feature: External Finisher (50) with Hole Punch, Saddle Stitch	\$29.97
VIII: 50,000 Copies	Copier #1:	\$157.71
VIII: 50,000 Copies	Copier #2:	\$157.71
	Additional Feature: Fax	\$7.21
	Additional Feature: LCT Paper Tray	\$12.31
	Additional Feature: External Finisher (50 page)	\$20.67
	Additional Feature: External Finisher (50 page) with Hole Punch	\$25.74
	Additional Feature: Booklet Finisher with Hole Punch	\$51.05
Swipe Fee	State price per copy rate for all volume bands for Schedule A	\$.0054

Schedule B: Specifications

Multiple Color MF Device (copier/scanner/printer/fax)

Minimum Equipment Specifications:

1. Multifunction copier/scanner/printer/fax shall be capable of producing double-sided prints/copies.
2. Multifunction copier/scanner/printer/fax rated at a speed of 45 - 65 prints per minute (ppm) and faster are required to have the capability of printing on stock ranging from 20 lb. Bond to 110 lb. index, on sizes letter (8 ½ x 11), and legal (8 ½ x 14)
3. Multifunction copier/scanner/printer/fax shall have a finisher for hole punching.
4. Multifunction copier/scanner/printer/fax shall have full offset stacking and finishing (stapling only) capabilities.
5. Multifunction copier/scanner/printer/fax shall possess an automated document feeder, with a minimum capacity of 50 sheets of 20 lb. bond paper.
6. Multifunction copier/scanner/printer/fax shall have a bypass tray for the purpose of printing on specialized stock.
7. Multifunction copier/scanner/printer/fax shall have zoom capabilities from 64% to 200%.
8. Multifunction copier/scanner/printer/fax shall be brand new, unused and current model.
9. Multifunction copier/scanner/printer/fax shall have image shift capabilities.
10. Multifunction copier/scanner/printer/fax shall be operational as a "walk-up" digital copier, whether on the HCDE's network or not.
11. Multifunction copier/scanner/printer/fax shall have PIN code and/or mailbox secured access for users.
12. Multifunction copier/scanner/printer/fax shall be capable of scanning. Identify all formats available (e.g. PDF, MS Word, MS PowerPoint, etc.)
13. Multifunction copier/scanner/printer/fax shall be capable of faxing.

Color Copiers:

3,000 copies per month:

- 45 copies per minute black & color
- Network color print
- Color scan
- Cabinet
- Reduction & enlargement
- One paper trays & bypass
- Minimum paper capacity: 250 sheets
- Copy size: 5.5 x 8.5 to 8.5 x 17
- Single Pass Document Feeder

5,000 copies per month:

- 45 copies per minute black & color
- Network color print
- Color scan
- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 500 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Pass Document Feeder

7,500 copies per month:

- 45 copies per minute black & color
- Network color print
- Color scan
- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 1000 sheets
- Copy size: 5.5 X 8.5 to 11 X 17
- Single Pass Document Feeder

10,000 copies per month:

- 45 copies per minute black & color
- Network color print
- Color scan
- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 1000 sheets
- Copy size: 5.5 X 8.5 to 11 X 17
- Single Pass Document Feeder

20,000 Copies per Month:

- 45 copies per minute black & color
- Network color print
- Color scan

- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 500 sheets
- Copy size: 5.5 X 8.5 to 11 X 17
- Single Pass Document Feeder

30,000 Copies per Month:

- 45 copies per minute black & color
- Network color print
- Color scan
- Cabinet
- Reduction & enlargement
- One 3000 & two paper trays & bypass
- Minimum paper capacity: 4000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Pass Document Feeder

40,000 Copies per Month:

- 65 copies per minute black & color
- Network color print
- Color scan
- Reduction & enlargement
- One 3000 & two paper trays & bypass
- Minimum paper capacity: 4000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Pass Document Feeder

Schedule B: Pricing

Pricing Schedule B - Color Copiers		
Volume Band	Manufacture & Model	Cost Per Month
I: 3,000 Copies	Copier #1:	\$70.67
	Additional Feature: Fax	\$7.54
	Additional Feature: 2nd Paper Tray	Included
	Additional Feature: 2nd and 3rd Paper Tray	\$7.07
II: 5,000 Copies	Copier #1:	\$95.26
	Additional Feature: Fax	\$11.21
	Additional Feature: 3rd Paper Tray	\$5.57
	Additional Feature: 3rd and 4th Paper Tray	\$8.28
	Additional Feature: External Finisher (1000 sheet)	\$12.89
III: 7,500 Copies	Copier #1:	\$95.26
III: 7,500 Copies	Copier #2:	\$93.67
	Additional Feature: Fax	\$11.21
	Additional Feature: 3rd Paper Tray	\$5.57
	Additional Feature: 3rd and 4th Paper Tray	\$8.28
	Additional Feature: External Finisher (1000 sheet)	\$12.89
	Additional Feature: External Finisher with Hole Punch	\$17.87
IV: 10,000 Copies	Copier #1:	\$95.60
IV: 10,000 Copies	Copier #2:	\$93.67
	Additional Feature: Fax	\$11.21
	Additional Feature: 3rd Paper Tray	\$5.57
	Additional Feature: 3rd and 4th Paper Tray	\$8.28
	Additional Feature: External Finisher (1000 sheet)	\$12.89
	Additional Feature: External Finisher with Hole Punch	\$17.87
	Additional Feature: Booklet Finisher with Hole Punch	\$29.97

Schedule B - Color Copiers		
Volume Band	Manufacture & Model	Cost Per Month
V: 20,000 Copies	Copier #1:	\$95.26
V: 20,000 Copies	Copier #2:	\$93.67
	Additional Feature: Fax	\$11.21
	Additional Feature: 3rd Paper Tray	\$5.57
	Additional Feature: 3rd and 4th Paper Tray	\$8.28
	Additional Feature: External Finisher (1000 sheet)	\$12.89
	Additional Feature: External Finisher with Hole Punch	\$17.87
	Additional Feature: Booklet Finisher with Hole Punch	\$29.97
VI: 30,000 Copies	Copier #1:	\$95.26
VI: 30,000 Copies	Copier #2:	\$93.67
	Additional Feature: Fax	\$11.21
	Additional Feature: LCT Paper Tray	\$22.52
	Additional Feature: External Finisher (1000 sheet)	\$12.89
	Additional Feature: External Finisher with Hole Punch	\$17.87
	Additional Feature: Booklet Finisher with Hole Punch	\$29.97
VII: 40,000 Copies	Copier #1:	\$233.89
VII: 40,000 Copies	Copier #2:	\$233.89
	Additional Feature: Fax	\$11.56
	Additional Feature: LCT Paper Tray	\$42.89
	Additional Feature: External Finisher (1000 sheet)	\$20.67
	Additional Feature: External Finisher with Hole Punch	\$25.74
	Additional Feature: Booklet Finisher with Hole Punch	\$51.05
B&W Copies	Price per copy for all volume bands for Schedule B for Black & White Copies	\$.0054
Color Copies	Price per copy for all volume bands for Schedule B for Color Copies	\$.048

Schedule C: Specifications

Wide Format MFP Copiers

- 250 Linear Feet per Month:
- Up to 6 "D" prints per minute
- Network print / color scan
- Table / stand
- Reduction & enlargement
- Two roll paper feeder & single sheet bypass
- Copy / print / scan size: 36"
- Document feeder

Poster Maker

- 24" Wide
- Network Printing
- Multiple Copies
- Automatic Cutter
- Scan to Print

Schedule C: Pricing

Schedule C Wide Format MFP Copiers/ Poster Maker		
Volume Band	Manufacture & Model	Cost Per Month
I:	Copier #1:	\$132.51
III	Poster Maker #1	\$27.25
IV	Poster Maker #1	\$27.25
	Additional Feature: Stand	\$6.23
	Rate per linear foot for Wide Format MFP Copiers	\$1.75
	Rate per copy for Poster Maker	\$1.89

Required Services for all Multifunction devices:

Contractor will provide services and supplies to the multifunction devices. This consist of:

1. Consumable supplies
2. Fix/Repair and maintenance services
3. Contractor assumes all responsibility for hardware performance due to service parts and components.
4. Contractor will assume responsibility for disposal of and recycling of all service parts
5. Contractor will supply HCDE with a call completion notification in electronic format.

6. Excluded from the requirements are delays resulting from acts of nature, accidents, or extreme weather conditions.
7. Preventative Maintenance Schedules planned and completed according to manufacturers' recommended service schedules
8. End-user support
 - a. Provide a single point of contact for HCDE staff
 - b. Unlimited phone support on all initial service calls during normal business hours, 6:00 A.M. to 4:30 P.M. EST, Monday through Friday except for statutory holidays.
 - c. Unlimited network support during normal business hours, 6:00 A.M. to 4:30 P.M. EST, Monday through Friday except for statutory holidays.
9. Unlimited customer training and updates.
10. HCDE requires that the Contractor fulfills the supply expectations:
11. Black and white toner may not be off brand and must be OEM. No substitutes will be accepted.
12. Color toner must be OEM. No substitutes will be accepted.
13. Unlimited toner.
14. Consumable supplies must meet original equipment manufacturers specifications.
15. Consumable supplies must not exceed 0.5% failure rate.
16. Contractor assumes all responsibility for hardware performance due to consumable supplies.
17. Contractor retains ownership of all consumables inventory.
18. Down time due to lack of consumable supplies is not acceptable.
19. Contractor is responsible for delivery of supplies to point of need.
20. HCDE is interested in online ordering services for the consumable supplies.
21. Any additional consumables supplies required for well function of the multifunction devices.

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

MEMORANDUM

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

FROM: Jill Levine, Chief of Innovation & Choice

DATE: November 21, 2019

RE: Purchase of Choral Music Texts

The Textbook Adoption Committee selected Voices in Concert as digital and text hybrid resources for choral music classes. The Board approved these textbooks/resources in April of 2018. The purchase of these resources for the 2019-2020 school year is recommended.

The total amount requested is \$176,497.45. If approved, the materials will be purchased through McGraw-Hill and funds will come out of the Textbook budget. Quote attached.

Thank you for your consideration.

Because learning changes everything.®

ORDER FORM FOR:

Hamilton Co School District

SUBSCRIPTION/DIGITAL CONTACT:

ACCOUNT NUMBER: 408902

CONTACT:

SALES REP INFORMATION:

Jerome Weaver

jerry.weaver@mheducation.com

865-389-2231

Section Summary		Product Subtotal
Voices in Concert		\$175,275.42
	PRODUCT TOTAL*	\$175,275.42
	ESTIMATED S&H**	\$1,222.03
	ESTIMATED TAX**	\$0.00
	GRAND TOTAL*	\$176,497.45

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges are not included in the quote total. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw-Hill | PO Box 182605 | Columbus, OH 43218-2605

Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 11/05/2019

ACCOUNT NAME: Hamilton Co School District

EXPIRATION DATE: 12/20/2019

QUOTE NUMBER: DCONO-11052019-004

ACCOUNT #: 408902

PAGE #: 1



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Line Subtotal
Voices in Concert				
Level 1a				
HAL LEONARD VOICES IN CONCERT L1A GR 6 TREBLE CHORAL HYBRID SCHOOL 6 YEAR BUNDLE	978-0-02-144556-1	15	\$1,656.63	\$24,849.45
Level 1a Subtotal:				\$24,849.45
Level 1b				
HAL LEONARD VOICES IN CONCERT L1B GR 6-7 TREBLE CHORAL HYBRID SCHOOL 6 YR BUNDLE	978-0-02-133901-3	15	\$1,656.63	\$24,849.45
Level 1b Subtotal:				\$24,849.45
Level 2				
HAL LEONARD VOICES IN CONCERT L2 GR7-8 TREBLE CHORAL HYBRID SCHOOL 6 YEAR BUNDLE	978-0-02-141764-3	15	\$1,683.90	\$25,258.50
HAL LEONARD VOICES IN CONCERT L2 GR7-8 MIX CHORAL HYBRID SCHOOL 6 YR BNDL	978-0-02-141711-7	15	\$1,710.06	\$25,650.90
Level 2 Subtotal:				\$50,909.40
Level 3				
HAL LEONARD VOICES IN CONCERT L3 GR9-12 TREBLE CHORAL HYBRID SCHOOL 6 YR BUNDLE	978-0-02-134129-0	11	\$1,683.90	\$18,522.90
HAL LEONARD VOICES IN CONCERT L3 GR9-12 MIX CHORAL HYBRID SCHOOL 6 YR BNDL	978-0-02-134122-1	11	\$1,710.06	\$18,810.66
Level 3 Subtotal:				\$37,333.56
Level 4				
HAL LEONARD VOICES IN CONCERT L4 GR9-12 TREBLE CHORAL HYBRID SCHOOL 6 YR BUNDLE	978-0-02-136919-5	11	\$1,683.90	\$18,522.90
HAL LEONARD VOICES IN CONCERT L4 GR9-12 MIX CHORAL HYBRID SCHOOL 6 YR BNDL	978-0-02-141695-0	11	\$1,710.06	\$18,810.66
Level 4 Subtotal:				\$37,333.56
Voices in Concert Subtotal:				\$175,275.42

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw-Hill | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 11/05/2019

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QUOTE NUMBER: DCONO-11052019-004

ACCOUNT #: 408902

PAGE #: 2



Because learning changes everything.®

ORDER FORM FOR:

Hamilton Co School District

ACCOUNT NUMBER: 408902

CONTACT:

PRODUCT TOTAL*	\$175,275.42
ESTIMATED SHIPPING & HANDLING**	\$1,222.03
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$176,497.45

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges are not included in the quote total. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw-Hill School Education, LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw-Hill | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 11/05/2019

ACCOUNT NAME: Hamilton Co School District

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QUOTE NUMBER: DCONO-11052019-004

ACCOUNT #: 408902

PAGE #: 3



**HAMILTON
COUNTY
SCHOOLS**

Purchasing Department
3074 Hickory Valley Road
Chattanooga, TN 37421
Phone 423-498-7030 Fax 423-498-6677

**HAMILTON COUNTY SCHOOLS
BID OPENING – OCTOBER 31, 2019
PURCHASE OF MOTOR FUEL**

TABULATION SHEET

BIDDERS:

**Sweetwater Valley
Oil Co.**

Mansfield Oil Co.

Collins Oil Co.

JAT Oil Co.

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	16,000 gal	Gasoline, Unleaded Regular, Conventional/Clear	1.8245	29192.00	1.7136	27417.60	1.7450	27920.00	1.731	27696.00
	(For: Service Center)									

Recommend Award of Bid to: Mansfield Oil Company

Funds provided by: Warehouse Inventory Fund

2. Financial Reports

N

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: November 21, 2019

SUBJECT: Monthly Financial Report

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

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

REVENUES			General Purpose			Federal Programs		Self-Funded Programs		Child Nutrition		Grand Totals		
			Budget	Revised Budget	YTD Actual	Budget	Revised Budget	YTD Actual	Budget	Revised Budget	YTD Actual	Budget	Revised Budget	YTD Actual
LOCAL TAXES			230,600,000	230,600,000	7,052,803							230,600,000	230,600,000	7,052,803
LICENSES AND PERMITS			12,000	12,000	1,872							12,000	12,000	1,872
CHARGES FOR CURRENT SERVICES			543,000	543,000	121,749			3,814,990	3,815,426	953,960	3,699,602	3,699,602	826,035	8,057,592
OTHER LOCAL REVENUES			3,000,000	3,000,000	2,622,545			2,835,424	3,657,138	572,486	163,409	163,409	39,602	5,998,833
STATE OF TENNESSEE			173,110,000	173,110,000	34,033,744					-			-	173,110,000
OTHER STATE REVENUES			600,000	1,684,103	25,969						190,000	190,000	-	790,000
FEDERAL GOVERNMENT			850,000	850,000	155,499	30,939,539	33,277,831	1,046,580			17,051,674	17,051,674	3,872,736	48,841,213
OTHER SOURCES			1,285,000	1,285,000	215,000									1,285,000
RESERVES/FUND BALANCE			8,000,000	14,935,200					604,046					8,000,000
TOTAL REVENUES			418,000,000	426,019,303	44,229,181	30,939,539	33,277,831	1,046,580	6,650,414	8,076,610	1,526,446	21,104,685	21,104,685	4,738,373
EXPENDITURES														
REGULAR INSTRUCTION PROGRAM	71100		207,590,129	209,438,236	24,743,210	8,746,312	9,312,428	1,238,184	2,434,817	2,825,947	69,716			218,771,258
SPECIAL EDUCATION INSTR PROG	71200		42,092,235	42,458,854	6,713,144	4,748,150	4,781,605	1,378,752	300,000	300,000	24,080			47,140,385
VOCATIONAL ED INSTR PROG	71300		8,941,335	9,006,032	1,146,554	475,526	623,074	114,976		157,697	9,148			9,416,861
ATTENDANCE	72110		2,738,609	2,757,371	256,066									2,738,609
HEALTH SERVICES	72120		4,848,133	4,897,735	509,377		150	10,000	42,500	42,500	8,080			4,890,633
OTHER STUDENT SUPPORT	72130		13,847,708	14,311,134	1,543,599	3,414,555	3,590,802	374,695	75,655	416,310	11,929			17,337,918
REG INST SUPPORT	72210		12,524,627	13,561,579	3,133,015	7,477,787	7,802,430	1,150,233	277,938	615,924	96,608			20,280,352
SPECIAL ED INST SUPPORT	72220		3,387,635	3,462,220	474,332	3,281,875	3,335,955	842,298						6,669,510
VOCATIONAL ED INST SUPPORT	72230		246,915	248,209	48,211	12,500	65,500	2,055		345	-			259,415
EDUCATION TECHNOLOGY	72250		4,634,807	5,558,945	1,558,510	164,324	164,324	16,337						4,799,131
BOARD OF EDUCATION	72310		6,199,378	6,200,025	284,562				-	115,160	180,450			6,199,378
OFFICE OF SUPERINTENDENT	72320		2,285,392	2,297,361	392,702				91,230	91,230	9,469			2,376,622
OFFICE OF PRINCIPAL	72410		28,496,993	28,691,085	4,433,481									28,496,993
FISCAL SERVICES	72510		3,369,030	3,391,674	499,633				10,000	10,000	1,760			3,379,030
HUMAN RESOURCES	72520		1,858,157	1,869,156	321,605									1,858,157
OPERATION OF PLANT	72610		25,624,131	25,632,542	14,377,635									25,624,131
MAINTENANCE OF PLANT	72620		9,493,178	9,549,249	2,139,633				-	54,240	16,632			9,493,178
TRANSPORTATION	72710		18,940,008	18,961,307	2,832,011	266,340	253,553	88,865		20,000	600			19,206,348
CENTRAL AND OTHER	72810		388,597	674,891	368,745					8,983				388,597
FOOD SERVICE	73100											21,104,685	21,104,685	5,763,552
COMMUNITY SERVICES	73300		470,311	474,840	56,739	491,184	1,431,310	65,513	3,222,512	3,222,512	575,187			4,184,007
EARLY CHILDHOOD EDUCATION	73400		2,997,170	3,027,901	296,239				195,762	195,762	29,069			3,192,932
REGULAR CAPITAL OUTLAY	76100		197,000	197,000	5,406									197,000
EDUCATION DEBT SERVICE			975,000	975,000										975,000
EDUCATION CAPITAL PROJECTS			3,000,000	5,500,000	2,638,981									3,000,000
CHARTER SCHOOLS (TRANSFERS)			12,853,522	12,853,522		1,860,986	1,916,700							14,714,508
TRANSFERS-STATE GRANTS				23,435										-
TOTAL EXPENDITURES			418,000,000	426,019,303	68,773,390	30,939,539	33,277,831	5,281,908	6,650,414	8,076,610	1,032,728	21,104,685	21,104,685	5,763,552

3. Budget Amendments

a. Federal Grants and Self-Funded Programs

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

MEMORANDUM

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

FROM: Brent Goldberg, Chief Business Officer

DATE: November 21, 2019

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 FY2020 are recommended for your approval.

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

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

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

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

FEDERAL PROGRAMS
SOURCE OF FUNDS

November 21, 2019

BUDGET AMENDMENTS	OTHER FEDERAL THROUGH STATE 47100	TOTAL REVENUE	AMENDMENT ITEM #
Title I, Improving Basic Programs	-	-	1
Title II, Part A Teacher and Principal Training and Recruiting Grant	642,869	642,869	2
Title IV Part A, Student Support and Academic Enrichments Grant	238,820	238,820	3
School Improvement Grant	413,431	413,431	4
Adaptive Technology Grant	-	-	5
	1,295,120	1,295,120	

FEDERAL PROGRAMS
USE OF FUNDS

November 21, 2019

	REGULAR EDUCATION 71100	OTHER STUDENT SUPPORT 72130	INSTRUCTIONAL SUPPORT 72210	EDUCATIONAL TECHNOLOGY 72250	TRANSPORTATION 72710	INDIRECT COST 99100	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
BUDGET AMENDMENTS								
Title I, Improving Basic Programs	-	188	(49,842)	49,842		(188)	-	1
Title II, Part A Teacher and Principal Training and Recruiting Grant	12,500		630,367			2	642,869	2
Title IV Part A, Student Support and Academic Enrichments Grant	87,576		143,887		2,500	4,857	238,820	3
School Improvement Grant	39,584	8,047	352,010			13,790	413,431	4
Adaptive Technology Grant	(6,317)		6,317				-	5
	133,343	8,235	1,082,739	49,842	2,500	18,461	1,295,120	

STATE PROGRAMS
SOURCE OF FUNDS

November 21, 2019

BUDGET AMENDMENTS	STATE REVENUE 46000	TOTAL REVENUE	AMENDMENT ITEM #
Priority School State Grant	393,367	393,367	6
	393,367	393,367	

STATE PROGRAMS

USE OF FUNDS

November 21, 2019

	REGULAR EDUCATION 71100	INSTRUCTIONAL SUPPORT 72210	SPECIAL EDUCATION SUPPORT 72220	INDIRECT COST 99000	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
BUDGET AMENDMENTS						
Priority School State Grant	128,019	250,000	6,506	8,842	393,367	6
	128,019	250,000	6,506	8,842	393,367	

SELF FUNDED PROGRAMS
USE OF FUNDS

November 21, 2019

BUDGET AMENDMENTS	HEALTH SERVICES 72120	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Nursing Services	22,000	22,000	7
	22,000	22,000	

HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
TITLE I IMPROVING BASIC PROGRAMS
BUDGET FISCAL YEAR 2019-2020
FUND 050
AGENCY 142
ORGANIZATION 101
BUDGET BOOK SUMMARY

			AMENDED	INCREASE	DECREASE	AMENDED
TITLE I 2020 AWARD			12,841,421			12,841,421
STATE REALLOCATION			-			-
CARRYOVER FROM FY2019			2,238,009			2,238,009
TRANSFER TO CONSOLIDATED ADMIN			(948,913)			(948,913)
TOTAL TITLE I BUDGET			14,130,517	-	-	14,130,517
REVENUE 21010000 41427141			14,130,517	-		14,130,517
			AMENDED			AMENDED
			BUDGET			BUDGET
FUNCTION OBJECT	EXPENDITURE	DESCRIPTION	10/17/2019	INCREASES	DECREASES	11/21/2019
EXPENDITURES						
71100	116	Teachers	2,735,758			2,735,758
71100	134	Instructional Personnel--Tutors	148,854			148,854
71100	163	Educational Assistants	1,001,684			1,001,684
71100	198	Substitutes	90,478			90,478
71100	201	Social Security	245,163			245,163
71100	204	State Retirement	318,387			318,387
71100	206	Life Insurance	4,290			4,290
71100	207	Health Insurance	627,000			627,000
71100	208	Dental Insurance	22,770			22,770
71100	210	Unemployment Compensation	11,880			11,880
71100	212	Medicare	57,342			57,342
71100	299	Other Fringe Benefits	4,308			4,308
71100	336	Maintenance & Repair - Equipment	32,176			32,176
71100	399	Contracted Services	158,402			158,402
71100	429	Instructional Supplies & Materials	1,022,572			1,022,572
71100	599	Other Charges: field trips/charter reimburs	208,110		(7,000)	201,110
71100	722	Instructional Equipment	406,529	7,000		413,529
Total 71100			7,095,703	7,000	(7,000)	7,095,703
72130	123	Guidance Personnel	71,862			71,862
72130	130	Social Worker	70,762			70,762
72130	189	Other Salaries & Wages	929,739			929,739
72130	201	Social Security	66,583			66,583
72130	204	State Retirement	121,560			121,560
72130	206	Life Insurance	1,430			1,430
72130	207	Health Insurance	209,000			209,000
72130	208	Dental Insurance	7,590			7,590
72130	210	Unemployment Compensation	3,960			3,960
72130	212	Medicare	15,575			15,575
72130	299	Other Fringe Benefits	1,745			1,745
72130	355	Travel	5,600			5,600
72130	399	Contracted Services	18,794			18,794
72130	499	Other Supplies & Materials	54,796			54,796
72130	599	Other Charges	476,760	188		476,948
72130	790	Parent Resource Equipment	1,238			1,238
Total 72130			2,056,994	188	-	2,057,182

FUNCTION OBJECT		EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
72210	105	Supervisor/Director, Coordinators	169,248	-		169,248
72210	138	Technician	32,438		(32,438)	-
72210	162	Classified Extended Contracts	25,096			25,096
72210	189	Other Salaries	2,317,005			2,317,005
72210	196	Stipends	181,954			181,954
72210	201	Social Security	165,820		(2,011)	163,809
72210	204	State Retirement	276,934		(4,768)	272,166
72210	206	Life Insurance	2,399		(65)	2,334
72210	207	Health Insurance	340,860		(9,500)	331,360
72210	208	Dental Insurance	12,380		(345)	12,035
72210	210	Unemployment Compensation	6,458		(180)	6,278
72210	212	Medicare	39,564		(470)	39,094
72210	299	Other Fringe Benefits	4,868		(65)	4,803
72210	308	Consultants	121,341			121,341
72210	355	Travel	100			100
72210	499	Supplies & Materials (Staff Dev)	58,994		(4,850)	54,144
72210	524	Staff Development	218,903	4,850		223,753
72210	599	Other Charges	311,348			311,348
72210	790	Other Equipment	2,025			2,025
		Total 72210	4,287,735	4,850	(54,692)	4,237,893
72250	189	Other Salaries	84,022	32,438		116,460
72250	201	Social Security	5,209	2,011		7,220
72250	204	State Retirement	12,586	4,768		17,354
72250	206	Life Insurance	195	65		260
72250	207	Health Insurance	28,500	9,500		38,000
72250	208	Dental Insurance	1,035	345		1,380
72250	210	Unemployment Compensation	540	180		720
72250	212	Medicare	1,218	470		1,688
72250	299	Other Fringe Benefits	168	65		233
72250	599	Other Charges	83,518			83,518
		Total 72250	216,991	49,842	-	266,833
72710	314	Choice Transportation	113,676			113,676
		Total 72710	113,676	-	-	113,676
99000	590	Indirect Costs	359,418		(188)	359,230
		Total 99000	359,418	-	(188)	359,230
		GRAND TOTAL	14,130,517	61,880	(61,880)	14,130,517

GRANT SUMMARY--BUDGET

Total 72130	2,057,182	0	3,268	1,535,969	152,429	365,516
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HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
TITLE I IMPROVING BASIC PROGRAMS
BUDGET FISCAL YEAR 2019-2020
FUND 050
AGENCY 142
ORGANIZATION 101
GRANT SUMMARY--BUDGET

		21011000	21013*	Public &	21011036	2101104*
		Indirect costs	Eight	Charter	Pre-K	System-wide
		& Transfers	Private	School	Summary	School Support
		100	Schools	Summary	103	104
	Total					
52211051	Supervisor/Director	91,587				91,587
52211053	Coordinators	77,661				77,661
52211381	Technician	0		0		
52211621	Classified Extended Contracts	25,096		25,096		
52211894	Contracted Personnel--Part-time	101,375		101,375		
52211899	Salaries--Curriculum Coaches	2,215,630		1,387,266		828,364
52211961	Stipends	181,954		181,954		
52212011	Social Security	163,809		101,810		61,999
52212041	State Retirement	272,166		164,968		107,198
52212061	Life Insurance	2,334		1,464		870
52212071	Health Insurance	331,360		204,250		127,110
52212081	Dental Insurance	12,035		7,419		4,616
52212101	Unemployment Compensation	6,278		3,870		2,408
52212121	Medicare	39,094		24,594		14,500
52212991	Other Fringe Benefits	4,803		2,853		1,950
52213081	Consultants	121,341	29,294	91,947		100
52213551	Travel: food, lodging, transportation	100				100
52214999	Supplies & Materials (Staff Dev)	54,144	14,358	39,686		100
52215241	Staff Development	223,753	50,924	172,729		100
52215999	Staff Training Materials, Mtg expenses	311,348		311,348		
52217901	Other Equipment	2,025	1,000	1,025		
	Total 72210	4,237,893	0	95,576	2,823,654	0
						1,318,663
52251899	Computer Technician	116,460		116,460		
52252011	Social Security	7,220		7,220		
52252041	State Retirement	17,354		17,354		
52252061	Life Insurance	260		260		
52252071	Health Insurance	38,000		38,000		
52252081	Dental Insurance	1,380		1,380		
52252101	Unemployment Compensation	720		720		
52252121	Medicare	1,688		1,688		
52252991	Other Fringe Benefits	233		233		
52255999	Charges: Charter Tech Reimbursement	83,518		83,518		
	Total 72250	266,833	0	266,833	0	0
52713141	Choice Transportation	113,676	3,231	110,445		0
	Total 72710	113,676	0	3,231	110,445	0
59005901	Indirect Costs	359,230	359,230			
	Total 99000	359,230	359,230	0	0	0
	GRAND TOTAL	14,130,517	359,230	339,695	9,893,127	1,704,967
					1,833,498	

HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
TITLE I IMPROVING BASIC PROGRAMS
BUDGET FISCAL YEAR 2019-2020
FUND 050
AGENCY 142
ORGANIZATION 101
PUBLIC & CHARTER SCHOOL SUMMARY--
BUDGET

		Central High 501	East Ridge High 502	Red Bank High 505	Sequoyah High 507	Brainerd 510	HSAT 514	Lookout Val High 515	Tyner High 516
	Total								
EXPENDITURES									
<u>71100--Regular Instruction</u>									
51101161	Teachers	687,324							
51101166	Interventionists (part-time)	954,265					30,500		
51101345	Instructional Personnel--Tutors	127,796	5,000			6,116			
51101409	Teachers Supplements	434,991	11,000	25,000	20,000	8,750	20,000	15,269	7,200
51101631	Educational Assistants	506,765	0	10,089	19,547		0		22,714
51101981	Substitutes Non Degreed	90,478		2,550			6,858	1,020	
51102011	Social Security	173,699	682	2,644	2,452	543	2,044	3,131	1,854
51102041	State Retirement	181,096	1,169	3,407	5,054	930	3,042	2,126	4,167
51102061	Life Insurance	2,015		0	65		0		65
51102071	Health Insurance	294,500		0	9,500		0		9,500
51102081	Dental Insurance	10,695		0	345		0		345
51102101	Unemployment Compensation	5,580		0	180		0		180
51102121	Medicare	40,627	160	619	573	127	479	732	433
51102991	Other Fringe Benefits	2,179		0	39		0		45
51103361	Maintenance & Repair - Equipment	32,176					362		
51103999	Contracted Services--SES, Storytellers	28,001			4,500				
51104291	Instructional Supplies & Materials	985,547	7,964	50,359	2,567	2,285	58,866	12,042	13,016
51105999	Charges; field trips, etc	189,742		6,471		3,000	4,000	3,036	
51107221	Instructional Equipment	408,750	0	35,438	3,158	4,000	5,000	24,500	10,000
	Total 71100	5,156,226	20,975	141,577	67,980	19,635	106,767	59,525	55,700
<u>72130--Other Student Support--Parental Involvement</u>									
52131231	Guidance Personnel	71,862							
52131894	Parent Coordinator Part-time/ College :	163,188		35,000					
52131899	Parent Coordinator/Family Ptnr Sp/ Co	651,232				35,800	105,000		78,957
52132011	Social Security	55,047		2,170		2,220	6,511		4,895
52132041	State Retirement	100,060		0		5,363	15,728		11,828
52132061	Life Insurance	1,235		0		65	195		130
52132071	Health Insurance	180,500		0		9,500	28,500		19,000
52132081	Dental Insurance	6,555		0		345	1,035		690
52132101	Unemployment Compensation	3,420		0		180	540		360
52132121	Medicare	12,876		508		519	1,523		1,145
52132991	Other Fringe Benefits	1,368		0		72	211		158
52133995	Contracted Services - Software Licenc	11,500		5,500					
52133999	Contracted Services	6,794							5,000
52134999	Parent Involvement Supplies & Materials	43,405	2,808		1,600	150	1,400		2,000
52135999	Charges-Parent Mtg expenses	225,689		3,828	3,000	850	2,002	2,500	1,158
52137901	Parent Resource Equipment	1,238							2,000
	Total 72130	1,535,969	2,808	47,006	4,600	1,000	57,466	161,743	1,158

HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
TITLE I IMPROVING BASIC PROGRAMS
BUDGET FISCAL YEAR 2019-2020
FUND 050
AGENCY 142
ORGANIZATION 101
PUBLIC & CHARTER SCHOOL SUMMARY--
BUDGET

		Central High 501	East Ridge High 502	Red Bank High 505	Sequoyah High 507	Brainerd 510	HSAT 514	Lookout Val High 515	Tyner High 516	
	Total									
<u>72210--Support Instruction</u>										
52211381	Instructional Technology	0								
52211621	Classified Extended Contract	25,096	3,500	1,500			4,396	1,200		
52211894	Part-time Curriculum Coach	101,375	11,216	22,500	25,916	16,740				
52211899	Coach/other salaries	1,387,266	58,712	62,385	53,650	137,900	208,636			
52211961	Stipends	181,954		7,500	4,500		911	5,200		
52212011	Social Security	101,810	4,553	5,821	5,212	1,038	8,549	13,264	396	
52212041	State Retirement	164,968	6,765	7,653	6,181		14,659	22,934	733	
52212061	Life Insurance	1,464	65	65	65		130	228		
52212071	Health Insurance	204,250	9,500	9,500	9,500		19,000	33,250		
52212081	Dental Insurance	7,419	345	345	345		690	1,208		
52212101	Unemployment Compensation	3,870	180	180	180		360	630		
52212121	Medicare	24,594	1,065	1,362	1,219	243	1,999	3,102	92	
52212991	Other Fringe Benefits	2,853	124	128	107		275	426	2	
52213081	Consultants	91,947		0		7,500			10,121	
52214999	Other Supplies (Staff Development)	39,686		1,000	2,500			218		
52215241	Staff Development	172,729		650	10,000		5,000	1,000	10,000	
52215999	Staff Training Materials, Mtg expenses	311,348								
52217901	Other Equipment	1,025						500		
	Total 72210	2,823,654	96,025	120,589	119,375	18,021	191,062	293,985	9,341	20,121
52251899	Computer Technician	116,460					25,000			
52252011	Social Security	7,220					1,550			
52252041	State Retirement	17,354					3,745			
52252061	Life Insurance	260					65			
52252071	Health Insurance	38,000					9,500			
52252081	Dental Insurance	1,380					345			
52252101	Unemployment Compensation	720					180			
52252121	Medicare	1,688					362			
52252991	Other Fringe Benefits	233					50			
52255999	Charges: Charter Tech Reimbursemer	83,518								
	Total 72250	266,833	0	0	0	0	40,797	0	0	
52713141	Contracts w Public Carriers	110,445		6,000	2,200		18,500	4,000	15,000	
	Total 72710	110,445	0	6,000	2,200	0	18,500	4,000	15,000	
	GRAND TOTAL	9,893,127	119,808	315,172	194,155	38,656	373,795	560,050	66,199	230,803

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BUDGET

Charter Chattanooga Girls Leadership 530	Charter Chattanooga Sch of Excellen 532	Charter Chattanooga Sch Middle 632	Charter Chattanooga Preparatory School 393	Brown Middle 602	East Ridge Mid 603	Ooltewah Middle 604	Red Bank Middle 605	Howard Connect Academy 610	Dalewood Middle 613	East Lake Academy 614	Hixson Middle 615	Orchard Knob Middle 616	Tyner Middle Academy 618
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EXPENDITURES

71100--Regular Instruction

51101161	Teachers							60,698		30,000	54,539			
51101166	Interventionists (part-time)					57,120		31,680		25,250	31,898	51,340		
51101345	Instructional Personnel--Tutors			21,390					8,325		15,660			
51101409	Teachers Supplements			14,000		52,000	20,000	15,000		10,000		4,000	20,000	30,000
51101631	Educational Assistants								0	18,387			73,376	
51101981	Substitutes Non Degreed			2,040		5,525		1,275	3,060	1,700	850	1,825	4,250	5,950
51102011	Social Security			2,320		7,108	1,240	6,736	706	5,291	6,383	3,544	6,053	2,229
51102041	State Retirement			1,488		5,528	2,126	8,047		7,006	5,797	425	13,117	3,189
51102061	Life Insurance							65		65	65		260	
51102071	Health Insurance							9,500		9,500	9,500		38,000	
51102081	Dental Insurance							345		345	345		1,380	
51102101	Unemployment Compensation							180		180	180		720	
51102121	Medicare			543		1,662	290	1,575	165	1,238	1,492	829	1,416	521
51102991	Other Fringe Benefits							121		97	109		147	
51103361	Maintenance & Repair - Equipment					750				2,000			2,000	396
51103999	Contracted Services--SES, Storytellers									1,500		2,500		0
51104291	Instructional Supplies & Materials	15,785	4,438		9,962	14,573	30,943	17,308	5,052	28,992	8,199	72,565	10,301	50,555
51105999	Charges: field trips, etc	32,781	27,472	38,929	20,209	5,000	2,000			5,000	3,000	8,844		2,000
51107221	Instructional Equipment				9,136	20,800	17,000	1,396		12,000	8,000	5,000	7,000	20,000
	Total 71100	48,566	31,910	38,929	30,171	70,490	183,436	57,964	141,670	58,248	131,758	213,227	81,764	233,274
														115,550

72130--Other Student Support--Parental Involvement

52131231	Guidance Personnel						48,944		22,918						
52131894	Parent Coordinator Part-time/ College :								0	8,325					
52131899	Parent Coordinator/Family Ptnr Sp/ Co							0	13,908		37,417	54,104	24,170	76,960	
52132011	Social Security						3,035		2,283	516	2,320	3,354	1,499	4,772	
52132041	State Retirement						5,203		2,083		5,605	5,408	3,621	11,528	
52132061	Life Insurance						65	0	26		65	65	65	130	
52132071	Health Insurance						9,500		3,800		9,500	9,500	9,500	19,000	
52132081	Dental Insurance						345		138		345	345	345	690	
52132101	Unemployment Compensation						180		72		180	180	180	360	
52132121	Medicare						710	0	534	121	543	784	351	1,116	
52132991	Other Fringe Benefits						98	0	28		75	73	49	154	
52133995	Contracted Services - Software Licenc														
52133999	Contracted Services														
52134999	Parent Involvemnt Supplies & Materials				1,161		500	1,422	1,500	1,637	1,000	300	500	1,344	1,500
52135999	Charges-Parent Mtg expenses	31,094	68,981	54,932	915	1,161	4,700	1,422	1,500		1,000	5,630	1,708	1,344	1,500
52137901	Parent Resource Equipment														
	Total 72130	31,094	68,981	54,932	915	2,322	73,280	2,844	48,790	10,599	58,050	79,743	2,208	42,468	117,710

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PUBLIC & CHARTER SCHOOL SUMMARY--
BUDGET

	Charter Chattanooga Girls Leadership	Charter Chattanooga Charter Sch of Excellenc	Charter Chattanooga Charter Sch Middle	Charter Chattanooga Preparatory School	Brown Middle	East Ridge Mid	Ooltewah Middle	Red Bank Middle	Howard Connect Academy	Dalewood Middle	East Lake Academy	Hixson Middle	Orchard Knob Middle	Tyner Middle Academy
	530	532	632	393	602	603	604	605	610	613	614	615	616	618
<u>72210--Support Instruction</u>														
52211381 Instructional Technology											0			
52211621 Classified Extended Contract					4,000									
52211894 Part-time Curriculum Coach					6,000						19,003			
52211899 Coach/other salaries					72,800		53,587							
52211961 Stipends					2,000	10,000	0			1,000	6,000	4,200	4,000	5,000
52212011 Social Security					5,258	620	0			62	1,550	260	248	310
52212041 State Retirement					8,551	1,063	0			106	730	447	425	532
52212061 Life Insurance					65		65				0			
52212071 Health Insurance					9,500						0			
52212081 Dental Insurance					345						0			
52212101 Unemployment Compensation					180						0			
52212121 Medicare					1,230	145	777			15	363	61	58	73
52212991 Other Fringe Benefits					154		107				4			
52213081 Consultants										76	6,000		5,000	
52214999 Other Supplies (Staff Development)					1,461	2,000		0	1,000	2,000	500		2,300	2,000
52215241 Staff Development					1,500	28,000	5,000		3,000	77	7,000	4,413	5,000	10,000
52215999 Staff Training Materials, Mtg expenses	87,035	165,333		58,980										
52217901 Other Equipment														
Total 72210	87,035	165,333	0	58,980	113,044	41,828	59,536	0	4,000	3,336	41,150	9,381	17,031	17,915
52251899 Computer Technician											32,438			28,080
52252011 Social Security											2,011			1,741
52252041 State Retirement											4,768			4,206
52252061 Life Insurance											65			65
52252071 Health Insurance											9,500			9,500
52252081 Dental Insurance											345			345
52252101 Unemployment Compensation											180			180
52252121 Medicare											470			407
52252991 Other Fringe Benefits											65			56
52255999 Charges: Charter Tech Reimbursemer	30,359		53,159											
Total 72250	30,359	0	53,159	0	0	0	0	0	0	0	49,842	0	0	44,580
52713141 Contracts w Public Carriers					3,000	2,932	1,000			5,000	10,739	855	3,019	7,500
Total 72710	0	0	0	0	3,000	2,932	1,000	0	0	5,000	10,739	855	3,019	7,500
GRAND TOTAL	197,054	266,224	147,020	90,066	188,856	301,476	121,344	190,460	72,847	198,144	394,701	94,208	295,792	303,255

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PUBLIC & CHARTER SCHOOL SUMMARY--
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	Alpine Crest 702	East Ridge Elem 707	Harrison Elem 710	N Hamilton Elem 715	Wolftever Creek Elem 717	Red Bank Elem 718	Soddy Elem 722	Spring Creek Elem 723	Barger Acad 729	Clifton Hills Elem 731	Donaldson Elem 732	Dupont Elem 736	East Brainerd Elem 737
EXPENDITURES													
<u>71100--Regular Instruction</u>													
51101161 Teachers		168,936						61,882			88,184		
51101166 Interventionists (part-time)	41,760	45,000	12,000		33,600	37,200	22,192	43,200	41,760	40,600		63,360	
51101345 Instructional Personnel--Tutors				14,175						13,050	31,320		
51101409 Teachers Supplements			11,000			10,000	6,500	14,000		6,000	4,000		
51101631 Educational Assistants	9,891	19,326	0	20,186	17,888	42,848	9,360	65,306			21,373		17,980
51101981 Substitutes Non Degreed		202	4,550	10,210			11,220		1,700	2,086		5,100	1,700
51102011 Social Security	3,202	14,475	1,708	2,763	3,192	5,582	3,055	11,433	2,694	3,827	8,982	4,244	1,220
51102041 State Retirement		20,853	1,169		2,680	6,531	691	17,849		638	13,001		2,693
51102061 Life Insurance		260	0		65	130		260			130		65
51102071 Health Insurance		38,000	0		9,500	19,000		38,000			19,000		9,500
51102081 Dental Insurance		1,380	0		345	690		1,380			690		345
51102101 Unemployment Compensation		720	0		180	360		720			360		180
51102121 Medicare	749	3,385	400	647	746	1,305	715	2,674	631	895	2,101	993	285
51102991 Other Fringe Benefits		377	0		36	73		255			220		36
51103361 Maintenance & Repair - Equipment			1,500			10,000		153	500	0			1,000
51103999 Contracted Services--SES, Storytellers													
51104291 Instructional Supplies & Materials	7,182	5,000	40,862	981		15,750	3,901	22,911	9,371	52,328	60,388	8,017	20,284
51105999 Charges; field trips, etc									1,000	1,500			
51107221 Instructional Equipment		9,987	36,054			5,000		9,500	10,000	20,000	5,000		1,000
Total 71100	62,784	327,901	109,243	48,962	68,232	154,469	57,634	289,523	67,656	140,924	254,749	81,714	56,288
<u>72130--Other Student Support--Parental Involvement</u>													
52131231 Guidance Personnel			0										
52131894 Parent Coordinator Part-time/ College :		16,817							36,981	25,375			
52131899 Parent Coordinator/Family Ptnr Sp/ Co					25,012	20,861							39,556
52132011 Social Security		1,043	0		1,551	1,294			2,293	1,573			2,452
52132041 State Retirement			0		3,747	3,125							5,925
52132061 Life Insurance			0		65	39							65
52132071 Health Insurance			0		9,500	5,700							9,500
52132081 Dental Insurance			0		345	207							345
52132101 Unemployment Compensation			0		180	108							180
52132121 Medicare		244	0		363	302			536	368			574
52132991 Other Fringe Benefits			0		50	41							79
52133995 Contracted Services - Software Licenc													
52133999 Contracted Services													
52134999 Parent Involvement Supplies & Materials	1,134	1,000	1,928	1,000		1,300		1,324	1,000	1,130	1,000	1,500	
52135999 Charges-Parent Mtg expenses		1,003	5,902	188		1,328	1,488	2,000	1,268	2,500	1,500	96	3,390
52137901 Parent Resource Equipment													
Total 72130	1,134	20,107	7,830	1,188	40,813	34,305	1,488	3,324	42,078	30,946	2,500	1,596	62,066

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	Alpine Crest 702	East Ridge Elem 707	Harrison Elem 710	N Hamilton Elem 715	Wolftever Creek Elem 717	Red Bank Elem 718	Soddy Elem 722	Spring Creek Elem 723	Barger Acad 729	Clifton Hills Elem 731	Donaldson Elem 732	Dupont Elem 736	East Brainerd Elem 737
<u>72210--Support Instruction</u>													
52211381 Instructional Technology													
52211621 Classified Extended Contract													2,000
52211894 Part-time Curriculum Coach													
52211899 Coach/other salaries		58,000							65,877	138,007			
52211961 Stipends			9,800	455		20,000	2,000	1,000	5,000	15,000	5,000	9,000	10,000
52212011 Social Security		3,596	608	28		1,240	124	62	4,394	9,486	310	558	744
52212041 State Retirement		6,165	1,042	48		2,126	213	106	7,535	16,265	532	957	1,363
52212061 Life Insurance		65							65	130			
52212071 Health Insurance		9,500							9,500	19,000			
52212081 Dental Insurance		345							345	690			
52212101 Unemployment Compensation		180							180	360			
52212121 Medicare		841	143	7		290	29	15	1,028	2,219	73	131	175
52212991 Other Fringe Benefits		116							132	276			4
52213081 Consultants					3,000				1,250	0	10,000	28,000	5,000
52214999 Other Supplies (Staff Development)			1,000		3,161			1,000	1,000		1,500	2,000	2,000
52215241 Staff Development	4,500		4,000		4,850		2,000	500	3,250	22,358		8,778	5,000
52215999 Staff Training Materials, Mtg expenses													
52217901 Other Equipment			425										
Total 72210	4,500	78,808	17,018	538	11,011	23,656	4,366	2,683	99,556	223,791	17,415	49,424	26,286
52251899 Computer Technician													
52252011 Social Security													
52252041 State Retirement													
52252061 Life Insurance													
52252071 Health Insurance													
52252081 Dental Insurance													
52252101 Unemployment Compensation													
52252121 Medicare													
52252991 Other Fringe Benefits													
52255999 Charges: Charter Tech Reimbursemer													
Total 72250	0	0	0	0	0	0	0	0	0	0	0	0	0
52713141 Contracts w Public Carriers								6,400	500	5,000			
Total 72710	0	0	0	0	0	0	0	6,400	500	5,000	0	0	0
GRAND TOTAL	68,418	426,816	134,091	50,688	120,056	212,430	63,488	301,930	209,790	400,661	274,664	132,734	144,640

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BUDGET

	East Lake Elem 738	Eastside Elem 739	Hardy Elem 741	Hillcrest Elem 742	Hixson Elem 743	Lakeside Elem 745	Lookout Valley Elem 746	Orchard Knob Elem 747	Rivermont Elem 748	Shepherd Elem 749	Woodmore Elem 750	Brown Acad 752	Battle Acad 753
EXPENDITURES													
<u>71100--Regular Instruction</u>													
51101161 Teachers	62,400		43,680						51,235	65,770			
51101166 Interventionists (part-time)		36,000	41,760	40,600	38,280	20,000	0	34,652		38,400	48,089	35,840	12,184
51101345 Instructional Personnel--Tutors								0			12,760		
51101409 Teachers Supplements	12,000	25,772			4,000		20,000	10,000		7,000		12,500	
51101631 Educational Assistants	0	68,320	18,000		20,690		18,726						12,758
51101981 Substitutes Non Degreed	850	850	2,975	1,700	1,700			850	5,077	850	1,530	425	
51102011 Social Security	4,666	8,119	6,597	2,622	4,010	1,240	2,401	2,821	3,492	6,946	3,867	3,024	1,547
51102041 State Retirement	7,909	12,975	4,643		3,524		2,126	1,064	5,446	7,735		1,328	
51102061 Life Insurance	65	195	65		65				65	65			
51102071 Health Insurance	9,500	28,500	9,500		9,500				9,500	9,500			
51102081 Dental Insurance	345	1,035	345		345				345	345			
51102101 Unemployment Compensation	180	540	180		180				180	180			
51102121 Medicare	1,091	1,899	1,543	614	938	289	562	659	817	1,625	904	708	362
51102991 Other Fringe Benefits	125	137	87		41				102	132			
51103361 Maintenance & Repair - Equipment	1,500		5,000		50	3,000	3,315	400		250			
51103999 Contracted Services--SES, Storytellers		5,000		1,000				11,001		250	1,250	1,000	
51104291 Instructional Supplies & Materials	78,160	71,738	7,481	7,035	9,235	6,765	0	56,888	5,076	8,109	1,888	11,660	
51105999 Charges; field trips, etc	1,000		2,000	1,000		4,000		11,000			500	1,000	
51107221 Instructional Equipment	10,000	24,000	7,634	5,000	20,592	11,114	12,500	10,615	5,076	7,000	2,000	4,750	
Total 71100	189,791	285,080	151,490	59,571	113,150	46,408	59,630	139,950	86,411	154,157	72,788	72,235	26,851
<u>72130--Other Student Support--Parental Involvement</u>													
52131231 Guidance Personnel													
52131894 Parent Coordinator Part-time/ College :	14,464		0	16,182	10,044								
52131899 Parent Coordinator/Family Ptnr Sp/ Co	35,800					32,681		71,006					
52132011 Social Security	3,212		0	1,003	623	2,026		4,402					
52132041 State Retirement	5,363					4,896		10,637					
52132061 Life Insurance	65					65		130					
52132071 Health Insurance	9,500					9,500		19,000					
52132081 Dental Insurance	345					345		690					
52132101 Unemployment Compensation	180					180		360					
52132121 Medicare	751		0	235	146	473		1,030					
52132991 Other Fringe Benefits	72					65		143					
52133995 Contracted Services - Software Licenc								6,000					
52133999 Contracted Services			800					494		500			
52134999 Parent Involvement Supplies & Materials	1,000	1,000	600	894	942	1,624	534	1,000	663	1,248	500	1,000	1,262
52135999 Charges-Parent Mtg expenses	2,426	2,468	500	894	942	500	534	1,100	663	1,000	1,168	1,506	100
52137901 Parent Resource Equipment	200		638					400					
Total 72130	73,378	3,468	2,538	19,208	12,697	52,355	1,068	116,392	1,326	2,748	1,668	2,506	1,362

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BUDGET

	East Lake Elem 738	Eastside Elem 739	Hardy Elem 741	Hillcrest Elem 742	Hixson Elem 743	Lakeside Elem 745	Lookout Valley Elem 746	Orchard Knob Elem 747	Rivermont Elem 748	Shepherd Elem 749	Woodmore Elem 750	Brown Acad 752	Battle Acad 753
<u>72210--Support Instruction</u>													
52211381 Instructional Technology													
52211621 Classified Extended Contract	1,500											7,000	
52211894 Part-time Curriculum Coach													
52211899 Coach/other salaries	67,600	45,426	56,241	62,005		61,418				61,250	56,002	33,885	33,885
52211961 Stipends	1,000	15,000	7,000		1,889	8,947		6,500		1,000	4,000	8,492	560
52212011 Social Security	4,346	3,747	3,921	3,844	117	4,363		403		3,860	3,720	3,062	2,136
52212041 State Retirement	7,517	6,424	6,723	6,591	200	7,480		691		6,617	6,378	5,554	3,662
52212061 Life Insurance	65	65	65	65		65				65	65	33	33
52212071 Health Insurance	9,500	9,500	9,500	9,500		9,500				9,500	9,500	4,750	4,750
52212081 Dental Insurance	345	345	345	345		345				345	345	173	173
52212101 Unemployment Compensation	180	180	180	180		180				180	180	90	90
52212121 Medicare	1,017	876	917	899	27	1,021		94		903	870	716	499
52212991 Other Fringe Benefits	138	91	112	124		140		8		123	112	82	68
52213081 Consultants			1,000	8,000								4,500	2,500
52214999 Other Supplies (Staff Development)	500	5,000	2,000	1,000	500			2,000		300			1,746
52215241 Staff Development	500	7,000	5,000	200	3,300			5,329		1,524	4,000		
52215999 Staff Training Materials, Mtg expenses													
52217901 Other Equipment	100												
Total 72210	94,308	93,654	93,004	92,753	6,033	93,459	0	15,025	0	85,667	85,172	68,337	50,102
52251899 Computer Technician								30,942					
52252011 Social Security								1,918					
52252041 State Retirement								4,635					
52252061 Life Insurance								65					
52252071 Health Insurance								9,500					
52252081 Dental Insurance								345					
52252101 Unemployment Compensation								180					
52252121 Medicare								449					
52252991 Other Fringe Benefits								62					
52255999 Charges: Charter Tech Reimbursemer													
Total 72250	0	0	0	0	0	0	0	48,096	0	0	0	0	0
52713141 Contracts w Public Carriers	800			2,500				11,000		2,000	500	2,000	
Total 72710	800	0	0	2,500	0	0	0	11,000	0	2,000	500	2,000	0
GRAND TOTAL	358,277	382,202	247,032	174,032	131,880	192,222	60,698	330,463	87,737	244,572	160,128	145,078	78,315

HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
TITLE I IMPROVING BASIC PROGRAMS
BUDGET FISCAL YEAR 2019-2020

		FY20 Allocation	12,841,421			12,841,421
		FY19 Carryover	2,238,009			2,238,009
		Transfer to Consolidated Admin	(948,913)			(948,913)
		Total Allocation	14,130,517	-	-	14,130,517
21010000	41427141	REVENUE	14,130,517	-	-	14,130,517
ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
21011000	59005901	Indirect Costs (2.69 %)	359,418	-	(188)	359,230
		Total 99000	359,418	-	(188)	359,230
		TOTAL	359,418	-	(188)	359,230
Pre Kindergarten						
21011036	51101161	Teachers (10)	503,520			503,520
21011036	51101631	Educational Assistant (23)	494,919			494,919
21011036	51102011	Social Security	61,903			61,903
21011036	51102041	State Retirement	127,662			127,662
21011036	51102061	Life Insurance	2,210			2,210
21011036	51102071	Health Insurance	323,000			323,000
21011036	51102081	Dental Insurance	11,730			11,730
21011036	51102101	Unemployment Compensation	6,120			6,120
21011036	51102121	Medicare	14,477			14,477
21011036	51102991	Other Fringe Benefits	1,997			1,997
21011036	51104291	Instructional Supplies	5,000			5,000
		Total 71100	1,552,538	-	-	1,552,538
21011036	52131301	Social Worker	65,762			65,762
21011036	52131899	Behavior Specialist	39,555			39,555
21011036	52132011	Social Security	6,529			6,529
21011036	52132041	State Retirement	12,915			12,915
21011036	52132061	Life Insurance	130			130
21011036	52132071	Health Insurance	19,000			19,000
21011036	52132081	Dental Insurance	690			690
21011036	52132101	Unemployment Compensation	360			360
21011036	52132121	Medicare	1,528			1,528
21011036	52132991	Other Fringe Benefits	210			210
21011036	52133551	Travel	5,500			5,500
21011036	52135999	Other Charges	250			250
		Total 72130	152,429	-	-	152,429
		TOTAL	1,704,967	-	-	1,704,967

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
School Support						
Opportunity Zone						
21011040	51101409	Teacher extended contracts - Model Classroom	22,500			22,500
		Total 71100	22,500	-	-	22,500
21011040	52131899	Community Schools Coaches (2)	75,764			75,764
21011040	52132011	Social Security	4,697			4,697
21011040	52132041	Retirement	8,054			8,054
21011040	52132061	Life Insurance	65			65
21011040	52132071	Medical Insurance	9,500			9,500
21011040	52132081	Dental Insurance	345			345
21011040	52132101	Unemployment Comp.	180			180
21011040	52132121	Medicare	1,098			1,098
21011040	52132991	Other Fringes	167			167
21011040	52133551	Travel: mileage	100			100
		Total 72130	99,970	-	-	99,970
21011040	52211053	Human Resources Coordinator (1)	34,902			34,902
21011040	52211053	Data Coordinator (1)	42,759			42,759
21011040	52211899	Salaries--Curriculum Coaches Priority (15)	803,119			803,119
21011040	52212011	Social Security	54,755			54,755
21011040	52212041	Retirement	94,733			94,733
21011040	52212061	Life Insurance	805			805
21011040	52212071	Health Insurance	117,610			117,610
21011040	52212081	Dental Insurance	4,271			4,271
21011040	52212101	Unemployment Compensation	2,228			2,228
21011040	52212121	Medicare	12,806			12,806
21011040	52212991	Other Fringe Benefits	1,768			1,768
21011040	52213081	Consultants	100			100
21011040	52213551	Travel	100			100
21011040	52214999	Supplies & Materials (Staff Dev)	100			100
21011040	52215241	Staff Development	100			100
		Total 72210	1,170,156	-	-	1,170,156
		Total Opportunity Zone Set Aside	1,292,626	-	-	1,292,626
Homeless Set Aside						
21011041	51101409	Teacher Supplements Homeless	25,000			25,000
21011041	51102011	Social Security	1,550			1,550
21011041	51102041	State Retirement	2,657			2,657
21011041	51102121	Medicare	363			363
21011041	51104291	Instructional Supplies (Homeless)	7,243			7,243
21011041	51105999	Charges: field trips, clothing (Homeless)	7,368			7,368
		Total 71100	44,181	-	-	44,181
21011041	52131301	Social Worker Contracts (Homeless)	5,000			5,000
21011041	52132011	Social Security	310			310
21011041	52132041	Retirement	531			531
21011041	52132121	Medicare	73			73
		Total 72130	5,914	-	-	5,914
21011041	52211899	Salary--Homeless Liasion	1,065			1,065
21011041	52211899	Site Coordinator Part time (4)	24,180			24,180
21011041	52212011	Social Security	1,565			1,565
21011041	52212041	Retirement	2,729			2,729
21011041	52212121	Medicare	366			366
		Total 72210	29,905	-	-	29,905
		Total Homeless Set Aside	80,000	-	-	80,000

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Diploma Completion (Graduation Success Program) - Set Aside						
21011042	51101161	Teacher - Diploma Completion (1)	61,233			61,233
21011042	51102011	Social Security	3,796			3,796
21011042	51102041	State Retirement	6,509			6,509
21011042	51102061	Life Insurance	65			65
21011042	51102071	Health Insurance	9,500			9,500
21011042	51102081	Dental Insurance	345			345
21011042	51102101	Unemployment Compensation	180			180
21011042	51102121	Medicare	888			888
21011042	51102991	Other Fringe Benefits	122			122
		Total 71100	82,638	-	-	82,638
21011042	52211051	Director (1) Diploma Completion	91,587			91,587
21011042	52212011	Social Security	5,679			5,679
21011042	52212041	Retirement	9,736			9,736
21011042	52212061	Life Insurance	65			65
21011042	52212071	Health Insurance	9,500			9,500
21011042	52212081	Dental Insurance	345			345
21011042	52212101	Unemployment Compensation	180			180
21011042	52212121	Medicare	1,328			1,328
21011042	52212991	Other Fringe Benefits	182			182
		Total 72210	118,602	-	-	118,602
		Total Diploma Completion Set Aside	201,240	-	-	201,240
Family Engagement						
21011044	52134999	Supplies: Channing Betes Books	10,908			10,908
		Total 72130	10,908	-	-	10,908
		Total Family Engagement	10,908	-	-	10,908
Reserve of Funds						
21011045	52135999	Other Charges: set aside	248,536	188		248,724
		Total 72130	248,536	188	-	248,724
		TOTAL	3,538,277	188	-	3,538,465

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Avondale SDA (Private School)						
21013505	51101345	Part-time Tutor (1)	16,443			16,443
21013505	51101409	Teacher Extended Contracts	4,363			4,363
21013505	51102011	Social Security	1,290			1,290
21013505	51102041	Retirement	463			463
21013505	51102121	Medicare	301			301
21013505	51102991	Other Fringe Benefits	10			10
21013505	51104291	Instructional Supplies	400			400
		Total 71100	23,270	-	-	23,270
21013505	52135999	Charges: Parental Involvement	241			241
		Total 72130	241	-	-	241
21013505	52215241	Staff Development	649			649
		Total 72210	649	-	-	649
		TOTAL	24,160	-	-	24,160
Brainerd Baptist (Private School)						
21013515	51101166	Part-time Interventionists (1)	2,000			2,000
21013515	51101345	Other instructional personnel (1)	4,615			4,615
21013515	51102011	Social Security	410			410
21013515	51102121	Medicare	96			96
21013515	51104291	Instructional Supplies	8,822			8,822
		Total 71100	15,943	-	-	15,943
21013515	52135999	Charges: Parental Involvement	366			366
		Total 72130	366	-	-	366
21013515	52214999	Other Materials and Supplies	500			500
21013515	52215241	Staff Development	29,380			29,380
		Total 72210	29,880	-	-	29,880
		TOTAL	46,189	-	-	46,189
Notre Dame High (Private School)						
21013565	51101166	Part-time Interventionist (1)	3,780			3,780
21013565	51102011	Social Security	234			234
21013565	51102121	Medicare	55			55
21013565	51103999	Other Contracted Services	88,126			88,126
		Total 71100	92,195	-	-	92,195
21013565	52135999	Charges: Parental Involvement	500			500
		Total 72130	500	-	-	500
		TOTAL	92,695	-	-	92,695
Our Lady of Perpetual Help (Private School)						
21013575	51101166	Part-time Interventionist (1)	15,000			15,000
21013575	51102011	Social Security	930			930
21013575	51102121	Medicare	218			218
21013575	51103999	Contracted Services	22,275			22,275
21013575	51104291	Instructional Supplies	4,154			4,154
21013575	51105999	Charges: field trips, etc	4,000			4,000
21013575	51107221	Instructional Equipment	2,000			2,000
		Total 71100	48,577	-	-	48,577
21013575	52135999	Charges: Parental Involvement	359			359
		Total 72130	359	-	-	359
21013575	52213081	Consultants	3,000			3,000
21013575	52214999	Staff Development Materials	1,000			1,000
21013575	52215241	Staff Development	1,000			1,000
21013575	52217901	Other Equipment - Admin	1,000			1,000
		Total 72210	6,000	-	-	6,000
21013575	52713141	Contracts w Public Carriers	3,231			3,231
		Total 72710	3,231	-	-	3,231
		TOTAL	58,167	-	-	58,167

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
<u>Saint Jude (Private School)</u>						
21013585	51101166	Part-time Interventionist (1)	6,782			6,782
21013585	51102011	Social Security	421			421
21013585	51102121	Medicare	99			99
21013585	51103999	Contracted Services	20,000			20,000
21013585	51104291	Instructional Supplies and Materials	1,767			1,767
21013585	51107221	Instructional Equipment	1,768			1,768
		Total 71100	30,837	-	-	30,837
21013585	52133999	Other Contracted Services	500			500
21013585	52134999	Parent supplies: materials, postage	320			320
21013585	52135999	Charges: Parental Involvement	320			320
		Total 72130	1,140	-	-	1,140
21013585	52213081	Consultants	8,269			8,269
21013585	52214999	Staff Development Materials	8,269			8,269
21013585	52215241	Staff Development	8,269			8,269
		Total 72210	24,807	-	-	24,807
		TOTAL	56,784	-	-	56,784
<u>Belvoir Christian Academy</u>						
21013805	51101166	Part-time Interventionist (1)	15,000			15,000
21013805	51102011	Social Security	930			930
21013805	51102121	Medicare	218			218
21013805	51104291	Instructional Supplies	9,639			9,639
		Total 71100	25,787	-	-	25,787
21013805	52135999	Charges: Parental Involvement	316			316
		Total 72130	316	-	-	316
		TOTAL	26,103	-	-	26,103
<u>Annoor Academy (Private School)</u>						
21013835	51107221	Instruction Equipment	1,011			1,011
		Total 71100	1,011	-	-	1,011
21013835	52134999	Supplies, awards, postage	163			163
		Total 72130	163	-	-	163
21013835	52213081	Consultants	12,000			12,000
21013835	52214999	Other Supplies and Materials	1,500			1,500
21013835	52215241	Staff Development	2,651			2,651
		Total 72210	16,151	-	-	16,151
		TOTAL	17,325	-	-	17,325
<u>Skyuka Hall</u>						
21013945	52135999	Charges: Parental Involvement	183			183
		Total 72130	183	-	-	183
21013945	52213081	Consultants	6,025			6,025
21013945	52214999	Staff Development Materials	3,089			3,089
21013945	52215241	Staff Development	8,975			8,975
		Total 72210	18,089	-	-	18,089
		TOTAL	18,272	-	-	18,272

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Central High						
21015013	51101409	Teachers Supplements	11,000			11,000
21015013	51102011	Social Security	682			682
21015013	51102041	Retirement	1,169			1,169
21015013	51102121	Medicare	160			160
21015013	51104291	Instructional Supplies	7,964			7,964
		Total 71100	20,975	-	-	20,975
21015013	52134999	Supplies, awards, postage	2,808			2,808
		Total 72130	2,808	-	-	2,808
21015013	52211621	Classified overtime	3,500			3,500
21015013	52211894	Salaries-- Part time Curriculum Coach (1)	11,216			11,216
21015013	52211899	Salaries--Curriculum Coach (1)	58,712			58,712
21015013	52212011	Social Security	4,553			4,553
21015013	52212041	Retirement	6,765			6,765
21015013	52212061	Life Insurance	65			65
21015013	52212071	Health Insurance	9,500			9,500
21015013	52212081	Dental Insurance	345			345
21015013	52212101	Unemployment Compensation	180			180
21015013	52212121	Medicare	1,065			1,065
21015013	52212991	Other Fringe Benefits	124			124
		Total 72210	96,025	-	-	96,025
		TOTAL	119,808	-	-	119,808
East Ridge High						
21015023	51101345	Instructional Personnel--Tutor PT	5,000			5,000
21015023	51101409	Teachers Supplements	25,000			25,000
21015023	51101631	Educational Assistant Part time (1)	10,089			10,089
21015023	51101981	Substitute Non Degreed	2,550			2,550
21015023	51102011	Social Security	2,644			2,644
21015023	51102041	Retirement	3,407			3,407
21015023	51102121	Medicare	619			619
21015023	51104291	Instructional Supplies	50,359			50,359
21015023	51105999	Charges: field trips, etc	6,471			6,471
21015023	51107221	Instructional Equipment	35,438			35,438
		Total 71100	141,577	-	-	141,577
21015023	52131894	College and Career Access Advisor PT (1)	35,000			35,000
21015023	52132011	Social Security	2,170			2,170
21015023	52132121	Medicare	508			508
21015023	52133995	Other Student Support -software license	5,500			5,500
21015023	52135999	Parent Meeting Expense	3,828			3,828
		Total 72130	47,006	-	-	47,006
21015023	52211621	Classified overtime	1,500			1,500
21015023	52211894	Curriculum Coaches--Part-time (1)	22,500			22,500
21015023	52211899	Dean of Academic Success (1)	62,385			62,385
21015023	52211961	In-service Stipends	7,500			7,500
21015023	52212011	Social Security	5,821			5,821
21015023	52212041	Retirement	7,653			7,653
21015023	52212061	Life Insurance	65			65
21015023	52212071	Health Insurance	9,500			9,500
21015023	52212081	Dental Insurance	345			345
21015023	52212101	Unemployment Compensation	180			180
21015023	52212121	Medicare	1,362			1,362
21015023	52212991	Other Fringe Benefits	128			128
21015023	52214999	Other Supplies (staff development)	1,000			1,000
21015023	52215241	Staff Development	650			650
		Total 72210	120,589	-	-	120,589
21015023	52713141	Contracts w Public Carriers	6,000			6,000
		Total 72710	6,000	-	-	6,000
		TOTAL	315,172	-	-	315,172

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Red Bank High						
21015053	51101409	Teachers Supplements	20,000			20,000
21015053	51101631	Educational Assistant (1)	19,547			19,547
21015053	51102011	Social Security	2,452			2,452
21015053	51102041	Retirement	5,054			5,054
21015053	51102061	Life Insurance	65			65
21015053	51102071	Medical Insurance	9,500			9,500
21015053	51102081	Dental Insurance	345			345
21015053	51102101	Unemployment Comp.	180			180
21015053	51102121	Medicare	573			573
21015053	51102991	Other Fringes	39			39
21015053	51103999	Contracted Services	4,500			4,500
21015053	51104291	Instructional Supplies	2,567		-	2,567
21015053	51107221	Instructional Equipment	3,158		-	3,158
		Total 71100	67,980	-	-	67,980
21015053	52134999	Supplies, awards, postage	1,600			1,600
21015053	52135999	Charges: Parental Involvement	3,000			3,000
		Total 72130	4,600	-	-	4,600
21015053	52211894	Curriculum Coaches--Part-time (1)	25,916			25,916
21015053	52211899	Grad/Core Academic Coach (1)	53,650			53,650
21015053	52211961	In-service Stipends	4,500			4,500
21015053	52212011	Social Security	5,212			5,212
21015053	52212041	Retirement	6,181			6,181
21015053	52212061	Life Insurance	65			65
21015053	52212071	Health Insurance	9,500			9,500
21015053	52212081	Dental Insurance	345			345
21015053	52212101	Unemployment Compensation	180			180
21015053	52212121	Medicare	1,219			1,219
21015053	52212991	Other Fringe Benefits	107			107
21015053	52214999	Supplies & Materials (Staff Dev)	2,500			2,500
21015053	52215241	Staff Development	10,000			10,000
		Total 72210	119,375	-	-	119,375
21015053	52713141	Contracts w Public Carriers	2,200			2,200
		Total 72710	2,200	-	-	2,200
		TOTAL	194,155	-	-	194,155
Sequoia High						
21015073	51101409	Teachers Supplements	8,750			8,750
21015073	51102011	Social Security	543			543
21015073	51102041	Retirement	930			930
21015073	51102121	Medicare	127			127
21015073	51104291	Instructional Supplies	2,285			2,285
21015073	51105999	Charges: field trips, etc	3,000			3,000
21015073	51107221	Instructional Equipment	4,000			4,000
		Total 71100	19,635	-	-	19,635
21015073	52134999	Supplies, awards, postage	150			150
21015073	52135999	Charges: Parental Involvement	850			850
		Total 72130	1,000	-	-	1,000
21015073	52211894	Curriculum Coaches--PT (2)	16,740			16,740
21015073	52212011	Social Security	1,038			1,038
21015073	52212121	Medicare	243			243
		Total 72210	18,021	-	-	18,021
		TOTAL	38,656	-	-	38,656

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Brainerd High						
21015103	51101345	Instructional Personnel--Tutor PT	6,116			6,116
21015103	51101409	Teachers Supplements	20,000			20,000
21015103	51101981	Substitutes	6,858			6,858
21015103	51102011	Social Security	2,044			2,044
21015103	51102041	Retirement	3,042			3,042
21015103	51102121	Medicare	479			479
21015103	51103361	Equipment Repair	362			362
21015103	51104291	Instructional Supplies	58,866			58,866
21015103	51105999	Charges: field trips, etc	4,000			4,000
21015103	51107221	Instructional Equipment	5,000			5,000
		Total 71100	106,767	-	-	106,767
21015103	52131899	Behavior Management Specialist (1)	35,800			35,800
21015103	52132011	Social Security	2,220			2,220
21015103	52132041	Retirement	5,363			5,363
21015103	52132061	Life Insurance	65			65
21015103	52132071	Health Insurance	9,500			9,500
21015103	52132081	Dental Insurance	345			345
21015103	52132101	Unemployment Compensation	180			180
21015103	52132121	Medicare	519			519
21015103	52132991	Other Fringe Benefits	72			72
21015103	52134999	Supplies, awards, postage	1,400			1,400
21015103	52135999	Charges: Parental Involvement	2,002			2,002
		Total 72130	57,466	-	-	57,466
21015103	52211899	Salaries--Graduation Coach (1)	75,712			75,712
21015103	52211899	Salaries--Dean of Students (1)	59,488			59,488
21015103	52211899	Extended Contract	2,700			2,700
21015103	52212011	Social Security	8,549			8,549
21015103	52212041	Retirement	14,659			14,659
21015103	52212061	Life Insurance	130			130
21015103	52212071	Health Insurance	19,000			19,000
21015103	52212081	Dental Insurance	690			690
21015103	52212101	Unemployment Compensation	360			360
21015103	52212121	Medicare	1,999			1,999
21015103	52212991	Other Fringe Benefits	275			275
21015103	52215241	Staff Development	7,500			7,500
		Total 72210	191,062	-	-	191,062
21015103	52713141	Contracts w Public Carriers	18,500			18,500
		Total 72710	18,500	-	-	18,500
		TOTAL	373,795	-	-	373,795

ORGANIZATION	OBJECT	EXPENDITURE	AMENDED		AMENDED
KEY	CODE	DESCRIPTION	BUDGET	INCREASES	BUDGET
			10/17/2019	DECREASES	11/21/2019
Howard School of Academics/Technology					
21015143	51101166	Interventionists Part-time (2)	30,500		30,500
21015143	51101409	Teachers Supplements	20,000		20,000
21015143	51102011	Social Security	3,131		3,131
21015143	51102041	Retirement	2,126		2,126
21015143	51102121	Medicare	732		732
21015143	51105999	Charges: field trips, etc	3,036		3,036
		Total 71100	59,525	-	59,525
21015143	52131899	Behavior Management Specialist (2)	34,280		34,280
21015143	52131899	Family Partnership Specialist (1)	34,320		34,320
21015143	52131899	Community Support Specialist (1)	36,400		36,400
21015143	52132011	Social Security	6,511		6,511
21015143	52132041	Retirement	15,728		15,728
21015143	52132061	Life Insurance	195		195
21015143	52132071	Medical Insurance	28,500		28,500
21015143	52132081	Dental Insurance	1,035		1,035
21015143	52132101	Unemployment Comp.	540		540
21015143	52132121	Medicare	1,523		1,523
21015143	52132991	Other Fringes	211		211
21015143	52135999	Charges: Parental Involvement	2,500		2,500
		Total 72130	161,743	-	161,743
21015143	52211621	Classified Extended Contract	4,396		4,396
21015143	52211899	Curriculum Coaches (2)	122,836		122,836
21015143	52211899	Dean of Students (1.5)	85,800		85,800
21015143	52211961	In-service Stipends	911		911
21015143	52212011	Social Security	13,264		13,264
21015143	52212041	Retirement	22,934		22,934
21015143	52212061	Life Insurance	228		228
21015143	52212071	Health Insurance	33,250		33,250
21015143	52212081	Dental Insurance	1,208		1,208
21015143	52212101	Unemployment Compensation	630		630
21015143	52212121	Medicare	3,102		3,102
21015143	52212991	Other Fringe Benefits	426		426
21015143	52215241	Staff Development	5,000		5,000
		Total 72210	293,985	-	293,985
21015143	52251899	Computer Technician (1)	25,000		25,000
21015143	52252011	Social Security	1,550		1,550
21015143	52252041	Retirement	3,745		3,745
21015143	52252061	Life Insurance	65		65
21015143	52252071	Medical Insurance	9,500		9,500
21015143	52252081	Dental Insurance	345		345
21015143	52252101	Unemployment Comp.	180		180
21015143	52252121	Medicare	362		362
21015143	52252991	Other Fringe Benefits	50		50
		Total 72250	40,797	-	40,797
21015143	52713141	Contracts w Public Carriers	4,000		4,000
		Total 72710	4,000	-	4,000
		TOTAL	560,050	-	560,050

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Lookout Valley Middle/High						
21015153	51101409	Teachers Supplements	15,269			15,269
21015153	51101981	Substitute Non Degreed	1,020			1,020
21015153	51102011	Social Security	1,010			1,010
21015153	51102041	Retirement	1,623			1,623
21015153	51102121	Medicare	236			236
21015153	51104291	Instructional Supplies	12,042			12,042
21015153	51107221	Instructional Equipment	24,500			24,500
		Total 71100	55,700	-	-	55,700
21015153	52135999	Charges: Parental Involvement	1,158			1,158
		Total 72130	1,158	-	-	1,158
21015153	52211621	Classified Extended Contract	1,200			1,200
21015153	52211961	In-service Stipends	5,200			5,200
21015153	52212011	Social Security	396			396
21015153	52212041	Retirement	733			733
21015153	52212121	Medicare	92			92
21015153	52212991	Other Fringe Benefits	2			2
21015153	52214999	Supplies & Materials (Staff Dev)	218			218
21015153	52215241	Staff Development	1,000			1,000
21015153	52217901	Other Equipment	500			500
		Total 72210	9,341	-	-	9,341
		TOTAL	66,199	-	-	66,199
Tyner High						
21015163	51101409	Teachers Supplements	7,200			7,200
21015163	51101631	Educational Assistant--ISS (1)	22,714			22,714
21015163	51102011	Social Security	1,854			1,854
21015163	51102041	Retirement	4,167			4,167
21015163	51102061	Life Insurance	65			65
21015163	51102071	Medical Insurance	9,500			9,500
21015163	51102081	Dental Insurance	345			345
21015163	51102101	Unemployment Comp.	180			180
21015163	51102121	Medicare	433			433
21015163	51102991	Other Fringes	45			45
21015163	51104291	Instructional Supplies	13,016			13,016
21015163	51107221	Instructional Equipment	10,000			10,000
		Total 71100	69,519	-	-	69,519
21015163	52131899	Family Partnership Specialist (1)	43,264			43,264
21015163	52131899	Behavior Management Specialist (1)	35,693			35,693
21015163	52132011	Social Security	4,895			4,895
21015163	52132041	Retirement	11,828			11,828
21015163	52132061	Life Insurance	130			130
21015163	52132071	Medical Insurance	19,000			19,000
21015163	52132081	Dental Insurance	690			690
21015163	52132101	Unemployment Comp.	360			360
21015163	52132121	Medicare	1,145			1,145
21015163	52132991	Other Fringes	158			158
21015163	52133999	Contracted Services - Parent	5,000			5,000
21015163	52134999	Supplies, awards, postage	2,000			2,000
21015163	52135999	Charges: Parental Involvement	2,000			2,000
		Total 72130	126,163	-	-	126,163
21015163	52213081	Consultants	10,121			10,121
21015163	52215241	Staff Development	10,000			10,000
		Total 72210	20,121	-	-	20,121
21015163	52713141	Contracts w Public Carriers	15,000			15,000
		Total 72710	15,000	-	-	15,000
		TOTAL	230,803	-	-	230,803

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
<u>Chattanooga Girls Leadership Academy--Charter School</u>						
21015303	51104291	Instructional Supplies	15,785			15,785
21015303	51105999	Charges: Extended Contracts	1,777			1,777
21015303	51105999	Charges: P-time Interventionists (4)	31,004			31,004
		Total 71100	48,566	-	-	48,566
21015303	52135999	Charges: Behavior SpecialistsPT (2)	29,066			29,066
21015303	52135999	Charges: Parental Involvement	2,028			2,028
		Total 72130	31,094	-	-	31,094
21015303	52215999	Charges: Literacy & Math Coach (2)	87,035			87,035
		Total 72210	87,035	-	-	87,035
21015303	52255999	Charges: Part-time Computer Tech (1)	30,359			30,359
		Total 72250	30,359	-	-	30,359
		TOTAL	197,054	-	-	197,054
<u>Chattanooga Charter School of Excellence</u>						
21015323	51104291	Instructional Supplies	4,438			4,438
21015323	51105999	Charges: Educational Assistant	27,472			27,472
		Total 71100	31,910	-	-	31,910
21015323	52135999	Charges: Family Partnership Specialist (1)	68,981			68,981
		Total 72130	68,981	-	-	68,981
21015323	52215999	Charges: Curriculum Coaches (2)	165,333			165,333
		Total 72210	165,333	-	-	165,333
		TOTAL	266,224	-	-	266,224
<u>Chattanooga Charter School of Excellence Middle School</u>						
21016322	51105999	Charges: Interventionist (1)	38,929			38,929
		Total 71100	38,929	-	-	38,929
21016322	52135999	Charges: Family Partnership Sp (1)	54,932			54,932
		Total 72130	54,932	-	-	54,932
21016322	52255999	Charges: Computer Technician	53,159			53,159
		Total 72250	53,159	-	-	53,159
		TOTAL	147,020	-	-	147,020
<u>Chattanooga Preparatory School</u>						
21013935	51104291	Instructional Supplies	9,962			9,962
21013935	51105999	Charges: Teachers FT (3)	20,209			20,209
		Total 71100	30,171	-	-	30,171
21013935	52134999	Charges: Parental Involvement	915			915
		Total 72130	915	-	-	915
21013935	52215999	Charges: Dean of Students (.5 FTE)	58,980			58,980
		Total 72210	58,980	-	-	58,980
		TOTAL	90,066	-	-	90,066

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Brown Middle						
21016022	51101345	Instructional Personnel--Tutor PT (2)	21,390			21,390
21016022	51101409	Teachers Supplements	14,000			14,000
21016022	51101981	Substitute Non Degreed	2,040			2,040
21016022	51102011	Social Security	2,320			2,320
21016022	51102041	Retirement	1,488			1,488
21016022	51102121	Medicare	543			543
21016022	51104291	Instructional Supplies	14,573			14,573
21016022	51105999	Charges: field trips, etc	5,000			5,000
21016022	51107221	Instructional Equipment	9,136			9,136
		Total 71100	70,490	-	-	70,490
21016022	52134999	Supplies, awards, postage	1,161			1,161
21016022	52135999	Charges: Parental Involvement	1,161			1,161
		Total 72130	2,322	-	-	2,322
21016022	52211621	Clerical Extended Contract	4,000			4,000
21016022	52211894	Contracted Personnel--Part-time (1)	6,000			6,000
21016022	52211899	Contracted Personnel- Dean of Students (1)	72,800			72,800
21016022	52211961	In-service Stipends	2,000			2,000
21016022	52212011	Social Security	5,258			5,258
21016022	52212041	Retirement	8,551			8,551
21016022	52212061	Life Insurance	65			65
21016022	52212071	Medical Insurance	9,500			9,500
21016022	52212081	Dental Insurance	345			345
21016022	52212101	Unemployment Comp.	180			180
21016022	52212121	Medicare	1,230			1,230
21016022	52212991	Other Fringe Benefits	154			154
21016022	52214999	Supplies & Materials (Staff Dev)	1,461			1,461
21016022	52215241	Staff Development	1,500			1,500
		Total 72210	113,044	-	-	113,044
21016022	52713141	Contracts w Public Carriers	3,000			3,000
		Total 72710	3,000	-	-	3,000
		TOTAL	188,856	-	-	188,856

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
East Ridge Middle						
21016032	51101166	Part-time Interventionist (3)	57,120			57,120
21016032	51101409	Teachers Supplements	52,000			52,000
21016032	51101981	Substitute Non Degreed	5,525			5,525
21016032	51102011	Social Security	7,108			7,108
21016032	51102041	Retirement	5,528			5,528
21016032	51102121	Medicare	1,662			1,662
21016032	51103361	Equipment Repair/Maint.	750			750
21016032	51104291	Instructional Supplies	30,943			30,943
21016032	51105999	Charges: field trips, etc	2,000			2,000
21016032	51107221	Instructional Equipment	20,800			20,800
		Total 71100	183,436	-	-	183,436
21016032	52131231	Guidance Counselor (1)	48,944			48,944
21016032	52132011	Social Security	3,035			3,035
21016032	52132041	Retirement	5,203			5,203
21016032	52132061	Life Insurance	65			65
21016032	52132071	Medical Insurance	9,500			9,500
21016032	52132081	Dental Insurance	345			345
21016032	52132101	Unemployment Comp.	180			180
21016032	52132121	Medicare	710			710
21016032	52132991	Other Fringes	98			98
21016032	52134999	Supplies, awards, postage	500			500
21016032	52135999	Charges: Parental Involvement	4,700			4,700
		Total 72130	73,280	-	-	73,280
21016032	52211961	In-service Stipends	10,000			10,000
21016032	52212011	Social Security	620			620
21016032	52212041	Retirement	1,063			1,063
21016032	52212121	Medicare	145			145
21016032	52214999	Supplies & Materials (Staff Dev)	2,000			2,000
21016032	52215241	Staff Development	28,000			28,000
		Total 72210	41,828	-	-	41,828
21016032	52713141	Contracts w Public Carriers	2,932			2,932
		Total 72710	2,932	-	-	2,932
		TOTAL	301,476	-	-	301,476
Ooltewah Middle						
21016042	51101409	Teachers Supplements	20,000			20,000
21016042	51102011	Social Security	1,240			1,240
21016042	51102041	Retirement	2,126			2,126
21016042	51102121	Medicare	290			290
21016042	51104291	Instructional Supplies	17,308			17,308
21016042	51107221	Instruction Equipment	17,000			17,000
		Total 71100	57,964	-	-	57,964
21016042	52134999	Supplies, awards, postage	1,422			1,422
21016042	52135999	Charges: Parental Involvement	1,422			1,422
		Total 72130	2,844	-	-	2,844
21016042	52211899	Academic Coach	53,587			53,587
21016042	52212061	Life Insurance	65			65
21016042	52212121	Medicare	777			777
21016042	52212991	Other Fringe Benefits	107			107
21016042	52215241	Staff Development	5,000			5,000
		Total 72210	59,536	-	-	59,536
21016042	52713141	Contracts w Public Carriers	1,000			1,000
		Total 72710	1,000	-	-	1,000
		TOTAL	121,344	-	-	121,344

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Red Bank Middle						
21016052	51101161	Remediation Teacher (1)	60,698			60,698
21016052	51101166	Interventionists Part-time (2)	31,680			31,680
21016052	51101409	Teachers Supplements	15,000			15,000
21016052	51101981	Substitute Non Degreed	1,275			1,275
21016052	51102011	Social Security	6,736			6,736
21016052	51102041	Retirement	8,047			8,047
21016052	51102061	Life Insurance	65			65
21016052	51102071	Medical Insurance	9,500			9,500
21016052	51102081	Dental Insurance	345			345
21016052	51102101	Unemployment Comp.	180			180
21016052	51102121	Medicare	1,575			1,575
21016052	51102991	Other Fringes	121			121
21016052	51104291	Instructional Supplies	5,052			5,052
21016052	51107221	Instructional Equipment	1,396			1,396
		Total 71100	141,670	-	-	141,670
21016052	52131231	Guidance Counselor Part-time (1)	22,918			22,918
21016052	52131899	Family Partnership Specialist (.5)	13,908			13,908
21016052	52132011	Social Security	2,283			2,283
21016052	52132041	Retirement	2,083			2,083
21016052	52132061	Life Insurance	26			26
21016052	52132071	Medical Insurance	3,800			3,800
21016052	52132081	Dental Insurance	138			138
21016052	52132101	Unemployment Comp.	72			72
21016052	52132121	Medicare	534			534
21016052	52132991	Other Fringe Benefits	28			28
21016052	52134999	Supplies, awards, postage	1,500			1,500
21016052	52135999	Charges: Parental Involvement	1,500			1,500
		Total 72130	48,790	-	-	48,790
		TOTAL	190,460	-	-	190,460
Howard Connect Academy						
21016102	51101345	Other Instructional Personnel - Tutor PT (1)	8,325			8,325
21016102	51101981	Substitute Non Degreed	3,060			3,060
21016102	51102011	Social Security	706			706
21016102	51102121	Medicare	165			165
21016102	51104291	Instructional Supplies	28,992			28,992
21016102	51105999	Charges: field trips, etc	5,000			5,000
21016102	51107221	Instructional Equipment	12,000			12,000
		Total 71100	58,248	-	-	58,248
21016102	52131894	Family Partnership Specialist PT (1)	8,325			8,325
21016102	52132011	Social Security	516			516
21016102	52132121	Medicare	121			121
21016102	52134999	Supplies, awards, postage	1,637			1,637
		Total 72130	10,599	-	-	10,599
21016102	52214999	Other Supplies (staff development)	1,000			1,000
21016102	52215241	Staff Development	3,000			3,000
		Total 72210	4,000	-	-	4,000
		TOTAL	72,847	-	-	72,847

ORGANIZATION	OBJECT	EXPENDITURE	AMENDED			AMENDED	
KEY	CODE	DESCRIPTION	BUDGET	10/17/2019	INCREASES	DECREASES	BUDGET
							11/21/2019
Dalewood Middle							
21016132	51101161	Teacher 1 (.5 FTE)		30,000			30,000
21016132	51101166	Interventionists Part-time (1)		25,250			25,250
21016132	51101409	Teachers Supplements		10,000			10,000
21016132	51101631	Educational Assistant (1)		18,387			18,387
21016132	51101981	Substitute Non Degreed		1,700			1,700
21016132	51102011	Social Security		5,291			5,291
21016132	51102041	Retirement		7,006			7,006
21016132	51102061	Life Insurance		65			65
21016132	51102071	Medical Insurance		9,500			9,500
21016132	51102081	Dental Insurance		345			345
21016132	51102101	Unemployment Comp.		180			180
21016132	51102121	Medicare		1,238			1,238
21016132	51102991	Other Fringes		97			97
21016132	51103361	Equipment Repair/Maint.		2,000			2,000
21016132	51103999	Contracted Services		1,500			1,500
21016132	51104291	Instructional Supplies		8,199			8,199
21016132	51105999	Charges: field trips, etc		3,000			3,000
21016132	51107221	Instructional Equipment		8,000			8,000
		Total 71100		131,758	-	-	131,758
21016132	52131899	Family Partnership Specialist (1)		37,417			37,417
21016132	52132011	Social Security		2,320			2,320
21016132	52132041	Retirement		5,605			5,605
21016132	52132061	Life Insurance		65			65
21016132	52132071	Medical Insurance		9,500			9,500
21016132	52132081	Dental Insurance		345			345
21016132	52132101	Unemployment Comp.		180			180
21016132	52132121	Medicare		543			543
21016132	52132991	Other Fringes		75			75
21016132	52134999	Supplies, awards, postage		1,000			1,000
21016132	52135999	Charges: Parental Involvement		1,000			1,000
		Total 72130		58,050	-	-	58,050
21016132	52211961	In-service Stipends		1,000			1,000
21016132	52212011	Social Security		62			62
21016132	52212041	Retirement		106			106
21016132	52212121	Medicare		15			15
21016132	52213081	Consultants		76			76
21016132	52214999	Other Supplies (staff development)		2,000			2,000
21016132	52215241	Staff Development		77			77
		Total 72210		3,336	-	-	3,336
21016132	52713141	Contracts w Public Carriers		5,000			5,000
		Total 72710		5,000	-	-	5,000
		TOTAL		198,144	-	-	198,144

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
East Lake Academy						
21016142	51101161	Remediation Teacher (1)	54,539			54,539
21016142	51101166	Interventionists (1)	31,898			31,898
21016142	51101345	Instructional Personnel--Tutors (1)	15,660			15,660
21016142	51101981	Substitute Non Degreed	850			850
21016142	51102011	Social Security	6,383			6,383
21016142	51102041	Retirement	5,797			5,797
21016142	51102061	Life Insurance	65			65
21016142	51102071	Medical Insurance	9,500			9,500
21016142	51102081	Dental Insurance	345			345
21016142	51102101	Unemployment Comp.	180			180
21016142	51102121	Medicare	1,492			1,492
21016142	51102991	Other Fringes	109			109
21016142	51104291	Instructional Supplies	72,565			72,565
21016142	51105999	Charges: field trips, etc	8,844			8,844
21016142	51107221	Instructional Equipment	5,000			5,000
		Total 71100	213,227	-	-	213,227
21016142	52131899	Family Partnership Specialist Part-time	18,000			18,000
21016142	52131899	Behavior Management Specialist (1)	36,104			36,104
21016142	52132011	Social Security	3,354			3,354
21016142	52132041	Retirement	5,408			5,408
21016142	52132061	Life Insurance	65			65
21016142	52132071	Medical Insurance	9,500			9,500
21016142	52132081	Dental Insurance	345			345
21016142	52132101	Unemployment Comp.	180			180
21016142	52132121	Medicare	784			784
21016142	52132991	Other Fringes	73			73
21016142	52134999	Supplies, awards, postage	300			300
21016142	52135999	Charges: Parental Involvement	5,630			5,630
		Total 72130	79,743	-	-	79,743
21016142	52211381	Computer Technician (1)	32,438		(32,438)	-
21016142	52211894	Grad/Core Academic Coach	19,003			19,003
21016142	52211961	In-service Stipends	6,000			6,000
21016142	52212011	Social Security	3,561		(2,011)	1,550
21016142	52212041	Retirement	5,498		(4,768)	730
21016142	52212061	Life Insurance	65		(65)	-
21016142	52212071	Medical Insurance	9,500		(9,500)	-
21016142	52212081	Dental Insurance	345		(345)	-
21016142	52212101	Unemployment Comp.	180		(180)	-
21016142	52212121	Medicare	833		(470)	363
21016142	52212991	Other Fringe Benefits	69		(65)	4
21016142	52213081	Consultants	6,000			6,000
21016142	52214999	Other Supplies (staff development)	500			500
21016142	52215241	Staff Development	7,000			7,000
		Total 72210	90,992	-	(49,842)	41,150
21016142	52251899	Computer Technician (1)	-	32,438		32,438
21016142	52252011	Social Security	-	2,011		2,011
21016142	52252041	Retirement	-	4,768		4,768
21016142	52252061	Life Insurance	-	65		65
21016142	52252071	Medical Insurance	-	9,500		9,500
21016142	52252081	Dental Insurance	-	345		345
21016142	52252101	Unemployment Comp.	-	180		180
21016142	52252121	Medicare	-	470		470
21016142	52252991	Other Fringe Benefits	-	65		65
		Total 72250	-	49,842	-	49,842
21016142	52713141	Contracts w Public Carriers	10,739			10,739
		Total 72710	10,739	-	-	10,739
		TOTAL	394,701	49,842	(49,842)	394,701

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Hixson Middle						
21016152	51101166	Teachers Part-time (3)	51,340			51,340
21016152	51101409	Teachers Supplements	4,000			4,000
21016152	51101981	Substitute Non Degreed	1,825			1,825
21016152	51102011	Social Security	3,544			3,544
21016152	51102041	Retirement	425			425
21016152	51102121	Medicare	829			829
21016152	51103999	Contracted Services	2,500			2,500
21016152	51104291	Instructional Supplies	10,301			10,301
21016152	51107221	Instructional Equipment	7,000			7,000
		Total 71100	81,764	-	-	81,764
21016152	52134999	Supplies, awards, postage	500			500
21016152	52135999	Charges: Parental Involvement	1,708			1,708
		Total 72130	2,208	-	-	2,208
21016152	52211961	In-service Stipends	4,200			4,200
21016152	52212011	Social Security	260			260
21016152	52212041	Retirement	447			447
21016152	52212121	Medicare	61			61
21016152	52215241	Staff Development	4,413			4,413
		Total 72210	9,381	-	-	9,381
21016152	52713141	Contracts w Public Carriers	855			855
		Total 72710	855	-	-	855
		TOTAL	94,208	-	-	94,208
Orchard Knob Middle						
21016162	51101409	Teachers Supplements	20,000			20,000
21016162	51101631	Educational Assistants (4)	73,376			73,376
21016162	51101981	Substitute Non Degreed	4,250			4,250
21016162	51102011	Social Security	6,053			6,053
21016162	51102041	Retirement	13,117			13,117
21016162	51102061	Life Insurance	260			260
21016162	51102071	Medical Insurance	38,000			38,000
21016162	51102081	Dental Insurance	1,380			1,380
21016162	51102101	Unemployment Comp.	720			720
21016162	51102121	Medicare	1,416			1,416
21016162	51102991	Other Fringes	147			147
21016162	51103361	Equipment Repair	2,000			2,000
21016162	51104291	Instructional Supplies	50,555			50,555
21016162	51105999	Charges: field trips, etc	2,000			2,000
21016162	51107221	Instructional Equipment	20,000			20,000
		Total 71100	233,274	-	-	233,274
21016162	52131899	Parent Coordinator (1)	24,170			24,170
21016162	52132011	Social Security	1,499			1,499
21016162	52132041	Retirement	3,621			3,621
21016162	52132061	Life Insurance	65			65
21016162	52132071	Medical Insurance	9,500			9,500
21016162	52132081	Dental Insurance	345			345
21016162	52132101	Unemployment Comp.	180			180
21016162	52132121	Medicare	351			351
21016162	52132991	Other Fringes	49			49
21016162	52134999	Supplies, awards, postage	1,344			1,344
21016162	52135999	Charges: Parental Involvement	1,344			1,344
		Total 72130	42,468	-	-	42,468
21016162	52211961	In-service Stipends	4,000			4,000
21016162	52212011	Social Security	248			248
21016162	52212041	Retirement	425			425
21016162	52212121	Medicare	58			58
21016162	52213081	Consultants	5,000			5,000
21016162	52214999	Other Supplies (staff development)	2,300			2,300
21016162	52215241	Staff Development	5,000			5,000
		Total 72210	17,031	-	-	17,031
21016162	52713141	Contracts w Public Carriers	3,019			3,019
		Total 72710	3,019	-	-	3,019
		TOTAL	295,792	-	-	295,792

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
<u>Tyner Middle Academy</u>						
21016182	51101409	Teachers Supplements	30,000			30,000
21016182	51101981	Substitute Non Degreed	5,950			5,950
21016182	51102011	Social Security	2,229			2,229
21016182	51102041	Retirement	3,189			3,189
21016182	51102121	Medicare	521			521
21016182	51103361	Equipment Repair/Maint.	396			396
21016182	51103999	Contracted Services	-			-
21016182	51104291	Instructional Supplies	58,765			58,765
21016182	51105999	Charges: field trips, etc	5,000			5,000
21016182	51107221	Instructional Equipment	9,500			9,500
		Total 71100	115,550	-	-	115,550
21016182	52131899	Family Partnership Specialist (1)	38,480			38,480
21016182	52131899	Behavior Management Specialist	38,480			38,480
21016182	52132011	Social Security	4,772			4,772
21016182	52132041	Retirement	11,528			11,528
21016182	52132061	Life Insurance	130			130
21016182	52132071	Medical Insurance	19,000			19,000
21016182	52132081	Dental Insurance	690			690
21016182	52132101	Unemployment Comp.	360			360
21016182	52132121	Medicare	1,116			1,116
21016182	52132991	Other Fringes	154			154
21016182	52134999	Supplies, awards, postage	1,500			1,500
21016182	52135999	Charges: Parental Involvement	1,500			1,500
		Total 72130	117,710	-	-	117,710
21016182	52211961	In-service Stipends	5,000			5,000
21016182	52212011	Social Security	310			310
21016182	52212041	Retirement	532			532
21016182	52212121	Medicare	73			73
21016182	52214999	Other Supplies (staff development)	2,000			2,000
21016182	52215241	Staff Development	10,000			10,000
		Total 72210	17,915	-	-	17,915
21016182	52251899	Computer Technician (1)	28,080			28,080
21016182	52252011	Social Security	1,741			1,741
21016182	52252041	Retirement	4,206			4,206
21016182	52252061	Life Insurance	65			65
21016182	52252071	Medical Insurance	9,500			9,500
21016182	52252081	Dental Insurance	345			345
21016182	52252101	Unemployment Comp.	180			180
21016182	52252121	Medicare	407			407
21016182	52252991	Other Fringe Benefits	56			56
		Total 72250	44,580	-	-	44,580
21016182	52713141	Contracts w Public Carriers	7,500			7,500
		Total 72710	7,500	-	-	7,500
		TOTAL	303,255	-	-	303,255
<u>Alpine Crest Elementary</u>						
21017021	51101166	Interventionists (2)	41,760			41,760
21017021	51101631	Educational Assistant PT (1)	9,891			9,891
21017021	51102011	Social Security	3,202			3,202
21017021	51102121	Medicare	749			749
21017021	51104291	Instructional Supplies	7,182			7,182
		Total 71100	62,784	-	-	62,784
21017021	52134999	Supplies, awards, postage	1,134			1,134
		Total 72130	1,134	-	-	1,134
21017021	52215241	Staff Development	4,500			4,500
		Total 72210	4,500	-	-	4,500
		TOTAL	68,418	-	-	68,418

ORGANIZATION	OBJECT	EXPENDITURE	AMENDED			AMENDED
KEY	CODE	DESCRIPTION	BUDGET	10/17/2019	INCREASES DECREASES	BUDGET
						11/21/2019
East Ridge Elementary						
21017071	51101161	Teachers (3)		168,936		168,936
21017071	51101166	Interventionists Part-time (3)		45,000		45,000
21017071	51101631	Educational Assistants (1)		19,326		19,326
21017071	51101981	Substitute Non Degreed		202		202
21017071	51102011	Social Security		14,475		14,475
21017071	51102041	Retirement		20,853		20,853
21017071	51102061	Life Insurance		260		260
21017071	51102071	Medical Insurance		38,000		38,000
21017071	51102081	Dental Insurance		1,380		1,380
21017071	51102101	Unemployment Comp.		720		720
21017071	51102121	Medicare		3,385		3,385
21017071	51102991	Other Fringes		377		377
21017071	51104291	Instructional Supplies		5,000		5,000
21017071	51107221	Instructional Equipment		9,987		9,987
		Total 71100		327,901	- -	327,901
21017071	52131894	Parent Coordinator/Family Partnership Specialist PT (1)		16,817		16,817
21017071	52132011	Social Security		1,043		1,043
21017071	52132121	Medicare		244		244
21017071	52134999	Supplies, awards, postage		1,000		1,000
21017071	52135999	Charges: Parental Involvement		1,003		1,003
		Total 72130		20,107	- -	20,107
21017071	52211899	Salaries--Curriculum Coaches (1)		58,000		58,000
21017071	52212011	Social Security		3,596		3,596
21017071	52212041	Retirement		6,165		6,165
21017071	52212061	Life Insurance		65		65
21017071	52212071	Health Insurance		9,500		9,500
21017071	52212081	Dental Insurance		345		345
21017071	52212101	Unemployment Compensation		180		180
21017071	52212121	Medicare		841		841
21017071	52212991	Other Fringe Benefits		116		116
		Total 72210		78,808	- -	78,808
		TOTAL		426,816	- -	426,816
Harrison Elementary						
21017101	51101166	Interventionists Part-time (1)		12,000		12,000
21017101	51101409	Teachers Supplements		11,000		11,000
21017101	51101981	Substitutes Non Degreed		4,550		4,550
21017101	51102011	Social Security		1,708		1,708
21017101	51102041	Retirement		1,169		1,169
21017101	51102121	Medicare		400		400
21017101	51103361	Equipment Repair/Maint.		1,500		1,500
21017101	51104291	Instructional Supplies		40,862		40,862
21017101	51107221	Instructional Equipment		36,054		36,054
		Total 71100		109,243	- -	109,243
21017101	52134999	Supplies, awards, postage		1,928		1,928
21017101	52135999	Training materials, mtg exp.		5,902		5,902
		Total 72130		7,830	- -	7,830
21017101	52211961	In-service Stipends		9,800		9,800
21017101	52212011	Social Security		608		608
21017101	52212041	Retirement		1,042		1,042
21017101	52212121	Medicare		143		143
21017101	52214999	Other Supplies (staff development)		1,000		1,000
21017101	52215241	Staff Development		4,000		4,000
	52217901	Equipment - Admin		425		425
		Total 72210		17,018	- -	17,018
		TOTAL		134,091	- -	134,091

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
<u>N. Hamilton Elementary</u>						
21017151	51101345	Instructional Personnel--Tutors PT (1)	14,175			14,175
21017151	51101631	Educational Assistants Part-time (2)	20,186			20,186
21017151	51101981	Substitutes Non Degreed	10,210			10,210
21017151	51102011	Social Security	2,763			2,763
21017151	51102121	Medicare	647			647
21017151	51104291	Instructional Supplies	981			981
		Total 71100	48,962	-	-	48,962
21017151	52134999	Supplies, awards, postage	1,000			1,000
21017151	52135999	Training materials, mtg exp.	188			188
		Total 72130	1,188	-	-	1,188
21017151	52211961	In-service Stipends	455			455
21017151	52212011	Social Security	28			28
21017151	52212041	Retirement	48			48
21017151	52212121	Medicare	7			7
		Total 72210	538	-	-	538
		TOTAL	50,688	-	-	50,688
<u>Wolftever Creek Elementary</u>						
21017171	51101166	Interventionists Part-time (3)	33,600			33,600
21017171	51101631	Educational Assistant (1)	17,888			17,888
21017171	51102011	Social Security	3,192			3,192
21017171	51102041	Retirement	2,680			2,680
21017171	51102061	Life Insurance	65			65
21017171	51102071	Medical Insurance	9,500			9,500
21017171	51102081	Dental Insurance	345			345
21017171	51102101	Unemployment Comp.	180			180
21017171	51102121	Medicare	746			746
21017171	51102991	Other Fringes	36			36
		Total 71100	68,232	-	-	68,232
21017171	52131899	Parent Coordinator (1)	25,012			25,012
21017171	52132011	Social Security	1,551			1,551
21017171	52132041	Retirement	3,747			3,747
21017171	52132061	Life Insurance	65			65
21017171	52132071	Medical Insurance	9,500			9,500
21017171	52132081	Dental Insurance	345			345
21017171	52132101	Unemployment Comp.	180			180
21017171	52132121	Medicare	363			363
21017171	52132991	Other Fringes	50			50
		Total 72130	40,813	-	-	40,813
21017171	52213081	Consultants	3,000			3,000
21017171	52214999	Other Supplies (staff development)	8,011		(4,850)	3,161
21017171	52215241	Staff Development	-	4,850		4,850
		Total 72210	11,011	4,850	(4,850)	11,011
		TOTAL	120,056	4,850	(4,850)	120,056

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Red Bank Elementary						
21017181	51101166	Interventionists Part-time (3)	37,200			37,200
21017181	51101409	Teachers Supplements	10,000			10,000
21017181	51101631	Educational Assistants (2 FT, 1 PT)	42,848			42,848
21017181	51102011	Social Security	5,582			5,582
21017181	51102041	Retirement	6,531			6,531
21017181	51102061	Life Insurance	130			130
21017181	51102071	Medical Insurance	19,000			19,000
21017181	51102081	Dental Insurance	690			690
21017181	51102101	Unemployment Comp.	360			360
21017181	51102121	Medicare	1,305			1,305
21017181	51102991	Other Fringes	73			73
21017181	51103361	Equipment Repair/Maint.	10,000			10,000
21017181	51104291	Instructional Supplies	15,750			15,750
21017181	51107221	Instructional Equipment	5,000			5,000
		Total 71100	154,469	-	-	154,469
21017181	52131899	Parent Coordinator / Family Partnership Specialist (1)	20,861			20,861
21017181	52132011	Social Security	1,294			1,294
21017181	52132041	Retirement	3,125			3,125
21017181	52132061	Life Insurance	39			39
21017181	52132071	Medical Insurance	5,700			5,700
21017181	52132081	Dental Insurance	207			207
21017181	52132101	Unemployment Comp.	108			108
21017181	52132121	Medicare	302			302
21017181	52132991	Other Fringes	41			41
21017181	52134999	Supplies, awards, postage	1,300			1,300
21017181	52135999	Charges: Parental Involvement	1,328			1,328
		Total 72130	34,305	-	-	34,305
21017181	52211961	In-service Stipends	20,000			20,000
21017181	52212011	Social Security	1,240			1,240
21017181	52212041	Retirement	2,126			2,126
21017181	52212121	Medicare	290			290
		Total 72210	23,656	-	-	23,656
		TOTAL	212,430	-	-	212,430
Soddy Elementary						
21017221	51101166	Interventionists PT (2)	22,192			22,192
21017221	51101409	Teachers Supplements	6,500			6,500
21017221	51101631	Educational Assistant PT (1)	9,360			9,360
21017221	51101981	Substitute Non Degreed	11,220			11,220
21017221	51102011	Social Security	3,055			3,055
21017221	51102041	Retirement	691			691
21017221	51102121	Medicare	715			715
21017221	51104291	Instructional Supplies	3,901			3,901
		Total 71100	57,634	-	-	57,634
21017221	52135999	Charges: Parental Involvement	1,488			1,488
		Total 72130	1,488	-	-	1,488
21017221	52211961	In-service Stipends	2,000			2,000
21017221	52212011	Social Security	124			124
21017221	52212041	Retirement	213			213
21017221	52212121	Medicare	29			29
21017221	52215241	Staff Development	2,000			2,000
		Total 72210	4,366	-	-	4,366
		TOTAL	63,488	-	-	63,488

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Spring Creek Elementary						
21017231	51101161	Teacher (1)	61,882			61,882
21017231	51101166	Interventionists Part-time (5)	43,200			43,200
21017231	51101409	Teachers Supplements	14,000			14,000
21017231	51101631	Educational Assistants (3 FT)	65,306			65,306
21017231	51102011	Social Security	11,433			11,433
21017231	51102041	Retirement	17,849			17,849
21017231	51102061	Life Insurance	260			260
21017231	51102071	Medical Insurance	38,000			38,000
21017231	51102081	Dental Insurance	1,380			1,380
21017231	51102101	Unemployment Comp.	720			720
21017231	51102121	Medicare	2,674			2,674
21017231	51102991	Other Fringes	255			255
21017231	51103361	Equipment Repair/Maint.	153			153
21017231	51104291	Instructional Supplies	22,911			22,911
21017231	51107221	Instructional Equipment	9,500			9,500
		Total 71100	289,523	-	-	289,523
21017231	52134999	Supplies, awards, postage	1,324			1,324
21017231	52135999	Charges: Parental Involvement	2,000			2,000
		Total 72130	3,324	-	-	3,324
21017231	52211961	In-service Stipends	1,000			1,000
21017231	52212011	Social Security	62			62
21017231	52212041	Retirement	106			106
21017231	52212121	Medicare	15			15
21017231	52214999	Other Supplies (staff development)	1,000			1,000
21017231	52215241	Staff Development	500			500
		Total 72210	2,683	-	-	2,683
21017231	52713141	Contracts w Public Carriers	6,400			6,400
		Total 72710	6,400	-	-	6,400
		TOTAL	301,930	-	-	301,930

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Barger Academy						
21017291	51101166	Interventionists Part-time (2)	41,760			41,760
21017291	51101981	Substitute Non Degreed	1,700			1,700
21017291	51102011	Social Security	2,694			2,694
21017291	51102121	Medicare	631			631
21017291	51103361	Equipment Repair/Maint.	500			500
21017291	51104291	Instructional Supplies	9,371			9,371
21017291	51105999	Charges: field trips, etc	1,000			1,000
21017291	51107221	Instructional Equipment	10,000			10,000
		Total 71100	67,656	-	-	67,656
21017291	52131894	Parent Coordinator PT (1)	10,881			10,881
21017291	52131894	Behavior Management Specialist PT (1)	26,100			26,100
21017291	52132011	Social Security	2,293			2,293
21017291	52132121	Medicare	536			536
21017291	52134999	Supplies, awards, postage	1,000			1,000
21017291	52135999	Charges: Parental Involvement	1,268			1,268
		Total 72130	42,078	-	-	42,078
21017291	52211899	Salaries--Curriculum Coaches (1 FTE)	65,877			65,877
21017291	52211961	In-service Stipends	5,000			5,000
21017291	52212011	Social Security	4,394			4,394
21017291	52212041	Retirement	7,535			7,535
21017291	52212061	Life Insurance	65			65
21017291	52212071	Health Insurance	9,500			9,500
21017291	52212081	Dental Insurance	345			345
21017291	52212101	Unemployment Compensation	180			180
21017291	52212121	Medicare	1,028			1,028
21017291	52212991	Other Fringe Benefits	132			132
21017291	52213081	Consultant	1,250			1,250
21017291	52214999	Other Supplies (staff development)	1,000			1,000
21017291	52215241	Staff Development	3,250			3,250
		Total 72210	99,556	-	-	99,556
21017291	52713141	Contracts w Public Carriers	500			500
		Total 72710	500	-	-	500
		TOTAL	209,790	-	-	209,790

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Clifton Hills Elementary						
21017311	51101166	Interventionists Part-time (2)	40,600			40,600
21017311	51101345	Other Instructional Personnel - PT Tutor	13,050			13,050
21017311	51101409	Teachers Supplements	6,000			6,000
21017311	51101981	Substitute Non Degreed	2,086			2,086
21017311	51102011	Social Security	3,827			3,827
21017311	51102041	Retirement	638			638
21017311	51102121	Medicare	895			895
21017311	51104291	Instructional Supplies	52,328			52,328
21017311	51105999	Charges: field trips, etc	1,500			1,500
21017311	51107221	Instructional Equipment	20,000			20,000
		Total 71100	140,924	-	-	140,924
21017311	52131894	Behavior Management Sp. PT (1)	25,375			25,375
21017311	52132011	Social Security	1,573			1,573
21017311	52132121	Medicare	368			368
21017311	52134999	Supplies, awards, postage	1,130			1,130
21017311	52135999	Charges: Parental Involvement	2,500			2,500
		Total 72130	30,946	-	-	30,946
21017311	52211899	Salaries--Curriculum Coach (2)	138,007			138,007
21017311	52211961	In-service Stipends	15,000			15,000
21017311	52212011	Social Security	9,486			9,486
21017311	52212041	Retirement	16,265			16,265
21017311	52212061	Life Insurance	130			130
21017311	52212071	Health Insurance	19,000			19,000
21017311	52212081	Dental Insurance	690			690
21017311	52212101	Unemployment Compensation	360			360
21017311	52212121	Medicare	2,219			2,219
21017311	52212991	Other Fringe Benefits	276			276
21017311	52215241	Staff Development	22,358			22,358
		Total 72210	223,791	-	-	223,791
21017311	52713141	Contracts w Public Carriers	5,000			5,000
		Total 72710	5,000	-	-	5,000
		TOTAL	400,661	-	-	400,661
Donaldson Elementary						
21017321	51101161	Interventionists	88,184			88,184
21017321	51101345	Tutor PT (4) 2FTE	31,320			31,320
21017321	51101409	Teachers Supplements	4,000			4,000
21017321	51101631	Educational Assistant (1 FT)	21,373			21,373
21017321	51102011	Social Security	8,982			8,982
21017321	51102041	Retirement	13,001			13,001
21017321	51102061	Life Insurance	130			130
21017321	51102071	Medical Insurance	19,000			19,000
21017321	51102081	Dental Insurance	690			690
21017321	51102101	Unemployment Comp.	360			360
21017321	51102121	Medicare	2,101			2,101
21017321	51102991	Other Fringes	220			220
21017321	51104291	Instructional Supplies	60,388			60,388
21017321	51107221	Instructional Equipment	5,000			5,000
		Total 71100	254,749	-	-	254,749
21017321	52134999	Supplies, awards, postage	1,000			1,000
21017321	52135999	Charges: Parental Involvement	1,500			1,500
		Total 72130	2,500	-	-	2,500
21017321	52211961	Staff Development Stipends	5,000			5,000
21017321	52212011	Social Security	310			310
21017321	52212041	Retirement	532			532
21017321	52212121	Medicare	73			73
21017321	52213081	Consultant	10,000			10,000
21017321	52214999	Other Supplies (staff development)	1,500			1,500
		Total 72210	17,415	-	-	17,415
		TOTAL	274,664	-	-	274,664

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Dupont Elementary						
21017361	51101166	Interventionists PT (4)	63,360			63,360
21017361	51101981	Substitute Non Degreed	5,100			5,100
21017361	51102011	Social Security	4,244			4,244
21017361	51102121	Medicare	993			993
21017361	51104291	Instructional Supplies	8,017			8,017
		Total 71100	81,714	-	-	81,714
21017361	52134999	Supplies, awards, postage	1,500			1,500
21017361	52135999	Charges: Parental Involvement	96			96
		Total 72130	1,596	-	-	1,596
21017361	52211961	In-service Stipends	9,000			9,000
21017361	52212011	Social Security	558			558
21017361	52212041	Retirement	957			957
21017361	52212121	Medicare	131			131
21017361	52213081	Consultants	28,000			28,000
21017361	52214999	Other Supplies (staff development)	2,000			2,000
21017361	52215241	Staff Development	8,778			8,778
		Total 72210	49,424	-	-	49,424
		TOTAL	132,734	-	-	132,734
East Brainerd Elementary						
21017371	51101631	Educational Assistant (1)	17,980			17,980
21017371	51101981	Substitute Non Degreed	1,700			1,700
21017371	51102011	Social Security	1,220			1,220
21017371	51102041	Retirement	2,693			2,693
21017371	51102061	Life Insurance	65			65
21017371	51102071	Medical Insurance	9,500			9,500
21017371	51102081	Dental Insurance	345			345
21017371	51102101	Unemployment Comp.	180			180
21017371	51102121	Medicare	285			285
21017371	51102991	Other Fringes	36			36
21017371	51103361	Equipment Repair	1,000			1,000
21017371	51104291	Instructional Supplies	20,284			20,284
21017371	51107221	Instructional Equipment	1,000			1,000
		Total 71100	56,288	-	-	56,288
21017371	52131899	Family Partnership Specialist (1)	39,556			39,556
21017371	52132011	Social Security	2,452			2,452
21017371	52132041	Retirement	5,925			5,925
21017371	52132061	Life Insurance	65			65
21017371	52132071	Medical Insurance	9,500			9,500
21017371	52132081	Dental Insurance	345			345
21017371	52132101	Unemployment Comp.	180			180
21017371	52132121	Medicare	574			574
21017371	52132991	Other Fringes	79			79
21017371	52135999	Charges: Parental Involvement	3,390			3,390
		Total 72130	62,066	-	-	62,066
21017371	52211621	Classified	2,000			2,000
21017371	52211961	In-service Stipends	10,000			10,000
21017371	52212011	Social Security	744			744
21017371	52212041	Retirement	1,363			1,363
21017371	52212121	Medicare	175			175
21017371	52212991	Other Fringe Benefits	4			4
21017371	52213081	Consultant	5,000			5,000
21017371	52214999	Other Supplies (staff development)	2,000			2,000
21017371	52215241	Staff Development	5,000			5,000
		Total 72210	26,286	-	-	26,286
		TOTAL	144,640	-	-	144,640

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED			AMENDED
			BUDGET 10/17/2019	INCREASES	DECREASES	BUDGET 11/21/2019
East Lake Elementary						
21017381	51101161	Teacher (1)	62,400			62,400
21017381	51101409	Teachers Supplements	12,000			12,000
21017381	51101981	Substitute Non Degreed	850			850
21017381	51102011	Social Security	4,666			4,666
21017381	51102041	Retirement	7,909			7,909
21017381	51102061	Life Insurance	65			65
21017381	51102071	Medical Insurance	9,500			9,500
21017381	51102081	Dental Insurance	345			345
21017381	51102101	Unemployment Comp.	180			180
21017381	51102121	Medicare	1,091			1,091
21017381	51102991	Other Fringes	125			125
21017381	51103361	Equipment Repair/Maint.	1,500			1,500
21017381	51104291	Instructional Supplies	78,160			78,160
21017381	51105999	Charges: field trips, etc	1,000			1,000
21017381	51107221	Instructional Equipment	10,000			10,000
		Total 71100	189,791	-	-	189,791
21017381	52131894	Parent Coordinator Part-time (1)	14,464			14,464
21017381	52131899	Behavior Management Specialist (1)	35,800			35,800
21017381	52132011	Social Security	3,212			3,212
21017381	52132041	Retirement	5,363			5,363
21017381	52132061	Life Insurance	65			65
21017381	52132071	Medical Insurance	9,500			9,500
21017381	52132081	Dental Insurance	345			345
21017381	52132101	Unemployment Comp.	180			180
21017381	52132121	Medicare	751			751
21017381	52132991	Other Fringe Benefits	72			72
21017381	52134999	Supplies, awards, postage	1,000			1,000
21017381	52135999	Charges: Parental Involvement	2,426			2,426
21017381	52137901	Parent Resource Equipment	200			200
		Total 72130	73,378	-	-	73,378
21017381	52211621	Classified	1,500			1,500
21017381	52211899	Salaries--Curriculum Coaches (1)	67,600			67,600
21017381	52211961	In-service Stipends	1,000			1,000
21017381	52212011	Social Security	4,346			4,346
21017381	52212041	Retirement	7,517			7,517
21017381	52212061	Life Insurance	65			65
21017381	52212071	Health Insurance	9,500			9,500
21017381	52212081	Dental Insurance	345			345
21017381	52212101	Unemployment Compensation	180			180
21017381	52212121	Medicare	1,017			1,017
21017381	52212991	Other Fringe Benefits	138			138
21017381	52214999	Other Supplies (staff development)	500			500
21017381	52215241	Staff Development	500			500
21017381	52217901	Admin Equipment	100			100
		Total 72210	94,308	-	-	94,308
21017381	52713141	Contracts w Public Carriers	800			800
		Total 72710	800	-	-	800
		TOTAL	358,277	-	-	358,277

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
East Side Elementary						
21017391	51101166	Interventionists PT (3)	36,000			36,000
21017391	51101409	Teachers Supplements	25,772			25,772
21017391	51101631	Educational Assistants (3)	68,320			68,320
21017391	51101981	Substitute Non Degreed	850			850
21017391	51102011	Social Security	8,119			8,119
21017391	51102041	Retirement	12,975			12,975
21017391	51102061	Life Insurance	195			195
21017391	51102071	Medical Insurance	28,500			28,500
21017391	51102081	Dental Insurance	1,035			1,035
21017391	51102101	Unemployment Comp.	540			540
21017391	51102121	Medicare	1,899			1,899
21017391	51102991	Other Fringes	137			137
21017391	51103999	Other Contracted Services	5,000			5,000
21017391	51104291	Instructional Supplies	71,738			71,738
21017391	51107221	Instructional Equipment	24,000			24,000
		Total 71100	285,080	-	-	285,080
21017391	52134999	Supplies, awards, postage	1,000			1,000
21017391	52135999	Charges: Parental Involvement	2,468			2,468
		Total 72130	3,468	-	-	3,468
21017391	52211899	Salaries--Curriculum Coach (1)	45,426			45,426
21017391	52211961	In-service Stipends	15,000			15,000
21017391	52212011	Social Security	3,747			3,747
21017391	52212041	Retirement	6,424			6,424
21017391	52212061	Life Insurance	65			65
21017391	52212071	Health Insurance	9,500			9,500
21017391	52212081	Dental Insurance	345			345
21017391	52212101	Unemployment Compensation	180			180
21017391	52212121	Medicare	876			876
21017391	52212991	Other Fringe Benefits	91			91
21017391	52214999	Other Supplies (staff development)	5,000			5,000
21017391	52215241	Staff Development	7,000			7,000
		Total 72210	93,654	-	-	93,654
		TOTAL	382,202	-	-	382,202

ORGANIZATION	OBJECT	EXPENDITURE	AMENDED		AMENDED
KEY	CODE	DESCRIPTION	BUDGET	INCREASES	BUDGET
			10/17/2019	DECREASES	11/21/2019
Hardy Elementary					
21017411	51101161	Teacher--STEM Instructor (1)	43,680		43,680
21017411	51101166	Interventionists PT (2)	41,760		41,760
21017411	51101631	Educational Assistant PT (1)	18,000		18,000
21017411	51101981	Substitute Non Degreed	2,975		2,975
21017411	51102011	Social Security	6,597		6,597
21017411	51102041	Retirement	4,643		4,643
21017411	51102061	Life Insurance	65		65
21017411	51102071	Medical Insurance	9,500		9,500
21017411	51102081	Dental Insurance	345		345
21017411	51102101	Unemployment Comp.	180		180
21017411	51102121	Medicare	1,543		1,543
21017411	51102991	Other Fringes	87		87
21017411	51103361	Equipment Repair/Maint.	5,000		5,000
21017411	51104291	Instructional Supplies	7,481		7,481
21017411	51105999	Charges: field trips, etc	2,000		2,000
21017411	51107221	Instructional Equipment	7,634		7,634
		Total 71100	151,490	-	151,490
21017411	52133999	Contracted Services - Parent	800		800
21017411	52134999	Supplies, awards, postage	600		600
21017411	52135999	Charges: Parental Involvement	500		500
21017411	52137901	Parent Resource Equipment	638		638
		Total 72130	2,538	-	2,538
21017411	52211899	Salaries--Curriculum Coaches (1 FTE)	56,241		56,241
21017411	52211961	In-service Stipends	7,000		7,000
21017411	52212011	Social Security	3,921		3,921
21017411	52212041	Retirement	6,723		6,723
21017411	52212061	Life Insurance	65		65
21017411	52212071	Health Insurance	9,500		9,500
21017411	52212081	Dental Insurance	345		345
21017411	52212101	Unemployment Compensation	180		180
21017411	52212121	Medicare	917		917
21017411	52212991	Other Fringe Benefits	112		112
21017411	52213081	Consultants	1,000		1,000
21017411	52214999	Other Supplies (staff development)	2,000		2,000
21017411	52215241	Staff Development	5,000		5,000
		Total 72210	93,004	-	93,004
		TOTAL	247,032	-	247,032

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Hillcrest Elementary						
21017421	51101166	Interventionist (2)	40,600			40,600
21017421	51101981	Substitute Non Degreed	1,700			1,700
21017421	51102011	Social Security	2,622			2,622
21017421	51102121	Medicare	614			614
21017421	51103999	Contracted Services	1,000			1,000
21017421	51104291	Instructional Supplies	7,035			7,035
21017421	51105999	Charges: field trips, etc	1,000			1,000
21017421	51107221	Instructional Equipment	5,000			5,000
		Total 71100	59,571	-	-	59,571
21017421	52131894	Parent Coordinator PT (1)	16,182			16,182
21017421	52132011	Social Security	1,003			1,003
21017421	52132121	Medicare	235			235
21017421	52134999	Supplies, awards, postage	894			894
21017421	52135999	Charges: Parental Involvement	894			894
		Total 72130	19,208	-	-	19,208
21017421	52211899	Salaries--Curriculum Coaches (1 FTE)	62,005			62,005
21017421	52212011	Social Security	3,844			3,844
21017421	52212041	Retirement	6,591			6,591
21017421	52212061	Life Insurance	65			65
21017421	52212071	Health Insurance	9,500			9,500
21017421	52212081	Dental Insurance	345			345
21017421	52212101	Unemployment Compensation	180			180
21017421	52212121	Medicare	899			899
21017421	52212991	Other Fringe Benefits	124			124
21017421	52213081	Consultants	8,000			8,000
21017421	52214999	Other Supplies (staff development)	1,000			1,000
21017421	52215241	Staff Development	200			200
		Total 72210	92,753	-	-	92,753
21017421	52713141	Contracts w Public Carriers	2,500			2,500
		Total 72710	2,500	-	-	2,500
		TOTAL	174,032	-	-	174,032
Hixson Elementary						
21017431	51101166	Interventionists PT (3)	38,280			38,280
21017431	51101409	Teachers Supplements	4,000			4,000
21017431	51101631	Educational Assistant (1)	20,690			20,690
21017431	51101981	Substitute Non Degreed	1,700			1,700
21017431	51102011	Social Security	4,010			4,010
21017431	51102041	Retirement	3,524			3,524
21017431	51102061	Life Insurance	65			65
21017431	51102071	Medical Insurance	9,500			9,500
21017431	51102081	Dental Insurance	345			345
21017431	51102101	Unemployment Comp.	180			180
21017431	51102121	Medicare	938			938
21017431	51102991	Other Fringes	41			41
21017431	51103361	Equipment Repair/Maint.	50			50
21017431	51104291	Instructional Supplies	9,235			9,235
21017431	51107221	Instructional Equipment	20,592			20,592
		Total 71100	113,150	-	-	113,150
21017431	52131894	Parent Coordinator PT (2)	10,044			10,044
21017431	52132011	Social Security	623			623
21017431	52132121	Medicare	146			146
21017431	52134999	Supplies, awards, postage	942			942
21017431	52135999	Charges: Parental Involvement	942			942
		Total 72130	12,697	-	-	12,697
21017431	52211961	In-service Stipends	1,889			1,889
21017431	52212011	Social Security	117			117
21017431	52212041	Retirement	200			200
21017431	52212121	Medicare	27			27
21017431	52214999	Other Supplies (staff development)	500			500
21017431	52215241	Staff Development	3,300			3,300
		Total 72210	6,033	-	-	6,033
		TOTAL	131,880	-	-	131,880

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Lakeside Elementary						
21017451	51101166	Interventionists PT (3)	20,000			20,000
21017451	51102011	Social Security	1,240			1,240
21017451	51102121	Medicare	289			289
21017451	51103361	Equipment Repair/Maint.	3,000			3,000
21017451	51104291	Instructional Supplies	6,765			6,765
21017451	51105999	Charges: field trips, etc	11,000		(7,000)	4,000
21017451	51107221	Instructional Equipment	4,114	7,000		11,114
		Total 71100	46,408	7,000	(7,000)	46,408
21017451	52131899	Parent Coordinator (1)	32,681			32,681
21017451	52132011	Social Security	2,026			2,026
21017451	52132041	Retirement	4,896			4,896
21017451	52132061	Life Insurance	65			65
21017451	52132071	Medical Insurance	9,500			9,500
21017451	52132081	Dental Insurance	345			345
21017451	52132101	Unemployment Comp.	180			180
21017451	52132121	Medicare	473			473
21017451	52132991	Other Fringes	65			65
21017451	52134999	Supplies, awards, postage	1,624			1,624
21017451	52135999	Charges: Parental Involvement	500			500
		Total 72130	52,355	-	-	52,355
21017451	52211899	Curriculum Coaches (1 FTE)	61,418			61,418
21017451	52211961	In-service Stipends	8,947			8,947
21017451	52212011	Social Security	4,363			4,363
21017451	52212041	Retirement	7,480			7,480
21017451	52212061	Life Insurance	65			65
21017451	52212071	Health Insurance	9,500			9,500
21017451	52212081	Dental Insurance	345			345
21017451	52212101	Unemployment Compensation	180			180
21017451	52212121	Medicare	1,021			1,021
21017451	52212991	Other Fringe Benefits	140			140
		Total 72210	93,459	-	-	93,459
		TOTAL	192,222	7,000	(7,000)	192,222
Lookout Valley Elementary						
21017461	51101409	Teachers Supplements	20,000			20,000
21017461	51101631	Educational Assistant PT (1)	18,726			18,726
21017461	51102011	Social Security	2,401			2,401
21017461	51102041	Retirement	2,126			2,126
21017461	51102121	Medicare	562			562
21017461	51103361	Equipment Repair/Maint.	3,315			3,315
21017461	51107221	Instructional Equipment	12,500			12,500
		Total 71100	59,630	-	-	59,630
21017461	52134999	Supplies, awards, postage	534			534
21017461	52135999	Charges: Parental Involvement	534			534
		Total 72130	1,068	-	-	1,068
		TOTAL	60,698	-	-	60,698

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
			10/17/2019	INCREASES	DECREASES	11/21/2019
Orchard Knob Elementary						
21017471	51101166	Interventionists PT (2)	34,652			34,652
21017471	51101409	Teachers Supplements	10,000			10,000
21017471	51101981	Substitute Non Degreed	850			850
21017471	51102011	Social Security	2,821			2,821
21017471	51102041	Retirement	1,064			1,064
21017471	51102121	Medicare	659			659
21017471	51103361	Equipment Repair/Maint.	400			400
21017471	51103999	Contracted Services	11,001			11,001
21017471	51104291	Instructional Supplies	56,888			56,888
21017471	51105999	Charges: field trips, etc	11,000			11,000
21017471	51107221	Instructional Equipment	10,615			10,615
		Total 71100	139,950	-	-	139,950
21017471	52131899	Behavior Management Specialist (1)	33,145			33,145
21017471	52131899	Family Partnership Specialist (1)	37,861			37,861
21017471	52132011	Social Security	4,402			4,402
21017471	52132041	Retirement	10,637			10,637
21017471	52132061	Life Insurance	130			130
21017471	52132071	Medical Insurance	19,000			19,000
21017471	52132081	Dental Insurance	690			690
21017471	52132101	Unemployment Comp.	360			360
21017471	52132121	Medicare	1,030			1,030
21017471	52132991	Other Fringes	143			143
21017471	52133995	Other Contracted Services - software license	6,000			6,000
21017471	52133999	Contracted Services	494			494
21017471	52134999	Supplies, awards, postage	1,000			1,000
21017471	52135999	Charges: Parental Involvement	1,100			1,100
21017471	52137901	Parent Resource Equipment	400			400
		Total 72130	116,392	-	-	116,392
21017471	52211961	In-service Stipends	6,500			6,500
21017471	52212011	Social Security	403			403
21017471	52212041	Retirement	691			691
21017471	52212121	Medicare	94			94
21017471	52212991	Other Fringe Benefits	8			8
21017471	52214999	Other Supplies (staff development)	2,000			2,000
21017471	52215241	Staff Development	5,329			5,329
		Total 72210	15,025	-	-	15,025
21017471	52251899	Computer Technician	30,942			30,942
21017471	52252011	Social Security	1,918			1,918
21017471	52252041	Retirement	4,635			4,635
21017471	52252061	Life Insurance	65			65
21017471	52252071	Medical Insurance	9,500			9,500
21017471	52252081	Dental Insurance	345			345
21017471	52252101	Unemployment Comp.	180			180
21017471	52252121	Medicare	449			449
21017471	52252991	Other Fringe Benefits	62			62
		Total 72250	48,096	-	-	48,096
21017471	52713141	Contracts w Public Carriers	11,000			11,000
		Total 72710	11,000	-	-	11,000
		TOTAL	330,463	-	-	330,463

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED			AMENDED
			BUDGET 10/17/2019	INCREASES	DECREASES	BUDGET 11/21/2019
Rivermont Elementary						
21017481	51101161	Remediation Teacher (1)	51,235			51,235
21017481	51101981	Substitute Non Degreed	5,077			5,077
21017481	51102011	Social Security	3,492			3,492
21017481	51102041	Retirement	5,446			5,446
21017481	51102061	Life Insurance	65			65
21017481	51102071	Medical Insurance	9,500			9,500
21017481	51102081	Dental Insurance	345			345
21017481	51102101	Unemployment Comp.	180			180
21017481	51102121	Medicare	817			817
21017481	51102991	Other Fringes	102			102
21017481	51104291	Instructional Supplies	5,076			5,076
21017481	51107221	Instructional Equipment	5,076			5,076
		Total 71100	86,411	-	-	86,411
21017481	52134999	Supplies, awards, postage	663			663
21017481	52135999	Charges: Parental Involvement	663			663
		Total 72130	1,326	-	-	1,326
		TOTAL	87,737	-	-	87,737
Shepherd Elementary						
21017491	51101161	Teacher (1)	65,770			65,770
21017491	51101166	Interventionists Part-time (3)	38,400			38,400
21017491	51101409	Teachers Supplements	7,000			7,000
21017491	51101981	Substitute Non Degreed	850			850
21017491	51102011	Social Security	6,946			6,946
21017491	51102041	Retirement	7,735			7,735
21017491	51102061	Life Insurance	65			65
21017491	51102071	Medical Insurance	9,500			9,500
21017491	51102081	Dental Insurance	345			345
21017491	51102101	Unemployment Comp.	180			180
21017491	51102121	Medicare	1,625			1,625
21017491	51102991	Other Fringes	132			132
21017491	51103361	Equipment Repair/Maint.	250			250
21017491	51103999	Contracted Services	250			250
21017491	51104291	Instructional Supplies	8,109			8,109
21017491	51107221	Instructional Equipment	7,000			7,000
		Total 71100	154,157	-	-	154,157
21017491	52133999	Contracted Services - Parent	500			500
21017491	52134999	Supplies, awards, postage	1,248			1,248
21017491	52135999	Charges: Parental Involvement	1,000			1,000
		Total 72130	2,748	-	-	2,748
21017491	52211899	Salaries--Curriculum Coaches (1 FTE)	61,250			61,250
21017491	52211961	In-service Stipends	1,000			1,000
21017491	52212011	Social Security	3,860			3,860
21017491	52212041	Retirement	6,617			6,617
21017491	52212061	Life Insurance	65			65
21017491	52212071	Health Insurance	9,500			9,500
21017491	52212081	Dental Insurance	345			345
21017491	52212101	Unemployment Compensation	180			180
21017491	52212121	Medicare	903			903
21017491	52212991	Other Fringe Benefits	123			123
21017491	52214999	Other Supplies (staff development)	300			300
21017491	52215241	Staff Development	1,524			1,524
		Total 72210	85,667	-	-	85,667
21017491	52713141	Contracts w Public Carriers	2,000			2,000
		Total 72710	2,000	-	-	2,000
		TOTAL	244,572	-	-	244,572

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 10/17/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Woodmore Elementary						
21017501	51101166	Interventionists/STEM Part-time (3)	48,089			48,089
21017501	51101345	Other Instructional Personnel - PT Tutor (1)	12,760			12,760
21017501	51101981	Substitute Non Degreed	1,530			1,530
21017501	51102011	Social Security	3,867			3,867
21017501	51102121	Medicare	904			904
21017501	51103999	Other Contracted Services	1,250			1,250
21017501	51104291	Instructional Supplies	1,888			1,888
21017501	51105999	Charges: field trips, etc	500			500
21017501	51107221	Instructional Equipment	2,000			2,000
		Total 71100	72,788	-	-	72,788
21017501	52134999	Supplies, awards, postage	500			500
21017501	52135999	Charges: Parental Involvement	1,168			1,168
		Total 72130	1,668	-	-	1,668
21017501	52211899	Salaries--Curriculum Coaches (1)	56,002			56,002
21017501	52211961	In-service Stipends	4,000			4,000
21017501	52212011	Social Security	3,720			3,720
21017501	52212041	Retirement	6,378			6,378
21017501	52212061	Life Insurance	65			65
21017501	52212071	Health Insurance	9,500			9,500
21017501	52212081	Dental Insurance	345			345
21017501	52212101	Unemployment Compensation	180			180
21017501	52212121	Medicare	870			870
21017501	52212991	Other Fringe Benefits	112			112
21017501	52215241	Staff Development	4,000			4,000
		Total 72210	85,172	-	-	85,172
21017501	52713141	Contracts w Public Carriers	500			500
		Total 72710	500	-	-	500
		TOTAL	160,128	-	-	160,128
Brown Academy						
21017521	51101166	Interventionists PT (2)	35,840			35,840
21017521	51101409	Teachers Supplements	12,500			12,500
21017521	51101981	Substitute Non Degreed	425			425
21017521	51102011	Social Security	3,024			3,024
21017521	51102041	Retirement	1,328			1,328
21017521	51102121	Medicare	708			708
21017521	51103999	Contracted Services	1,000			1,000
21017521	51104291	Instructional Supplies	11,660			11,660
21017521	51105999	Charges: field trips, etc	1,000			1,000
21017521	51107221	Instructional Equipment	4,750			4,750
		Total 71100	72,235	-	-	72,235
21017521	52134999	Supplies, awards, postage	1,000			1,000
21017521	52135999	Charges: Parental Involvement	1,506			1,506
		Total 72130	2,506	-	-	2,506
21017521	52211621	Classified Overtime	7,000			7,000
21017521	52211899	Salaries--Curriculum Coaches (.5 FTE)	33,885			33,885
21017521	52211961	In-service Stipends	8,492			8,492
21017521	52212011	Social Security	3,062			3,062
21017521	52212041	Retirement	5,554			5,554
21017521	52212061	Life Insurance	33			33
21017521	52212071	Health Insurance	4,750			4,750
21017521	52212081	Dental Insurance	173			173
21017521	52212101	Unemployment Compensation	90			90
21017521	52212121	Medicare	716			716
21017521	52212991	Other Fringe Benefits	82			82
21017521	52213081	Consultants	4,500			4,500
		Total 72210	68,337	-	-	68,337
21017521	52713141	Contracts w Public Carriers	2,000			2,000
		Total 72710	2,000	-	-	2,000
		TOTAL	145,078	-	-	145,078

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
			10/17/2019	INCREASES	DECREASES	11/21/2019
<u>Battle Academy</u>						
21017531	51101166	Interventionists Part-time (1)	12,184			12,184
21017531	51101631	Educational Assistant (23)	12,758			12,758
21017531	51102011	Social Security	1,547			1,547
21017531	51102121	Medicare	362			362
Total 71100			26,851	-	-	26,851
21017531	52134999	Supplies, awards, postage	1,262			1,262
21017531	52135999	Charges: Parental Involvement	100			100
Total 72130			1,362	-	-	1,362
21017531	52211899	Salaries--Curriculum Coach (.5 FTE)	33,885			33,885
21017531	52211961	Stipends	560			560
21017531	52212011	Social Security	2,136			2,136
21017531	52212041	Retirement	3,662			3,662
21017531	52212061	Life Insurance	33			33
21017531	52212071	Health Insurance	4,750			4,750
21017531	52212081	Dental Insurance	173			173
21017531	52212101	Unemployment Compensation	90			90
21017531	52212121	Medicare	499			499
21017531	52212991	Other Fringe Benefits	68			68
21017531	52213081	Consultants	2,500			2,500
21017531	52214999	Supplies & Materials (Staff Dev)	1,746			1,746
Total 72210			50,102	-	-	50,102
TOTAL			78,315	-	-	78,315
TOTAL GRANT			14,130,517	61,880	(61,880)	14,130,517

**HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
TITLE II PART A TEACHER AND PRINCIPAL TRAINING AND RECRUITING GRANT
BUDGET FISCAL YEAR 2019-2020**

TITLE II PART A 2019 ALLOCATION			1,381,034	212,331		1,593,365
STATE REALLOCATION						-
CARRYOVER FROM FY2019			-	430,545		430,545
TOTAL TITLE II PART A BUDGET			1,381,034	642,876	-	2,023,910
TRANSFER TO CONSOLIDATED ADMIN			(41,431)		(7)	(41,438)
TOTAL TITLE II PART A BUDGET			1,339,603	642,876	(7)	1,982,472
SUMMARY BY FUNCTION OF CHANGES TO BUDGET:						
	71100	Regular Instruction	2,153	12,500	0	14,653
	72210	Regular Instruction Support	1,302,359	664,843	(34,476)	1,932,726
	99000	Indirect Costs	35,091	2	0	35,093
			1,339,603	677,345	(34,476)	1,982,472
21110000	41427189	REVENUE	1,339,603	642,869		1,982,472
ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2020 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
21111000	59005901	Indirect Costs 2.69%	35,091	2		35,093
		Total 99000	35,091	2	-	35,093
Salary Set Aside						
21111010	51101981	Substitutes	2,000			2,000
21111010	51102011	Social Security	124			124
21111010	51102121	Medicare	29			29
		Total 71100	2,153	-	-	2,153
21111010	52211051	Directors 3.5	402,177			402,177
21111010	52211053	Coordinator 1	103,231			103,231
21111010	52211621	Clerical 1 full-time	46,214			46,214
21111010	52211621	Clerical .5 part-time	24,641			24,641
21111010	52211894	Recruitment Coordinator (.5 FTE)	37,833			37,833
21111010	52211899	Curriculum Coaches (2 FTE)	137,343	13,082		150,425
21111010	52211899	Retention Specialist (1)	73,810			73,810
21111010	52212011	Social Security	51,165	811		51,976
21111010	52212041	State Retirement	88,761	1,384		90,145
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	11,966	190		12,156
21111010	52212991	Other Fringe Benefits	1,601	26		1,627
		Total 72210	1,069,552	15,493	-	1,085,045

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2020 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
School Support						
21111030	52211961	In-service Stipends	20,000	116,775		136,775
21111030	52212011	Social Security	1,240	7,240		8,480
21111030	52212041	State Retirement	2,126	12,413		14,539
21111030	52212121	Medicare	290	1,693		1,983
21111030	52213081	Consultants	30,000	20,000		50,000
21111030	52213551	Travel	3,000	25,000		28,000
21111030	52214999	Supplies for Staff Development	5,000	105,000		110,000
21111030	52215241	Staff Development	12,019	29,600		41,619
21111030	52215999	Other Charges	10,000			10,000
		Total 72210	83,675	317,721	-	401,396
21112010	51101981	Substitutes	-	2,322		2,322
21112010	51102011	Social Security	-	144		144
21112010	51102121	Medicare	-	34		34
		Total 71100	-	2,500	-	2,500
21112010	52211961	In-service Stipends	-	5,073		5,073
21112010	52212011	Social Security	-	314		314
21112010	52212041	State Retirement	-	539		539
21112010	52212121	Medicare	-	74		74
21112010	52213081	Consultants	-	4,000		4,000
21112010	52213551	Travel	-	5,000		5,000
21112010	52214999	Supplies for Staff Development	-	2,000		2,000
21112010	52215241	Staff Development	-	11,565		11,565
		Total 72210	-	28,565	-	28,565
		Total Harrison Bay Learning Community	-	31,065	-	31,065
21112020	51101981	Substitutes	-	2,322		2,322
21112020	51102011	Social Security	-	144		144
21112020	51102121	Medicare	-	34		34
		Total 71100	-	2,500	-	2,500
21112020	52211961	In-service Stipends	-	5,073		5,073
21112020	52212011	Social Security	-	314		314
21112020	52212041	State Retirement	-	539		539
21112020	52212121	Medicare	-	74		74
21112020	52213081	Consultants	-	4,000		4,000
21112020	52213551	Travel	-	5,000		5,000
21112020	52214999	Supplies for Staff Development	-	2,000		2,000
21112020	52215241	Staff Development	-	11,565		11,565
		Total 72210	-	28,565	-	28,565
		Total Missionary Ridge Learning Community	-	31,065	-	31,065
21112030	51101981	Substitutes	-	2,322		2,322
21112030	51102011	Social Security	-	144		144
21112030	51102121	Medicare	-	34		34
		Total 71100	-	2,500	-	2,500
21112030	52211961	In-service Stipends	-	5,073		5,073
21112030	52212011	Social Security	-	314		314
21112030	52212041	State Retirement	-	539		539
21112030	52212121	Medicare	-	74		74
21112030	52213081	Consultants	-	4,000		4,000
21112030	52213551	Travel	-	5,000		5,000
21112030	52214999	Supplies for Staff Development	-	2,000		2,000
21112030	52215241	Staff Development	-	11,565		11,565
		Total 72210	-	28,565	-	28,565
		Total North River Learning Community	-	31,065	-	31,065

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2020 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
21112040	51101981	Substitutes	-	2,322		2,322
21112040	51102011	Social Security	-	144		144
21112040	51102121	Medicare	-	34		34
		Total 71100	-	2,500	-	2,500
21112040	52211961	In-service Stipends	-	5,073		5,073
21112040	52212011	Social Security	-	314		314
21112040	52212041	State Retirement	-	539		539
21112040	52212121	Medicare	-	74		74
21112040	52213081	Consultants	-	4,000		4,000
21112040	52213551	Travel	-	5,000		5,000
21112040	52214999	Supplies for Staff Development	-	2,000		2,000
21112040	52215241	Staff Development	-	11,565		11,565
		Total 72210	-	28,565	-	28,565
		Total Rock Point Learning Community	-	31,065	-	31,065
21112050	51101981	Substitutes	-	2,322		2,322
21112050	51102011	Social Security	-	144		144
21112050	51102121	Medicare	-	34		34
		Total 71100	-	2,500	-	2,500
21112050	52211961	In-service Stipends	-	5,073		5,073
21112050	52212011	Social Security	-	314		314
21112050	52212041	State Retirement	-	539		539
21112050	52212121	Medicare	-	74		74
21112050	52213081	Consultants	-	4,000		4,000
21112050	52213551	Travel	-	5,000		5,000
21112050	52214999	Supplies for Staff Development	-	2,000		2,000
21112050	52215241	Staff Development	-	11,565		11,565
		Total 72210	-	28,565	-	28,565
		Total Opportunity Zone Learning Community	-	31,065	-	31,065
21112060	52211961	In-service Stipends	-	29,591		29,591
21112060	52212011	Social Security	-	1,834		1,834
21112060	52212041	State Retirement	-	3,146		3,146
21112060	52212121	Medicare	-	429		429
		Total 72210	-	35,000	-	35,000
		Total Human Resources	-	35,000	-	35,000
		Total School Support, Salary Set Aside	1,155,380	523,539	-	1,678,919

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2020 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
<u>PRIVATE SCHOOLS</u>						
<u>PRIVATE SCHOOLS</u>						
<u>Avondale SDA</u>						
21113505	52213081	Consultants	400		(400)	-
21113505	52214999	Supplies for Staff Development	300		(300)	-
21113505	52215241	Staff Development	547	2,354		2,901
		Total 72210	1,247	2,354	(700)	2,901
<u>Brainerd Baptist</u>						
21113515	52214999	Supplies for Staff Development	736		(736)	-
21113515	52215241	Staff Development	5,000	3,721		8,721
		Total 72210	5,736	3,721	(736)	8,721
<u>Hickory Valley Christian</u>						
21113535	52213081	Consultants	200		(100)	100
21113535	52214999	Supplies for Staff Development	500		(450)	50
21113535	52215241	Staff Development	1,351	3,151		4,502
		Total 72210	2,051	3,151	(550)	4,652
<u>Notre Dame</u>						
21113565	52213081	Consultants	7,000		(2,000)	5,000
21113565	52215241	Staff Development	4,001	21,283		25,284
		Total 72210	11,001	21,283	(2,000)	30,284
<u>Our Lady of Perpetual Help</u>						
21113575	52213081	Consultants	1,000	1,000		2,000
21113575	52214999	Supplies for Staff Development	250	622		872
21113575	52215241	Staff Development	5,622	14,287		19,909
		Total 72210	6,872	15,909	-	22,781
<u>Saint Jude</u>						
21113585	52213081	Consultants	4,000	9,562		13,562
21113585	52214999	Supplies for Staff Development	1,000	648		1,648
21113585	52215241	Staff Development	2,648	10,915		13,563
		Total 72210	7,648	21,125	-	28,773
<u>Silverdale Baptist Academy</u>						
21113715	52213081	Consultants	10,000	1,000		11,000
21113715	52214999	Supplies for Staff Development	3,000	1,039		4,039
21113715	52215241	Staff Development	12,493	2,000		14,493
		Total 72210	25,493	4,039	-	29,532
<u>Bright School</u>						
21113735	52213081	Consultants	3,500	4,818		8,318
21113735	52215241	Staff Development	3,649		(3,649)	-
		Total 72210	7,149	4,818	(3,649)	8,318
<u>Boyd Buchanan</u>						
21113825	52213081	Consultants	10,000		(10,000)	-
21113825	52214999	Supplies for Staff Development	2,000		(2,000)	-
21113825	52215241	Staff Development	14,075	16,131		30,206
		Total 72210	26,075	16,131	(12,000)	30,206
<u>Spalding Elementary</u>						
21113765	52213081	Consultants	4,000		(4,000)	-
21113765	52215241	Staff Development	2,872	20,358		23,230
		Total 72210	6,872	20,358	(4,000)	23,230
<u>Grace Baptist</u>						
21113785	52213081	Consultants	4,000		(4,000)	-
21113785	52214999	Supplies for Staff Development	1,000		(1,000)	-
21113785	52215241	Staff Development	6,223	9,946		16,169
		Total 72210	11,223	9,946	(5,000)	16,169
<u>Belvoir Christian Academy</u>						
21113805	52215241	Staff Development	2,355	2,912		5,267
		Total 72210	2,355	2,912	-	5,267
<u>Annoor Academy</u>						
21113835	52214999	Supplies for Staff Development	-	577		577
21113835	52215241	Staff Development	1,441		(181)	1,260
		Total 72210	1,441	577	(181)	1,837

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2020 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
<u>Collegedale SDA</u>						
21113845	52213081	Consultants	1,000		(1,000)	-
21113845	52215241	Staff Development	7,867	14,400		22,267
		Total 72210	8,867	14,400	(1,000)	22,267
<u>Collegedale Adventist Middle</u>						
21113865	52213081	Consultants	2,000		(2,000)	-
21113865	52215241	Staff Development	2,544	3,745		6,289
		Total 72210	4,544	3,745	(2,000)	6,289
<u>Skyuka Hall</u>						
21113945	52213081	Consultants	-	3,081		3,081
21113945	52214999	Supplies for Staff Development	500		(500)	-
21113945	52215241	Staff Development	2,160		(2,160)	-
		Total 72210	2,660	3,081	(2,660)	3,081
<u>Berean Academy</u>						
21113925	52213081	Consultants	-	1,000		1,000
21113925	52214999	Supplies for Staff Development	648	1,106		1,754
21113925	52215241	Staff Development	7,000	4,148		11,148
		Total 72210	7,648	6,254	-	13,902
		Total Private Schools	138,882	153,804	(34,476)	258,210
<u>CHARTER SCHOOLS</u>						
<u>Chattanooga Preparatory School</u>						
21113935	52214999	Supplies for Staff Development	991			991
<u>Chattanooga Girls Leadership Academy</u>						
21115303	52215999	Other charges: Stipends PD	2,501			2,501
<u>Ivy Academy</u>						
21115313	52215999	Other charges: Stipends PD	2,209			2,209
<u>Chattanooga Charter School of Excellence</u>						
21115323	52214999	Supplies for Staff Development	2,931			2,931
<u>Chattanooga Charter School of Excellence Middle</u>						
21116322	52214999	Supplies for Staff Development	1,618			1,618
		Total Charter Schools	10,250	-	-	10,250
		TOTAL GRANT	1,339,603	487,020	(34,476)	1,982,472

**HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
TITLE IV PART A, STUDENT SUPPORT AND ACADEMIC ENRICHMENTS GRANT
BUDGET FISCAL YEAR 2019-2020**

TITLE IV PART A 2020 ALLOCATION			962,784		(354)	962,430
TITLE IV PART A 2019 CARRYOVER				239,167		239,167
TRANSFER TO CONSOLIDATED ADMIN			(19,255)	7		(19,248)
TOTAL TITLE IV PART A BUDGET			943,529	239,174	(354)	1,182,349
SUMMARY BY FUNCTION OF CHANGES TO BUDGET:						
	71100	Regular Instruction	157,886	119,421	(31,845)	245,462
	72130	Other Student Support	42,870	0	0	42,870
	72210	Regular Instruction Support	716,663	209,031	(65,144)	860,550
	72710	Transportation	2,000	2,500	0	4,500
	99000	Indirect Costs	24,110	4,857	0	28,967
			943,529	335,809	(96,989)	1,182,349
21490000	41427147	REVENUE	943,529	238,820		1,182,349
ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2020 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
21491000	59005901	Indirect Costs (2.69%)	24,110	4,857		28,967
		Total 99000	24,110	4,857	-	28,967
21491000	51101981	Substitutes -COMP	7,374	3,614		10,988
21491000	51101981	Substitutes - Char Ed / Crisis Response	-	3,716		3,716
21491000	51102011	Social Security	457	454		911
21491000	51102121	Medicare	108	106		214
21491000	51104291	Instructional materials	20,656			20,656
		Total 71100	28,595	7,890	-	36,485
21491000	52133221	Evaluation & Testing	42,870			42,870
		Total 72130	42,870	-	-	42,870
21491000	52211899	Truancy Officer/Social Worker (1 FTE)	44,533	5,365		49,898
21491000	52211961	In-service Stipends - COMP (NTN)	19,744	3,051		22,795
21491000	52211961	In-service Stipends - COMP (NTA 2.0 - June 2020)	-	47,655		47,655
21491000	52211961	In-service Stipends - Char Ed / Crisis Response	22,000	6,000		28,000
21491000	52212011	Social Security	5,349	3,848		9,197
21491000	52212041	State Retirement	11,108	6,597		17,705
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	1,251	899		2,150
21491000	52212991	Other Fringe Benefits	89	11		100
21491000	52213081	Consultant:COMP Training	26,700		(14,700)	12,000
21491000	52213081	Consultant:Char Ed / Crisis Response	20,891			20,891
21491000	52214999	Supplies--Staff Development COMP	17,200		(162)	17,038
21491000	52214999	Supplies--Staff Development Char Ed / Crisis Response	20,891	4,903		25,794
21491000	52215241	Staff Development	12,500	14,000		26,500
		Total 72210	212,346	92,329	(14,862)	289,813

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2020 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
Fine Arts (Well Rounded)						
21492000	51101981	Substitutes	100	3,251		3,351
21492000	51102011	Social Security	6	202		208
21492000	51102121	Medicare	1	47		48
21492000	51104291	Instructional materials	10,050	11,500		21,550
21492000	51105999	Charges: Field experiences	1,000			1,000
		Total 71100	11,157	15,000	-	26,157
21492000	52211899	Curriculum Coaches - Related Arts (1 FTE)	62,900			62,900
21492000	52211961	In-service Stipends	10,000			10,000
21492000	52212011	Social Security	4,520			4,520
21492000	52212041	State Retirement	7,750			7,750
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	1,057			1,057
21492000	52212991	Other Fringe Benefits	126			126
21492000	52213081	Consultant	2,500	6,000		8,500
21492000	52214999	Supplies--Staff Development	500	5,000		5,500
21492000	52215241	Staff Development	8,971	4,000		12,971
		Total 72210	108,414	15,000	-	123,414
21492000	52713141	Contracts with Public Carriers	500			500
		Total 72710	500	-	-	500
		Total Fine Arts Well Rounded	120,071	30,000	-	150,071
Social Studies (Well Rounded)						
21493000	51101981	Substitutes	100	9,149		9,249
21493000	51102011	Social Security	6	568		574
21493000	51102121	Medicare	1	132		133
21493000	51104291	Instructional materials	10,050	1,950		12,000
21493000	51105999	Charges: Field experiences	1,000		(1,000)	-
		Total 71100	11,157	11,799	(1,000)	21,956
21493000	52211899	Curriculum Coaches - Social Studies (1 FTE)	62,900			62,900
21493000	52211961	In-service Stipends	10,000		(5,000)	5,000
21493000	52212011	Social Security	4,520		(620)	3,900
21493000	52212041	State Retirement	7,750		(1,063)	6,687
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	1,057		(145)	912
21493000	52212991	Other Fringe Benefits	126			126
21493000	52213081	Consultant	2,500	2,500		5,000
21493000	52213551	Travel/Mileage		2,000		2,000
21493000	52214999	Supplies--Staff Development	500	5,000		5,500
21493000	52215241	Staff Development	8,971	16,029		25,000
		Total 72210	108,414	25,529	(6,828)	127,115
21493000	52713141	Contracts with Public Carriers	500	500		1,000
		Total 72710	500	500	-	1,000
		Total Social Studies	120,071	37,828	(7,828)	150,071

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2020 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
STEM (Effective Use of Technology)						
21494000	51101981	Substitutes	100	3,251		3,351
21494000	51102011	Social Security	6	202		208
21494000	51102121	Medicare	1	47		48
21494000	51104291	Instructional materials	10,050	8,500		18,550
21494000	51105999	Charges: Field experiences	1,000			1,000
		Total 71100	11,157	12,000	-	23,157
21494000	52211899	Curriculum Coach - STEM (1 FTE)	79,576			79,576
21494000	52211961	In-service Stipends	10,000			10,000
21494000	52212011	Social Security	5,554			5,554
21494000	52212041	State Retirement	9,521			9,521
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	1,299			1,299
21494000	52212991	Other Fringe Benefits	159			159
21494000	52213081	Consultant	2,500	5,000		7,500
21494000	52214999	Supplies--Staff Development	500	6,000		6,500
21494000	52215241	Staff Development	8,971	7,000		15,971
		Total 72210	128,170	18,000	-	146,170
21494000	52713141	Contracts with Public Carriers	500			500
		Total 72710	500	-	-	500
		Total STEM	139,827	30,000	-	169,827
Innovation (Well Rounded)						
21495000	51101981	Substitutes	100		(100)	-
21495000	51102011	Social Security	6		(6)	-
21495000	51102121	Medicare	1		(1)	-
21495000	51104291	Instructional materials	10,050	17,935		27,985
21495000	51105999	Charges: Field experiences	1,000			1,000
		Total 71100	11,157	17,935	(107)	28,985
21495000	52211899	Innovation Coordinator (1 FTE)	62,900	12,200		75,100
21495000	52211961	In-service Stipends	10,000		(10,000)	-
21495000	52212011	Social Security	4,520	137		4,657
21495000	52212041	State Retirement	7,750	234		7,984
21495000	52212061	Life Insurance	65			65
21495000	52212071	Health Insurance	9,500			9,500
21495000	52212081	Dental Insurance	345			345
21495000	52212101	Unemployment Compensation	180			180
21495000	52212121	Medicare	1,057	32		1,089
21495000	52212991	Other Fringe Benefits	126	24		150
21495000	52213081	Consultant	2,500			2,500
21495000	52214999	Supplies--Staff Development	500			500
21495000	52215241	Staff Development	8,971	22,000		30,971
		Total 72210	108,414	34,627	(10,000)	133,041
21495000	52713141	Contracts with Public Carriers	500	2,000		2,500
		Total 72710	500	2,000	-	2,500
		Total Innovation	120,071	54,562	(10,107)	164,526
		TOTAL DISTRICT	807,961	257,466	(32,797)	1,032,630

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2020 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
<u>PRIVATE SCHOOLS</u>						
<u>Avondale SDA</u>						
21493505	51104291	Instructional materials	883	28		911
		Total 71100	883	28	-	911
<u>Brainerd Baptist</u>						
21493515	51104291	Instructional materials	2,063	2,029		4,092
		Total 71100	2,063	2,029	-	4,092
21493515	52215241	Staff Development	2,000		(2,000)	-
		Total 72210	2,000	-	(2,000)	-
		TOTAL	4,063	2,029	(2,000)	4,092
<u>Notre Dame</u>						
21493565	51103999	Contracted Services	-	11,906		11,906
		Total 71100	-	11,906	-	11,906
21493565	52213081	Consultants	7,793		(7,793)	-
		Total 72210	7,793	-	(7,793)	-
		TOTAL	7,793	11,906	(7,793)	11,906
<u>Saint Jude</u>						
21493585	51104291	Instructional materials	2,918		(1,918)	1,000
21493585	51105999	Other charges: field experiences	2,500		(2,500)	-
21493585	51107221	Instructional Equipment	-	2,000		2,000
		Total 71100	5,418	2,000	(4,418)	3,000
21493585	52213081	Consultants	-	1,000		1,000
21493585	52214999	Other Materials and Supplies: Staff Development	-	418		418
21493585	52215241	Staff Development		6,762		6,762
		Total 72210	-	8,180	-	8,180
		TOTAL	5,418	10,180	(4,418)	11,180
<u>Silverdale Baptist</u>						
21493715	51107221	Instructional Equipment	5,000	2,245		7,245
		Total 71100	5,000	2,245	-	7,245
21493715	52215241	Staff Development	13,060		(1,380)	11,680
		Total 72210	13,060	-	(1,380)	11,680
		TOTAL	18,060	2,245	(1,380)	18,925
<u>Collegedale Academy - Elementary (Spalding Elementary)</u>						
21493765	51104291	Instructional materials	4,868	275		5,143
		Total 71100	4,868	275	-	5,143
<u>Grace Baptist</u>						
21493785	51104291	Instructional materials	7,950	1,407		9,357
		Total 71100	7,950	1,407	-	9,357
<u>Annoor Academy</u>						
21493835	51104291	Instructional materials	521	576		1,097
		Total 71100	521	576	-	1,097
21493835	52213081	Consultant	500		(500)	-
		Total 72210	500	-	(500)	-
		TOTAL	1,021	576	(500)	1,097

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2020 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
<u>Collegedale Academy</u>						
21493845	51103999	Other Charges	2,500		(2,500)	-
21493845	51105999	Charges: Field experiences	3,782		(3,782)	-
		Total 71100	6,282	-	(6,282)	-
21493845	52215241	Staff Development	-	6,360		6,360
		Total 72210	-	6,360	-	6,360
		TOTAL	6,282	6,360	(6,282)	6,360
<u>Collegedale Adventist Middle</u>						
21493865	51104291	Instructional materials	500		(500)	-
21493865	51107221	Instructional Equipment	2,719	500		3,219
		Total 71100	3,219	500	(500)	3,219
<u>Belvoir Christian Academy</u>						
21493805	51107221	Instructional Equipment	250	150		400
		Total 71100	250	150	-	400
21493805	52215241	Staff Development	1,419	1,384		2,803
		Total 72210	1,419	1,384	-	2,803
		TOTAL	1,669	1,534	-	3,203
<u>Boyd-Buchanan</u>						
21493825	51104291	Instructional materials	9,472		(9,472)	-
21493825	51107221	Instructional Equipment	-	18,462		18,462
		Total 71100	9,472	18,462	(9,472)	18,462
21493825	52215241	Staff Development	9,000		(9,000)	-
		Total 72210	9,000	-	(9,000)	-
		TOTAL	18,472	18,462	(18,472)	18,462
<u>Bright School</u>						
21493735	51103999	Other Charges	5,065		(308)	4,757
		Total 71100	5,065	-	(308)	4,757
21493735	52213081	Consultant	-	305		305
		Total 72210	-	305	-	305
		TOTAL	5,065	305	(308)	5,062
<u>Hickory Valley Christian School</u>						
21493535	51103999	Contracted Services	-	100		100
21493535	51104291	Instructional materials	453		(353)	100
21493535	51105999	Other Charges: Field Experience	-	100		100
21493535	51107221	Instructional Equipment		100		100
		Total 71100	453	300	(353)	400
21493535	52213081	Consultants	-	100		100
21493535	52214999	Other Materials and Supplies: Staff Development	-	100		100
21493535	52215241	Staff Development	1,000		(148)	852
		Total 72210	1,000	200	(148)	1,052
		TOTAL	1,453	500	(501)	1,452
<u>OLPH</u>						
21493575	51105999	Charges: Field experiences	2,868		(2)	2,866
		Total 71100	2,868	-	(2)	2,866
21493575	52215241	Staff Development	2,000			2,000
		Total 72210	2,000	-	-	2,000
		TOTAL	4,868	-	(2)	4,866
<u>Skyuka Hall</u>						
21493945	52213081	Consultants	-	384		384
21493945	52215241	Staff Development	1,884		(384)	1,500
		Total 72210	1,884	384	(384)	1,884
		Total Private Schools	92,968	48,511	(42,540)	107,119

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2020 BUDGET DOCUMENT	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
CHARTER SCHOOLS						
<u>Chattanooga Preparatory School</u>						
21493935	51104291	Instructional materials	2,670		(2,670)	-
21493935	51105999	Other charges - Field Experience Admissions		2,670		2,670
<u>Chattanooga Girls Leadership Academy</u>						
21495303	51104291	Instructional materials	6,733		(6,733)	-
21495303	52215999	Other Charges - Stipends		6,733		6,733
<u>Ivy Academy</u>						
21495313	51105999	Other charges - Extended Contracts	5,948			5,948
<u>Chattanooga Charter School of Excellence</u>						
21495323	51104291	Instructional materials	-	7,891		7,891
21495323	51107221	Instructional Equipment	7,500			7,500
21495323	52213081	Consultants	7,891		(7,891)	-
<u>Chattanooga Charter School of Excellence Middle</u>						
21496322	51104291	Instructional materials	-	4,358		4,358
21496322	51107221	Instructional Equipment	7,500			7,500
21496322	52213081	Consultants	4,358		(4,358)	-
Total Charter Schools			42,600	21,652	(21,652)	42,600
TOTAL GRANT			943,529	327,629	(96,989)	1,182,349

**HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
SCHOOL IMPROVEMENT GRANT
BUDGET FISCAL YEAR 2019-2020**

Estimated carryover for the Budget Document was \$ 0 . Actual carryover at 7/1/19 was \$413,431 .

21520000	41427141	REVENUE	1,750,000		1,750,000
21520000	41427141	FY19 Carryover	-	413,431	413,431
			1,750,000	413,431	-
					2,163,431

SUMMARY BY FUNCTION OF CHANGES TO BUDGET:

71100	Regular Instruction	823,666	176,955	(137,371)	863,250
72130	Other Student Support	221,185	8,128	(81)	229,232
72210	Instruction Support	662,792	400,609	(48,599)	1,014,802
99000	Indirect Costs	42,357	13,790	-	56,147
		1,750,000	599,482	(186,051)	2,163,431

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 9/19/2019	INCREASE	DECREASE	AMENDED BUDGET 11/21/2019
School Improvement Priority Schools						
21521000	51101881	Teacher Bonuses - Math	5,000	60,000		65,000
21521000	51102011	Social Security	310	3,720		4,030
21521000	51102041	Retirement	531	6,378		6,909
21521000	51102121	Medicare	72	870		942
21521000	51104291	READ 180	300,000		(123,000)	177,000
21521000	51104291	Math Supplies - IXL (HS and Middle School)	32,500			32,500
21521000	51104291	Instructional Supplies - CKLA and EL Printed	12,500			12,500
21521000	51104291	Instructional Supplies	7,013			7,013
		Total 71100--Regular Instruction	357,926	70,968	(123,000)	305,894
21521000	52211053	Human Resources Coordinator (1)	35,500			35,500
21521000	52211053	Data Coordinator--(1)	43,900			43,900
21521000	52211881	Principal Retention Bonus (Match - Principal I	14,400		(2,225)	12,175
21521000	52211899	Content Lead/Coach - K-5 ELA (1)	39,500		(39,500)	-
21521000	52211899	Content Lead/Coach - K-5 Math (1)	39,500			39,500
21521000	52211899	RTI Content Lead	39,500			39,500
21521000	52211899	1 New Teacher Coach	5,547			5,547
21521000	52211899	Curriculum Instruction Facilitator (1)	-	40,500		40,500
21521000	52211899	Content Lead/Coach 6-12 Math (1)	28,238	11,262		39,500
21521000	52211899	Content Lead/Coach 6-12 ELA	-	32,500		32,500
21521000	52211899	Content Lead/Coach K-12 Science	-	36,500		36,500
21521000	52211961	Stipends	22,760	19,511		42,271
21521000	52212011	Social Security	16,133	6,645		22,778
21521000	52212041	Retirement	27,090	13,408		40,498
21521000	52212061	Life Insurance	195	65		260
21521000	52212071	Health Insurance	28,500	9,500		38,000
21521000	52212081	Dental Insurance	1,035	345		1,380
21521000	52212101	Unemployment Compensation	540	180		720
21521000	52212121	Medicare	3,773	1,554		5,327
21521000	52212991	Other Fringe Benefits	475	151		626
21521000	52213081	Consultants	98,695	72,400		171,095
21521000	52214999	Staff Development Supplies	12,500			12,500
21521000	52215241	Staff Development	30,950		(6,874)	24,076
		Total 72210--Instructional Support	488,731	244,521	(48,599)	684,653
21521000	59005901	Indirect Costs	42,357	13,790		56,147
		Total 99000	42,357	13,790	-	56,147
		Total Priority School Initiatives	889,014	329,279	(171,599)	1,046,694

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 9/19/2019	INCREASE	DECREASE	AMENDED BUDGET 11/21/2019
<u>Brainerd High</u>						
21525103	51101161	1 Full Time Academic Lab Teacher	32,000	32,500		64,500
21525103	51101166	2 part-time interventionists (2 Reading)	34,104			34,104
21525103	51102011	Social Security	5,835	278	-	6,113
21525103	51102041	Retirement	6,378	478	-	6,856
21525103	51102061	Life Insurance	65			65
21525103	51102071	Health Insurance	9,500			9,500
21525103	51102081	Dental Insurance	346		(1)	345
21525103	51102101	Unemployment Compensation	180			180
21525103	51102121	Medicare	1,365	65		1,430
21525103	51102991	Other Fringes	120	9		129
21525103	51103999	Contracted Services	10,000			10,000
21525103	51104291	Instructional Supplies	8,000			8,000
Total 71100--Regular Instruction			107,893	33,330	(1)	141,222
21525103	52211899	ELA Coach	53,500			53,500
21525103	52212011	Social Security	3,317			3,317
21525103	52212041	Retirement	5,687			5,687
21525103	52212061	Life Insurance	65			65
21525103	52212071	Health Insurance	9,500			9,500
21525103	52212081	Dental Insurance	345			345
21525103	52212101	Unemployment Compensation	180			180
21525103	52212121	Medicare	776			776
21525103	52212991	Other Fringe Benefits	107			107
Total 72210--Instructional Support			73,477	-	-	73,477
Total School			181,370	33,330	(1)	214,699
<u>The Howard School</u>						
21525143	51103999	Contracted Services	10,000			10,000
21525143	51104291	Instructional Supplies	8,000			8,000
Total 71100--Regular Instruction			18,000	-	-	18,000
21525143	52131899	ESOL Transition Specialist (1)	59,529			59,529
21525143	52131899	Dean of Students (.5)	30,000			30,000
21525143	52132011	Social Security	5,551	-		5,551
21525143	52132041	Retirement	9,517	-		9,517
21525143	52132061	Life Insurance	97			97
21525143	52132071	Medical Insurance	14,250			14,250
21525143	52132081	Dental Insurance	518			518
21525143	52132101	Unemployment Comp.	270			270
21525143	52132121	Medicare	1,298	-		1,298
21525143	52132991	Other Fringes	174			174
Total 72130--Other Student Support			121,204	-	-	121,204
Total School			139,204	-	-	139,204

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 9/19/2019	INCREASE	DECREASE	AMENDED BUDGET 11/21/2019
<u>Dalewood Middle</u>						
21526132	51101166	2 part-time interventionist (Math)	34,104			34,104
21526132	51101345	1 Classified Math Tutors	12,667			12,667
21526132	51102011	Social Security	2,900			2,900
21526132	51102121	Medicare	678			678
21526132	51104291	Instructional Supplies	8,000			8,000
		Total 71100--Regular Instruction	58,349	-	-	58,349
21526132	52131899	Behavior Management Specialist (1)	35,700			35,700
21526132	52132011	Social Security	2,213			2,213
21526132	52132041	Retirement	5,228			5,228
21526132	52132061	Life Insurance	65			65
21526132	52132071	Medical Insurance	9,500			9,500
21526132	52132081	Dental Insurance	345			345
21526132	52132101	Unemployment Comp.	180			180
21526132	52132121	Medicare	518			518
21526132	52132991	Other Fringes	71			71
		Total 72130--Other Student Support	53,820	-	-	53,820
		Total School	112,169	-	-	112,169
<u>Orchard Knob Middle</u>						
21526162	51101166	2 part-time interventionist (Math)	34,104			34,104
21526162	51101345	1 Classified Math Tutors	12,667			12,667
21526162	51102011	Social Security	2,900			2,900
21526162	51102121	Medicare	678			678
21526162	51104291	Instructional Supplies	8,000			8,000
		Total 71100--Regular Instruction	58,349	-	-	58,349
		Total School	58,349	-	-	58,349
<u>Clifton Hills Elementary</u>						
21527311	51104291	Instructional Supplies	8,000			8,000
		Total 71100--Regular Instruction	8,000	-	-	8,000
21527311	52211899	ELL Coach (1)	57,000			57,000
21527311	52212011	Social Security	3,534			3,534
21527311	52212041	Retirement	6,059			6,059
21527311	52212061	Life Insurance	65			65
21527311	52212071	Health Insurance	9,500			9,500
21527311	52212081	Dental Insurance	345			345
21527311	52212101	Unemployment Compensation	180			180
21527311	52212121	Medicare	827			827
21527311	52212991	Other Fringe Benefits	114			114
		Total 72210--Instructional Support	77,624	-	-	77,624
		Total School	85,624	-	-	85,624
<u>Calvin Donaldson Elementary</u>						
21527321	51101166	2 part-time interventionists	43,848			43,848
21527321	51101345	3 Classified Tutors	48,859			48,859
21527321	51102011	Social Security	5,748			5,748
21527321	51102121	Medicare	1,344			1,344
21527321	51104291	Instructional Supplies	8,000			8,000
		Total 71100--Regular Instruction	107,799	-	-	107,799
		Total School	107,799	-	-	107,799

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 9/19/2019	INCREASE	DECREASE	AMENDED BUDGET 11/21/2019
Hardy Elementary						
21527411	51101166	2 part-time interventionist	43,848			43,848
21527411	51102011	Social Security	2,719			2,719
21527411	51102121	Medicare	636			636
21527411	51104291	Instructional Supplies	8,000			8,000
		Total 71100--Regular Instruction	55,203	-	-	55,203
21527411	52131899	Behavior Management Specialist (1)	28,442	7,558		36,000
21527411	52132011	Social Security	1,767	465		2,232
21527411	52132041	Retirement	5,373		(81)	5,292
21527411	52132061	Life Insurance	65			65
21527411	52132071	Medical Insurance	9,500			9,500
21527411	52132081	Dental Insurance	345			345
21527411	52132101	Unemployment Comp.	180			180
21527411	52132121	Medicare	417	105		522
21527411	52132991	Other Fringes	72			72
		Total 72130--Other Student Support	46,161	8,128	(81)	54,208
		Total School	101,364	8,128	(81)	109,411
Orchard Knob Elementary						
21527471	51101161	STEM Lab Teacher	16,250	54,950		71,200
21527471	51102011	Social Security	1,007	3,407		4,414
21527471	51102041	Retirement	1,728	5,840		7,568
21527471	51102061	Life Insurance	17	48		65
21527471	51102071	Health Insurance	2,375	7,125		9,500
21527471	51102081	Dental Insurance	86	259		345
21527471	51102101	Unemployment Compensation	45	135		180
21527471	51102121	Medicare	236	796		1,032
21527471	51102991	Other Fringe Benefits	33	97		130
21527471	51104291	Instructional Supplies	8,000			8,000
		Total 71100--Regular Instruction	29,777	72,657	-	102,434
21527471	52211899	Math Coach	17,250	50,750		68,000
21527471	52212011	Social Security	1,069	3,147		4,216
21527471	52212041	Retirement	1,834	5,394		7,228
21527471	52212061	Life Insurance	16	49		65
21527471	52212071	Health Insurance	2,375	7,125		9,500
21527471	52212081	Dental Insurance	86	259		345
21527471	52212101	Unemployment Compensation	45	135		180
21527471	52212121	Medicare	250	736		986
21527471	52212991	Other Fringe Benefits	35	101		136
		Total 72210--Instructional Support	22,960	67,696	-	90,656
		Total School	52,737	140,353	-	193,090

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 9/19/2019	INCREASE	DECREASE	AMENDED BUDGET 11/21/2019
Woodmore Elementary						
21527501	51101161	STEM Lab Teacher	10,000		(10,000)	-
21527501	51102011	Social Security	620		(620)	-
21527501	51102041	Retirement	1,063		(1,063)	-
21527501	51102061	Life Insurance	16		(16)	-
21527501	51102071	Health Insurance	2,375		(2,375)	-
21527501	51102081	Dental Insurance	86		(86)	-
21527501	51102101	Unemployment Compensation	45		(45)	-
21527501	51102121	Medicare	145		(145)	-
21527501	51102991	Other Fringe Benefits	20		(20)	-
21527501	51104291	Instructional Supplies	8,000			8,000
Total 71100--Regular Instruction			22,370	-	(14,370)	8,000
21527501	52211899	K-2 Instructional Coach	-	66,100		66,100
21527501	52212011	Social Security	-	4,098		4,098
21527501	52212041	Retirement	-	7,026		7,026
21527501	52212061	Life Insurance	-	65		65
21527501	52212071	Health Insurance	-	9,500		9,500
21527501	52212081	Dental Insurance	-	345		345
21527501	52212101	Unemployment Compensation	-	180		180
21527501	52212121	Medicare	-	958		958
21527501	52212991	Other Fringe Benefits	-	120		120
Total 72210--Instructional Support			-	88,392	-	88,392
Total School			22,370	88,392	(14,370)	96,392
TOTAL GRANT			1,750,000	599,482	(186,051)	2,163,431

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
FEDERAL PROGRAMS
ADAPTIVE LEARNING TECHNOLOGY GRANT
BUDGET FISCAL YEAR 2019-2020**

The FY2019-20 award is \$564,033.62

SOURCE OF FUNDS SUMMARY

ORGANIZATION KEY	OBJECT CODE	DESCRIPTION	FY2020 BUDGET 8/15/2019	INCREASE	(DECREASE)	AMENDED BUDGET 11/21/2019
21700000	41427141	Revenue - Title I	564,034			564,034

USE OF FUNDS SUMMARY

	71100	Regular Instruction	411,076	-	(6,317)	404,759
	72210	Instructional Support	138,183	95,000	(88,683)	144,500
	99000	Indirect Costs	14,775	-	-	14,775
		TOTAL USE OF FUNDS	564,034	95,000	(95,000)	564,034

ORGANIZATION KEY	OBJECT CODE	DESCRIPTION	FY2020 BUDGET 8/15/2019	INCREASE	(DECREASE)	AMENDED BUDGET 11/21/2019
21700000	51101981	Substitutes	190,732		(5,868)	184,864
21700000	51102011	Social Security	11,825		(364)	11,461
21700000	51102121	Employer Medicare	2,766		(85)	2,681
21700000	51104999	Other Supplies and Materials - Software	205,753			205,753
		Total 71100 - Regular Instruction	411,076	-	(6,317)	404,759
21700000	52211961	In-Service	74,976		(74,976)	-
21700000	52212011	Social Security	4,649		(4,649)	-
21700000	52212041	State Retirement	7,971		(7,971)	-
21700000	52212121	Employer Medicare	1,087		(1,087)	-
21700000	52213081	Consultants	49,500	95,000		144,500
		Total 72210 - Instructional Support	138,183	95,000	(88,683)	144,500
21700000	59005901	Indirect Costs (2.69%)	14,775			14,775
		Total 99000	14,775	-	-	14,775
		TOTAL BUDGET	564,034	95,000	(95,000)	564,034

HAMILTON COUNTY DEPT OF EDUCATION
STATE PROGRAMS
PRIORITY SCHOOLS STATE GRANT
BUDGET FISCAL YEAR 2019-2020
 Carryover budget at 7/1/19 was \$393,367.24

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2020 BUDGET 11/21/2019
12660000	40006590	OTHER STATE EDUCATION REVENUE	393,367
Use of Funds Summary			
	71100	Regular Instruction	128,019
	72210	Instructional Support	250,000
	72220	Special Education Support	6,506
	99000	Indirect Costs	8,842
		Total Use of Funds	393,367
ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2019 BUDGET 11/21/2019
12661000	51101409	Teacher Extended Contract - Model Classroom	50,000
12661000	51102011	Social Security	3,100
12661000	51102041	Retirement	5,315
12661000	51102121	Medicare	725
		Total 71100--Regular Instruction	59,140
12661000	52213081	Consultants	250,000
		Total 72210--Instructional Support	250,000
12661000	52221899	Teacher Extended Contract	5,500
12661000	52222011	Social Security	341
12661000	52222041	Retirement	585
12661000	52222121	Medicare	80
		Total 72220 - Support Services-Special Education	6,506
12661000	59005901	Indirect Costs	8,842
		Total 99000	8,842
		Total District Priority	324,488
<u>Brainerd High</u>			
12665103	51101345	Evening School Tutors - PT (3)	12,150
12665103	51102011	Social Security	753
12665103	51102121	Medicare	176
		Total 71100--Regular Instruction	13,079
		Total Brainerd	13,079
<u>The Howard School</u>			
12665143	51107221	Instructional Equipment	10,911
		Total 71100--Regular Instruction	10,911
		Total Howard School	10,911
<u>Dalewood Middle School</u>			
12666132	51107221	Instructional Equipment	4,176
		Total 71100--Regular Instruction	4,176
		Total Dalewood Middle School	4,176
<u>Orchard Knob Middle School</u>			
12666162	51107221	Instructional Equipment	7,848
		Total 71100--Regular Instruction	7,848
		Total Orchard Knob Middle School	7,848
<u>Clifton Hills Elementary</u>			
12667311	51107221	Instructional Equipment	13,917
		Total 71100--Regular Instruction	13,917
		Total Clifton Hills Elementary	13,917
<u>Hardy Elementary</u>			
12667411	51107221	Instructional Equipment	2,918
		Total 71100--Regular Instruction	2,918
		Total Hardy Elementary	2,918
<u>Orchard Knob Elementary</u>			
12667471	51107221	Instructional Equipment	5,817
		Total 71100--Regular Instruction	5,817
		Total Orchard Knob Elementary	5,817
<u>Woodmore Elementary</u>			
12667501	51107221	Instructional Equipment	10,213
		Total 71100--Regular Instruction	10,213
		Total Woodmore Elementary	10,213
		TOTAL GRANT	393,367

Hamilton County Department of Education
Self-Funded Programs
Nursing Services
Budget Fiscal Year 2019-2020

Source of Funds Summary

Organization	Object		FY2020			Amended
Key	Code	Description	Original	Increase	(Decrease)	Budget
			Budget			11/21/2019
10000000	30004555	Restricted for Education		22,000		22,000
34190000	41433990	Other Charges for Services	42,500			42,500
		Total Source of Funds	42,500	22,000		64,500

Use of Funds Summary

Organization	Object		FY2020			Amended
Key	Code	Description	Budget	Increase	(Decrease)	Budget
			Document			11/21/2019
34190000	52123999	Other Contracted Services	20,000			20,000
34190000	52124131	Drugs and Medical Supplies	9,000			9,000
34190000	52124351	Office Supplies	6,000			6,000
34190000	52124999	Other Supplies	3,500			3,500
34190000	52125241	In-Service/Staff Development	250			250
34190000	52127351	Equipment	3,750	22,000		25,750
		Total 72120 Health Services	42,500	22,000		64,500

b. Priority School Principal Incentive

**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: November 21, 2019

SUBJECT: Budget Amendments –Priority Schools Principal Incentive State Grant

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

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

18040000	40006590	OTHER STATE EDUCATION REVENUE	70,764	5,948		76,712
ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	FY2019 BUDGET 9/19/2019	INCREASES	DECREASES	AMENDED BUDGET 11/21/2019
<u>Dalewood Middle</u>						
18236132	52211881	Principal Retention Bonus	9,971			9,971
18236132	52212011	Social Security	618			618
18236132	52212041	Retirement	1,060			1,060
18236132	52212121	Medicare	145			145
Total 72210--Instructional Support			11,794	-	-	11,794
Note: \$2,400 matched in District Priority School Improvement Grant						
<u>Clifton Hills Elementary</u>						
18237311	52211881	Principal Retention Bonus	9,971			9,971
18237311	52212011	Social Security	618			618
18237311	52212041	Retirement	1,060			1,060
18237311	52212121	Medicare	145			145
Total 72210--Instructional Support			11,794	-	-	11,794
Note: \$2,400 matched in District Priority School Improvement Grant						
<u>Calvin Donaldson Environmental Science</u>						
18237321	52211881	Principal Recruitment Bonus		15,000		15,000
18237321	52211881	Principal Retention Bonus	9,971		(9,971)	-
18237321	52212011	Social Security	618	312		930
18237321	52212041	Retirement	1,060	534		1,594
18237321	52212121	Medicare	145	73		218
Total 72210--Instructional Support			11,794	15,919	(9,971)	17,742
<u>Hardy Elementary</u>						
18237411	52211881	Principal Retention Bonus	9,971			9,971
18237411	52212011	Social Security	618			618
18237411	52212041	Retirement	1,060			1,060
18237411	52212121	Medicare	145			145
Total 72210--Instructional Support			11,794	-	-	11,794
Note: \$2,400 matched in District Priority School Improvement Grant						
<u>Orchard Knob Elementary</u>						
18237471	52211881	Principal Retention Bonus	9,971			9,971
18237471	52212011	Social Security	618			618
18237471	52212041	Retirement	1,060			1,060
18237471	52212121	Medicare	145			145
Total 72210--Instructional Support			11,794	-	-	11,794
Note: \$2,400 matched in District Priority School Improvement Grant						
<u>Woodmore Elementary</u>						
18237501	52211881	Principal Retention Bonus	9,971			9,971
18237501	52212011	Social Security	618			618
18237501	52212041	Retirement	1,060			1,060
18237501	52212121	Medicare	145			145
Total 72210--Instructional Support			11,794	-	-	11,794
Note: \$2,400 matched in District Priority School Improvement Grant						
TOTAL GRANT			70,764	15,919	(9,971)	76,712

4. Use of Fund Balance Assigned for Technology and Textbooks



**HAMILTON
COUNTY
SCHOOLS**

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

Memorandum

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

From: Brent Goldberg, CPA
Chief Business Officer

Date: November 21, 2019

Re: Use of Fund Balance Assigned for Technology and Textbooks

Board approval is recommended to appropriate fund balance assigned/committed for technology and textbooks.

Appropriate fund balance assigned for technology to purchase new ERP (Finance & HR) and applicant tracking software. The current ERP software has been in use for 15 years and no longer meets the needs of Hamilton County Schools.

Source of Funds:

1000000-30004755	Fund Balance Assigned for Education – Technology	\$1,800,000
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Use of Funds:

19050000-52253995	Hardware/Software	\$1,800,000
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Appropriate fund balance committed for textbooks to purchase textbooks for the following recent adoptions: Social Studies, English Language Arts Pilot, Foreign Languages, Chemistry, and Music (grades 6-12).

Source of Funds:

1000000-30004660	Fund Balance Committed for Instruction – Textbooks	\$3,900,000
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Use of Funds:

18160000-51104491	Textbooks	\$3,900,000
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5. Tyler Technologies, Inc (Munis ERP) Contract



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

Memorandum

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

From: Brent Goldberg, CPA, Chief Business Officer

Date: November 21, 2019

Re: Tyler Technologies, Inc. (Munis ERP)

Approval is recommended for implementation of a new Finance and HR enterprise resource planning tool to include the purchase, through a cooperative purchasing agreement, of licensures and all necessary services for implementation. This contract with Tyler Technologies, Inc. will replace our existing ERP system with SunGard K-12 Education product Business Plus. In addition to traditional Finance and HR applications, the new enterprise resource planning tool will also include open government applications that will allow us to launch open finance and other transparency portals for unparalleled public access to real-time data in a format that is meaningful and engaging for citizens.

Tyler Technologies, Inc. offered the most comprehensive tool with the best long-term value for the district. The tool will be hosted onsite at Hamilton County Schools with an annual maintenance agreement. Hamilton County Schools has negotiated discounts and cost avoidance of approximately \$550,000 during the first year, as compared to the cooperative purchasing agreement pricing.

Total cost for implementation and first year maintenance is \$1,742,446. Recurring annual maintenance costs beginning in year two are \$185,157.

The initial term of the contract is December 1, 2019 through December 31, 2020 and will include all software licenses, data conversion, training, and project management for implementation of this product. Each term shall automatically renew until either party gives written notice of termination.

The contract implementation will be funded through appropriation of assigned fund balance for technology. Annual maintenance will be funded through the general-purpose operating budget.

Attached, please find the proposed contract for your approval.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 46759.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Tyler Munis software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Hamilton County Schools.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other

cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A and Attachment 1 to Exhibit G.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. Copies of our current Invoicing and Payment Policies are attached as Exhibit B and Attachment 2 to Exhibit G.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. Copies of our current Maintenance and Support Agreements are attached as Exhibit C and Attachment 3 to Exhibit G.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E and Attachment 4 to Exhibit G.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. Copies of our current Support Call Processes are attached as Schedule 1 to Exhibit C and Attachment 3 to Exhibit G.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial

hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
 - 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
 - 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
 - 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
 3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
 4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith

estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. **Background Checks.** For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party

Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

- 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
- 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler

Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; (b) a breach by Tyler of Section I(17) (Confidentiality) of this Agreement; or (c) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy

Exhibit C	Schedule 1: Business Travel Policy
	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	DocOrigins End User License Agreement
	Schedule 1: Quatred End User License Agreement
Exhibit E	Statement of Work
Exhibit F	Disaster Recovery Agreement
Exhibit G	Socrata Software as a Service Terms and Conditions

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Hamilton County Schools, TN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, TN 37421
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Phil Sharp
 Date: 10/22/2019
 Quote Expiration: 2/25/2020
 Quote Name: Hamilton County School District-ERP-Munis
 Quote Number: 2019-92574
 Quote Description: Hamilton County School District-ERP-Munis

Sales Quotation For

Hamilton County School District
 3074 Hickory Valley Rd
 Chattanooga, TN 37421-1273
 Phone 4232098400

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Financials:

Accounting/GL	\$106,470.00	184	\$32,200.00	\$20,000.00	\$158,670.00	\$19,165.00
Accounts Payable	\$31,230.00	64	\$11,200.00	\$0.00	\$42,430.00	\$5,621.00
Bid Management	\$13,500.00	48	\$8,400.00	\$0.00	\$21,900.00	\$2,430.00
Budgeting	\$31,230.00	80	\$14,000.00	\$0.00	\$45,230.00	\$5,621.00
Capital Assets	\$31,185.00	80	\$14,000.00	\$4,500.00	\$49,685.00	\$5,613.00
Cash Management	\$21,825.00	56	\$9,800.00	\$0.00	\$31,625.00	\$3,929.00
Contract Management	\$13,500.00	48	\$8,400.00	\$0.00	\$21,900.00	\$2,430.00
Employee Expense Reimbursement	\$12,780.00	72	\$12,600.00	\$0.00	\$25,380.00	\$2,300.00
Project & Grant Accounting	\$22,860.00	64	\$11,200.00	\$7,000.00	\$41,060.00	\$4,115.00
Purchasing	\$53,010.00	168	\$29,400.00	\$4,000.00	\$86,410.00	\$9,542.00
Quatred Asset Scanning Interface	\$5,220.00	24	\$4,200.00	\$0.00	\$9,420.00	\$940.00

Human Capital Management:

ExecuTime Time & Attendance (4841)	\$111,500.00	344	\$60,200.00	\$0.00	\$171,700.00	\$22,300.00
ExecuTime Time & Attendance Mobile Access	\$5,585.00	0	\$0.00	\$0.00	\$5,585.00	\$1,117.00
Human Resources & Talent Management	\$69,300.00	328	\$57,400.00	\$0.00	\$126,700.00	\$12,474.00
Payroll w/ESS	\$136,205.00	440	\$77,000.00	\$44,700.00	\$257,905.00	\$24,517.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Revenue:						
Accounts Receivable	\$27,000.00	128	\$22,400.00	\$0.00	\$49,400.00	\$4,860.00
General Billing	\$14,850.00	64	\$11,200.00	\$2,200.00	\$28,250.00	\$2,673.00
Productivity:						
Tyler ReadyForms Processing (including Common Form Set)	\$24,900.00	0	\$0.00	\$0.00	\$24,900.00	\$4,980.00
Tyler Content Manager SE	\$40,500.00	80	\$14,000.00	\$0.00	\$54,500.00	\$7,290.00
Munis Analytics & Reporting	\$32,220.00	104	\$18,200.00	\$0.00	\$50,420.00	\$5,800.00
eProcurement	\$20,790.00	48	\$8,400.00	\$0.00	\$29,190.00	\$3,742.00
Additional:						
3rd Party Applicant Tracking API Connector for Munis	\$6,750.00	48	\$8,400.00	\$0.00	\$15,150.00	\$1,350.00
Tyler Disaster Recovery Service	\$0.00	0	\$0.00	\$0.00	\$0.00	\$32,348.00
Sub-Total:	\$832,410.00		\$432,600.00	\$82,400.00	\$1,347,410.00	\$185,157.00
<i>Less Discount:</i>	<i>\$127,843.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$127,843.00</i>	<i>\$152,809.00</i>
TOTAL:	\$704,567.00	2472	\$432,600.00	\$82,400.00	\$1,219,567.00	\$32,348.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
25% of Dedicated Project Manager (Monthly)	14	\$7,500.00	\$0.00	\$105,000.00
Change Management Guidance	1	\$15,000.00	\$0.00	\$15,000.00
Install Fee - New Server Install-WIN	1	\$9,000.00	\$0.00	\$9,000.00
Custom Report Writing	120	\$175.00	\$0.00	\$21,000.00
Post Live Stabilization - Financials	120	\$175.00	\$0.00	\$21,000.00
Post Live Stabilization - HCM/Payroll	120	\$175.00	\$0.00	\$21,000.00
3rd Party Integration Consulting	120	\$175.00	\$0.00	\$21,000.00
Tyler ReadyForms Processing Configuration	1	\$3,000.00	\$0.00	\$3,000.00
TOTAL:				\$216,000.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Quatred Professional Services	1	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00
Quatred QUICK Fixed Asset Starter Kit	1	\$6,998.00	\$0.00	\$6,998.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
3rd Party Hardware Sub-Total:			\$0.00	\$8,648.00			\$0.00
3rd Party Services Sub-Total:			\$0.00	\$5,000.00			\$0.00
TOTAL:				\$13,648.00			\$0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$704,567.00	\$32,348.00
Total Tyler Services	\$731,000.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$13,648.00	\$0.00
Summary Total	\$1,449,215.00	\$32,348.00
Contract Total	\$1,481,563.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$218,510.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Accounting - Budgets up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Accounting Standard COA	\$3,000.00	\$0.00	\$3,000.00
Accounts Payable - Checks up to 5 years	\$4,500.00	\$0.00	\$4,500.00
Accounts Payable - Invoice up to 5 years	\$5,500.00	\$0.00	\$5,500.00
Accounts Payable Standard Master	\$3,000.00	\$0.00	\$3,000.00
Capital Assets Std Master	\$4,500.00	\$0.00	\$4,500.00
General Billing Std CID	\$2,200.00	\$0.00	\$2,200.00
Payroll - Accrual Balances	\$3,500.00	\$0.00	\$3,500.00
Payroll - Accumulators up to 5 years	\$3,500.00	\$0.00	\$3,500.00
Payroll - Certifications	\$4,000.00	\$0.00	\$4,000.00
Payroll - Check History up to 5 years	\$3,800.00	\$0.00	\$3,800.00
Payroll - Deductions	\$4,200.00	\$0.00	\$4,200.00
Payroll - Earning/Deduction Hist up to 5 years	\$5,500.00	\$0.00	\$5,500.00
Payroll - Education	\$4,000.00	\$0.00	\$4,000.00
Payroll - PM Action History up to 5 years	\$4,000.00	\$0.00	\$4,000.00
Payroll - Position Control	\$4,000.00	\$0.00	\$4,000.00
Payroll - Standard	\$4,200.00	\$0.00	\$4,200.00
Payroll - State Retirement Tables	\$4,000.00	\$0.00	\$4,000.00
Project Grant Accounting - Actuals up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting - Budgets up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting Standard	\$3,000.00	\$0.00	\$3,000.00
Purchasing - Purchase Orders - Standard Open PO's only	\$4,000.00	\$0.00	\$4,000.00
TOTAL:			\$82,400.00

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Inventory	\$31,185.00	80	\$14,000.00	\$0.00	\$45,185.00	\$5,613.00
Quatred Inventory Scanning Interface	\$5,220.00	24	\$4,200.00	\$0.00	\$9,420.00	\$940.00
Student Activity Accounting	\$34,380.00	80	\$14,000.00	\$0.00	\$48,380.00	\$6,188.00
Revenue:						
Tyler Cashiering	\$41,400.00	64	\$11,200.00	\$0.00	\$52,600.00	\$7,452.00
Productivity:						
Citizen Self Service	\$27,000.00	80	\$14,000.00	\$0.00	\$41,000.00	\$4,860.00
Additional:						
CAFR Statement Builder	\$16,875.00	48	\$8,400.00	\$0.00	\$25,275.00	\$3,038.00
Contracts - F	\$0.00	0	\$0.00	\$6,000.00	\$6,000.00	\$0.00
General Billing - Bills up to 5 years - F	\$0.00	0	\$0.00	\$5,000.00	\$5,000.00	\$0.00
General Billing - Recurring Invoices - F	\$0.00	0	\$0.00	\$4,000.00	\$4,000.00	\$0.00
Tyler Content Manager SE - Payroll - Certications - F	\$0.00	0	\$0.00	\$1,300.00	\$1,300.00	\$0.00
TOTAL:	\$156,060.00	376	\$65,800.00	\$16,300.00	\$238,160.00	\$28,091.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Contracts	\$6,000.00	\$0.00	\$6,000.00
General Billing - Bills up to 5 years	\$5,000.00	\$0.00	\$5,000.00
General Billing - Recurring Invoices	\$4,000.00	\$0.00	\$4,000.00
Tyler Content Manager SE - Payroll - Certications	\$1,300.00	\$0.00	\$1,300.00
TOTAL:			\$16,300.00

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
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Quatred QUICK Inventory Starter Kit	1	\$6,998.00	\$0.00	\$6,998.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$6,998.00</i>			<i>\$0.00</i>
TOTAL:				\$6,998.00			\$0.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Financials:

Accounting/GL	\$106,470.00	\$10,647.00	\$95,823.00	\$19,165.00	\$19,165.00	\$0.00
Accounts Payable	\$31,230.00	\$3,123.00	\$28,107.00	\$5,621.00	\$5,621.00	\$0.00
Bid Management	\$13,500.00	\$1,350.00	\$12,150.00	\$2,430.00	\$2,430.00	\$0.00
Budgeting	\$31,230.00	\$3,123.00	\$28,107.00	\$5,621.00	\$5,621.00	\$0.00
Capital Assets	\$31,185.00	\$3,119.00	\$28,066.00	\$5,613.00	\$5,613.00	\$0.00
Cash Management	\$21,825.00	\$2,183.00	\$19,642.00	\$3,929.00	\$3,929.00	\$0.00
Contract Management	\$13,500.00	\$1,350.00	\$12,150.00	\$2,430.00	\$2,430.00	\$0.00
Employee Expense Reimbursement	\$12,780.00	\$1,278.00	\$11,502.00	\$2,300.00	\$2,300.00	\$0.00
Project & Grant Accounting	\$22,860.00	\$2,286.00	\$20,574.00	\$4,115.00	\$4,115.00	\$0.00
Purchasing	\$53,010.00	\$5,301.00	\$47,709.00	\$9,542.00	\$9,542.00	\$0.00
Quatred Asset Scanning Interface	\$5,220.00	\$522.00	\$4,698.00	\$940.00	\$940.00	\$0.00

Payroll/HR:

ExecuTime Time & Attendance (4841)	\$111,500.00	\$55,750.00	\$55,750.00	\$22,300.00	\$22,300.00	\$0.00
ExecuTime Time & Attendance Mobile Access	\$5,585.00	\$559.00	\$5,026.00	\$1,117.00	\$1,117.00	\$0.00
Human Resources & Talent Management	\$69,300.00	\$6,930.00	\$62,370.00	\$12,474.00	\$12,474.00	\$0.00
Payroll w/ESS	\$136,205.00	\$13,621.00	\$122,584.00	\$24,517.00	\$24,517.00	\$0.00

Revenue:

Accounts Receivable	\$27,000.00	\$2,700.00	\$24,300.00	\$4,860.00	\$4,860.00	\$0.00
General Billing	\$14,850.00	\$1,485.00	\$13,365.00	\$2,673.00	\$2,673.00	\$0.00

Productivity:

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
eProcurement	\$20,790.00	\$2,079.00	\$18,711.00	\$3,742.00	\$3,742.00	\$0.00
Munis Analytics & Reporting	\$32,220.00	\$3,222.00	\$28,998.00	\$5,800.00	\$5,800.00	\$0.00
Tyler Content Manager SE	\$40,500.00	\$4,050.00	\$36,450.00	\$7,290.00	\$7,290.00	\$0.00
Tyler ReadyForms Processing (including Common Form Set)	\$24,900.00	\$2,490.00	\$22,410.00	\$4,980.00	\$4,980.00	\$0.00
Additional:						
3rd Party Applicant Tracking API Connector for Munis	\$6,750.00	\$675.00	\$6,075.00	\$1,350.00	\$1,350.00	\$0.00
Tyler Disaster Recovery Service	\$0.00	\$0.00	\$0.00	\$32,348.00	\$0.00	\$32,348.00
TOTAL:	\$832,410.00	\$127,843.00	\$704,567.00	\$185,157.00	\$152,809.00	\$32,348.00

Comments

Tyler's Disaster Recovery Service is calculated at 25% of the Munis annual maintenance. There is a \$5,000 minimum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live Munis database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

The Tyler Software Product Tyler ReadyForms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Payroll library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Comments

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Quatred QUICK Inventory Starter Kit: QUICK Inventory Software, NX4 Rugged Mobile Scanning Device with 1D Imager, CDMA, WLAN, Bluetooth, GPS, Camera, Numeric Keypad, WEH 6.5 OS, Cradle, Spare battery, Power supply. Standard 1 year manufacturer's warranty. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via TeamViewer. Software support and upgrades renewal for QUICK Inventory - after the first year, billed by Quatred.

Quatred QUICK Fixed Asset Starter Kit: QUICK Fixed Asset Software, NX4 Rugged Mobile Scanning Device with 1D Imager, CDMA, WLAN, Bluetooth, GPS, Camera, Numeric Keypad, WEH 6.5 OS, Cradle, Spare battery, Power supply, with Standard 1 year manufacturer's warranty. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via TeamViewer. Software support and upgrades renewal for QUICK Fixed Asset - after the first year, billed by Quatred.

Quatred Professional Services: 2 days onsite installation, configuration and training. Includes travel and living.

Additional required hardware will be purchased by the client directly through Quatred.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler



Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

- 2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

Change Management Services: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Other Services and Fees.

- 3.1 *Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will be provided in accordance with the terms of our then-current Disaster Recovery Agreement and will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Our current Disaster Recovery Agreement is attached to this Agreement as Exhibit F.

4. Third Party Products.

- 4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 4.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
- 4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 4.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along

with applicable expenses, at the rates set forth in the Investment Summary.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
DocOrigin End User License Agreement

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DocOrigin

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 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
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7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

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- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
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- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit D
Schedule 1
Quatred End User License Agreement

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Quatred End User License Agreement (EULA)

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Exhibit E

Statement of Work

Tyler Technologies

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer Hamilton County School District the opportunity to make the District more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the District's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

<u>PRODUCT</u>	<u>APPLICATION</u>
ExecuTime	Time & Attendance
Munis	Financial Management
Munis	Procurement
Munis	Human Capital Management
Munis	Accounts Receivable and Collections

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

Phase	Functional Area	Modules	Target Start Date	Target Go-Live Date
1	Financials	- Accounting/GL - Accounts Payable - Bids - Budget - Capital Assets - Cash Management - Contract Management - Employee Expense Reimbursement - Project & Grant Accounting - Purchasing - Quatred Asset Scanning Interface - eProcurement - Accounts Receivable - General Billing	Jan 2020, or as otherwise agreed to in the project plan	Dec 2020 or as otherwise agreed to in the project plan
2	Human Capital Management	- Human Resources & Talent Management - Payroll w/ESS - ExecuTime Time & Attendance 3rd Party Applicant Tracking API Connector for Munis	Apr 2020, or as otherwise agreed to in the project plan	Jan 2021, or as otherwise agreed to in the project plan
3	Productivity	- Change Management Guidance - Munis Admin & Security - Munis Analytics & Reporting - Tyler Content Manager SE - Change Management Guidance - Tyler ReadyForms Common Form Set	Cross Phase	Cross Phase

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the District's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the District collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the District steering committee become the escalation points to triage responses prior to escalation to the District and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The District and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the District's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The District's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The District project manager(s) will be responsible for reporting to the District steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The District steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the District project manager(s) and the Project and through participation in regular internal meetings, the District steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The District steering committee also provides support to the District project manager(s) by communicating the importance of the Project to all impacted departments. The District steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The District steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The District's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the District steering committee, project manager(s), and functional leads to make critical business decisions for the District.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the District. As requested by the District, the Tyler project manager(s) provide regular updates to the District's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the District management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The District shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the District does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the District does not agree the particular Deliverable or Control Point meets requirements, the District shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The District shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the District does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- (d) Project activities will begin after the Agreement has been fully executed.
- (e) The District has the ability to allocate additional internal resources if needed. The District also ensures the alignment of their budget and Scope expectations.
- (f) The District and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- (g) Tyler and District provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- (h) Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- (i) Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- (j) Tyler provides a written agenda and notice of any prerequisites to the District project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- (k) Tyler provides notice of any prerequisites to the District project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- (l) District users complete prerequisites prior to applicable scheduled activities.
- (m) Tyler provides guidance for configuration and processing options available within the Tyler software. The District is responsible for making decisions based on the options available.
- (n) In the event the District may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the District's responsibility to define, document, and implement.
- (o) The District makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- (p) Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- (q) The District will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The District is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The District understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the District may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the District to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

- The District ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The District is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.
- The District will provide network access for Tyler modules, printers, and Internet access to all applicable District and Tyler project staff.
- The District has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The District's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the District does not meet minimum standards of Tyler's published specifications.

3.5 Education

- Throughout the Project lifecycle, the District provides a training room for Tyler staff to transfer knowledge to the District's resources, for both onsite and remote sessions. The District will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the District will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The District determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The District provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a District provided projector, allowing all attendees the ability to actively engage in the training session.
- The District testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The District is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of District and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. District participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the District with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. District participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the District's team. During this step, Tyler will work with the District to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The District provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the District's site. The District completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by District and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

District stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the District's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: District reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: District acceptance of schedule based on District resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current District business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring District collaboration. The District shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

District and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the District, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the District's Legacy System Applications to the Tyler system. Tyler staff and the District work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

An Integration is a real-time or automated exchange of data between two systems. Standard Data Exchange tools are available to fulfill Integrations with external systems by allowing clients to get data in and out of the Tyler system. Data exchange tools can take the form of Imports and Exports, and Application Programming Interfaces (APIs). APIs may require additional licensing and may have some restrictions on use. Please refer to your licensing agreement for further information.

4.3.4.1 Imports and Exports

The Client and Tyler project manager(s) will work together to define/confirm which Imports and Exports are needed (if not outlined in the Agreement). Tyler will provide an Excel or ASCII file layouts for each Standard Data Exchange.

4.3.4.2 APIs

Additional API licensing and data sharing agreements are required for integration with third-party applications. In addition to ensuring that API services are functioning correctly, Tyler will participate in developer-to-developer discussions, if necessary, to allow the client to attain a satisfactory understanding of baseline API operation, as specified in the agreement. It is the Client's responsibility to fulfill integrations using Tyler's API services and ensure operation of the third party API services.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R								C	I		I			C		
			I	C								A	C		C			R		

4.3.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The District reviews the specifications and confirms they meet District's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a District business process change. It is the responsibility of the District to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for District approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the District will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

District and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either District-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule	A	R	I		C							C	I		I			I		

4.3.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to District business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: District acceptance of completed Questionnaire based on thoroughness of capturing all District business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy.
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the District, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the District's needs.
 - Scope: Design solution for Modification.
 - Acceptance criteria: District accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
 - Objective: Provide specifications for each District in Scope form, Report and output requirements.
 - Scope: Complete Forms package(s) included in agreement and identify Report needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
 - Objective: Installation of purchased Tyler software.
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the District is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, District team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.

- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the District's needs identified during the Assess and Define Stage, preparing the District for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the District to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the District Power Users to prepare them for the Validation of the software. The District collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the District, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the District reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the District to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the District tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 rd Party Data Exchange Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the District for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C			C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the District tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3				Forms & Reports Validation																			
				TYLER								CLIENT											
TASKS				Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report training						A	R								I	C		C			I		
Test Standard Forms & Reports						I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system.
 - Scope: Data conversion program complete; deliver converted data for review.
 - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
 - Objective: Provide instructions to the District to verify converted data for accuracy.
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
 - Acceptance criteria: District accepts data conversion delivery; District completes data issues log.
- Installation of Modifications on the District's server(s) *except for hosted Clients
 - Objective: Deliver Modification(s) in Tyler software.
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
 - Acceptance criteria: Delivery of Modification(s) results in objectives described in the District-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review.
 - Scope: Installation of all Standard Forms & Reports included in the Agreement.
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3rd party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The District and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the District review the final Cutover plan. A critical Project success factor is the District understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

District and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the District for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C						I	I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The District performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day District processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. District users who attended the Tyler sessions may train any District users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R								C	I		I	I		I	I	
			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3rd party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

4.6 Production Cutover (Stage 5)

District and Tyler resources complete tasks as outlined in the Production Cutover Plan and the District begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the District transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The District provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The District may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the District during Production Cutover activities. The District transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the District to the Tyler Support team, who provides the District with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with District project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			C	C								A	R	I	C				I	
		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase.
 - Acceptance criteria: Data is available in production environment.
- Support transition documents
 - Objective: Define strategy for on-going Tyler support.
 - Scope: Define support strategy for day-to-day processing, conference call with District Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
 - Acceptance criteria: the District receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The District moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The District and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the District project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Review outstanding Project activities and develop action plan	A	R	C								C	C	I	C	I		C		
	Review Project budget and status of contract Deliverables	A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget.
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the District's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the District's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the District steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends District steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager (25% Dedicated)

The Part Time Dedicated Tyler Project Manager has direct involvement with the Project and coordinates Project team members, implementation consultants, the overall implementation schedule, and serves as the primary point of contact with the District. The Tyler Project Manager provides regular updates to the District's Steering Committee and other Tyler governance members.

- Contract Management
 - Validates contract compliance throughout the Project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by District Project Manager

- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Update and deliver Implementation Management Plan
 - Defines Project tasks and resource requirements
 - Develops initial and full scale Project schedule with Functional Project Managers
 - Collaborates with County Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation
- Risk Management
 - Monitors and maintains risk register with District Project Manager
 - Proactively notifies District as risks change or begin to develop
 - Provides guidance to District on methods for handling risks
- Project Reporting
 - Accumulates project status reports from functional Project Managers and delivers combined status report
 - Provides single project budget and reconciliation report
 - Monitors and reports on project issues
 - Leads biweekly status calls with the District's project team

PM Service Description	25% PT Dedicated PM
Onsite kickoff & planning	Yes
SharePoint Project Site	Yes
Weekly PM time	10 hrs ¹
Onsite PM time	2 days per quarter
Status Reviews	Bi-weekly ; weekly approaching go-live
Steering Committee Meetings	Quarterly onsite (coinciding with quarterly trip)

¹ Including PTO, Tyler-observed holidays and Tyler company meetings

5.1.4 Tyler Functional Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the District to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
 - Establishes risk/issue tracking/reporting process between the District and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the District any items that may impact the outcomes of the Project.
 - Collaborates with the District's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
 - Sets a routine communication plan that will aide all project team members, of both the District and Tyler, in understanding the goals, objectives, current status and health of the project.
 - Participates in biweekly status calls with the Tyler Project Manager and District's project team

- Team Management
 - Acts as liaison between project team and Tyler manager(s).
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and adjusts as necessary.
 - Interfaces closely with Tyler developers to coordinate program Modification activities.
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

PM Service Description	Functional PM
Onsite kickoff & planning	Yes
SharePoint Project Site	Yes
Weekly PM time	2-4 hrs ¹
Onsite PM time	None
Status Reviews	Bi-weekly ; weekly approaching go-live
Steering Committee Meetings	No. Functional area oversight.

5.1.5 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the District following configuration.
- Assists during Production Cutover process and provides production support until the District transitions to Tyler Support.
- Provides product related education.
- Effectively facilitates training sessions and discussions with District and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the District's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.6 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.7 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the District on the status and resolution of reported issues.

5.2 District Roles and Responsibilities

District resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 District Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.

- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the District steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 District Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - District Policies

5.2.3 District Project Manager

The District shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the District project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from District to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures invoicing and Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Signs off on contract milestone acknowledgment documents.
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
 - Review and acknowledge Implementation Management Plan.
 - Defines project tasks and resource requirements for District project team.
 - Collaborates in the development and approval of the initial Project Plan and Project Plan.

- Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
 - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the District and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
 - Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
 - Routinely communicates with both District staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
 - Acts as liaison between project team and stakeholders.
 - Identifies and coordinates all District resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and takes corrective action, if needed.
 - Provides guidance to District technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
 - Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 District Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.

- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to District project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of District resources
 - Attendance at scheduled sessions
 - Change Management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Conversion Analysis and Verification Assistance
 - Decentralized End User Training
 - Process Testing
 - User Acceptance Testing

5.2.5 District Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on District business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to District staff during and after implementation.

5.2.6 District End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 District Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from District's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for District third party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 District Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the District's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with District and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

5.2.9 District Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.10 District Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

6 Munis Conversion Summary

6.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

6.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

6.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

6.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

6.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check

6.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice

6.7 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

6.8 General Billing CID

- Customer information

6.9 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

6.10 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

6.11 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history

6.12 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

6.13 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

6.14 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

6.15 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

6.16 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study

6.17 Payroll – PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.

6.18 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

6.19 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

6.20 Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

6.21 Project Grant Accounting - Actuals

- Summary project ledger string balances
- Up to 3 years

6.22 Project Grant Accounting – Budget

- Original project ledger budget amounts
- Up to 3 years

6.23 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

7 Change Management Guidance Overview

The Tyler Change Management Guidance Solution is a service based on The Change Management Learning Center© and the Prosci© Research Institute Certification Program (<http://www.change-management.com/>). The Tyler Technologies methodology utilizes a three step approach to successfully manage change. In the best-case scenario, the entry point for Change Management is at project inception. This allows for Change Management methodologies, strategies, and activities to be incorporated in the project plan.

The Tyler Change Management Guidance Solution begins with one onsite visit by the Tyler Change Management Lead. This visit is to introduce the Change Management Guidance Workbook to the MATA Project Manager and/or Project Team.

In Step 1, MATA project management/project team will use analysis tools to understand the characteristics of the organization and the capacity for change within the organization. These analyses will help the MATA Project Manager and Project Team to determine the Change Management strategies for Step 2 and Step 3.

In Step 2, a Project Team/Change Management Coaching Team will be developed and trained by the MATA Project Manager or Change Management Lead. This internal organizational group will be trained to effect successful change during the current project, to support employee success in the new changed environment (project completion), and to create change readiness within the organization for future projects.

In Step 3, the Project Team/Change Management Coaching Team will reinforce the change by managing resistance to the change, auditing compliance with the change to continue the success of the project.

Change Management Engagement

The project approach is practical and disciplined, incorporating MATA input throughout the entire life cycle on assessments, scope, findings, recommendations and plans. The MATA Project Manager will leverage Change Management best practices while adopting them to the needs and culture of the MATA.

We leverage our Client Engagement Process, which provides the foundation for all project communications. Those components include:

- A Review of Tasks, Responsibilities and expected Deliverables during the onsite consultant visit
- Identification of Project Concerns, Risks and Issues during the onsite consultant visit

Change Management Roles & Responsibilities

MATA Change Management Lead

- MATA will provide Tyler with appropriate access to the facilities and personnel of the organization
- An appropriate workspace will be provided to Tyler Change Management Lead to use while working with MATA
- MATA is responsible for the execution of Change Management strategies and plans within the organization

Tyler Change Management Lead

- Tyler Change Management Lead will provide the Change Management Guidance Workbook to the MATA Project Manager/Project Team
- Tyler will provide a certified Change Management Facilitator (Prosci©) for one onsite visit to present a Change Management seminar and review the Change Management Guidance Solution Workbook
- Tyler Change Management Lead will accurately and expediently report all charges and expenses incurred during the onsite visit
- Tyler Change Management Lead will schedule five (5) two-hour evaluation conference calls to review Change Management progress during the project.

Process Outline

Step 1 – PREPARING FOR CHANGE

Preparing for change includes activities to prepare the MATA Project Manager and Project Team for Change Management, to enable the Sponsors to support the change and to help the MATA Project Manager and Project Team architect a high-level Change Management strategy.

Step 1 should begin at project inception:

- The MATA Project Manager and the Project Team will use analysis tools to
 - Identify the change characteristics of organization
 - Assess the organization's change capacity
 - Assess the Impact Index by group
 - Assess Organization readiness by group
- The results of these analyses will be used to define a high-level Change Management Strategy by the MATA Project Manager and Project Team
- The MATA Project Manager will collaborate to
 - Acquire Project Team resources
 - Assess team competencies
 - Define a Change Manager
 - Define a CM communication lead
- The MATA Project Manager will develop a Sponsorship Model by
 - Identifying sponsors and stakeholders
 - Assessing sponsor competencies
 - Preparing sponsors to support the change

Step 2 – MANAGING CHANGE

Managing Change includes the design of the organization's Change Management plans and activities, and the implementation of these plans throughout the organization by the MATA Project Manager and the Project Team/Change Management Coach Team. The organization's Change Management plans and activities will be customized based on the characteristics of the change and the unique attributes of the organization discovered in Step 1.

The MATA Project Manager and the Project Team/Change Management Coach Team will understand and use the Tyler Change Management Model as a framework to develop and plan the Change Management strategies and to assess the effectiveness of these Change Management plans. The Tyler Change Management Workbook enables the MATA Project Manager and Project Team/Change Management Coach Team to create communication plans, sponsorship programs, coaching plans and resistance management plans to achieve the desired business results when managing the people side of change.

Managing Change activities should be scheduled before the “go-live” date for the project.

Step 3 – REINFORCING CHANGE:

Reinforcing Change includes the analysis of the results of the organization's Change Management activities and the implementation of corrective action. This focus area includes celebrating early successes and auditing compliance with the project change.

Reinforcing Change activities should be scheduled just after each project “go-live” date. The final component of a good change management program is reinforcing the change. The MATA Project Manager/Change Management Lead will train the Project Team/Change Management Coach Team to understand these components of reinforcing

change:

- collect and analyzing feedback
- diagnose gaps and managing resistance
- implement corrective action and celebrate successes
- After Action Review

Maintaining a results orientation will be critical to the organization success. Simply doing change management activities is not enough. The MATA must evaluate the results of these activities, determine the root cause of any gaps and implement corrective action.

Celebrating success, especially early in the project, is vital for building momentum and creating an environment where success is rewarded in the organization.

Deliverables and Services

Deliverables

The Guidance Service engagement is focused specifically on providing the MATA with services and materials that the MATA Change Management Lead can then use for conducting subsequent change management activities.

Tyler's deliverables are:

- Change Management Guidance Workbook containing:
 - Communication Strategies
 - Coach Training Materials
 - Sponsor Engagement Strategies
 - Resistance Management Strategies
 - Procedural Change Planning Strategies
 - After Action Review Strategies

Services

Tyler's Change Management services include:

- Pre-work conference call
- Survey development and analysis of survey results
- Two (2) days of onsite consulting to prepare the MATA Change Management Lead for conducting change management activities
- Five (5) two-hour evaluation conference calls to review Change Management progress during the first project phase
-

Acceptance

Sign-off

The Tyler Change Management Lead will ask for sign-off on the deliverables provided. One "Letter of Acceptance" will be presented for signature upon completion of the Change Management Guidance Solution onsite consulting

days.

Completion Criteria

The Guidance Service onsite work and deliverables will be considered complete when the onsite visit and deliverables described in this Statement of Work have been completed and delivered to MATA Project Manager.

Intellectual Concepts, LLC, through the allocation of appropriately skilled resources, and under the direction of and through consultation with MATA, will provide the Services defined in this SOW for support to MATA in delivery of an ERP solution for Memphis Area Transit Authority.

If a change is proposed to this SOW by either MATA or Intellectual Concepts, then either party proposing the change is required to submit the change in writing, and both parties are required to approve the change.

8 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.



Exhibit F

Disaster Recovery Agreement

WHEREAS, Client desires to enroll in Tyler's Disaster Recovery Service for the Tyler software products ("Tyler Software Products") licensed by Client from Tyler, subject to the terms and conditions of this Disaster Recovery Agreement and the License and Services Agreement under which Tyler has licensed Tyler Software Products to Client.

THEREFORE, Tyler and Client agree as follows:

1. Definitions:

Disaster. An unplanned event that is not within the reasonable control of the Client which results in the failure of the Tyler Software Products licensed by Client to perform Critical Processes. A Disaster is *not* a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accord with the industry standard, a failure otherwise covered by an in-force Agreement Client has with Tyler (e.g., Tyler Annual Maintenance Agreement ("Support Agreement"), Technical Services Agreement, or Tyler Systems Management ("TSM") Agreement, or a failure that can be remedied in less than sixteen (16) business hours.

Disaster Recovery Plan. Defined at #2 of Exhibit 1 to this Disaster Recovery Agreement.

Critical Processes. Mutually defined in the Disaster Recovery Plan.

Critical Users. Mutually defined in the Disaster Recovery Plan.

Recovery Point Objective ("RPO"). Amount of time since last successful data transfer. With successful nightly transfer of data, RPO would be no more than twenty-four (24) hours.

Recovery Time Objective ("RTO"). One (1) business day after receipt Disaster declaration for Client data not exceeding one (1) terabyte in size, for Critical Users using Critical Processes. RTO for Client data one (1) terabyte in size or greater shall be mutually agreed, specified and incorporated into the Disaster Recovery Plan.

Holiday. New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (December 25).

Business Days. Monday through Friday, excluding Holidays.

Business Hours. 8 AM – 6 PM (EST) on Business Days.

Force Majeure. An event beyond the reasonable control of a party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

License and Services Agreement. The agreement under which Tyler licenses Tyler Software to the Client.

2. **Term.** The initial term shall commence on receipt by Tyler of Client's data and shall terminate one (1) year thereafter ("Initial Term"). This Disaster Recovery Agreement shall renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term. In the event the Support Agreement for Tyler Software Products is terminated, this Agreement shall coetaneously terminate.
3. **Disaster Recovery Services.** Tyler shall provide the Disaster Recovery services ("DR Services") as described in this Agreement, including any Exhibits and associated appendices. All DR Services shall be provided remotely. In the event the Disaster results in damage to Client's server(s) and a re-installation of the Tyler Software Products licensed by Client is required as a result of such damage, Tyler shall re-install the Tyler Software Products free of charge if Client is enrolled in Tyler's TSM service (ERP, Munis, TCM) or Technical Services Support (Incode, Eden, TCM). Otherwise, such re-installation shall be obtained from Tyler at Tyler's then-current installation services rates. Tyler Disaster Recovery staff will contact Client within twelve (12) business hours of any such reinstallation for reinstallation of Disaster Recovery Software.
4. **Client Requirements.** In order for Tyler to provide DR Services pursuant this Agreement, Client shall:
 - a) Provide high speed internet access, including upload bandwidth sufficient for complete nightly data transfers to comply with applicable RPO;
 - b) Comply with then-current minimum hardware and network requirements as specified on Tyler's support website;
 - c) Maintain security and access privileges for Tyler to receive data transfer and reasonably perform activities reasonably necessary for Tyler to provide DR Services;
 - d) Permit installation of software required for provision of DR Services in accord with this Agreement as reasonably determined by Tyler;
 - e) Reasonably notify Tyler in advance of any changes in Client's network that impacts Tyler's ability to deliver DR Services; and
 - f) Client shall not install or activate SQL TDE or similar database or file level encryption technologies on servers installed with Tyler Disaster Recovery software.
5. Disaster shall be declared by Client by calling Tyler at (207) 781-2260 or (800) 772-2260 and clearly stating that CLIENT IS DECLARING A DISASTER.
6. **Disaster Recovery.** Client's Critical Processes will be accessible by Critical Users in accord with the applicable RTO.
7. **Data.** Data Transfer shall be handled in accord with Exhibit 1 to this Disaster Recovery Agreement.
8. **Release Life Cycle.** Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's Release Life Cycle Policy.
9. **Payment & Price**

In consideration of the Services provided by Tyler herein, Client shall pay to Tyler a year one (1) fee of \$32,348. Thereafter, the annual fee will be invoiced and paid prior to the commencement of the renewal term. All payments due pursuant this Agreement are due within thirty (30) days from receipt of invoice.
10. **Exclusions.**
 - a) Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.
 - b) Tyler's Disaster Recovery Service shall not be used to replace required on-site backups of Client data for Tyler Software Products licensed by Client.

- c) The fee paid for Disaster Recovery service does not include, and Client is responsible for the costs associated with:
 - i. Hardware and/or software necessary to remotely access Tyler's data center, and any and all on-site services. Client may request and purchase on-site services at Tyler's then-current rates.
 - ii. In the event Client requests Tyler to hand-deliver or courier the critical processes output (such as payroll checks), the cost of such special delivery shall be borne by Client and payable thirty (30) days from receipt of invoice.

11. License Terms. Client's use of the Tyler Software Products included in the Disaster Recovery Service remains subject to limitations on Client's use in the agreement by which Client licenses such Tyler Software Products from Tyler, including disclaimer of implied warranties.

12. Notices. Reserved.

13. This Disaster Recovery Agreement, along with the License and Services Agreement, represent the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth or referenced in this Agreement. Any changes to this Agreement by Tyler must be communicated at least sixty (60) days in advance and will take effect no earlier than the commencement of the renewal term following notice of the change, unless otherwise mutually agreed.

Exhibit 1

In addition to those services described elsewhere in this Disaster Recovery Agreement, DR Services are described in the following sections.

1 Data Transfer

The electronic transfer solution provides nightly (between the hours of 8 PM and 6 AM) transfer and archiving of Client's Tyler data and is subject to the following conditions:

- Initial data transfer may require portable disk.
- Data transferred shall include only items essential to provision of service.
- Applications included in the Disaster Recovery service are listed in Appendix A to this Exhibit 1. Such description shall also indicate database and file detail required for provision of DR Services. Tyler Software Products not listed in Appendix A and any non-Tyler Software Product shall not be included in data transfer or the Disaster Recovery Service.
- Only production databases are backed up.
- Data from the last seven (7) successful data transfers are retained by Tyler.
- Total data storage is limited to 200 gigabytes ("GB"). Storage limit may be increased in 200 GB increments by mutual agreement and at additional cost.
- Data transferred to Tyler as part of Disaster Recovery Service is not available for Client's data retrieval or restoration not associated with the Disaster Recovery Service provided by Tyler. Tyler may provide data transferred by Client on an exception basis, upon request.
- Tyler is not responsible for the integrity of the data provided by Client to Tyler. Tyler will use the most current viable data to restore Client's critical processes.
- Tyler may use select information from the Client database for research and analysis purposes.
- To the extent the database contains confidential information, Tyler shall keep confidential such information in accordance with the confidentiality provisions of the Agreement(s) by which Client licenses the Tyler Software Products from Tyler.
- Tyler Disaster Recovery staff will monitor status of data transfers on Business Days.
- In the event of two (2) consecutive data transfer failures, Tyler will timely provide notice to Client in order to commence troubleshooting.
- Tyler shall have no liability for failure of data transfers not solely caused by Tyler.
- Tyler will provide transfer report related to Client data transfer upon request.

2 Disaster Recovery Plan

The Disaster Recovery Plan is a mutually drafted document which details, in addition to this Disaster Recovery Agreement, the DR Services Tyler shall provide to Client. The parties' responsibilities with respect to the Disaster Recovery Plan are further defined below.

Tyler's Responsibilities:

- Coordinate activities associated with transfer of data to Tyler's data center.
- Document Disaster Recovery strategy for critical processes.
- Review the Disaster Recovery Plan with Client.
- Provide reasonable guidance for Disaster Recovery policies and procedures.
- Identify modules, databases, applications, and files required for Disaster Recovery service.

Client's Responsibilities:

- Provide remote access to Client's Tyler database server for analysis and configuration of data transfer.
- Provide network support if required to enable transfer of data from Client's server to the Tyler data center.
- Provide PCs and high-speed modems for access from Client's alternate processing location, if required.
- Provide technical resources to configure remote access PCs, including Tyler supplied application software, if reasonably required to receive Disaster Recovery services pursuant the Disaster Recovery Agreement.
- Provide a chain of command document for communication during a disaster.
- Maintain the Disaster Recovery Plan and integrate the Disaster Recovery Plan made with Tyler with Client's comprehensive disaster recovery plan.

Shared Responsibilities:

- Identify critical users for DR Services.
- Identify critical processes for DR services.
- Identify and agree on RTO where Client has more than 1TB of TDRS Protected Data.
- Draft initial Disaster Recovery Plan within ninety (90) days of commencement of Initial Term.
- Define recovery processes for post Disaster operations (mandatory for Odyssey CM clients, optional for all others).

3 DR Services during Disaster

- A. Upon declaration of a Disaster, Tyler shall provide DR Services from one of its hosting facilities for the duration of the Disaster, not to exceed thirty (30) consecutive Business Days. Use of Tyler's data center in excess of such period shall require the parties to execute a change order detailing the duration of the extension and the additional cost associated therewith.
- B. Hosting Services During a Disaster.
 - i. Hosting Services during a Disaster will be provided in accord with Tyler's then-current standard availability guarantees from its Service Level Agreement for SaaS clients. Any credits issued to Client will be based on the total Disaster Recover fee paid for the then-current term.
 - ii. Tyler will use best efforts to include interfaces for Tyler Software Products covered under this DR Agreement.
 - iii. Hosting Services shall not include interfaces or interconnects with 3rd Party Products unless specifically agreed in the Disaster Recovery Plan.
- C. Processing Assistance During a Disaster includes, as necessary:
 - i. Print Output:
 - a. Payroll Checks
 - b. Retirement Checks
 - c. Accounts Payable Checks.
 - ii. In the event print output is required to be sent non-electronically, Client shall bear the cost of shipment.
 - iii. Transfer of Automated Clearing House ("ACH") Files to bank on Client's behalf. Transfer may require pre-notification by Client to bank.
- D. Clients receiving DR Services during a Disaster receive priority access to Tyler application support.

4 Annual Disaster Recovery Test

The parties may review and test the Disaster Recovery service:

- Scheduled by parties at least thirty (30) days in advance,
- Client must provide a list of users who will partake in the test,
- Test shall not exceed 2 weeks,
- Retest within same year available if initial test not agreed by both parties to be successful.

5 Estimated Schedule

The services provided pursuant the Disaster Recovery Agreement will be performed consistent with the estimated schedule mutually agreed to by Tyler and Client. Tyler and Client agree to promptly perform their respective responsibilities according to such schedule.

6 Tyler's Other Responsibilities

Project management services are provided as part of the Disaster Recovery service. Tyler will designate a Project Manager who will be Tyler's contact for all communications with Client and will have the authority to act on Tyler's behalf in matters regarding this Statement of Work. Tyler's project manager will perform the following tasks:

- Review Statement of Work with Client's project manager.
- Review current project status.
- Recommend changes or additions to the project as appropriate.
- Administer the change control procedure.
- Review and evaluate the progress of the project with Client's project manager to resolve any necessary changes.

7 Client's Other Responsibilities

Tyler's performance is predicated upon the following responsibilities being fulfilled by Client:

Prior to the start of the Statement of Work, Client will designate, in writing, a person who will be Client's Project Manager who will be Client's contact for all communications with Tyler and who has the authority to act on behalf of Client in all aspects of the Statement of Work. The Project Manager will perform the following activities:

- Interface between Tyler's Project Manager and Client's organization.
- Administer project change control with Tyler's project manager.
- Arrange reasonable access to Client's data for project personnel, as reasonably required.
- Conduct any communication through Tyler's Project Manager.
- Help resolve and escalate project issues within Client's organization as required.
- Obtain and provide project requirements, data, decisions and approvals within five (5) business days of request. If such requirements, data, decisions or approvals are delayed beyond the time specified, Client agrees to relieve Tyler of its responsibility for the affected Service until Client performs that obligation.
- Accept responsibility for the data files, selection and implementation of controls for Client's location, and security of the stored data.

Client acknowledge that it is Client's responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes.

8 Project Change Control Procedure

When Tyler and Client agree to a change in the Disaster Recovery Plan, Tyler will prepare a written description of the agreed change which both Tyler and Client must sign. The Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. When charges are necessary in order for Tyler to analyze a change, Tyler will give Client a written estimate and begin the analysis only after Client's written authorization.

Appendix A

Defined User Maximum. The maximum number of named Client users available to use DR Services is 30.

Covered Applications.

Tyler software included in the Investment Summary as of the Effective Date.

Product Specific Conditions.

None



Exhibit G

Socrata Software as a Service Terms and Conditions

SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **“Socrata Agreement”** means this Socrata Software as a Service Terms and Conditions.
- **“Active Account”** means an account where the User was invited to the site, accepted the invitation, and where the account has not been deactivated.
- **“Alert”** means a message that is delivered when Client-defined thresholds are exceeded.
- **“API”** means application-programming interface.
- **“External API Calls”** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary, attached as Exhibit A.
- **“Client Data”** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.
- **“Confidential Information”** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law.
- **“Dataset”** means physical collection of information, typically modeled as a table of rows and columns of data.
- **“Data Storage”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Guest User”** means a user that is outside of the organization invited by a User to collaborate on the Client’s site.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Attachment 1 to this Exhibit.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy.
- **“User”** means any Active Account added to the Client’s Site that is not a Guest User.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in Exhibit A.
- **“SaaS Services”** means Socrata’s off the shelf, cloud-based software service and related services, including support services, as specified under this Socrata Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SCGC Site”** means single domain or instance of SCGC Site and the number of SCGC Sites is defined in the Investment Summary.
- **“SLA”** means the service level agreement described in Section C of this Socrata Agreement.
- **“Socrata Statement of Work”** means the agreed upon scope of services and industry standard

implementation plan describing how Socrata's other services will be provided, the roles and responsibilities of the Client in connection to the implementation. If applicable, the Statement of Work is attached as Attachment 4 to this Exhibit.

- **"Socrata Support Policy"** means the Client support policy applicable to you for the SaaS Services pursuant to this Agreement. A copy of our current Client Support Policy is attached as Attachment 3 to this Exhibit.
- **"Socrata Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Attachment 2 to this Exhibit.
- **"Third-Party Services"** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Socrata Agreement.
- **"Socrata"** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants to Client the non-exclusive, non-assignable limited right to use the Socrata SCGC product on a subscription basis according to the terms of this Socrata Agreement and the SLA. Client may access updates and enhancements to the product, as described in Section C(8).
2. SaaS Fees. Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Socrata's Invoicing and Payment Policy. Client's SaaS Fees are provided for in the Investment Summary. During the subscription period, Tyler reserves the right to exercise the limits set forth in the Investment Summary and if those limits are exercised and Client wishes to add additional Users, it will require a written contract Amendment. Client acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Socrata Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
3. Ownership.
 - 3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services.
 - 3.2 When Client uploads or provides Client Data to the Socrata SaaS platform, Client grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User's use of the SaaS Services.
 - 3.3 The SaaS Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the SaaS Services, Tyler has no control over a Public User's use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Client Data.

- 3.4 Tyler reserves the right to develop derivative data assets based on Client's publicly available data. These uses might include but aren't necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
- 3.5 While Tyler agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on Client's public data.
- 3.6 Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Client's internally accessible private data for the purposes of the enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.
- 3.7 Socrata may access Client's internally accessible private data for the purposes of providing maintenance and support.
- 3.8 Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Tyler does not create or endorse any data used in connection with the SaaS Services. During the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.
- 3.9 If Client provides feedback, information, and/or suggestions about the SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.

- 4.1 You may not: (a) except as explicitly provided for herein, make the SaaS Services or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.
- 4.2 Client acknowledges and understands that the Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data, and by using the Socrata SaaS Services, you acknowledge and agree that you are using the Socrata SaaS Services at your own risk and that you are solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the Socrata SaaS Services are designed and offered for use in this Agreement.
- 4.3 Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted

on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.

5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Socrata Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Socrata Agreement. Tyler reserves all rights unless otherwise expressly granted in this Socrata Agreement.
6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.
7. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Tyler regarding the same.
8. Socrata Products Support. Tyler will provide Client support for the SaaS Service at the Support Level indicated in the Investment Summary under the terms of Socrata's Client Support Policy which is located in Attachment 3; Tyler will report scheduled maintenance windows, outages or other events affecting Client on Socrata's support site; <http://support.socrata.com>.
9. Client Data Backup. Client is providing Socrata a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client.
10. Return of Client Data. Upon request, Tyler will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.
11. APIs. Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.
 - a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.

- b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.
- c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations under this Socrata Agreement are not contingent on access to or availability of any Non-Tyler Application.
- d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.

12. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Section B(4.2) above.
13. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.
14. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Socrata Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential Information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law ("Confidential Information"). Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Socrata Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Socrata Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Socrata Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

SECTION C – OTHER SERVICES

1. Service Level Agreement (SLA) & Warranty.

- 1.1 Service Warranty. Tyler warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at <https://support.socrata.com>.
- 1.2 Uptime Service Level Warranty. We will use commercially reasonable efforts to maintain the online availability of the SaaS Services for a minimum of availability in any given month as provided in the chart below (*excluding* maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, SaaS Services is not in the production environment, you are in breach of this Socrata Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA

Credit

99.9%

3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or \$1,800.00, whichever is less, and the minimum credit cannot be less than \$100.00.

- 1.3 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(1.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – THIRD-PARTY SERVICES

1. Third -Party Services. Client may be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts.
2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Services. We do not warrant or guarantee the performance of the Third-Party Services.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered item does not conform to the warranties in this Socrata Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM

1. Term. The initial term of this Socrata Agreement is four (4) years beginning on the Effective Date, unless earlier terminated as set forth below. The SaaS subscription term begins on the Contract Start Date indicated in the Investment Summary. Upon expiration of the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the SaaS Services will terminate at the end of this Socrata Agreement.

SECTION G –LIMITATION OF LIABILITY

1. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SOCRATA AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.
2. **LIMITATION OF LIABILITY.** OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS SOCRATA AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SOCRATA SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS SOCRATA AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.
3. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



Attachment 1 to Exhibit G SOCRATA INVESTMENT SUMMARY

The following Investment Summary details the items to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Contract Start Date indicated below. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. All prices included in the Investment Summary are indicated in US Dollars.



Quoted By: Christopher
Quote Expiration: 4/27/2020
Quote Name: Hamilton County SCGC
Quote Number: 2019-96490
Quote Description: Hamilton County SCGC
Start Date: 12/2/2019
End Date: 12/1/2023

Sales Quotation For
Hamilton County School District
3074 Hickory Valley Rd
Chattanooga, TN 37421-1273
Phone: 4232098400

	Year 1-12/2/19-12/1/20	Year 2-12/2/20-12/1/21	Year 3-12/2/21-12/1/22	Year 4-12/2/22-12/1/23	Grand Total
Software Costs	\$0.00	\$135,000.00	\$141,750.00	\$148,837.00	\$425,587.00
Professional Services Costs	\$64,000.00	\$0.00	\$0.00	\$0.00	\$64,000.00
Total	\$64,000.00	\$135,000.00	\$141,750.00	\$148,837.00	\$489,587.00

Tyler Software and Related Services - Annual

Description	Quantity	List Price	Sales Price	Annual Uplift	Net Price
Software					
Socrata Connected Government Cloud - Program Edition	1	\$247,423	\$135,000	5%	\$135,000
Education and Support					
Education Program - Premium	1	\$87,000	\$0	0%	\$0
Support Program - Silver	1	\$12,000	\$0	0%	\$0
TOTAL:					\$135,000*
					*to begin in Year Year 2
Professional Services					
Description	Quantity	List Price	Sales Price	Net Price	
Socrata Consultant	320	\$254	\$200		\$64,000
TOTAL:					\$64,000

Solution Descriptions

Product	SKU	Description
Socrata Connected Government Cloud - Program Edition	SOC-SCGC-PRO	Socrata Connected Government Cloud - Program: The full Socrata product suite. Limits: 25 Monthly Active Users, 500K External API calls, 2TB of data storage. Includes Support and Education. Excludes: Set-Up.
Socrata Consultant	SOC-SRV-00500	Socrata Consultant (professional services). Socrata Consultants will provide expertise and best practices in data extraction, transformation, standardization and consumability. Using data to manage performance to results. Price is per hour.
Education Program - Premium	SOC-PS-EDU-P	Education Program - Premium. Up to 10 hours of Socrata virtual instructor-led courses tailored to customer data, workflows and use cases. Up to 4 days per year of onsite Socrata instruction and full access to Standard Education services.
Support Program - Silver	SOC-PS-SUP-S	Support Program - Silver. As set forth on https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy . Up to 30 hours of expert consultant coaching per year.

Special Conditions:

For the Socrata Connected Government Cloud - Program Edition SaaS Services Subscription named above, Tyler and the Customer agree to the following:

- Customer will be limited to one (1) TB of Data Storage.
- Customer will have unrestricted External API's.
- Customer will be limited to 25 Users.





Attachment 2 to Exhibit G SOCRATA INVOICING AND PAYMENT POLICY

We will provide you with the items set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable items in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Service Fees.** SaaS Service Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Unless otherwise set forth in the Investment Summary, after the initial twelve (12) months of the Agreement, and again every twelve months thereafter, the pricing for the SaaS Services, based on the number of Users, and Data Storage, will be adjusted to the correlating pricing terms, based on the on the Client's use on the last day of the prior subscription period.
2. **Other Items and Services.** Implementation and Other Services: If applicable, implementation and other professional services are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

Payment. Payment for undisputed invoices is due within thirty (30) days of receipt of invoice. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

Remittance or Lockbox: Socrata, Inc.
Box 207597
Dallas, TX 75320-7597

ABA Routing #: 121000248 (valid for both incoming wires and ACH)
Account: 4551691702
Beneficiary: Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc.
Account Title: Socrata, Inc.
SWIFT Code: WFBUIUS6S

Any billing inquiries by Client should be directed to Socrata's Accounts Receivable Department at 1-800-772-2260 (press 2) or email: AR@tylertech.com. Unless expressly set forth in the Investment Summary, fees are exclusive of taxes and third party reseller fees.



Attachment 3 to Exhibit G SOCRATA SUPPORT POLICY

Socrata offers comprehensive Customer Support Programs to our customers. The Customer Support Program will be referenced in the license agreement or order form for Socrata. This document describes the policies that govern the Socrata Customer Support Programs. It defines the Customer Support Programs, their coverage levels, priorities, and response times. Should you require further information, please contact your Socrata Account Executive.

Customer Support Programs

We are committed to helping you make your Socrata solution a success. We understand that each organization has unique needs, and our Customer Support Programs are designed to let you choose the right program to meet your team needs. To ensure your success, we offer the following customer support plans with various services included as defined by the program.

Support Services	Basic	Silver	Gold	Platinum
Online Support	24x7	24x7	24x7	24x7
Phone Support	12x5*	12x5*	12x5*	12x5*
Online Knowledge Base	X	X	X	X
Community Portal		X	X	X
Service Level Agreement		X	X	X
Coaching		30 hours	75 hours	150 hours

**12x5 defined as: 6:00am - 6:00pm Pacific Time, Monday-Friday, excluding US Federal Holidays ("Business Hours")*

Managed Care Programs

In addition to the programs above, Socrata offers Managed Care Support services for customers with a custom Socrata Solution. A Managed Care Support Program offers technical maintenance to support the long term success of a custom Socrata Solution, ensuring that development resources required to maintain performance of a custom Socrata Solution are available.

Additional Support Services	Basic	Silver	Gold	Platinum
Managed Care Program	N/A	X	X	X
Development Hours	N/A	15	50	150



If you have previously purchased one of our legacy programs such as Support - Premier. Please contact your account executive for more information.

Online Support

Socrata Customer Support is a service provided for reporting and tracking issues with the Socrata Platform and products. It includes the ability to enter new requests and track status and any updates regarding previously reported issues. The Customer Support Center is accessed through the Knowledge base at <https://support.socrata.com/>. Email support allows users to email: support@socrata.com to receive assistance over email.

Online Knowledge Base

The Socrata online knowledge base is available at <http://support.socrata.com/home>. The portal provides the online how-to guides, frequently asked questions, videos, and a library of information to support a best practices approach to using Socrata. It also serves as a portal for accessing the other support features.

Phone Support

The Phone Support option allows users to call Customer Support Specialists (“CSS”) at 1-(888)997-6762 and receive assistance over the phone. All requests logged over the phone can be statused online.

Coaching

[Coaching](#) hours allow access to one of Socrata's Technical Consulting Coaches by phone and screenshare. These hours can be used for questions or issues with data ingress, publishing datasets, curating visualizations, creating stories, and other topics once an implementation is complete. A Coaching Session can be scheduled by contacting coaching@socrata.com.

Hours of Operations (“Business Hours”)

Socrata Customer Support is available during the following business hours (Pacific Time) weekdays 6:00am - 6:00pm, excluding U.S. Federal Holidays.

Socrata Customer Support will observe the following US Federal holidays (CSS will not be available these days):

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

For information at any time on the status of Socrata’s platform and services, we maintain a status site at <http://status.socrata.com/>. We recommend all customers subscribe to updates.

Submitting a Support Request

Support requests can be logged in the following manner (according to your support plan):

Contact Method

Telephone
Email
Twitter

Details

1-888-997-6762 (toll-free)
support@socrata.com
@socratasupport

A Support request is a single, reproducible problem, issue, symptom or question relating to the Socrata software that requires assistance to resolve. Socrata will work with the customer contact to resolve the Support Request. Examples of how requests may be resolved (closed) include:

- The end user advises that the Support Request is resolved or can be closed.
- The issue is found not to be due to any error in the Socrata software.
- Information is provided to the end user on how to correctly use the Socrata software.
- A workaround to achieve similar results is provided and accepted by the end user.
- The end user is informed that a version release that contains the required correction is scheduled.
- The Support Request is a feature request or enhancement and has been logged with the product team and prioritized accordingly.
- The Support request is a change in existing functionality and has been prioritized as a product enhancement.
- The Support Request is identified as a third party vendor issue and the end user agrees that the Support Request can be re-assigned to the third party for resolution.
- It is determined that the end user would benefit from additional training and education on the Socrata software and recommendations are made accordingly.
- The issue cannot be reproduced in a standard environment and has been referred to Socrata Consulting Services to assess End User local and/or environmental issues.
- The Support Request has been open for more than 10 consecutive business days awaiting a response from the end user.

Support Request Handling

There are typically four phases in the process to resolution for a Customer Support Request:

Phase	Process	Response Definition
Initial Response	A Customer Support Specialist reviews logged customer issue and confirms receipt of the issue and has logged all relevant information.	The initial response is defined as the time from when an issue was logged by Customer and the Customer Support Specialist is assigned and confirms receipt of the issue.
Analysis / Problem determination	The CSS will analyze and confirm they can replicate the issue. This phase may require the Customer to provide additional information and/or test scenarios. The CSS	This stage starts the definition of the Resolution response time. The Resolution time is defined as the time from when the issue was replicated to the time a reasonable

	will determine if the issue is a bug and escalate to the product engineering team for scheduling into an upcoming product release. The CSS may also be able to provide a reasonable workaround.	correction or workaround was delivered to the customer.
Monitor	A reasonable workaround or correction has been delivered to the Customer, and the assigned Customer Support Specialist is awaiting feedback from the Customer to verify that the solution resolves the request.	The Customer will have up to 5 business days to test and confirm the workaround or correction reasonably resolves the problem.
Close / Resolution	The workaround or correction provided has been confirmed to resolve the issue.	If a Customer does not provide a confirmation within 5 business days after receiving the reasonable resolution, the request will be closed.

Note: All issues confirmed as enhancement requests do not qualify under the SLA commitment policies. These requests will be documented with our product development team for consideration in a future release.

The web interface at <https://support.socrata.com/hc/en-us/requests/new> is a good method of submitting tickets to the Socrata Support team. Customers may submit any issue online, and monitor previously submitted issues. To log an issue, simply send an email to support@socrata.com, or call our support line at 1-888-997-6762.

Customer Support Request Priorities

Each Customer Support Request is assigned a priority by Socrata based on the technical severity of the request. The combination of Customer Support Program and Request Priority determines the SLA commitment time frame. Request Priority is determined by:

- The Customer's ability to use the software to execute the intended business function;
- The extent to which the Customer is unable to perform that function; and
- The impact on the Customer's business in the standard use of the functionality as designed by Socrata.

Priority	Recommended Contact Method	Description
Urgent	Phone	Socrata production environment is not available or core functionality is critically affected or data loss or data integrity compromised or widespread failure; no acceptable workaround or alternative solution available.
High	Phone	Socrata production environment is seriously affected; required functionality use is restricted or unusable; no acceptable workaround or alternative solution is available.
Normal	Web	Socrata functionality is restricted but operational, or some operations are impaired; an acceptable workaround or alternative solution is available to resolve the restriction or limitation and allow reasonable use of the production environment.

Low

Web

Socrata is generally unaffected; general usage questions, enhancement requests, product education, change to documentation; an acceptable workaround or alternative solution is either available or not required.

Note: All issues submitted by email will be classified as Normal by default.

Support Request Target Resolution Times

Customer Support Requests requiring product code changes will not be held to the corresponding Resolution Times; however, in the case of a product defect, with an Urgent priority, reasonable attempts will be made by Socrata Engineering to provide a correction and/or Customer Support to supply a workaround. Customer Support Requests are often resolved more quickly than the target times.

First Response Times	Basic	Silver	Gold	Platinum
Urgent	2 hours	1.5 hours	1 hour	1/2 hour
High	4 hours	3 hours	2 hours	1 hour
Normal	8 hours	8 hours	4 hours	3 hours
Low	24 hours	16 hours	12 hours	8 hours

Note: All hours refer to hours as counted during our business hours.

Target Resolution Times*	Basic	Silver	Gold	Platinum
Urgent	1 day	1 day	1 day	1 day
High	20 days	15 days	10 days	5 days
Normal	30 days	25 days	20 days	10 days
Low	60 days	30 days	25 days	20 days

Note: Days are defined as Business days. *The response and resolution time targets listed represent a standard of average response and resolution times for all customers over a weekly average for all issues logged, rather than a resolution time for a single issue.

Defect Resolution Process

Customer Support Requests reported to Socrata may be confirmed as a product defect. In the event that a product defect is confirmed and a fix is required, Socrata will take reasonable measures to ensure a timely release of a fix to the product defect, in keeping with our current standards for software development, testing, quality assurance and production release.

The following outlines the process for resolving a confirmed product defect:

1. Customer reports the issue to Socrata Customer Support and a Customer Support Request is created.
2. Socrata Customer Support works with the Customer to determine if the issue is a product defect and will document the symptoms and the steps followed to duplicate the issue. A defect report of the issue is created.

3. Once the issue has been documented, it is escalated to a Socrata Engineering Manager for additional troubleshooting and diagnostics. Socrata Customer Support will continue to provide updates to Customer.
4. Upon completion of diagnosis and understanding of cause and definition of correction required, the issue will be assigned to a Product Development team.
5. The Product Development Team will schedule fix into the appropriate release cycle and determine an estimated date for the release of the fix.
6. Quality assurance verifies the fix and confirms the estimated deployment date for the specified defect.
7. Customer Support will provide updates to the Customer during the process and when the fix has been deployed.
8. Customer will verify the fix in their environment and confirm it reasonably corrects the defect.
9. The Customer Support Request will then closed.

Scope of Support

Support is provided whereby the end user identifies a problem or issue that is a reproducible problem and the issue or symptom is relating to the Socrata software requires assistance to resolve.

For information about supported browsers, please visit: <https://support.socrata.com/hc/en-us/articles/202951618>

Examples of support requests that are included within a Support Plan:

- The Socrata software does not perform substantially in accordance with the current documentation.
- The end user is unable to make the Socrata software platform perform substantially in accordance with the then current documentation
- The end user is unable to gain access to the Socrata software.
- The Socrata software does not appear to be operational or function as designed.

Examples of support requests that are NOT included within a Support plan (but not limited to):

- Issues arising where significant training is required to assist the customer. (These will require guiding customer to online education options or their Account Executive to provide them with an Education program that is appropriate.)
- Issues arising from the completeness, accuracy or quality of data. (These can be resolved with a consulting services engagement)
- Changes to the Socrata environment that would normally relate to implementation activities, such as modifications to customizations, integrations, etc.. (These can be resolved with a Consulting Services engagement)
- Bug defects caused by internet browsers outside of [Socrata's supported browsers](https://support.socrata.com/hc/en-us/articles/202951618-Socrata-Browser-Support) (<https://support.socrata.com/hc/en-us/articles/202951618-Socrata-Browser-Support>).
- For support requests not included within a support plan, Socrata may respond to such requests on a time and materials basis.

Additional components of your Support Plan:

- New Releases: Features new capabilities and improvements in scalability and performance

- Maintenance Releases: Incremental changes that address any issues with the software that have been reported by the customer or through Socrata's own investigations.

Support Maintenance Schedule

Please see [Socrata's Maintenance Window Policy article](https://support.socrata.com/hc/en-us/articles/202951578-What-is-Socrata-s-maintenance-window-policy-) (<https://support.socrata.com/hc/en-us/articles/202951578-What-is-Socrata-s-maintenance-window-policy->) for more detail.

We at Socrata strive to maintain the highest levels of availability for its customer's sites. However, some maintenance may require us to bring our platform down for short periods of time in order to perform upgrades or network changes. This is a standard policy in the SaaS world, and give us the chance to fix bugs, improve security, and add the capability for exciting new features while minimizing the disruption to our customer base.

We schedule maintenance windows once per month where we reserve the option to bring the Socrata platform down for maintenance. The status of Socrata's platform and services can be viewed at status.socrata.com.

The maintenance window schedule is subject to change. Socrata will provide a window maintenance schedule notice upon login for any scheduled maintenance outside of these normally scheduled times.

On-site maintenance notification reminders will be posted publicly on each Socrata-powered datasite at least 48 hours before the beginning of the maintenance window. An alternative status page will be displayed during scheduled maintenance windows.



**Attachment 4 to Exhibit G
STATEMENT OF WORK**

Statement of Work will be finalized by mutual agreement of the Parties.

E. Chief of Staff - Dr. Nakia Towns Edwards

1. Board Policies - Second and Final Reading

a. Board Policy 3.213 - Lead Testing in Drinking Water

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

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Bryan Johnson
Superintendent

FROM: Dr. Nakia Towns Edwards
Chief of Staff

Justin Witt
Director of Auxiliary Services

DATE: November 21, 2019

RE: Second Reading
Recommended Addition to Board Policy

This new proposed policy is being present to reflect current state code of annotated and should be adopted to have accurate policy.

No.	Policy #	Policy Title	Proposed Revisions
1.	3.213	Lead Testing in Drinking Water	Revise language to reflect new State Law TCA 36-6-402

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

Hamilton County Board of Education

Monitoring: Review: Annually in October	Descriptor Term: Lead Testing in Drinking Water	Descriptor Code: 3.213	Issued Date: 11/21/19
		Rescinded:	Revised:

Hamilton County Board of Education has developed and implemented a program to reduce the potential sources of lead contamination in drinking water in schools by incorporating, at a minimum, testing every 24 months of lead levels in drinking water sources at all HCDE school facilities built prior to January 1, 1998. School facilities built after January 1, 1998 are to be tested periodically, not to exceed forty-eight months between testing cycles. Samples will be taken from all water fountains, food preparation sinks, & any noted water dispensing fixtures deemed necessary for testing during a building survey. Samples will consist of the first two hundred fifty milliliters (250 mL) drawn of water that has been standing in plumbing overnight to identify lead levels.

If the result of a drinking water lead level test exceeds fifteen parts per billion (15 ppb) but is less than twenty parts per billion (20 ppb), HCDE will conduct lead level tests on an annual basis until retesting confirms that the level is less than fifteen parts per billion (15 ppb).

If the result of a lead level test conducted is equal to or exceeds twenty parts per billion (20 ppb), HCDE will:

(A) Immediately remove the drinking water source from service. The drinking water source will remain unavailable for use until subsequent retesting confirms the lead level of drinking water from the source does not exceed twenty parts per billion (20 ppb).

(B) Notify:

(1) The commissioner of environment and conservation, the commissioner of health, the local department of health, the local governing body, and the department of education within twenty-four (24) hours of the test result; and

(2) The parents and guardians of students enrolled at the school, in accordance with this policy within five (5) business days of the test result; and

(C) Retest the lead level of the drinking water source within ninety (90) days of any corrective action.

Legal References:

Cross References:

1. TN Code Annotated 49, Chapter 2, Part 1

X. Administrative Business Matters

A. Director of Maintenance and Operations - Justin Witt

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

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: November 21, 2019

RE: Mowbray Mountain Fire Hall

Please see the attached legal documents to deed 1709 Mowbray Pike to Hamilton County for the purpose of constructing a new fire hall.

This plan was approved in concept at the May 23rd Board meeting.

I recommend approval.

Attachments: Survey
Quitclaim Deed

LINE TABLE		
LINE	LENGTH	BEARING
L1	152.92	N75°02'46"E
L2	181.51	N77°11'23"E
L3	321.74	N75°45'03"E
L4	112.91	N34°19'19"E
L5	55.12	N72°55'13"E
L6	76.42	N77°45'13"E
L7	328.01	S01°09'35"E
L8	30.73	S88°33'15"E
L9	50.02	S00°00'00"E
L10	353.29	S00°00'00"E
L11	453.40	N90°00'00"W
L12	152.00	S30°30'00"W
L13	118.07	N24°33'19"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	255.53	3559.54	255.47	N26°36'43"W
C2	190.58	1095.85	190.34	N33°39'02"W
C3	106.64	3928.95	106.64	N37°51'18"W

legend

- ^{xx} (O)

- monument (old)

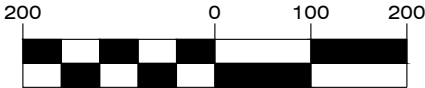
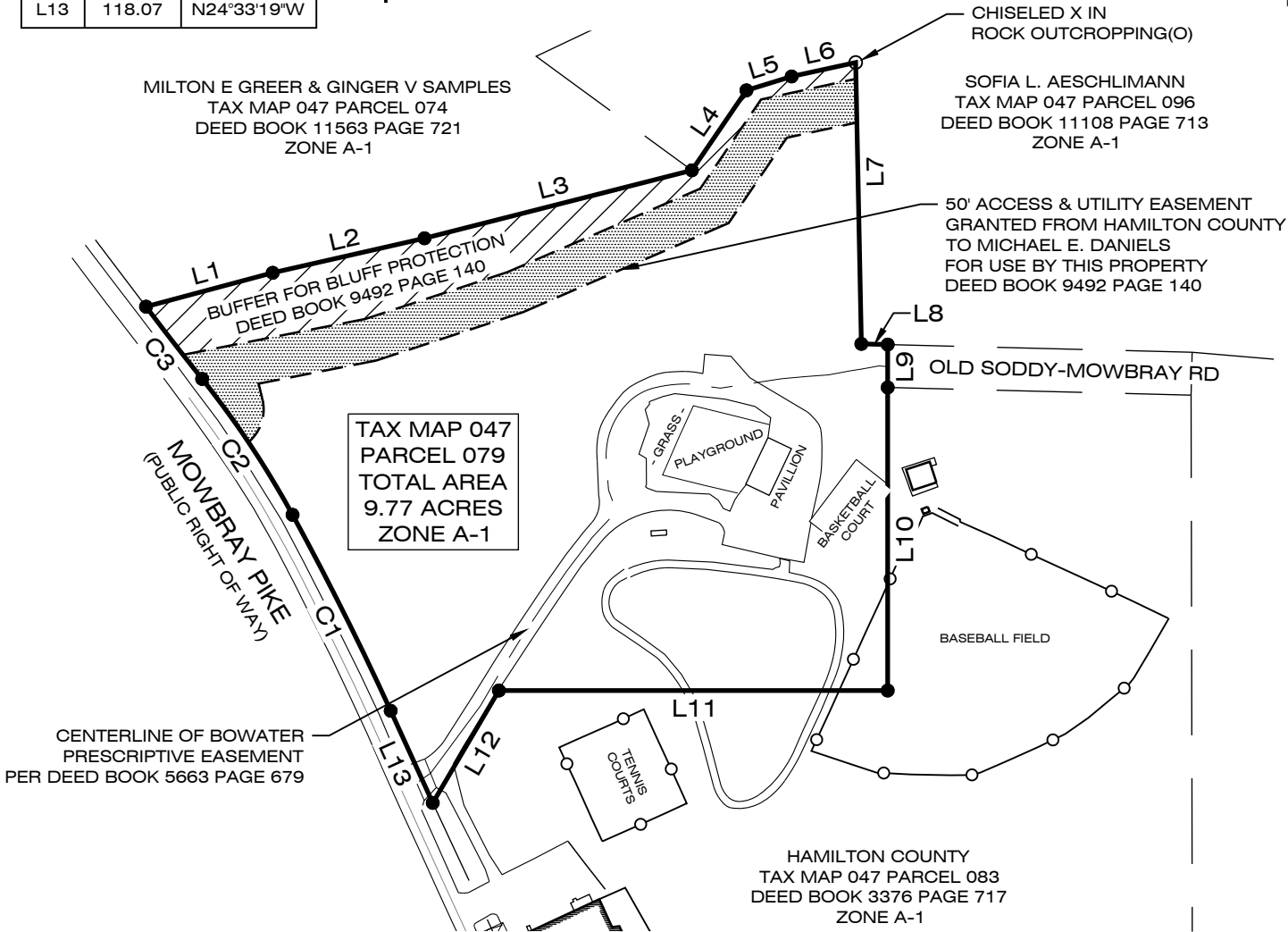
●^{xx} (N)

- monument (new)

5/8" iron rod(MBI)

NOTES

- ①Property subject to all applicable easements, setbacks, and restrictions of record.
- ②Verify exact size, depth and location of all underground utilities prior to construction.
- ③Verify current zoning with appropriate government planning agency prior to any site design and/or construction.
- ④This survey plat does not warrant title.
- ⑤By graphic plotting, this property lies in Zone X on FEMA Firm Panel #47065C0115G which bears an effective date of February 3, 2016 and is not in a special flood hazard area.



GRAPHIC SCALE
1 inch = 200 ft

MBI

CERTIFICATE OF ACCURACY

I hereby certify that this is a Category 1 survey and the ratio of precision of the unadjusted survey is 1 : 10,000 as shown hereon. No title opinion was furnished to this surveyor and easements shown and/or not apparent in the field may or may not be discovered by a title search by a title attorney.

H. Wade Lovin, TN PLS #2151

Date

EXHIBIT A:

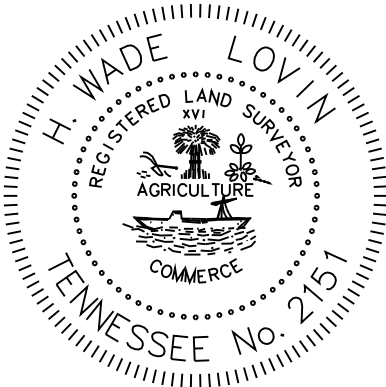
Hamilton County, Tennessee
Civil District: 3

Street Address: 1709 Mowbray Pike

Tax Parcel ID: 047 079

Deed Ref(s): N/A
Plat Ref(s): N/A

Field Date: 8-31-18 Crew Chief: M. Whaley
Drawing Date: 11-4-19 Draftsman: M. Blankenship
Last Rev. Date: Approved By: W. Lovin



MBI COMPANIES INC.
299 N. WEISGARBER ROAD
KNOXVILLE, TN 37919

PHONE: (865) 584-0999
FAX: (865) 584-5213
WEB: mbicompanies.com

EXHIBIT B

SITUATED within the 3rd Civil District of Hamilton County, Tennessee and being more particularly bounded & described as follows:

BEGINNING at a 5/8" iron rod (MBI) on the northeast right of way line of Mowbray Pike and marking a common corner of property now or formerly belonging to Milton E. Greer & Ginger V. Samples (Deed Book 11563 Page 721); thence with the line of Greer the following three (3) calls: 1) North 75 Degrees 02 Minutes 46 Seconds East, a distance of 152.92 feet to a 5/8" iron rod (MBI); 2) North 77 Degrees 11 Minutes 23 Seconds East, a distance of 181.51 feet to a 5/8" iron rod (MBI); 3) North 75 Degrees 45 Minutes 03 Seconds East, a distance of 321.74 feet to a 5/8" iron rod (MBI) marking a common corner of property now or formerly belonging to Sofia L. Aeschlimann (Deed Book 11108 Page 713); thence leaving the line of Greer and with the line of Aeschlimann the following five (5) calls: 1) North 34 Degrees 19 Minutes 19 Seconds East, a distance of 112.91 feet to a 5/8" iron rod (MBI); 2) North 72 Degrees 55 Minutes 13 Seconds East, a distance of 55.12 feet to a 5/8" iron rod (MBI); 3) North 77 Degrees 45 Minutes 13 Seconds East, a distance of 76.42 feet to a chiseled x in rock outcropping; 4) South 01 Degrees 09 Minutes 35 Seconds East, a distance of 328.01 feet to a 5/8" iron rod (MBI); 5) South 88 Degrees 33 Minutes 15 Seconds East, a distance of 30.73 feet to a 5/8" iron rod (MBI) marking a common corner of Old Soddy-Mowbray Road; thence leaving the line of Aeschlimann and with the line of Old Soddy-Mowbray Road, South 00 Degrees 00 Minutes 00 Seconds East, a distance of 50.02 feet to a 5/8" iron rod (MBI) marking a common corner of property now or formerly belonging to Hamilton County (Deed Book 3376 Page 717); thence leaving the line of Old Soddy-Mowbray Road and with the line of Hamilton County the following three (3) calls: 1) South 00 Degrees 00 Minutes 00 Seconds East, a distance of 353.29 feet to a 5/8" iron rod (MBI); 2) North 90 Degrees 00 Minutes 00 Seconds West, a distance of 453.40 feet to a 5/8" iron rod (MBI); 3) South 30 Degrees 30 Minutes 00 Seconds West, a distance of 152.00 feet to a 5/8" iron rod (MBI) on the northeast right of way line of Mowbray Pike; thence leaving the line of Hamilton County and with the northeast right of way line of Mowbray Pike the following four (4) calls: 1) North 24 Degrees 33 Minutes 19 Seconds West, a distance of 118.07 feet to a 5/8" iron rod (MBI); 2) along a curve to the left having a radius of 3559.54 feet, a chord bearing of North 26 Degrees 36 Minutes 43 Seconds West and a chord distance of 255.47 feet to a 5/8" iron rod (MBI); 3) along a curve to the left having a radius of 1095.85 feet, a chord bearing of North 33 Degrees 39 Minutes 02 Seconds West and a chord distance of 190.34 feet to a 5/8" iron rod (MBI); 4) along a curve to the left having a radius of 3928.95 feet, a chord bearing of North 37 Degrees 51 Minutes 18 Seconds West and a chord distance of 106.64 feet to the **POINT OF BEGINNING** and containing 9.77 acres.

This Instrument Prepared By:
Hon & Kopet
Title Guaranty & Trust Company
617 Walnut Street
Chattanooga, TN 37402

H&K/lc/19/45472/250

NAME & ADDRESS OF NEW OWNERS:	SEND TAX BILLS TO:
Tax Map/Parcel No.: 047-079	

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of One and No/100 (\$1.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, THE HAMILTON COUNTY BOARD OF EDUCATION, herein the Grantor, do hereby transfer, convey and forever quitclaim unto HAMILTON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, herein the Grantee, its successors and assigns, all our right, title and interest in and to the following described property:

IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

BEGINNING at a 5/8" iron rod (MBI) on the northeast right of way line of Mowbray Pike and marking a common corner of property now or formerly belonging to Milton E. Greer & Ginger V. Samples (Deed Book 11563 Page 721); thence with the line of Greer the following three (3) calls: 1) North 75 Degrees 02 Minutes 46 Seconds East, a distance of 152.92 feet to a 5/8" iron rod (MBI); 2) North 77 Degrees 11 Minutes 23 Seconds East, a distance of 181 .51 feet to a 5/8" iron rod (MBI); 3) North 75 Degrees 45 Minutes 03 Seconds East, a distance of 321.74 feet to a 5/8" iron rod (MBI) marking a common corner of property now or formerly belonging to Sofia L. Aeschlimann (Deed Book 11108 Page 713); thence leaving the line of Greer and with the line of Aeschlimann the following five (5) calls: 1) North 34 Degrees 19 Minutes 19 Seconds East, a distance of 112.91 feet to a 5/8" iron rod (MBI); 2) North 72 Degrees 55 Minutes 13 Seconds East, a distance of 55.12 feet to a 5/8" iron rod (MBI); 3) North 77 Degrees 45 Minutes 13 Seconds East, a distance of 76.42 feet to a chiseled x in rock outcropping; 4) South 01 Degrees 09 Minutes 35 Seconds East, a distance of 328.01 feet to a 5/8" iron rod (MBI); 5) South 88 Degrees 33 Minutes 15 Seconds East, a distance of 30.73 feet to a 5/8" iron rod (MBI) marking a common corner of Old Soddy-Mowbray Road; thence leaving the line of Aeschlimann and with the line of Old Soddy-Mowbray Road, South 00 Degrees 00 Minutes 00 Seconds East, a distance of 50.02 feet to a 5/8" iron rod (MBI) marking a common corner of property now or formerly belonging to Hamilton County (Deed Book 3376 Page 717); thence leaving the line of Old Soddy-Mowbray Road and with the line of Hamilton County the following three (3) calls: 1) South 00 Degrees 00 Minutes 00 Seconds East, a distance of 353.29 feet to a 5/8" iron rod (MBI); 2) North 90 Degrees 00 Minutes 00 Seconds West, a distance of 453.40 feet to a 5/8" iron rod (MBI); 3) South 30 Degrees 30 Minutes 00 Seconds West, a distance of 152.00 feet to a 5/8" iron rod (MBI) on the northeast right of way line of Mowbray Pike; thence leaving the line of Hamilton County and with the northeast right of way line of Mowbray Pike the following four (4) calls: 1) North 24

Degrees 33 Minutes 19 Seconds West, a distance of 118.07 feet to a 5/8" iron rod (MBI); 2) along a curve to the left having a radius of 3559.54 feet, a chord bearing of North 26 Degrees 36 Minutes 43 Seconds West and a chord distance of 255.47 feet to a 5/8" iron rod (MBI); 3) along a curve to the left having a radius of 1095.85 feet, a chord bearing of North 33 Degrees 39 Minutes 02 Seconds West and a chord distance of 190.34 feet to a 5/8" iron rod (MBI); 4) along a curve to the left having a radius of 3928.95 feet, a chord bearing of North 37 Degrees 51 Minutes 18 Seconds West and a chord distance of 106.64 feet to the POINT OF BEGINNING and containing 9.77 acres, more or less, as shown by survey dated November 4, 2019, H. Wade Lovin, RLS #2151, MBI Companies, Inc., Knoxville, TN 37919.

FOR PRIOR TITLE, see Deed recorded in Book F, Volume 13, Page 403, in the Register's Office of Hamilton County, Tennessee.

THIS CONVEYANCE MADE SUBJECT TO THE FOLLOWING:

Any governmental zoning and subdivision ordinances in effect thereon.

This instrument was prepared from information furnished solely by the parties involved. No title examination has been made and neither Hon & Kopet nor The Title Guaranty and Trust Company of Chattanooga shall have any liability for the status of title to the property or for the accuracy of such information

TO BE EFFECTIVE as of the _____ day of _____, 2019.

THE HAMILTON COUNTY BOARD OF
EDUCATION

By: _____
Name: BRYAN JOHNSON
Title: SUPERINTENDENT

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this _____ day of _____, 2019, before me personally appeared BRYAN JOHNSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the SUPERINTENDENT of THE HAMILTON COUNTY BOARD OF EDUCATION, the within named bargainor, and that as such SUPERINTENDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of THE HAMILTON COUNTY BOARD OF EDUCATION, by himself as such SUPERINTENDENT.

Witness my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires _____

THE HAMILTON COUNTY BOARD OF
EDUCATION

By: _____
Name: JOE WINGATE
Title: BOARD CHAIRMAN

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this _____ day of _____, 2019, before me personally appeared JOE WINGATE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the BOARD CHAIRMAN of THE HAMILTON COUNTY BOARD OF EDUCATION, the within named bargainor, and that as such BOARD CHAIRMAN, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of THE HAMILTON COUNTY BOARD OF EDUCATION, by himself as such BOARD CHAIRMAN.

Witness my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

I hereby swear or affirm that the actual consideration for this transfer is \$ _____.

AFFIANT

Sworn and subscribed before me this _____ day of _____, 2019.

NOTARY PUBLIC
My Commission Expires: _____

XI. Board Matters

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

XII. Information Only

A. Legal Services Report



**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: The Office of Chief Operations Officer

Date: November 21, 2019

Re: October 2019 Legal Services Summary

The following reflects the legal fees paid for the month of October.

Bennett & DeCamp, PLLC	\$20,000.00
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TOTAL	\$20,000.00
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XIII. Events/Announcements

Events and Announcements

November 21, 2019

- | | |
|--|---|
| A. November 27-29, 2019 - Thanksgiving
CO Closed November 28-29, 2019 | B. December 3, 2019 - Partnership Network
Meeting - 5:00 p.m. |
| C. December 6-7, 2019 - Board Retreat
Chattanooga State | D. December 9, 2019 - Agenda Session and
Joint Meeting with County Commission |
| E. December 12, 2019 - Board Meeting
Quarterly Session | F. December 3, 2019 - Christmas at the Courthouse
11:00 a.m. - Board Recognition Day |

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