

Hamilton County Department of Education
Hamilton County Board of Education Board Meeting - Regular Session
January 20, 2022 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 - Dr. Ethan Hildreth, Principal of East Hamilton Middle School

V. Presentation(s)

A. Executive Director of Accountability & Research - Shannon Moody

1. Future Ready 2023 - Engaged Community

VI. Board Member Disclaimer Statement - I declare that I have a [spouse, parent, grandparent, child, sibling, aunt, uncle, nephew, niece, relation-in-law or member of my household] who works for the school system and that the Board's vote on [budget, policies, etc.] may have an effect on my relative's employment. Even so, I hereby certify that I will cast my vote in the best interest of the school system.

VII. **Approval of the Consent Agenda

A. Approval of the Minutes of the December 9, 2021, Quarterly Session; the December 20, 2021, Special Called Session; and the January 3, 2022, Special Called Session

B. Executive Committee Report

C. Chief Schools Officer - Dr. Neelie Parker

1. Field Trips

a. Dr. Larrie Reynolds and Dr. Robert Sharpe - Community Superintendents

b. Elaine Harper and Dr. Jason Vance - Community Superintendents

D. Chief Financial Officer - Mary Ellen Heuton

1. Bids/Contracts

a. CLASS (Coalition of Large School Systems) Retainer Agreement

b. Director of Maintenance and Operations - Justin Witt

1. Howard High and Bess T. Shepherd Portable Purchase

2. Financial Reports

3. Budget Amendments

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

b. General Operating Amendments

E. Deputy Superintendent - Dr. Sonia Stewart

1. Board Policies - Second and Final Read

a. Chief Financial Officer - Mary Ellen Heuton

1. Board Policy 2.403 - Personal Property Sales

b. School Health Manager - Marisa Moyers

1. Board Policy 5.703 - Private Duty Nurses

VIII. Administrative Business Matters

A. Director of Transportation - David Eaves

1. **First Student Contract - One-year Extension

IX. Delegations

A. Heather Modrow speaking regarding substitute stipend

X. Board Matters

A. Manager of Child Care Programs - Cathy Loftis

1. **Employee Pay Increases & Rate Changes for School Age Child Care

B. Chief Talent Officer - Penny Murray

1. **Certified Staff Supplement Pay during COVID Pandemic

XI. Delegations

A. Crissy and Summer Essex, mother and daughter would like to speak to bring awareness to bullying and assault in the schools. (District 9)

B. Jeanette Omarkhail, HCEA speaking regarding educator concerns

C. Was not able to attend - Scarlen Valderaz speaking regarding fatherless homes and short recess periods (District 6)

XII. Information Only

A. Legal Services Report

XIII. Events/Announcements

XIV. Adjourn

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

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Justin Robertson
Superintendent

FROM: Dr. Sonia Stewart
Deputy Superintendent

Shannon Moody
Executive Director of Accountability & Research

DATE: January 20, 2022

RE: Future Ready 2023! Presentation

We respectfully request the opportunity to provide the Board with an Engaged Community update, in alignment with the Future Ready 2023! strategic plan. This presentation will focus on the current 100 Day Transition Plan.



HAMILTON
COUNTY
SCHOOLS

A Level 5 School District

Future Ready 2023 Update

Engaged Community

January 20, 2022

A photograph of four children sitting around a wooden table in a classroom, engaged in an art project. They are using colorful paper, markers, and sticks to create what appear to be butterfly or insect-themed drawings. The children are diverse in age and ethnicity. A semi-transparent blue box with white text is overlaid on the center of the image.

**All children thrive and experience
a future without limits.**

Future Ready 2023!

**Accelerating
Student
Achievement**



**Future
Ready
Students**



**Great Teachers
& Leaders**



**Engaged
Community**



**Efficient
& Effective
Operations**



100 Day Transition Plan



Goals: First 100 Days

SUPERINTENDENT
ENTRY PLAN

JUSTIN ROBERTSON, ED. D



1. Governance/District Alignment
2. Productive District Culture
3. Effective Transition
4. Student Outcomes



Plan Phases



Phase 1

Building Relationships

January 2022



Phase 2

Gathering Input

February 2022



Phase 3

Application of Learning

March 2022

Phase 1 - Building Relationships



Phase 1

Building Relationships

January 2022

- Meet individually with **Board members**
- Establish bi-weekly meeting with **Board Chair and Vice Chair**
- Create open lines of communication between District and **County government**
- Meet with **local elected officials**
- Ensure communication plan is in place to update **school leaders and the community** on progress

Phase 2 - Gathering Input

- Evaluate current culture within **Learning Communities**
- Reconvene the **Teacher, Principal, and Parent Advisory** Councils
- Establish a Superintendent **Student Advisory** team
- Hold **listening sessions** with departments
- Establish a **transition team** to advise the Superintendent throughout the transition process.



Phase 2

Gathering Input

February 2022

Phase 2 - Gathering Input

Transition Team Committees

- Student Learning
- Community Partnerships
- Students Thrive
- Purposeful Community
- Parent Engagement
- Diversity, Equity & Inclusion



Phase 3- Application of Learning



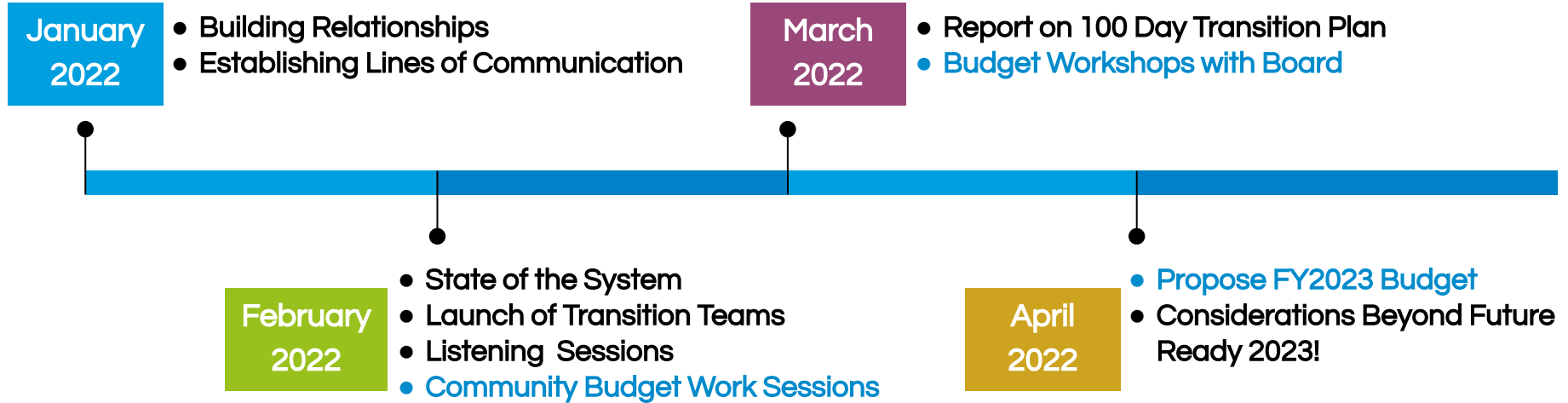
Phase 3

Application of Learning

March 2022

- Set a Board work session concerning timeline and actions for creating steps towards a **strategic plan beyond Future Ready 2023**
- **Evaluate district alignment** to verify that structures support the instructional goals
- **Make adjustments as needed** based on current data
- Align District instructional **resources to support school leaders and teachers**

Upcoming Engagement Sessions



Hamilton County Schools

Expects Excellence



Every student deserves access to an **excellent teacher**.



Every teacher deserves access to an **excellent leader**.



Every school deserves access to **excellent resources** to meet the diverse needs of students.

Hamilton County Board of Education – Draft Minutes Not Yet Approved by the Board
Board Meeting - Quarterly Session
December 9, 2021 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

II. **Approval of the Agenda

III. Executive Session - No

IV. **Selection of Superintendent

V. Pledge to the Flag and Meditation - Dustin Humphreys, Bible History Teacher at Lookout Valley Middle High

VI. Exemplars of Excellence

- A. Recognition of Signal Mountain Signal Corp High School Marching Band - Mr. Marco Perez, School Board District 2 and Dr. Robert Sharpe, Community Superintendent

VII. Presentation(s)

A. Chief Equity Officer - Dr. Marsha Drake

- 1. Future Ready 2023 Presentation - Cassie Davis, Integrated Student Supports Program Manager

VIII. Board Member Disclaimer Statement - I declare that I have a [spouse, parent, grandparent, child, sibling, aunt, uncle, nephew, niece, relation-in-law or member of my household] who works for the school system and that the Board's vote on [budget, policies, etc.] may have an effect on my relative's employment. Even so, I hereby certify that I will cast my vote in the best interest of the school system.

IX. **Approval of the Consent Agenda

A. Approval of the Minutes of the November 8, 2021 Special Called Session and the November 11, 2021 Regular Session

B. Executive Committee Report

C. Chief Schools Officer - Dr. Neelie Parker

1. Field Trips

- a. Dr. Larrie Reynolds and Dr. Robert Sharpe - Community Superintendents
- b. Elaine Harper and Dr. Jason Vance - Community Superintendents

D. Chief Financial Officer - Mary Ellen Heuton

1. Bids/Contracts

2. Financial Reports

3. Budget Amendments

- a. Federal Grants, State Grants, and Self-Funded Programs
- b. School Nutrition Budget Amendments

4. Head Start Lease Renewals

5. Board Policy - First Read

- a. Board Policy 2.403 - Personal Property Sales

E. Chief Talent Officer - Penny Murray

1. Board Policy - First and Final Read

- a. Board Policy 5.701 - Substitute Teachers

F. School Health Manager - Marisa Moyers

1. Board Policy - First Read

- a. Board Policy 5.703 - Private Duty Nurses

X. Delegations

- A. Jennifer Piroth speaking regarding liberty and freedom in public schools (District 3)
- B. Levi Black student at Battle Academy speaking regarding his love of reading, books, and the impact they've had on his learning journey and perspective (District 6)
- C. Jeanette Omarkhail, HCEA speaking regarding educator concerns
- D. Rosie Fitzgerald speaking regarding vaccines, school lunches, and the meeting format
- E. Heather Modrow speaking regarding the Superintendent vote
- F. Rebecca Day speaking regarding the committee to review books
- G. Reverend Dr. Jeffrey Wilson speaking on behalf of the African American clergy regarding books and protecting children's rights

XI. Board Matters

- A. Chief Financial Officer - Mary Ellen Heuton
 - 1. **New Position Request - Director of Budget
- B. Community Superintendent - MidTown Learning Community - Dr. Sonia Stewart
 - 1. **School Turnaround Pilot
- C. Community Superintendent - Missionary Ridge - Dr. Jason Vance
 - 1. **Intervention and Support Grant Program
- D. **Formation of a Special Committee - Chairman McClendon

XII. Information Only

- A. Legal Services Report

XIII. Events/Announcements

- | | |
|--|--|
| <ul style="list-style-type: none"> A. Friday, December 17, 2021
Half day for students-buses will run | <ul style="list-style-type: none"> B. Friday, December 17, 2021
End of 2nd Quarter |
| <ul style="list-style-type: none"> C. December 20-December 31, 2021
Winter Break | <ul style="list-style-type: none"> D. Monday, January 3, 2022
New Superintendent Begins |
| <ul style="list-style-type: none"> E. Monday, January 3, 2022
Teacher Professional Development
(School Based) No Students | <ul style="list-style-type: none"> F. Tuesday, January 4, 2022
Teacher Professional Development
(System-Wide) - No Students |
| <ul style="list-style-type: none"> G. Wednesday, January 5, 2022
School Reopens | <ul style="list-style-type: none"> H. Friday, January 7, 2022 - Report Cards |
| <ul style="list-style-type: none"> I. Monday, January 17, 2022
Martin Luther King Day - Schools and
Central Office Closed | <ul style="list-style-type: none"> J. Tuesday, January 18, 2022
Board Agenda Session |
| <ul style="list-style-type: none"> K. Thursday, January 20, 2022
Board Meeting - Regular Session | |

XIV. Adjourn

Hamilton County Board of Education Board Meeting - Quarterly Session
December 9, 2021 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

Attendance Taken at 5:30 PM.

Mrs. Jenny Hill: Present
Mrs. Karitsa Jones: Present
Mr. Tucker McClendon: Present
Mr. Marco Perez: Present
Mrs. Tiffanie Robinson: Present
Mr. Joe Smith: Present
Mrs. Rhonda Thurman: Present
Mr. James Walker: Present
Mr. Joe Wingate: Present

Also in attendance: Dr. Nakia Towns, Interim Superintendent
JaMaal Macon, Superintendent was absent

Attendance Update Taken at 7:37 PM.

Mrs. Tiffanie Robinson: Absent

II. **Approval of the Agenda

Passed: Approval of the agenda with the following amendments: Move Selection of Superintendent to Item IV. renumbering remaining items; move Delegations to Item X. and add D. Rosie Fitzgerrel speaking regarding vaccines, school lunches, and the meeting format; E. Heather Modrow speaking regarding the Superintendent vote; F. Rebecca Day speaking regarding the committee to review books; and G. Reverend Dr. Jeffrey Wilson speaking on behalf of the African American clergy regarding books and protecting children's rights; and renumber all remaining agenda items passed with a motion by Mrs. Tiffanie Robinson and a second by Mrs. Karitsa Jones.

Mrs. Jenny Hill: Yes
Mrs. Karitsa Jones: Yes
Mr. Tucker McClendon: Yes
Mr. Marco Perez: Yes
Mrs. Tiffanie Robinson: Yes
Mr. Joe Smith: Yes
Mrs. Rhonda Thurman: Yes
Mr. James Walker: Yes
Mr. Joe Wingate: Yes
Yes: 9, No: 0

III. Executive Session - No

IV. **Selection of Superintendent

Passed: Approval of a substitute motion to discuss the candidates prior to selection of the superintendent passed with a motion by Mrs. Karitsa Jones and a second by Mrs. Tiffanie Robinson.

Mr. Joe Smith:	No
Mrs. Rhonda Thurman:	No
Mr. James Walker:	No
Mrs. Jenny Hill:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Tucker McClendon:	Yes
Mr. Marco Perez:	Yes
Mrs. Tiffanie Robinson:	Yes
Mr. Joe Wingate:	Yes

Yes: 6, No: 3

Mr. Joe Smith: No, Mrs. Rhonda Thurman: No, Mr. James Walker: No

Passed: Approval of a motion to hire Dr. Justin Robertson as Superintendent passed with a motion by Mr. Joe Smith and a second by Mrs. Rhonda Thurman.

Mrs. Jenny Hill:	No
Mrs. Karitsa Jones:	No
Mr. Tucker McClendon:	Yes
Mr. Marco Perez:	Yes
Mrs. Tiffanie Robinson:	Yes
Mr. Joe Smith:	Yes
Mrs. Rhonda Thurman:	Yes
Mr. James Walker:	Yes
Mr. Joe Wingate:	Yes

Yes: 7, No: 2

Mrs. Jenny Hill: No, Mrs. Karitsa Jones: No

A motion was made by Mr. Smith and seconded by Mrs. Thurman to select Dr. Justin Robertson as superintendent of Hamilton County Schools. Prior to the vote, a substitute motion was made by Mrs. Jones and seconded by Mrs. Robinson to discuss the candidates.

V. Pledge to the Flag and Meditation - Dustin Humphreys, Bible History Teacher at Lookout Valley Middle High

VI. Exemplars of Excellence

A. Recognition of Signal Mountain Signal Corp High School Marching Band - Mr. Marco Perez, School Board District 2 and Dr. Robert Sharpe, Community Superintendent

VII. Presentation(s)

A. Chief Equity Officer - Dr. Marsha Drake

1. Future Ready 2023 Presentation - Cassie Davis, Integrated Student Supports Program Manager

VIII. Board Member Disclaimer Statement - I declare that I have a [spouse, parent, grandparent, child, sibling, aunt, uncle, nephew, niece, relation-in-law or member of my household] who works for the school system and that the Board's vote on [budget, policies, etc.] may have an effect on my relative's employment. Even so, I hereby certify that I will cast my vote in the best interest of the school system.

Disclaimers were made by Mrs. Thurman, Mr. Walker, Mrs. Jones, Mr. Perez, and Mr. McClendon.

IX. **Approval of the Consent Agenda

Passed: Approval of the Consent Agenda passed with a motion by Mrs. Karitsa Jones and a second by Mrs. Jenny Hill.

Mrs. Tiffanie Robinson: Absent

Mrs. Jenny Hill: Yes

Mrs. Karitsa Jones: Yes

Mr. Tucker McClendon: Yes

Mr. Marco Perez: Yes

Mr. Joe Smith: Yes

Mrs. Rhonda Thurman: Yes

Mr. James Walker: Yes

Mr. Joe Wingate: Yes

Yes: 8, No: 0, Absent: 1

A. Approval of the Minutes of the November 8, 2021 Special Called Session and the November 11, 2021 Regular Session

B. Executive Committee Report

C. Chief Schools Officer - Dr. Neelie Parker

1. Field Trips

a. Dr. Larrie Reynolds and Dr. Robert Sharpe - Community Superintendents

1. **Chattanooga High Center for Creative Arts** – Twenty-five select members of instrumental band will travel to Gatlinburg, Tennessee February 3-5, 2022 to participate in the ETSBOA All State-East Senior Band Clinic.

2. **Chattanooga School for the Arts and Sciences Upper School** – Fifteen members of the boys' basketball team will travel to Lynn Haven, Florida December 26-29, 2021 to compete in a tournament at Mosley High School.

- # 3. **East Hamilton High School** – Thirteen members of the high school boys’ varsity basketball team will travel to Johnson City, Tennessee December 10-11, 2021 to compete in a tournament at Science Hill High School.
- # 4. **East Hamilton High School** – Thirteen members of the high school boys’ varsity basketball team will travel to Bristol, Tennessee December 26-31, 2021 to compete in a tournament at Tennessee High School.
- # 5. **East Hamilton High School** – Eight members of select band will travel to Gatlinburg, Tennessee February 3-5, 2022 to perform with the ETSBOA Sr. Clinic Honor Band.
- # 6. **East Hamilton High School** – Ninety students enrolled in band and choir will travel to Orlando, Florida March 17-21, 2022 to participate in the Walt Disney World “You’re Instrumental” Workshop.
- # 7. **Red Bank High School** – Fifty cadets enrolled in JROTC will travel to Washington, D.C. March 31-April 3, 2022 to visit the Capitol, the Smithsonian Institution, and Arlington Cemetery.
- # 8. **Signal Mountain Middle High School** – Fourteen members of the high school boys’ basketball team will travel to Gatlinburg, Tennessee December 19-22, 2021 to compete in a tournament at Gatlinburg-Pittman High School.
- # 9. **Signal Mountain Middle High School** – Ninety members of the middle school band will travel to Orlando, Florida February 23-27, 2022 to participate in the Walt Disney World “You’re Instrumental” Workshop.
- # 10. * **East Hamilton High School** – Three members of the honor choir traveled to Maryville, Tennessee November 18-20, 2021 to participate in the All East Honor Choir at Maryville College.
- #11. * **East Hamilton High School** – Thirteen members of the high school boys’ varsity basketball team traveled to Alcoa, Tennessee November 22-24, 2021 to compete in a Thanksgiving tournament at Alcoa High School.
- #12. * **Signal Mountain Middle High School** – Sixteen members of the high school cross country team traveled to Hendersonville, Tennessee November 4-5, 2021 to compete in the TSSAA Cross Country State Championship Tournament.

*This item was previously approved by Dr. Nakia Towns, Interim Superintendent and Mr. Tucker McClendon, Board Chairman.

b. Elaine Harper and Dr. Jason Vance - Community Superintendents

- #1. **Big Ridge Elementary** — One hundred students in the fifth grade will travel to Eatonton, Georgia March 8-11, 2022 to participate in the Rock Eagle Environment Center.
- #2. **Hixson High School** — Twenty-six members of the HOSA Future Health Professionals team will travel to Knoxville, March 28-30, 2022 to participate in the HOSA State Conference Competition.
- # 3.
- #4.
- #5.*

#6.*

Huntsville, Alabama to participate in the Huntsville Invitational Wrestling Tournament.

*These items were previously approved by Dr. Nakia Towns, Interim Superintendent and Tucker McClendon, Board Chairman.

D. Chief Financial Officer - Mary Ellen Heuton

1. Bids/Contracts

- A. Request Approval of Bid File 21-40 Kitchen Equipment for Howard Future Ready Institute
- B. Request Approval of Consulting Services with Health Strategy.

2. Financial Reports

Attached is the monthly financial report comparing budget to actual through Octoberber, 2021. 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/EXPENSES VS BUDGET
PERIOD ENDED
October, 2021

REVENUES	General Purpose			Federal Programs			Self-Funded Programs			School Nutrition			Grand Totals		
	Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual
LOCAL TAXES	205,400.00	205,400.00	205,647.493										205,400.00	205,400.00	205,647.493
LICENSES AND PERMITS	12,000		3,744										12,000		3,744
CHARGES FOR CURRENT SERVICES	522,500	522,500	105,135				4,010,123	4,031,653	1,969,326	3,819,425	3,819,425	170,890	8,151,048	8,172,579	2,122,151
OTHER LOCAL REVENUES	300,000	300,000	45,050				3,357,591	3,716,810	497,125	21,426	21,426	22,135	3,679,017	4,038,296	674,558
STATE OF TENNESSEE	182,717,855	182,858,577	53,790,307										182,717,855	182,858,577	53,790,307
OTHER STATE REVENUES	718,223	4,824,355	1,662,207										817,791	5,022,813	1,662,207
FEDERAL GOVERNMENT	990,000	2,029,791	29,876	28,496,349	142,858,633	2,856,169						17,919,913	47,596,252	162,907,336	113,111,091
OTHER SOURCES	3,695,000	3,695,000	296,667										3,695,000	3,695,000	296,667
RESERVES/FUND BALANCE *	-	2,934,913	-						1,484,022				-	4,389,835	-
TOTAL REVENUES	434,335,378	442,237,075	83,280,512	28,496,349	142,858,633	2,856,169	7,367,714	9,232,545	2,343,452	21,758,322	21,758,322	8,107,885	491,958,763	616,386,535	66,387,998
EXPENDITURES															
REGULAR INSTRUCTION PROGRAM	71100	216,689,989	217,638,584	63,691,300	6,328,367	31,424,632	6,731,011	2,946,541	3,741,794	668,546			225,663,896	253,005,010	71,078,657
SPECIAL EDUCATION INSTR PROG	71200	40,594,153	41,148,987	11,294,920	3,111,455	3,994,320	1,129,578	336,193	338,293	54,204			44,551,773	51,470,180	12,466,000
VOCATIONAL ED INSTR PROG	71300	9,241,261	9,393,207	2,544,245	539,399	1,992,664	286,579			112,367			9,769,864	11,489,458	2,926,024
ATTENDANCE	72110	2,798,557	2,847,904	783,444		424,083	18,989						2,798,557	3,271,987	802,433
HEALTH SERVICES	72120	5,091,939	5,173,312	499,677		7,063,144	1,292,328			42,600	5,444		5,134,439	12,278,956	1,744,447
OTHER STUDENT SUPPORT	72130	12,866,141	13,027,692	4,440,737	3,498,105	12,078,572	2,612,781	218,215	271,361	24,987			16,543,461	25,377,536	7,078,505
REG INST SUPPORT	72210	12,639,292	14,096,200	3,894,600	7,829,095	21,384,221	4,350,059	453,748	988,487	205,943			20,922,125	36,419,908	8,441,302
SPECIAL ED INST SUPPORT	72220	3,926,344	3,635,984	995,179	4,577,697	5,166,242	895,056						8,143,211	9,769,225	1,804,244
VOCATIONAL ED INST SUPPORT	72230	254,877	273,628	74,045	64,820	676,094	9,882						319,497	948,710	83,707
EDUCATION TECHNOLOGY	72250	5,749,467	6,254,917	1,953,309		1,323,090	62						5,749,467	7,679,000	1,933,210
BOARD OF EDUCATION	72310	8,621,036	8,641,000	1,536,402			7,066			100,000	422		8,721,056	9,142,026	1,543,630
OFFICE OF SUPERINTENDENT	72320	2,645,988	2,998,770	1,141,633									2,731,769	3,086,561	1,197,295
OFFICE OF PRINCIPAL	72410	29,105,910	29,621,958	8,872,438	96,991		337,050			85,810	87,791	24,701	29,172,961	29,959,995	9,812,438
FISCAL SERVICES	72510	3,412,069	3,471,999	959,698		675,000							3,412,069	4,145,996	999,899
HUMAN RESOURCES	72520	2,150,319	2,181,559	584,473		2,700,000			31,878	2,004			2,180,319	4,913,217	732,895
OPERATION OF PLANT	72610	26,982,638	26,478,180	8,784,089		600,064	136,568			7,529			26,982,638	25,989,870	8,194,089
MAINTENANCE OF PLANT	72620	9,769,168	9,899,525	3,296,607									9,769,168	9,899,525	3,343,730
TRANSPORTATION	72710	20,333,227	21,348,089	6,296,415	229,691	3,296,044	77,123			21,350			20,562,908	24,662,362	5,298,413
CENTRAL AND OTHER	72910	422,599	425,732	146,142						42,798	697		422,599	430,010	181,814
FOOD SERVICE	73100	-	-	-		97,769	14,876					21,768,322	21,768,322	6,652,871	21,768,322
COMMUNITY SERVICES	73300	559,982	598,047	119,476	1,124,094	2,532,917	77,082	3,276,207	3,297,700	636,453			4,990,273	6,399,964	754,929
EARLY CHILDHOOD EDUCATION	73400	2,933,149	3,079,621	717,425		69,344			297,530	207,620	23,098		3,140,619	3,349,495	2,338,414
REGULAR CAPITAL OUTLAY	78100	200,000	200,000			31,486,054	1,556,983						200,000	31,655,054	1,556,983
EDUCATION DEBT SERVICE		975,000	975,000										975,000	975,000	
EDUCATION CAPITAL PROJECTS		3,000,000	5,075,000	4,000,000									3,000,000	5,075,000	4,000,000
CHARTER SCHOOLS (TRANSFERS)		18,936,487	18,936,487	6,408,622									18,936,487	18,936,487	6,408,622
TRANSFERS-STATE GRANTS		-	2,463		556,498	6,651,638							556,498	6,651,638	
TOTAL EXPENDITURES	434,335,378	442,237,075	129,036,170	28,496,349	142,858,633	19,133,009	7,367,714	9,232,545	1,643,607	21,758,322	21,758,322	5,652,871	491,958,763	616,386,535	155,677,637

10010221

3. Budget Amendments

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

The Federal Programs budget is amended by items 1 - 7. Items 1 and 2 consist of both current year awards and carryover funds. Item 3 consists of carryover funds. Items 4 - 7 consist of current year awards.

The Self-Funded Programs budget is amended by items 8 - 10. Items 8 and 10 consist of current year contributions and carryover contributions. Item 9 consists of current year contributions.

1. Title I, Part A: Improving Basic Programs, with transfers between lines
2. Title III Immigrant, with a net increase of \$110,584
3. Elementary and Secondary School Emergency Relief 2.0 (ESSER 2.0), totaling \$30,310,977
4. Innovative High Schools Models Grant, with transfers between lines
5. TN All Corps, totaling \$2,660,000
6. Emergency Connectivity Fund, totaling \$1,315,620
7. Carl Perkins Vocational Grant, with transfers between lines
8. Student Success Planning, with transfers between lines and a net increase of \$18,112
9. Supplemental Salaries, with a net increase of \$2,117,438
10. HCS Foundation, with a net increase of \$10,260

b. School Nutrition Budget Amendments

Board approval is recommended for the following items for School Nutrition for Fiscal Year 2022:

- Transfers between accounts to reclassify existing budget appropriations between accounts to fund UTC intern.

Increase

143-0-819-0000-0-73100-518940-0000-0000- Contract Personnel \$5,000

Decrease

143-0-819-0000-0-73100-516520-0000-0000-Cafeteria Personnel no benefits \$5,000

4. Head Start Lease Renewals

Board approval is recommended to extend three current lease agreements with the City of Chattanooga for operation of Head Start programs. The current lease agreements have a term of one year, commencing January 1, 2020 and ending December 31, 2020. Upon mutual written consent from both parties, the leases may be renewed for two additional terms of one year each. The board previously exercised this option in December 2020 for a one-year renewal for the term commencing January 2, 2021 and ending December 31, 2021. We recommend that the board exercise the one remaining one-year renewal option for these lease agreements, for the term commencing January 1, 2022 and ending December 13, 2022.

Premises:

Avondale Head Start Center, 2302 Ocoee Street, Chattanooga, TN 37406 Cedar Hill Head Start Center, 4701 Divine Avenue, Chattanooga, TN 37407 Daisy Head Start Center, 9517 West Ridge Trail Road, Chattanooga, TN 37407

5. Board Policy - First Read

- a. Board Policy 2.403 - Personal Property Sales

E. Chief Talent Officer - Penny Murray

1. Board Policy - First and Final Read

- a. Board Policy 5.701 - Substitute Teachers

F. School Health Manager - Marisa Moyers

1. Board Policy - First Read

- a. Board Policy 5.703 - Private Duty Nurses

X. Delegations

- A. Jennifer Piroth speaking regarding liberty and freedom in public schools (District 3)
- B. Levi Black student at Battle Academy speaking regarding his love of reading, books, and the impact they've had on his learning journey and perspective (District 6)
- C. Jeanette Omarkhail, HCEA speaking regarding educator concerns
- D. Rosie Fitzgerrel speaking regarding vaccines, school lunches, and the meeting format
- E. Heather Modrow speaking regarding the Superintendent vote
- F. Rebecca Day speaking regarding the committee to review books
- G. Reverend Dr. Jeffrey Wilson speaking on behalf of the African American clergy regarding books and protecting children's rights

XI. Board Matters

A. Chief Financial Officer - Mary Ellen Heuton

1. **New Position Request - Director of Budget

Passed: Approval of the position of Director of Budget passed with a motion by Mrs. Jenny Hill and a second by Mr. Marco Perez.

Mrs. Tiffanie Robinson: Absent

Mr. Tucker McClendon: No

Mr. James Walker: No

Mrs. Jenny Hill: Yes

Mrs. Karitsa Jones: Yes

Mr. Marco Perez: Yes

Mr. Joe Smith: Yes

Mrs. Rhonda Thurman: Yes

Mr. Joe Wingate: Yes

Yes: 6, No: 2, Absent: 1

Mr. Tucker McClendon: No, Mr. James Walker: No

B. Community Superintendent - MidTown Learning Community - Dr. Sonia Stewart

1. **School Turnaround Pilot

Failed: Approval of the School Turnaround Pilot failed with a motion by Mrs. Jenny Hill and a second by Mr. Marco Perez.

Mrs. Tiffanie Robinson: Absent
Mrs. Karitsa Jones: No
Mr. Tucker McClendon: No
Mr. Joe Smith: No
Mrs. Rhonda Thurman: No
Mr. James Walker: No
Mr. Joe Wingate: No
Mrs. Jenny Hill: Yes
Mr. Marco Perez: Yes
Yes: 2, No: 6, Absent: 1
Mrs. Jenny Hill: Yes, Mr. Marco Perez: Yes

C. Community Superintendent - Missionary Ridge - Dr. Jason Vance

1. **Intervention and Support Grant Program

passed: Approval of the Intervention and Support Grant Program for The Howard Pchool passed with a motion by Mrs. Jenny Hill and a second by Mr. Marco Perez.

Mrs. Tiffanie Robinson: Absent
Mrs. Karitsa Jones: No
Mrs. Jenny Hill: Yes
Mr. Tucker McClendon: Yes
Mr. Marco Perez: Yes
Mr. Joe Smith: Yes
Mrs. Rhonda Thurman: Yes
Mr. James Walker: Yes
Mr. Joe Wingate: Yes
Yes: 7, No: 1, Absent: 1
Mrs. Karitsa Jones: No

D. **Formation of a Special Committee - Chairman McClendon

Failed: Approval to amend the motion of Formation of a Special Committee by Mrs. Hill as follows: that all meetings of the committee will be open to the public, announced in advance and live streamed; prior to the beginning of the examination of the policies and procedures, the committee will receive training on school law with emphasis on first amendment rights of students and teachers and relevant case law, and professional standards for librarians. Committee members will include HCS superintendent or superintendent designee, HCS board attorney, HCS elementary librarian representative, HCS middle school librarian representative, HCS high school librarian representative, eighteen appointees (two per district). Each school board member will appoint two members to the committee. Members must live in the corresponding voting district or work at a school within the voting district failed with a motion by Mrs. Jenny Hill and a second by Mrs. Karitsa Jones.

Mrs. Tiffanie Robinson: Absent
Mr. Tucker McClendon: No

Mr. Marco Perez: No
Mr. James Walker: No
Mr. Joe Wingate: No
Mrs. Jenny Hill: Yes
Mrs. Karitsa Jones: Yes
Mr. Joe Smith: Yes
Mrs. Rhonda Thurman: Yes

Yes: 4, No: 4, Absent: 1

Mrs. Jenny Hill: Yes, Mrs. Karitsa Jones: Yes, Mr. Joe Smith: Yes, Mrs. Rhonda Thurman: Yes

Passed: Approval of the original motion of the Formation of a Special Committee to review reading material content concerns and explore options available to address the concerns; the committee will consist of 18 members chosen by members of the board (2 per district) passed with a motion by Mr. Joe Smith and a second by Mrs. Rhonda Thurman.

Mrs. Tiffanie Robinson: Absent
Mrs. Jenny Hill: No
Mr. Marco Perez: No
Mrs. Karitsa Jones: Yes
Mr. Tucker McClendon: Yes
Mr. Joe Smith: Yes
Mrs. Rhonda Thurman: Yes
Mr. James Walker: Yes
Mr. Joe Wingate: Yes
Yes: 6, No: 2, Absent: 1
Mrs. Jenny Hill: No, Mr. Marco Perez: No

XII. Information Only

A. Legal Services Report

XIII. Events/Announcements

- | | |
|--|--|
| A. Friday, December 17, 2021
Half day for students-buses will run | B. Friday, December 17, 2021
End of 2nd Quarter |
| C. December 20-December 31, 2021
Winter Break | D. Monday, January 3, 2022
New Superintendent Begins |
| E. Monday, January 3, 2022
Teacher Professional Development
(School Based) No Students | F. Tuesday, January 4, 2022
Teacher Professional Development
(System-Wide) - No Students |

G. Wednesday, January 5, 2022
School Reopens

H. Friday, January 7, 2022 - Report Cards

I. Monday, January 17, 2022
Martin Luther King Day - Schools and
Central Office Closed

J. Tuesday, January 18, 2022
Board Agenda Session

K. Thursday, January 20, 2022
Board Meeting - Regular Session

XIV. Adjourn – The meeting was adjourned at 9:20 p.m.

Chairperson

Date

Superintendent

Date

Hamilton County Board of Education – Draft Minutes Not Yet Approved by the Board
Board Meeting - Special Called Session
December 20, 2021 5:00 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

II. **Approval of the Superintendent's Contract

III. Adjourn

Hamilton County Board of Education Board Meeting - Special Called Session
December 20, 2021 5:00 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

Attendance Taken at 5:00 PM.

Mrs. Jenny Hill:	Present
Mrs. Karitsa Jones:	Present
Mr. Tucker McClendon:	Present
Mr. Marco Perez:	Absent
Mrs. Tiffanie Robinson:	Absent
Mr. Joe Smith:	Present
Mrs. Rhonda Thurman:	Present
Mr. James Walker:	Absent
Mr. Joe Wingate:	Present

II. **Approval of the Superintendent's Contract

Passed: Approval of the Superintendent Contract for Dr. Justin Robertson passed with a motion by Mrs. Jenny Hill and a second by Mrs. Rhonda Thurman.

Mr. Marco Perez:	Absent
Mrs. Tiffanie Robinson:	Absent
Mr. James Walker:	Absent
Mrs. Jenny Hill:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Tucker McClendon:	Yes
Mr. Joe Smith:	Yes
Mrs. Rhonda Thurman:	Yes
Mr. Joe Wingate:	Yes

Yes: 6, No: 0, Absent: 3

III. Adjourn – The meeting was adjourned at 5:11 p.m.

Chairperson

Date

Hamilton County Board of Education – Draft Minutes Not Yet Approved by the Board
Board Meeting - Special Called Session
January 3, 2022 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

II. Deputy Superintendent - Dr. Sonia Stewart

A. **Discuss and Vote on School Turnaround Pilot MOU between the Hamilton County Board of Education and the State Department of Education

III. Adjourn

Hamilton County Board of Education Board Meeting - Special Called Session
January 3, 2022 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

Attendance Taken at 5:30 PM.

Mrs. Jenny Hill: Absent
Mrs. Karitsa Jones: Present
Mr. Tucker McClendon: Present
Mr. Marco Perez: Present
Mrs. Tiffanie Robinson: Present
Mr. Joe Smith: Present
Mrs. Rhonda Thurman: Present
Mr. James Walker: Absent
Mr. Joe Wingate: Present

Also in Attendance: Dr. Justin Robertson, Superintendent
JaMaal Macon, Student Representative was absent

II. Deputy Superintendent - Dr. Sonia Stewart

- A. **Discuss and Vote on School Turnaround Pilot MOU between the Hamilton County Board of Education and the State Department of Education

Passed: Approval of the School Turnaround Pilot MOU - Based on the State statute, the services provided by state approved partner, Ed Direction in relation to Orchard Know Middle School will be at no cost to the district and approval of the School Turnaround Committee as proposed: District 4 School Board Member, Tiffanie Robinson; OKMS Principal, Tiffany Earvin; OKMS Parents Angie Strong, Shelly Wyatt, and Jermichael Byrdie; Orchard Knob Middle School Teachers Jasmine Everett, Rashiela Buttram, Christiana Manton, and Rachel Burgess; and in addition to the stakeholders required by the statute, the administration also recommended Valeria Armstrong and Wayne Brown from the Partnership Network Advisory Board as participants passed with a motion by Mrs. Tiffanie Robinson and a second by Mr. Marco Perez.

Mrs. Jenny Hill: Absent
Mr. James Walker: Absent
Mrs. Karitsa Jones: No
Mr. Tucker McClendon: No
Mr. Marco Perez: Yes
Mrs. Tiffanie Robinson: Yes
Mr. Joe Smith: Yes
Mrs. Rhonda Thurman: Yes

Mr. Joe Wingate: Yes
Yes: 5, No: 2, Absent: 2
Mrs. Karitsa Jones: No, Mr. Tucker McClendon: No

III. Adjourn – The meeting was adjourned at 6:03 p.m.

Chairperson

Date

Superintendent

Date

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

MEMORANDUM

TO: Hamilton County Board of Education

FROM: Sherrie Ford

DATE: January 20, 2022

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 December 9, 2021 through January 20, 2022 are included. These items include previously approved field trips indicated by an asterisk and various early/emergency approvals presented for ratification.

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

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

FROM: Dr. Larrie Reynolds, Community Superintendent
Dr. Robert Sharpe, Community Superintendent

DATE: January 20, 2022

RE: Overnight Field Trips

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

- # 1. **Battle Academy for Teaching and Learning** – Fifty-seven students enrolled in 5th grade will travel to Jekyll Island, Georgia February 27-March 2, 2022 to participate in an environmental study directly related to 5th grade science.
- # 2. **Chattanooga High Center for Creative Arts** – Forty-five students enrolled in vocal music will travel to New York, NY April 7-11, 2022 to perform and receive feedback from professionals in choral music education.
- # 3. **East Hamilton High School** – Fifty members of the Government Club will travel to Nashville, Tennessee March 31-April 3, 2022 to attend the Youth in Government Conference.
- # 4. **Lookout Valley Middle High School** – Five students enrolled in band will travel to Gatlinburg, Tennessee February 3-5, 2022 to attend the ETSBOA All State East Band Clinic.
- # 5. **Ooltewah High School** – Thirteen students enrolled in band will travel to Gatlinburg, Tennessee February 3-5, 2022 to attend the ETSBOA Sr. Clinic.
- # 6. **Red Bank High** – Three members of the varsity wrestling team will travel to Franklin, Tennessee February 24-26, 2022 to compete in the TSSAA Wrestling State Tournament.
- # 7. **Signal Mountain Middle High School** – One hundred and eight students will travel to Nashville, Tennessee February 24-27, 2022 to attend the Youth in Government Conference.

HAMILTON COUNTY SCHOOLS

Request for Field Trip Approval

Day **Overnight** (Must go to Board for Approval) Today's Date: 11/16/2021

Career/Tech. Exceptional Ed Learning Community Opportunity Zone PreK
School Battle Academy for Teaching and Learning Grade/Group/Team 5th Grade

Departure Date/Time February 27th 10:00 AM Return Date/Time March 2nd 4:00 PM

Event/Venue Camp Jekyll Georgia 4-H Address 550 S Beachview Dr, Jekyll Island, GA

Instructional value TSW participate in environmental education directly related to 5th grade science.

Evaluation TSW complete a field guide and write/perform a skit representing their learning.

Fee Requested \$ \$250 How Acquired? Student donations

Total # of Students 57 Total # of Staff 6 Total # of Chaperones 1 Nurse Required: Yes No

Number of subs needed 0 Funding source for subs NA

- Total # of Students with 504 Plan 2 Modifications Needed NA
- Total # of Students with Disabilities 7 Modifications Needed NA

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

- County School Bus Cost \$ _____ Bus # _____ Driver's Name _____
- Handicap Accessible Bus Cost \$ _____
- Charter Bus (Board Approved) Premier Transportation Cost \$ 5,200.00
- 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: Jennifer Whalen, Dana Brainerd, Cindy Kean, Carrie Hoover, Taylor Lamunyon, Zach Thompson

Chaperones: Gary Brainerd

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 \$ \$250.00
- *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>Dana Brainerd</u>	Date: <u>11-16-2021</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>11-16-2021</u>
Director's Signature: <u>Robert Sharpe</u> <small>Digitally signed by Robert Sharpe Date: 2021.12.02 10:30:54 -05'00'</small>	Date: _____

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: December 16, 2021

Exceptional Ed Learning Community PreK
School Center for Creative Arts Grade/Group/Team 9-12 Vocal Music

Departure Date/Time April 7 9am Return Date/Time April 11 10pm

Event/Venue Music Festival Address New York, NY

Instructional value Students will perform/compete in music festival

Evaluation students will have the opportunity to receive feedback from professionals in choral music education

Fee Requested \$ 800 How Acquired? per student

Total # of Students 45 Total # of Staff 4 Total # of Chaperones 0 Nurse Required: Yes No

Number of subs needed 2 Funding source for subs vocal music account

- Total # of Students with 504 Plan 3 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 \$ _____ Bus # _____ Driver's Name _____
- Handicap Accessible Bus Cost \$ _____
- Charter Bus (Board Approved) Rocky top tours Cost \$ 8745
- 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: Neshawn Calloway, Vincent Hale, Freda McCray, Grace Stipelcovich

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 Fund Raising
- *Co-ed trips require co-ed chaperones. Have you complied? Yes
- *Travel itinerary attached with name/address of accommodations Yes

Teacher's Signature: <u>Neshawn Calloway</u>	Date: <u>12-16-21</u>
Principal's Signature: _____	Date: <u>12-16-21</u>
LC Superintendent's Signature: <u>Robert Sharpe</u> <small>Digitally signed by Robert Sharpe Date: 2022.01.03 08:38:39 -0500</small>	Date: _____

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

HAMILTON COUNTY SCHOOLS Request for Field Trip Approval

Day **Overnight** (Must go to Board for Approval) Today's Date: 12/13/2021

Exceptional Ed **Learning Community** PreK
 School East Hamilton High Grade/Group/Team 9-12/ Government Club

Departure Date/Time March 31, April 1, 2 3, 2022 / 6:00am Return Date/Time April 3, 2022 / 5:00pm

Event/Venue Youth in Government, TN Capitol Building, Downtown Nashville Double Tree Hotel Address 315 4th Ave N., Nashville Tennessee

Instructional value Debate, Writing bill proposals, Parliamentary procedures, Tennessee interest discussions, Collaboration, State Legislature process

Evaluation student involvement at conference, discussion after conference, writing of bills & presentation process, collaboration & political deal making, awards, student participation

Fee Requested \$ 495.00 How Acquired? Scholarships, Fundraisers, Parents, Students

Total # of Students 50 Total # of Staff 4+ Amin Total # of Chaperones 0 Nurse Required: Yes No

Number of subs needed 4 Funding source for subs Included in Fees

- 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 \$ _____ Bus # _____ Driver's Name _____
- Handicap Accessible Bus Cost \$ _____
- Charter Bus (Board Approved)** Malone Busing Cost \$ 2900.00
- 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:

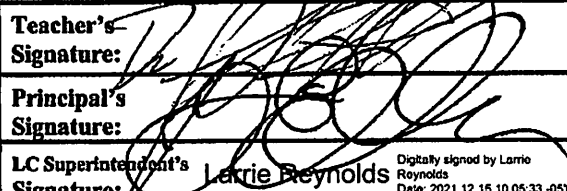

Staff: Ms. Julie Smith, Ms. Ellen Releford, Mr. Colby Williams, Dr. Michael Franks, Mr Matt Thurman

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 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>12-13-21</u>
Principal's Signature: 	Date: <u>12/13/21</u>
LC Superintendent's Signature: <u>Larrie Reynolds</u> <small>Digitally signed by Larrie Reynolds Date: 2021.12.15 10:05:33 -0500</small>	Date: _____

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

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

Day **Overnight** (Must go to Board for Approval) Today's Date: November 29, 2021

Exceptional Ed Learning Community PreK

School Lookout Valley Middle High School Grade/Group/Team 9-12 Band

Departure Date/Time 10:00 AM, February 3, 2022 Return Date/Time 5:00 PM, February 5, 2022

Event/Venue ETSBOA All State East Band Clinic Address Park Vista Hotel, Gatlinburg TN

Instructional value Students will be participating in the All-State East Honor Band

Evaluation Students were evaluated based on prior performance

Fee Requested \$ 100.00 How Acquired? Students pay band account

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

Number of subs needed 1 Funding source for subs Band Account

- 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 \$ _____ Bus # _____ Driver's Name _____
- Handicap Accessible Bus Cost \$ _____
- Charter Bus (Board Approved) _____ Cost \$ _____
- Cars List Driver(s) Parents are responsible for arranging student 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: Shannon Hornady Stephens, Timothy Ellison

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 0

*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>11/29/2021</u>
Principal's Signature: <u>Lee Ann McBryan</u>	Date: <u>11-29-2021</u>
LC Superintendent's Signature: <u>Robert Sharpe</u> <small>Digitally signed by Robert Sharpe Date: 2021.12.07 08:37:34 -05'00'</small>	Date: _____

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

HAMILTON COUNTY SCHOOLS Request for Field Trip Approval

Day Overnight (Must go to Board for Approval) Today's Date: 12/8/21

Exceptional Ed Learning Community PreK

School Coltawah High Grade/Group/Team Band

Departure Date/Time 2/3/22, 8:00am Return Date/Time 2/5/22, 9:00pm

Event/Venue ETSBOA Sr. Clinic-Park Vista Hotel Address 705 Cherokee Orchard Road, Gatlinburg, TN 37738

Instructional value Students will audition for participation against other high school students from East TN

Evaluation None-a public concert will be presented at the conclusion of the clinic

Fee Requested \$ 200 How Acquired? Students/Parents will be responsible for the costs associated

Total # of Students up to 13 Total # of Staff 2 Total # of Chaperones 0 Nurse Required: Yes No

Number of subs needed 1 Funding source for subs HCDE

- Total # of Students with 504 Plan 0 Modifications Needed N/A
- Total # of Students with Disabilities 2 Modifications Needed None

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

County School Bus Cost \$ _____ Bus # _____ Driver's Name _____

Handicap Accessible Bus Cost \$ _____

Charter Bus (Board Approved) Malone Bussing Services-Cleveland, TN (only for trip to Gatlinburg) Cost \$ 1,700.00

Cars List Driver(s) Timothy Ellison, Parents are responsible for transporting students home following the concert 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: Timothy Ellison, Shannon Hornady

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 None

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

*Travel itinerary attached with name/address of accommodations Yes

Teacher's Signature: <u>Timothy Ellison</u>	Date: <u>12/8/21</u>
Principal's Signature: <u>Karen Hollis</u>	Date: <u>12/17/21</u>
LC Superintendent's Signature: <u>Larrie Reynolds</u> <small>Digitally signed by Larrie Reynolds Date: 2022.01.03 11:25:47 -0500</small>	Date: _____

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

HAMILTON COUNTY SCHOOLS Request for Field Trip Approval

Day **Overnight** (Must go to Board for Approval) Today's Date: 12/20/2021

Exceptional Ed Learning Community PreK

School Red Bank High School Grade/Group/Team Varsity Wrestling State Tournament Qualifiers

Departure Date/Time 02/24/2022; 2:30 p.m. - estimated Return Date/Time 02/26/2022 6:00 p.m. - estimated

Event/Venue TSSAA Wrestling State Tournament Address Williamson Ag. Center / 4215 Long Ln., Franklin, TN

Instructional value Teamwork, Sportsmanship

Evaluation Individual and Team Success

Fee Requested \$ 0 How Acquired? N/A

Total # of Students 3 estimated Total # of Staff 3 Total # of Chaperones 0 Nurse Required: Yes No

Number of subs needed 0 Funding source for subs _____

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

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

- County School Bus Cost \$ _____ Bus # _____ Driver's Name _____
- Handicap Accessible Bus Cost \$ _____
- Charter Bus (Board Approved) _____ Cost \$ _____
- Cars List Driver(s) Parents of each wrestler will drive their wrestler only, to and from the event. 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: Coach Chase Payne, Coach Jacob Williams, Ms. Hailee Young (All are HCS employees)

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; admission gates; school wrestling account

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

*Travel itinerary attached with name/address of accommodations Yes

Teacher's Signature: <u>Chase Payne</u>	Date: <u>12-29-21</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>12/29/21</u>
LC Superintendent's Signature: <u>Robert Sharpe</u>	Date: _____

Digitally signed by Robert Sharpe
Date: 2022.01.03 15:44:32 -05'00'

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

HAMILTON COUNTY SCHOOLS Request for Field Trip Approval

Day **Overnight** (Must go to Board for Approval) Today's Date: 12-10-21

Career/Tech. Exceptional Ed Learning Community Opportunity Zone PreK

School Signal Mountain Middle High School Grade/Group/Team 9-12

Departure Date/Time Thursday, February 24, 2022 11:00 AM Return Date/Time Sunday, February 27, 2022, 5:00 PM

Event/Venue Youth in Government, Capitol Building Address 600 Capitol Blvd, Nashville, TN 37243

Instructional value speaking, technical writing, collaboration, government function

Evaluation student reflection and awards won

Fee Requested \$ 430 How Acquired? parents are responsible for student fees

Total # of Students 108 Total # of Staff 8 Total # of Chaperones 1 Nurse Required: Yes No

Number of subs needed 7 Funding source for subs Field Trip 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 Charter Cost \$ 5540.00

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: Lorri Whitney, Nancy Baxley, Kay Goodgame, Kelly Shaw, Kristin Robertson, Maureen Bergren, Amber Thevenet, Josh Holt

Chaperones: Greg Goodgame

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 0

*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>12/10/21</u>
Principal's Signature:		Date:	<u>12-10-21</u>
Director's Signature:	Robert Sharpe	Date:	

Digitally signed by Robert Sharpe
Date: 2021.12.21 08:42:43 -05'00'

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

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

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

FROM: Elaine Harper, Community Superintendent
Dr. Jason Vance, Community Superintendent

DATE: January 20, 2022

RE: Overnight Field Trips

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

- # 1. **Hixson High School** – Approximately twelve select band students will travel to Gatlinburg, Tennessee February 3-5, 2022 to audition for the ETSBOA All-East Honor Band.
- # 2. **Soddy Daisy High School** – Approximately thirty-three select band students will travel to Gatlinburg, Tennessee February 3-5, 2022 to audition for the ETSBOA All-East Honor Band.
- # 3. **East Ridge High School** – Two 12th grade Band students will travel to Gatlinburg, TN February 3-5, 2022 to participate in the All State East Band Clinic.
- #4. **Soddy Daisy High School** – Thirty Forensic students will travel to Johnson City, Tn February 4-5, 2022 to compete in the Forensics Tournament.
- # 5. **Hixson High School** – Twenty two wrestling students will travel to Franklin, TN February 4-5, 2022 to compete in the TSSAA State Duals Wrestling Tournament.
- # 6. **Soddy Daisy High School** – Five members of the environmental science team will travel to Ocean Springs, Mississippi February 4-6, 2022 to compete in the Hurricane Bowl.
- #7. **East Ridge High School** – Six wrestling students will travel to Franklin, TN February 24-26, 2022 to be a part of the TSSAA Wrestling State Tournament.
- # 8. **Spring Creek Elementary** – Approximately ninety students enrolled in fourth grade will travel to Eatonton, Georgia March 22-25, 2022 to attend Rock Eagle 4-H Camp.

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

Day **Overnight** (Must go to Board for Approval) Today's Date: 1/3/22

Exceptional Ed **Learning Community** PreK
School Hixson High School Grade/Group/Team Select Band students - grades 9-12

Departure Date/Time 9:30 am Feb. 3, 2022 Return Date/Time 9:00 pm Feb. 5, 2020

Event/Venue ETSBOA All State-East Senior Band Clinic Address Park Vista Hotel, Gatlinburg, TN

Instructional value Students are selected by audition to participate in the regional honor band clinic with guest conductors and performances.

Evaluation Student performance and reflection

Fee Requested \$ 150.00 How Acquired? student

Total # of Students approx. 6-12 Total # of Staff 1 Total # of Chaperones 1 Nurse Required: Yes No

Number of subs needed 1 Funding source for subs band

- 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 \$ _____ Bus # _____ Driver's Name _____
- Handicap Accessible Bus Cost \$ _____
- Charter Bus (Board Approved) Premier Transportation - one way on 2/3/22 Cost \$ 1350.00
- Cars List Driver(s) Each parent is responsible to take their own student home after concert Sat. 2/5 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: Torey Hart
Chaperones: Jalen Talley

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 2-4
- *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>Torey Hart</u>	Date: <u>1/3/2022</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>1/3/2022</u>
L.C Superintendent's Signature: <u>[Signature]</u>	Date: <u>1/10/22</u>

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

Day Overnight (Must go to Board for Approval) Today's Date: 12/8/2021

Exceptional Ed Learning Community PreK
School Soddy-Daisy HS Grade/Group/Team Band 9-12

Departure Date/Time Thursday 2/3/2022 8:00am Return Date/Time Saturday 2/5/2022 9:00pm

Event/Venue ETSBOA All-East Honor Band Address Park Vista Hotel, Gatlinburg, TN

Instructional value Students are selected by audition to participate in the regional honor band clinic with guest conductors and performances

Evaluation Student performance and reflection

Fee Requested \$ 25 How Acquired? Student

Total # of Students 33 or less Total # of Staff 1 Total # of Chaperones 1 Nurse Required: Yes No

Number of subs needed 1 Funding source for subs Hamilton County

- 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 \$ _____ Bus # _____ Driver's Name _____
- Handicap Accessible Bus Cost \$ _____
- Charter Bus (Board Approved) Malone Charters - One Way Cost \$ 25
- Cars List Driver(s) Each Parent is responsible to take their student home after the concert on 2/5 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: Joshua Light
Chaperones: Elicia Cruz

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 \$ 2000
- *Projects students have undertaken to secure funds Various Fundraising opportunities
- *Co-ed trips require co-ed chaperones. Have you complied? Yes
- *Travel itinerary attached with name/address of accommodations Yes

Teacher's Signature: <u>Joshua Light</u>	Date: <u>12/8/2021</u>
Principal's Signature: <u>Elicia Cruz</u>	Date: <u>12/9/21</u>
LC Superintendent's Signature: <u>Elicia Cruz</u>	Date: <u>12/9/21</u>

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

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

Day Overnight (Must go to Board for Approval) Today's Date: 10 Jan 2022

School Exceptional Ed Learning Community PreK
East Ridge High School Grade/Group/Team 12th / Fine Arts / Band

Departure Date/Time 3 Feb. 2022 / 8:00 am Return Date/Time 5 Feb. 2022 / 8:00 pm

Event/Venue All Sate East Band Clinic Address Park Vista Hotel 705 Cherokee Orchard Rd. Gatlinburg TN

Instructional value Students will be preparing music for a performance

Evaluation Concert performance

Fee Requested \$ 0 How Acquired? N/A

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

Number of subs needed 1 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 \$ _____ Bus # _____ Driver's Name _____
- Handicap Accessible Bus Cost \$ _____
- Charter Bus (Board Approved) _____ Cost \$ _____
- Cars List Driver(s) Josh Clark 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: Josh Clark

Chaperones: Stacie Coulson

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 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>Josh Clark</u>	Date: <u>10 Jan. 2022</u>
Principal's Signature: <u>Jan Moreno</u>	Date: <u>1-10-2022</u>
LC Superintendent's Signature: <u>Jan Van</u>	Date: <u>1-10-22</u>

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

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

Day **Overnight** (Must go to Board for Approval) Today's Date: 12/17/21

Exceptional Ed Learning Community PreK
School Soddy Daisy High School Grade/Group/Team Forensics Team

Departure Date/Time Feb 4, 2022 12:00pm Return Date/Time Feb 5 10:30pm

Event/Venue Sullivan East High School, Holiday Inn Johnson City, Tn Address 4180 Weaver Pike, Bluff City, 2 Orr Ct Johnson City, Tn

Instructional value Forensics Tournament

Evaluation Students will be given critiques by judges

Fee Requested \$ 30 How Acquired? students will pay

Total # of Students 30 Total # of Staff 3 Total # of Chaperones 5 Nurse Required: Yes No

Number of subs needed 1 Funding source for subs HCDE

- 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 \$ _____ Bus # _____ Driver's Name _____
- Handicap Accessible Bus Cost \$ _____
- Charter Bus (Board Approved) _____ Cost \$ _____
- Cars List Driver(s) Lucy Boydston, Julie Pohl, Jennifer Harvey, Chaise Ricketts, Jay Hassler, Moriah Huff, Nicole Tinney, Jillian Hatfield 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: Lucy Boydston, Julie Pohl, Jennifer Harvey

Chaperones: Chaise Ricketts, Jay Hassler, Moriah Huff, Nicole Tinney, Jillian Hatfield

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 6
- *Estimated cost to parent support groups for this trip \$ 0
- *Projects students have undertaken to secure funds Play performances, food 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>Lucy Boydston</u>	Date: <u>12/17/21</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>12/17/21</u>
LC Superintendent's Signature: <u>[Signature]</u>	Date: <u>1/10/22</u>

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

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

Day **Overnight** (Must go to Board for Approval) Today's Date: 1/10/2022

Exceptional Ed Learning Community PreK

School Hixson High School Grade/Group/Team Wrestling Team

Departure Date/Time 2/4/2022, 3:30 p.m. Return Date/Time 2/5/2022, 10:00 p.m.

Event/Venue TSSAA State Duals Address Franklin County Ag Center

Instructional value Athletic Event - State Wrestling Tournament

Evaluation Medals

Fee Requested \$ 0 How Acquired? _____

Total # of Students 22 Total # of Staff 5 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 _____
- 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 \$ _____ Bus # _____ Driver's Name _____
- Handicap Accessible Bus Cost \$ _____
- Charter Bus (Board Approved) _____ Cost \$ _____
- Cars List Driver(s) Garrick Hall, Josh Edmondson, Jacob Shelton, Brian Bray, Kristie McElhaney, parents w/own children Cost \$ _____

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

List Chaperones:

Staff: Garrick Hall, Brian Bray, Kristie McElhaney, Jacob Shelton, Josh Edmondson

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 \$ 1500
- *Projects students have undertaken to secure funds Approved 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>Darrel Hall</u>	Date: <u>1-10-22</u>
Principal's Signature: <u>Lee Zedler</u>	Date: <u>1/10/22</u>
LC Superintendent's Signature: <u>Elaine Harper</u>	Date: <u>1/10/22</u>

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

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

Day **Overnight** (Must go to Board for Approval) Today's Date: 29 November 2021

Exceptional Ed Learning Community PreK

School Soddy Daisy High School Grade/Group/Team 11-12 Environmental Science Team

Departure Date/Time Feb. 4, 2022 7 am Return Date/Time Feb. 6, 2022 4 pm

Event/Venue Hurricane Bowl Univ. S. Miss. Marine Education Center Address 101 Sweetbay Drive, Ocean Springs Mississippi

Instructional value Students will be competing in a college bowl format with other students on marine science topics.

Evaluation How well students perform in the competition

Fee Requested \$ 0 How Acquired? _____

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 Professional Development

- 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 \$ _____ Bus # _____ Driver's Name _____

Handicap Accessible Bus Cost \$ _____

Charter Bus (Board Approved) _____ Cost \$ _____

Cars List Driver(s) David Wehunt, Amanda Williams Cost \$ \$531.54

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 Recycling program

*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>29 Nov 2021</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>11/30/21</u>
LC Superintendent's Signature: <u>[Signature]</u>	Date: <u>12/8/21</u>

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

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

Day **Overnight** (Must go to Board for Approval) Today's Date: 01/052021

Exceptional Ed Learning Community PreK
School East Ridge High School Grade/Group/Team Varsity Wrestling state tournament Qualifiers

Departure Date/Time 02/24/2022; 2:30 p.m.-esimated Return Date/Time 02/26/2022 6:00p.m.- estimated

Event/Venue Tssaa Wrestling State Tournament Address Williamson agricultural center/ 4215 long ln., Franklin TN imagine

Instructional value teamwork and sportsmanship

Evaluation individual and team success

Fee Requested \$ 0 How Acquired? n/a

Total # of Students ^{6 estimated} 6 Total # of Staff 2 Total # of Chaperones 0 Nurse Required: Yes No

Number of subs needed 0 Funding source for subs _____

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

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

- County School Bus Cost \$ _____ Bus # _____ Driver's Name _____
- Handicap Accessible Bus Cost \$ _____
- Charter Bus (Board Approved) _____ Cost \$ _____
- Cars List Driver(s) Parents of each wrestler will drive their wrestler only in two and from the event 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:


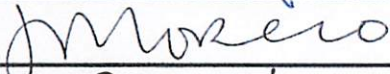
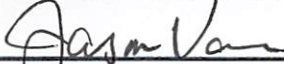
Staff: coach Chris Bird and Jack noblitt (HCS employees)

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 admission gates school wrestling account
- *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>01-05-2022</u>
Principal's Signature: 	Date: <u>1-7-2022</u>
I.C Superintendent's Signature: 	Date: <u>1-10-22</u>

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

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

Day Overnight (Must go to Board for Approval) Today's Date: 8/11/2021

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

Departure Date/Time 3/22/22 @ 12:30PM Return Date/Time 3/25/22 @ 1:00PM

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

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

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

Fee Requested \$ 190 How Acquired? Parent contributions, fundraising, and sponsorships - All students may attend regardless of fee

Total # of Students 90 +/- Total # of Staff 6 Total # of Chaperones _____ Nurse Required: Yes No

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

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

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

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

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

Cars List Driver(s) _____ Cost \$ _____

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

List Chaperones:

Staff: Lennon Dyer, Jennifer Hartley, Kimberly Boggs, Talia Tiedje, Jacob Kozelichki, Patricia Gervasi

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 Candy grams, Kona Days, T-shirt 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>Jennifer Hartley</u>	Date: <u>8/11/21</u>
Principal's Signature: <u>K. L. Williams</u>	Date: <u>8/30/2021</u>
Director's Signature: <u>Jason Vance</u>	Date: <u>12/13/21</u>

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

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

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

FROM: Mary Ellen Heuton, Chief Financial Officer
Lindsay Cepero, Director of Procurement

DATE: January 20, 2022

RE: Bids/Contracts

1. Attached for your approval are bids/contracts for the following:
 - A. Request Approval of Architectural Contract for Tyner Middle/High.
 - B. Request Approval of Bid File 22-16 CCA HVAC Upgrades Phase 3
 - C. Request Approval of Bid File 22-17 Contract for Filters and Belts
 - D. Request Approval of Contract with Signal Centers, Inc.
 - E. Request Approval of DocuWare Contract with RJ Young.
 - F. Request Approval of CDW-G, LLC – Rapid Security Assessment.
2. Bids procured by the Purchasing Department, in all cases, low bids meeting specifications are recommended.
3. Recommend approval as presented.

LC:de

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

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

FROM: Justin Witt

DATE: January 20, 2022

RE: Architectural Contract for Tyner Middle High

We have completed the architectural contract for Tyner Middle High in the amount of \$4,305,812.00 to MBI Companies, Inc.

Please see the attached contract and fee summary titled Exhibit I

I recommend approval.

December 16, 2021

Exhibit I

Justin Witt
Director of Facilities
Hamilton County Schools
2501 Dodds Ave.
Chattanooga, TN 37407

RE: Project Budget & Fee Estimate
210774 - Tyner Middle-High Academy

Dear Justin,

Thank you for entrusting MBI with the design and planning of the new Tyner Middle-High Academy. I feel we have made good progress so far with finalizing the initial program and site selection analysis. We are now at a point we can provide an initial budget estimate and fee for the project.

With the East Hamilton Middle School project being very similar in building scope and construction, we started by breaking down its building cost at \$199/SF which was bid in Q1 of 2019. Using a 6% per year over 4 years, escalation increases this to \$251/SF. Multiply by the 223,469 SF programed area, the estimated building cost is \$56,090,719. Add in estimated site costs of \$5,250,000 (42 acres x \$125,00/acre), demolition costs of \$1,161,600 (3,630,000 CF x \$0.32/CF), and 10% contingency, the total estimated construction cost equals \$68,752,551.

Utilizing the State of Tennessee fee formula used on previous school projects, the A/E fee will be 5.234% of construction costs equaling a lump sum fee of \$3,598,378. This percentage and fee will be adjusted once the more accurate DD cost estimate is complete. We have also included estimated reimbursables and additional services allowances.

Please review the attached breakdown and let me know of any questions or comments.

Sincerely,
MBI Companies Inc.



Ronald G. Rahn, AIA
Principal Architect



Jerry A. Isaksen, AIA
Principal Architect

cc: Todd Leamon, PE – Administrator & County Engineer

attachments: Estimated Fees and Expense Summary

Tyner Middle-High Academy – Estimated Project Budget & Fees

Building Cost

Cost of East Hamilton Middle School (Q1/2019) = \$199/SF

\$199/SF @6% escalation x 4 years = \$251/SF (Q4/2022)

\$251/SF x 223,469 SF = \$56,090,719

Building Total = \$56,090,719

Site Cost

42 Acres x \$125,000/AC = \$5,250,000

(Includes Tyner HS site development for new building, parking, football/track fields, Tyner MS for grading & stabilization post demolition, and improvements for the City baseball & softball fields)

Demolition Cost

Est. 242,000 SF x 15 FT (avg. height) = 2,625,000 CF

3,630,000 CF @\$0.32/CF = \$1,161,600

(NIC Environmental & Abatement)

10% Contingency = \$6,250,232

Construction Cost Total = \$68,752,551

Soft Costs

A/E Fee = 35/log P – 1.15 = 5.234%

A/E Fee = \$3,598,378

Reimbursable Expense Budget \$527,515

Additional Services Allowance \$179,919

Total Soft Costs = \$4,305,812

A/E Fee		Comments
Estimated Construction Cost	\$ 68,752,551	Initial budget for Construction Cost
Architect Fee	\$ 3,598,378	Per state fee schedule based on the Estimated Construction cost that will be confirmed or adjusted at the completion of the Design Development Drawings. If the final contract amount is under the Estimated Construction cost the fee will be adjusted to the final contract amount.
Mechanical		Included in fee
Electrical		Included in fee
Plumbing		Included in fee
Fire Protection		Included in fee
Civil		Included in fee
Structural		Included in fee
Landscaping		Included in fee
Food Service Consultant		Included in fee
Code Consultant		Included in fee
Total	\$ 3,598,378	

Reimbursable Expenses		Comments
Geothermal Testing	\$ -	Not Included
Printing	\$ 15,000	10% Allowable Markup
Traffic Study	\$ -	Not Included
Roof Consultant	\$ -	Not Included
Storm Water Permits	\$ 20,000	10% Allowable Markup
City of Chattanooga Plans Review	\$ -	Not Included. Permit to be direct paid to City by Client.
State Fire Marshall Review Fee	\$ -	Not Included. Permit to be direct paid to SFMO by Client.
Miscellaneous Permits	\$ 5,000	10% Allowable Markup
Property Survey	\$ 25,000	20% Allowable Markup
Geotechnical Report(Design Phase)	\$ 50,000	20% Allowable Markup
Construction Testing (Construction Phase)	\$ 412,515	20% Allowable Markup (based on 0.5% CC)
Total	\$ 527,515	

Additional Services		Comments
Additional Services Allowance	\$ 179,919	5% of design fee
Total	\$ 179,919	

Total Contract \$ 4,305,812

Notes: All mark ups are included in the contract price. The estimated construction cost will be defined as the total project cost including the building, site, designated construction allowances, and general allowances. Data & Security design & installation provided by Owner.

**STANDARD FORM OF AGREEMENT BETWEEN
HAMILTON COUNTY, TENNESSEE
AND
MBI Companies Inc.
FOR
PROFESSIONAL SERVICES**

***** AGREEMENT *****

Made this 27th day of October in the year Two Thousand Twenty-One.

BETWEEN Hamilton County, Tennessee, as agent for and with the authority of the Hamilton County Board of Education, hereinafter collectively called the Owner

and the Designer: MBI Companies Inc.
651 E. Fourth Street, Suite 500
Chattanooga, TN 37403

FOR THE FOLLOWING PROJECT: **Tyner Middle High Academy**

LOCATION: 6836 Tyner Rd, Chattanooga, TN 37421

SCOPE: Provide design services for the construction of the new Tyner Middle High Academy.

The Owner and the Designer agree as set forth below.

COMPENSATION TO DESIGNER

- I. The DESIGNER shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement. The professional design services to be provided under this Agreement will be administered and coordinated by MBI Companies Inc.
- II. The OWNER shall compensate the DESIGNER in accordance with the Terms and Conditions of this Agreement and outlined in the attached Exhibit I.
 - A. FOR BASIC SERVICES, as described in Article 1-1 of the Terms and Conditions, Basic Compensation shall be a lump sum fee of \$3,598,378.00, calculated using the formula $35/(\log P - 1.15)$, based on an Estimated Construction Cost (P) of \$68,752,551.00. The final estimated construction cost will be confirmed or adjusted at the completion of the design development drawings. The final lump sum fee will be adjusted to this final estimated construction cost. The estimated construction cost will be defined as the total project cost including the building, site, designated allowances, and general allowances.
 - B. FOR ADDITIONAL SERVICES, as described in Article 1-2 of the Terms and Conditions, compensation will be mutually agreed on by the Owner and the Designer, for an amount not to exceed \$179,919.00, unless previously authorized in writing by the Owner.
 - C. REIMBURSABLE EXPENSES, amounts expended as defined in Article 1-3 of the Terms and Conditions, not to exceed \$527,515.00, unless previously authorized in writing by the Owner.
- III. THE OWNER AND THE DESIGNER agree in accordance with the Terms and Conditions of this Agreement that:
 - A. Articles 1-1-1 to 1-1-28 of the BASIC SERVICES covered by this Agreement shall be completed within 12 months of the effective date of the Agreement.
 - B. If the scope of services is changed in writing by the Owner, the compensation will be calculated in accordance with paragraph II(B) above.

**TERMS AND CONDITIONS OF AGREEMENT
BETWEEN OWNER AND DESIGNER**

**ARTICLE 1
DESIGNER'S SERVICES**

1-1 BASIC SERVICES

- 1-1-1 The BASIC SERVICES described herein shall apply to the design of the new Tyner Middle High Academy and shall be according to all local, state and federal rules, regulations, and standards in effect at the time the Design Development Phase of the work is completed, including the latest issue of the Tennessee Rules and Regulations concerning school buildings and the Americans With Disabilities Act.
- 1-1-2 The Designer's basic services consist of the six (6) phases described in Article 1 below and include all Architectural/Engineering services required for a complete design.
- 1-1-3 The Designer herewith agrees to incorporate a reasonable number of alternate bids (not to exceed 4) into the construction documents and to prepare separate contracts and bids (not to exceed 4), including all items described in Article 1, as a part of the Basic Services. When the Alternate is requested by the Owner a fee will be paid for Basic Services through Article 1-1-31 based on the bid of the successful contractor or the lowest bid if no contractor is accepted.
- 1-1-4 Nothing in this Agreement shall be considered as placing any obligation on the Owner to proceed with any phase beyond the latest phase specifically authorized.
- 1-1-5 The Designer shall conform to and be bound by standards, criteria, and memoranda of policy timely furnished to them by the Owner. The Designer shall design the work in strict compliance with all applicable laws and codes in effect at the time the Design Development Phase of the work is completed. Any conflict shall be promptly reported in writing to the Owner. The Designer's performance under this contract shall be measured by the applicable prevailing standards of professional architectural practice in Hamilton County, Tennessee.
- 1-1-6 The Designer shall coordinate the project with and receive all approvals through the Director Maintenance & Operations (DMO) and the Owner. However, the Designer shall work with other school staff as necessary to develop the design for the project. The other school staff may include Principals, Director of Food Services and other supervisory personnel as necessary.

Program Phase:

- 1-1-7 The Designer shall meet with the DMO and to ascertain the program requirements for the project and shall prepare a space program with respect to cost, the site, the relationship of the project to other structures and facilities, and the scope and functional aspects of the program.
- 1-1-8 Once a specific space program is generated and approved by the DMO , the Designer shall proceed with the Schematic Design Phase.

Schematic Design Phase:

- 1-1-9 The Designer shall confirm the specific space program and the program requirements of the project with the DMO.
- 1-1-10 The Designer shall develop and submit to the DMO conceptual diagrams of alternative approaches for the proposed school. These diagrams shall include consideration of functional relationships within the program, relative volumes of circulation, proposed mechanical and electrical systems, and organization of major building functions.
- 1-1-11 The Designer shall develop and submit to the DMO schematic drawings of the approved conceptual diagrams, showing the basic design approach, siting in relation to existing environment, relation to master plan, circulation and organization of major building functions, and functional/aesthetic aspects of the design concept.
- 1-1-12 The Designer shall prepare and submit to the DMO, an outline of the building systems, and shall describe and give design criteria of the major elements of the proposed building systems. Detail of description should be consistent with the level of detail of the schematic design.
- 1-1-13 The Designer shall prepare and submit to the DMO and the Owner a statement of the total Probable Construction Cost.
- 1-1-14 The Designer shall prepare and submit to the DMO sketches of design concepts showing elevations and exterior appearances, and any other sketches or visual studies necessary for evaluation of the alternative concepts.

Design Development Phase:

- 1-1-15 Based on the approved Schematic Design Phase, The Designer shall develop and submit to the DMO, a fully developed design concept. The Designer shall develop and submit to the DMO exterior perspective drawings.
- 1-1-16 The Designer shall prepare and submit to the DMO, floor plans showing spaces by name and number, actual net area of each space, structural module, mechanical spaces, chases, and circulation areas. The Designer shall also prepare and submit

plans which show utilities, means of pedestrian and vehicular circulation and proposed site development, electrical, including conceptual lighting plans; mechanical, including duct work and structural plans and preliminary furnishings and equipment layouts, lists, and schedules. Drawings shall show building dimensions and major lines of dimensions. The Designer shall also prepare preliminary specifications giving basic descriptions of essential components of all systems.

- 1-1-17 The Designer shall prepare and submit to the DMO, elevations, building sections, and design details in the areas of work. Minimally, each drawing shall show materials, fenestration, shades and shadows and shall be sufficiently developed in order to facilitate design review. In addition, details shall be developed in order to facilitate The Designer's efficient progress with the Contract Document phase.
- 1-1-18 The Designer shall prepare and submit to the DMO, preliminary specifications giving a basic description of essential components of all building systems in a format consistent with the level of detail of the Design Development drawings.
- 1-1-19 The Designer shall furnish a set of floor plans to the Hamilton County Telecommunications Manager (HCTM) for the location of telecommunications services including voice, data, intercom, and CATV. The HCTM will locate on the drawings all jacks, lines, conduits, etc. associated with the telecommunication services in the building. The Designer will be responsible for coordinating the location and size of telecommunications equipment rooms with the HCTM. The HCTM will supply voice and data specifications to the Designer for inclusion into the Construction Documents and Drawings.

Construction Document Phase:

- 1-1-20 After approval of the Design Development Phase, the Designer shall prepare and submit to the DMO, Construction Documents (including working drawings and specifications) setting forth the project in detail and sufficiently describing work to be done, including materials; workmanship; mechanical and electrical systems; equipment included in this project; utility connections and services; bidding information; proposal, contract and bond forms; General, Special and Supplementary General Conditions of the Contract; and any and all other information required for receiving bids on the project, and subsequent preparation of shop drawings and/or detail drawings. All of the above shall be done so that no significant decision relative to the requirements of the Construction Documents is left to the discretion of the Bidders and Contractors.
- 1-1-21 Prior to designing or beginning any demolition, renovation, or construction project in an existing facility, the existing asbestos management plan for that particular facility must be reviewed with, and any proposed work must be reviewed and approved by, the asbestos control officer for the Hamilton County Department of Education. On projects where the existing building is to be demolished as part of the contract, the owner will remove all friable asbestos containing material before demolition.

- 1-1-22 The Designer shall be responsible for having the Construction Documents reviewed and approved by the DMO, the State Fire Marshal's Office, the Tennessee Department of Education Office, and by all other state or local offices required for the approval of the plans for construction. All approvals must be received before bids are advertised, unless specifically waived by the DMO or Owner.
- 1-1-23 SECTION DELETED
- 1-1-24 Upon receipt of the review comments from the DMO, the Owner, and other review agencies, the Designer shall complete the Construction Documents to conform with the review comments and furnish 4 final copies to the DMO.
- 1-1-25 The Designer shall furnish the DMO one PDF formatted electronic copy of scaled floor plans showing walls, doors and swings, room titles, and square footage. Plans submitted for renovation and/or addition projects shall include the floor plan of the entire school building.
- 1-1-26 The Designer shall furnish as many complete sets of plans, specifications and other bidding documents as are necessary for bidding purposes. Cost of all plans and specifications required shall be in accordance with Paragraph 1-3.
- 1-1-27 The date for receipt of bids shall be established by the Owner.
- 1-1-28 The Designer agrees that no approval of plans and/or specifications by any other person, body, or agency shall relieve him of the responsibility for the adequacy, fitness, suitability, and correctness of the engineering design and for designing the project in accordance with sound and accepted architectural and engineering practice and applicable governmental regulations.

Bidding and Negotiation Phase:

- 1-1-29 Following the Owner's and the DMO's approval of the Construction Documents, the Designer, shall assist the Owner in obtaining bids and in awarding and preparing Construction Contracts. The Owner will advertise the bids; plans will be distributed from the Designer's office.
- 1-1-30 The Designer, following the receipt of bids, shall prepare and submit to the Owner, three (3) copies of current plans and specifications, including all bulletins, addenda, and supplementary drawings which will be the Official Contract Documents.
- 1-1-31 The Designer, following the receipt of bids, shall complete and submit to the Owner and the DMO, a Bid Tabulation sheet which includes the names of the Contractor and all Sub-Contractors; base and alternate bids, and comparison/average of unit prices. The Designer shall review the bids and submit a recommendation of award.

- 1-1-32 In the event that the bid price is higher than the budget amount which has been mutually agreed upon at the end of the Design Development Phase, the Designer may be required, if necessary, to redesign the project to bring it into budget at no additional cost to the Owner. The Owner agrees to cooperate with the Designer in value engineering in order to bring the project into cost.

Construction Phase:

- 1-1-33 The Designer shall perform professional services required to administer the two aspects of the construction, "Office" and "Field". The professional services performed in the "Office" includes administering all construction contracts; accounting for construction funds, issuing certificates of payment, examining, reviewing (where necessary to conform with the design intent) and approving shop drawings; making revisions, corrections and clarifications in the Construction Documents by the bulletins, field orders, and/or change orders; substantiating and recording any of the above by correspondence, clerical work in connection therewith and sufficient on-site observation; and accepting the completed project, together with such certificates, manuals, and guarantees as provided in the Contract Documents. Designer shall copy Owner and the DMO on all project related correspondence.
- 1-1-34 The professional services performed in the "Field" include on-site observations by the Designer and its consultants to insure to the highest degree possible, conformity of the work with the Construction Documents and to report on compliance with the contract and with established construction schedule. Notwithstanding the above, The Designer shall be responsible for insuring that they and their consultants shall make field observations during all phases of construction to guard against nonconformity with construction documents. The Designer shall make field observations not less than twice a month and provide written project status to the Owner and the DMO. Consultants shall make field observations during the critical phases of construction related to the consultant's particular phase of work. The Designer shall maintain a log of all visits to the site by himself or his consultants. The Designer and/or their consultants shall not be responsible for construction means, methods, techniques, sequence of procedures, or for the safety precautions and programs in connection with the execution of the work. The Designer shall have the authority to disapprove and reject all work that fails to conform to the Contract Documents.
- 1-1-35 The Designer agrees he will not issue any verbal or written orders for deletions from, additions to, or changes in the construction contract that increase the overall construction cost unless and until approved by the DMO.
- 1-1-36 The Designer, and his Consultants, with a representative of the Owner and the ASAS present, shall make a semi-final inspection and prepare a list of exceptions identifying the work required to complete the project. When these exceptions have been completed, the Designer and all his major Consultants, with a representative of the Owner and the ASAS, shall conduct a final inspection. When the project is found acceptable, The Designer shall certify to the Owner that, to the best of his knowledge, the project has been completed in substantial accordance with the terms of the

Contract Documents. The Designer shall transfer all changes, variations, additions or deletions made during the construction, based upon information furnished by the Contractor, to the original drawings and mark each sheet "As-Built" with the date to create a set of record drawings. The Designer shall prepare two copies of the Project Specifications including all addenda and changes to the specifications. The Designer shall furnish the Owner two sets of the record drawings and specifications, one set of reproducible record drawings, a copy of the record drawings on AutoCadd or Microstation, and a copy of all shop drawings.

- 1-1-37 The plans approved by the Fire Marshall shall be returned to the DMO at the project closeout.
- 1-1-38 The Designer shall furnish certification of asbestos free material for all materials specified and used on the project.
- 1-1-39 During the guarantee-warranty period of the Construction Contract, the Designer shall work with a representative of the DMO to secure remedy of defects that become apparent and shall make a guarantee-warranty inspection of the project prior to the expiration of the guarantee-warranty period and report observed discrepancies to the Contractor for correction.
- 1-1-40 The Designer shall not be responsible for the acts or omissions of the Contractor, or any Sub-Contractors or any of the Contractor's or Sub-Contractor's agents or employees, or any persons performing any of the work.
- 1-1-41 The Designer shall be a representative of the Owner and DMO during the construction, and shall advise and consult with the Owner and the DMO. Instructions to the Contractor shall be forwarded through the Designer. The Designer shall have authority to act on behalf of the Owner or DMO only to the extent provided in the Contract Documents.

1-2 ADDITIONAL SERVICES

The following services shall be provided when authorized in writing by the Owner and they shall be paid for by the Owner in accordance with Paragraph II (B):

- 1-2-1 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted practices.
- 1-2-2 Making revisions to drawing, specifications, or other documents, after each phase is approved and accepted, when such revisions are inconsistent with approvals or instructions previously given by the Owner.

1-3 REIMBURSABLE EXPENSES

- 1-3-1 Reimbursable expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures by the Designer, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following sub-paragraphs:
- 1-3-2 Expense of transportation and living when traveling out of town in connection with the project; long distance calls and telegrams; fees paid for securing approval of authorities having jurisdiction over the Project; reproductions, postage, printing, photocopies, photography, and film.
- 1-3-3 Reimbursable expenses as described in the attached fee breakdown.

**ARTICLE 2
THE OWNER'S RESPONSIBILITY**

- 2-1 The Owner shall provide full information regarding its requirements and the ASAS's requirement for the project, including copies of all previous designs available.
- 2-2 The Owner, in cooperation with the Hamilton County Board of Education, shall designate representatives authorized to act in their behalf, who shall examine documents submitted by the Designer, and shall render decisions in writing pertaining thereto promptly to avoid unreasonable delay in the progress of the Designer's work or the Contractor's progress.
- 2-3 Provide any existing studies or services concerning environmentally sensitive or hazardous materials that may need attention.
- 2-4 Provide all environmental site assessments as may be required.
- 2-5 Provide all material testing during construction.

**ARTICLE 3
DIRECT PERSONNEL EXPENSE**

- 3-1 If applicable to this Agreement, Direct Personnel Expense includes that of employees engaged on the project by the Designer, including Architects, Engineers, Designers, Draftsmen, Specification Writers, Inspectors, surveyors, and Secretaries in consultation, research, design, production of drawings, specifications and other documents pertaining to the project and field observation of construction of the project.

- 3-2 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

**ARTICLE 4
PAYMENTS TO THE DESIGNER FOR BASIC SERVICES**

- 4-1 Payments to the Designer shall be made monthly based upon the hours worked or the percent completed during that period. Reimbursable expenses shall be paid monthly on actual expenses incurred. Designer shall submit invoices for work accomplished and an itemized expense sheet for reimbursables.
- 4-2 No deduction shall be made from The Designer's Compensation on account of penalties, liquidated damages, or other sums withheld from the Contractor, through no fault of The Designer.
- 4-3 Payment requests on the Designer's Basic Services shall be reviewed according to the following percentages:
 - 1. Program Phase 5%
 - 2. Schematic Design Phase 15%
 - 3. Design Development Phase 20%
 - 4. Construction Document Phase 35%
 - 5. Bidding and Negotiation Phase 5%
 - 6. Construction Phase 20%
- 4-4 The Owner will not be responsible for additional design costs resulting from Designer errors, omissions, or failure to follow applicable codes.

**ARTICLE 5
DESIGNER'S ACCOUNTING RECORDS**

- 5-1 Records of the Designer's Direct Personnel, Consultant, and Reimbursable Expenses pertaining to the Project, and records of accounts between the Owner and the Contractor shall be maintained in conformity with generally accepted accounting principles and shall be available to the Owner or his duly appointed representatives at mutually convenient times.

**ARTICLE 6
TERMINATION OF AGREEMENT**

- 6-1 This Agreement may be terminated by either party upon seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 6-2 In the event of a termination, the Designer shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due.

**ARTICLE 7
NON-DISCRIMINATION**

- 7-1 Except to the extent permitted by Federal Laws and Regulations for a bona fide occupational qualification, the Designer agrees as follows:
- 7-1-1 The Designer will not discriminate against any employee or applicant for employment because of race, creed, color, handicap, national origin, sex, or age. The Designer will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, creed, color, handicap, national origin, sex, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay, or any other forms of compensation and selection for training. The Designer shall, upon request, show proof of such non-discrimination, and shall post notices of non-discrimination in conspicuous places available to all employees and applicants.
- 7-1-2 The Designer will, in all solicitations for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, handicap, national origin, sex, or age. The words "equal opportunity employer" in all advertisements shall constitute compliance with this section.
- 7-1-3 The Designer will include the provisions of the foregoing paragraphs 1 and 2, in every sub-contract or purchase order for goods or services which are subject matter of this Agreement. In the event of noncompliance by the Designer, with any of the nondiscrimination provisions of the Agreement, the Owner shall have the right, at his option, to cancel the Agreement in whole or in part.

**ARTICLE 8
EXTENT OF AGREEMENT**

- 8-1 This Agreement represents the entire and integrated Agreement between the Owner and the Designer and supersedes all prior negotiations or Agreements, either written, or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Designer.

**ARTICLE 9
GOVERNING LAW**

- 9-1 Unless otherwise specified, this Agreement shall be governed by the laws of Hamilton County and the State of Tennessee.
- 9-2 Effective September 1, 2007, Tennessee Code Annotated, Section 49-5-413(d) was amended requiring criminal background checks to be conducted through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on any person, corporation or other entity who enters into or renews a contract with a local board of education or child care program as defined in T.C.A. § 49-1-1102.

**ARTICLE 10
INSURANCE**

10-1 Minimum Limits of Insurance

Architect shall maintain limits no less than:

1. Commercial General Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
 - a. Premise/Operations
 - b. Explosion, Collapse and Underground Property Damage Hazard (only applicable to the project.)
 - c. Products/Completed Operations
 - d. Contractual
 - e. Independent Contractors
 - f. Broad Form Property Coverage
 - g. Personal Injury
2. Business Automobile Liability Insurance - \$1,000,000 limit per

accident for property damage and personal injury.

- a. Owned/Leased Autos
- b. Non-owned Autos
- c. Hired Autos

- 3. Workers' Compensation and Employer's Liability Insurance – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employers' Liability Coverage for \$1,000,000.
- 4. Professional Liability Insurance - \$1,000,000 per occurrence or as per project (ultimate loss value per occurrence)

10-2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Hamilton County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

10-3 Other Insurance Provisions

- 1. Commercial General Liability and Automobile Liability Coverages
 - a. Hamilton County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Architect; products and completed operations of the Architect; premises owned, leased or used by the Architect or premises on which Architect is performing services on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to Hamilton County, members of the County Commission, boards, commissions and committees, officers, agents, employees and volunteers.
 - b. The Architect's insurance coverage shall be primary insurance as respects the County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Architect's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Hamilton County, members of its County

Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- d. Coverage shall state that Architect's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability and Property Coverages

The insurer shall agree to waive all rights of subrogation against Hamilton County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Architect in the performance of services under this Agreement.

3. All Coverages

- a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to:

Jim M. Coppinger, County Mayor "or his successor in office"
Sabrena Smedley, Commission Chairman "or her successor in office"
Hamilton County Government
201 County Courthouse
Chattanooga, TN 37402-1902

as evidenced by return receipt of registered mail.

- b. If Architect, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Agreement and obtain damages from the Architect resulting from said breach.

Alternatively, County may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Architect, County may deduct from sums due to Architect any premium costs advanced by County for such insurance.

10-4 Acceptability of Insurers

Insurance is to be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

10-5 Verification of Coverage

Architect shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and

endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences.

10-6 Subcontractors (If applicable)

Architect shall include each of its subcontractors as insureds under the policies of insurance required herein or ensure that their subcontractors meet the minimum requirements for insurance specified herein.

**ARTICLE 11
IDEMNITY**

11-1 The Designer shall indemnify and hold harmless the Owner and its agents and employees from claims, damages, losses, and expenses arising out of or resulting from the performance of Designer's Services as specified in Article 1 - Designer's Services and such Additional Services as may be included in this agreement by mutual consent and agreement between the Owner and Designer, provided that such claim, damage, loss, or expense is (1) attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused by any negligent act, error, or omission of the designer, its agent or anyone directly or indirectly employed by the Designer.

IN WITNESS WHEREOF, the Owner and the Designer have executed this Agreement

THE OWNER: Hamilton County, Tennessee

By: _____

Date: _____

Attest: _____

Res. No.: _____

THE OWNER: Hamilton County Board of Education

By: _____

Date: _____

Attest: _____

Board Chairman:

By: _____

Date: _____

THE DESIGNER: MBI Companies Inc.

By: _____

Date: _____

Attest: _____

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

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

FROM: Justin Witt

DATE: January 20, 2022

RE: Bid File 22-16 CCA HVAC Phase 3 (Final)

Bids were received by the HCDE Purchasing Department on December 28, 2021 for the 3rd and final phase of HVAC replacement at CCA.

The low bid was received by W. J. O'Neil Company in the amount of \$3,069,781.00

Please see the attached bid tabulation and engineer's recommendation.

I recommend approval.



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

December 28, 2021

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

Subject: **Bid Recommendation Letter**
 Center for Creative Arts HVAC Replacement – Phase 3
 HC Bid File# 22-16
 C&A Project # 20-078

Dear Greg:

Pursuant to the invitation to bid for the above subject project, bids were received at 2:00 pm EST Tuesday, December 28, 2021 from contractors. Having evaluated the bids and having contacted the apparent low bidder, W.J. O'Neil Company of TN, we are hereby making the following recommendation: We recommend the award of the base bid in the amount of \$3,069,781 to W.J. O'Neil Company of Chattanooga, TN. There were no alternates included in the bids. They and their subcontractors are appropriately licensed to perform this project.

A copy of the Bid Tab and the original bid envelopes are at the HCDE Purchasing Department following the bid opening.

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

Very truly yours,

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

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

Hamilton County Department of Education
 Bid Opening – December 28, 2021 – 2:00 PM.
 Bid File 22-16 Tab Sheet Center for Creative Arts HVAC Upgrades Phase 3

Bidder	Cert of Compliance	Non-Collusion Affidavit	IRAN Divest Act	Drug Free Affidavit	TN Public Chapter #587	Receipt of Addenda 1, 2, 3, 4, 5	Completion Time
FourSeasons, Inc.	✓	x	✓	✓	✓	✓	08/05/2022
W.J. O'Neil Company	✓	✓	✓	✓	✓	✓	08/01/2022

Bidder	Addendum to Agreement	Bid Bond	Base Bid(A)	General Allowance(B)	Total Bid (A+B)
FourSeasons, Inc.	✓	✓	3,063,000	200,000	3,263,000
W.J. O'Neil Company	✓	✓	2,869,781	200,000	3,069,781
				200,000	
				200,000	
				200,000	
				200,000	
				200,000	
				200,000	

Recommend Award of Bid To: W.J. O'Neil Company

Funds To Be Provided By: Maintenance/Capital Budget/GP

Hamilton County Department of Education
 Bid Opening December 2, 2021 at 2:00PM
 Tabulation Sheet - Bid File 22-17 Contract for Filters and Belts

Bidder	Bid Price Filters Total All Sizes	Bid Price Belts Total All Sizes	% Off Catalog or Price List
Air Filtration Service	185,389.52	26,205.12	0
Brookaire Company, LLC	218,880.57	15,111.11	10%
Carrier Enterprise, LLC****	148,962.43	11,581.96	-----
eSpin Technologies Inc.	152,871.56	NO BID	-----
Fastenal Company	2946.29each 155,436.07	1469.03each 12,700.76	-----
Filter Pro USA, LLC	131,986.40	NO BID	25%
The Home Depot Pro****	13,300.76*	5850.36*	-----
Puremaxx (Option 1**)	170,251.39	18,361.92	55%
Puremaxx (Option 2***)	182,487.62	13,979.35	50%
Chattanooga Trane Supply****	2374.29each 168,304.62	1863.43each 14,824.37	0

Recommend Award of Bid To: Fastenal Company

Funds To Be Provided By: Maintenance Budget

- *Very few sizes bid. Did not quote all sizes.
- **Option 1 = No Sorting – Free Delivery
- ***Option 2 = Sorted, Labeled – plus \$40 Delivery Fee
- ****Carrier Enterprise, Home Depot Pro, and Chattanooga Trane Supply – Addendum #1 not submitted.

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

MEMORANDUM:

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Mitzi Delker, Director of Exceptional Education Department

Date: January 20, 2022

Re: Exceptional Education - Signal Centers, Incorporated

I am respectfully requesting that you approve the attached contract with Signal Centers, Inc. for the remainder of the 2021-2022 school year for Vision therapy and Orientation and Mobility services. These services have been requested by community stakeholders to supplement the current Private Proportionate Plan services which include Speech / Language, Occupational, and Physical therapies. The contract will be paid for using the Private Proportionate Plan allocation related to the IDEA American Rescue Plan supplemental funds. The cost not to exceed \$180,723.00.

Thank you for your consideration of this contract.

**CONTRACT FOR VISION THERAPY AND ORIENTATION & MOBILITY SERVICES
FOR PRIVATE AND HOMESCHOOL STUDENTS**

This agreement made and entered into as of this 20th day of January 2022 of by and between the **Hamilton County Department of Education** (hereinafter known as **BOARD OF EDUCATION**) with its principal office located at 3074 Hickory Valley Road, Chattanooga, TN and **Signal Centers, Inc.** (hereinafter known as **SERVICE PROVIDER**) with its principal office in 109 North Germantown Road, Chattanooga, Tennessee 37411.

WITNESSETH

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD OF EDUCATION** in order to provide a proper comprehensive and well implemented special education program, finds it desirable to acquire the services of another agency.

WHEREAS, **SERVICE PROVIDER** is an agency having appropriate programs, capacity and competence to provide special education services for children who are the responsibility of the **BOARD OF EDUCATION**.

NOW, THEREFORE, **BOARD OF EDUCATION** and **SERVICE PROVIDER** for the consideration hereinafter names, agree as follows:

1. Services and Term. The Provider will administer evaluations and therapy to private and home school students of the Department as assigned by the responsible representative of the respective department during the remainder of the 21-22 school year (January 20, 2022 through June 30, 2022).
2. The Department will pay the Provider evaluations and therapeutic services provided by a Teacher of the Visually Impaired and Certified Orientation & Mobility Specialist for eligible students enrolled in private or home schools at the rate of **\$100.00** per hour to include direct service, documentation, meetings, travel, and planning upon receipt of the Provider's invoice identified to the particular student(s) and service rendered.
3. Total expenditures to the Department under this contract will not exceed **\$180,723.00.**
4. Further Terms and Conditions
 - A. The Department will provide appropriate referral information and written permission for testing to the Provider immediately following assignment by the Department. The Department and the Provider will, after execution of this Agreement, establish arrangements for the prompt delivery of referrals and reports.
 - B. Provider will contact the appropriate school personnel at the school where the referred student attends to make testing arrangements.
 - C. Upon completion of the evaluation(s), the Provider will prepare and transmit a complete report meeting the local format guidelines to the Department. These reports will be complete and will state the decision relative to **certification** criteria (not eligibility).
 - D. In determining whether a student meets the criteria for eligibility, Provider will follow the Tennessee Rules, Regulations and Minimum Standards for Special Education, the Tennessee Department of Education Special Education Manual, and the Department Manual. The Provider agrees to maintain a current familiarity with all state and federal guidelines and regulations for the evaluation of handicapping condition(s). The Department will provide copies of Department manuals and offer staff development programs from time to time.
 - E. Turnaround time for evaluations will not exceed twenty (20) school days from the time the Provider accepts a referral until the report is sent to the Department. Any exceptions to these timelines will be reported to the Department with the reasons stated in writing. The Provider will bill the Department at the first of each month for evaluations and therapy completed during the previous month.
 - F. Individual and/or group therapy will be provided as deemed appropriate by the Provider. Therapy progress reports for each student will be given by the Provider at the regularly scheduled reporting dates of the respective Department.

G. Provider certifies that during all times covered by this Agreement he/she has in force professional liability insurance coverage.

H. Provider hereby agrees to defend, indemnify and hold harmless the Department and the respective governing body thereof against any and all claims, demands, actions at law or in equity, judgments, executions, losses, liabilities, damages, expenses, including court costs and attorneys' fees, arising out of or relating to, directly or indirectly, the rendering of services by the Provider pursuant to this Agreement, including, without limitation, any claim that the Provider was negligent in any diagnosis, or in failing to diagnose properly.

I. In all matters pertaining to the records of the student maintained by the Provider, the Provider will comply with the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. The Provider may make such records available to authorized personnel of the Department, including special education department staff, teachers, and other professionals for the purposes of educational planning and monitoring. Provider further agrees to notify the Department representative who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this Agreement. The Department will not release records pertaining to a student's evaluation received from the Provider to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 24 C.F.R. Part 99.

- a. Provider is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This personally identifiable student and parent information may include but not be limited to: Name, Social Security Number, Telephone Numbers, Attendance Records, Disability Information, Grades, Date of Birth, Address, Race, Gender and enrollment Record.
- b. Provider as authorized representative of the District for the sole purpose of complying with the requirements of the above contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with the District.
- c. Provider agrees to destroy all confidential student information when it is no longer needed or purposes of fulfilling its obligations under the above referenced contract.
- d. Provider understands that it may have access to student demographic data for who it does not provide direct service and acknowledges that I may not use this or any student level data for solicitation purposes. Further, the Provider understands that it will be held liable for breaches of confidentiality that occur due to misuse of data.

J. Provider represents that each Teacher of the Visually Impaired and Certified Orientation & Mobility Specialist contracted with are in good standing with the State of Tennessee and that as of the date of the execution of this Agreement, he/she has not been convicted of a felony and that no disciplinary charges have been filed against him/her. Provider further agrees to report to the Department immediately the filing of any disciplinary charges against him/her and the disposition of any such disciplinary charges. Provider further agrees to cooperate with the Department in any background investigation undertaken by or on behalf of the Department.

K. Provider shall invoice the Department on a monthly basis for the fees under this Agreement, and the District shall be responsible for paying all fees upon receipt of Provider's invoice therefor.

5. Termination. This Agreement may be terminated by the Department or the Provider without cause upon written notice given at least thirty (30) days before the proposed effective date of such termination. In the event of termination by the Department, the Provider shall be entitled to receive compensation as outlined in this Agreement for any evaluations satisfactorily completed as of the termination date. This Agreement may also be terminated immediately by the Department upon written notice for the following reasons:
 - a. Failure of the Provider to comply with all applicable rules, regulations and procedures (state, federal and local) pertinent to the performance of services for the Department under this Agreement.
 - b. Failure of the Provider to: Agree to the release of all investigative release records to the board for examination for the purpose of verifying the accuracy of criminal violation information as required by Sec. 49-5-406(a)(1)(A); and (2) Supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation (TBI) and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds. The employee and/or applicant shall pay the cost for the criminal background check.
 - c. Failure of the Provider to comply with any obligation under this Agreement.

- d. The Provider offering or rendering any services to students for compensation under this Agreement unless the student was specifically referred by the Department for services under this Agreement.
 - e. Failure of the Provider to provide proof of coverage under a valid policy of professional liability insurance, with all required endorsements, within thirty (30) days after the effective date of this Agreement.
 - f. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Department of Education's Office of Risk Management.
6. Miscellaneous. This Agreement may be amended only by written amendment executed by the parties. This Agreement will be construed in accordance with the laws of the State of Tennessee. Nothing in this Agreement may be construed as restricting or prohibiting the Provider from the development of his or her private professional practice.
7. The term of this agreement is from: **January 20, 2022** to **June 30, 2022**.

IN WITNESS THEREOF, parties have executed this AGREEMENT the day and year first above written.

<i>Dr. Justin Robertson, Superintendent Hamilton County Board of Education</i>	<i>Date</i>
<i>Tucker McClendon, Board Chairman Hamilton County Board of Education</i>	<i>Date</i>
<i>Mitzi Delker, Exceptional Education Director Hamilton County Board of Education</i>	<i>Date</i>
<i>Donna McConnico, CEO, Signal Center, Inc.</i>	<i>Date</i>
<i>Carolyn Boyd, Chief Program Officer, Signal Center, Inc.</i>	<i>Date</i>

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

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

FROM: Penny M. Murray, Chief Talent Officer

DATE: January 20, 2022

RE: DocuWare Contract

We request approval of quote by RJ Young for DocuWare software, an electronic document management system, procured under the Omnia Partners cooperative contract 2021002788 and ask for the Board of Education's authorization for the human resources and finance departments to finalize contract negotiations as necessary and in accordance with Omnia contract 2021002788.

The total initial spend for this product is \$46,602 with ongoing annual maintenance and support of \$4,192.00

The initial spend is part of a multi-year project which would involve converting electronic documents that housed in legacy HRIS systems into one database. Projects in the future include transitioning employee files to a paperless solution through DocuWare.

DocuWare is a document management system software that makes documents accessible precisely when they are needed, reducing off-site storage and time delays with accessing files. DocuWare meets all the requirements for integration into Hamilton County Schools' existing IT environment. Additional record management features ensure that access to documents is secure and controlled.

The addition of DocuWare is directly tied to the Future Ready 2023 goal of efficient and effective operations, allowing HCS to serve our employees in a timely manner with improved customer service.

The department is requesting Board approval of these expenses to be funded by General Purpose funds. See attached proposal.

Thank you for your consideration of this request.



DocuWare Investment Proposal for:



December 16, 2021

Prepared by:

Mark Turner, Enterprise Solutions Specialist, RJ Young Company

December 16, 2021

Thank you for giving DocuWare Corporation the opportunity to propose a DocuWare Content Management Solution for **Hamilton County Schools**.

DocuWare is a leader in delivering enterprise-class, content management and workflow solutions. Over the past twenty years, DocuWare has become experts in delivering world-class ECM solutions for organizations throughout the world! We are experts in delivering enterprise wide solutions related to business process management, enterprise content management, electronic workflow, advanced capture and records management throughout the organizations with whom we partner.

The DocuWare business philosophy is “all clients are reference accounts”. Our goal is to deliver high-value, low-cost solutions to our clients, helping them improve upon their document processes, improve efficiencies and immediately reduce document output expenses by an average of 10%- 20% or more.

Through partnering with DocuWare, our clients have revitalized and streamlined their processes, mitigated risks, and truly provided a hard cost savings for the organization.

DocuWare is proposing our Enterprise Content Management solution for **Hamilton County Schools**. We are a top ECM offering, with more experience than any of our competitors, ensuring that **Hamilton County Schools** has a successful and rapid solution implementation.

On behalf of everyone at DocuWare Corporation, we thank you for the opportunity and look forward to growing a mutually beneficial business relationship for addressing your enterprise content management and imaging needs.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Turner', written in a cursive style.

Mark Turner

Enterprise Solutions Specialist

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About DocuWare

DocuWare is state-of-the-art document management system software for professional Enterprise Content Management. By tapping into the valuable information contained in documents, precisely where and when you need it, you can streamline your business practices.

DocuWare automatically files documents based on your criteria, regardless of their source or format. This means that both paper and electronic documents such as correspondence, records, videos, email, voicemail, CAD, spool files and more can be stored, shared and managed, simply and securely, from a centralized document pool.

DocuWare meets all requirements for integration into an existing IT environment, and supports the standards and procedures found in office and enterprise-wide systems.

Additional records management features ensure that access to documents is secure, controlled and logged at all times. With enhanced workflow functionalities, web access, and universal integration features, DocuWare provides all the tools you need for efficient Enterprise Content Management. The basic principle of DocuWare is based on an office environment and its established procedures.

Documents initially arrive in electronic baskets that mimic the in-box on your desk, and you work with them as you normally would--sort documents in your basket, staple or clip them together, or add notes, comments, signatures and stamps.

From the baskets the documents are stored in digital file cabinets, forming the document pool. You can decide how many file cabinets you would like, or how they are organized, whatever makes sense for your company. DocuWare's powerful indexing features make sure all document types are filed away in the right place.

Paper documents

Letters, legal files, invoices, reports, drawings, notes and other printed or handwritten documents can be imported using almost any type of scanner. DocuWare integrates a wide range of convenient control features from simple workstation devices to high-performance scanners. Similarly, network scanners and multifunction copiers can be integrated directly in the DocuWare system without the need for additional software.

Once scanned, documents are held in the DocuWare baskets for further processing or for storing in the file cabinets. One option uses an add-on module to extract data directly from documents by OCR (text recognition) or barcode recognition during the scanning process. Then, using this extracted data, the documents are automatically categorized, indexed and stored in a file cabinet.

DocuWare Software Package

DocuWare On-Premise or Cloud Hosted

DocuWare software for professional Enterprise Content Management—simplifies every single task relating to documents. By managing your documents with DocuWare, you increase efficiency throughout your entire organization. Employees are equipped with the right information whenever they need it so that customer service improves and productivity increases. Security gaps are closed, and because everything is so well-organized and legally compliant, audits consume less time. [Click here to download a Brochure](#)

Feature Descriptions

DocuWare Intelligent Indexing

DocuWare's Intelligent Indexing is a web-based service that automatically captures the most important metadata from your scanned documents. The system quickly learns from feedback, so that recommended index words for known document types can be automatically and reliably assigned.

- Electronic filing is now faster and easier than handling paper.
- Due to crowd learning, automatic indexing becomes very reliable within a short time.
- The system constantly learns from your input and from others in your company.

[Click here for more information](#)

DocuWare Workflow Manager

Establish clear rules for processing documents to optimize your business processes with DocuWare Workflow Manager. You assign: employees, tasks, and define substitution rules in case the employee responsible for that step is out of the office. You determine what it is to start a workflow, for example by storing an invoice, or because a certain deadline is due. And naturally, you can track all processes. [Click here for more information](#)

DocuWare Task Manager

DocuWare Task Manager speeds up day-to-day office work. With lists and email notifications, no task gets left behind and project move forward on schedule. [Click here for more information](#)

DocuWare Auto-Index

Index Archived Documents Automatically from External Data Source Many of the documents you need to archive will already have existing categorization criteria and search words in the IT system. DocuWare Autoindex transfers the data and adds it to the file cabinet as index words. Manual input is eliminated and storage is also automatic. [Click here for more information](#)

DocuWare Connect to Mail

Users of Gmail and Microsoft Exchange can organize and store their email quickly and easily in DocuWare with Connect to Mail. Connect to Mail monitors a folder in your inbox. There, incoming email is automatically transferred to the DocuWare system. Connect to Mail can also automatically index the email. Managing email and all other document types together in a single document management solution simplifies and improves the organization of related contents. Now you can use Connect to Mail to combine the practical benefits of web-based email accounts with the efficiency and functionality of DocuWare. [Click here for more information](#)

DocuWare Connect to Outlook

Integrate Microsoft Outlook into your office productivity. Securely archive incoming and outgoing email while automatically triggering new workflow tasks. Key search views are embedded directly in

the Outlook for single-screen productivity. You don't have to leave your email client to store email messages and search the file cabinet. The functions are available directly in Outlook:

- Store messages with a mouse click
- Or have email archived automatically
- Email that you want to keep in Outlook can be marked as filed

[Click here for more information](#)

DocuWare Barcode & Forms

Speed up and simplify the capturing and storage of documents with Barcode & Forms. With instant reading of barcodes and text, your documents can be automatically presorted, indexed and stored. Easy and accurate processing saves time and money.

- Automatic indexing: have your barcodes read out for indexing
- Presorting documents: use the data read out to categorize and separate scanned pages
- Time saving: optimize your work processes
- Highly accurate: automatic data capture instead of manual entry is safer and more accurate

[Click here for more information](#)

DocuWare Import

With DocuWare Import you can easily and efficiently import documents directly into your DocuWare system. The module works in the background monitoring selected folders in your file system or network to automatically move all incoming files into DocuWare, where they can be indexed as needed. [Click here for more information](#)

DocuWare Mobile

Document retrieval and display, task list and stamps for document approval on mobile devices with iOS, Android or Windows Phone operating systems. Where additional apps are required they can be downloaded for free from the respective stores. The license is required for document upload into DocuWare with PaperScan. [Click here for more information](#)

DocuWare Forms

DocuWare Forms allows your company to convert recurring manual form filling and filing processes to a simple digital process within DocuWare. Data is captured instantly and accurately in a web form and then applied to a document and stored as a form in a central file cabinet. The completed form can be stored in the design of the original form. Employees can easily access and work with the stored forms. With Workflow or Task Manager the form processing is transparent for everyone. [Click here for more information](#)

DocuWare Request

Allows individual documents or entire DocuWare file cabinets to be conveniently saved and forwarded to third parties. This is useful if, for example, a scanning service provider would like to give documents to a customer. The customer can search or open the documents with the browser provided, even without DocuWare installed.

Integration Information

<https://start.docuware.com/integration>

Developer Tools

<https://developer.docuware.com/>

DocuWare On-Premise Solution

ITEM	Part Number & Description
DocuWare Professional Server	Flexible Server for mid-sized organizations. One End User Organization per DocuWare System. Unlimited file cabinet size. Expandable with DocuWare's Add-On Modules. \$6740 – license + \$1350 – M&S
DocuWare Client Licenses	User License for the use of DocuWare Client and Server software as well as Additional Modules licensed for the respective end-user organization. The price depends on the total number of licenses purchased by an end-user organization. Four (4) Named Client licenses can be converted to one (1) Concurrent license. \$2800 – 5 Named User License + \$705 – M&S
Additional Modules	DocuWare Autoindex \$3290 + \$655 M&S DocuWare Import \$2530 + \$507 M&S Docuware Barcode and Forms \$5050 + \$975 M&S
Professional Services (setup and config)	<ul style="list-style-type: none"> • Installation of DocuWare and configuration • Implementation of conceptualized solution based off of a Discovery process • End user training, administrative training • Up to 4 scan profiles • Up to 2 cabinets • Up to 8 doc types • Up to 15 index fields • Standard storage and retrieval; workflow and eforms to be future projects
Software Purchase Price	\$20,410
Annual Maintenance & Support	\$4,192
Professional Services (setup and config)	\$10,000
Legacy system conversion	\$12,000
Purchase total (software+m&s+PS+conversion)	\$46,602

System Requirements for DocuWare Version 7.3

The following requirements exist for the DocuWare setup:

- The current user must have local administrator rights on the computer
- .NET 4.61
- Windows Installer 4.5

DocuWare Server and Clients run on the following operating systems:

- Windows 7 (at least SP1, 64 bit)*, Clients also 32 bit
- Windows 8.1 (64bit)*, Clients also 32 bit
- Windows 10 (64bit)*, Clients also 32 bit
- Windows Server 2008 R2 (64 bit)
- Windows Server 2012 (64 bit)
- Windows Server 2012 R2 (64-bit)
- Windows Server 2016 (64-bit)
- Windows Server 2019 (64-bit)

Azure VMs and Amazon Web Services (AWS) are not supported for running DocuWare, neither for servers nor for clients.

For Web-based applications, the following browsers are supported:

- Internet Explorer 11
- Firefox 50 and later (For Firefox versions starting in March 2017, except for those components within the DocuWare configuration which are based on Silverlight.)
- Chrome 54 and later (Except for those components within the DocuWare configuration which are based on Silverlight.)
- Edge (Except for those components within the DocuWare configuration which are based on Silverlight.)

Databases

- Microsoft SQL Server 2008, 2012, 2014, 2016 and 2017
- Oracle 12c (except for Multitenant Architecture) must be installed on a separate machine
- MySQL 5.0 and later

Special requirement for DocuWare Desktop:

- If DocuWare Desktop is used on a computer with Windows Server 2008, "Desktop Experience" must be installed.

Special requirements for Connect to Outlook

- Microsoft Office 2013 and Outlook 2016 in 32-bit and 64-bit versions.
- Microsoft Exchange Server 2007, 2010, 2013 and 2016

Special requirements for Connect to Mail

- Microsoft Exchange Server 2010, 2013, 2016 and 2017

Special requirements for DocuWare Request

- .NET 4.5 or higher is required to start a DocuWare Request created with DocuWare Version 7.

Special requirements for Intelligent Indexing as local Installation:

- In combination with DocuWare from version 6.1 on
- The Windows Server 2012 R2 operating system is recommended
 - Separate server machine with:
Quad-core processor (e.g. Intel Core i5)
8 GB RAM

Hardware Requirements

These requirements are valid for DocuWare Services only! Any additional external application on the same machine require additional resources.

DocuWare Services

- CPU 2 * 2,0 GHz minimum, 4 * 3,2 GHz recommended
- RAM 4 GB minimum, 8 GB – recommended
- Hard disk
 - minimum 5 GB hard disk space
 - SSD recommended
 - documents should be stored on a separate internal hard drive or external storage system

Database

- DocuWare Internal Database:
CPU: minimum 2 * 1,4 GHz, recommended 2* 3,2 GHz
RAM: minimum 1 GB
Hard disk:
- MySQL, SQL Server, Oracle:
System Requirements of database vendor must be followed
- DocuWare recommends the use of Microsoft SQL-Server as Database system for Systems with more than 1 Million documents (without fulltext index) or with more the 200.000 document pages (with fulltext index).
- MS SQL or MySQL 64 Bit recommended when using Workflow Manager

Fulltext

- DocuWare Fulltext Service (required for searching in the fulltext of the documents):
minimum 1 * 1,4 GHz, recommended 2* 3,2 GHz
RAM: minimum 1 GB, recommended 2 GB

Hamilton County Schools

Signature: _____

Name: _____

Title: _____

Date: _____

RJ Young Company

Signature: _____

Name: _____

Title: _____

Date: _____

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TN 3742**

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

FROM: Shannon Moody, Director
Accountability and Research

DATE: January 20, 2022

RE: CDW Government LLC- Rapid Security Assessment (RSA)

The Office of Accountability and Research requests the Board of Education's approval to contract CDW services to perform a Rapid Security Assessment for the Hamilton County Schools network.

The Rapid Security Assessment (RSA) is a security assessment designed to balance the need for thorough and reliable security testing with the demands of short timelines and limited budgets. The RSA report is a hybrid of the engineers' observations of the current state of our network security and their interpretations of the data gathered by the scanners.

The Rapid Security Assessment includes the following:

Internal Vulnerability Scan
Penetration Testing
Domain Security and Password Audit
Authenticated Scan

We request approval in the amount of \$22,700.00 to be budgeted from our General Purpose Fund.



STATEMENT OF WORK

Project Name:	PENTEST2022	Seller Representative: Clint Munoz +1 (312) 705-3398 clinmun@cdw.com
Customer Name:	HAMILTON COUNTY DEPT OF EDUCATION	
CDW Affiliate:	CDW Government LLC	
Date:	December 17, 2021	Solution Architect: Mikela Lea
Drafted By	Ted Psaras	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and HAMILTON COUNTY DEPT OF EDUCATION (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

The Rapid Security Assessment (RSA) is a security assessment designed to balance the need for thorough and reliable security testing with the demands of short timelines and limited budgets. During this assessment, we use commercially available vulnerability scanners, proprietary tools developed by our security engineers, and tools created by the open source community to identify and document existing weaknesses, and provide our advice for the remediation of vulnerabilities identified during the course of the engagement. Where appropriate, the engineers may exploit vulnerabilities in order to more accurately determine the risk to your environment. The RSA report is a hybrid of the engineers’ observations of the current state of your network security and their interpretations of the data gathered by the scanners.

The RSA consists of up to three parts, as described below.

SCOPE OPTIONS

PART A: INTERNET SECURITY TESTING

The engineers will scan Internet-visible hosts, identify services running on the hosts, and conduct testing for vulnerabilities to known exploits. Test results will be manually validated, as necessary, in an effort to minimize false-positive reporting. Where appropriate, the engineers may exploit vulnerabilities in order to more accurately determine the risk to your environment. The Internet Test portion of the RSA offering is limited to 40 targets.

PART B: INTERNAL SECURITY TESTING

The Internal Assessment contains multiple tasks.

-
- **Internal Vulnerability Scan** - The engineers will scan your internal network, identify services running on the hosts, and conduct testing for vulnerabilities to known exploits. Test results will be manually validated, as necessary, in an effort to minimize false-positive reporting. The Internal Test portion of the RSA offering is limited to 1,000 targets.
 - **Penetration Testing** – Penetration testing of key organizational IT assets will be performed, in an attempt to gain access to these key assets and provide documentation on the path to access.
 - **Domain Security and Password Audit** – An audit of passwords and password-related policies used within the organization will be performed, with guidance provided on potential improvements. This item is limited to a single Active Directory domain.
 - **Authenticated Scan** – Up to 50 workstations will be tested via an authenticated scan. The results of this scan, once validated, should provide a good snapshot of workstation security.

PART C: WIRELESS SECURITY TESTING

The engineers will scan the 802.11-based signal cloud around your network testing for ways that outsiders could eavesdrop on your wireless communications, break authentication or cryptographic protocols, or impersonate elements of your wireless infrastructure. The Wireless Test portion of the offering is limited to one physical site (the same site at which Part B will take place).

PROJECT KICKOFF – KEY ACTIVITIES

- IP Addresses to be scanned will be shared from Customer to Seller. Any addresses to exclude will be discussed. Any time-of-day exclusions to scanning will be discussed.
- For Part B, a pre-arranged time and date for an end to the penetration testing task will be discussed. If the engineers are unsuccessful in uncovering valid administrative credentials by this time, the customer will provide valid credentials at this prearranged time to allow the domain security and password audit and authenticated scan to be completed.

CUSTOMER RESPONSIBILITIES

- For part A and B, customer will provide Customer IP addresses to be scanned. By providing these addresses, customer acknowledges permission for scanning and penetration testing to take place.
- For part B, if the penetration test is unsuccessful in uncovering valid administrative credentials, the customer will provide valid credentials at a prearranged time to allow the domain security and password audit and authenticated scan to be completed.
- Obtain any necessary permission for testing of systems hosted or managed by third parties.
- Provide a point of contact for questions and updates about project status.
- Respond to requests for information in a timely manner.
- For part B and C, provide access to physical facilities, as needed.
- For part B and C, provide appropriate workspace, including power and network access.
- Agree to Seller's Supplemental Security terms and conditions that can be found on the attached Exhibit B (see sample attached)

PROJECT ASSUMPTIONS

- **A target is defined to be a system to be scanned.** Often, there is a one-to-one mapping between an IP address and a target. However, there are situations, such as name-based virtual web hosting, where there are multiple targets that map to one IP address.
- For part A, the number of Internet-facing targets to be scanned is capped at 40.
- For part B, the number of internal targets to be scanned is capped at 1,000.
- For part B, the domain security and password audit task is limited to a single Active Directory domain.

-
- For part B, the number of workstations to be scanned during the authenticated scan is capped at 50.
 - For part B, the domain security and password audit as well as the authenticated scan require a level of privilege in the environment. It is the intent to acquire this privilege during the penetration test. However, if the necessary level of privilege is not gained, it is assumed that the customer will provide credentials at a pre-arranged time to allow these parts of the engagement to proceed. If the credentials are not provided in a timely fashion, the domain security and password audit and authenticated scan will be removed from the project's scope.
 - While rare, network scanning can potentially have an adverse effect on a host. It is understood that Seller bears no liability for any loss of service to a host during this engagement due to network scanning.
 - Assessment activities may include attacks against end-user clients, such as email-based attacks (where these attacks focus on technical issues rather than user behavior). Note that this does not include credential phishing unless phishing is specifically included in the project scope.
 - It is assumed that customer's IT staff will be aware of CDW's assessment activities and will not actively interfere with or attempt to actively defend against CDW's attacks and assessment activities. Active interference by customer staff in CDW's assessment activities may result in limited results from the assessment or a reduction in scope. In this event, a change order may be needed to increase the project cost and/or timeline in order to complete the full original scope of the assessment.
 - Project tasks will be completed during business hours (8am to 5pm, Monday through Friday).

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

- Systems outside of the United States. No work under this SOW will be performed on any systems outside of the United States.
- Post-remediation scans or retesting of findings are out of scope for this project and may incur additional cost.

ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project:

Rapid Security Assessment Report – The report outlines the efforts undertaken by the engineers and provides customized security findings and recommendations for improvement.

The report includes:

- An executive summary showing the effectiveness of your security controls,
- Summarized high-level recommendations and a rating of the overall risk of the environment.,
- An outline of the efforts made by the engineers, highlighting attacks that were successful or otherwise pose higher risks
- Summaries of more widespread issues , with detailed itemized lists of weaknesses presented when appropriate, and
- A section listing recommendations, ordered by priority and by the estimated cost to fix them, with high-priority, low-cost items at the top of the list.

Seller prides itself on the quality and usefulness of this report. Although automated scanners are used during the assessment, the report is not simply a reproduction of output from automated tools.

Due to the sensitive nature of this report, we will convey to you a password-encrypted file. Only members of our assessment team have access to the report.

Once we have delivered the report, we will solicit your feedback. If necessary, we will revise the report. Once the report is finalized, we will conduct a project wrap-up call to walk through the project one final time and ensure that any remaining questions are addressed.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$22,700.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Signed SOW	50%	\$11,350.00
Completion of Work	50%	\$11,350.00
Totals	100%	\$22,700.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

PROJECT SPECIFIC TERMS

1. Notwithstanding anything to the contrary in the Agreement, Seller’s Liability as a result of any claims arising out of the performance of Services hereunder shall not exceed the amounts paid or payable by Customer pursuant to this SOW.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

HAMILTON COUNTY DEPT OF EDUCATION

By: _____

By: _____

Name: Services Contracts Manager

Name: David Roach

Title: Services Contract Manager

Title: _____

Date: _____

Date: _____

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

3074 HICKORY VALLEY RD, ACCTS PAYABLE

CHATTANOOGA, TN 37421-1273

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
HAMILTON COUNTY DEPT OF EDUCATION	3055 Hickory Valley Rd, Chattanooga, TN 37421

EXHIBIT B

SECURITY SERVICES SUPPLEMENTAL TERMS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY.

CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE SUPPLEMENTAL TERMS AND CONDITIONS.

1. Customer acknowledges and agrees that it understands and accepts the risks associated with the Services and hereby expressly authorizes Seller to perform the Services.
2. Customer represents, warrants and covenants that: (a) it has and will continue to have full rights, power, and authority to consent to having the Services provided in the manner as agreed upon in the SOW; (b) the execution and performance of the SOW does not and will not violate or constitute a default under its constituting documents or any applicable law, any order of any court or government agency, or any agreement to which it is a party; (c) the execution and performance of the SOW has all been duly and validly authorized by all necessary corporate action, and the SOW and/or Agreement constitute a valid and binding obligation of Customer; (d) it holds all permits, licenses, approvals and statutory authorities that are necessary for the performance of its obligations under the SOW, including, but not limited to, any approvals or consents, or providing any notices, required under applicable laws in respect of the processing of any personal data, and it has obtained in writing all consents, approvals and licenses necessary (including, but not limited to, from any third party) to allow: (i) Seller, its affiliates, subcontractors and its or their personnel to provide the Services; (ii) Customer to receive the Services; and (iii) for the Seller, its affiliates, subcontractors and its or their personnel to be able to access and test the Customer's communications network, systems, applications and equipment, including, without limitation, any third party provided, supplied, licensed, hosted or managed network, systems, applications, equipment and/or elements of the same ("Customer's Network"), in the manner detailed in the SOW; (e) Seller's performance of the Services as anticipated under the SOW will not cause Seller, its affiliates, subcontractors and its or their personnel to commit any offence under any relevant computer misuse, cyber-security, anti-hacking, wire-tapping, interception of communications or systems, or similar or related legislation, regulation or binding industry code, guidance or requirements in any country (including where the services are provided, performed, received or relevant IT equipment, assets and/or systems are located) ("**Computer Misuse Legislation**") and Customer has provided its consent in relation to the Services and has obtained all required consents in respect of the same; and (f) it will use the Services for lawful purposes only. Seller shall not be liable for claims resulting from a breach of any of the foregoing.
3. Customer acknowledges and agrees that:
 - a. the Services include investigating and exploiting the Customer's Network and security vulnerabilities by attempting to gain access to Customer's Network and confidential security-related information through testing activities that are not authorized by Customer's Network security policies and that if done without Customer's and/or the applicable third party's authorization and consent could violate applicable laws;
 - b. the Services relating to security are only one component of Customer's overall security program and are not a comprehensive security solution or a comprehensive evaluation of Customer's security and, without limiting the foregoing (a) it is impossible to, and the Services will not, detect, disclose or resolve every security vulnerability or hazard, (b) unauthorized access by third parties may occur and (c) impenetrable security cannot be attained; and
 - c. Seller may perform any or all of the Services either directly or by using subcontractors or any other authorized personnel, in its sole discretion.
4. Customer is, and will continue to be, solely responsible for:

-
- a. exercising reasonable care under the circumstances in monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard;
 - b. establishing and maintaining appropriate internal controls and complying with all applicable laws and regulations;
 - c. implementing any advice or recommendations provided by Seller as part of the Services.
5. Customer represents and warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Seller access to and to authorize Seller to bypass or attempt to bypass any security features or technological protection measures associated with, any programs, systems, hardware, data, materials, IP addresses, domains or other information furnished or made available by Customer to Seller for the purpose of enabling Seller to perform the Services. Customer hereby assumes the sole responsibility for the accuracy of such programs, systems, data, materials, IP addresses, domains or other information furnished or made available by Customer to Seller.
 6. Customer shall cooperate with Seller in the performance of the Services. Without limiting the previous sentence, Customer shall: (a) provide Seller, its affiliates, subcontractors and its or their personnel with timely access to the Customer's Network, the Customer's data and information reasonably requested by Seller with respect to the Services; (b) promptly render all decisions and approvals so as not to delay or impede Seller's performance of the Services; and (c) promptly notify Seller of any issues, concerns or disputes regarding the Services. Customer acknowledges and agrees that Seller's performance depends on Customer's timely and effective satisfaction of Customer's responsibilities under the SOW and/or Agreement and Customer's timely decisions and approvals in connection with the Services.
 7. Customer shall permit, and hereby authorizes, Seller to connect diagnostic software and equipment to Customer's Network for the purposes of performing the Services, which may require accessing Customer's Network and confidential security-related information. Seller has no liability or obligation for: (a) the installation, operation or maintenance of the Customer's Network; or (b) the availability, capacity or condition of the Customer's Network or (c) any adverse impact of the Services on the Customer's Network.
 8. Customer and Seller acknowledge and agree that, in connection with Seller's performance of the Services,

Seller is not required to access, process or transfer data that identifies or can be used to identify a natural person ("**Personal Information**").
 - a. Seller is acting as a service provider, and is neither a controller nor owner of Personal Information;
 - b. to the extent data accessed or processed by Seller constitutes Personal Information, that Personal Information will be accessed or processed based on Customer's direction, and Seller has no rights to use that Personal Information other than in connection with providing the Services to Customer;
 - c. Customer is solely responsible for obtaining any approvals or consents, or providing any notices, required under applicable laws regarding Seller's performance of the Services, including, but not limited to, the processing of any Personal Information.
 9. Customer shall identify Customer's mission-critical systems for Seller, and Seller will discuss appropriate testing for these systems. Seller shall have no liability or responsibility with respect to such systems when testing is authorized.
 10. Notwithstanding anything to the contrary in the SOW and/or Agreement, Customer shall be solely responsible for daily back-up and other protection of data (including, but not limited to, any data of Customer, Customer's customers, Customer's contractors and any other third party) and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing or restoring such data (including, but not limited to, data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of the Services. Customer shall perform a full back-up prior to Seller commencing the Services and shall also perform the same periodically

throughout the delivery of the Services. Customer shall be solely responsible for ensuring proper and adequate backup and storage procedures.

11. Notwithstanding anything to the contrary in the SOW and/or Agreement, Seller warrants that it will perform the Services in a professional manner that is consistent with industry practice. Customer acknowledges and agrees that Customer's exclusive remedy for any breach of this warranty will be for Seller, upon receipt of written notice by Customer, to use reasonable efforts to cure that breach. Except as expressly set out in the Agreement, Seller makes no, and expressly disclaims all, representations, warranties or conditions, whether express, implied or statutory, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, quiet enjoyment or from a course of dealing, course of performance or usage in trade in connection with the Services. Seller does not warrant, and specifically disclaims, that the Services will be accurate, without interruption or error-free.
12. NONE OF SELLER, ITS AFFILIATES, THEIR RESPECTIVE SUPPLIERS, SUBCONTRACTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR, AND CUSTOMER WILL BE RESPONSIBLE FOR, ANY CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES AND EXPENSES) RESULTING FROM, ATTRIBUTABLE TO OR ARISING OUT OF CUSTOMER'S USE OR RECEIPT, OF THE SERVICES (INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE). THE FOREGOING SHALL APPLY IN ADDITION TO AND NOTWITHSTANDING ANY OTHER DISCLAIMER OR

LIMITATION OF LIABILITY OTHERWISE CONTAINED IN THE SOW AND/OR AGREEMENT.

13. IN NO EVENT SHALL SELLER BE LIABLE TO THE CUSTOMER FOR ANY:
 - a. LOSS OF GOODWILL, PROFITS, USE OF MONEY, BUSINESS OR REVENUE (WHETHER DIRECT OR INDIRECT);
 - b. LOSS OF USE OF, INTERRUPTION IN USE OR AVAILABILITY OF, HARDWARE OR SOFTWARE;
 - c. LOSS OF, OR DAMAGE TO, OR CORRUPTION OF, OR INTERRUPTION IN USE OR AVAILABILITY OF, DATA (WHETHER DIRECT OR INDIRECT) ;
 - d. STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; AND/OR
 - e. INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, TORT, STRICT LIABILITY IN DELICT OR OTHERWISE, ARISING FROM OR RELATED TO THE SOW AND/OR AGREEMENT, ANY COMMITMENT PERFORMED OR UNDERTAKEN UNDER OR IN CONNECTION WITH THE SOW AND/OR AGREEMENT, THE SERVICES OR OTHERWISE, REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
14. THE AGGREGATE CUMULATIVE MONETARY LIABILITY OF SELLER UNDER OR RELATING TO THE AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY THE CUSTOMER TO SELLER FOR THE SERVICES GIVING RISE TO THE CLAIM.
15. The following indemnification obligations of the Customer are cumulative and shall apply in addition to any other indemnification obligations of the Customer set out in the SOW and/or Agreement:
 - a. Customer agrees to defend, indemnify and hold Seller and its affiliates and their respective directors, officers, members, employees, contractors, representatives, successors and assigns (collectively the "**Indemnified Parties**") harmless from and against any loss, damage, liabilities, cost, expense (including, but not limited to, legal fees and costs), claims, demands, fines, penalties or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, legal fees and expenses,

costs related to mitigation and equitable relief), claimed against or incurred by any of the Indemnified Parties as a result of, arising out of or otherwise related to:

- i. a breach by Customer of any of Customer's obligations, responsibilities, covenants or warranties in the SOW and/or Agreement;
- ii. any of Customer's representations in the SOW and/or Agreement being untrue;
- iii. any prosecution under or breach arising out of the Computer Misuse Legislation related to performance of the Services; and/or

Customer agrees to defend, indemnify and hold the Indemnified Parties harmless from and against any loss, cost, expense (including, but not limited to, legal fees and costs), claims, demands, liabilities, fines, penalties, damages, or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, but not limited to, legal fees and expenses, costs related to mitigation and equitable relief), claimed against or incurred by Indemnified Party based on, resulting from, arising out of or otherwise related to Customer's use or receipt of the Services.

- b. Seller has the right to immediately terminate the Services upon written notice to Customer, without liability to Customer for such termination, if Seller determines that the performance of any part of the Services would be in conflict with law.

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

MEMORANDUM

To: Hamilton County Board of Education
Dr. Justin Robertson Superintendent

From: Mary Ellen Heuton, CPA
Chief Financial Officer

Date: January 20, 2022

RE: **Coalition of Large School (CLASS Retainer Agreement – Millsaps
Gowan Government Relations**

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

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

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

Enclosed:

Retainer Agreement with Millsaps Gowan Government Relations

Millsaps Gowan Government Relations

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

December 1, 2021

CLASS
c/o Dr. Adrienne Battle, Superintendent
Metro Nashville Public Schools (2022 CLASS chair)
2601 Bransford Avenue
Nashville, TN 37204

Re: Retainer Agreement with Millsaps Gowan Government Relations

Dear Dr. Battle:

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

You have asked that we provide CLASS government relations services on issues related to public education. Millsaps Gowan will provide legislative and state administrative advocacy services including, but not limited to, tracking legislation, representing CLASS interests in the legislative process, exploring legislative opportunities to advance the CLASS agenda, monitoring actions of the state board of education and providing timely communications to member systems.

In exchange for these services, CLASS has agreed to pay Millsaps Gowan Government Relations \$12,500 per month beginning January 1, 2022 and ending December 31, 2022. This amount reflects an aggregate, annual contribution of \$37,500 per CLASS member school system. Millsaps Gowan will send an invoice on the first of each month and payment is due by the end of each month. This agreement will proceed on a month-to-month basis and may be terminated by either party with 30 days written notice. Costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on behalf of CLASS. Also, by signing below, you agree that you will complete any forms necessary to comply with lobbyist registration requirements under Tennessee law that may arise as a result of our representation of CLASS during the term of this contract or after its termination should reporting periods overlap.

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

Sincerely,

Robert Gowan, Partner
Millsaps Gowan Government Relations

For Davidson County Schools

Date

For Knox County Schools

Date

For Shelby County Schools

Date

For Hamilton County Schools

Date

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

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

FROM: Justin Witt

DATE: January 20, 2022

RE: Howard High and Bess T. Shepherd Portables

We are currently leasing 2 portables for \$1,873.00 per month. They are located at Howard High and Bess T. Shepherd, and are approximately 2 years old. The leasing company has offered to sell the portables for \$78,521.00 each. Considering the future, long term use of these units I believe it would make the most financial sense to purchase.

Please see the attached quote. Total Sales Price: \$157,042.00

I recommend approval.

Funding: General Purpose Funds



Mobile Modular Management Corporation
 4301-C Stuart Andrew Blvd.
 Charlotte, NC 28217
 Phone: (678) 714-0744 Fax: (704) 519-4001
www.mobilemodular.com

Purchase Off Rent
 Contract: 251004314.1
 Date Printed: 01/07/2022

Customer & Site Information		Mobile Modular Contact
Customer Information: Hamilton County Schools 2501 Dodds Avenue Chattanooga, TN 37407	Site Information: Hamilton County Schools 7126 Tyner Road Bess T Shepherd ES Chattanooga, TN 37421	Questions? Please Contact: Open Sales Direct Phone: 1 (866) 459-7600 All other inquiries: (678) 714-0744
Customer PO/Reference: Exp: // By:		

Product Information

	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 24x60 MS (Item1818W) <i>Double Classroom. Doors wide. 130MPH Wind Load. Size Excludes 4' Towbar. Vinyl covered gypsum (VCG) interior. BID:90565, Built November 2019 @ First String Space, Serials FSSI7857 A/B</i>	1	\$78,521.00	\$78,521.00	N
Classroom, 24x60 MS (Item1818W) <i>Double Classroom. Doors wide. 130MPH Wind Load. Size Excludes 4' Towbar. Vinyl covered gypsum (VCG) interior. BID:90565, Built November 2019 @ First String Space, Serials FSSI7858 A/B</i>	1	\$78,521.00	\$78,521.00	N

	Qty	Charge Each	Total One Time Taxable
Charges Upon Delivery:			
Classroom, 24x60 MS (Item1818W)			\$0.00
Classroom, 24x60 MS (Item1818W)			\$0.00
		Tax:	\$0.00
Total Sales Price Including Tax:			\$157,042.00

Special Notes

Quoted customer \$157,042 for contract#251003611

POR- Rent Due Until Paid in Full: Please be aware that rent is due until the purchase price quoted above and all open balances are paid in full. E&I Contract#CNR01522

Special Terms & Important Contractual Information

- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**



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Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller ("**Seller**") and buyer ("**Buyer**", as described in the Purchase Off Rent Agreement in the section titled "Customer Information") hereby agree to this Purchase Off Rent Agreement and the terms and conditions set forth in the Purchase Off Rent Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Purchase Off Rent Agreement affirms that he/she is duly authorized to execute and commit to this Purchase Off Rent Agreement for the above named Purchase Off Rent.

<p>SELLER:</p> <p align="center">Mobile Modular Management Corporation</p> <p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Date:</p>	<p>BUYER:</p> <p align="center">Hamilton County Schools</p> <p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Date:</p>
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ATTACHMENT A

PURCHASE OFF RENT TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Purchase Off Rent Agreement hereto ("**Equipment**") on the terms and conditions set forth herein. Each such Purchase Off Rent Agreement ("**Agreement**"), shall constitute a separate and independent sale (a "**Sale**") of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. TIME PAYMENT; TITLE RETENTION.

(a) **PURCHASE OFF RENT.** The Equipment sold hereunder is currently in use and leased to Buyer by Seller. Rent on the existing Lease, as identified in the Special Notes section of the Purchase Off Rent Agreement, will continue to accrue until the Purchase Price and any remaining open balances on the Lease have been paid in full. The Purchase Off Rent transaction will not be finalized until Seller has received from Buyer payment in full of the entire Purchase Price as shown in the Purchase Off Rent Agreement and any balances that may be owed on the existing Lease. Upon receipt by Seller of the entire Purchase Price, the transaction will be finalized and the existing Lease will cease.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Purchase Off Rent Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. WAIVER AND INDEMNIFICATION.

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Neither party shall be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by either party's negligence or delay, which may result from or arise in connection with the use of the Equipment or in connection with the services rendered or received hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Purchase Off Rent Agreement. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

4. **GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of ~~California~~ Tennessee, without regard to its conflicts of laws provisions.

5. JURISDICTION.

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.



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(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of ~~California~~ ^{Tennessee} shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in ~~Hamilton~~ ^{Tennessee} County, State of ~~California~~ ^{Tennessee}. Subject to Section Z, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.

6. LICENSE AND TRANSFER FEE(S). If so listed on the Purchase Off Rent Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

7. COMPLIANCE WITH LAW. Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

8. FEDERAL CONTRACTOR. As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

9. WARRANTY. Equipment, which includes the modular building(s) described in the Product Information section of the Purchase Off Rent Agreement, as well as any associated ramps, stairs, roof, plumbing, plumbing fixtures, electrical components, mechanical systems, seismic/wind restraints and any other accessories thereto, is sold "AS-IS" and "WHERE-IS" and **SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR OTHERWISE, EXCEPT AS TO TITLE.**

10. MISCELLANEOUS.

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty shall not be binding upon Seller unless reduced to writing and approved by an authorized representative of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (c) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Purchase Off Rent Terms and Conditions, Rev. 08/22/16

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

MEMORANDUM

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Mary Ellen Heuton, CPA
Chief Financial Officer

Date: January 20, 2022

RE: **Monthly Financial Report**

Attached is the monthly financial report comparing budget to actual through November, 2021. 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/EXPENSES VS BUDGET
PERIOD ENDED
November, 2021**

REVENUES	General Purpose			Federal Programs			Self-Funded Programs			School Nutrition			Grand Totals			
	Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual	
LOCAL TAXES	245,400,000	245,400,000	45,695,715										245,400,000	245,400,000	45,695,715	
LICENSES AND PERMITS	12,000	12,000	5,254										12,000	12,000	5,254	
CHARGES FOR CURRENT SERVICES	522,500	522,500	115,729				4,010,123	4,031,653	2,166,614	3,618,425	3,618,425	239,541	8,151,048	8,172,578	2,521,884	
OTHER LOCAL REVENUES	300,000	300,000	54,741				3,357,591	3,951,870	914,530	21,426	21,426	24,318	3,679,017	4,273,296	993,589	
STATE OF TENNESSEE	182,717,655	182,859,577	72,163,092										182,717,655	182,859,577	72,163,092	
OTHER STATE REVENUES	719,223	4,824,355	1,710,793							198,558	198,558	-	917,781	5,022,913	1,710,793	
FEDERAL GOVERNMENT	980,000	2,028,790	847,762	28,496,349	149,202,586	2,656,169				17,919,913	17,919,913	7,915,045	47,396,262	169,151,289	11,418,976	
OTHER SOURCES	3,685,000	3,685,000	286,667										3,685,000	3,685,000	286,667	
RESERVES/FUND BALANCE *	-	2,904,813						1,524,124					-	9,270,292	-	
TOTAL REVENUES	434,336,378	442,537,035	120,879,753	28,496,349	149,202,586	2,656,169	7,367,714	9,507,647	3,081,144	21,758,322	21,758,322	8,178,904	491,958,763	623,005,590	134,795,970	
EXPENDITURES																
REGULAR INSTRUCTION PROGRAM	71100	216,688,988	217,928,584	80,430,745	6,328,367	33,113,655	7,837,872	2,646,541	3,750,490	666,546			225,663,896	254,792,729	88,935,163	
SPECIAL EDUCATION INSTR PROG	71200	40,504,155	41,146,987	14,429,021	3,711,455	11,085,817	1,518,573	336,163	338,283	54,504			44,551,773	52,571,087	16,002,098	
VOCATIONAL ED INSTR PROG	71300	9,241,261	9,393,207	3,211,007	539,396	2,003,186	420,088		146,258	-			9,780,657	11,542,651	3,631,095	
ATTENDANCE	72110	2,798,557	2,847,904	1,006,320		424,083	39,066		-				2,798,557	3,271,987	1,045,386	
HEALTH SERVICES	72120	5,091,939	5,173,312	553,838		7,009,144	1,689,014	42,500	42,500	5,444			5,134,439	12,224,956	2,248,296	
OTHER STUDENT SUPPORT	72130	12,856,141	13,027,602	5,339,771	3,468,105	13,338,030	3,511,568	219,215	271,361	24,987			16,543,461	26,636,993	8,876,326	
REG INST SUPPORT	72210	12,639,292	14,066,200	4,856,556	7,829,085	22,999,608	5,188,312	453,748	1,001,002	205,843			20,922,125	38,066,810	10,250,711	
SPECIAL ED INST SUPPORT	72220	3,565,344	3,624,984	1,264,852	4,577,867	5,602,243	1,091,577		-				8,143,211	9,227,227	2,356,429	
VOCATIONAL ED INST SUPPORT	72230	254,677	(1,278,723)	88,256	64,820	688,084	15,471		-				319,497	(590,639)	103,727	
EDUCATION TECHNOLOGY	72250	5,749,457	7,714,446	2,589,229	-	1,323,090	62		-				5,749,457	9,037,536	2,589,291	
BOARD OF EDUCATION	72310	6,621,035	6,670,534	1,892,745		-		100,000	100,000	422			6,721,035	6,770,534	1,893,167	
OFFICE OF SUPERINTENDENT	72320	2,645,989	3,002,386	1,337,199		-		85,810	87,791	24,701			2,731,799	3,090,177	1,416,108	
OFFICE OF PRINCIPAL	72410	29,105,910	29,602,144	11,074,225	66,991	337,050	54,208		-				29,172,901	29,939,194	11,074,225	
FISCAL SERVICES	72510	3,412,069	3,453,873	1,239,521		675,000	-		-				3,412,069	4,128,873	4,016,648	
HUMAN RESOURCES	72520	2,150,319	866,282	716,235		2,700,000	2,777,127		31,678	2,004			2,150,319	3,597,960	913,699	
OPERATION OF PLANT	72610	25,882,636	26,770,045	7,437,103	-	500,954	195,460		7,526	-			25,882,636	27,278,525	7,437,103	
MAINTENANCE OF PLANT	72620	9,768,168	9,831,388	3,776,137		-	-	-	200,000	-			9,768,168	10,031,388	3,895,910	
TRANSPORTATION	72710	20,333,227	21,415,915	7,429,731	229,681	3,332,957	119,773		21,250	-			20,562,908	24,770,122	7,429,731	
CENTRAL AND OTHER	72810	422,596	444,211	184,885		-	-		4,278	697			422,596	448,489	200,557	
FOOD SERVICE	73100	-	-	-		97,759	14,975		-		21,758,322	21,758,322	7,618,117	21,758,322	7,788,270	
COMMUNITY SERVICES	73300	559,982	568,047	147,132	1,124,084	2,532,917	170,153	3,276,207	3,297,700	635,453			4,960,273	6,398,664	782,585	
EARLY CHILDHOOD EDUCATION	73400	2,933,149	3,078,817	957,987		64,344	-	207,530	207,530	25,006			3,140,679	3,350,691	3,016,702	
REGULAR CAPITAL OUTLAY	76100	200,000	200,000	-		31,495,054	2,033,709		-				200,000	31,695,054	-	
EDUCATION DEBT SERVICE		975,000	975,000	-		-	-		-				975,000	975,000	-	
EDUCATION CAPITAL PROJECTS		3,000,000	5,075,000	4,000,000		-	-		-				3,000,000	5,075,000	4,000,000	
CHARTER SCHOOLS (TRANSFERS)		16,936,487	16,936,487	7,211,495		-	-		-				16,936,487	16,936,487	7,211,495	
TRANSFERS-STATE GRANTS			2,403		556,498	9,879,611	-		-				556,498	9,882,014	-	
TOTAL EXPENDITURES		434,336,378	442,537,035	161,173,990	28,496,349	149,202,586	26,677,008	7,367,714	9,507,647	1,645,607	21,758,322	21,758,322	7,618,117	491,958,763	623,005,590	197,114,722

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

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

FROM: Mary Ellen Heuton, Chief Financial Officer

DATE: January 20, 2022

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 FY2022 are recommended for your approval.

The Federal Programs budget is amended by items 1 and 2. Both items consist of current year awards.

The State Programs budget is amended by items 3 and 4. Item 3 consists of current year awards. Item 4 consists of both current year awards and carryover funds.

The Self-Funded Programs budget is amended by items 5 - 7. Item 6 consists of carryover contributions. Item 7 consists of current year contributions. Item 5 consists of both carryover contributions and current year contributions.

1. Turnaround Action Grant, with transfers between lines
2. Epidemiology & Laboratory Capacity (ELC), with transfers between lines
3. CTE Middle School STEM Start-up Grant, totaling \$9,887
4. Safe Schools, with transfers between lines
5. Nursing Services, with transfers between lines
6. Character Education Donations, with a net increase of \$11,312
7. Supplemental Salaries, with a net increase of \$11,792

FEDERAL PROGRAMS

SOURCE OF FUNDS

January 20, 2022

	FEDERAL THROUGH STATE 47100	CARES FEDERAL THROUGH STATE 47300	OTHER FEDERAL THROUGH STATE 47590	TOTAL REVENUE	AMENDMENT ITEM #
BUDGET AMENDMENTS					
Turnaround Action Grant	-			-	1
Epidemiology & Laboratory Capacity (ELC)		(12,115,445)	12,115,445	-	2
	-	(12,115,445)	12,115,445	-	

FEDERAL PROGRAMS
USE OF FUNDS

January 20, 2022

	HEALTH SERVICES 72120	OTHER STUDENT SUPPORT 72130	REGULAR INSTRUCTION SUPPORT 72210	OFFICE OF THE PRINCIPAL 72410	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
BUDGET AMENDMENTS						
Turnaround Action Grant			(112,053)	112,053	-	1
Epidemiology & Laboratory Capacity (ELC)	568,037	(568,037)			-	2
	568,037	(568,037)	(112,053)	112,053	-	

STATE PROGRAMS
SOURCE OF FUNDS

January 20, 2022

BUDGET AMENDMENTS	STATE REVENUE 46000	TOTAL REVENUE	AMENDMENT ITEM #
CTE Middle School STEM Start-up Grant	9,887	9,887	3
Safe Schools	-	-	4
	<u>9,887</u>	<u>9,887</u>	

STATE PROGRAMS
USE OF FUNDS

January 20, 2022

BUDGET AMENDMENTS	REGULAR EDUCATION 71100	REGULAR INSTRUCTION SUPPORT 72210	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
CTE Middle School STEM Start-up Grant	9,887		9,887	3
Safe Schools	25,000	(25,000)	-	4
	<u>34,887</u>	<u>(25,000)</u>	<u>9,887</u>	

SELF-FUNDED PROGRAMS

SOURCE OF FUNDS

January 20, 2022

	RESTRICTED FOR EDUCATION FUND BALANCE	OTHER CHARGES FOR SERVICES	OTHER LOCAL REVENUES	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
BUDGET AMENDMENTS	34555	43990	44000		
Nursing Services		-		-	5
Character Education Donations	11,312			11,312	6
Supplemental Salaries			11,792	11,792	7
	11,312	-	11,792	23,104	

SELF-FUNDED PROGRAMS

USE OF FUNDS

January 20, 2022

BUDGET AMENDMENTS	VOCATIONAL EDUCATION PROGRAM 71300	HEALTH SERVICES 72120	REGULAR INSTRUCTION SUPPORT 72210	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Nursing Services		-		-	5
Character Education Donations			11,312	11,312	6
Supplemental Salaries	11,792			11,792	7
	<u>11,792</u>	-	11,312	23,104	

**HAMILTON COUNTY DEPT OF EDUCATION
 FEDERAL PROGRAMS
 TURNAROUND ACTION GRANT
 BUDGET FISCAL YEAR 2021-2022**

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2022			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		DOCUMENT			1/20/2022
141-2-155-0000-0-00000-471410-0000-0000-155	FY 22 Allocation	1,030,851			1,030,851
	Total Source of Funds	1,030,851	-	-	1,030,851

USE OF FUNDS SUMMARY

71100	Regular Instruction	222,160	-	-	222,160
72130	Other Student Support	217,237	-	-	217,237
72210	Instructional Support	491,339		(112,053)	379,286
72410	Office of the Principal	66,991	112,053	-	179,044
99100	Indirect Cost	33,124	-	-	33,124
	Total Use of Funds	1,030,851	112,053	(112,053)	1,030,851

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2022			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		DOCUMENT			1/20/2022
141-2-155-0000-0-72210-510530-0000-0000-155	Human Resources Coordinator (.3 FTE)	26,568			26,568
141-2-155-0000-0-72210-510530-0000-0000-155	Data Coordinator (.3 FTE)	28,025			28,025
141-2-155-0000-0-72210-518990-0000-0000-155	RTI Content Lead (.3 FTE)	25,665			25,665
141-2-155-0000-0-72210-518990-0000-0000-155	New Teacher Coach (.59 FTE)	36,993		(36,993)	-
141-2-155-0000-0-72210-518990-0000-0000-155	Missionary Ridge Math Coach (.3 FTE)	24,780			24,780
141-2-155-0000-0-72210-518990-0000-0000-155	Missionary Ridge ELA Coach (.3 FTE)	22,007			22,007
141-2-155-0000-0-72210-518990-0000-0000-155	Midtown ELA Coach 6-12 (.59 FTE)	49,236		(49,236)	-
141-2-155-0000-0-72210-518990-0000-0000-155	Midtown ELA Coach K-5 (.59 FTE)	45,430			45,430
141-2-155-0000-0-72210-518990-0000-0000-155	Midtown Math Coach (.3 FTE)	20,798			20,798
141-2-155-0000-0-72210-520110-0000-0000-155	Social Security	17,328		(5,346)	11,982
141-2-155-0000-0-72210-520410-0000-0000-155	Retirement	28,286		(8,882)	19,404
141-2-155-0000-0-72210-520610-0000-0000-155	Life Insurance	230		(80)	150
141-2-155-0000-0-72210-520710-0000-0000-155	Health Insurance	27,081		(9,333)	17,748
141-2-155-0000-0-72210-520810-0000-0000-155	Dental Insurance	1,115		(385)	730
141-2-155-0000-0-72210-521010-0000-0000-155	Unemployment Compensation	390		(134)	256
141-2-155-0000-0-72210-521210-0000-0000-155	Medicare	4,052		(1,251)	2,801
141-2-155-0000-0-72210-529910-0000-0000-155	Long Term Disability	559		(172)	387
141-2-155-0000-0-72210-529930-0000-0000-155	Short Term Disability	783		(241)	542
	Total 72210 - Instructional Support	359,326	-	(112,053)	247,273
141-2-155-0000-0-72410-518810-0000-0000-155	Bonus	-	95,000		95,000
141-2-155-0000-0-72410-520110-0000-0000-155	Social Security	-	5,890		5,890
141-2-155-0000-0-72410-520410-0000-0000-155	Retirement	-	9,785		9,785
141-2-155-0000-0-72410-521210-0000-0000-155	Medicare	-	1,378		1,378
	Total 72410 - Office of the Principal	-	112,053	-	112,053
141-2-155-0000-0-99100-559010-0000-0000-155	Indirect Costs	33,124			33,124
	Total 99100 - Indirect Cost	33,124	-	-	33,124
	Total Priority School Initiatives	392,450	112,053	(112,053)	392,450

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET DOCUMENT	INCREASE	DECREASE	AMENDED BUDGET 1/20/2022
Brainerd High					
141-2-155-0021-3-71100-511610-0000-0000-155	Academic Lab Teacher (.59 FTE)	31,565			31,565
141-2-155-0021-3-71100-511660-0000-0000-155	Part-Time Interventionist (1)	12,532			12,532
141-2-155-0021-3-71100-520110-0000-0000-155	Social Security	2,734			2,734
141-2-155-0021-3-71100-520410-0000-0000-155	Retirement	3,251			3,251
141-2-155-0021-3-71100-520610-0000-0000-155	Life Insurance	38			38
141-2-155-0021-3-71100-520710-0000-0000-155	Health Insurance	4,514			4,514
141-2-155-0021-3-71100-520810-0000-0000-155	Dental Insurance	186			186
141-2-155-0021-3-71100-521010-0000-0000-155	Unemployment Compensation	65			65
141-2-155-0021-3-71100-521210-0000-0000-155	Medicare	639			639
141-2-155-0021-3-71100-529910-0000-0000-155	Long Term Disability	63			63
141-2-155-0021-3-71100-529930-0000-0000-155	Short Term Disability	89			89
	Total 71100 - Regular Instruction	55,676	-	-	55,676
141-2-155-0021-3-72130-518990-0000-0000-155	College and Career Advisor (.59 FTE)	31,034			31,034
141-2-155-0021-3-72130-520110-0000-0000-155	Social Security	1,924			1,924
141-2-155-0021-3-72130-520410-0000-0000-155	Retirement	3,197			3,197
141-2-155-0021-3-72130-520610-0000-0000-155	Life Insurance	38			38
141-2-155-0021-3-72130-520710-0000-0000-155	Health Insurance	4,514			4,514
141-2-155-0021-3-72130-520810-0000-0000-155	Dental Insurance	186			186
141-2-155-0021-3-72130-521010-0000-0000-155	Unemployment Compensation	65			65
141-2-155-0021-3-72130-521210-0000-0000-155	Medicare	450			450
141-2-155-0021-3-72130-529910-0000-0000-155	Long Term Disability	62			62
141-2-155-0021-3-72130-529930-0000-0000-155	Short Term Disability	87			87
	Total 72130 - Other Student Support	41,557	-	-	41,557
141-2-155-0021-3-72210-516110-0000-0000-155	Secretary Attendance (.59 FTE)	23,895			23,895
141-2-155-0021-3-72210-520110-0000-0000-155	Social Security	1,481			1,481
141-2-155-0021-3-72210-520410-0000-0000-155	Retirement	3,513			3,513
141-2-155-0021-3-72210-520610-0000-0000-155	Life Insurance	38			38
141-2-155-0021-3-72210-520710-0000-0000-155	Health Insurance	4,514			4,514
141-2-155-0021-3-72210-520810-0000-0000-155	Dental Insurance	186			186
141-2-155-0021-3-72210-521010-0000-0000-155	Unemployment Compensation	65			65
141-2-155-0021-3-72210-521210-0000-0000-155	Medicare	346			346
141-2-155-0021-3-72210-529910-0000-0000-155	Long Term Disability	48			48
141-2-155-0021-3-72210-529930-0000-0000-155	Short Term Disability	67			67
	Total 72210 - Instructional Support	34,153	-	-	34,153
141-2-155-0021-3-72410-513910-0000-0000-155	Assistant Principal (.59 FTE)	52,510			52,510
141-2-155-0021-3-72410-520110-0000-0000-155	Social Security	3,256			3,256
141-2-155-0021-3-72410-520410-0000-0000-155	Retirement	5,409			5,409
141-2-155-0021-3-72410-520610-0000-0000-155	Life Insurance	38			38
141-2-155-0021-3-72410-520710-0000-0000-155	Health Insurance	4,514			4,514
141-2-155-0021-3-72410-520810-0000-0000-155	Dental Insurance	186			186
141-2-155-0021-3-72410-521010-0000-0000-155	Unemployment Compensation	65			65
141-2-155-0021-3-72410-521210-0000-0000-155	Medicare	761			761
141-2-155-0021-3-72410-529910-0000-0000-155	Long Term Disability	105			105
141-2-155-0021-3-72410-529930-0000-0000-155	Short Term Disability	147			147
	Total 72410 - Office of the Principal	66,991	-	-	66,991
	Total School	198,377	-	-	198,377
The Howard School					
141-2-155-0137-3-72130-518990-0000-0000-155	Behavior Management Specialist (.59 FTE)	23,895			23,895
141-2-155-0137-3-72130-518990-0000-0000-155	ESOL Transition Specialist (.59 FTE)	36,580			36,580
141-2-155-0137-3-72130-518990-0000-0000-155	Interpreter (.59 FTE)	15,930			15,930
141-2-155-0137-3-72130-520110-0000-0000-155	Social Security	4,737			4,737
141-2-155-0137-3-72130-520410-0000-0000-155	Retirement	9,622			9,622
141-2-155-0137-3-72130-520610-0000-0000-155	Life Insurance	115			115
141-2-155-0137-3-72130-520710-0000-0000-155	Medical Insurance	13,541			13,541
141-2-155-0137-3-72130-520810-0000-0000-155	Dental Insurance	558			558
141-2-155-0137-3-72130-521010-0000-0000-155	Unemployment Compensation	195			195
141-2-155-0137-3-72130-521210-0000-0000-155	Medicare	1,108			1,108
141-2-155-0137-3-72130-529910-0000-0000-155	Long Term Disability	153			153
141-2-155-0137-3-72130-529930-0000-0000-155	Short Term Disability	214			214
	Total 72130 - Other Student Support	106,648	-	-	106,648
	Total School	106,648	-	-	106,648

ACCOUNT CODE	DESCRIPTION	FY2022	AMENDED		
		BUDGET	BUDGET		
		DOCUMENT	INCREASE	DECREASE	1/20/2022
Dalewood Middle					
141-2-155-0055-2-71100-511660-0000-0000-155	Part-Time Interventionist (1)	12,532			12,532
141-2-155-0055-2-71100-520110-0000-0000-155	Social Security	777			777
141-2-155-0055-2-71100-520410-0000-0000-155	Retirement	1,291			1,291
141-2-155-0055-2-71100-521210-0000-0000-155	Medicare	182			182
	Total 71100 - Regular Instruction	14,782	-	-	14,782
141-2-155-0055-2-72130-518990-0000-0000-155	Behavior Management Specialist (.59 FTE)	24,190			24,190
141-2-155-0055-2-72130-520110-0000-0000-155	Social Security	1,500			1,500
141-2-155-0055-2-72130-520410-0000-0000-155	Retirement	3,556			3,556
141-2-155-0055-2-72130-520610-0000-0000-155	Life Insurance	38			38
141-2-155-0055-2-72130-520710-0000-0000-155	Medical Insurance	4,514			4,514
141-2-155-0055-2-72130-520810-0000-0000-155	Dental Insurance	186			186
141-2-155-0055-2-72130-521010-0000-0000-155	Unemployment Compensation	65			65
141-2-155-0055-2-72130-521210-0000-0000-155	Medicare	351			351
141-2-155-0055-2-72130-529910-0000-0000-155	Long Term Disability	48			48
141-2-155-0055-2-72130-529930-0000-0000-155	Short Term Disability	68			68
	Total 72130 - Other Student Support	34,516	-	-	34,516
	Total School	49,298	-	-	49,298
Clifton Hills Elementary					
141-2-155-0048-1-72210-518990-0000-0000-155	ELL Coach (.59 FTE)	36,551			36,551
141-2-155-0048-1-72210-520110-0000-0000-155	Social Security	2,266			2,266
141-2-155-0048-1-72210-520410-0000-0000-155	Retirement	3,765			3,765
141-2-155-0048-1-72210-520610-0000-0000-155	Life Insurance	38			38
141-2-155-0048-1-72210-520710-0000-0000-155	Health Insurance	4,514			4,514
141-2-155-0048-1-72210-520810-0000-0000-155	Dental Insurance	186			186
141-2-155-0048-1-72210-521010-0000-0000-155	Unemployment Compensation	65			65
141-2-155-0048-1-72210-521210-0000-0000-155	Medicare	530			530
141-2-155-0048-1-72210-529910-0000-0000-155	Long Term Disability	73			73
141-2-155-0048-1-72210-529930-0000-0000-155	Short Term Disability	102			102
	Total 72210--Instructional Support	48,090	-	-	48,090
	Total School	48,090	-	-	48,090
Calvin Donaldson Elementary					
141-2-155-0037-1-71100-511660-0000-0000-155	Part-Time Interventionist (1)	12,532			12,532
141-2-155-0037-1-71100-520110-0000-0000-155	Social Security	777			777
141-2-155-0037-1-71100-520410-0000-0000-155	Retirement	1,290			1,290
141-2-155-0037-1-71100-521210-0000-0000-155	Medicare	182			182
	Total 71100 - Regular Instruction	14,781	-	-	14,781
	Total School	14,781	-	-	14,781
Hardy Elementary					
141-2-155-0110-1-71100-511660-0000-0000-155	Part-Time Interventionist (2)	25,063			25,063
141-2-155-0110-1-71100-520110-0000-0000-155	Social Security	1,554			1,554
141-2-155-0110-1-71100-520410-0000-0000-155	Retirement	2,581			2,581
141-2-155-0110-1-71100-521210-0000-0000-155	Medicare	363			363
	Total 71100 - Regular Instruction	29,561	-	-	29,561
141-2-155-0110-1-72130-518990-0000-0000-155	Behavior Management Specialist (.59 FTE)	24,190			24,190
141-2-155-0110-1-72130-520110-0000-0000-155	Social Security	1,500			1,500
141-2-155-0110-1-72130-520410-0000-0000-155	Retirement	3,556			3,556
141-2-155-0110-1-72130-520610-0000-0000-155	Life Insurance	38			38
141-2-155-0110-1-72130-520710-0000-0000-155	Medical Insurance	4,514			4,514
141-2-155-0110-1-72130-520810-0000-0000-155	Dental Insurance	186			186
141-2-155-0110-1-72130-521010-0000-0000-155	Unemployment Compensation	65			65
141-2-155-0110-1-72130-521210-0000-0000-155	Medicare	351			351
141-2-155-0110-1-72130-529910-0000-0000-155	Long Term Disability	48			48
141-2-155-0110-1-72130-529930-0000-0000-155	Short Term Disability	68			68
	Total 72130 - Other Student Support	34,516	-	-	34,516
	Total School	64,077	-	-	64,077

ACCOUNT CODE	DESCRIPTION	FY2022			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		DOCUMENT			1/20/2022
Orchard Knob Elementary					
141-2-155-0194-1-71100-511610-0000-0000-155	STEM Lab Teacher (.59 FTE)	41,300			41,300
141-2-155-0194-1-71100-520110-0000-0000-155	Social Security	2,561			2,561
141-2-155-0194-1-71100-520410-0000-0000-155	Retirement	4,254			4,254
141-2-155-0194-1-71100-520610-0000-0000-155	Life Insurance	38			38
141-2-155-0194-1-71100-520710-0000-0000-155	Health Insurance	4,514			4,514
141-2-155-0194-1-71100-520810-0000-0000-155	Dental Insurance	186			186
141-2-155-0194-1-71100-521010-0000-0000-155	Unemployment Compensation	65			65
141-2-155-0194-1-71100-521210-0000-0000-155	Medicare	599			599
141-2-155-0194-1-71100-529910-0000-0000-155	Long Term Disability	83			83
141-2-155-0194-1-71100-529930-0000-0000-155	Short Term Disability	116			116
	Total 71100 - Regular Instruction	53,716	-	-	53,716
141-2-155-0194-1-72210-518990-0000-0000-155	Math Coach (.59 FTE)	37,969			37,969
141-2-155-0194-1-72210-520110-0000-0000-155	Social Security	2,354			2,354
141-2-155-0194-1-72210-520410-0000-0000-155	Retirement	3,911			3,911
141-2-155-0194-1-72210-520610-0000-0000-155	Life Insurance	38			38
141-2-155-0194-1-72210-520710-0000-0000-155	Health Insurance	4,514			4,514
141-2-155-0194-1-72210-520810-0000-0000-155	Dental Insurance	186			186
141-2-155-0194-1-72210-521010-0000-0000-155	Unemployment Compensation	65			65
141-2-155-0194-1-72210-521210-0000-0000-155	Medicare	551			551
141-2-155-0194-1-72210-529910-0000-0000-155	Long Term Disability	76			76
141-2-155-0194-1-72210-529930-0000-0000-155	Short Term Disability	106			106
	Total 72210 - Instructional Support	49,770	-	-	49,770
	Total School	103,486	-	-	103,486
Woodmore Elementary					
141-2-155-0245-1-71100-511610-0000-0000-155	STEM Lab Teacher (.59 FTE)	41,241			41,241
141-2-155-0245-1-71100-520110-0000-0000-155	Social Security	2,557			2,557
141-2-155-0245-1-71100-520410-0000-0000-155	Retirement	4,248			4,248
141-2-155-0245-1-71100-520610-0000-0000-155	Life Insurance	38			38
141-2-155-0245-1-71100-520710-0000-0000-155	Health Insurance	4,514			4,514
141-2-155-0245-1-71100-520810-0000-0000-155	Dental Insurance	186			186
141-2-155-0245-1-71100-521010-0000-0000-155	Unemployment Compensation	65			65
141-2-155-0245-1-71100-521210-0000-0000-155	Medicare	598			598
141-2-155-0245-1-71100-529910-0000-0000-155	Long Term Disability	82			82
141-2-155-0245-1-71100-529930-0000-0000-155	Short Term Disability	115			115
	Total 71100 - Regular Instruction	53,644	-	-	53,644
	Total School	53,644	-	-	53,644
	TOTAL BUDGET	1,030,851	112,053	(112,053)	1,030,851

**HAMILTON COUNTY DEPT OF EDUCATION
 FEDERAL PROGRAMS
 EPIDEMIOLOGY & LABORATORY CAPACITY (ELC)
 BUDGET FISCAL YEAR 2021-2022
 FY22 award is \$12,115,444.81**

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
		8/19/2021	INCREASE	DECREASE	1/20/2022
141-2-173-0000-0-00000-473010-0000-0000-173	Revenue	12,115,445	-	(12,115,445)	-
141-2-173-0000-0-00000-475900-0000-0000-173	Other Federal Through State	-	12,115,445	-	12,115,445
	Total Source of Funds	12,115,445	12,115,445	(12,115,445)	12,115,445

USE OF FUNDS SUMMARY

72120	Health Services	5,996,750	568,037	-	6,564,787
72130	Other Student Support	5,843,695	-	(568,037)	5,275,658
76100	Regular Capital Outlay	275,000	-	-	275,000
	Total Use of Funds	12,115,445	568,037	(568,037)	12,115,445

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
		8/19/2021	INCREASE	DECREASE	1/20/2022
141-2-173-0000-0-72120-510530-0000-0000-173	School Health Program Manager	78,589			78,589
141-2-173-0000-0-72120-510530-0000-0000-173	School Based Health Clinic Manager	65,000			65,000
141-2-173-0000-0-72120-513110-0000-0000-173	Nurses	3,133,014	402,816		3,535,830
141-2-173-0000-0-72120-513120-0000-0000-173	Contract Nurses	411,330			411,330
141-2-173-0000-0-72120-518990-0000-0000-173	COVID-19 Response Team Case Manager	48,750			48,750
141-2-173-0000-0-72120-520110-0000-0000-173	Social Security	206,172	24,974		231,146
141-2-173-0000-0-72120-520410-0000-0000-173	State Retirement	488,827	59,214		548,041
141-2-173-0000-0-72120-520610-0000-0000-173	Life Insurance	4,745	585		5,330
141-2-173-0000-0-72120-520710-0000-0000-173	Medical Insurance	558,450	68,850		627,300
141-2-173-0000-0-72120-520810-0000-0000-173	Dental	22,995	2,835		25,830
141-2-173-0000-0-72120-521010-0000-0000-173	Unemployment	8,030	990		9,020
141-2-173-0000-0-72120-521210-0000-0000-173	Employer Medicare	48,218	5,840		54,058
141-2-173-0000-0-72120-529910-0000-0000-173	Long Term Disability	6,651	805		7,456
141-2-173-0000-0-72120-529930-0000-0000-173	Short Term Disability	9,311	1,128		10,439
141-2-173-0000-0-72120-541310-0000-0000-173	Drugs and Medical Supplies	400,000			400,000
141-2-173-0000-0-72120-573510-0000-0000-173	Equipment - Health	250,000			250,000
	Total 72120 - Health Services	5,740,082	568,037	-	6,308,119
141-2-173-0000-0-72130-516210-0000-0000-173	Health Services Administrative Assistant	42,836			42,836
141-2-173-0000-0-72130-518990-0000-0000-173	COVID-19 Response Fellow	80,000			80,000
141-2-173-0000-0-72130-520110-0000-0000-173	Social Security	7,616			7,616
141-2-173-0000-0-72130-520410-0000-0000-173	State Retirement	18,057			18,057
141-2-173-0000-0-72130-520610-0000-0000-173	Life Insurance	130			130
141-2-173-0000-0-72130-520710-0000-0000-173	Medical Insurance	15,300			15,300
141-2-173-0000-0-72130-520810-0000-0000-173	Dental	630			630
141-2-173-0000-0-72130-521010-0000-0000-173	Unemployment	220			220
141-2-173-0000-0-72130-521210-0000-0000-173	Employer Medicare	1,781			1,781
141-2-173-0000-0-72130-529910-0000-0000-173	Long Term Disability	246			246
141-2-173-0000-0-72130-529930-0000-0000-173	Short Term Disability	344			344
141-2-173-0000-0-72130-535520-0000-0000-173	Travel - Mileage	9,500			9,500
141-2-173-0000-0-72130-539990-0000-0000-173	Other Contracted Services	5,665,535		(568,037)	5,097,498
141-2-173-0000-0-72130-559990-0000-0000-173	Other Charges	1,500			1,500
	Total 72130 - Other Student Support	5,843,695	-	(568,037)	5,275,658
141-2-173-0000-0-76100-570710-0000-0000-173	Building Improvements	275,000			275,000
	Total 76100 - Regular Capital Outlay	275,000	-	-	275,000
	Total Hamilton County Schools	11,858,777	568,037	(568,037)	11,858,777

Charter Schools

Chattanooga Girls Leadership Academy

141-2-173-8001-3-72120-513120-0000-0000-173
141-2-173-8001-3-72120-541310-0000-0000-173
141-2-173-8001-3-72120-559990-0000-0000-173

Contract Nurses	67,375		67,375
Drugs and Medical Supplies	1,500		1,500
Other Charges	20,992		20,992
Total 72120 - Health Services	89,867	-	89,867
Total Chattanooga Girls Leadership Academy	89,867	-	89,867

Ivy Academy

141-2-173-8002-3-72120-541310-0000-0000-173
141-2-173-8002-3-72120-559990-0000-0000-173

Drugs and Medical Supplies	19,624		19,624
Other Charges	45,177		45,177
Total 72120 - Health Services	64,801	-	64,801
Total Ivy Academy	64,801	-	64,801

Chattanooga Charter School of Excellence

141-2-173-8003-3-72120-541310-0000-0000-173
141-2-173-8003-3-72120-559990-0000-0000-173

Drugs and Medical Supplies	4,115		4,115
Other Charges	43,885		43,885
Total 72120 - Health Services	48,000	-	48,000
Total Chatt Charter School of Excellence	48,000	-	48,000

Chattanooga Charter School of Excellence Middle

141-2-173-8010-2-72120-541310-0000-0000-173
141-2-173-8010-2-72120-559990-0000-0000-173

Drugs and Medical Supplies	2,000		2,000
Other Charges	22,000		22,000
Total 72120 - Health Services	24,000	-	24,000
Total Chatt Charter School of Excellence Middle	24,000	-	24,000

Chattanooga Preparatory

141-2-173-8011-5-72120-513120-0000-0000-173

Contract Nurse	30,000		30,000
Total 72120 - Health Services	30,000	-	30,000
Total Chattanooga Preparatory	30,000	-	30,000
Total Charter Schools	256,668	-	256,668

TOTAL BUDGET	12,115,445	568,037	(568,037)	12,115,445
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**HAMILTON COUNTY DEPARTMENT OF EDUCATION
STATE PROGRAMS
CTE MIDDLE SCHOOL STEM START-UP GRANT
BUDGET FISCAL YEAR 2021-2022**

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 1/20/2022
141-1-230-0000-0-00000-465900-0000-0000	Other State Education Funds	9,887
	Total Source of Funds	9,887

USE OF FUNDS SUMMARY

71100	Regular Instruction	9,887
	Total Use of Funds	9,887

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 1/20/2022
141-1-230-0000-0-71100-572210-0000-0000	Instructional Equipment	9,887
	Total 71100 - Regular Instruction	9,887
	TOTAL BUDGET	9,887

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
STATE PROGRAMS
SAFE SCHOOLS
BUDGET FISCAL YEAR 2021-2022**
FY21 carryover is \$695,383.88
FY22 award is \$672,270.00

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET	
		10/21/2021	INCREASE	DECREASE	1/20/2022
141-1-237-0000-0-00000-465900-0000-0000-237	Other State Education Funds	1,367,654	-	-	1,367,654
	Total Source of Funds	1,367,654	-	-	1,367,654

USE OF FUNDS SUMMARY

71100	Regular Instruction	50,000	25,000	-	75,000
72130	Other Student Support	254,535	-	-	254,535
72210	Instructional Support	1,063,119	-	(25,000)	1,038,119
	Total Use of Funds	1,367,654	25,000	(25,000)	1,367,654

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET	
		10/21/2021	INCREASE	DECREASE	1/20/2022
141-1-237-0000-0-71100-539990-0000-0000-237	Other Contracted Services	50,000	25,000		75,000
	Total 71100 - Regular Instruction	50,000	25,000	-	75,000
141-1-237-0000-0-72130-517010-0000-0000-237	Security Officers	156,294			156,294
141-1-237-0000-0-72130-520110-0000-0000-237	Social Security	9,690			9,690
141-1-237-0000-0-72130-520410-0000-0000-237	State Retirement	22,975			22,975
141-1-237-0000-0-72130-520610-0000-0000-237	Life Insurance	260			260
141-1-237-0000-0-72130-520710-0000-0000-237	Medical Insurance	30,600			30,600
141-1-237-0000-0-72130-520810-0000-0000-237	Dental	1,260			1,260
141-1-237-0000-0-72130-521010-0000-0000-237	Unemployment Compensation	440			440
141-1-237-0000-0-72130-521210-0000-0000-237	Medicare	2,266			2,266
141-1-237-0000-0-72130-529910-0000-0000-237	Long Term Disability	313			313
141-1-237-0000-0-72130-529930-0000-0000-237	Short Term Disability	437			437
141-1-237-0000-0-72130-539990-0000-0000-237	Other Contracted Services	10,000			10,000
141-1-237-0000-0-72130-559990-0000-0000-237	Other Charges	20,000			20,000
	Total 72130 - Other Student Support	254,535	-	-	254,535
141-1-237-0000-0-72210-518990-0000-0000-237	Other Salaries	10,000			10,000
141-1-237-0000-0-72210-519610-0000-0000-237	In-Service/Stipends	21,678			21,678
141-1-237-0000-0-72210-520110-0000-0000-237	Social Security	1,964			1,964
141-1-237-0000-0-72210-520410-0000-0000-237	State Retirement	2,893			2,893
141-1-237-0000-0-72210-521210-0000-0000-237	Employer Medicare	459			459
141-1-237-0000-0-72210-549990-0000-0000-237	Other Supplies & Materials	1,016,125		(25,000)	991,125
141-1-237-0000-0-72210-552410-0000-0000-237	In-Service/Stipends	10,000			10,000
	Total 72210 - Instructional Support	1,063,119	-	(25,000)	1,038,119
	TOTAL BUDGET	1,367,654	25,000	(25,000)	1,367,654

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 NURSING SERVICES
 BUDGET FISCAL YEAR 2021-2022**
 FY21 carryover is \$200,215.40

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2022			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		DOCUMENT			1/20/2022
141-5-419-0000-0-00000-439900-0000-0000	Other Charges for Services	42,500			42,500
	Total Source of Funds	42,500	-	-	42,500

USE OF FUNDS SUMMARY

72120	Health Services	42,500	15,000	(15,000)	42,500
	Total Use of Funds	42,500	15,000	(15,000)	42,500

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2022			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		DOCUMENT			1/20/2022
141-5-419-0000-0-72120-539990-0000-0000	Other Contracted Services	20,000		(15,000)	5,000
141-5-419-0000-0-72120-541310-0000-0000	Drugs and Medical Supplies	9,000	6,000		15,000
141-5-419-0000-0-72120-543510-0000-0000	Office Supplies	6,000			6,000
141-5-419-0000-0-72120-549990-0000-0000	Other Supplies & Materials	3,500	3,000		6,500
141-5-419-0000-0-72120-552410-0000-0000	In-Service/Staff Development	250	6,000		6,250
141-5-419-0000-0-72120-573510-0000-0000	Equipment	3,750			3,750
	Total 72120 - Health Services	42,500	15,000	(15,000)	42,500
	TOTAL BUDGET	42,500	15,000	(15,000)	42,500

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 CHARACTER EDUCATION DONATIONS
 BUDGET FISCAL YEAR 2021-2022**
 FY21 carryover is \$32,512.79

SOURCE OF FUNDS

<u>ACCOUNT CODE</u>	<u>DESCRIPTION</u>	<u>FY2022 BUDGET 9/16/2021</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED BUDGET 1/20/2022</u>
141-5-448-0000-0-00000-4T4555-0000-0000	Restricted for Education	21,200	11,312		32,512
	Total Source of Funds	21,200	11,312	-	32,512

USE OF FUNDS SUMMARY

72210	Instructional Support	21,200	21,312	(10,000)	32,512
	Total Use of Funds	21,200	21,312	(10,000)	32,512

USE OF FUNDS DETAIL

<u>ACCOUNT CODE</u>	<u>DESCRIPTION</u>	<u>FY2022 BUDGET 9/16/2021</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED BUDGET 1/20/2022</u>
141-5-448-0000-0-72210-535520-0000-0000	Mileage	2,000		(2,000)	-
141-5-448-0000-0-72210-539940-0000-0000	Contracted Printing	7,000	5,912		12,912
141-5-448-0000-0-72210-539990-0000-0000	Other Contracted Services	4,000	11,000		15,000
141-5-448-0000-0-72210-549990-0000-0000	Other Supplies And Materials	1,000		(1,000)	-
141-5-448-0000-0-72210-552410-0000-0000	In Service/Staff Development	5,000		(5,000)	-
141-5-448-0000-0-72210-559990-0000-0000	Other Charges	200	4,400		4,600
141-5-448-0000-0-72210-572210-0000-0000	Equipment	2,000		(2,000)	-
	Total 72210 - Instructional Support	21,200	21,312	(10,000)	32,512
	TOTAL BUDGET	21,200	21,312	(10,000)	32,512

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 SUPPLEMENTAL SALARIES
 BUDGET FISCAL YEAR 2021-2022**

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		
		12/9/2021	INCREASE	DECREASE
141-5-493-0000-0-00000-445700-0000-0000-493	Contributions & Gifts	2,140,479	11,792	-
		2,140,479	11,792	-

USE OF FUNDS SUMMARY

		AMENDED BUDGET		
		12/9/2021	INCREASE	DECREASE
71100	Regular Instruction	2,140,479	-	-
71300	CTE Instruction	-	11,792	-
	Total Use of Funds	2,140,479	11,792	-

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		
		12/9/2021	INCREASE	DECREASE
<u>CSLA</u>				
141-5-493-0162-1-71100-511660-0000-0000-493	Teacher - No Benefits	21,400		21,400
141-5-493-0162-1-71100-520110-0000-0000-493	Social Security	1,330		1,330
141-5-493-0162-1-71100-521210-0000-0000-493	Employer Medicare	311		311
	Total 71100 - Regular Instruction	23,041	-	-
	Total CSLA	23,041	-	-
<u>Urban League-TDOE Connected Literacy</u>				
141-5-493-0000-0-71100-513450-0000-9200-493	Teacher - Tutoring	1,795,200		1,795,200
141-5-493-0000-0-71100-520110-0000-9200-493	Social Security	111,302		111,302
141-5-493-0000-0-71100-520410-0000-9200-493	State Retirement	184,906		184,906
141-5-493-0000-0-71100-521210-0000-9200-493	Medicare	26,030		26,030
	Total 71100 - Regular Instruction	2,117,438	-	-
	Total Urban League	2,117,438	-	-
<u>TCAT Stipends</u>				
141-5-493-0000-0-71300-514090-0000-0000-493	Stipend Other	-	10,000	10,000
141-5-493-0000-0-71300-520110-0000-0000-493	Social Security	-	620	620
141-5-493-0000-0-71300-520410-0000-0000-493	State Retirement	-	1,027	1,027
141-5-493-0000-0-71300-521210-0000-0000-493	Medicare	-	145	145
	Total 71300 - CTE Instruction	-	11,792	-
	Total TCAT Stipends	-	11,792	-
	TOTAL BUDGET	2,140,479	11,792	-

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

MEMORANDUM

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Mary Ellen Heuton, CPA
Chief Financial Officer

Date: January 20, 2022

RE: **FY22 Budget Amendment – General Purpose**

Board approval is requested to amend the FY22 General Purpose Operating Budget as follows:

- Transfers between accounts to reclassify existing budget appropriations between various accounts as indicated in the attachment. These transfers will not increase the total FY22 budget.
- Appropriate unassigned fund balance for the one-time expenditures listed below. An analysis of fund balance is being provided in the attachment.
 - \$558,500 for Washington Alternative Renovation
 - \$3,069,781 for CCA HVAC Replacement – Phase 3
 - \$157,042 for Purchase of Leased Portable Buildings at Bess T. Shepherd and Howard High School
 - \$46,062 for Purchase of Docuware and Data Conversion from old HR system
 - \$22,700 for a Vulnerability Assessment
 - \$5,000,000 commitment for future textbook purchases for math curriculum

Recommendation: It is recommended that the Board approve the amendment to the FY22 General Purpose Operating Budget to reallocate appropriations between various expense line items and appropriate surplus funds for various one-time expenditures.

Hamilton County Schools
 General Purpose Budget Amendment - Transfers between Accounts
 Fiscal Year 2022
 January 5, 2022

Munis Account Number	Type	Department	Object Description	FY22 Revised Budget Increase/(Decrease)
141-1-820-2000-0-72710-531510-0000-0000-	E	Transportation	Contracts w/Vehicle Owners	450,000.00
141-1-820-2000-0-72710-531410-0000-0000-	E	Transportation	Contracts w/Public Carriers	(450,000.00)
141-1-820-2000-0-72710-543510-0000-0000-	E	Transportation	Office Supplies	2,500.00
141-1-820-2000-0-72710-552410-0000-0000-	E	Transportation	In Service/Staff Development	(2,500.00)

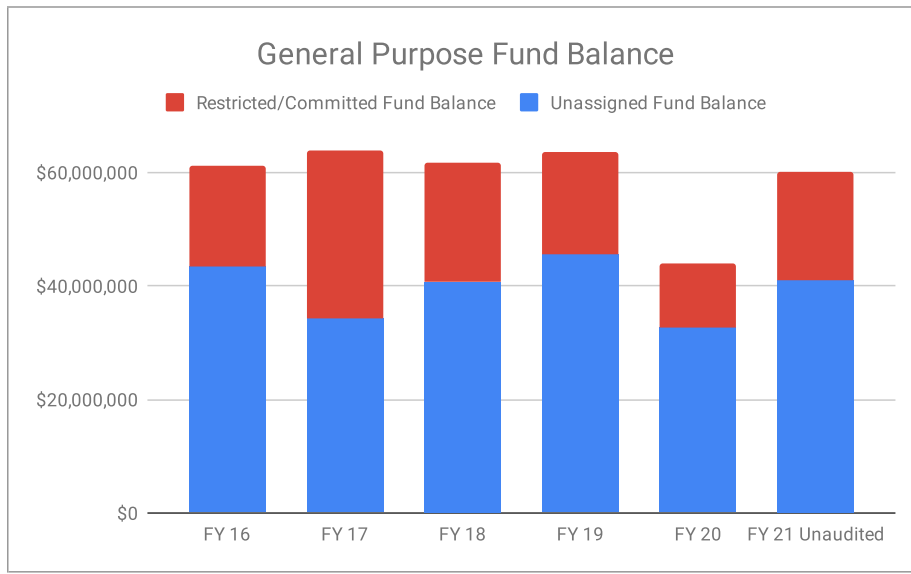
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Hamilton County Schools
Fund Balance Analysis
Fiscal Year 2021
January 13, 2022

	Fund Balance Audited 6/30/20	FY 21 Activity	Fund Balance Unaudited 6/30/21
Nonspendable	108,350	(108,350)	-
Restricted for Education - Self Funded Grants	3,333,346	583,450	3,916,796
Restricted for Instruction - Career Ladder	-	31,756	31,756
Reitree Hybrid Stabilization	-	6,060,309	6,060,309
Committed for Education - Encumbrances	5,484,932	2,567,211	8,052,143
Committed for Education - Telecommunications	-	-	-
Committed for Instruction - Textbooks	600,000	(600,000)	-
Assigned for Education - Technology	1,691,800	(629,866)	1,061,934
Unassigned	32,632,838	8,448,470	41,081,308
Total Fund Balance	43,851,266	16,352,980	60,204,246
<i>% of Operating Budget</i>			13.86%
Minimum Required - 3% of Operating Budget <i>Tennessee Code Annotated (TCA) 49-3-352</i>			13,030,091
Amount in Excess of Minimum Required			47,174,154

Hamilton County Schools
Fund Balance History
Fiscal Year 2021
January 13, 2022

	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21 Unaudited
Unassigned Fund Balance	\$43,535,753	\$34,219,618	\$40,779,761	\$45,597,032	\$32,632,838	\$41,081,307
Restricted/Committed Fund Balance	\$17,715,788	\$29,547,871	\$20,955,875	\$17,947,394	\$11,218,428	\$19,122,939
Total General Purpose Fund Balance	\$61,251,541	\$63,767,489	\$61,735,636	\$63,544,426	\$43,851,266	\$60,204,246



Hamilton County Schools
Fund Balance Activity
Fiscal Year 2022
January 13, 2022

Unassigned Fund Balance at 6/30/2021		\$ 41,081,308
Estimated funds to be released from Committed for Education - Encumbrances*		4,800,000
<i>August GP Budget Amendment</i>		
Appropriated for Capital Maintenance	(1,000,000)	
Appropriated for Athletic and Performing Arts Lost Revenue	(300,000)	
Total August GP Budget Amendment		(1,300,000)
<i>October GP Budget Amendment</i>		
Appropriated for Bus Parking at the Old Head Start location	(1,000,000)	
Appropriated for Furniture for the Repurposing of Hillcrest	(75,000)	
Appropriated for extra services for Chromebooks funded by ECF funding	(359,288)	
Reappropriate funds for the Global Center for Digital Innovation (GCDI)	(170,525)	
Total October GP Budget Amendment		(1,604,813)
Estimated Unassigned Fund Balance before January Proposed Amendment		\$ 42,976,495
<i>Potential Appropriations for January GP Budget Amendment</i>		
Washington Alternative Renovation	(558,500)	
Center for Creative Arts HVAC Replacement - Phase 3	(3,069,781)	
Purchase of currently leased portable buildings - Bess T. Shepherd and Howard HS	(157,042)	
Docuware Purchase and Data Conversion from old HR System	(46,062)	
Vulnerability Assessment	(22,700)	
Commit for Textbooks - set aside for future Math purchase	(5,000,000)	
Total Potential Appropriations for January GP Budget Amendment		(8,854,085)
Potential Ending Fund Balance		\$ 34,122,410

* This represents Purchase Orders in ESSER funds that were open 6/30/21 that will be funded with ESSER revenue to be received in FY22

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

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Justin Robertson
Superintendent

FROM: Mary Ellen Hueton
Chief Financial Officer

DATE: January 20, 2022

RE: Second and Final Reading
Proposed Policy Revisions

Based on administration review of policies, the following policy revision has been made for second and final reading. The policy listed below has been reviewed and updated in consultation and under the advisement of the board's attorneys.

Policy #	Policy Title	Proposed Revisions/Additions
2.403	Personal Property Sales	Updated language for accuracy, Lines 7, 11, 14 changed values from "\$250" to "\$500" per the relevant law. Changes in red.

The changes are presented for second read and final reading, upon approval will become effective immediately.

Hamilton County Board of Education

Monitoring: Review: Annually in January	Descriptor Term: Personal Property Sales	Descriptor Code: 2.403	Issued Date: 07/12/12
		Rescinded:	Revised: 01/20/22

General

When equipment, books, materials, and other personal property no longer have an intended use by the system or are no longer capable of being used because of condition, the Board shall declare them surplus property and authorize their disposal.¹

All items which have a value above \$500.00 shall be sold, within ninety (90) days of being declared surplus, to the highest bidder after advertising in a local newspaper at least seven (7) days prior to the sale. Sales may also be conducted through online auctions as allowed by state law.

Surplus property which has no value or has a value of less than \$500.00 may be disposed of without the necessity of bids. In order for such disposal without bids, the principal of the school and/or the appropriate director with the surplus personal property, the director of schools and the chairman of the board must all agree in written form that the property is of no value or is less than \$500.00 in value.

Other schools shall have priority in sale or transfer of surplus property.

~~Other county agencies shall be made aware of surplus property in order to determine if they have a need for the property.~~ The Board may also transfer surplus real or personal property to the county or to any municipality within the county for public use without the requirement of competitive bidding or sale.

If reasonable attempts to dispose of the surplus property fails to produce a monetary return to the system, the staff shall dispose of it in one of the following manners:

1. Remove salvageable parts.
2. Take material to the county dump.
3. Document description and disposal date.

Legal References:

1. TCA 49-6-2006; TCA 49-6-2007; TCA 49-6-2208;
TCA 12-2-403(a)(1)-(4)

Cross References:

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

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Justin Robertson
Superintendent

FROM: Marisa Moyers
School Health Manager

DATE: January 20, 2022

RE: Second and Final Reading
Proposed Policy Additions

Based on administration review of policies, the following policy addition has been made for second and final reading. The policy listed below has been reviewed and updated in consultation and under the advisement of the board's attorneys.

Policy #	Policy Title	Proposed Revisions/Additions
5.703	Private Duty Nurses	New policy, outlines the duties of private duty nurse working in Hamilton County Schools, and clarifies the regulations under which private duty nurses must operate. Changes in red.

The changes are presented for second read and final reading, upon approval will become effective immediately.

Hamilton County Board of Education

Monitoring: Review: Annually in March	Descriptor Term: Private Duty Nurses	Descriptor Code: 5.703	Issued Date: 01/20/22
		Rescinded:	Revised: 01/20/22

1
2 The Hamilton County Board of Education recognizes that many students have particular medical needs
3 that require attention beyond the scope of services provided by nurses in the Hamilton County Schools.
4 Many of these students require private duty nurses who operate under orders from the student's doctor.
5 In such cases, the Hamilton County Department of Education must work with the families to develop
6 appropriate plans under Section 504 that account for the work of these private duty nurses.
7

8 For purposes of this policy, a private duty nurse is a nurse employed by a student's parent or legal
9 guardian, an outside agency, or any entity other than the Hamilton County Board of Education. Private
10 duty nurses will not be considered or classified as employees or agents of the Hamilton County Board
11 of Education.
12

13 Duties of the Private Duty Nurse

14
15 The private duty nurse is responsible for all of a particular student's medical care over and above the
16 health services provided by the school nurse while the student is at school, under the care and
17 supervision of the Hamilton County Department of Education, and/or on any Hamilton County
18 Department of Education vehicles as described in the student's 504 plan. Such care provided by
19 private duty nurses includes, but is not limited to, assessment of the student's health, administration of
20 medications, completion of nursing procedures, and responding to emergency situations. The private
21 duty nurse is expected to perform all necessary and assigned duties associated with, and in furtherance
22 of the care of, the student to which he or she is assigned at all times while present at school.
23

24 The private duty nurse is responsible for handling all medical emergencies which may occur for his or
25 her client. Medical services provided by the private duty nurse for his or her client shall be as non-
26 disruptive and non-intrusive as possible.
27

28 The private duty nurse is only responsible for medical services for the student(s) for which he or she is
29 designated to be responsible. Information pertaining to the student(s) for which a particular private
30 duty nurse is responsible will be kept on file at the student's school. The private duty nurse shall not be
31 asked to provide medical services of any type to any other student, staff, or visitors.
32

33 The private duty nurse may be requested to attend IEP (individualized education plan), IHP
34 (individualized health plan), or Section 504 meetings about his or her client to provide relevant
35 medical information. Any such necessary attendance will be established prior to the meeting. Private
36 duty nurses are not responsible for the development of IEPs or Section 504 plans regarding the
37 student's health history and needs. Services provided by private duty nurses are separate from the
38 services outlined in the student's IEP, which are determined through the IEP process.
39

40 Private duty nurses are expected to abide by all Hamilton County Department of Education and
41 individual school policies and procedures, unless specifically stated otherwise in the student's IHP.
42

1 The private duty nurse shall follow the provisions set forth in any agreement established between the
2 private duty nurse's employer and the Hamilton County Department of Education.

3
4 The employer of the private duty nurse is responsible for providing all necessary training for the
5 private duty nurse. The private duty nurse shall be adequately trained to provide all care necessary to
6 the student to which he or she is assigned.

7
8 The private duty nurse and/or his or her employer are responsible for ensuring that a substitute
9 caregiver for a student is available and able to attend to the student at school in the event the private
10 duty nurse is absent. The private duty nurse and/or his or her employer will provide advance notice of
11 all such absences as well as the identity of the individual who will provide substitute care **at least 24**
12 **hours** in advance of the private duty nurse's absence when possible.

13
14 Each day that they provide care for a student attending a school in the Hamilton County School
15 System, private duty nurses will sign in at the school's front office when they enter the school and will
16 sign out when they leave.

17
18 Regulations Governing the Work of Private Duty Nurses in the Hamilton County Schools

19
20 Private duty nurses must adhere to the American Nurses Association Code of Ethics for Nurses.

21
22 The Hamilton County Department of Education does not exercise any control over the private nurse's
23 medical actions and, except in a medical emergency, will not furnish any tools, equipment or materials
24 to the private duty nurse. Teachers and any other Hamilton County Department of Education staff
25 shall not request the private duty nurse to assist with any tasks, medical or otherwise, for any students
26 other than the private duty nurse's own client.

27
28 The private duty nurse shall be allowed to access his or her client at all times.

29
30 Teachers and other Hamilton County Department of Education staff shall not share educational
31 information with any private duty nurse unless necessary for medical planning purposes for his or her
32 client or except as authorized by the parent or legal guardian. Absent any such authorization or
33 necessity for medical planning purposes, private duty nurses shall provide no input or in any way
34 interfere with, comment on, or impede the student's education and any classroom instruction. The
35 only exception shall be if any such interruption is necessary due to the student's medical care.

36
37 While present in a Hamilton County Department of Education school, a private duty nurse shall report
38 to a school administrator if he or she has any questions, concerns, or if any issues relevant to the
39 private duty nurse, his or her duties, and/or his or her student arise.

40
41 At all times while present in a Hamilton County Department of Education school, private duty nurses
42 will adhere to and abide by all rules, regulations, policies, and procedures set forth by school
43 administrators.

44
45 All private duty nurses will submit to required background checks **in compliance with Hamilton**
46 **County Department of Education policies**. The employer of each private duty nurse will ensure that

1 such background checks are conducted and will provide proof of the completion of all such
2 background checks and verification that the results would not preclude the private duty nurse from
3 employment.
4

5 Upon commencing care for a student within the Hamilton County School System, each private duty
6 nurse will complete an information sheet which will be kept on file at the school attended by the
7 private duty nurse’s client and the School Health Services office. This information sheet will include
8 necessary background information on the private duty nurse including, but not limited to, contact
9 information, the private duty nurse’s employer, the name of the individual who will fulfill the duties of
10 the private duty nurse in the event the private duty nurse must be absent, and the schedule of dates and
11 times during which the private duty nurse will be present at the school.
12

13 This policy and related Hamilton County Department of Education policies and procedures shall be
14 reviewed by school nurses, private duty nurses and the parents or legal guardians who employ private
15 duty nurses
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45 _____
46 Legal References:

Cross References:



**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

Justin Robertson, ED.D.
Superintendent

From: David Eaves
Director of Transportation

Brandon Allen
Transportation Compliance Manager

Date: January 20, 2022

Re: **First Student Contract-1 year extension**

I am recommending the additional 1 year extension to the First Student contract from July 2022 through May 2023. A signed copy of the original contract has been attached for your review and only requires verbal approval.

This is the final extension on the contract.

Thank you for your consideration.

SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 25th day of April 2019, by and between the Hamilton County Board of Education, with principal offices at 3074 Hickory Valley Road Chattanooga, Tennessee 37421, (hereinafter called "District"), and First Student, Inc., with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755 and local business offices for purposes of this Agreement located at 2501 Dodds Ave Chattanooga, TN 37407 (hereinafter called "Contractor").

WITNESSETH

WHEREAS, District has selected Contractor to provide the pupil transportation services described herein; and

WHEREAS, Contractor desires to provide such transportation services,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

SECTION 1: TERM

- 1.1 The term of this Agreement shall commence July 1, 2019 and shall continue through June 30, 2022. This Agreement may be extended by mutual written agreement for 1 (one) additional one-year period, the negotiation process for each extension including the negotiation of new economic terms, to occur on or before February 1st of the preceding school year. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on February 1 during the term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

- 2.1 Contractor shall, during the term of this Agreement, supply and maintain such school buses (in quantity and capacity) and personnel as are required to fulfill District's needs for transportation services as described in the Bid Specifications and Contractor's Proposal. In the event of a conflict between these documents and the provisions of this Agreement, this Agreement will control. Otherwise, the terms of the Bid Specifications and Contractor's Proposal shall govern the parties' relationship, in that order of precedence.
- 2.2 District and Contractor will consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring Transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. District may increase or decrease services to be provided by Contractor ("Schedule Readjustments"). However, where Schedule Readjustments impact by 5% or more the service levels or equipment levels required of Contractor under the assumed routes, schedules, days of service, hours or miles, or vehicle requirements contained in the RFP, Contractor shall be permitted to adjust rates commensurately to cover increases or decreases in cost structure associated with such changes by District.

SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for services rendered hereunder, District shall pay to Contractor all undisputed sums due and owing in accordance with the rates set forth in Exhibit A, as may be adjusted from time to time as provided herein.
- 3.2 Contractor will submit to District monthly statements of its services rendered during the prior month. After verification of the statement, District shall pay the full amount due to Contractor on or before the 10th business day following the date on which the statement has been submitted.
- 3.3 In the event the Contractor should fail to adhere to a material expectation of the District including, but not limited to, timely pick-up of passengers, late arrival to school, late departure from school, failure to have sufficient drivers to serve the District's routes, etc., then the District may impose liquidated damages as set forth in Exhibit B.
- 3.4 In the event that any statement amount is disputed by District, District shall deliver written notice specifying the disputed amount to Contractor within 5 days of receipt of the statement by District. In the absence of District timely providing said written notice, District waives any right to dispute said statement in the future. District shall pay all amounts not disputed to Contractor on or before the 10th business day following the date on which the statement has been submitted.

SECTION 4: ESCALATION

- 4.1 District and Contractor recognize that certain of Contractor's costs are subject to change during the term of this Agreement. As such, District and Contractor have negotiated escalation amounts set forth in Exhibit A.
- 4.2 In the event of unusual circumstances, such as changes in state or federal taxes, laws or specifications (to include but not be limited to any requirements that seat belts be installed in vehicles), or any other condition which causes any of Contractor's operating costs hereunder to increase at a rate in excess of any negotiated escalation, then the parties shall determine a reasonable and just amount to cover such increase, and rates of Contractor compensation set forth in Exhibit A shall be adjusted to reflect such increase.
- 4.3 In the event of a driver shortage, Contractor and District shall meet and negotiate in good faith to reasonably compensate Contractor for the increase in unavoidable labor costs. A driver shortage shall mean that the Contractor is able to employ less than 60% of the drivers needed to meet the District's service requirements.

SECTION 5: FUEL

- 5.1 Contractor shall purchase at its own cost, including taxes, all fuel required for the operation of buses hereunder.

- 5.2 The Base Fuel Price for the first year of the contract is assumed at \$ 2.25 per gallon for diesel and gasoline per the U.S. Department of Energy Information spot prices for the Gulf Coast for each month during the contract period.
53. Should the average cost per gallon differ from the "Base Fuel Cost" by more than \$0.10 cents per gallon plus or minus, the Proposer shall adjust to reflect the actual cost of fuel by providing an invoice adjustment for the change in cost. The amount to be either credited or invoiced for shall be based on an average of 6.5 miles per gallon and based on the loaded route miles as established each year by the Hamilton County Schools Transportation Department.

SECTION 6: ROUTES AND SCHEDULES

- 6.1 District shall be primarily responsible for planning all routes, stops and schedules.
- 6.2 Contractor shall provide District assistance as requested during route development.
- 6.3 District reserves the right to establish the routes and schedules to be followed and to make changes therein from time to time. District shall notify Contractor whenever changes are necessary in routes or time schedules, and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within five (5) business days after notice is received from District. District shall waive its right to assess any liquidated damage or penalty in accordance with Section 2.3. In the event District changes routes or schedules once service has begun or been published, District will republish changes or other notification to those patrons whose service has been changed. Contractor shall consult with District as to stops or portions of routes that Contractor considers to be a safety concern due to traffic patterns or configurations. In the event any stop or portion of a route remains unchanged by District after such discussions, and Contractor believes such stop or route presents an unacceptable safety risk to Contractor's property or students, Contractor may reject the stop or route portion and provide District with alternative designations by written notice.

SECTION 7: RECORDS AND REPORTS

- 7.1 Contractor shall provide within 72 hours of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.
- 7.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.
- 7.3 Contractor shall immediately notify the Superintendent of Schools, or his or her designated representative, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or an accident

reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Written notification shall contain a full and complete statement of all relative facts including police case number when available.

SECTION 8: INDEMNIFICATION

- 8.1 CONTRACTOR shall protect, defend, hold harmless and fully indemnify Hamilton County Board of Education, Hamilton County Department of Education, and/or its Officers, Agents, and Employees from every claim or demand which may be made by reason of any injury to person or damage to property caused by, in whole or in part, or arising out of or related to, any act or omission, willful misconduct, or default of the CONTRACTOR or of any person, firm, or corporation directly or indirectly employed by CONTRACTOR, in connection with its performance under the Agreement and irrespective of any allegation of fault against Hamilton County Board of Education, Hamilton County Department of Education, and/or its Officers, Agents, and Employees.
- 8.2 CONTRACTOR at its own expense and risk shall defend any legal proceeding that may be brought against the Hamilton County Board of Education, Hamilton County Department of Education, and/or its Officers, Agents, and Employees on any such claim or demand, and satisfy any judgment that may be rendered against the Hamilton County Board of Education, Hamilton County Department of Education, and/or its Officers, Agents, and Employees therein. In the event that any such proceeding is brought against the Hamilton County Board of Education, Hamilton County Department of Education, and/or its Officers, Agents, and Employees on any such claim or demand, CONTRACTOR shall have the right to select and employ counsel to defend such persons and entities and shall have the right to settle any claims when CONTRACTOR, in its sole discretion, deems such a settlement advisable. Hamilton County Board of Education, Hamilton County Department of Education, and/or its Officers, Agents, and Employees shall cooperate in all reasonable manners in the defense of such claims.
- 8.3 CONTRACTOR shall endeavor to secure a dismissal of any such proceeding against Hamilton County Board of Education, Hamilton County Department of Education, and/or its Officers, Agents, and Employees, promptly upon receipt of any claim or demand and shall substitute CONTRACTOR as a party defendant.

SECTION 9: INSURANCE

- 9.1 Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement for claims arising under this Agreement, General Liability and Automobile Liability Insurance to protect Contractor, its drivers and other personnel. Contractor shall provide General Liability limits of not less than \$10,000,000.00 each occurrence and aggregate bodily injury and property damage and \$10,000,000.00 Personal Injury each occurrence and aggregate; Automobile Liability limits of not less than \$10,000,000.00 combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos.

- 9.2 Upon request, Contractor agrees to provide to District a certificate of insurance evidencing such coverage and designating District as an additional insured as its interest may appear for both the General and Automobile Liability programs, such certificate to be provided by July 1st of each Contract Year, or on renewal of such policies. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days' written notice to Contractor and District. Insurer shall maintain a minimum A.M. Best's & Company rating of A or Contractor shall obtain insurance from a company mutually agreed upon between Contractor and District. Upon request, Contractor shall provide District with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws in which Contractor shall operate for this Agreement.

SECTION 10: FORCE MAJEURE

- 10.1 In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, governmental action or any other condition or cause beyond Contractor's control, District shall excuse Contractor from performance under this Agreement.

SECTION 11: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 11.1 Whenever (a) inclement weather or impassability of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District shall notify Contractor not later than 5:00 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of Supplemental Transportation. District shall pay Contractor the full daily rate per bus for days when District fails to notify Contractor by 5:00 a.m. of school cancellation.
- 11.2 Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, the Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented.

SECTION 12: SAFETY PROGRAM

- 12.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive pupil transportation safety program compliant with FMCSA requirements.
- 12.2 Contractor's employees shall not be required to perform any medical functions for passengers, including but not limited to administering EpiPen.

SECTION 13: MANAGEMENT PERSONNEL

- 13.1 Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Contractor's liaison to District. Contractor will designate a crisis management contact person for emergency contact with District. Prior to the start of the school

year, Contractor shall inform District of the name(s), contact telephone number(s) and address(es) of such management personnel.

- 13.2 District shall employ management personnel who shall be responsible for coordination of the student transportation requirements of District to be furnished under this Agreement and who shall be District's liaison to Contractor. District will designate a crisis management contact person for emergency contact with Contractor. Prior to the start of the school year, District shall inform Contractor of the name(s), contact telephone number(s) and address(es) of such management personnel.

SECTION 14: OPERATIONS PERSONNEL/DRIVERS

- 14.1 Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous, reliable, safe, and on time service.
- 14.2 Contractor shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus.
- 14.3 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, District shall have the right to request Contractor to remove from service to District any employee who, in District's judgment, is deemed unsuitable for the performance of transportation services for District; provided that District shall make such request in writing, state the reasons therefore and include any supporting documentation; and further provided that such request does not violate applicable local, state or federal laws, rules or regulations; and still further provided that any employment decisions regarding any such personnel shall be the Contractor's.
- 14.4 Contractor shall provide qualified driver/trainers and qualified drivers, trained and licensed in accordance applicable laws and the rules and regulations of District. Not less than sixty (60) days prior to the start of any school year, District shall advise Contractor of District's requirements for training or qualification for drivers or driver/trainers. Contractor will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into its hiring and training programs for drivers servicing District's students. Contractor agrees that each driver shall:
- 14.4.1 Possess a valid license or permit issued by this State authorizing such person to operate a school bus.
- 14.4.2 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter.

14.4.3 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.

14.4.4 Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment.

14.4.5 Meet any other criteria required by law or by District's policies, rules or regulations.

SECTION 15: TRAINING REQUIREMENTS

15.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. The District shall have the right to review course content.

15.2 Prior to the start of the school year, Contractor will provide time at one of its driver orientation sessions so that District administrators may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. Such orientation will be at a time and place mutually agreed upon by Contractor and District. District may not distribute materials to drivers without Contractor approval.

SECTION 16: EQUIPMENT

16.1 All school buses supplied by Contractor in performance of this Agreement shall meet or exceed the standards established by the applicable laws and regulations. Contractor shall maintain the school buses used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards.

16.2 In the event that District or any governmental agency imposes equipment requirements other than those set forth above on Contractor's vehicles during the term of this Agreement, which are specific requirements for the operation of this Agreement or immediate installation is required for continuing operation of the vehicles, Contractor and District in good faith shall negotiate price increases applicable to such equipment requirement. If the parties do not reach agreement regarding applicable price increases, either party may terminate this contract upon not less than 60 days prior written notice to the other party.

16.3 Contractor agrees that all vehicles shall be equipped with two-way radios on the State P-25 network. Contractor agrees to perform an inspection of all radios prior to the start of the school year to ensure proper performance.

16.4 Contractor agrees that all vehicles shall be equipped with mounted and active digital camera systems and ignition-activated dual infrared cameras. Each vehicle

will have a minimum of 6 cameras arranged as follows: one pointed down the aisle of the bus; one pointed down the stairs of the bus; one mounted in the back of the bus to view the back seats; one pointed at the driver; one mounted on or near the stop sign focusing on vehicles passing the bus when the stop sign is deployed; and one pointed out from the front of the bus. Daily, the Contractor will randomly view route recordings of not less than 5% of daily routes. All digital recordings will be maintained for not less than 30 days and may be viewed by District personnel on demand.

SECTION 17: PUPIL DISCIPLINE/VANDALISM

- 17.1 The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to properly and safely operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other pupils or driver and then only after radio notice to Contractor's terminal and to the pupil's building or school principal. In all cases of disciplinary ejection, the bus shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. The District and Contractor will, in the event Contractor determines that a pupil poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such pupil. Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.
- 17.2 Vandalism, damage to Contractor's equipment or facilities shall be the responsibility of Contractor. District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by District students or personnel. Contractor may, with the written concurrence by District, refuse to provide a pupil with transportation services until vandalism damages caused by such pupil are paid.

SECTION 18: ASSIGNMENT

- 18.1 This Agreement shall not be assigned by the parties hereto, without the written consent of District, which consent shall not be unreasonably withheld or delayed. However, Contractor may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company.

SECTION 19: TERMINATION

- 19.1 If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken

steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party not less than (fifteen) 15 business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded.

19.2 District has the ability to cancel this Agreement effective at the end of any Contract Year on the failure of the state legislature or other applicable governmental entity to provide adequate funding to allow District to provide transportation services to students within District. In the event District shall elect to terminate this Agreement due to state legislative funding deficiencies, District shall give written notice to Contractor on or before June 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year.

19.3 Either party may terminate this Agreement for convenience upon not less than one hundred and eighty (180) days prior written notice to the other party.

SECTION 20: SURVIVAL

20.1 The mutual obligations described in Compensation and Billing, and Indemnification shall survive the termination or expiration of the Agreement.

SECTION 21: STATUS OF CONTRACTOR

21.1 Contractor shall be an independent contractor employed by the District to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

SECTION 22: SEVERABILITY

22.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

SECTION 23: EXTENSION AND MODIFICATION

23.1 Contractor and District may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

SECTION 24: NOTICE TO PARTIES

- 24.1 All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail.

Notices to District shall be addressed to:

DAVID EAVES, TRANSPORTATION DIRECTOR
Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Notices to Contractor shall be addressed to:

First Student Location Manager
2501 Dodds Ave
Chattanooga, TN 37407

With a copy to:

FirstGroup America
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Attention: General Counsel

- 24.2 District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

SECTION 25: ENTIRE AGREEMENT

- 25.1 This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

SECTION 26: COMPLIANCE WITH THE LAW

- 26.1 Notwithstanding any contrary provision in this Agreement, Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.

SECTION 27: DISPUTE RESOLUTION

- 27.1 The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.

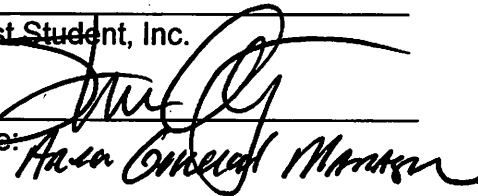

SECTION 28: PLACE OF CONTRACT/CONTROLLING LAW

28.1 This Agreement shall be governed by the laws of the State of Tennessee, without regard to conflicts of law principles, and the state courts of Hamilton County, Tennessee, shall be the exclusive venue for any litigation arising out of or related to this Agreement.

SECTION 29: AUTHORITY

29.1 Both parties warrant that they are properly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first hereinabove written.

First Student, Inc.
By: 
Title: Aaron Conner, Manager
Attest:
By: 
Title: Director of Business Dev.
Date: 4/29/19

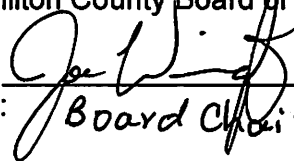
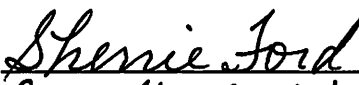
Hamilton County Board of Education
By: 
Title: Board Chairman
Attest:
By: 
Title: Executive Assistant
Date: 4/26/19

EXHIBIT A

Rate Structure

VEHICLE TYPE	NUMBER OF DAYS PER YEAR	COST PER BUS PER DAY			
		2019-2020	2020-2021	2021-2022	2022-2023
SCHOOL YEARS		2019-2020	2020-2021	2021-2022	2022-2023
Vehicle Type:					
Regular Transportation - Bus Types:	Approx. 176				
84 Passenger		\$403.65	\$415.76	\$428.23	\$441.08
Bus Aides:	Approx. 176	\$17.09	\$17.60	\$18.13	\$18.67
Special Education Transportation Bus Types:	Approx. 176				
Type A with Wheel Chair		\$403.65	\$415.76	\$428.23	\$441.08
Bus Aides:	Approx. 176	\$17.09	\$17.60	\$18.13	\$18.67
Misc. Transportation Programs					
Summer School	26	\$213.69	\$220.10	\$226.70	\$233.50
Saturday School	0	\$84.06	\$86.58	\$89.18	\$91.86
After School	50	\$84.06	\$86.58	\$89.18	\$91.86
Noon Day	135	\$84.06	\$86.58	\$89.18	\$91.86
Sports/Activity Trips - Cost per mile		\$0.00	\$0.00	\$0.00	\$0.00
Sports/Activity Trips - Cost per hour		\$45.70	\$47.07	\$48.48	\$49.93
Sports/Activity Trips - Minimum charge per trip		\$91.40	\$94.14	\$96.96	\$99.86

Bus Aide Rates listed above are hourly.

EXHIBIT B

Performance Infractions and Liquidated Damages

- A. The HCDE will impose liquidated damages for performance infractions of the contracted services. Such damages may not be imposed for situations beyond the control of the Contractor, e.g., accidents, traffic conditions, unforeseeable street closings, impassable streets, and delays due to extremely poor weather. Assessment of damages in no way limits the right of the HCDE to institute termination proceedings. The HCDE reserves the right to terminate the Agreement if the Contractor fails to comply, or repeatedly fails to comply, with the terms and conditions of the contract and/or specifications.
- B. The decision to impose any damages rests with HCDE and will be based on an investigation of each incident. The Contractor will be notified in writing of performance infractions and provided an opportunity to respond. The Contractor must provide a written response by the tenth (10th) business day of written notification from the HCDE. Assessed penalties will be credited against the next invoice from the contractor following the completed investigation.
- C. The following infractions and damages are effective on the first (1st) student transport date of each school year:

Driver transporting student(s) prior to return of background check results	\$500 per day per bus
Employing driver personnel with unsatisfactory background history	\$1000 per day per bus
Student left on unattended bus	\$1000 per incident
Driver not possessing a current CDL	\$1000 per incident
Failure to comply with vehicle operation laws (including failure to wear seat belt, verifiable speeding and failure to stop at railroad crossings)	\$500 per incident
Failure to provide up to date drivers' list	\$500 per incident
Failure to provide Monthly Summary Report	\$250 per incident
Failure to provide Daily Bus Reports	\$150 per day
Failure to Conduct Annual Customer Satisfaction Survey	\$500
Failure to inspect and maintain vehicle	\$1000 per incident
Driver improperly uniformed	\$150 per day
Failure to adhere to approved route	\$1000 per incident
Route required to be doubled due to the absence of the regular driver and non-availability of a sub driver	= cost of incident bus type per day
Route late to school in the morning, by the following definition: A late bus is defined as a bus that is shown on GPS to have arrived at the school and open its doors to let off passengers less than ten minutes before the designated school start time	= cost of incident bus type per day

Route late in dropping off students for pm routes. A late bus is defined as a bus that is shown on GPS to have dropped off students at assigned stop in excess of 15 minutes from designated drop off time.	= cost of incident bus type per day
Number of students riding bus exceeds safe capacity per manufacturer's specifications	\$150 per day per bus
Failure to pick up or deliver a student with disabilities	\$150 penalty per incident
Bus which is late because of a need to refuel, or because it runs out of fuel in route	\$150 per incident
Early departure of a bus from a scheduled stop	\$100 per incident
Driver misses a stop on a route or fails to pick up student	\$100 per incident
Failure of a driver to keep an up-to-date route sheet on board and on file with Contractor	\$100 per day
Bus without a two-way radio as required or a two-way radio not in proper working condition for any reason for three (3) working days	\$100 per incident
Failure by dispatcher to immediately notify the District of an accident	\$1000 per incident
Failure to clean bus interior and exterior after two days' notice	\$100 per incident
Improper usage of cell phone in the operation of a school bus as defined by TCS (Tennessee Code Annotated)	\$1000 per incident
Failure to stop and use proper procedures at a railroad crossing as defined by TCA (Tennessee Code Annotated)	\$1000 per incident
School possesses documentation which indicates confirmation of a field trip was received but no bus(es) arrived. Students were unable to attend the event	\$500 per bus per incident

**Note: The HCDE Transportation Director and the Contractor company General Manager will meet weekly to review GPS data for each bus arrival at each school that week. The HCDE Transportation Director will create a form that lists all late buses and enclose a hard copy of the GPS screen shot validating the late bus, and both the HCDE Transportation Director and the Contractor company General Manager will sign the weekly form. Buses judged by the HCDE Transportation Director and the Contractor company General Manager to be late due to situations beyond the control of the contractor will not be assessed the fine. The form will be submitted to the HCDE Finance Department, and the payment to the Contractor will be decremented accordingly.*

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

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

FROM: Cathy Loftis, Manager of Child Care Programs

DATE: January 20, 2022

SUBJECT: Employee Pay Increases & Rate Changes

Employee Pay Increases

The School Age Child Care (SACC) Program is requesting approval to increase the rate of pay for our employees. Please see the table below showing our current employee's rate of pay and the recommend increase. The proposed pay increases would go into effect February 2nd, 2022 and would be retroactive back to January 1st, 2022.

Employee Type	Current Pay Rate	Recommended Pay Rate
Child Care Assistant	\$10.7521	\$13.00
Sr. Child Care Assistant (Non-Degreed)	\$13.3858	\$15.00
Sr. Child Care Assistant (Degreed)	\$14.4856	\$16.00
Site Director	\$17.7706	\$20.00

SACC is struggling, like many others, to find quality child care employees due to the current job market. SACC hopes to attract more experienced candidates and be more competitive with the current pay that is offered by other businesses. Our goal is to increase pay so that we are able to hire more applicants in order for us to open our registration back up to those

students that we currently have on a waiting list due to our lack of employees.

Additionally, SACC Administrative staff, excluding the SACC Manager, will receive a 10% increase on their salary as well.

Rate Changes

SACC also requests a few rate changes to help us account for the increase in expenses from the employee pay increases. Please see the attached document **School Age Child Care Rates** that shows the history of rate changes for our program since it opened back in 1988.

Please see the table below showing the increases we are proposing. The proposed rates would go into effect Thursday, May 26th, 2022.

Rate Type	Current Rate	Recommended Rate
Morning Child Care	\$5.00	\$6.00
Afternoon Child Care	\$7.00	\$9.00
Full Day Child Care	\$17.00	\$20.00
Registration Fee (Fall & Summer)	\$10.00	\$20.00

Our late payment fee also will be increased from \$5 per family per week to \$10 per family per week. Our current late pickup fee will remain the same for the first 15 minutes children are picked up late. Parents are charged \$5 for every 15 minutes or a portion thereof per child. The proposed change would increase the fee to \$1 per minute per child after the first 15 minutes.

Attached you will find our **SACC Rate Comparison** showing current rates of similar programs around the state of Tennessee.

Also, you will find our **Revenue Expense Chart** going back to 2016-2017 and where we are currently at for 2021-2022 school year. We have also included our **School Age Child Care Revenue** going back to July 2019.

The **SACC Salary & Revenue Projections** takes into consideration the last normal year we had back in 2018-2019 and what we are projecting for the

current school year as well as the 2022-2023 school year based on the proposed rate increases.

Please see addendum documents for more information.

Thank you for your consideration of this request.



SACC Historical Fees

The School Age Child Care Program opened for business at the start of the 88-89 school year.

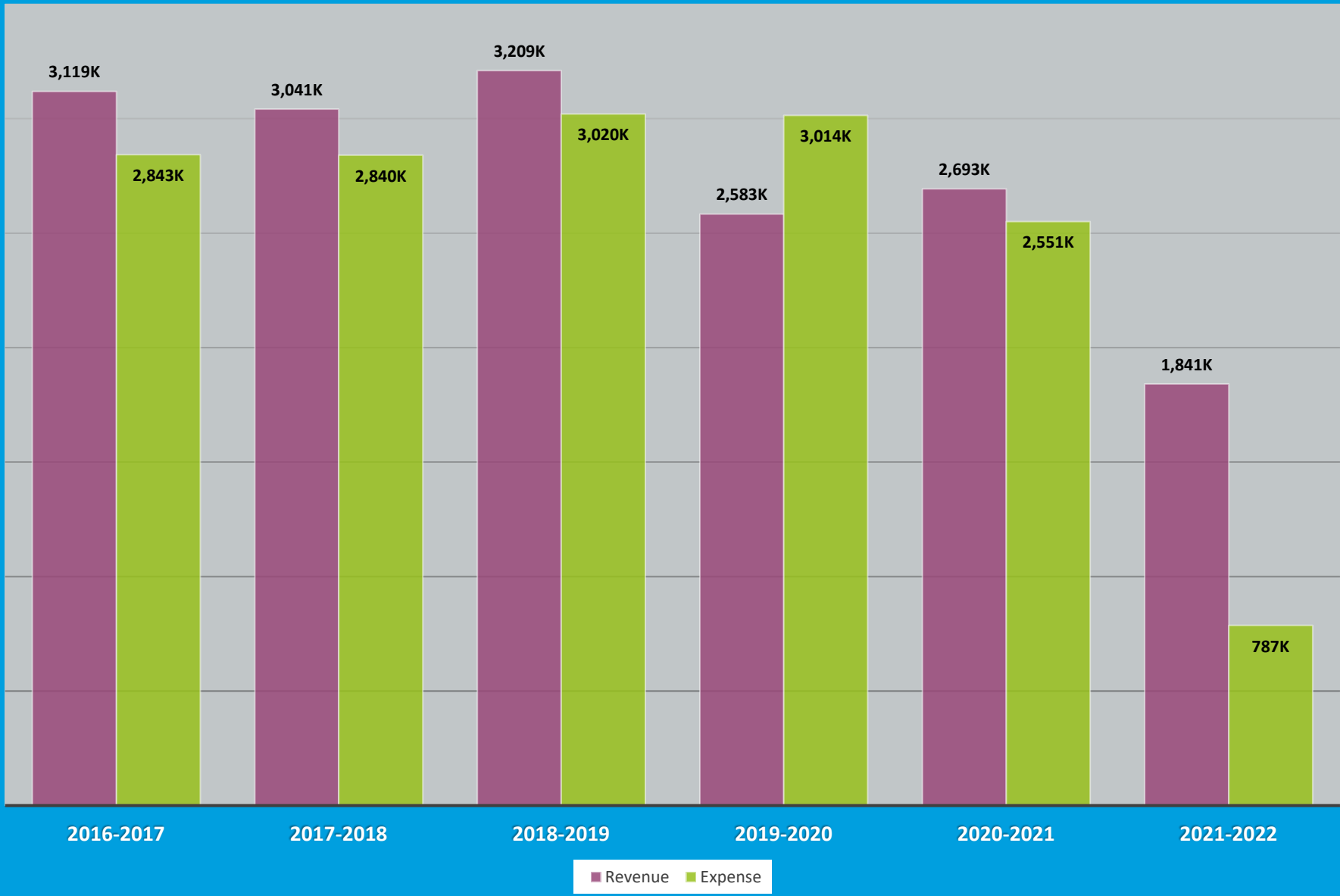
The first increase in rates took place in 00-01 and raised the cost of PM Care from \$5 to \$6 and Full Day Care from \$8 to \$12.

The second increase occurred in 14-15 and raised AM Care from \$3 to \$4 and Full Day Care from \$12 to \$15.

Due to the COVID-19 pandemic, we raised rates a third time moving AM Care from \$4 to \$5, PM Care from \$6 to \$7, Full Day Care from \$15 to \$17 and added the Half Day Care option for \$10 for the half days of school.

	88-89	00-01	14-15	20-21	Suggested Rates Summer 2022
AM Care	\$3	\$3	\$4	\$5	\$6
PM Care	\$5	\$6	\$6	\$7	\$9
Full Day Care	\$8	\$12	\$15	\$17	\$20
Half Day Care	N/A	N/A	N/A	\$10	\$10
Registration Fee	\$10	\$10	\$10	\$10	\$20
Late Payment Fee *Per Week/per family	\$5*	\$5*	\$5*	\$5*	\$10*
Late Pick Up Fee **Every 15 minutes/per child ***Every 15 minutes per child/\$1 per every minute per child thereafter	\$5**	\$5**	\$5**	\$5**	\$5***

Revenue / Expense Comparison





SACC Rate Comparison

Fees	Hamilton County Schools	Williamson County Schools	Knox County Schools	Putnam County Schools	Camp Big Fish
Registration Fee	\$10	\$40	\$50		\$75-\$100
AM Care	\$5 per day	\$12 per day	N/A	\$10 per day	N/A
PM Care	\$7 per day	\$12 per day	\$13 per day	\$13.50 per day	N/A
Full Day Care	\$17 per day	\$35 per day	\$23.20 per day	\$22.50 per day	\$28 per day
Late Payment Fee	\$5	\$5	N/A	\$5	\$10
Late Pickup Fee	\$5	\$3 per min	N/A	\$5	N/A
NSF Fee	\$39 per check	\$10 per transaction	N/A	\$20 per check	N/A

SACC Salary & Revenue Projections

Based on 2018-2019 labor and child attendance

SACC Center Expense and Budget				
Description	2018-2019 Exp	2018-2019 Budget	2021-2022 ¹	2022-2023 ²
PART TIME	1,155,573	917,113	1,232,207	1,435,521
SITE DIRECTOR - FULL TIME	768,638	829,286	819,606	954,841
OTHER SALARY & BENEFITS	243,728	215,741	281,549	328,005
OTHER EXPENSES	125,476	0	0	0
Total	2,293,415	1,962,140	2,333,363	2,718,367

SACC Administrative Expense & Budget				
Description	Expenditures	Budget	2021-2022	2022-2023
SALARY	279,963	336,779	336,779	358,504
OTHER SALARY & BENEFITS	303,914	311,844	311,844	313,935
OTHER EXPENSES	138,258	393,802	393,802	393,802
Total	722,136	1,042,425	1,042,425	1,066,241
Grand Total	3,015,550	3,004,565	3,375,788	3,784,608

SACC Revenue				
	2018-2019		2021-2022	2022-2023
	3,216,987		3,645,919	4,633,091
Net Profit / Loss	201,437		270,131	848,483

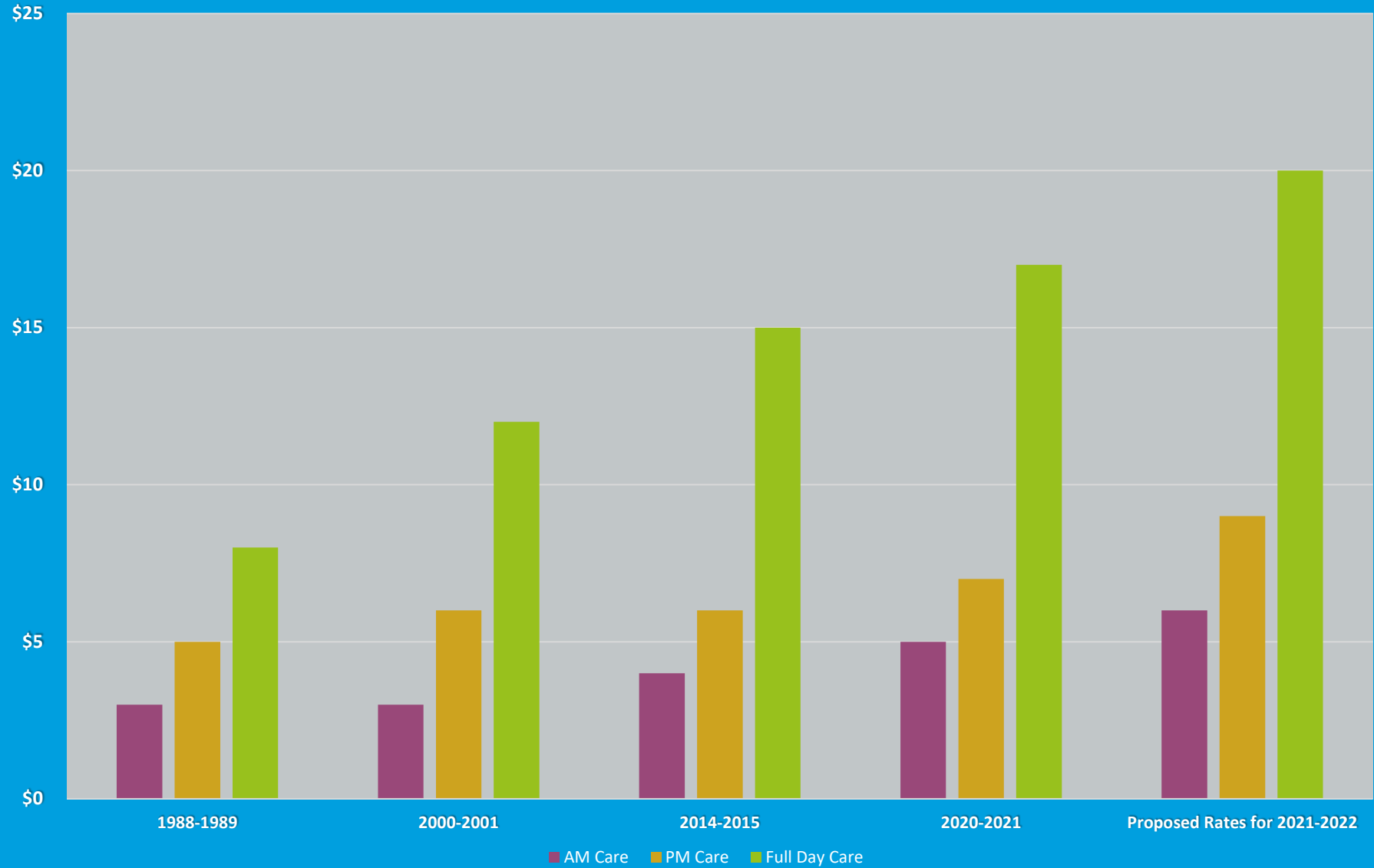
1 - Projection for 2021-2022 school year is based on salary and student attendance from 2018-2019

2 - Projection for 2022-2023 school year are based on proposed rate increases



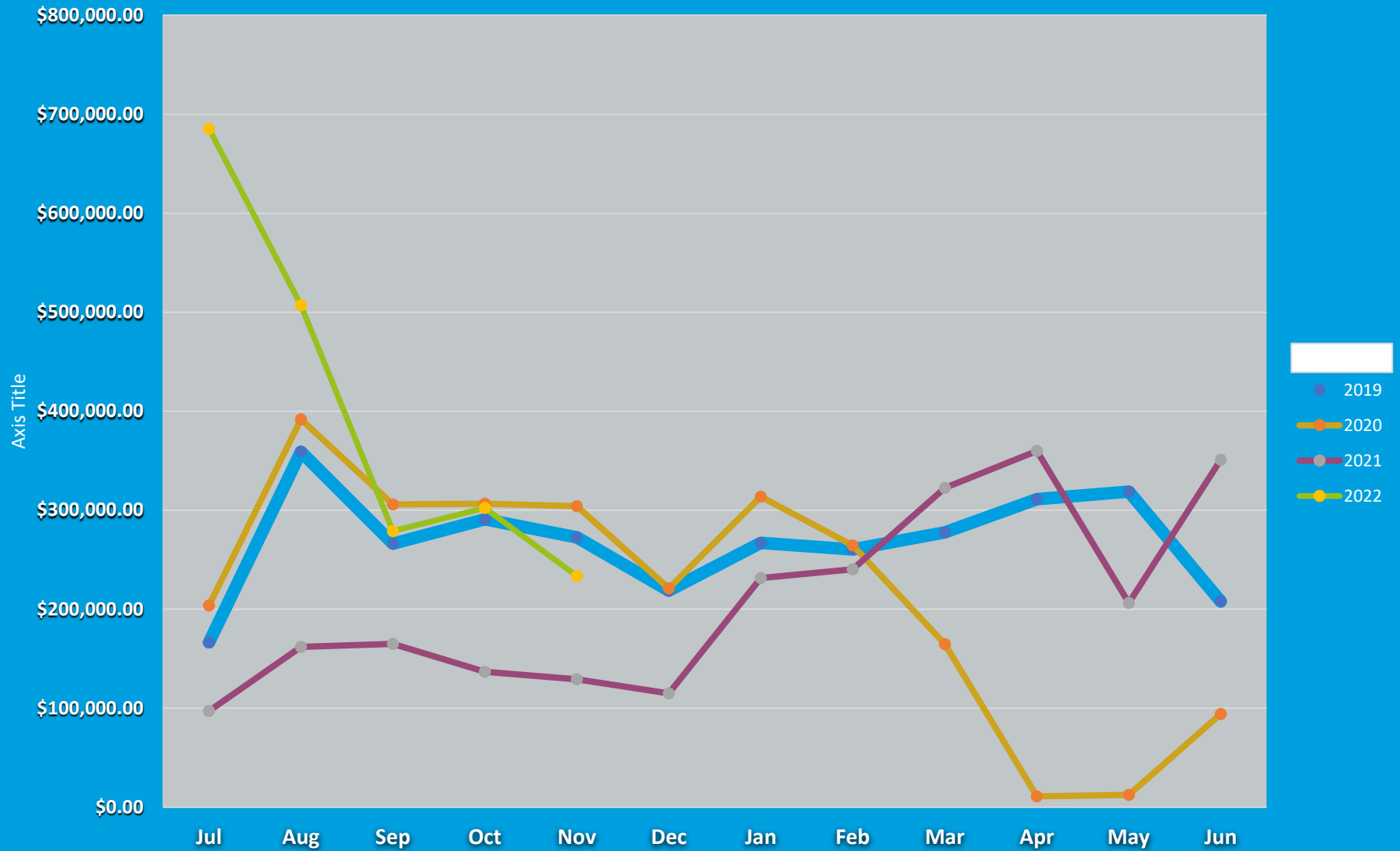
**HAMILTON
COUNTY
SCHOOLS**

School Age Child Care Rates





School Age Child Care Revenue



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

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Justin Robertson
Superintendent

FROM: Penny Murray
Chief of Talent

DATE: January 20, 2022

RE: Certified Staff Supplement Pay during COVID Pandemic

Hamilton County Schools recognizes the sacrifices our employees make when teaching vacancies remain unfilled during the COVID pandemic. Since the pandemic, schools across the nation are facing shortages of substitute teaching staff, and other staff members are often needed to supplement the need, often using their planning time or teaching additional students within their classes. Thus, HCS is proposing to utilize the funds that would have been paid to a substitute to the certified staff members filling in the need during this time.

Effective January 31, 2022, certified classroom staff who cover classes are paid a proration of the highest daily substitute rate available (\$114 a day before taxes, excluding the sub attendance bonus) and if more than one teacher splits a class, the reimbursement rate is equally split between them. Administrators and those in administrative/school support roles such as Deans of Students, Instructional Coaches, etc. are not eligible. Guidelines include:

- A certified employee covering an in-person or virtual class because a substitute is not available shall be paid the prorated amount based on the classes covered using the highest daily substitute rate available, exclusive of the substitute bonus.
- Covering a class during a certified employee's planning time because a substitute is not available shall be done on a voluntary basis except in urgent/emergency situations or if there is not a volunteer.
- Such additional compensation shall be prorated for the time period or percentage of the class that each professional employee covers. When a class is split among several professional employees, the highest substitute rate will be divided evenly among all professional employees receiving students.
- All coverage and assignments will be approved by the school's administration.

For pay processing, certified employees will complete the stipend form for monthly submission to the school timekeeper (similar to the homebound process). The form will be provided electronically to certified staff for their completion and payment will be made on the regular monthly stipend dates.

We are proposing this plan until the end of the 2021-2022 school year at which time we will evaluate the potential of its continuance during the COVID pandemic.



**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

Justin Robertson, Ed.D.
Superintendent

From: Operations Office

Date: January 20, 2022

Re: December 2021 Legal Services Summary

The following reflects the legal fees paid for the month of December.

Bennett & DeCamp, PLLC (retainer)	20,000.00
TOTAL	\$20,000.00

Events and Announcements
January 20, 2022

A. January 24-March 4, 2022
Parent Teacher Conferences
Second Half of Administrative
Inservice #6

B. Wednesday, February 9, 2022
Remote and Asynchronous Learning Day

C. Monday, February 14, 2022
Board Agenda Session 5:30 p.m.

D. Thursday, February 17, 2022
Board Meeting - Regular Session 5:30 p.m.