

Hamilton County Department of Education
Hamilton County Board of Education Board Meeting - Quarterly Session
June 16, 2022 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

II. **Approval of the Agenda

III. Executive Session - Yes

IV. Pledge to the Flag and Meditation - Mr. Rashaad Williams, Principal of Dalewood Middle School

V. Exemplars of Excellence

A. Recognition of State Champions - Tim James, District Athletic Director

VI. Presentation(s)

A. Deputy Superintendent, Dr. Sonia Stewart - Future Ready 2023! - Accelerating Student Achievement Update

VII. 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.

VIII. **Approval of the Consent Agenda

A. Approval of the Minutes of the May 9, 2022 Special Called Session and May 12, 2022 Regular Session

B. Executive Committee Report

C. Chief of Opportunity and Access - Dr. Neelie Parker

1. Field Trips

a. Dr. Larrie Reynolds, Community Superintendent and Dr. Robert Sharpe - Chief of Operations

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. General Operating Amendments

c. School Nutrition Amendments

4. Grant Application Requests

a. COPS School Violence Prevention Program Grant - Dr. James Corbin, Student Security Coordinator

b. OJJDP Enhancing School Capacity to Address Youth Violence Grant - Dr. Marsha Drake, Chief Equity Officer

5. Internal School Funds Write-Off

6. SY23 Federal Programs Consolidated Application - Angelia Askins, Director of Federal Programs and Sarah Evans, Director of Exceptional Education

7. Approval of School Accounts Payable

E. Dr. Marsha Drake - Chief Equity Officer

1. Year-End Bullying Prevention Compliance Report - Karen Glenn, STARS/Safe Learning

IX. Administrative Business Matters

A. Teaching and Learning Directors - Mr. Blake Freeman, Dr. Jamie Parris, Dr. Chrissy Easterly, Dr. Yvette Stewart

1. **Purchase of Textbook Instructional Resources

X. Board Matters

A. Dr. Neelie Parker, Chief of Opportunity and Access

1. **Charter Agreement between HCS and ChattAcademy - Kelly Coffelt, Charter Schools Coordinator

B. Chief Financial Officer - Mary Ellen Heuton

1. **Recommendation for FY23 School Nutrition Raises

2. **Recommended SACC (School Aged Child Care) Raises FY23

C. Shannon Moody - Chief Strategy Officer

1. **Approval of the 2023-2024 School Calendar

2. **Position Request - Approval of COVID-19 Contact Tracing Manager - Name Change and Updated Job Description

D. Director of Maintenance and Operations - Justin Witt

1. **Bid File 22-24 Security Upgrade Phase 3(Final)

E. Discussion of School Safety - Mrs. Tiffanie Robinson and Mr. Tucker McClendon

1. **Resolution to Fund SSOs

XI. Delegations

A. Darnella Orr, parent speaking regarding her daughter being bullied

B. Candace Keltch, parent speaking regarding her son being bullied

C. Jeanette Omarkhail, HCEA speaking regarding teacher concerns

XII. Information Only

A. Legal Services Report

B. Donation Acceptance

XIII. Events/Announcements

XIV. Adjourn



**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: Tim James
District Athletic Director

Date: June 16, 2022

Re: State Champions

It is with great pleasure that we recognize the following Hamilton County Schools students who became State Champions in the area of Wrestling and Track & Field for this school year.

We would like to congratulate them on these wonderful accomplishments.

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. Sonia Stewart, Deputy Superintendent

DATE: June 16, 2022

RE: Future Ready 2023! Presentation

We respectfully request the opportunity to provide the Board with an Accelerating Student Achievement update, in alignment with the Future Ready 2023! strategic plan. This presentation will review the 2022-2023 HCS Academic Press and Personalization Focus and HCS Instructional Framework that was presented to Principals, Assistant Principals, and Instructional Coaches at the Principal Leadership Institute on June 1-3, 2022.

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

Future Ready 2023! outlines five action areas:

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



HAMILTON
COUNTY
SCHOOLS

A Level 5 School District

Accelerating Student Achievement

Board Meeting

June 16th, 2022



All children thrive and experience a future without limits.

Future Ready 2023!



**Accelerating
Student
Achievement**



**Future Ready
Students**



**Great Teachers
& Leaders**



**Engaged
Community**



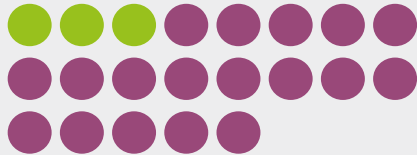
**Efficient &
Effective
Operations**

Focus Five Performance Targets

1. At least **half** of all third-grade students will be on track or will have mastered standards as measured on the TNReady English Language Arts assessment.
2. **90 %** of students who entered high school in 2019 cohort will graduate by summer 2023.
3. We will **double** the percentage of students on track in Algebra I across all grades.
4. **75 %** of graduates will complete at least one advanced course or industry certification exam.
5. The average ACT composite for the class of 2023 will be **21**.

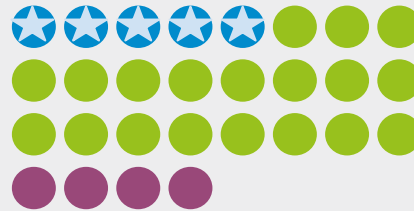
Overall, HCS Outperformed the State in 24 of 28 tested grade/subject areas.

2016 - 2017



In 2016-2017, HCS outperformed the state in only 3 of 21 tested areas

2020 - 2021



In 2020-2021, HCS **outperformed the state in 24 of 28 tested areas.**



5 of those areas **outperformed the state by 5% or more.**

Areas Outperforming the state:

- 3rd ELA, **Math, Sci**
- 4th ELA, **Math, Sci**
- 5th ELA, **Math, Sci**
- 6th ELA, Math, Sci, SS
- 7th Math, Sci, SS
- 8th Sci, SS
- English 1
- Algebra 1
- Geometry
- Algebra 2
- **US History**
- Biology

Outperformed the state average by 5% or more

This data was pulled from TDOE District Summary Reports, which only include TNReady assessment data. This data does not include TCAP-AIT results or any accountability data preparations.

Last year, HCS students exceeded the growth standard in every composite area.

2020-2021 TVAAS Scores - District Wide - Hamilton County

	System Wide	Grades 4-8	Grades 4-8/EOC	EOC	CTE Students
Composite	5	5	5	5	5
Literacy	5	5	5	5	5
Numeracy	5	5	5	5	5
Literacy and Numeracy	5	5	5	5	5

Hamilton County students showed significant evidence of exceeding the growth levels of their peers across the state this year, in all areas.

Great Teachers and Leaders



82%

of teachers *met or exceeded* student growth expectations.

*What will it take for
all students to
thrive?*



Diversity is Our Strength

52%

Students of
Color

26%

Economically
Disadvantaged

11%

English as a
New Language

12%

Students with
Disabilities



Subgroup Numbers

All Students in Super
Subgroup In the District:

26,598

Learning Communities NOT
MidTown and Missionary Ridge:

15,855

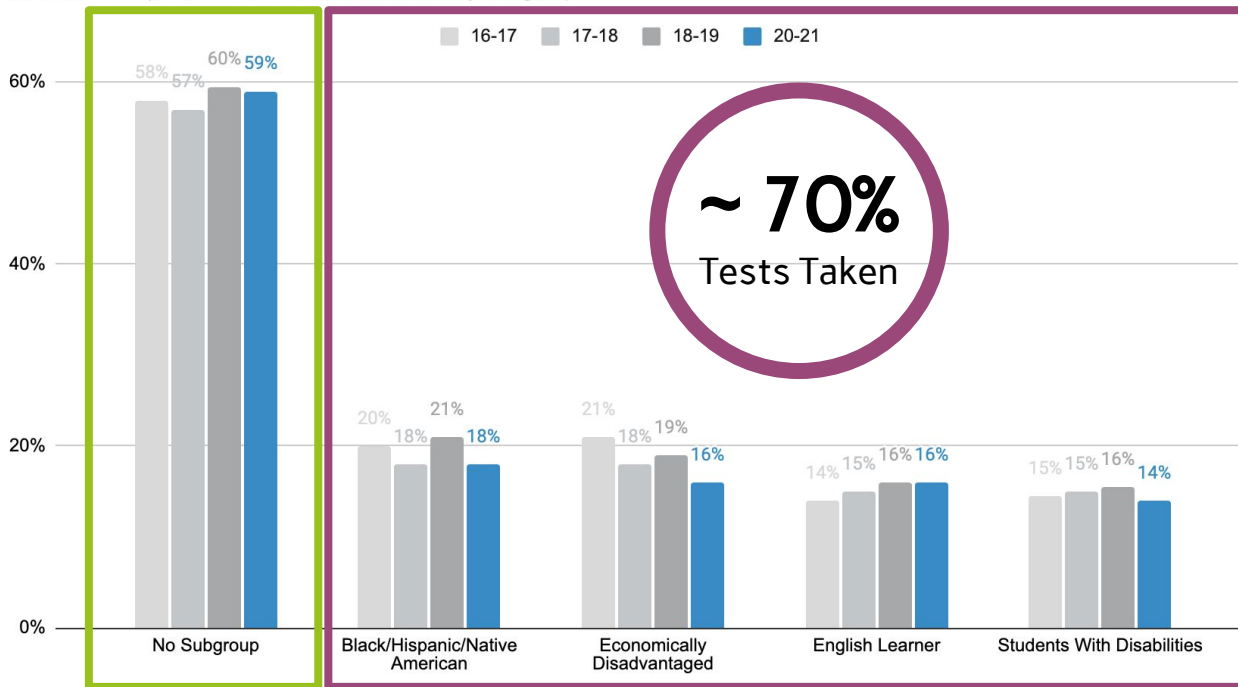
Almost two-thirds of students in a subgroup are
not in our highest needs schools.



We will not be able to reach our FR2023 goals without increasing the performance of students in subgroups

Hamilton County Schools - State Test Proficiency Rate

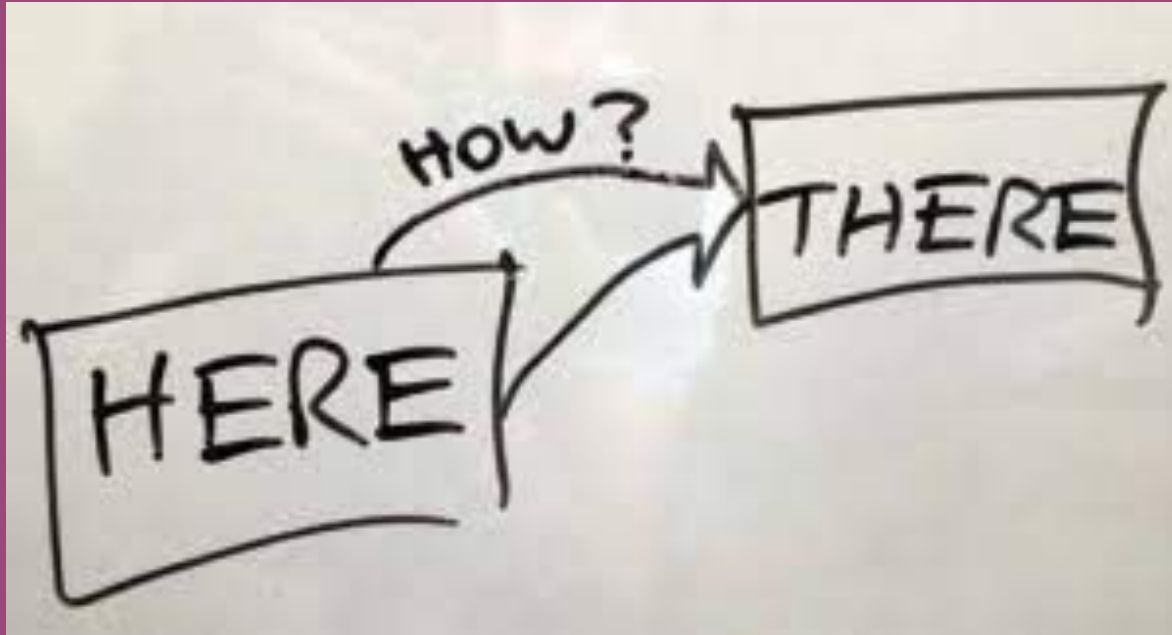
All tests taken | Percent On -Track or Mastered by Subgroup



~ 30%
Tests Taken

~ 70%
Tests Taken

What got us here,
will not get us there.



Focus drives Acceleration

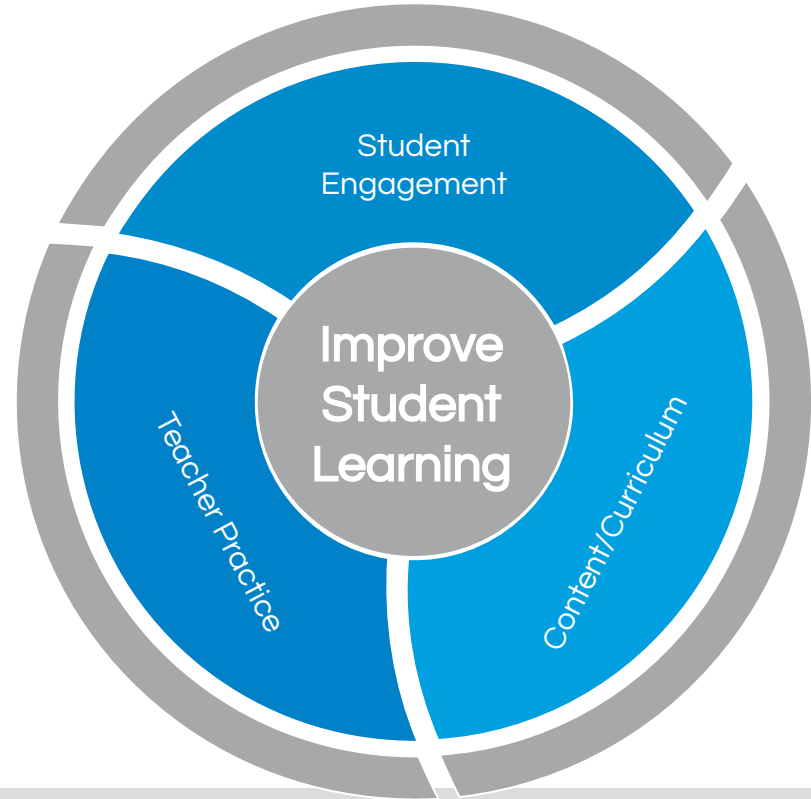
- Framework for Good Schooling
 - **Academic Press**
 - Instructional Leadership
 - High Quality Instructional Design and Analysis
 - Purpose Drive & Committed Staff
 - **Personalization/Culture of Care**
 - Positive School Culture & Climate
 - SEAD Integration/ Restorative Practices
 - Family & Community Involvement

- Relentless narrow **focus**

Elmore's Instructional Core

2018-2022 Focus on Content

- Set Clear Learning Targets
- Align instruction to standards
- Develop curriculum guides
- Identify curriculum aligned to standards
- Provide professional learning to develop capacity around content and standards
- Utilize benchmarks to focus instruction
- Deeply analyze data to target student needs



Focusing on Instruction & Engagement



Instruction



DRIVES



Engagement

Continuity in Support



Academic Press & Personalization Framework

*All Students Thrive & Experience a Future
without Limits*

All HCS students will experience school communities committed to **academic press** and **personalization** leading to success.

Purpose

1. **Narrow** district and school-based **foci** in order to **accelerate** student learning
2. **Reduce** variability
3. **Align** supports - District, Learning Community & School

Foundational Principles

- Effective Levers to **Deepen Student Learning**
 - Strong Instruction
 - Grade-level Assignments
 - High Expectations
 - Deep Engagement
- Adopted Curriculum is **Implemented with Fidelity** (HQIM)
- Lessons are Structured to include **Launch, Explore and Summarize**
- Utilize the **Instructional Triangle** - “What,” “How,” & “How Well”
- Implement with **Quality, Fidelity, Intensity and Consistency** (QFIC)

Culture for Learning/Environmental Readiness

On-Task	Students complete instructional tasks, volunteer responses and/or ask appropriate questions.
Positive Behavior	Students follow behavioral expectations and directions.
Procedures & Routines	Students execute transitions, routines, and procedures in an orderly and efficient manner.
Urgency	Students are engaged in the work of the lesson from start to finish; there is a sense of urgency about how time is used.
Joy	Students and their teacher demonstrate a joy for learning through positive relationships and strong classroom culture that is responsive to student interests, experiences, and approaches to learning.

Focus Four - All Schools

High Expectations
for Students

Clear Learning
Targets

Checks for
Understanding

Expectations &
Respect



Academic Press Goal

All HCS Students

Will show measurable growth in their ability to

read, write, and think

through classrooms dedicated to

rigorous content, worthwhile tasks, and
purposeful student engagement.

Academic Press Foci: School-Choice

Rigorous Content	Worthwhile Tasks	Purposeful Student Engagement
<p data-bbox="92 317 598 396"><i>High Quality Curriculum at the Center of Instruction</i></p> <ul data-bbox="77 484 546 609" style="list-style-type: none">● Text-Based Lesson● Grade-Level Curriculum● Build Core Knowledge <p data-bbox="127 816 612 852"><i>Schools choose 1-2 priorities</i></p> <p data-bbox="127 907 610 975"><i>Instructional Practice Guide (IPG) Core Action One</i></p>	<p data-bbox="710 317 1232 396"><i>Effective Use of Questions and Tasks</i></p> <ul data-bbox="701 484 1099 653" style="list-style-type: none">● Complex Text● Cite Text Evidence● Vocab Acquisition● Strategic Questions <p data-bbox="755 816 1238 852"><i>Schools choose 1-2 priorities</i></p> <p data-bbox="755 907 1236 975"><i>Instructional Practice Guide (IPG) Core Action Two</i></p>	<p data-bbox="1367 317 1831 434"><i>Opportunities for Student Engagement & Demonstrated Understanding</i></p> <ul data-bbox="1329 484 1866 743" style="list-style-type: none">● Cognitive Lift● Productive Struggle● Deepen Understanding Supported by Text Evidence● Academic Discourse● Checks for Understanding <p data-bbox="1379 816 1864 852"><i>Schools choose 1-2 priorities</i></p> <p data-bbox="1379 907 1860 975"><i>Instructional Practice Guide (IPG) Core Action Three</i></p>



Personalization/Culture of Care Goal

All HCS Students


will experience

deeper connection

to their

peers, educators, and
school community

Personalization Foci: School-Choice

Student to Student	Student to Educators	Student to School Community
<p data-bbox="86 319 606 396"><i>Intentional connection between students</i></p> <ul data-bbox="77 485 579 698" style="list-style-type: none">● Student Belonging & Connection● Advisory/Morning Meeting Rooted in Trust● Student Collaboration	<p data-bbox="712 319 1232 396"><i>Intentional relationship building between students & educators</i></p> <ul data-bbox="703 485 1232 922" style="list-style-type: none">● RTI2B Plan● Positive Relationships & Communication● Teacher Response● Explicit Integration of SEAD Competencies● Implement SEL 3 Signature Practices in Daily Lessons/Classroom Plans● Student Voice	<p data-bbox="1317 319 1879 396"><i>Intentional structure to connect students to the school community</i></p> <ul data-bbox="1327 485 1879 879" style="list-style-type: none">● Student Success Planning (SSP)● Community Schools Framework● Parent/Family Engagement● Classroom Environment● Extra-Curricular Involvement● Communicate & Display Values
<p data-bbox="129 975 612 1010"><i>Schools choose 1-2 priorities</i></p>	<p data-bbox="755 975 1238 1010"><i>Schools choose 1-2 priorities</i></p>	<p data-bbox="1398 975 1729 1053"><i>Schools choose 1-2 priorities</i></p> 

Engaging the 4 Building Blocks of Change

Foster Understanding & Conviction

- Embrace that *what got us here won't get us there*
- Value increased focus to drive acceleration of student learning
- Consider the 30%/70% - **ALL** Students are Our Students

Reinforcing Mechanisms/ Systems & Structures

- School Action Plans
- Academic Touchpoints
- District Learning Walks
- School-based Learning Walks
- Individual Walkthroughs
- Data Review & Analysis
- Principal One-on-Ones with Community Superintendents

Develop Talent & Skills

- District & School-based Professional Learning
- Feedback aligned with Learning Walks and Walkthroughs
- Principal support and coaching

Role Modeling

- Deputy Superintendent and Community Superintendents model alignment to APP in words and actions with Principals & ILT's
- Teaching & Learning Directors, content leads, and academic leads model alignment to APP in words and actions with Principals and ILT's
- Principals model alignment to APP in words and actions with ILT's



Purpose

1. **Narrow** district and school-based **foci** in order to **accelerate** student learning
2. **Reduce** variability
3. **Align** supports - District, Learning Community & School

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 - Special Called Session
May 9, 2022 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

II. **Budget for 2022-2023 - Mary Ellen Heuton, Chief Financial Officer

III. Adjourn

Hamilton County Board of Education
Board Meeting - Special Called Session
May 9, 2022 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

Attendance Taken at 5:37 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
Dr. Joe Wingate: Present

Also in attendance: Dr. Justin Robertson, Superintendent

Absent: Mr. JaMaal Macon, Student Representative

II. **Budget for 2022-2023 - Mary Ellen Heuton, Chief Financial Officer

Passed: Mrs. Hill made a motion to vote on the budget as provided in the budget book with the addition of the additional expenditures being a 1% increase to the certified scale which is on top of the 2% increase in step, additional funds to implement a competitive classified salary scale which combines the 2% raise and step and a \$15 minimum in the proposed budget, differentiated compensation priorities to spend \$1.2 million and expanding the clinic and generic prescription to all non-covered employees, and the additional \$250,000 for accelerating student achievement, and the charter schools payment of \$515,517--- Chairman McClendon asked to amend the motion to include asking the County Commission for \$10 million recurring funds for infrastructure and this was seconded by Mrs. Jones--after discussion, Mrs. Robinson made a motion, seconded by Mr. Smith to table the amendment and revert back to the original motion - passed with a motion by Mrs. Jenny Hill and a second by Mr. Marco Perez.

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

Mr. James Walker: Yes

Dr. Joe Wingate: Yes

Yes: 8, No: 1

Mr. Tucker McClendon: No

III. Adjourn – The meeting was adjourned at 7:10 p.m.

Chairperson

Date

Superintendent

Date

Hamilton County Board of Education – Draft Minutes – Not Yet Approved by the Board
Board Meeting - Regular Session
May 12, 2022 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

II. **Approval of the Agenda

III. Executive Session - Yes

IV. Pledge to the Flag and Meditation - Russell Meredith, Dawn School Program Coordinator

V. Exemplars of Excellence

A. Recognition of Student Board Members - Dr. Justin Robertson, Superintendent

B. Recognition of The Howard High School - Gold Level for Response to Instruction and Intervention for Behavior Supports - Dr. Jason Vance, Community Superintendent

VI. Presentation(s)

A. Dr. Justin Robertson, Superintendent - 100-Day Transition Plan Report

B. Future Ready 2023! - Effective and Efficient Operations - Dr. Marsha Drake Chief of Equity and Advocacy and Patricia Russell, Executive Director of Social Emotional & Academic Development

VII. 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.

VIII. Board Matters

A. Discussion of an Interlocal Agreement between the Hamilton County Board of Education and Hamilton County Government - Chairman McClendon

IX. **Approval of the Consent Agenda

A. Approval of the Minutes of the April 21, 2022 Regular Session

B. Executive Committee Report

C. Chief of Opportunity and Access - 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. General Operating Amendments

c. School Nutrition

4. Grant Application Requests

a. Exceptional Education Grant Request - Transition School to Work (TDOE) - Mitzi Delker, Exceptional Education Director

X. Administrative Business Matters

A. Chief Talent Officer - Penny Murray

1. **Teachers Eligible for Tenure

XI. Board Matters

A. Chief Strategy Officer - Shannon Moody

1. **2023-2024 School Calendar

B. Discussion of Testing, Mr. Marco Perez and Mrs. Rhonda Thurman

C. Director of Buildings and Grounds - Justin Witt

1. **Normal Park Window Replacement

D. Chief Finance Officer - Mary Ellen Heuton

1. **Emergency Approval of Vendor Prior to Bid Opening

E. Chief Operations Officer - Dr. Robert Sharpe

1. **Renaming CSAS Baseball Field
2. **Renaming Theatre at The Howard School

XII. Delegations

A. Rebecca Day speaking regarding 4.02 Field Trip Policy

B. William Beals, II speaking about safety of children at Red Bank Middle School

XIII. Information Only

A. Legal Services Report

XIV. Events/Announcements

A. Wednesday, May 25, 2022

Half Day for Students - Buses will run

Last Day of School - Report Cards

B. Thursday, May 26, 2022

Administrative In-Service - No Students

C. Monday, June 13, 2022 5:30 p.m.

Board Agenda Session

D. Thursday, June 16, 2022 5:30 p.m.

Board Meeting - Quarterly Session

XV. Adjourn

Hamilton County Board of Education
Board Meeting - Regular Session
May 12, 2022 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

Attendance Taken at 5:35 PM.

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

Attendance Update Taken at 5:38 PM.

Mrs. Karitsa Jones: Present

Attendance Update Taken at 7:25 PM.

Mr. Tucker McClendon: Absent

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

II. **Approval of the Agenda

Passed: Approval of the Agenda with the following amendments: an Executive Session to discuss legal matters with the board will be held; addition of discussion of the Interlocal Agreement regarding facilities which will go above the consent agenda; Delegations will be Rebecca Day and William Beals, II passed with a motion by Mr. Marco Perez and a second by Mrs. Tiffanie Robinson.

Mrs. Karitsa Jones: Absent
Mrs. Jenny Hill: 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
Dr. Joe Wingate: Yes

Yes: 8, No: 0, Absent: 1

III. Executive Session – Yes - The Board recessed into Executive Session after approving the amended agenda. Upon conclusion of the Executive Session, the regular meeting resumed.

IV. Pledge to the Flag and Meditation - Russell Meredith, Dawn School Program Coordinator

V. Exemplars of Excellence

- A. Recognition of Student Board Members - Dr. Justin Robertson, Superintendent
- B. Recognition of The Howard High School - Gold Level for Response to Instruction and Intervention for Behavior Supports - Dr. Jason Vance, Community Superintendent

VI. Presentation(s)

- A. Dr. Justin Robertson, Superintendent - 100-Day Transition Plan Report
- B. Future Ready 2023! - Effective and Efficient Operations - Dr. Marsha Drake Chief of Equity and Advocacy and Patricia Russell, Executive Director of Social Emotional & Academic Development

VII. 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, Mr. McClendon, and Mrs. Robinson

VIII. Board Matters

- A. Discussion of an Interlocal Agreement between the Hamilton County Board of Education and Hamilton County Government - Chairman 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.

Mr. Tucker McClendon:	Absent
Mrs. Jenny Hill:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Marco Perez:	Yes
Mrs. Tiffanie Robinson:	Yes
Mr. Joe Smith:	Yes
Mrs. Rhonda Thurman:	Yes
Mr. James Walker:	Yes
Dr. Joe Wingate:	Yes
Yes: 8, No: 0, Absent: 1	

- A. Approval of the Minutes of the April 21, 2022 Regular Session
- B. Executive Committee Report
- C. Chief of Opportunity and Access - Dr. Neelie Parker

1. Field Trips

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

- # 1. **Central High School** – Thirteen cadets from JROTC would like to attend camp June 5-9, 2022 at Wendell Ford Training Center in Greenville, Kentucky.
- # 2. **Central High School** - Four cadets from JROTC would like to compete in the JROTC Academic Bowl Championship June 24-28, 2022 in Washington, D.C.
- # 3. **Ooltewah High School** – Sixteen members of the dance team would like to attend camp June 14-17, 2022 at Tennessee Tech University.
- # 4. **Red Bank High School** – Fifteen cadets from JROTC would like to attend camp June 5-9, 2022 at Wendell Ford Training Center in Greenville, Kentucky.
- # 5. * **Central High School** – One member of the band performed with the TMEA All State Band April 27-30, 2022 in Nashville, Tennessee.
- # 6. * **Ooltewah High School** – Five members of the track team competed at the state track meet April 19-20, 2022 in Cookeville, Tennessee.

*This item was previously approved by Dr. Justin Robertson, Superintendent and Mr. Tucker McClendon, Board Chairman.

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

- #1. **East Ridge High School** – Seventeen JROTC students will travel to Greenville, KY June 5-9, 2022 to stay at the Wendell Training Center for JROTC Summer Camp.
- #2. **Hixson High School** – Eighteen AF JROTC 9th-12th Leadership students will travel to Concord University in Athens, West Virginia June 11–18, 2022 to attend a Summer Leadership School.
- #3. **Hixson High School** – Eighteen Cheer Team Students will travel to Lagrange, Georgia June 13-15, 2022 to attend cheer camp.
- #4. **Hixson Middle School** – Eighteen Cheer students will travel to Gatlinburg, TN June 20 – 22, 2022 to participate in the UCA Summer Cheer Camp.
- #5. **Hixson High School** – Nine HOSA Future Health Professional Students will travel to Nashville, TN June 22 – 26, 2022 to compete at the International Level in Health Profession Competitions.
- #6. **Hixson High School** – Ten FBLA students will travel to Chicago, Illinois June 28, 2022 – July 3, 2022 to attend the FBLA National Leadership Conference.
- #7. **Sale Creek High School** – Thirty-Five JROTC students will travel to Cleveland, TN May 13-14, 2022 to White Water Raft and promote Teamwork, Competition and Swim Skills.
- #8. **Soddy Daisy High School** – Twenty-Four Girls Basketball Students will travel to Murfreesboro, TN June 6-7, 2022 to attend MTSU’s Basketball Team Camp.

*These items were previously approved by Dr. Justin Robertson, Superintendent and Tucker McClendon, Board Chairman.

D. Chief Financial Officer - Mary Ellen Heuton

1. Bids/Contracts

- A. Request Approval of Bid 23-01 Instructional, Library Supplies & Materials
- B. Request Approval of Bid 23-02 PE Athletic Materials, Supplies & Equipment
- C. Request Approval of Bid 23-03 Science Materials, Supplies & Equipment
- D. Request Approval of Bid 23-06 Computer Software Instructional
- E. Request Approval of Bid 23-07 Medical First Aid Supplies & Equipment
- F. Request Approval of Exceptional Education First Amendment to Services Agreement Stellar Therapy Services, LLC
- G. Request Approval to Renew Panorama Platform License: Social Emotional Learning.

2. Bids procured by the Purchasing Department, in all cases, low bids meeting specifications are recommended.

2. Financial Reports

HAMILTON COUNTY SCHOOLS
REVENUE/EXPENSES VS BUDGET
PERIOD ENDED
March, 2022

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	202,012,481										245,400,000	245,400,000	202,012,481
LICENSES AND PERMITS	12,000	12,000	8,817										12,000	12,000	8,817
CHARGES FOR CURRENT SERVICES	522,000	522,500	397,745				4,810,125	4,131,893	3,229,076	3,618,425	515,418	494,103	8,161,948	5,169,871	4,120,920
OTHER LOCAL REVENUES	300,000	300,000	122,951				3,357,891	6,001,851	1,600,081	21,426	49,490	36,066	3,679,017	6,401,331	1,759,990
STATE OF TENNESSEE	182,717,695	182,859,577	144,736,606										182,717,695	182,859,577	144,736,606
OTHER STATE REVENUES	719,223	4,834,242	2,535,114							199,558	188,658		917,781	6,032,800	2,535,114
FEDERAL GOVERNMENT	990,000	2,226,700	1,260,565							17,919,913	20,394,066	21,549,902	47,296,262	213,964,365	68,697,098
OTHER SOURCES	3,685,000	3,685,000	645,000										3,685,000	3,685,000	645,000
RESERVE/FUND BALANCE * PF/ENCUMBRANCE BUDGET	-	11,759,439	36,384,401			46,751			1,742,614		287,948		-	13,502,082	-
TOTAL REVENUES	434,236,276	455,035,048	351,739,576	28,496,349	190,689,416	45,066,611	7,387,714	12,214,964	4,826,157	21,758,322	21,758,322	22,089,071	491,658,743	676,907,744	424,715,489
EXPENDITURES															
REGULAR INSTRUCTION PROGRAM	71100	216,688,988	216,822,603	164,758,557	8,328,307	54,571,235	18,295,489	2,640,541	6,134,911	2,004,630			225,663,896	277,528,749	176,668,576
SPECIAL EDUCATION INSTR PROG	71200	40,594,155	41,146,397	28,374,752	3,711,455	11,607,794	3,396,051	336,163	638,283	136,247			44,551,773	53,383,064	31,997,050
VOCATIONAL ED INSTR PROG	71300	9,241,261	8,968,742	6,370,372	539,396	2,433,857	853,687		168,050	19,175			9,760,657	11,500,619	7,213,234
ATTENDANCE	72100	2,798,957	2,947,994	1,949,601		698,130	187,389						2,798,957	3,548,034	2,098,990
HEALTH SERVICES	72100	5,091,539	5,173,745	3,913,258		7,713,183	4,951,958	42,500	42,500	17,896			5,134,435	12,929,428	6,101,169
OTHER STUDENT SUPPORT	72100	12,856,141	13,080,203	9,232,656	3,488,195	13,712,746	7,014,652	219,216	288,288	129,085			16,543,461	27,139,207	15,376,353
REG INST SUPPORT	72200	12,639,292	18,158,693	8,992,694	7,929,065	39,434,634	10,162,260	463,748	1,108,974	376,843			20,922,126	49,739,611	19,630,987
SPECIAL ED INST SUPPORT	72200	3,565,344	3,634,984	2,468,728	4,577,887	6,174,218	3,187,695						8,143,211	9,799,202	5,646,423
VOCATIONAL ED INST SUPPORT	72200	294,477	273,826	160,003	64,020	408,918	44,828						319,497	362,144	204,831
EDUCATION TECHNOLOGY	72200	5,749,457	7,698,329	4,271,408	-	934,000	52,395						6,749,457	8,623,019	4,271,993
BOARD OF EDUCATION	72300	6,621,035	6,672,030	5,609,097	-	-	-	100,000	6,889	-			6,721,035	6,772,030	5,615,998
OFFICE OF SUPERINTENDENT	72300	2,845,989	3,011,518	2,234,562	-	-	-	85,810	87,781	64,082			2,731,769	3,099,107	2,288,644
OFFICE OF PRINCIPAL	72400	29,155,910	29,919,443	20,694,543	66,991	988,631.00	350,871						29,172,901	30,508,074	21,045,014
FISCAL SERVICES	72500	3,412,069	3,472,036	2,287,864		676,060	50,996						3,412,069	4,147,036	2,338,560
HUMAN RESOURCES	72500	2,150,119	2,284,223	1,284,616		3,809,282	2,719,175		31,618	7,300			2,180,319	5,101,182	4,071,291
OPERATION OF PLANT	72600	25,892,636	24,762,856	15,790,331		676,753	481,393		7,526	1,674			25,892,636	25,366,134	16,193,290
MAINTENANCE OF PLANT	72600	9,788,168	9,914,797	7,175,278		-	-		200,000	3,000			9,788,168	10,114,797	7,178,878
TRANSPORTATION	72700	20,333,227	21,659,896	15,512,272	229,681	3,347,405	397,459		21,250	5,094			20,665,998	24,398,143	18,918,852
CENTRAL AND OTHER	72800	422,696	444,337	367,616		173,169	14,975		4,278	927			422,696	448,670	367,843
FOOD SERVICE	73100	559,982	568,947.00	284,324	1,124,084	2,333,496	543,971	3,276,207	3,281,841	1,646,818			21,758,322	21,931,481	16,761,962
COMMUNITY SERVICES	73400	2,933,149	3,077,297.00	2,082,699		445,108	39,453	207,630	112,724	76,090			3,140,679	3,635,129	2,189,242
EARLY CHILDHOOD EDUCATION	76100	975,000	975,000	-	-	-	-	-	-	-			975,000	975,000	-
REGULAR CAPITAL OUTLAY		290,000	290,000.00	-	-	-	-	-	-	-			290,000	290,000	-
EDUCATION DEBT SERVICE		3,000,000	8,860,323	7,785,323	-	-	-	-	-	-			3,000,000	8,860,323	7,785,323
CHARTER SCHOOLS (TRANSFERS)		16,336,487	16,336,487	14,611,390	556,490	12,374,639	-	-	-	-			16,336,487	16,336,487	14,611,390
TRANSFERS-STATE GRANTS		-	-	-	-	-	-	-	-	-			556,489	17,377,042	-
TOTAL EXPENDITURES	434,316,276	455,035,048	312,660,091	28,496,349	190,689,416	54,211,481	7,387,714	12,214,964	4,394,639	21,758,322	21,758,322	16,116,967	491,658,743	676,907,744	387,222,449

3/9/2022

3. Budget Amendments

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

b. General Operating Amendments

c. School Nutrition

4. Grant Application Requests

- a. Exceptional Education Grant Request - Transition School to Work (TDOE) - Mitzi Delker, Exceptional Education Director

X. Administrative Business Matters

A. Chief Talent Officer - Penny Murray

1. ****Teachers Eligible for Tenure**

Passed: Approval of Teachers Recommended for Tenure Passed with a motion by Mrs. Jenny Hill and a second by Mr. Marco Perez.

Mr. Tucker McClendon: Absent

Mrs. Jenny Hill: Yes

Mrs. Karitsa Jones: Yes

Mr. Marco Perez: Yes

Mrs. Tiffanie Robinson: Yes

Mr. Joe Smith: Yes

Mrs. Rhonda Thurman: Yes

Mr. James Walker: Yes

Dr. Joe Wingate: Yes

Yes: 8, No: 0, Absent: 1

XI. Board Matters

A. Chief Strategy Officer - Shannon Moody

1. ****2023-2024 School Calendar**

Passed: Approval of the 2022-2023 School Calendar amended to change Spring Break to March 11-15, 2023 was motioned by Mrs. Hill and seconded by Mr. Walker. After discussion, a motion was made by Mrs. Jones and seconded by Mr. Perez to Table approval of the 2022-2023 School Calendar Passed with a motion by Mrs. Jenny Hill and a second by Mr. James Walker.

Mr. Tucker McClendon: Absent

Mrs. Jenny Hill: Yes

Mrs. Karitsa Jones: Yes

Mr. Marco Perez: Yes

Mrs. Tiffanie Robinson: Yes

Mr. Joe Smith: Yes

Mrs. Rhonda Thurman: Yes

Mr. James Walker: Yes

Dr. Joe Wingate: Yes

Yes: 8, No: 0, Absent: 1

s

B. Discussion of Testing, Mr. Marco Perez and Mrs. Rhonda Thurman

C. Director of Buildings and Grounds - Justin Witt

1. **Normal Park Window Replacement

Passed: Approval of the contract and expenditure for replacement windows at Normal Park Passed with a motion by Mrs. Jenny Hill and a second by Mrs. Karitsa Jones.

Mr. Tucker McClendon: Absent

Mrs. Jenny Hill: Yes

Mrs. Karitsa Jones: Yes

Mr. Marco Perez: Yes

Mrs. Tiffanie Robinson: Yes

Mr. Joe Smith: Yes

Mrs. Rhonda Thurman: Yes

Mr. James Walker: Yes

Dr. Joe Wingate: Yes

Yes: 8, No: 0, Absent: 1

D. Chief Finance Officer - Mary Ellen Heuton

1. **Emergency Approval of Vendor Prior to Bid Opening

Passed: Approval of the Emergency Authorization for Vendor Selection and Award prior to bid opening (Authorize early approval of the award of Bid 22-29, Furnish and Installation of Bogen Nyquist E7000 Series Paging System to the lowest qualified, responsive, responsible bidder for the furnishing and installation of a new Bogen paging system at Chattanooga School for Liberal Arts (CSLA), in an amount not to exceed \$150,000. Ratification of this award will be presented to the Board at the next available Board meeting following opening of all bids and final issuance of award. This project is funded by County Bond Funds. Respectfully, we request that the Board authorize early approval of Bid 22-29.) Passed with a motion by Mrs. Jenny Hill and a second by Mr. Marco Perez.

Mr. Tucker McClendon: Absent

Mrs. Jenny Hill: Yes

Mrs. Karitsa Jones: Yes

Mr. Marco Perez: Yes

Mrs. Tiffanie Robinson: Yes

Mr. Joe Smith: Yes

Mrs. Rhonda Thurman: Yes

Mr. James Walker: Yes

Dr. Joe Wingate: Yes

Yes: 8, No: 0, Absent: 1

E. Chief Operations Officer - Dr. Robert Sharpe

1. **Renaming CSAS Baseball Field

Passed: Approval to name the Chattanooga School for the Arts and Sciences baseball field to the James. D. Boles Baseball Field Passed with a motion by Mrs. Karitsa Jones and a second by Mr. Joe Smith.

Mr. Tucker McClendon: Absent

Mrs. Jenny Hill: Yes

Mrs. Karitsa Jones: Yes

Mr. Marco Perez: Yes

Mrs. Tiffanie Robinson: Yes

Mr. Joe Smith: Yes

Mrs. Rhonda Thurman: Yes

Mr. James Walker: Yes

Dr. Joe Wingate: Yes

Yes: 8, No: 0, Absent: 1

2. **Renaming Theatre at The Howard School

Passed: Approval to rename the Howard High School Theatre to the Roland M. Carter Centre for the Arts Passed with a motion by Mr. Marco Perez and a second by Mrs. Karitsa Jones.

Mr. Tucker McClendon: Absent

Mrs. Jenny Hill: Yes

Mrs. Karitsa Jones: Yes

Mr. Marco Perez: Yes

Mrs. Tiffanie Robinson: Yes

Mr. Joe Smith: Yes

Mrs. Rhonda Thurman: Yes

Mr. James Walker: Yes

Dr. Joe Wingate: Yes

Yes: 8, No: 0, Absent: 1

XII. Delegations

A. Rebecca Day speaking regarding 4.02 Field Trip Policy

B. William Beals, II speaking about safety of children at Red Bank Middle School

XIII. Information Only

A. Legal Services Report

XIV. Events/Announcements

XV. Adjourn – The meeting was adjourned at 8:18 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: June 16, 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 May 12, 2022 through June 16, 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: June 16, 2022

RE: Overnight Field Trips

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

- # 1. **Harrison Bay Future Ready Center** – Eight members of Skills USA will travel to Atlanta, Georgia June 19-24, 2022 to attend the National Skills and Leadership Conference.
- # 2. **Signal Mountain Middle High School** – Twenty-five students enrolled in band will travel to Spencer, Tennessee July 8-10, 2022 to attend leadership camp at Fall Creek Falls State Park.
- # 3. **Signal Mountain Middle High School** – Fifteen members of the volleyball team will travel to Knoxville, Tennessee July 20-21, 2022 to attend camp.
- # 4. * **Lookout Valley Middle High School** – Fifteen members of the baseball team traveled to Eagleville, Tennessee May 24-27, 2022 to compete in the state tournament.
- # 5. * **Ooltewah High School** – Two members of the track team traveled to Brentwood, Tennessee May 19-20, 2022 to compete in the state decathlon competition.
- # 6. * **Ooltewah High School** – Three members of the track team traveled to Murfreesboro, Tennessee May 25-26, 2022 to compete in the state tournament.
- # 7. * **Ooltewah High School** – Twelve cadets enrolled in JROTC traveled to Greenville, Tennessee June 5-9, 2022 to attend leadership camp.
- # 8. * **Signal Mountain Middle High School** – Sixteen members of the girls' basketball team traveled to Murfreesboro, Tennessee June 6-8, 2022 to attend camp at MTSU.

*This item was previously approved by Dr. Justin Robertson, Superintendent and Mr. Tucker McClendon, Board Chairman.

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

Day **Overnight** (Must go to Board for Approval) Today's Date: 5/2/2022

Exceptional Ed Learning Community PreK

School Harrison Bay Future Ready Grade/Group/Team Skills USA

Departure Date/Time 6/19/2022 12:00p.m. Return Date/Time 6/24/2022 3:00 p.m.

Event/Venue NSLC/Atlanta Conv. Center(entire Center) Address 240 OPeach Tree Street-Atlanta, GA 30303

Instructional value Students gain futher knowledge into their chosen field.

Evaluation Student will be reviewed and judged against students from all 50 states.

Fee Requested \$ 400.00 How Acquired? Fees collected from students

Total # of Students 8 Total # of Staff 4 Total # of Chaperones 1 Nurse Required: Yes No

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

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

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

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

Handicap Accessible Bus Cost \$ _____

Charter Bus (Board Approved) _____ Cost \$ _____

Cars List Driver(s) Keith Bright, Christopher James, Justin Walley Cost \$ 200.00

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: Keith Bright (5 days), Justin Walley, Vanessa Moss (3 days) Ellen Holl (2 days)

Chaperones: Mrs. Dawn Bright

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

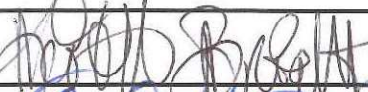
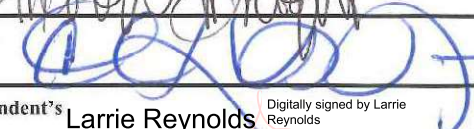
*Number of trips this group expects to take which will require funds 1

*Estimated cost to parent support groups for this trip \$ 500.00

*Projects students have undertaken to secure funds Advisory Board/Donations/ Grants/Drive

*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>5/3/22</u>
Principal's Signature: 	Date: <u>5/3/22</u>
LC Superintendent's Signature: <u>Larrie Reynolds</u> <small>Digitally signed by Larrie Reynolds Date: 2022.05.03 15:32:10 -0400</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: 5/16/22

Career/Tech. Exceptional Ed Learning Community Opportunity Zone PreK

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

Departure Date/Time 7/8/22, 12:30pm Return Date/Time 7/10/21, 11:00am

Event/Venue Fall Creek Falls State Park Address 2009 Village Camp Road Spencer, TN 38585

Instructional value Students will participate in a leadership camp.

Evaluation Students will reflect on the experience upon return to school.

Fee Requested \$ \$20 How Acquired? Student paid

Total # of Students 25 Total # of Staff 2 Total # of Chaperones 4 Nurse Required: Yes No

Number of subs needed None Funding source for subs _____

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

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

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

Charter Bus (Board Approved) _____ Cost \$ _____

Cars List Driver(s) Parents are responsible for student transportation Cost \$ _____

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

List Chaperones:

Staff: Drew Buckner, Shelby Walker

Chaperones: Matt Broom, Cody Thompson, Jordan Pitner, Holly Paxton

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 None



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

*Estimated cost to parent support groups for this trip \$ 0.00

*Projects students have undertaken to secure funds _____

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

*Travel itinerary attached with name/address of accommodations Yes

Teacher's Signature:		Date: <u>5/16/22</u>
Principal's Signature:		Date: <u>5-18-22</u>
Director's Signature:	Robert Sharpe <small>Digitally signed by Robert Sharpe Date: 2022.05.23 08:45:46 -04'00'</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: 5/20/2022

Exceptional Ed Learning Community PreK
School SMMHS Grade/Group/Team HS Volleyball

Departure Date/Time 7/20/2022 6 AM Return Date/Time 7/21/2022 8 PM

Event/Venue Knoxville Convention Center Address 701 Henley Street, Knoxville, TN

Instructional value Acquire Volleyball Skills at Team Camp

Evaluation Improved skill and teamwork

Fee Requested \$ 0 How Acquired? _____

Total # of Students 15 Total # of Staff 1 Total # of Chaperones 1 Nurse Required: Yes No

Number of subs needed 0 Funding source for subs _____

- Total # of Students with 504 Plan 0 Modifications Needed _____
- 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 are responsible for Student Transportation Cost \$ _____

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

List Chaperones:

Staff: Kim Rackel

Chaperones: Sarah Ramsey

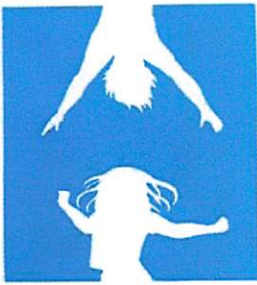
Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? Yes

***Overnight Field Trips**

- *Number of students not attending for economic reasons 0
- *Number of trips this group expects to take which will require funds 4
- *Estimated cost to parent support groups for this trip \$ 1200
- *Projects students have undertaken to secure funds Youth Camp
- *Co-ed trips require co-ed chaperones. Have you complied? Yes
- *Travel itinerary attached with name/address of accommodations Yes

Teacher's Signature: <u>Kim Rackel</u>	Date: <u>5/27/22</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>5-27-22</u>
LC Superintendent's Signature: <u>Robert Sharpe</u> <small>Digitally signed by Robert Sharpe Date: 2022.05.27 13:36:17 -04'00'</small>	Date: _____

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board
School: Lookout Valley Middle-High School
Date: 5/23/2022 Trip Dates: 5/24/2022-5/27/2022

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

Lookout Valley High School Baseball team qualified for the State Tournament
friday 5/20 with a sub-state victory. Today is the first opportunity we have
had to submit the request for the trip.

LeeAnn McBryar
Principal Signature

5-23-22
Date

[Signature]
Deputy Superintendent

5/23/22
Date

APPROVED:

[Signature]
Superintendent Signature

5/23/2022
Date

[Signature]
Board Chairman Signature

5/23/2022
Date

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

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

Today's Date: 5/23/2022

Exceptional Ed Learning Community PreK

School Lookout Valley Middle-High School

Grade/Group/Team HS Baseball Team

Departure Date/Time 5/24/2022 11:00am

Return Date/Time 5/27/2022 10:00pm

Event/Venue Spring Fling, HS Baseball State Tournament

Address 500 Old Hwy 99 Eagleville, TN 37060

Instructional value State Baseball Tournament

Evaluation The Value of competition in regard to the real world life experience

Fee Requested \$ 0 How Acquired? _____

Total # of Students 15 Total # of Staff 2 Total # of Chaperones 3 Nurse Required: Yes No

Number of subs needed 2 Funding source for subs ESS

- 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) Joshua Payne, Jason Flowers, Donnie Pell, Andrew McBryar, Tommy-Dale Winchester 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:

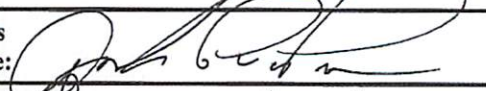
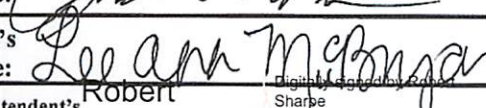
Staff: Joshua Payne, Jason Flowers, Jill McBryar, Lee Ann McBryar

Chaperones: Donnie Pell, Andrew McBryar, Tommy-Dale Winchester

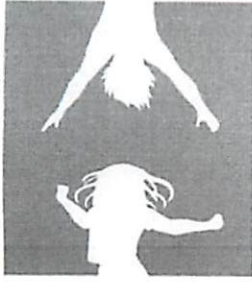
Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? Yes

***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
gate money, concession money, fundraisers for booster club.
- *Projects students have undertaken to secure funds _____
- *Co-ed trips require co-ed chaperones. Have you complied? Yes
- *Travel itinerary attached with name/address of accommodations Yes

Teacher's Signature: 	Date: <u>5/23/22</u>
Principal's Signature: 	Date: <u>5-23-22</u>
LC Superintendent's Signature: <u>Robert Sharpe</u> <small>Digitally signed by Robert Sharpe Date: 2022.05.23 14:32:37 -04'00'</small>	Date: _____

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Ooltewah High School

Date: 5/12/2022 Trip Dates: May 19th & 20th

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

The decathlon dates fall on the same day as graduation. Both students are seniors and decided to compete in the TSSAA decathlon instead of attending graduation.


Principal Signature

5/13/22
Date


Deputy Superintendent

5/16/22
Date

APPROVED:


Superintendent Signature

5/17/22
Date


Board Chairman Signature

05/17/2022
Date

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

Day **Overnight** (Must go to Board for Approval) Today's Date: 5/12/2022

Exceptional Ed Learning Community PreK
School Ooletwah High School Grade/Group/Team Track Team

Departure Date/Time 5/19/2022 6:45 AM Return Date/Time 5/20/2022 9:00 PM

Event/Venue State Decathlon Brentwood High School Address 5304 Murray Ln, Brentwood, TN 37027

Instructional value N/A

Evaluation N/A

Fee Requested \$ 0 How Acquired? 0

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

Number of subs needed 2 Funding source for subs HCDE

- Total # of Students with 504 Plan 0 Modifications Needed 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) Les Boyum, Ryan Kramer, or student parent. 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:


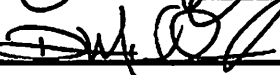
Staff: Les Boyum and Ryan Kramer

Chaperones: _____

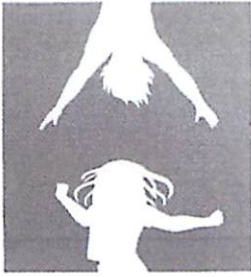
Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? Yes

***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>5-12-22</u>
Principal's Signature: 	Date: <u>5/13/22</u>
LC Superintendent's Signature: Larrie Reynolds <small>Digitally signed by Larrie Reynolds Date: 2022.05.16 10:27:34 -04'00'</small>	Date: _____

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Ooltewah High School

Date: 5/20/2022 Trip Dates: 5/25 & 26/ 2022

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

Students had to compete in the TSSAA Sectional meet in order to advance to the TSSAA State Meet.


Principal Signature

5/20/22
Date


Deputy Superintendent

5/23/22
Date

APPROVED:


Superintendent Signature

5/23/22
Date


Board Chairman Signature

5/23/2022
Date

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

Day **Overnight** (Must go to Board for Approval) Today's Date: 5/17/2022

Exceptional Ed **Learning Community** PreK

School Ooltewah High School Grade/Group/Team Track Team

Departure Date/Time 5/25/2022 3:00 PM Return Date/Time 5/26/2022 9:00 PM

Event/Venue TSSAA State Track Meet MTSU Address 1301 E Main St, Murfreesboro, TN 37132

Instructional value N/A

Evaluation N/A

Fee Requested \$ 0 How Acquired? 0

Total # of Students 3 Total # of Staff 1 Total # of Chaperones 0 Nurse Required: Yes No

Number of subs needed 0 Funding source for subs 0

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

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

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

Handicap Accessible Bus Cost \$ _____

Charter Bus (Board Approved) _____ Cost \$ _____

Cars List Driver(s) Les Boyum or own parent 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: Les Boyum

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

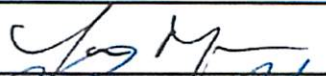

*Number of trips this group expects to take which will require funds 0

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

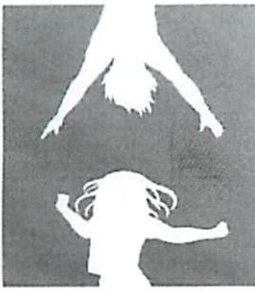
*Projects students have undertaken to secure funds 0

*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>5/20/22</u>
Principal's Signature: 	Date: <u>5/20/22</u>
L.C Superintendent's Signature: <u>Laurie Reynolds</u> <small>Digitally signed by Laurie Reynolds Date: 2022.05.20 12:50:23 -0400</small>	Date: _____

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board
School: Ooltewah High School
Date: 5/9/22 Trip Dates: 5-9 June 2022

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

Needs to be resubmitted for a correction.

[Signature]
Principal Signature

5/17/22
Date

[Signature]
Deputy Superintendent

5/23/22
Date

APPROVED:

[Signature]
Superintendent Signature

5/23/22
Date

[Signature]
Board Chairman Signature

5/23/2022
Date

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

Day **Overnight** (Must go to Board for Approval) Today's Date: 5/17/2022

Exceptional Ed Learning Community PreK

School Ooltewah High School Grade/Group/Team JROTC

Departure Date/Time 05 June 2022/08:00am Return Date/Time 09 June 2022/5:00pm

Event/Venue JCLC/Wendell Ford KYNG Address 4675 KY-181 N, Greenville, KY 42345

Instructional value JROTC Cadet Leadership Challenge (Summer Camp)

Evaluation None

Fee Requested \$ 0 How Acquired? _____

Total # of Students 12 Total # of Staff 1 Total # of Chaperones 1 Nurse Required: Yes No

Number of subs needed 0 Funding source for subs _____

- Total # of Students with 504 Plan 0 Modifications Needed _____
- 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/Rocky Top Tours Cost \$ _____

Cars List Driver(s) _____ Cost \$ _____

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

List Chaperones:

Staff: Chief Fleming

Chaperones: Maureen Moses

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

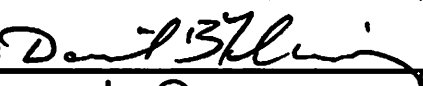

*Number of trips this group expects to take which will require funds 0

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

*Projects students have undertaken to secure funds NA

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

*Travel itinerary attached with name/address of accommodations Yes

Teacher's Signature: <u></u>	Date: <u>5/17/22</u>
Principal's Signature: <u></u>	Date: <u>5/17/22</u>
LC Superintendent's Signature: <u>LC Superintendent's</u> <small>Digitally signed by Larrie Reynolds Date: 2022.05.20 10:48:58 -0400</small>	Date: _____

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Signal Mountain HS

Date: 5-3-22 Trip Dates: June 6-8

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

When I looked up the dates on the sheet, I misread it.

[Signature]
Principal Signature

5-3-22
Date

[Signature]
Chief Schools Officer

5/4/22
Date

APPROVED:

[Signature]
Superintendent Signature

5/9/22
Date

[Signature]
Board Chairman Signature

5/12/2022
Date

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

Day **Overnight** (Must go to Board for Approval) Today's Date: 4-27-22

Exceptional Ed Learning Community PreK
School Signal Mountain HS Grade/Group/Team HS GIRL'S BASKETBALL

Departure Date/Time June 6 9:00 am Return Date/Time June 8 8:00 pm

Event/Venue MTSU Team Camp Address MTSU Women's Basketball Box 424 Murfr

Instructional value Improvement of Team and Individual Play Team Bonding

Evaluation During Game Play and Social Activities

Fee Requested \$ 195 How Acquired? Peach Sale/Gym Signs

Total # of Students 16 Total # of Staff 3 Total # of Chaperones 0 Nurse Required: Yes No

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

- Total # of Students with 504 Plan 0 Modifications Needed 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) _____ Cost \$ _____
- Cars List Driver(s) Kendra Bell, Michael Lane and Casey Newell 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: Kendra Bell, Casey Newell, Michael Lane

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 Peach Sale/Gym Signs

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

*Travel itinerary attached with name/address of accommodations Yes

Teacher's Signature: <u>Kendra Bell</u>	Date: <u>4-27-22</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>4-29-22</u>
LC Superintendent's Signature: <u>Robert Sharpe</u> <small>Digitally signed by Robert Sharpe Date: 2022.05.04 13:56:05 -04'00'</small>	Date: _____

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT 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, North River Learning Community
Dr. Jason Vance, Community Superintendent, Missionary Ridge Learning
Community

DATE: June 16, 2022

RE: Overnight Field Trips

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

- #1. **Sale Creek High School** – Twenty-Four students on the Sale Creek High School Volleyball Team will travel to Eagleville, TN July 20-22, 2022 to compete in team competitions.
- #2. **Soddy Daisy High School** – Fourteen Soddy Daisy High School Cheerleaders will travel to Murfreesboro, TN July 16-18, 2022 to attend the MTSU UCA Camp.
- #3. **Tyner Academy** – Seventeen students on the Tyner Academy Cheerleading Team will travel to Rome, GA July 11-14, 2022 to attend the FCA Cheer Camp at Shorter University.
- #4.* **Hixson High School** – Eleven students on the Special Olympics team travelled to Nashville, TN May 20-22, 2022 to participate in the State Summer Games at Lipscomb University.
- #5*. **Sale Creek High School** – Fourteen JROTC students travelled to Wendell Ford, KY June 5-9, 2022 to attend JROTC Summer Camp.
- #6*. **Soddy Daisy High School** – Twenty-Two on the Softball team travelled to Murfreesboro, TN May 23-27, 2022 to compete in the State Play Off.

*These items were previously approved by Dr. Justin Robertson, Superintendent and Tucker McClendon, Board Chairman.

Request for Field Trip Approval

Day Overnight (Must go to Board for Approval)

Today's Date: 5/23/2022

Exceptional Ed

Learning Community

PreK

School Soddy Daisy High School

Grade/Group/Team Softball

Departure Date/Time 5/23/2022 12 Noon

Return Date/Time 5/27/2022 11 p.m.

Event/Venue Starplex

Address 2302 Memorial Blvd., Murfreesboro, TN 37129

Instructional value Team is going to State Play-Off

Evaluation Championship

Fee Requested \$ 0 How Acquired?

Total # of Students 22 Total # of Staff 2 Total # of Chaperones 1 Nurse Required: Yes No

Number of subs needed 0 Funding source for subs

• Total # of Students with 504 Plan 0 Modifications Needed 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) Vans - Paid by Boosters - Drivers are Kelsey Nunley Moore, Jeremy Gooden, Michael Faires 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: Kelsey Nunley-Moore, Jeremy Gooden

Chaperones: Michael Faires (Approved by Central Office)

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: 5/23/22
Principal's Signature:	Date: 5/23/22
LC Superintendent's Signature: Elaine Harper	Digitally signed by Elaine Harper Date: 2022.05.23 14:50:51 -04 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: 29 April 2022

Exceptional Ed Learning Community PreK

School Sale Creek High School Grade/Group/Team 9-12 JROTC

Departure Date/Time Sunday, 5 June 2022/ 8:00 a.m. Return Date/Time Thursday, 9 June 2022/ 5:00 p.m.

Event/Venue JCLC (JROTC Summer Camp)/ Wendell Ford, KY Address 4675 Rt 181181 N Greenville, KY

Instructional value Leadership Training, Platoon & Co. Ops, Teamwork, Physical Fitness, Swim Skills

Evaluation JCLC Tab, Rappel Tab, JCLC ribbon

Fee Requested \$ 0 How Acquired? _____

Total # of Students 14 Total # of Staff 2 Total # of Chaperones 3 Nurse Required: Yes No

Number of subs needed 0 (summer) Funding source for subs _____

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

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

- County School Bus Cost \$ _____ Bus # _____ Driver's Name _____
- Handicap Accessible Bus Cost \$ _____
- Charter Bus (Board Approved) Rockytop Tours Cost \$ Army Paid
- 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: LTC Dave Storey, CSM Paul Vallade

Chaperones: Sherri Simpson (Red Bank), Rebekah Stinnett (Rhea County), Maureen Moses (Ooltewah)

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 _____
- *Estimated cost to parent support groups for this trip \$ 0
- *Projects students have undertaken to secure funds N/A
- *Co-ed trips require co-ed chaperones. Have you complied? Yes
- *Travel itinerary attached with name/address of accommodations Yes

Teacher's Signature: _____	Date: <u>29 Apr 2022</u>
Principal's Signature: _____	Date: <u>4/29/2022</u>
LC Superintendent's Signature: <u>Elaine Harper</u>	Date: <u>2022/05/09 14:00:28 -04'00'</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: 5-9-22

Exceptional Ed Learning Community PreK

School Hixson High School Grade/Group/Team Special Olympics

Departure Date/Time 5/20/22 11:00 a.m. Return Date/Time 5/22/22 1:00 p.m.

Event/Venue State Summer Games Lipscomb Univ Address 1 University Park Drive, Nashville TN 37204

Instructional value Giving students continued opportunities to develop physical fitness and social skills

Evaluation observation and awards ceremony

Fee Requested \$ 20 How Acquired? Students bring for lunch or souvenirs to purchase

Total # of Students 11 Total # of Staff 6 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 0
- Total # of Students with Disabilities 9 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) Tina Gower, Pam Huggins, Nancy Chadwick, Cheryl Evans, Kristen Swaney Cost \$ gas

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: Tina Gower, Pam Huggins, Nancy Chadwick, Cheryl Evans, Chris McDaniel, Kristen Swaney

Chaperones: _____

Background checks on non HICDE 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 \$ 15

*Projects students have undertaken to secure funds Cookie Sales, Concession Stand

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

*Travel itinerary attached with name/address of accommodations Yes

Teacher's Signature: <u>Tina Gower</u>	Date: <u>5/9/22</u>
Principal's Signature: <u>Tee Ziegler</u>	Date: <u>5/9/22</u>
LC Superintendent's Signature: <u>Elaine Harper</u>	Date: <u>5/10/22</u>
Digitally signed by Elaine Harper Date: 2022.05.12 08:12:17 -04'00'	

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: 5/6/2022

Exceptional Ed Learning Community PreK
School Tyner Academy Grade/Group/Team Cheerleading Team

Departure Date/Time Jul 11, 2022 10:30am Return Date/Time July 14, 2022 11am

Event/Venue FCA Cheer Camp at Shorter University Address 315 Shorter Ave, Rome, GA 30165

Instructional value Cheerleaders will work on skills and team bonding.

Evaluation None

Fee Requested \$ 0 How Acquired? _____

Total # of Students 17 Total # of Staff 2 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 none
- Total # of Students with Disabilities 0 Modifications Needed none

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

- County School Bus Cost \$ _____ Bus # _____ Driver's Name _____
- Handicap Accessible Bus Cost \$ _____
- Charter Bus (Board Approved) _____ Cost \$ _____
- Cars List Driver(s) Parents will drop students off and pick them up from Shorter University Cost \$ 0

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

List Chaperones:

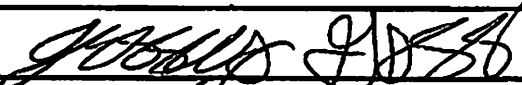
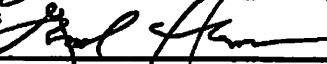
Staff: Jessica Gass, Suzanne Scott

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>5/6/22</u>
Principal's Signature:		Date:	<u>5/6/22</u>
LC Superintendent's Signature:	<u>Dr. Jason Vance</u>	Date:	<u>2022.05.09 08:21:54 -04'00'</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: 4/21/22

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

Departure Date/Time 7/16/22; 7:00am Return Date/Time 7/18/22; 5:00pm

Event/Venue UCA Camp @ MTSU Address 2269 Middle Tennessee Blvd Murfreesboro, TN 37132

Instructional value Learn material for season, team bonding, leadership skills

Evaluation Judges from UCA will evaluate material learned

Fee Requested \$ 421.35 How Acquired? fundraising/parent payment

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

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

- 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) _____ Cost \$ _____
- Cars List Driver(s) Parents responsible for drop off and pick up 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: Breanne Dalton, Cristina Burdine, Lacey Brown

Chaperones: _____

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

***Overnight Field Trips**

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



*Number of trips this group expects to take which will require funds 4

*Estimated cost to parent support groups for this trip \$ 421.35

*Projects students have undertaken to secure funds fundraising year round

*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>4/21/22</u>
Principal's Signature: 	Date: <u>4/20/22</u>
LC Superintendent's Signature: Elaine Harper	Digitally signed by Elaine Harper Date: 2022.05.02 08:22:35 -04'00' 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: April 28, 2022

Exceptional Ed

Learning Community

PreK

School Sale Creek High School

Grade/Group/Team Volleyball Team

Departure Date/Time 7/20/22 7:00 AM

Return Date/Time 7/22/22 9:00 PM

Event/Venue Eagleville High School

Address 500 HWY 99, Eagleville, TN 37060

Instructional value competition for skill development

Evaluation performance, video observation

Fee Requested \$ 0 How Acquired? N/A

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

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

• 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) _____ Cost \$ _____

Cars List Driver(s) Debbie Hill, Warren Hill, Erin Briner, Shelby Elliott 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: Erin Briner, Debbie Hill

Chaperones: Warren Hill, Shelby Elliott

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 4

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

*Projects students have undertaken to secure funds N/A

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

*Travel itinerary attached with name/address of accommodations Yes

Teacher's Signature: <u>Erin Briner</u>	Date: <u>4/28/22</u>
Principal's Signature: <u>Elaine Harper</u>	Date: <u>4/29/2022</u>
LC Superintendent's Signature: <u>Elaine Harper</u>	Digitally signed by Elaine Harper Date: 2022.05.02 14:08:40 -04'00' Date: _____

**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: June 16, 2022

RE: Bids/Contracts

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

- A. Request Approval for Renewal of Property, Casualty and Liability Insurance Coverage from Tennessee Risk Management Trust. This coverage will be in effect beginning July 1, 2022 and will be effective for 12 months. Approval will ensure that this coverage continues upon expiration of the current coverage.
- B. Request Approval of MOU with Centerstone Mental health Centers, Inc.
- C. Request Approval of Renewal with Book Systems, Inc.-Atrium
- D. Request Approval of Crisis Prevention Institute, Inc. (CPI) for 2022-23SY
- E. Request Approval of Telemetrics Corporation for 2022-23SY
- F. Request Approval of NCS Pearson, Inc. for 2022-23SY
- G. Request Approval of Contract with Orange Grove Center, Inc.
- H. Request Approval of Agreement with Parkridge Medical Centers, Inc, dba Parkridge Valley Hospital.
- I. Request Approval of Contract with Signal Centers, Inc.
- J. Request Approval of Agreement with Stellar Therapy, LLC for Speech/Language Billing and Related Administrative Services.
- K. Request Approval of Contract with Stellar Therapy, LLC – RFP/Bid File #19-44 Recovering Funds from Tenn Care-Medicaid.
- L. Request Approval of Public Consulting Group-Student Success Planning
- M. Request Approval of Bid 22-27 Supply Analog Clocks
- N. Ratification of Early Approval for Bid 22-29 Furnish and Installation of Bogen Nyquist E7000 Series Paging System at Chattanooga School for Liberal Arts (CSLA)
- O. Request Approval to continue use of previous school year authorized Charter Coach Carrier Service Providers for ongoing use through September 30, 2022.
- P. Recommendation for Approval for the School Nutrition Program, Renewal of RFP #21-29 Main Food and Non-Food Items

- Q. Request Approval of Renewal of Ellevation Subscription with Curriculum Associates, LLC.
- R. Request Approval to purchase SmartMusic Educator Subscription from MakeMusic
- S. Request Approval of a 3-year Contract for Site-wide Licenses with PackBack.
- T. Request Approval to purchase Tennessee ACT Vouchers.
- U. Request Approval of E-Rate Network Upgrades
- V. Request Approval to Renew all SIS related PowerSchool License and Subscription Fees.
- W. Request Approval to participate in Equalis Group Cooperative Purchasing Organization.
- X. Request Approval of RFP 22-30 Medical and Prescription Drug Stop Loss Policy.
- Y. Request Approval of MOU between HCS and PEF for the Innovative High School Model Grant.
- Z. Request Approval of Architectural/Engineering & Design Services firms for 2022/2023sy

2. Bids procured by the Purchasing Department, in all cases, low bids meeting specifications are recommended.

3. Recommend approval as presented.

LC:de



COST SUMMARY
TENNESSEE RISK MANAGEMENT TRUST
JULY 1, 2022 - JULY 1, 2023
Hamilton County School System

Property - all Buildings and Contents including: Electronic Data Processing Equipment, Media & Extra Expense, Contractors Equipment & Miscellaneous Equipment, Valuable Papers, and Money & Securities	\$3,185,142
Employee Blanket Bond	Included
Auto Liability & Physical Damage	Included
General Liability	Included
Cyber Liability	Included
Boiler & Machinery	Included
School Leaders Errors & Omissions	Included
Student and Athletic Accident	Included
TOTAL PREMIUM:	\$3,185,142

TENNESSEE RISK MANAGEMENT TRUST
COVERAGE LIMITS
(Inclusive of Pooled Retention)

Building	Blanket	All Risk Replacement Cost (Vacant or Abandoned Buildings covered at Actual Cash Value)
Contents	Blanket	All Risk Replacement Cost
Inland Marine	Per Schedule	Actual Cash Value
Electronic Data Processing	\$1,000,000	Per occurrence including hardware, media and extra expense
Miscellaneous Equipment	\$500,000	Per occurrence
Extra Expense	\$5,000,000	Per Occurrence
Valuable Papers	\$1,000,000	Per Occurrence
Deductible	\$500	Each occurrence All First Party losses
Law and Ordinance	\$5,000,000	Per Occurrence
Employee Fidelity	\$400,000	Each and every loss
Depositors' Forgery	\$400,000	Each and every loss
Money Orders & Counterfeit Papers	\$400,000	Each and every loss
General Liability including all employees as additional insured (Occurrence Form)	\$2,000,000	Per Occurrence Includes Sexual Harassment, Sexual Misconduct, Corporal Punishment and Teacher's Professional Liability Sexual Abuse Coverage for Accused Perpetrator (Discretionary legal defense available up to \$35,000 for falsely accused perpetrator)
Educators Legal Liability/Errors & Omissions (Claims Made Form)	\$2,000,000	Per Occurrence, \$2,500 Retention Includes Non-Monetary Defense Costs \$100,000 Annual Aggregate/\$2,500 Deductible
Employee Benefits Liability (Claims Made Form)	\$2,000,000	Per Occurrence/\$2,500 Deductible
Defense of Ouster	\$100,000	Per Occurrence/Defense Only
Automobile Liability	\$2,000,000	Per Occurrence
Auto Physical Damage	Included	Actual Cash Value (Collision & Comprehensive)
Auto Uninsured/Underinsured Motorist	\$2,000,000	Per Occurrence
Auto Med Pay	\$5,000/\$100,000	Any one Person/Any one Claim
Athletic Participation Liability	\$2,000,000	Combined Single Limit
Cyber Liability (Claims Made Form)	\$1,000,000	Each and every loss (\$1,000 deductible)

Limits are paid according to the Tennessee Tort Liability Act. These limits are \$300,000 for Bodily Injury to one person in one accident, \$700,000 for two or more persons and \$100,000 Property Damage. Limit is \$2,000,000 per occurrence if immunity defense does not apply.

TENNESSEE RISK MANAGEMENT TRUST CLAIMS-MADE COVERAGE-EDUCATORS LEGAL LIABILITY

The TNRMT Educators Legal Liability Coverage is underwritten on a claims-made basis whereby School Board Legal claims are covered if:

1. Incident giving rise to claim occurred after the retroactive date.
2. Claim is made during the policy period or extended reporting period.

If a claim of this type occurs during a policy period with another program underwritten on a "claims-made" basis and the claim or incident is *not* reported during that previous policy period, but instead reported more than 60 days after the policy's expiration, coverage can be provided only from one of two possible sources:

1. Purchase of extended reporting period on the other programs' expiring insurance policy to extend the allowable reporting period to a minimum of 24 months for claims, which occurred during the actual policy period (coverage would be provided by the expiring policy).
2. Purchase of a retroactive date under the TNRMT program to cover claims, which occurred prior to the inception of the TNRMT coverage, but were not reported or known prior to the new coverage period (coverage would be provided by the TNRMT).

Neither one of these options is automatic and must be specifically requested since it will often require an additional premium charge. These aspects must be carefully considered if a participant should ever contemplate withdrawal from the Tennessee Risk Management Trust.

**TENNESSEE RISK MANAGEMENT TRUST
WHAT IS NOT INCLUDED**

- Physical damage to personally owned automobiles
- Physical damage for military surplus vehicles or other similar vehicles not originally designed or registered for highway use.
- Property losses of a degenerative nature or from loss by insect or vermin, including mold, wear and tear, and deterioration
- Any loss from flood in flood zone "A" or zones prefixed in "A"
- Pollution unless specifically endorsed
- Mold or Fungus
- War Risk
- Terrorism (unless Certified Act of Terrorism under TRIA Act)
- Aircraft Liability
- The Deductible as listed on individual Certificates (included in the packet)
- Medical Malpractice – Doctors, Clinics or Hospitals (employed school nurses covered)
- Nuclear Liability or Damage
- Inverse Condemnation
- Asbestos Bodily Injury & Property Damage
- AIDS Liability
- Loss of or damage to Watercraft over 26 feet
- Purchase, use, maintenance or storage of any form or component of pyrotechnics, explosives or projectiles, fire and/or flame throwing apparatus, arising from a demonstration or celebration involving these or similar items.
- Pension and Welfare Fiduciary Responsibility Insurance
- Electromagnetic Fields
- Wages
- Liability arising from organic pathogens

This packet is issued as a matter of information only and does not amend, extend, or alter the coverage provided by the actual insurance policies and coverage documents.

TENNESSEE RISK MANAGEMENT TRUST

NAMED INSURED

Tennessee Risk Management Trust (TNRMT) and its participating Board Liability Trust Members, their officers, employees, and agents of the boards including elected officials, appointed boards, commissions, including election commissions, officials, officers, employees, administrators and volunteers, both individually and collectively, when acting within the scope and performance of their duties.

INSURANCE COMPANY SELECTION

A.M. Best's Insurance Reports is a guidebook the insurance industry uses to determine the financial stability of an insurance company.

A copy of the Best's Insurance Reports for each of the insurance companies quoted is available for your review.

While we strive to be certain that your insurance is placed with reputable, highly-rated insurance companies, we have no way of guaranteeing the financial accuracy of the Best's Insurance Reports or the financial stability of any insurance company. Coverage will be placed with one or more of the following insurance companies

Company Proposed	Best's Assigned Rating
Travelers Indemnity Company	A++XV
Great American Insurance Company	A+XV
Great American E&S Insurance Company	A+XV
Travelers Property Casualty Company of America	A++XV
Chubb/Ace American	A++XV

Alphabetical Listing

A+ = Superior
A = Excellent
B+ = Very Good
B = Good
C+ = Fair
C = Marginal

Numerical Listing

Ranges from I to XV
I - Smallest Company
XV - Largest Company

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

MEMORANDUM

TO: Hamilton County School Board Members
Dr. Justin Robertson, Superintendent

FROM: Patricia Russell, Executive Director of Social Emotional & Academic Development

DATE: June 16, 2022

RE: Memorandum of Understanding with Centerstone Mental Health Centers, Inc.

I am requesting that the Board approve the attached Memorandum of Understanding (MOU) between the Hamilton County Department of Education, Division of Exceptional Education, and Centerstone Community Mental Health Centers, Inc. The purpose of this MOU is to provide school-based mental health services, in Hamilton County schools, for students exhibiting significant emotional and behavioral challenges.

- Centerstone offers school-based services within many Tennessee schools. Providing integrated mental health treatment for children and adolescents, school-based therapists/case managers work within preschool, elementary, middle and high school classrooms helping students overcome behavioral, emotional, or social problems that interfere with success at school and at home. Common issues may include:
 - Aggression
 - Anxiety
 - Depression
 - Isolation
 - Poor social skills
 - Stress
 - Trauma
 - Truancy

School-Based Therapists help students reduce disruptive behavior and improve self-monitoring skills. Integrated as members of the school team, therapists/case managers serve youth in a familiar setting, offering little interruption to their school day. School-based services include:

- Individual and group therapy
- Family counseling
- Classroom observations
- Risk assessments, as needed (suicidal or homicidal)
- Specialized training and support services for parents and teachers
- Collaboration with other community providers
- Linkage to additional community resources

Teachers, school counselors, principals, and parents refer students into the program. Programs may be funded by state or federal grants, or TennCare. HCDE will not be asked to pay for or bill for any services. We will only be referring students, based on needs. All funding is handled by Centerstone.

Thank you in advance for your consideration of this request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Mental Health Risk Retention Group	NAIC # 44237
INSURED Centerstone of Tennessee, Inc. 44 Vantage Way Suite 400 Nashville, TN 37228		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W24801181

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

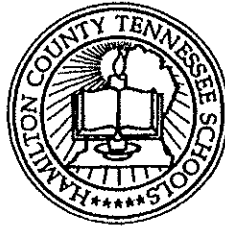
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			COP0002011	11/06/2021	11/06/2022	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			COP0002011	11/06/2021	11/06/2022	Limit of Insurance \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Hamilton County Board of Education Attn: Patricia Russell, Social Emotional & Academic Dept 3074 Hickory Valley Road Chattanooga, TN 37421	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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MEMORANDUM OF UNDERSTANDING (MOU)
Hamilton County Department of Education
and
Centerstone Community Mental Health Centers, Inc.

The School-Based Services division of Centerstone Community Mental Health Centers, Inc. agrees to enter into an annually renewable agreement with Hamilton County Board of Education. Centerstone will employ staff that will provide School-Based Mental Health Services in designated Hamilton County Schools. The staff will be an employee of Centerstone's School-Based Program and will have experience working with school age children who have emotional and behavioral challenges.

Hamilton County Schools will:

- provide a suitable private space for individual counseling
- develop a referral system for services
- support the counseling services to allow the School-Based Therapist access to the students and classrooms when needed
- include School-Based Therapist in IEP meetings, S-teams, and other appropriate meetings
- provide feedback on the performance of the School-Based Therapist as requested

Centerstone will:

- provide School-Based Therapists who will be full time in Hamilton County
- provide administrative and clinical supervision for staff weekly
- provide liability insurance as required by HCDE
- maintain caseload of 30 clients that meet insurance requirements (15 for part time)
- facilitate access and referrals to other clinic services and community based programs
- provide Individual and/or Family Therapy services
- provide therapy groups with identified clients when feasible
- conduct home visits as needed
- provide teacher consultation, support, and training as deemed necessary
- safeguard all rights of the child as legally and ethically required
- communicate on a weekly basis with designated administrative personnel in order to improve coordination of services
- coordinate services with the child's mental health provider and other pertinent community staff
- communicate with parents/guardians regarding student's behavior as necessary
- keep all documentation (progress notes, care plans, assessments) in Centerstone agency's electronic medical record
- ensure staff has access to a cell phone and laptop

Centerstone's School-Based Therapist hired to work within Hamilton County Schools will meet all standards set by Centerstone's credentialing committee to ensure candidates have met all new hire requirements. These requirements will comply with Hamilton County Board of Education's hiring policies and Centerstone will be able to produce the required documentation if requested.

All Centerstone applicants for employment and all current employees must supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds;

Hamilton County Schools will not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and

Hamilton County Schools will not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. [§ 40-39-202](#).

Centerstone agrees to protect, defend, indemnify, and hold harmless Hamilton County Schools, as well as its agents and employees, against any and all claims, demands or causes of action asserting any injuries, losses or costs, including, but not limited to, court costs or attorneys' fees, arising out of or in way related to the rendering of services pursuant to this Agreement or its relationship with Hamilton County Schools.

This agreement will take effect August 1, 2022 and will end June 30, 2023 and is renewable each year. Centerstone or Hamilton County Board of Education may cancel this agreement with ninety days written notice.

Superintendent of Schools
Hamilton County Board of Education

Date

Chairman of the Board
Hamilton County Board of Education

Date



Ken Stewart, Regional Vice President
Centerstone

Date

5-19-2022

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

MEMORANDUM

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

FROM: Neelie Parker, Chief of Opportunity & Access
Breckan Duckworth, Literacy Officer
Becky Covington, Director of Pre-K

DATE: June 16, 2022

SUBJECT: Book Systems, Inc. - Atrium

We are respectfully requesting renewal and addition of Harrison Bay Future Ready Center for this web-based automation system that meets our library needs as well as provides our students and faculty with easy access to their school's online catalog. Having this web-based automation system allows teachers, students, and parents to have home access to their school's online library catalog and educationally appropriate websites. Teachers are able to make connections between the library collection and state standards, and students will have a user-friendly online catalog when searching for reading and research materials.

Total amount requested is \$33,491.00, which will be funded through a self-funded program.

Thank you for your consideration of the automation system for Hamilton County School's libraries.



4901 University Square, Ste. 3 Huntsville, AL 35816

Tel: (800) 219-6571 Fax: (800) 230-4183
(256) 533-9746 (256) 536-1175

QUOTE

Quote Number: BSIQ30418

Quoted On: Mar 24, 2022

Prepared For

Sonya Ecton Hamilton County Department of Educati 3074 Hickory Valley Rd. Chattanooga, TN 37421 United States	Phone: (423) 498-7131 Fax: (423) 209-8708 Email: ecton_s@hcde.org
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Project	Contact	Expires On
Atrium Support Renewal 2022 - 2023	Customer Success Coordinator via supportrenewals@booksys.com	08/05/2022

Description	Part No.	Unit Price	Qty	Ext. Price
Atrium Customer Service Agreement Renewal: Yearly Contract (August 2022 - August 2023) Schools included: Allen Elementary School Alpine Crest Elementary School Apsion Elementary School Barger Academy Battle Academy Bess T. Shepherd Elementary School Big Ridge Elementary School Brainerd High School TN Brown International Academy Brown Middle School Calvin Donaldson Elementary School Center for Creative Arts Central High School Harrison Chatt. School for the ARTs Upper Chatt. School for Arts & Sciences-Lower Chattanooga School for the Liberal Arts Clifton Hills Elementary School Daisy Elementary School Dalewood Middle School Dawn Elementary School DuPont Elementary School East Brainerd Elementary School East Hamilton School East Lake Academy of Fine Arts East Lake Elementary School East Ridge Elementary School East Ridge High School East Ridge Middle School Chattanooga East Side Elementary School	60-SAA	\$395.00	71	\$28,045.00

Continued On Next Page ...

Prices Quoted Must Remain Confidential

Terms: Net 30 Days

Thank you for your interest in Book Systems and our resource management solutions. Note that prices quoted are subject to change without notice.



Description	Part No.	Unit Price	Qty	Ext. Price
Hardy Elementary School Harrison Elementary School TN Hixson Elementary School Hixson High School Hixson Middle School Howard Connect Howard School Hunter Middle School Loftis Middle School Lookout Mountain Elementary School Lookout Valley Elementary School Lookout Valley Middle-High School McConnell Elementary School Middle Valley Elemtnary School Nolan Elementary School Normal Park Museum Magnet Lower Normal Park Museum Magnet Upper North Hamilton County Elementary School Ooltewah Elementary School Ooltewah High School Ooltewah Middle School Orchard Knob Elementary School Orchard Knob Middle School Red Bank Elementary School Red Bank High School Red Bank Middle School Rivermont Elementary School Sale Creek Middle-High School Sequoyah High School Soddy Daisy Signal Mountain Middle/High School Snow Hill Elementary School Soddy Daisy High School Soddy Daisy Middle School Soddy Elementary School Spring Creek Elementary School Thrasher Elementary School Tyner Academy High School Tyner Middle Academy Wallace A. Smith Elementary School Westview Elementary School TN Wolftever Creek Elementary School Woodmore Elementary School				

Continued On Next Page ...

Prices Quoted Must Remain Confidential

Terms: Net 30 Days

Thank you for your interest in Book Systems and our resource management solutions. Note that prices quoted are subject to change without notice.



Description	Part No.	Unit Price	Qty	Ext. Price
Lexile Enhancement Service - MARC enhanced data (MEND) service; Yearly Subscription Renewal. (October 2022 - October 2023) Schools included: Battle Academy Brainerd High School TN Brown Middle School Center for Creative Arts Central High School Harrison Chatt. School for Arts & Sciences-Lower Chattanooga School for the Liberal Arts Dalewood Middle School East Hamilton School East Lake Academy of Fine Arts East Ridge High School East Ridge Middle School Chattanooga Hixson High School Hixson Middle School Howard Connect Howard School Hunter Middle School Loftis Middle School Lookout Valley Middle-High School Normal Park Museum Magnet Upper Ooltewah Elementary School Ooltewah High School Orchard Knob Elementary School Red Bank Elementary School Red Bank High School Rivermont Elementary School Sale Creek Middle-High School Snow Hill Elementary School Soddy Daisy High School Tyner Academy High School Tyner Middle Academy	60-LEX	\$125.00	31	\$3,875.00
Total				\$31,920.00

Prices Quoted Must Remain Confidential

Terms: Net 30 Days

Thank you for your interest in Book Systems and our resource management solutions. Note that prices quoted are subject to change without notice.





4901 University Square, Ste. 3 Huntsville, AL 35816

Tel: (800) 219-6571 Fax: (800) 230-4183
(256) 533-9746 (256) 536-1175

Q U O T E

Quote Number: BSIQ30444

Quoted On: Mar 29, 2022

Prepared For Account ID

Sonya Ecton Hamilton County Department of Education 3074 Hickory Valley Rd. Chattanooga, TN 37421 United States	Phone: (423) 498-7131 Fax: (423) 209-8708 Email: ecton_s@hcde.org
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Project	Sales Representative	Expires On
Atrium & Booktracks Automation for Additional Site	Suzanne Burton Ext. 6767 suzanne@booksys.com	5/31/2022

Description	Part No.	Qty	Ext. Price
ATRIUM FOR NEW SCHOOL: Software License Transfer Fee - Transferring ownership of Book Systems' Atrium software to another customer. (Includes Remote Deployment) Reinstatement Customer Service Agreement for Atrium 12-Month Contract - Technical Support and Updates. - For Harrison Bay Future Ready Center OPAC Snapshot (Classic) - Standard Package for Schools (Yearly Subscription) Lexile MARC ENhanced Data (MEND) Service; Yearly Subscription	60-SLTF 10-RCSA 20-SCSS 20-LEX	1 1 1 1	\$1,066.00
ASSET MANAGEMENT FOR NEW SCHOOL: Booktracks Asset Management Module - For Harrison Bay Future Ready Center	15-AMM	1	\$495.00
***** Annual Maintenance (starting Year Two): - Atrium is \$395.00 - OPAC Snapshot is \$101.00 - Lexile MEND Service is \$125.00 - Booktracks Asset Management Module is \$328.93			

Prices Quoted Must Remain Confidential

Terms: Net 30 Days

Thank you for your interest in Book Systems and our resource management solutions. Note that prices quoted are subject to change without notice.



Description	Part No.	Qty	Ext. Price
		Total	\$1,561.00

Prices Quoted Must Remain Confidential

Terms: Net 30 Days

Thank you for your interest in Book Systems and our resource management solutions. Note that prices quoted are subject to change without notice.



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

MEMORANDUM

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

FROM: Mitzi Delker, Director, Exceptional Education

DATE: June 16, 2022

RE: Nonviolent Crisis Intervention Program (CPI) for the 2022-2023 SY

I am requesting that you grant permission for the on-going utilization of Crisis Prevention Institute, Inc. (CPI) to purchase the Nonviolent Crisis Intervention instructor training programs and products on the attached sole source list to be used to train regular and exceptional education staff within the school district. The Exceptional Education Department currently utilizes this program and the district has three certified instructors. The Tennessee Special Education Behavioral Supports Act requires each school district to train any staff who may restrain and/or isolate a student. Hamilton County has been using CPI to meet this requirement. Nonviolent Crisis Intervention training has proven evidence-based strategies that give staff the skills and confidence to safely and effectively respond to anxious, hostile, or violent student behavior.

Exceptional Education is requesting Board approval to order from CPI during the 2022-2023 school year not to exceed \$30,000 to be paid for out of GP, Text Book Funds, and/or IDEA, Part B funds.

Thank you for your attention to this matter.



February 9, 2022

Dear Customer:

The Crisis Prevention Institute, Inc. (CPI) is the sole source provider of the training programs and products listed below. All products listed below are registered, copyright material of CPI. This sole source list includes our materials with enhanced content.

TRAINING PROGRAMS

- CPI Prevention First-Healthcare (all 5 modules) - AWHE1001
- CPI Prevention First-Healthcare (modules 1-3) - AWHE1002
- NCI 4 Day Instructor Cert Onsite & DVD Voucher - ISSN0147
- NCI 4 Day Recert OnSite and DVD Voucher - ISSN0148
- NCI 4 Day Renewal OnSite and DVD Voucher - ISSN0149
- CPI 2-Day Renewal Onsite & DVD Voucher - ISSN0150
- NCI 4 Day Instructor Certification and DVD Voucher - OPPN0139
- NCI 4 Day Recert and DVD Voucher - OPPN0140
- NCI 4 Day Renewal and DVD Voucher - OPPN0141
- CPI 2-Day Renewal & DVD Voucher - OPPN0142
- Four-Day Instructor Training Certification Program
- Nonviolent Crisis Intervention Training Program
- Nonviolent Crisis Intervention Advanced Training Program
- Prepare Training Program
- Dementia Capable Care Instructor Certification Program
- Dementia Capable Care Foundation Course
- Dementia Capable Care Behaviors Course
- Nonviolent Crisis Intervention with Advanced Physical Skills training program
- Specialized Renewal: Autism Spectrum Disorder
- Specialty Topic Program: Autism Spectrum Disorder
- Dementia Capable Care DVD - DVDS0063
- Dementia Capable Care Therapy Applications
- Dementia Capable Care Therapy Intermediate
- Sharing Strategies from the Nonviolent Crisis Intervention Training Program Workshop
- Verbal Intervention
- Specialty Topic Program: Trauma
- Specialty Topic Program: Mental Health



ELECTRONIC PRESENTATIONS

Bullying Behaviors Electronic Presentation - PKGS0630
PTP Topic Module-Negotiating Your Way Through Conflict EP - PKGS0625
PTP Topic Module-Workplace Bullying EP CD - PKGS0626
PTP Topic Module-Giving Bad News EP - ELTT0022, PKGS0627
PTP Topic Module-Crisis Response Teams EP - ELTT0029; PKGS0635
PTP-How to Document Incidents EP - ELTT0036; PKGS0657
PTP Workplace Substance Abuse Electronic Pres - ELTT0047, PKGS0683
PTP Topic Module-Mental Illness EP USB Flash Drive - ELTT0039, PKGS0662
PTP-After the Crisis: Employee Debriefing Strategies - ELTT035, PKGS0653
Defuse Difficult Conversations-ED Electronic Pres - ELTT0040, PKGS0663
Facing Escalating Situations Alone Electronic Presentation - ELTT0043, PKGS0666
The Angry Smile Online Course - ELRN0001
NCI 2nd Edition Blended Learning Online Course - BLEN20NCI
VI Blended Learning Online Course - BLEN20VBI
Intro to ASD & NCI Blended Learning Online Course - BLEN20NCIAS
Introduction to Trauma (online course) and NCI Online Course - BLEN20NCITR
Promoting Positive Behavior Using Person-Centered Supports Module 1 - ELTT0042, PKGS0665
Promoting Positive Behavior Using Person-Centered Supports Module 2 - ELTG0046, PKGS0682
APS GPI EP (Blended) - ELPR20ADVBGP
APS GPI EP (Classroom) - ELPR20ADVCGP
APS CI EP (Blended) - ELPR20ADVBCI
APS CI EP (Classroom) - ELPR20ADVCCI
ASD GPI EP (Blended) - ELPR20NCIASBGP
ASD GPI EP (Classroom) - ELPR20NCIASCGP
ASD CI EP (Blended) - ELPR20NCIASBCI
ASD CI EP (Classroom) - ELPR20NCIASCCI
NCI 2nd Edition GPI EP (Blended) - ELPR20NCIBGP
NCI 2nd Edition GPI EP (Classroom) - ELPR20NCICGP
NCI 2nd Edition CI EP (Blended) - ELPR20NCIBCI
NCI 2nd Edition CI EP (Classroom) - ELPR20NCICCI
Trauma GPI EP (Blended) - ELPR20NCITRBGP
Trauma GPI EP (Classroom) - ELPR20NCITRCGP
Trauma CI EP (Blended) - ELPR20NCITRBCI
Trauma CI EP (Classroom) - ELPR20NCITRCCI
VI GPI EP (Blended) - ELPR20VBIBGP
VI GPI EP (Classroom) - ELPR20VBICGP

VI CI EP (Blended) - ELPR20VBIBCI
VI CI EP (Classroom) - ELPR20VBICCI
Verbal Intervention Mental Health (Blended)
Verbal Intervention Mental Health (Classroom)
French Canadian NCI 2nd Edition GPI EP (Blended) - ELPR20NCIBGPFC
French Canadian NCI 2nd Edition GPI EP (Classroom) - ELPR20NCICGPFC
French Canadian NCI 2nd Edition CI EP (Blended) - ELPR20NCIBCIFC
French Canadian NCI 2nd Edition CI EP (Classroom) - ELPR20NCICCFIC
French Canadian Verbal Intervention EP - ELPRVBIBCFIC
Spanish NCI 2nd Edition GPI EP (Blended) - ELPR20NCIBGPSP
Spanish NCI 2nd Edition GPI EP (Classroom) - ELPR20NCICGPSP
Spanish NCI 2nd Edition CI EP (Blended) - ELPR20NCIBCISP
Spanish NCI 2nd Edition CI EP (Classroom) - ELPR20NCICCFISP
Spanish NCI 2nd Edition Classroom – ELPRNCI20SPBL
Spanish NCI 2nd Edition Blended – ELPRNCI20SPCL
Introduction to Autism Spectrum Disorder
PTP Foundation Course Elect Presentation CD Only - ELTT0006; PKGS0598
PTP Topic Module-Responding to Violence EP CD - ELTT0023
PTP-After the Crisis: Employee Debriefing Strategies - ELTT0035; PKGS0653
NCI Foundation Refresher
NCI with advanced Physical Skills
Foundation Adapted for Autism Spectrum Disorder
Foundation Refresher Adapted for Autism Spectrum Disorder
Classroom Culture EPI - ELPR21CLCBCI
Classroom Culture EP

MANUALS AND WORKBOOKS

NCI Instructor Manual - INMA0147
NCI APS Instructor Guide - INMA0148
DCC-Behaviors Instructor Guide - INMA0149NCI
DCC-Foundation Workbook - PWKB0145DCC-Behaviors Workbook - PWKB0204
Nonviolent Crisis Intervention Instructor Manual, Australia/New Zealand, Additional inside pages - INMA0025
Nonviolent Crisis Intervention Instructor Guide, French - INMA0133
Prepare Training Program Instructor Portfolio Binder, Additional inside pages- 2-day - INMA0030, INMA0031
Nonviolent Crisis Intervention Instructor Manual, German, Additional inside pages - INMA0083, INMA0082
Nonviolent Crisis Intervention Instructor Manual, UK, Additional inside pages - INMA0011
Nonviolent Crisis Intervention Participant Workbook - PWKB0170

Nonviolent Crisis Intervention Participant Workbook with Blue Card Confirmation - PWKB0120

Nonviolent Crisis Intervention French Participant Workbook - PWKB0172

Nonviolent Crisis Intervention French Refresher Workbook and Leader's Guide - PWKB0135, PWKB0015

Prepare Training Program Foundation Course Participant Workbook - PWKB0079

Prepare Training Program Workbook, Negotiating Your Way through Conflict - PWKB0087

Prepare Training Program Workbook, Setting Effective Limits - PWKB0086

Prepare Training Program Workbook, Crisis Response Teams - PWKB0030

Prepare Training Program Workbook, How to Document Incidents - PWKB0032

Prepare Training Program Workbook, Giving Bad News - PWKB0080

Prepare Training Program Workbook, After the Crisis: Employee Debriefing Strategies - PWKB0033

Prepare Training Program Workbook, Opening the Lines of Electronic Communication - PWKB0056

Prepare Training Program Workbook, Situational Application - PWKB0081

Prepare Training Program Workbook, Challenged by Mental Illness at Work - PWKB0144

Prepare Training Program Workbook, Workplace Substance Abuse - PWKB0165

Nonviolent Crisis Intervention Keypoint Refresher Workbook and Leader's Guide - PWKB0042, PWKB0043

Nonviolent Crisis Intervention Keypoint Refresher Workbook-Blue Card - PWKB0124

Enhancing Verbal Skills: Applications of Life Space Crisis Intervention Refresher Blue Card Workbook and Leader's Guide - PWKB0137

Nonviolent Crisis Intervention Refresher Workbook and Leader's Guide, NZ/AUS - PWKB0060, PWKB0061

Nonviolent Crisis Intervention Participant and Refresher Workbooks-Large Print - PWKB0062, PWKB0071

Nonviolent Crisis Intervention Participant Workbooks -Large Print - PWKB0186

Nonviolent Crisis Intervention Participant and Refresher Workbooks-Braille - PWKB0063, PWKB0072

Nonviolent Crisis Intervention Participant and Refresher Workbooks-Braille - PWKB0189, PWKB0190

Applied Physical Training Refresher Blue Card Workbook and Leader's Guide - PWKB0130

Nonviolent Crisis Intervention Participant Workbook: Integrating Positive Behavioral Interventions and Support (PBIS) Blue Card Workbook - PWKB0133

Autism Spectrum Disorders Refresher Blue Card Workbook and Leader's Guide - PWKB0131
Bullying Behaviors Blue Card Workbook and Leader's Guide - PWKB0129
Sharing Strategies Workbook - PWKB0065
Trauma-Informed Care Refresher Blue Card Workbook and Leader's Guide - PWKB0132
Proactive Strategies for Facing Escalating Situations Alone Learners Guide - PWKB0150
Nonviolent Crisis Intervention Hybrid Participant Seats - HYBR0011
Nonviolent Crisis Intervention Hybrid Refresher Participant Seats - HYBR0010
Foundation Course Integrating PBIS Participant Workbook - PWKB0175
Foundation Course Integrating PBIS Facilitator Guide - PWKB0176
NCI Blended Learning Foundation Online Seat and Job Aid Booklet - FLEX0003
Prepare Training Program Workbook Workplace Bullying - PWKB0085
Advanced Physical Skills Participant Workbook - PWKB20ADV
Advanced Skills Blended Learning and classroom combined Instructor Guide - INMA20ADV
NCI 2nd edition Participant Workbook - PWKB20NCI
ASD NCI Blended Learning and Classroom combined Instructor Guide - INMA20NCIAS
NCI 2nd Edition Blended Learning and Classroom combined Instructor Guide - INMA20NCI
Trauma Blended Learning and Classroom combined Instructor Guide - INMA20NCITR
Verbal Intervention (VBI) Participant Workbook - PWKB20VBI
VI Blended Learning and classroom combined Instructor Guide - INMA20VBI
Advanced Skills Competency Assessments - YCMAS20ADV
NCI 2nd Edition Competency Assessments - YCMAS20NCI
VI Competency Assessments - YCMAS20VBI

DVD SERIES

After the Crisis Series:

Volume I - Establishing Therapeutic Rapport - DVDS0011, VDWB0009

Volume II - Staff Debriefing Strategies - DVDS0012, VDWB0010

Nonviolent Crisis Intervention Training for Bus Drivers Series - PKGS0504

Volume I – Preventing Problem Behavior on Your School Bus

Volume II – Trouble on Board: Managing Crisis Situations on Your School Bus

Nonviolent Crisis Intervention Training for Long Term Providers Series - PKGS0590

Volume I – Calming the Agitated Resident, VDWB003

Volume II – Safely Managing the Combative Resident



Advancing Your Verbal Intervention Skills Series - PKGS0545, PKGS0546
Volume I – Understanding Goals, Power, and Relationships
Volume II – “How To” Strategies for Intervening With Challenging Individuals
Volume III – Practice Scenario

CPI's 2-Volume Series on Domestic Violence:
Volume I - Assessing the Danger
Volume II - Developing a Safety Plan for Victims

Nonviolent Crisis Intervention Training Series: - PKGS0615
Volume I – The Preventive Techniques II
Volume II – Nonviolent Physical Crisis Intervention II

Nonviolent Crisis Intervention Training for Educators Series:
Volume I - The Disruptive Child, - DVD50001
Volume II - The Disruptive Adolescent, - DVD50002
Volume III - Fights at School, - DVD0004, VDWB0001
Volume IV - Reading, Writing and Weapon, - DVD50005, VDWB0002

OTHER DVD/VIDEOTAPES

Developing an Effective School Crisis Response Team
Effective Documentation of School Incidents
Maximize Effectiveness, Minimize Risk in the use of Nonviolent Physical Crisis Intervention
Nonviolent Physical Crisis Intervention II-DVD - DVDS0071
Nonviolent Physical Crisis Intervention II (Spanish Subtitle) DVD - DVDS0073
Effective Limit Setting DVD-NCI Enhanced - DVDS0082
Preventive Techniques II DVD-NCI Enhanced - DVDS0083
How To Excel at Verbal Intervention II DVD-NCI E - DVDS0084
Facing Conflict with Confidence DVD-NCI Enhanced - DVDS0085

VIDEO WORKBOOKS

Fights at School - VDWB0001
Crisis Response Teams - VDWB0011
Negotiating Your Way through Conflict, HS - VDWB0012
You Can Mediate, HS - VDWB0013
Documentation: Your Best Defense - VDWB0015
Weapons in the Workplace - VDWB0016

Breaking Up Fights - VDWB0017
Managing Your Anger, HS - VDWB0021
Managing Your Anger, ED - VDWB0022
The Power of Listening, ED - VDWB0023
The Power of Listening, HS - VDWB0024
How to Stay Safe When Intervening Alone - VDWB0025
Preventing Problem Behavior - VDWB0026
Understanding Goals, Power & Relationships - VDWB0060
Strategy for Intervention - VDWB0061
The Preventive Techniques II - VDWB0069
Effective Limit Setting - VDWB0074
How to Excel at Verbal Intervention II - VDWB0075
The Preventive Techniques II - VDWB0083
How to Excel at Verbal Intervention II - VDWB0084
Facing Conflict with Confidence: Practical Solutions for Negotiating and Mediating Disputes - VDWB0085
Calming the Agitated Resident - VDWB0036
Safely Managing the Combative Resident - VDWB0037

VIDEO-ON-DEMAND

The Preventive Techniques II - VODS0001
Effective Limit Setting - VODS0002
Facing Conflict with Confidence - VODS0006

POSTERS

Art of Setting Limits Poster - YPSFD100
7 Principles for Effective Verbal Intervention Poster - YPSFD101
10 Tips For Crisis Prevention Poster - YPSFD102
Avoid a Power Struggle Poster - YPSFD103
Rational Detachment Poster - YPSFD104
Spanish 10 Tips for Crisis Prevention (Folded) - YPSFD18
Spanish Art of Setting Limits (Folded) - YPSFD19
Spanish How to Break Up a Fight (Folded) - YPSFD20
Spanish Verbal Intervention Tips (Folded) - YPSFD21
Care Welfare Safety and Security (Folded) - YPSFD33
Evaluation Framework Poster-NCI - YPSFD79
Principles for Disengagement Poster-NCI - YPSFD80
The Opt-Out Sequence Poster-NCI - YPSFD81
A Verbal & Nonverbal Response Poster-NCI - YPSFD82

Principles for Holding Poster-NCI - YPSFD83
Decision Making Matrix Poster GPI Oversized - YPSFD84
Decision Making Matrix (15 pack) - PKGS0676
French-Evaluation Framework Poster - YPSFD87
French-Principles for Disengagement Poster - YPSFD88
French-The Opt Out Sequence Poster - YPSFD89
French-A Verbal and Nonverbal Response Poster - YPSFD90
French-Principles for Holding Poster - YPSFD91
French-Decision Making Matrix Poster - YPSFD92
CHN-NCI Evaluation Framework Poster - YPSFD93
CHN-NCI Principles for Disengagement Poster - YPSFD94
CHN-NCI The Opt Out Sequence Poster - YPSFD95
CHN-NCI The Verbal and Nonverbal Response Poster - YPSFD96
CHN-NCI Principles for Holding Poster - YPSFD97
CHN-NCI Decision Making Matrix Poster - YPSFD98
Care, Welfare, Safety and Security Poster - YPSTR20VBI01
Disengagement Skills Poster - YPSTR20VBI02
Physical Skills Review Poster - YPSTR20VBI03
Crisis Development Model Poster - YPSTR20VBI04
Verbal Escalation Continuum Poster - YPSTR20VBI05
Rational Detachment Tips Poster - YPSTR20VBI06
The Power Struggle Trap Poster - YPSTR20VBI07
10 Tips Poster - YPSTR20VBI08
Rational Detachment Poster - YPSTR20VBI09
Limit Setting Poster - YPSTR20VBI10
Safe Realism Poster - YPSTR20VBI11
Role of Practice Partner Poster - YPSTR20VBI12
Role of Observer Poster - YPSTR20VBI13
VBI and Above 13 pack of Posters - YPPSTR20VBI
Opt-Out Sequence Poster - YPSTR20NCI01
Decision Making Matrix Poster - YPSTR20NCI02
Holding Skills Poster - YPSTR20NCI03
NCI and above 4 pack of Posters - YPPSTR20NCI

OTHER PRODUCTS

NCI Blended Learning Foundation Job Aid Booklet - FLEX0001
NCI Blended Learning Refresher Online Seat & Workbook - FLEX0009
NCI Blended Learning Seat and Job Aid 10-pack Registration Add-On - FLEX0010



Set of 3 Overhead Markers - PKGS0171
Master Level Refresher Training Kit - PKGS0318
Training Diary at a Glance - PKGS0447
Critical Incident Reporting Tools - PKGS0448
CWSS Stress Release Balls (Set of 5) - PKGS0449
PTP Foundation Workbook and Certificate - PKGS0513
PTP Foundation Workbook and Pin - PKGS0514
PTP Foundation Workbook, Certificate and Pin - PKGS0515
All 10 Teaching Models - PKGS0521
All 10 Teaching Models with Carrying Tube - PKGS0522
Verbal Escalation Challenge - PKGS0564
Key Point Refresher Workbooks & Certificates - PKGS0571
Key Point Refresher Workbooks & Pins - PKGS0572
Key Point Refresher Workbooks, Certificates & Pins - PKGS0573
ACLS Manual-5 with LACLS - PKGS0580
ACLS Manual-5 with ACLS - PKGS0581
ACLS Manual-5 with LACLS and ACLS - PKGS0582
Dementia Therapy Resource Kit - PKGS0586
PTP Instructor Kit – Revised - PKGS0589
French-NCI Electronic Presentation CD Package - PKGS0613
NCI Blue Card Participant Workbooks & Certificates - PKGS0637
NCI Blue Card Participant Workbooks & Pins - PKGS0638
NCI Blue Card Participant Workbooks, Pins, & Certs - PKGS0639
NCI Blue Card Key Point Refresher Workbooks & Certs - PKGS0640
NCI Blue Card Key Point Refresher Workbooks & Pins - PKGS0641
NCI Blue Card Key Point Refresher Workbooks, Certs & Pins - PKGS0642
NCI Participant & Key Point Workbook Package - PKGS0644
NCI Participant & Key Point Blue Card Workbook Package – PKGS0645
ACLS with Scoring Trifold Card - PKGS0649
LACLS with Scoring Trifold Card - PKGS0650
French-NCI Blue Card Participant Workbooks & Certs - PKGS0654
NCI Part Workbook & Decision-Making Matrix Job Aid -
PKGS0678 Promoting Positive Behavior Part 2 EP - PKGS0682
NCI Enhanced Competency Based Training Tool Kit - PKGS0685
Participant Workbook & Certificate-NCI Enhanced - PKGS0688
Participant Workbook & Pin-NCI Enhanced - PKGS0689
Workbook, Pin & Certificate-NCI Enhanced - PKGS0690
Dementia Therapy Resource Kit with Instruct Manual - PKGS0691
Allen Diagnostic Module Placemat & Instruct Manual - PKGS0692
CHN-NCI Decision-Making Matrix (15 Pack) - PKGS0693

CHN-NCI Enhanced Competency Based Training Tool Kit - PKGS0694
NCI E Workbook & Decision-Making Matrix Bundle - PKGS0695
French-NCI E Blue Card Participant Workbook & Cert - PKGS0696
French-NCI E Blue Card Participant Workbook & Pin - PKGS0697
French-NCI E Blue Card Part Workbook, Pin, & Cert - PKGS0698
NCI E Laminated Teaching Tools with Carrying Tube - PKGS0699
NCI E All Laminated Teaching Tools - PKGS0700
NCI E Participant and Refresher Workbook Bundle - PKGS0701
NCI E Refresher Workbook and Certificate - PKGS0702
NCI E Refresher Workbook and Pin - PKGS0703
NCI E Refresher Workbook, Certificate & Pin - PKGS0704
ASD Table Top Box - XOFSU09
Display Items for DCC - YDISP12
CDN-Display Items for DCC - YDISP16
NCI-Enhanced Instructor Kit - YPKG110
NCI-Enhanced GPI Materials - YPKG111
French-NCI-Enhanced GPI Materials - YPKG115
PTP GPI Materials - YPKG124
Chinese-NCI Enhanced Instructor Kit - YPKG125
Chinese-NCI Enhanced GPI Day 1 Materials - YPKG126
Chinese-NCI Enhanced GPI Materials - YPKG127
NCI-E Renewal Instructor Kit - YPKG128
NCI E PBIS Instructor Kit - YPKG129
NCI-Enhanced Flex Instructor Kit - YPKG130
GPI Day 1 Materials-NCI Enhanced Flex - YPKG131
NCI-Enhanced Flex GPI Materials - YPKG132
NCI-Enhanced Flex Renewal Instructor Kit - YPKG133
Spanish NCI Instructor Kit - YPKG134
Posters for GPIs - YPKG135
French-NCI-E Renewal Instructor Kit - YPKG136
ASD Renewal Instructor Kit - YPKG143
Posters for GPIs-Enhanced ASD - YPKG144
US-DRC Promotional Folder - YPKG59
CDN-DRC Promotional Folder - YPKG60
GPI Day 1 Materials-DRC - YPKG61
GPI Day 1 Materials-DCC - YPKG63
DCC Participant Kit Therapy Applications - YPKG65
DCC Instructor Kit ICP - YPKG66
DCC Intermediate Kit - YPKG71

CDN-GPI Day 1 Materials-DCC - YPKG78
NCI Hybrid Refresher Job Aid Booklet, HYBR0012
Hybrid Refresher Online Seat and Job Aid Booklet - HYBR0013
NCI E Laminated Teaching Tool-Crisis Develop Model - PSTEO011, PKGSOP01
NCI E Laminated Teaching Tool-Precipitating Factors - PSTEO012, PKGSOP01
NCI E Laminated Teaching Tool-Team Intervention - PSTEO013, PKGSOP01
NCI E Laminated Teaching Tool-Nonverbal Communication - PSTEO014, PKGSOP01
NCI E Laminated Teaching Tool-Paraverbal & Verbal - PSTEO015, PKGSOP01
NCI E Laminated Teaching Tool-Physical Intervention - PSTEO016, PKGSOP01
NCI E Laminated Teaching Tool-Verbal Escalation - PSTEO017, PKGSOP01
NCI E Laminated Teaching Tool-Postvention Coping - PSTEO018, PKGSOP01
NCI E Laminated Teaching Tool-Decision Making Matrix - PSTEO019, PKGSOP01
Training Transfer Job Aid Card - TRCD0015
Decision-Making Matrix Job Aid (15 pack) - TRCD0026
Decision-Making Matrix Job Aid (1 each) - TRCD0031
CHN-NCI Decision-Making Matrix Job Aid Cards(15 Pack) – TRCD0037
All 10 laminated teaching tools - PKGSOP01 (PKGS0521)

WORK BOOK BUNDLES

DCC-Foundation and Behaviors Workbook - PKGS0710
Nonviolent Crisis Intervention Participant Refresher Workbook and Nonviolent Crisis Intervention Participant Workbook - PKGS0701
PBIS Participant and Refresher Workbook Package - PKGS0667
NCI Participant Workbooks & Pins - PKGS0002
NCI Participant Workbooks & Certificates - PKGS0003
NCI Blended Learning Online Course & Advanced Skills Wkbk - PBLN20ADV
Intro to ASD & NCI Blended Learning Online Course and Workbook - PBLN20NCIAS
NCI 2nd Edition Blended Learning Online Course & Wkbk - PBLN20NCI
Introduction to Trauma (online Course), NCI Course (online course) and NCI Workbook - PBLN20NCITR
VI Blended Learning Online Course & Wkbk - PBLN20VBI
Introduction to Trauma (online Course), VI Course (online course) and VI Workbook - PBLN20VBTR
Intro to ASD & NCI Blended Learning Online Course and Workbook - PBLN20VBIAS

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Our products may be ordered by:

1. Phone (1-800-558-8976) with a purchase order or a credit card;
2. Online (www.crisisprevention.com) with a purchase order or a credit card;
3. Fax (414-979-7098) with a purchase order, letter of authorization or credit card;
4. Mail with a check, credit card number, letter of authorization or purchase order.
10850 W. Park Place, Suite 250 Milwaukee, WI 53224

If you need additional information, please feel free to contact our office toll-free at 1-800-558-8976.

Sincerely,

Nathan E. Cromer Esq

Nathan E. Cromer
CPI General Counsel

Updated February, 2022

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

MEMORANDUM

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

FROM: Mitzi Delker, Director, Exceptional Education

DATE: June 16, 2022

RE: Telemetrics Corporation

I am requesting that you grant permission for the on-going ordering from Telemetrics Corporation. Telemetrics is the only local provider for audiometers, tympanometers, vision screeners, parts, repairs, and calibration services.

Exceptional Education Department is requesting board approval to continue ordering from Telemetrics during the 2022-2023 school year not to exceed \$30,000 to be paid from GP, and IDEA, Part B funds.

Thank you for your attention to this matter.

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

MEMORANDUM

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

FROM: Mitzi Delker, Exceptional Education Director

DATE: June 16, 2022

RE: NCS Pearson, Inc.

The Exceptional Education Department would like to request permission for the on-going ordering from NCS Pearson to purchase assessment materials needed to test students with disabilities. Please see the attached sole source letter for products listed. NCS Pearson was on the HCDE Bid List during the 19-20 SY (20-01) but they were not on it last school year.

The Exceptional Education Department is requesting board approval to continue ordering from NCS Pearson during the 2022-2023 school year not to exceed \$125,000 to be paid from GP and IDEA, Part B funds.

Thank you for your attention to this matter.



CLINICAL ASSESSMENT

19500 Bulverde Road, Ste. 201
San Antonio, TX 78259 US
T 800 627 7271
F 800 232 1223

www.pearsonassessments.com

Hamilton County Department of Education
Amy's P.A.L.S
1161 W. 40th Street
Chattanooga, TN 37409

Sole Source Letter
NCS Pearson, Inc.
Clinical and Classroom Assessment Catalog Products

24 May 2022

To Whom It May Concern,

This letter is a formal confirmation that NCS Pearson, Inc. ("Pearson") is the sole source/ single supplier within the United States of America for the below listed products from its Clinical and Classroom Assessment catalogs.

As the Sole Source/ Single Supplier, Pearson has been granted copyright or exclusive rights to the following products, and these products and related materials, are not available from any other source by lawful means:

- 40,000 Selected Words
- ACS for WAIS®-IV and WMS®-IV Advanced Clinical Solutions for WAIS®-IV and WMS®-IV
- Adolescent/Adult Sensory Profile® (Sensory Profile Adult/Adolescent)
- aimswebPlus
- ASA™ Auditory Skills Assessment
- ASSIST™ Automated System for Scoring and Interpreting Standardized Tests
- BASC™-3 Behavior Assessment System for Children, Third Edition
- BASC™-3 Behavior Intervention Guide BASC™-3 Behavior Intervention Guide
- BASC™-3 BESS BASC™-3 Behavioral and Emotional Screening System
- BASC™-3 CCPT BASC™-3 Comprehensive Continuous Performance Test
- BASC™-3 Flex Monitor BASC™-3 Flex Monitor
- BASC™-3 PRQ BASC™-3 Parenting Relationship Questionnaire
- BASC™-3 SDH BASC™-3 Structured Developmental History
- BASC™-3 SOS BASC™-3 Student Observation System
- Bayley-II Bayley Scales of Infant and Toddler Development, Second Edition
- Bayley-III Bayley Scales of Infant and Toddler Development®, Third Edition
- Bayley-III Screening Test Bayley Scales of Infant and Toddler Development Screening Test, Third Edition
- Bayley-4 Bayley Scales of Infant and Toddler Development, Fourth Edition
- Bayley-4 Bayley Scales of Infant and Toddler Development Screening Test, Fourth Edition
- BBCS™-3:E Bracken™ Basic Concept Scale Third Edition: Expressive
- BBCS™-3:R Bracken™ Basic Concept Scale, Third Edition: Receptive
- BCSE Brief Cognitive Status Exam 2009 (stand-alone subtest of WMS-IV)

- BAI Beck Anxiety Inventory
- BDI® FastScreen BDI® FastScreen for Medical Patients
- BDI®-II Beck Depression Inventory®, Second Edition
- Benton Visual Retention Test® Benton Visual Retention Test®, Fifth Edition
- Beta III Beta III
- Beta-4 Beta-4
- BHI™ 2 Battery for Health Improvement 2
- BBHI™ 2 Brief Battery for Health Improvement 2
- BHS® Beck Hopelessness Scale®
- BINS™ Bayley Infant Neurodevelopment Screener®
- BIT Behavioral Inattention Test
- BMAT™ Bruininks Motor Ability Test
- Boehm-3 Boehm Test of Basic Concepts, Third Edition
- Boehm-3 Preschool Boehm Test of Basic Concepts, Third Edition Preschool
- BOT™-2 Brief Bruininks-Oseretsky Test of Motor Proficiency, Second Edition Brief Form
- BOT™-2 Bruininks-Oseretsky Test of Motor Proficiency, Second Edition
- Bridge of Vocabulary (The) The Bridge of Vocabulary: Evidence-Based Activities for Academic Success
- Bridge of Vocabulary 2 (The) The Bridge of Vocabulary: Evidence-Based Activities for Academic Success
- Brown Executive Function/Attention Scales™ (Brown EF/A Scales)
- Brown ADD Scales™ Brown Attention-Deficit Disorder Scales®
- BSRA™-3 Bracken™ School Readiness Assessment, Third Edition
- BSI Brief Symptom Inventory
- BSI-18 Brief Symptom Inventory-18
- BSS® Beck Scale for Suicide Ideation®
- BYI-II Beck Youth Inventories for Children and Adolescents, Second Edition
- CAPE/PAC Children's Assessment of Participation and Enjoyment and Preferences for Activities of Children
- Career Assessment Inventory™ - Enhanced Version Career Assessment Inventory™ - Enhanced Version
- Career Assessment Inventory™ - Vocational
- Career Assessment Inventory™ - Vocational Version
- CBOCI Clark-Beck Obsessive-Compulsive Inventory™
- CCC-2 Children's Communication Checklist-2, U.S. Edition
- CCT® Children's Category Test®
- CDM® Internet CDM® Internet
- CDM®-R The Harrington-O'Shea Career Decision-Making® System Revised
- CELF® Preschool-2 Clinical Evaluation of language Fundamentals Preschool, Second Edition
- CELF® Preschool-3 Clinical Evaluation of language Fundamentals Preschool, Third Edition
- CELF® Preschool-2 Spanish Clinical Evaluation of language Fundamentals Preschool, Second Edition Spanish
- CELF®-4 Clinical Evaluation of Language Fundamentals, Fourth Edition
- CELF®-4 Screening Test Clinical Evaluation of Language Fundamentals, Fourth Edition Screening Test
- CELF®-4 Spanish Clinical Evaluation of Language Fundamentals, Fourth Edition Spanish
- CELF®-5 Clinical Evaluation of Language Fundamentals, Fifth Edition
- CELF®-5 Metalinguistics Clinical Evaluation of Language Fundamentals, Fifth Edition Metalinguistics
- CELF®-5 Screening Test Clinical Evaluation of Language Fundamentals, Fifth Edition Screening Test
- Children's PTSD Inventory™ Children's PTSD Inventory™
- CISS® Campbell™ Interest and Skill Survey
- CLQT Cognitive Linguistic Quick Test

- CLQT+ Cognitive Linguistic Quick Test - Plus
- Cogmed Working Memory Training
- Cognitive Assessment of Minnesota (The) The Cognitive Assessment of Minnesota
- CTQ Childhood Trauma Questionnaire: A Retrospective Self-Report
- CVLT®-3 California Verbal Learning Test®, Third Edition
- CVLT®-C California Verbal Learning Test®, Children's Version
- CVLT®-II California Verbal Learning Test®, Second Edition
- DALS - Digital Assessment Library for Schools
- DAS™-II Differential Ability Scales™, Second Edition
- DAS™-II Early Years Spanish Supplement DAS-II™-II Early Years Spanish Supplement
- DASH Detailed Assessment of Speed of Handwriting
- DASH 17+ Detailed Assessment of Speed of Handwriting, 17+
- DAT® Differential Aptitude Tests®, Fifth Edition
- DATA Dynamic Assessment of Test Accommodations™
- DEAP™ Diagnostic Evaluation of Articulation and Phonology, U.S. Edition
- Devereux Behavior Rating Scale, School Form Devereux Behavior Rating Scale, School Form
- DIAL-3 Developmental Indicators for the Assessment of Learning, Third Edition
- DIAL™-4 Developmental Indicators for the Assessment of Learning™, Fourth Edition
- Delis-Kaplan Executive Function System™ (D-KEFS™)
- DPRS® Derogatis Psychiatric Rating Scale
- DRA2+ Developmental Reading Assessment®, 2nd Edition PLUS
- DRA3 Developmental Reading Assessment, Third Edition
- D-REF Delis Rating of Executive Functions
- D-REF Adult Delis Rating of Executive Functions, Adult
- Eating Inventory
- EDL™2 Evaluación del desarrollo de la lectura® 2
- EIWA®-III Escala de Intelligencia de Wechsler para Adultos®, Tercera Edición
- EMS Everyday Memory Survey
- ESI-3™ Early Screening Inventory-Third Edition™
- ESI-R™ Early Screening Inventory-Revised™
- EVT™ Expressive Vocabulary Test
- EVT™-2 Expressive Vocabulary Test, Second Edition
- EVT™-3 Expressive Vocabulary Test, Third Edition
- GFTA™-2 Goldman-Fristoe Test of Articulation, Second Edition
- GFTA™-3 Goldman-Fristoe Test of Articulation, Third Edition
- GFTA™-3 Spanish Goldman-Fristoe Test of Articulation, Third Edition Spanish
- GMADE™ - Group Mathematics Assessments and Diagnostic Evaluation
- GRADE™ - Group Reading Assessment and Diagnostic Evaluation
- Greenspan Social-Emotional Growth Chart
- HIT Holtzman Inkblot Technique
- IDEAS™ - IDEAS: Interest Determination, Exploration, and Assessment System®
- ILS® - Independent Living Scales®
- Innerview®
- Interpretive Report
- KBIT-2 Revised
- KBNA™ Kaplan Baycrest Neurocognitive Assessment™
- KeyMath™-3 DA - KeyMath™-3 Diagnostic Assessment
- KeyMath™-3 ER - KeyMath™-3 Essential Resources

- KLPA™-2 Khan-Lewis Phonological Analysis, Second Edition
- KLPA™-3 Khan-Lewis Phonological Analysis, Third Edition
- K-SNAP Kaufman Short Neuropsychological Assessment Procedure
- KTEA™-II Kaufman Test of Educational Achievement, Second Edition
- KTEA™-3 Brief Kaufman Test of Educational Achievement™, Third Edition Brief Form
- KTEA™-3 Kaufman Test of Educational Achievement™, Third Edition
- KTEA™-3 Dyslexia Index Kaufman Test of Educational Achievement™, Third Edition: Dyslexia Index
- MACI® Millon® Adolescent Clinical Inventory
- MACI®-II Millon® Adolescent Clinical Inventory-II
- MAPI® Millon® Adolescent Personality Inventory
- MAT Miller Analogies Test
- MBMD® Millon® Behavioral Medicine Diagnostic
- MCCI® Millon® College Counselling Inventory
- MCMI®-III Millon® Clinical Multiaxial Inventory, Third Edition
- MCMI®-IV Millon® Clinical Multiaxial Inventory, Fourth Edition
- Medida de Sintaxis Bilingue, Bilingual Syntax Measures I and II
- M-FUN Miller Function and Participation Scales
- Minnesota Handwriting Assessment Minnesota Handwriting Assessment
- MIPs® Revised Millon™ Index of Personality Styles Revised
- MMPI®-2 Minnesota Multiphasic Personality Inventory®-2
- MMPI®-A Minnesota Multiphasic Personality Inventory®-Adolescent
- MMPI®-A-RF Minnesota Multiphasic Personality Inventory®-Adolescent-Restructured Form
- MMPI-2-RF® Minnesota Multiphasic Personality Inventory-2-Restructured Form™
- MMPI®-3 Minnesota Multiphasic Personality Inventory®-3
- Mooney Problem Check Lists (The) The Mooney Problem Check Lists
- Movement ABC-2 Movement Assessment Battery for Children, Second Edition
- M-PACI™ Millon™ Pre-Adolescent Clinical Inventory
- MSCA McCarthy Scales of Children's Abilities
- MST McCarthy Screening Test
- NEPSY®-II NEPSY®, Second Edition
- NFI™ Neurobehavioral Functioning Inventory™
- NNAT®3 Naglieri Nonverbal Ability Test®, Third Edition
- OLAI The Oral Language Acquisition Inventory & The Oracy Instructional Guide
- OLAI-2 The Oral Language Acquisition Inventory, Second Edition
- Oral-Motor Feeding Rating Scale Oral-Motor Feeding Rating Scale
- Ounce Online™ Ounce Online™
- Ounce Scale, The The Ounce Scale™
- P-3® Pain Patient Profile
- PAL™-II Math Process Assessment of the Learner, Second Edition: Diagnostic Assessment of Math
- PAL™-II Reading and Writing Process Assessment of the Learner - Second Edition: Diagnostics for Reading and Writing
- PCAT® Pharmacy College Admissions Test
- PIAT-R/NU Peabody Individual Achievement Test-Revised/Normative Update
- PLS-4 Preschool Language Scale, Fourth Edition
- PLS-4 Screening Test Preschool Language Scale, Fourth Edition Screening Test
- PLS™-5 Preschool Language Scale, Fifth Edition
- PLS™-5 Screening Test for Early Childhood Educators, Preschool Language Scale, Fifth Edition Screening Test for Early Childhood Educators

- PLS™-5 Screening Test Spanish for Early Childhood Educators, Preschool Language Scale, Fifth Edition Screening Test Spanish for Early Childhood Educators
- PLS™-5 Screening Test Preschool Language Scale, Fifth Edition Screening Test
- PLS™-5 Screening Test Spanish Preschool Language Scale, Fifth Edition Screening Test Spanish
- PLS™-5 Spanish Preschool Language Scale, Fifth Edition Spanish
- Porteus Maze
- PPVT™-5 Peabody Picture Vocabulary Test, Fifth Edition
- PPVT™-4 Peabody Picture Vocabulary Test, Fourth Edition
- PPVT™-III Peabody Picture Vocabulary Test, Third Edition
- PRQ™ Parenting Relationship Questionnaire
- PSS Parenting Satisfaction Scale
- Q Local™ Scoring and Reporting Software
- Q-global®
- Q-interactive®
- QOLI® Quality of Life Inventory
- Quickview® Social History
- RBANS® Repeatable Battery for the Assessment of Neuropsychological Status
- RBANS® Update Repeatable Battery for the Assessment of Neuropsychological Status Update
- RBVS Reynolds Bully Victimization Scales for Schools
- RISB®-2 Rotter Incomplete Sentences Blank®, Second Edition
- RSCA Resiliency Scales for Children and Adolescents™
- SCL-90-R Symptom Checklist-90-Revised
- Sensory Profile Sensory Profile Suite of Assessments
- Sensory Profile™ 2 Sensory Profile™ 2
- SFA School Function Assessment
- Shaywitz DyslexiaScreen
- SSCS Student Self-Concept Scale
- SSIS™ SEL SSIS Social-Emotional Learning Edition
- SSIS™ Social Skills Improvement System
- SSPO Sigma Survey for Police Officers
- SSQ Students Styles Questionnaire™
- TELL Test of English Language Learning
- TFLS Texas Functional Living Scale
- TOPF Test of Premorbid Functioning
- TOWK Test of Word Knowledge
- Use with Children and Adolescents
- VADS Visual Aural Digit Span Test
- Vigil Vigil Continuous Performance Test
- Vineland™-3 Vineland Adaptive Behavior Scales, Third Edition
- VIP® Validity Indicator Profile
- WAB-R™ Western Aphasia Battery™, Revised
- WAIS®-IV Wechsler Adult Intelligence Scale®, Fourth Edition
- WASI® Wechsler Abbreviated Scale of Intelligence®
- WASI®-II Wechsler Abbreviated Scale of Intelligence®-Second Edition
- WIAT®-III Wechsler Individual Achievement Test®, Third Edition
- WIAT®-III Wechsler Individual Achievement Test®, Third Edition Dyslexia Index Scores
- WIAT-4 Wechsler Individual Achievement Test, Fourth Edition
- WIAT-4 Dyslexia Index Wechsler Individual Achievement Test, Fourth Edition: Dyslexia Index

- WISC®-IV Spanish Wechsler Intelligence Scale for Children®, Fourth Edition-Spanish
- WISC®-IV Wechsler Intelligence Scale for Children®, Fourth Edition
- WISC®-V Integrated Wechsler Intelligence Scale for Children®, Fifth Edition Integrated
- WISC®-V Spanish Wechsler Intelligence Scale for Children®, Fifth Edition Spanish
- WISC®-V Wechsler Intelligence Scale for Children®, Fifth Edition
- WMS®-IV Wechsler Memory Scale®, Fourth Edition
- WNV™ Wechsler Nonverbal Scale of Ability
- Work Sampling for Head Start™ Work Sampling System for Head Start™
- WPPSI™-III Wechsler Preschool and Primary Scale of Intelligence™, Third Edition
- WPPSI™-IV Wechsler Preschool and Primary Scale of Intelligence™, Fourth Edition
- WRAML3 Wide Range Assessment of Memory and Learning, Third Edition
- WRMT-III Woodcock Reading Mastery Tests Third Edition
- WSO Work Sampling Online®
- WSS The Work Sampling System®

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Please visit the new [Customer Support Form](https://support.pearson.com/usclinical/s/contactsupport) to submit your questions or requests.
Link: <https://support.pearson.com/usclinical/s/contactsupport>

Best Regards,



[Adam Gierl \(May 24, 2022 10:45 CDT\)](#)

Adam Gierl, Director of Sales

Clinical and Classroom Assessment
NCS Pearson, Inc. (Pearson)

**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, Exceptional Education

Date: June 16, 2022

Re: Exceptional Education - Contract with Orange Grove Center, Inc.

I am respectfully requesting that you approve the attached contract with Orange Grove Center, Inc. for the 2022-2023 school year. Funds will be disbursed in 12 equal installments and will not exceed \$1,397,380 for up to 45 students. This contract will be paid with Exceptional Education General Purpose funds. These funds are already budgeted and no additional funds are requested.

Thank you for your consideration of this contract.

**HAMILTON COUNTY BOARD OF EDUCATION
EXCEPTIONAL EDUCATION**

CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this 16th day of June, 2022 by and between the Hamilton County Department of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at 3074 Hickory Valley Road, and Orange Grove Center, Incorporated, (hereinafter known as **OGC**) with principal office at 615 Derby Street, both of Hamilton County, Tennessee, to be effective for the 2022-2023 school year.

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, **OGC** is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of **BOARD OF EDUCATION**.

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

1. **OGC** agrees to be subject to and operate under the rules and regulations of the Tennessee Department of Education and the Hamilton County Board of Education. Accordingly, the authority of the State Department of Education, the Hamilton County Superintendent of Schools, and all Hamilton County public school officials shall be as full and ample at **OGC** as it is under the jurisdiction of Hamilton County Board of Education.
2. **OGC** shall accept the responsibility for the educational training of students assigned to it by the Board of Education Exceptional Education Department. **BOARD OF EDUCATION** will pay **OGC** a sum of \$1,397,380.00 or \$31,052.89 per student for 45 students, to be paid in twelve (12) equal monthly increments during the 2022-2023 school year, for full-day student participation. Enrollment over the total full-day participation number of students will be paid on a per diem rate, based upon the needs of the student. It is understood and agreed by and between the parties that the **BOARD OF EDUCATION** is solely responsible for determining whether **OGC** is an appropriate placement for any particular **BOARD OF EDUCATION** student. The **BOARD OF EDUCATION** students attending **OGC** will attend up to 225 school days. The 225 school days include 180 days of traditional school calendar year attendance and up to 45 days of extended school year (ESY). The IEP team will determine the amount of extended school year (ESY) for each student, based on supporting data. The IEP team should meet regarding the extended school year (ESY) decision early enough in the spring of the school year to ensure that parents can meaningfully exercise their due process rights, if they wish to challenge the ESY decision. The extended school year (ESY) decision must be made before the start of summer. The **BOARD OF EDUCATION** recommends the IEP team review the data to determine extended school year (ESY) need by the end of the third nine weeks of the school year.

If a **BOARD OF EDUCATION** student attending **OGC** requires homebound educational services outside of **OGC** as directed by the IEP Team and **OGC** cannot provide this service, **BOARD OF EDUCATION** will provide the service. If a **BOARD OF EDUCATION** student is placed in a residential treatment facility by a physician, **BOARD OF EDUCATION** staff will monitor the implementation of the student's IEP. During each month of homebound service provided by **BOARD OF EDUCATION** staff or residential treatment service provided a student, after being admitted by a physician, the monthly rate of payment for that student will be deducted from the monthly increment payment to **OGC**. The monthly rate deducted will be \$2,587.74.

3. **OGC** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:
 - a. A statement of the child's present levels of educational performance
 - b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,
 - c. A statement of short term instructional objectives,
 - d. A statement of specific educational related services needed by the child,
 - e. The date when these services will begin and length of time the services will be given,
 - f. A description of the extent to which the child will participate in regular education programs, if any.
 - g. A justification for the type of education placement, which the child will have,
 - h. The persons responsible for the implementation of the individualized education program,
 - i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
 - j. Progress reports shall be sent to the parents and the **BOARD OF EDUCATION** every 9 weeks. Attendance reports shall be submitted every 20 days to the **BOARD OF EDUCATION**.
 - k. The programs of the child shall not be changed or terminated without an I.E.P. Team meeting composed of representatives of the **BOARD OF EDUCATION** and **OGC** which results in agreement regarding change or termination of the program.
4. The staff of the **BOARD OF EDUCATION** may inspect the **OGC'S** facility and confer with **OGC'S** staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.
5. **OGC** shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c. **BOARD OF EDUCATION** and **OGC** ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by **OGC**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
6. **OGC** shall:
 - a. Require all applicants for employment and all current employees to 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;
 - b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and

- c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.

7. **BOARD OF EDUCATION** will provide a school psychologist to coordinate initial and reevaluation assessments for the **BOARD OF EDUCATION** students attending **OGC**. The assessment team will be comprised of appropriate team members as outlined by the Tennessee Department of Education (TDOE), Division of Special Education and will include representatives from the **BOARD OF EDUCATION** and **OGC**. The assessment team will provide all information, including a written integrated report, to the IEP team.

As previously stated, the **BOARD OF EDUCATION** is solely responsible for determining if **OGC** is an appropriate placement for any particular **BOARD OF EDUCATION** student. Students must be identified as having significant multiple needs and/or a diagnosis of Severe Intellectual Disability. **BOARD OF EDUCATION** students entering **OGC** must only meet the registration and health requirements established by **BOARD OF EDUCATION**.

8. **BOARD OF EDUCATION** and **OGC** shall jointly share in the development and monitoring of the individualized education program (IEP) for each student. **BOARD OF EDUCATION** and **OGC** shall have the opportunity to provide a representative to attend and participate in the IEP Team meetings. A draft IEP should be available for review at least three days prior to every IEP meeting.
9. **OGC** shall notify **BOARD OF EDUCATION** immediately and not to exceed seven (7) days when it learns that a student is no longer a resident of a Hamilton County School zone area and when a student is no longer attending **OGC**. **BOARD OF EDUCATION** will not be responsible for continuing payments of the amount reflected in preceding paragraph #3 of this Agreement if and when a student, receiving services from **OGC** under this Agreement, moves, relocates, or otherwise changes residence to a system or area outside the Hamilton County School zone. In the event that a student's attendance reflects excessive absences (beyond two weeks), the IEP Team shall convene to address the need for a change of placement.
10. **BOARD OF EDUCATION**, working with **OGC**, shall develop an individualized education program which will be specifically designed to meet the unique needs of each student with provisions for all support materials and services necessary for his/her education. **OGC** will include in the IEP all related services as deemed necessary by the members of the IEP Team. Provisions for related services are as follows:
 - a. Services needed for the student to benefit from an appropriate special education program.
 - b. Services needed to obtain a complete diagnostic profile necessary to determine special education program and appropriate related services.
 - c. **BOARD OF EDUCATION** recognizes that some students will be in need of certain related services as determined by the IEP Team. Under the provision of this contract, **OGC's** services will include but may not be limited to the following:
 - (1) Physical Therapy
 - (2) Occupational Therapy
 - (3) School Health Services and School Nurse Services, including 1:1 support as may be necessary for the student
 - (4) Speech, Language and Communication Services
 - (5) Transportation
 - (6) Behavior Management Services
 - (7) Vision and Audiology Services
 - (8) Assistive Technology Services
 - (9) Implementation of all IEP goals and objectives

11. All assessment information received by **OGC**, not conducted by the **BOARD OF EDUCATION**, shall include a release of information to the **BOARD OF EDUCATION** so that the **BOARD OF EDUCATION** has access to this assessment information. Any assessment reports conducted or received by **OGC** while this contract is in effect shall be forwarded to the Director of Exceptional Education. **OGC** shall complete all assessments necessary to determine student eligibility to include:
 - a. Educational and diagnostic assessments
 - b. Vision and hearing results
 - c. Physical and/or occupational therapy evaluations
 - d. Speech and language evaluations
 - e. Augmentative communication evaluations
 - f. Oral motor assessments
 - g. Assistive technology evaluations
 - h. Prevocational/vocational evaluations

12. This agreement is contingent on the following:
 - a. **OGC's** program is appropriate in relation to the needs of the students to be enrolled.
 - b. The **OGC** facility shall make available a comprehensive educational program for up to forty-five (45) or full day participation students, as stipulated in contract point #2.
 - c. The professionals designated to work with the students shall be approved, licensed, or certified by the appropriate agency or agencies of the State of Tennessee verifying that they are not presently under suspension or subject to other disciplinary action by the appropriate agency or agencies of the State of Tennessee.
 - d. **OGC** agrees to verify employment eligibility requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.
 - e. **OGC** certifies that the staff of the facility has received training in the appropriate use of restraint and isolation as required by The Special Education Behavior Supports Act, TCA, Section 49-10-1301, *et seq.*
 - f. **OGC** will report to the **BOARD OF EDUCATION** each instance of the use of restraint and isolation to comply with parental notification requirements of The Special Education Behavior Supports Act, TCA, Section 49-10-1301, *et seq.*

13. Termination. This agreement may be terminated by the **BOARD OF EDUCATION** or **OGC** for cause upon written notice given at least twenty (20) days before the proposed effective date of such termination, if the cause of such termination has not been corrected to the satisfaction of the party terminating the agreement within such period of time. For these purposes, "cause" shall include, but not be limited to, the following:
 - a. Failure of **OGC** to comply with all applicable rules, regulations and procedures (state, federal and local) pertinent to the performance of services for the System under this Agreement.
 - b. Failure of **OGC** to comply with any obligation under this Agreement.
 - c. Failure of **OGC** 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.In the event of such termination, **OGC** shall be entitled to receive compensation in accordance with the terms of this Agreement for services rendered up to the termination date.

14. A representative of the **BOARD OF EDUCATION** will monitor and inspect the **OGC** program and facility. Inspections are to be at a time reasonable to both parties.

15. In all matters pertaining to the records of the student maintained by **OGC**, **OGC** will comply with the Family Educational Rights and Privacy Act, 20 USC 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. **OGC** may make such records available to authorized personnel of **HCDE**, including special education department staff, teachers, and other professionals for the purpose of educational planning and monitoring. **OGC** further agrees to notify the **BOARD OF EDUCATION** 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 **BOARD OF EDUCATION** will not release records pertaining to a student's evaluation received from **OGC** to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.
16. **OGC** agrees to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to the system, in any legal proceedings arising from alleged failure of the **BOARD OF EDUCATION** to comply with Federal and State Laws.
17. **OGC** agrees that the auditor for Hamilton County, the Hamilton County Department, the State Comptroller's Office or those of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recording contracts for the purpose of examination, experts and transcription.
18. Notwithstanding the above, **OGC** shall not be relieved of any liability to the **BOARD OF EDUCATION** for damages sustained by virtue of any breach of this contract.
19. **OGC** shall certify that all students referred will be served by certified and/or licensed teachers and therapists and no teacher or therapist not in good standing with his/her licensing/certifying agency will serve any students so referred.
20. 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 **OGC** from the development of its private professional practice.
21. **OGC** agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.
22. **OGC** agrees to verify employment eligibility requirements for all contract employees to the Department of Homeland Security and U.S. Citizenship and Immigration services.
23. **OGC** herein agrees to protect, defend, indemnify, and hold harmless the **BOARD OF EDUCATION**, as well as its agents and employees, against any and all claims, demands or causes of action asserting any injuries, losses or costs, including, but not limited to, court costs or attorneys' fees, arising out of or in way related to the rendering of services pursuant to this Agreement or its relationship with the **BOARD OF EDUCATION**.
24. 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.
25. The term of this agreement is from July 1, 2022 to June 30, 2023 for the 225 school days of service.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 16th day of June, 2022.

Dr. Justin Robertson, Superintendent
Hamilton County Schools

Board Chairperson
Hamilton County Board of Education

Tera Roberts, Chief Executive Director
Orange Grove Center, Inc.

Board President
Orange Grove Center, Inc.

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

MEMORANDUM:

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

From: Mitzi Delker, Director, Exceptional Education

Date: June 16, 2022

Re: Exceptional Education - Therapeutic Treatment Services Agreement

I am respectfully requesting that you approve this agreement with Parkridge Medical Centers, Inc, dba, Parkridge Valley Hospital for therapeutic services for the 2022-2023 school year. The cost of this contract will not exceed \$20,000 to be paid with IDEA Part, B funds. This department has worked with this facility for several years with excellent rapport and results.

I remain pleased that Valley is willing to provide appropriate services as needed for students that require intensive services.

**EDUCATIONAL SERVICES AGREEMENT
AGENCY THERAPEUTIC TREATMENT PROGRAM**

THIS AGREEMENT, made this 16th day of June 2022, by and between the Hamilton County Department of Education (hereinafter the **Board of Education**) with its principal office at 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, and Parkridge Medical Centers, Inc, dba, Parkridge Valley Hospital, (hereinafter referred to as the **Agency**) with principal office at 2200 Morris Hill Road, Chattanooga, Tennessee, 37421, to be in effect from July 1, 2022 to June 30, 2023.

WITNESSETH

WHEREAS, the **Board of Education** is authorized under the provision of Tennessee Code Annotated, T.C.A. 49-10-107, T.C.A. 49-10-305 and T.C.A. 49-10-701 to contractually obligate themselves and the State of Tennessee to implement plan of Mandatory Act for the Individuals with Disabilities Education Act; and

WHEREAS, the **Board of Education** desires to unitize the **Agency** for referred eligible students as determined by the Individualized Education Program Team (IEP Team) for which the Board of Education is responsible for providing educational programs; and

WHEREAS, the **Agency** presently has available educational facilities, and an Accredited School Program specifically suited and designed for referred eligible students, who are determined to be eligible by the IEP Team, and desires to provide said services to the **Board of Education** under a contractual agreement.

NOW, THEREFORE, in consideration of the mutual arrangement accruing to each of the Parties hereunder, and for other good and valuable considerations hereby acknowledged, the **Board of Education** and the **Agency** hereby agree to the contract as follows:

1. The authority of the State Department of Education, the Superintendent of Schools, and all public school officials shall be as full and ample at the **Agency** as it is under the jurisdiction of the **Board of Education**.
2. The **Agency** shall comply with the federal and state laws promulgated from time to time and shall cooperate with the **Board of Education** to the extent necessary in order to maintain school approval from the State Department of Education. It is understood that the **Agency** is a state-approved school and is authorized to provide special education and related services. The **Agency** agrees to assist the **Board of Education** in any legal proceedings arising from alleged failure or violations relative to compliance with federal and state laws.

3. The **Agency** shall accept the responsibility for the educational training of each student assigned to it by the **Board of Education**.
4. Meetings to review and revise the student's Individualized Education Program (IEP) may be initiated and conducted by the Board of Education representative(s) or Agency staff. If the Agency staff initiates and conducts such a meeting or meetings, the Agency staff shall advise the parents and the Board of Education representatives in writing of the time, date, place, and purpose of the meeting. The Board of Education shall ensure that the parents have had an opportunity to participate and agree to any decisions about the Student's IEP. Further, the Board of Education representative(s) shall be involved in any decision about the Student's IEP and agree to any proposed changes in the program before those changes are implemented
5. A condition of this IEP Team referral to Agency will be that parents may utilize any available private carrier insurance. However, federal law prohibits local education agencies and contracted agencies to adversely affect the student's and/or guardian's lifetime benefits or to reimburse for medical treatment. Accordingly, the Department will not attempt to so affect a student's or parent's benefits.
6. **Agency**, within fourteen (14) calendar days of notification of request of admission, will determine the appropriateness of admission and will complete the following tasks:
 - a. File Review
 - b. School Contracts
 - c. Parent or Guardian Interview
 - d. Student Interview
 - e. IEP Team Meeting
 - f. Written and parent approved IEP, and
 - g. Interviews or contacts with other involved agencies as
 - h. Deemed appropriate.
7. The **Board of Education** representative(s) and the **Agency** staff in a joint IEP Team meeting shall develop an IEP which will be specifically designed to meet the unique needs of each referred student with provisions for all support materials and services necessary for his education. IEP Team meeting reports and IEP's shall be forwarded to the Board of Education, specifically the Department of Exceptional Education. The educational program for referred students will include:
 - a. Statement of the child's present levels of educational performance.
 - b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year.
 - c. A statement of short-term instructional objectives for each goal.
 - d. A statement of specific educational and related services needed for the child.

- e. A statement of when the services shall begin and length of time the student shall receive these services.
 - f. For a special day school program, a statement of why this student will not participate in the general education program.
 - g. A justification for the type of education placement which the child shall have.
 - h. The persons responsible for the implementation of the IEP.
 - i. Objective criteria, evaluation procedures, and schedules for determining on at least a quarterly basis, whether the short-term instructional objectives are being achieved.
 - j. Progress reports shall be sent to the parents and the Board of Education every 6 to 9 weeks. Attendance reports shall be submitted every 20 days.
 - k. The program of the child shall not be changed or terminated without an IEP team meeting composed of representatives of the Board of Education and Agency which results in agreement regarding change or termination of the program.
8. In the event that placement of the Board of Education's students are made unilaterally by parents or through government agencies without the knowledge of the Board of Education, it will be the responsibility of the **Agency** authorities to inform the parent or legal guardian that educational services may be available through the Board of Education. **Agency** agrees to execute a referral for exceptional educational services to the Board of Education representatives and obtain necessary releases from the legal guardian. If the parents do not desire a copy to be sent, then the statement obtained should be maintained on file by the agency,
9. **Agency** shall send to the Director of Exceptional Education attendance reports every 20 days. Progress reports shall be sent to the parents and the **Agency** every 6 to 9 weeks relative to IEP goal and objective achievement, and report card with copies to the parents or guardian or a student over 18 years of age. Without receipt of these reports, the Board of Education shall not authorize payment.
10. Any assessment reports conducted or received by **Agency** while this contract is in effect shall be forwarded to the Board of Education's Director of Exceptional Education including psychological assessments, psychiatric evaluations and discharge summaries, social history information, and report of behavioral observations.
11. This agreement is contingent on the following:
- a. **Agency** is appropriate in relation to the needs of each referred student to be enrolled.

- b. The **Agency** facility provides an educational program for at least 180 days per year and provides extended school year program(s) for those deemed appropriate by the IEP Team.
 - c. The contractual agreement will be approved for said dates and will be reviewed every nine weeks by the Exceptional Education Department Personnel.
 - d. The professionals designated to work with referred students shall be approved/licensed or certified by the appropriate agency or agencies of the State of Tennessee and certify that they are not presently under suspension or other disciplinary action by the appropriate agency or agencies in which the facility is located.
 - e. **Agency** represents that it is duly licensed by and in good standing with the State of Tennessee, that it is properly certified to practice its specialty by the relevant credentialing authority, and that as of the date of the execution of this Agreement, it has not been convicted of a felony and that no disciplinary charges have been filed against it with the relevant Tennessee licensing agency. Agency further agrees to report to the Board of Education immediately, the filing of any disciplinary charges against it with the State of Tennessee and the disposition of any such disciplinary charges. Agency further agrees to cooperate with the Board of Education in any background investigation by or on behalf of the Board of Education.
 - f. **Agency** agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.
 - g. **Agency** agrees to verify employment requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.
 - h. **Agency** certifies that the staff of the facility or program has received training in the appropriate use of restraint and isolation as mandated by Public Chapter 457 of the Acts of 2011.
 - i. **Agency** will report to the Board of Education each instance of the use of restraint and isolation to comply with parental notification requirements of Public Chapter 457 of the Acts of 2011.
12. A representative of the Board of Education will monitor and inspect the **Agency** facility. Inspections are to be at a time reasonable to both parties.
13. **Agency** shall not discriminate against any employee or applicant for employment because of race, color, religion, disability, or natural origin, and:

- a. Shall take affirmative actions to insure that qualified applicants are employed and that employees are treated in their employment without regard to their race, color, religion, disability, or natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability or natural origin.
 - c. The Board of Education and the **Agency** ensures that the rights and privileges available to students attending schools of the Board of Education shall be available to the students served by the **Agency**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
14. **Agency** herein agrees to defend, indemnify and hold harmless the Board of Education and the governing bodies thereof against any and all claims, demands, actions at law or in equity, judgments, executions, leases, liabilities, damages, expenses, including court costs and attorneys' fees, arising out of or relating to, directly or indirectly, the rendering of services by the Agency pursuant to this Agreement, including, without limitations, any claims that the Agency was negligent in any diagnosis, treatment or failure to diagnose or treat, and those by third parties for damages due to personal injuries or property damage, arising from each individual child using the premises, including the use of materials by the child.
15. In all matters pertaining to the records of the student mentioned by the **Agency**, the **Agency** will comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA) and the Federal Regulations applicable at FERPA at 34 C.F.R. Part 88 and with all state regulations relating to the privacy of such records. The Agency may make such records available to authorized personnel of the Board of Education, including special education department staff, teachers, and other professionals for the purposes of educational planning and monitoring. Agency further agrees to notify the Board of Education representatives 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 Board of Education will not release records pertaining to a student's evaluation received from the Agency to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99. **Agency** agrees that the auditor(s) for Hamilton County, the Department, and State Department of Education, the State Comptroller's Office or those of any Department of Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and records contracts as related to said student(s), for the purpose of examination, and transcription.
16. This contract may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials. Any oral modifications of this contract are not effective. This contract may be terminated by either party by giving written notice to the other, at least thirty (30) calendar days before the

effective date of such termination, if Agency fails to fulfill in a timely and proper manner their obligations under this contract, the Board of Education shall have the right to immediately terminate this contract. Not with-standing the above, Agency and its Board of Directors shall not be relieved of any liability to the Board of Education for damages sustained by virtue of any breach of this contract.

17. **Agency** shall

- a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with children or enter school grounds;
- b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and
- c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202

18. The **Board of Education** shall pay for the implementation of the student's IEP's as agreed upon by the Department. IEP implementation is as follows:

- a. Acute In-patient (excludes MD): \$900 per diem.
- b. Therapeutic Day School (including three group counseling sessions per week): \$190 per diem.
- c. Step-down (transition back to LEA program): \$30 per hour up to 3 weeks after discharge plus mileage at current Federal rate.
- d. A maximum of \$ 20,000 to be paid to the Agency not to exceed 10 students.

19. The length of this agreement is July 01, 2022 to June 30, 2023. This contract is terminated immediately for an individual student when that student's IEP Team deems the placement is no longer the most appropriate for that student or when a parent, guardian, or student leaves the Agency against medical discharge for any reason. In these situations, the Board of Education's financial obligation to Agency for that student is terminated.

20. Each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d ("FIIPAA") and any current and future regulations promulgated thereunder including without limitation

the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements.” Each party agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. § 164.50 1) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

21. This contract is contingent upon the contractor providing proof of insurance naming Hamilton County Department of Education as Additional Insured or Certificate Holder with coverage and limits satisfactory to the Department of Education’s Office of Risk Management.

IN WITNESS THEREOF, the parties have executed this Agreement on

June 16th, 2022.

Superintendent
Hamilton County Schools

Board Chairman
Hamilton County Board of Education

Administrator
Agency Therapeutic Treatment

**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 Exceptional Education

Date: June 16, 2022

Re: Exceptional Education - Signal Centers, Incorporated

I am respectfully requesting that you approve the attached contract with Signal Centers, Inc. for the 2022-2023 school year. The cost of services is \$814,530.00 to be paid in 10 equal payments with proof of services to serve up to 55 students. This contract will be paid with Exceptional Education General Purpose funds. Extended school year for 2022-2023 will be reimbursed at a rate of \$55.00 per half-day participation and \$110.00 per full day participation per student; these services will be paid with IDEA, Part B funds. No additional funds are needed.

Thank you for your consideration of this contract.

**HAMILTON COUNTY BOARD OF EDUCATION
EXCEPTIONAL EDUCATION DEPARTMENT**

CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this 16th day of June 2022 by and between the Hamilton County Board of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at 3074 Hickory Valley Road, Chattanooga, Tennessee and Signal Centers, Incorporated (hereinafter known as **SIGNAL CENTERS**) with its principal office in 109 North Germantown Road, Chattanooga, Tennessee, 37411. Agreements included in the 2021-2022 school year contract will be in effect for extended school year provision of services for June, July, and August of 2022.

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, **SIGNAL CENTERS** 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 **SIGNAL CENTERS** for the consideration hereinafter names, agree as follows:

1. Signal Centers agrees to be subject to and operate under the rules and regulations of the Tennessee Department of Education and the Hamilton County Board of Education. Accordingly, the authority of the State Department of Education, the Hamilton County Superintendent of Schools, and all Hamilton County public school officials shall be as full and ample at Signal Centers as it is under the jurisdiction of Hamilton County Board of Education.
2. Signal Centers shall accept the responsibility for the educational training of preschool aged students assigned by the Board of Education Exceptional Education Department and accepted by Signal Centers. The Board of Education will pay Signal Centers a sum of \$814,530.00, \$14,809.64 per student, to be paid in ten (10) equal monthly increments during the 2022-23 school year following the HCDE school calendar to serve up to and including fifty-five (55) students in full-day participation or two (2) half day participation equals one (1) full day participation. Any student transitioning at three (3) years of age after January 1, 2023, by the Board of Education generated IEP, from the Signal Centers Early Intervention Program into the Signal Center's Preschool program will be included for participation at no additional cost to the Board of Education.

Extended school year services (ESY) for up to 16 additional days beyond 180 days following the 2022-23 school year will be reimbursed at a rate of \$55.00 per half day participation and \$110.00 per full day participation per student to include all related services as stipulated in this agreement – Item #7 and will follow the HCDE ESY calendar.

If the **BOARD OF EDUCATION** student requires homebound services, while enrolled at Signal Centers, and Signal Centers cannot provide the homebound services, the **BOARD OF EDUCATION** will provide the homebound. During each month of homebound service is provided by **BOARD OF EDUCATION** staff, the monthly rate of payment (\$1,480.96) for that student will be deducted from the monthly increment payment to Signal Centers.

3. **SIGNAL CENTERS** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:
 - a. A statement of the child's present levels of educational performance
 - b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,
 - c. A statement of short term instructional objectives,
 - d. A statement of specific educational related services needed by the child,
 - e. The date when these services will begin and length of time the services will be given,
 - f. A description of the extent to which the child will participate in regular education programs, if any.
 - g. A justification for the type of education placement, which the child will have,
 - h. The persons responsible for the implementation of the individualized education program,
 - i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
 - j. Progress reports shall be sent to the parents and **BOARD OF EDUCATION** every 9 weeks. Attendance reports shall be submitted monthly to the **BOARD OF EDUCATION**.
 - k. The programs of the child shall not be changed or terminated without an IEP Team meeting composed of representatives of **BOARD OF EDUCATION** and **SIGNAL CENTERS** which results in agreement regarding change or termination of the program.
4. The staff of the **BOARD OF EDUCATION** may inspect the **SIGNAL CENTERS** facility and confer with the **SIGNAL CENTERS** staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.
5. The Assessment Team will provide all information, including a written integration report, to the IEP Team which includes a representative from the Board of Education. The IEP Team will review assessment findings, determine eligibility, and if appropriate, recommend placement and programming.
6. The Board of Education and Signal Centers shall jointly schedule IEP Team meetings and share in the development and monitoring of the Individualized Education Program (IEP) for each student. The Department and Signal Centers shall have the opportunity to provide a representative to attend and participate in the IEP Team meetings.
7. The Board of Education, working with Signal Centers, shall develop an individualized education program which will be specifically designed to meet the unique needs of each student with provisions by Signal Centers for all support materials and services included in this agreement. Signal Centers shall be responsible for the provision and implementation of the direct educational services, related services, materials and equipment portion of the program designed through these meetings. Specialized/individualized student-tailored equipment must be determined by the IEP (LEA representative must be in attendance) and approved by the **BOARD OF EDUCATION** to be excluded from this provision. Signal Centers will include in the IEP all related services as deemed necessary by the members of the IEP Team.
 - a. Services needed for the student to benefit from an appropriate special education program.
 - b. Services needed to obtain a complete diagnostic profile necessary to determine special education program and appropriate related services.
 - c. The Board of Education recognizes that some students will be in need of certain related services as determined by the IEP Team. Under the provision of this contract, Signal Centers, Inc.'s services will be limited to those currently provided in the areas of:
 - (1) School Health Services (excluding 1:1 attendant/full day nursing)
 - (2) Behavior Management (excluding private providers per HCDE Board Policy regarding Visitors to the Schools 1.501)
 - (3) Counseling

All related services must be deemed necessary by the IEP Team not included in Item #7c. will be provided in conjunction with the Signal Center program by the Board of Education. The Board of Education representative must be included in the IEP process documenting the needs.

8. Signal Centers shall notify the Board of Education immediately and not to exceed seven (7) days when it learns that a student is no longer a resident of a Hamilton County School zone area. The Board of Education will not be responsible for continuing payments of the amount reflected in preceding paragraph #2 of this Agreement if and when a student, receiving services from Signal Centers under this Agreement, moves, relocates, or otherwise changes residence to a system or area outside the Hamilton County School zone. In the event that a student's attendance reflects excessive absences beyond two (2) weeks, the IEP Team shall convene to address the consideration of a change of placement. If the IEP Team recommends a change of placement to homebound/hospital, the student shall be disenrolled from Signal Centers with the option of reentry based on IEP Team recommendation.
9. All assessment information received by Signal Centers not conducted by the Board of Education, shall include a release of information to the Board of Education so that the Exceptional Education Department has access to this assessment information. Any assessment reports conducted or received by Signal Centers, Inc. while this contract is in effect shall be forwarded to the Executive Director of Exceptional Education and uploaded to Easy IEP. Signal Centers shall have the responsibility to provide under the provisions of this contract assessments as required in the individual assessment plan:
 - a. Educational and Diagnostic Assessments
 - b. School Health Assessments
 - c. Functional Behavior Assessments

All assessment deemed necessary by the IEP Team not included in the above will be provided by the Board of Education in conjunction with the Signal Centers school program. Department representative must be in attendance in the IEP Team process documenting need.

10. This agreement is expressly conditioned on the following:
 - a. Signal Centers program is appropriate in relating to the needs of the students to be enrolled.
 - b. Signal Centers provides an educational program for at least 180 instructional days to students.
 - c. The contractual agreement will require a school calendar, including minimal holiday breaks, to be submitted to HCDE.
 - d. The professionals designated to work with the students shall be approved, licensed or certified by the appropriate agency or agencies of the State of Tennessee verifying that they are not presently under suspension or subject to other disciplinary action by the appropriate agency or agencies of the State of Tennessee.
 - e. Signal Centers shall certify that all students referred will be served by certified and/or licensed teachers and therapists and no teacher or therapist not in good standing with his/her licensing/certifying agency will serve any students so referred.
 - f. Signal Centers agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.
 - g. Signal Centers agrees to verify employment eligibility requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.
 - h. Signal Centers, Inc. certifies that the staff of the facility has received training in the appropriate use of restraint and isolation as mandated by Public Chapter 457 for the Acts of 2011.
 - i. Signal Centers, Inc. agrees to report to the Department each instance of the use of restraint and isolation to comply with parent notification requirements of Public Chapter 457 of the Acts of 2011.
11. In all matters pertaining to the records of the student maintained by Signal Centers, Signal Centers will comply with the Family Educational Rights and Privacy Act, 20 USC 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. Signal Centers may make such records available to authorized personnel of the Board of Education, including special education department staff, teachers, and other professionals for the purpose of educational planning and monitoring. Signal Centers further agrees to notify the Board of Education 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 Board of Education will not release records pertaining to a student's evaluation received from Signal Centers to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

12. Signal Centers agrees to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to the system, in any legal proceedings arising from alleged failure of the Department to comply with Federal and State Laws.
13. **SIGNAL CENTERS** shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c. **BOARD OF EDUCATION** and **SIGNAL CENTERS** ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by the **SIGNAL CENTERS**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
14. **SIGNAL CENTERS** shall
 - a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds;
 - b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and
 - c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.
15. **SIGNAL CENTERS** herein agrees to protect, defend, indemnify, and hold harmless the **BOARD OF EDUCATION**, as well as its agents and employees, against any and all claims, demands or causes of action asserting any injuries, losses or costs, including, but not limited to, court costs or attorneys' fees, arising out of or in any way related to the rendering of services pursuant to this Agreement or its relationship with the **BOARD OF EDUCATION**.
16. Signal Centers agrees that the auditor for Hamilton County, the Hamilton County Department, the State Comptroller's Office or those of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recording contracts for the purpose of examination, experts and transcription.

17. A representative of the Board of Education will monitor and inspect the Signal Centers program and facility. Inspections are to be at a time reasonable to both parties.
18. This contract may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.
19. This contract may be terminated, without cause, by either party by giving written notice to the other, at least sixty (60) days before the effective date of such termination. This contract may be terminated immediately by the Board of Education for cause, which cause may include but not be limited to:
 - a. Non-compliance with rules, regulations and procedures (state, federal and local).
 - b. Non-compliance with any portion of this contract.
 - c. Signal Centers, Inc. requiring the Board of Education to pay for students who were not referred to Signal Centers by the Department.

Should the Board of Education terminate for cause, the Board of Education shall then withhold payments in excess of fair compensation for work completed and to require the Signal Centers to repay to them any funds expended in contravention of such conditions. In the event, Signal Centers, Inc. shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

20. Notwithstanding the above, Signal Centers shall not be relieved of any liability to the Board of Education for damages sustained by virtue of any breach of this contract.
21. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Board of Education's Office of Risk Management.
22. The period of this agreement is for the 2022-2023 school term starting July 1, 2022, and ending June 30, 2023, to include extended school year services for 2021-2022 IEP services.

IN WITNESS THEREOF, parties have executed this AGREEMENT as of the 16th day of June 2022.

Dr. Justin Robertson, Superintendent
Hamilton County Schools

Board Chairman
Hamilton County Board of Education

President of the Board, Signal Center, Inc.

Executive Director, Signal Centers, Inc.

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

MEMORANDUM:

To: Hamilton County Department of Education School Board Members and
Dr. Justin Robertson, Superintendent

From: Mitzi Delker, Director Exceptional Education

Date: June 16, 2022

Re: Speech/Language Billing and Related Administrative Services Agreement

I am respectfully requesting that you approve this agreement with Stellar Therapy, LLC, for billing and related administrative fees related to Medicaid reimbursement for speech, language, occupational and physical therapies, and BCBA services . This agency has satisfactorily worked with our department over the last four years. This contract will be at a rate of 20% of received Medicaid reimbursement and is to be paid from the Medicaid Reimbursement Self Funded Account no additional funds will be needed.

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made on this 16th day of June, 2022 by and between Hamilton County Department of Education (hereinafter known as "SCHOOL DISTRICT") with its principal office at 3074 Hickory Valley Road Chattanooga, TN 37421, and Stellar Therapy Services, LLC (hereinafter known as "Contractor") with its principle office at 2120 Mae Dell Road., Chattanooga, TN, 37421.

WITNESSETH

WHEREAS, the Interagency Agreement entered into by the Tennessee Board of Education (DOE), the Tennessee Department of Finance and Administration (TDFA)/Bureau of TennCare, and seven other state agencies, on July 1, 2009, allows local education agencies (LEA) to seek and obtain reimbursement from TennCare Managed Care Contractors (MCCs) for services provided under the Individuals with Disabilities Act (IDEA) to TennCare eligible students;

WHEREAS, SCHOOL DISTRICT desires that Contractor provide certain billing and related administrative services in connection with certain healthcare services described herein and to the extent covered by IDEA and provided to SCHOOL DISTRICT students who are TennCare enrollees and eligible to receive such healthcare services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, SCHOOL DISTRICT and Contractor hereby agree as follows:

1. **Term.** The term of this Agreement shall be from July 1, 2022 through June 30, 2023.
2. **Administrative Services**
 - (a) Contractor shall provide the following services to SCHOOL DISTRICT during the term of this Agreement (the "Administrative Services"):
 - 1) On behalf of SCHOOL DISTRICT, Contractor shall prepare and submit to appropriate Managed Care Organizations (as defined under TennCare) all claims for speech and language services, occupational therapy services, physical therapy services, BCBA services, and any other identified eligible services that are provided to TennCare Eligible SCHOOL DISTRICT Students either by service providers who are directly employed by SCHOOL DISTRICT ("SCHOOL DISTRICT Therapists") or who have a current contract with BOARD OF EDUCATION ("Contract Therapists"). The parties acknowledge and agree that Contractor shall bill only for the foregoing services to the extent they are covered by IDEA and provided to SCHOOL DISTRICT students who are TennCare enrollees and eligible to receive such healthcare services ("TennCare Eligible SCHOOL DISTRICT Students").
 - 2) Assist in obtaining billing numbers for SCHOOL DISTRICT Therapists and Contract Therapists, including the acquiring and maintaining of required credentials associated with healthcare services provided to TennCare Eligible SCHOOL DISTRICT Students and billed by Contractor hereunder.

- 3) On behalf of all SCHOOL DISTRICT Therapists and to the extent determined reasonable by Contractor, pay required professional organization dues, state health licensure fees, professional privilege taxes, and fees related to obtaining billing numbers for SCHOOL DISTRICT Therapists.
- 4) Provide and maintain online documentation system for Speech Therapy, Occupational Therapy, and Physical Therapy services. Provide user trainings, administrator trainings, and help desk support as needed.
- 5) Train SCHOOL DISTRICT Therapists and Contract Therapists as needed on documentation and clinical requirements related to Administrative Services.
- 6) Review and assist SCHOOL DISTRICT in the identification of appropriate notices and consents required to be provided students (or their parents or legal guardians) under applicable healthcare privacy laws.
- 7) Accumulate process and submit encounter information for reimbursement.
- 8) Provide monthly management reports to SCHOOL DISTRICT with claim and reimbursement information.
- 9) Perform quality assurance reviews related to compliance with State and Federal regulations with results available to SCHOOL DISTRICT.
- 10) Ensure that all consents and physicians' orders on behalf of the TennCare Eligible SCHOOL DISTRICT Students are in place in order for Contractor to bill for services provided thereto.

(b) Upon the date of expiration or termination of this Agreement for any reason (the "Termination Date"), Contractor shall have the option to bill exclusively for all claims for services provided to Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT Therapists or Contracted Therapists having dates of service on or prior to the Termination Date (the "Pre-Termination Charges"). This option shall conclusively be deemed to have been exercised by Contractor unless Contractor notifies SCHOOL DISTRICT on or prior to the Termination Date that it has elected not to exercise this option. If Contractor exercises such option, Contractor shall bill exclusively for all Pre-Termination Charges and provide standard reports in connection therewith for a period of up to one hundred twenty (120) days following the Termination Date (the "Post-Termination Period"). Contractor shall have the right to reduce the duration of the Post-Termination Period at any time by providing written notice to SCHOOL DISTRICT specifying the shorter Post-Termination Period. Contractor shall continue to receive its monthly Administrative Services Fee on all Pre-Termination Charges collected during the Post-Termination Period. Upon expiration of the Post-termination Period, Contractor shall cease providing the Post-Termination Services to SCHOOL DISTRICT.

(c) The parties agree to work together in good faith to address issues arising under applicable state and federal laws, policies, procedures and requirements pertaining to the Administrative Services, so that the Administrative Services shall be structured and performed in accordance with such laws.

(d) All revenue and income resulting from the Administrative Services hereunder shall belong to and accrue to the benefit of SCHOOL DISTRICT, unless otherwise agreed by the parties, provided, however, that Contractor shall be entitled to a lien on any revenue or income otherwise due HCDE to the extent of any unpaid Billing Services as described within this agreement or any Therapy Services as described in separate agreement between the parties,

that are more than 30 days late. The parties shall work together to establish appropriate accounts into which such revenues shall be deposited in order to comply with applicable laws.

(e) During the term of this Agreement, SCHOOL DISTRICT will not use the services of any other billing or claims processing companies for the purpose of submitting claims for services performed by SCHOOL DISTRICT employees or Contract Employees for TennCare Eligible SCHOOL DISTRICT Students.

3. Compensation.

a) In consideration for the Administrative Services provided by Contractor SCHOOL DISTRICT agrees to pay Contractor a Fee equal to twenty percent (20%) of total revenues received in connection to services provided by SCHOOL DISTRICT employees or contracted employees to eligible HCDE students during the term of the agreement.

b) Contractor shall invoice SCHOOL DISTRICT on a monthly basis for the Fees under this Agreement, and SCHOOL DISTRICT shall be responsible for paying all Fees upon receipt of Contractor's invoice therefor.

c) The parties represent and warrant to the other that all compensation payable to Contractor by SCHOOL DISTRICT hereunder has been determined in arms-length bargaining and is consistent with fair market value. Furthermore, the parties represent and warrant that all compensation hereunder was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties

4. FERPA Compliance.

SCHOOL DISTRICT and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with SCHOOL DISTRICT as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract (See Attachment).

5. SCHOOL DISTRICT RESPONSIBILITIES.

(a) SCHOOL DISTRICT agrees to provide or cause to be provided to Contractor timely, accurate, complete and up-to-date information required by Contractor to perform the Administrative Services, which information may include without limitation demographic, charge, diagnosis, patient or treatment related information. SCHOOL DISTRICT represents and warrants that all clinical documentation provided to Contractor will be true, accurate and complete and up-to-date at the time of provision. SCHOOL DISTRICT will notify Contractor when it becomes aware that any inaccurate or incomplete information has been supplied to Contractor, including but not limited to errors that may affect CPT codes or ICD-10 codes or their equivalents. SCHOOL DISTRICT shall notify Contractor promptly of all non-chargeable patient visits or services.

(b) SCHOOL DISTRICT represents and warrants that the SCHOOL DISTRICT Therapists will perform their services in accordance with standards adopted by the governing bodies of their specialty and that such services are and will be medically necessary, usual, customary and reasonable.

(c) SCHOOL DISTRICT acknowledges that the timing and amount of collections generated by the Administrative Services are subject to numerous variables, and that SCHOOL DISTRICT's failure to comply with the requirements of this Agreement may materially interfere with the Administrative Services. SCHOOL DISTRICT additionally acknowledges that Contractor's ability to perform the Administrative Services may be affected by the inability or failure of third party payors beyond the control of Contractor to accurately process data, complete provider enrollment or credentialing on a timely basis, or adopt systems to comply with requirements imposed by federal or state laws.

(d) If Contractor exercises its option to perform Post-Termination Services, then SCHOOL DISTRICT shall ensure that it provides to Contractor all data and back-up information pertaining to the Pre-Termination Charges promptly after receipt thereof. The parties acknowledge that Contractor cannot properly provide the Post-Termination Services without such data and information.

6. **Professional Liability Insurance.** With respect to the Stellar Therapists, Contractor will provide proof of insurance with coverage and limits satisfactory to SCHOOL DISTRICT's Office of Risk Management.

7. **Acknowledgments.**

(a) Contractor and SCHOOL DISTRICT acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between SCHOOL DISTRICT and Contractor. In that regard, while Contractor is subject to general terms and conditions in connection with the performance of the Services, Contractor and SCHOOL DISTRICT acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

(b) Contractor and SCHOOL DISTRICT acknowledge and agree that they have had a sufficient opportunity to review the terms of this Agreement.

(c) Contractor and SCHOOL DISTRICT acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owners, partners, officers, employees or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering into this Agreement.

8. **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

9. **Tax Liabilities.** All taxes applicable to any amounts paid by SCHOOL DISTRICT to Contractor under this Agreement shall be Contractor's liability and SCHOOL DISTRICT shall not withhold or pay any amounts for federal,

state or municipal income tax, Social Security taxes, or unemployment or worker's compensation taxes. Contractor hereby acknowledges its personal liability for the tax imposed by the Internal Revenue Code of 1986, and the payment, when applicable, of estimated quarterly taxes and the filing, when applicable, of quarterly Internal Revenue Service forms for the declaration of estimated tax by individuals. Upon request by SCHOOL DISTRICT, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, SCHOOL DISTRICT shall be solely responsible for all taxes associated with revenues generated from the services provided the TennCare Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT Therapists or the Stellar Therapists and submitted to Managed Care Organizations by contractor as a part of the Administrative Services.

10. Preservation of Records. Contractor and SCHOOL DISTRICT agree that they shall cause the healthcare records generated in connection with the services of the SCHOOL DISTRICT Therapists and ContractTherapists to be maintained for at least seven (7) years after the furnishing of any healthcare services pursuant to this Agreement. To the extent required by applicable law, Contractor and SCHOOL DISTRICT shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary" or the Secretary's duly authorized representatives, the Comptroller General of the United States (the "Comptroller General") or the Comptroller General's duly authorized representatives, such books, documents or records as may be necessary to certify the nature and extent of the cost of any services rendered pursuant to this Agreement. All such books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be required in regulations promulgated by the Secretary.

11. Indemnification. Contractor agrees to protect, defend and indemnify HCDE and to hold HCDE harmless against any and all claims, demands, losses, suits or causes of action arising out of or in any way related to the performance of Contractor's services under the terms of this Agreement including, but not specifically limited to, Contractor's Billing Services, the Therapy Services of Stellar Therapists, or the training, supervision or retention of any of Contractor's employees or agents; provided, however, that Contractor shall not be responsible for any any claims, demands, losses, suits, or causes of action that are solely the result of any error, omission, or intentional act on the part of any HCDE employee.

12. Notices. Any notice or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as set forth under each parties signature to this Agreement. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

13. Change Of Circumstances. In the event (i) Medicaid, TennCare, any applicable third-party payer or any federal, state or local legislative or regulatory authority establishes or has any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change or has an adverse effect in the method or amount of reimbursement or payment for the use of or services services provided to Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT Employees or Contract Employees and submitted to Managed Care Organizations by Contractor as a part of the Administrative Services, (ii) any or all of such payers/authorities establishes any law, rule, regulation,

policy, procedure or interpretation thereof which establishes or creates a substantial risk of violation of any federal, state or local anti-fraud and abuse law, or (iii) any or all of such payers/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party affected by any such change in circumstances or adverse effect, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

14. **Governing Law.** This Agreement is made and entered into the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of that state.

15. **Severability.** Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

16. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

17. **Assignment.** Contractor shall not assign this Agreement to any other party or parties without the prior written consent of SCHOOL DISTRICT.

18. **Headings.** The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

19. **Counterparts.** This Agreement may be executed in two counterparts, both of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives below.

SCHOOL DISTRICT

Stellar Therapy Services, LLC

Dr. Justin Robertson, Superintendent
Hamilton County Department of Education

Melissa Christopher, Executive Director
Stellar Therapy Services, LLC

Board Chairman
Hamilton County Board of Education

Holly Christopher, Administrator
Stellar Therapy Services, LLC

Address for Notices:
3074 Hickory Valley Road
Chattanooga, TN 37421

PO Box 8114
Chattanooga, TN 37414

ATTACHMENT

Authorization and Acknowledgement of Compliance

Whereas, SCHOOL DISTRICT has contracted with Stellar Therapy Services, LLC, for the provision of administrative and billing services related to certain healthcare services described within the contract;

Whereas, the above referenced contract may require the disclosure by the SCHOOL DISTRICT to Stellar Therapy Services, LLC, of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA);

Whereas, 34 C.F.R. 99.31 and 34 C.F.R. 99.35, authorize an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to authorized representatives of SCHOOL DISTRICT and local educational authorities in connection with an audit or evaluation of Federal or state supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.

Therefore, the SCHOOL DISTRICT and STELLAR THERAPY SERVICES, LLC, hereby agree as follows:

1. STELLAR THERAPY SERVICES, LLC, 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 Record, Disability Information, Grades, Date of Birth, Address, Race, Gender and Enrollment Record.
2. STELLAR THERAPY SERVICES, LLC, as authorized representative of SCHOOL 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 SCHOOL DISTRICT.
3. STELLAR THERAPY SERVICES, LLC, agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

SCHOOL DISTRICT

Date

Stellar Therapy Services, LLC

Date

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

MEMORANDUM

TO: Hamilton County Department of Education School Board Members and
Dr. Justin Robertson, Superintendent

FROM: Mitzi Delker, Director Exceptional Education

DATE: June 16, 2022

RE: Exceptional Education - Contract with Stellar Therapy Services, LLC
RFP/Bid File #19-44 Recovering Funds from Tenn Care-Medicaid

Exceptional Education would like to request that the Board approve the attached contract with Stellar Therapy LLC and RFP BID FILE 19-44 RECEIVED BOARD APPROVAL ON JUNE 19, 2019. The original contract period was July 1, 2019 through June 30, 2020 with option for annual renewals (not to exceed 60 months) provided all terms and conditions remain unchanged and vendor is in agreement. Stellar Therapy has served the School System well and contract extension is recommended. The contract period shall be July 1, 2022 through June 30, 2023.

This agreement is to provide Speech and Language, Occupational and Physical Therapy services as required by Individual Education Plans and supervised by Exceptional Education Administrators. We are requesting approval for this contract in order to provide a Free Appropriate Public Education for students receiving the above named services which are in excess of the ability of current HCDE staff to provide. This contract will be paid with a combination of funds from Medicaid Reimbursement, IDEA Part B and Ex Ed General Purpose Budget funds. This contract should not exceed \$2,205,000.

Thank you for your consideration of approving this contract for the 2022-2023 school year services.

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made on this 16th day of June, 2022 by and between the Hamilton County Department of Education (hereinafter known as "HCDE") with its principal office at 3074 Hickory Valley Road Chattanooga, Tennessee 37421, and Stellar Therapy Services, LLC (hereinafter known as "Contractor") with its principle office at 2120 Mae Dell Road, Chattanooga, TN 37421. This Agreement supercedes any other agreement between the parties.

WITNESSETH

WHEREAS, T.C.A. § 49-10-106 provides that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competency where necessary to provide appropriate special education and related services to children with disabilities (as defined in T.C.A. § 49-10-107 (2009));

WHEREAS, HCDE desires that Contractor provide speech and language services, occupational therapy services, and physical therapy services to HCDE students as assigned by a representative of the Exceptional Education Department of HCDE;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, HCDE and Contractor hereby agree as follows:

1. **Term.** The term of this Agreement shall be for a period of one (1) year from July 1, 2022 through June 30, 2023.

2. **Therapy Services.**
 - (a) Contractor shall provide to HCDE the Therapy Services listed in Section 4 of this Agreement, including direct and indirect service time, assessments, treatments, consultation, documentation, progress reports, meeting attendance, travel time between schools, documentation and prep time performed onsite or offsite, through service providers selected and employed by Contractor ("Stellar Therapists"), and such Therapy Services shall be subject to the following conditions:
 - Stellar Therapists will provide Therapy Services to students assigned as designated in the student's Individual Educational Plan (IEP), regardless of whether or not such students are TennCare Eligible HCDE Students (as defined below).
 - Stellar Therapists will attend IEP meetings as needed and recommend goals and objectives for individual students for use in developing their IEPs.
 - Contractor shall ensure that each Stellar Therapist who provides Therapy Services to HCDE hereunder supplies a fingerprint sample and submits to a criminal history records check to be conducted by the TN Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the Stellar Therapist to have contact with children or enter school grounds for the purposes of providing any services under this Agreement.
 - Contractor shall ensure that each Stellar Therapist who provides Therapy Services to HCDE hereunder agrees to verify employment eligibility requirements for all contract employess according to the Department of Homeland Security and U.S. citizenship and Immigration services.
 - With respect to the Therapy Services provided to HCDE under this Agreement, Contractor shall not allow any Stellar Therapist to come in direct contact with an assigned student or enter the grounds of a school where children are present if the criminal history records check indicates that the Stellar Therapist has ever

been convicted of an offense that is classified as a sexual offense or provider was convicted as a violent sexual offender as defined in T.C.A. § 40-39-202.

- For students with case managers other than Contractor, Stellar Therapists shall provide to the case manager data to document student needs, progress, lack of progress and verification that the related services provided in the IEP for the assigned student have been appropriately implemented. Progress reports will be completed on each assigned student and provided to the case manager.
- Each Stellar Therapist will be responsible for their own transportation to HCDE assignments; provided, however, that transportation time shall be billed as set forth in Section 4(a).

(b) Contractor represents and warrants that each Stellar Therapist who provides Therapy Services to HCDE hereunder possesses all licenses and qualifications necessary to perform the Therapy Services and is familiar with all professional standards of care, including the duty to maintain confidentiality over all information pertaining to students' educational or health records. Contractor agrees to maintain or ensure that such providers maintain (at Contractor's or the Stellar Therapist's expense) such licenses and qualifications and to conduct its business in accordance with the professional *Code of Ethics* of AOTA, APTA or ASHA (as applicable) and all relevant State and Federal rules and regulations applying to the performance of the Therapy Services throughout the term of this Agreement.

(c) Without a prior written consent of Contractor, during the term of this Agreement and for a period of one (1) year after the effective date of expiration or termination of this Agreement, HCDE covenants and agrees that it shall not directly or indirectly solicit, hire or contract with any Stellar Therapist who was employed by or otherwise contracted with Contractor during the term of this Agreement.

3. Compensation.

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

THERAPY SERVICES:

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

Therapy Service fees for the agreed upon staffing plan will not exceed \$2,205,000.00 under the terms of this contract. Contractor agrees to not exceed the maximum limits of this staffing plan without written request from the Director of Special Education.

Therapy Services reimbursed under the above rate schedule include direct and indirect service time, assessments, evaluations, treatments, consultation, documentation, progress reports, meeting attendance, travel time between schools, documentation and prep time performed onsite or offsite. Other services may be added as needed with rates to be agreed upon in

advance by both parties. All amounts payable to Contractor pursuant to this Section 3(a) shall be referred to herein as the “Fees for Therapy Services.”

(b) Parties further agree that supplies, equipment and technology will be provided by HCDE as necessary for meeting the performance standards of HCDE.

(c) Contractor shall invoice HCDE on a regular basis for the Therapy Services provided under this Agreement, and HCDE shall be responsible for paying all Fees upon receipt of Contractor’s invoice. However, HCDE has the right to review and approve any invoiced Therapy Services and to disallow any charges it questions in good faith.

(d) Additional Therapy Services may be purchased from Contractor upon written request by HCDE Director of Special Education and subject to Contractor availability.

(e) The parties represent and warrant to the other that all compensation payable to Contractor by HCDE hereunder has been determined in arms-length bargaining and is consistent with fair market value. Furthermore, the parties represent and warrant that all compensation hereunder was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties.

4. Services of Contractor, Qualifications, Recruiting.

(a) Contractor shall provide the Services at the place(s) of business operated or controlled by HCDE or its clients..

(b) Contractor represents and warrants that s/he possesses all licenses and qualifications necessary to perform the Services, and agrees to maintain (at his/her expense) such licenses and qualifications, and to practice conduct in accordance with the professional *Code of Ethics* of AOTA, APTA or ASHA (as applicable) and all relevant rules and regulations applying to the performance of the Services throughout the term of this Agreement.

(c) HCDE is prohibited from hiring, causing to be hired, or contracting with in any capacity any person associated with the Contractor without the expressed written consent of the Contractor for a period of one year from the cessation of this contract or the cessation of working relationship of said person with Contractor.

5. Other Responsibilities.

(a) Contractor is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the contract. This personally identifiable student and parent information may include but not limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender and Enrollment Record.

(b) Contractor as authorized representative of HCDE for the sole purpose of complying with the requirements of the 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 contract with HCDE.

(c) Contractor agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the contract.

(d) Contractor understands that it may have access to student demographic data for whom it does not provide a direct service and acknowledges that it may not use this or any student level data for solicitation purposes. Further, the Contractor understands that it will be liable for breaches of confidentiality that occur due to misuse of data.

6. Professional Liability Insurance. Before HCDE will have any obligation to Contractor under the terms of this Agreement, Contractor must first provide proof of insurance with coverage and limits satisfactory to HCDE’s Office of Risk Management. This coverage, at a minimum, must extend to any operation to be undertaken by Contractor in connection with its Staffing Services, the training and supervision of its Stellar Therapists, and any errors, omissions or other acts of negligence by

these Stellar Therapists. In the event that Contractor fails to provide such a policy of insurance or the Office of Risk Management fails to approve any such policy, then this Agreement will be of no effect and HCDE will have no liability to Contractor whatsoever.

7. **Indemnification.** Contractor agrees to protect, defend and indemnify HCDE and to hold HCDE harmless against any and all claims, demands, losses, suits or causes of action arising out of or in any way related to the performance of Contractor's services under the terms of this Agreement including, but not specifically limited to, Contractor's Billing Services, the Therapy Services of Stellar Therapists, or the training, supervision or retention of any of Contractor's employees or agents; provided, however, that Contractor shall not be responsible for any any claims, demands, losses, suits, or causes of action that are solely the result of any error, omission, or intentional act on the part of any HCDE employee.

8. **Acknowledgments.**

(a) Contractor and HCDE acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between HCDE and Contractor. In that regard, while Contractor is subject to general terms and conditions in connection with the performance of the Services, Contractor and HCDE acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

(b) Contractor and HCDE acknowledge and agree that they have had a sufficient opportunity to review the terms of this Agreement.

(c) Contractor and HCDE acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owners, partners, officers, employees or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering into this Agreement.

9. **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

10. **Tax Liabilities.** All taxes applicable to any amounts paid by HCDE to Contractor under this Agreement shall be Contractor's liability and HCDE shall not withhold or pay any amounts for federal, state or municipal income tax, Social Security taxes, or unemployment or worker's compensation taxes. Contractor hereby acknowledges its personal liability for the tax imposed by the Internal Revenue Code of 1986, and the payment, when applicable, of estimated quarterly taxes and the filing, when applicable, of quarterly Internal Revenue Service forms for the declaration of estimated tax by individuals. Upon request by HCDE, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, HCDE shall be solely responsible for all taxes associated with revenues generated from the services provided the TennCare Eligible HCDE Students by HCDE Therapists or the Stellar Therapists and submitted to Managed Care Organizations by Contractor as a part of the Billing Services.

11. **Preservation of Records.** Contractor and HCDE agree that they shall cause the healthcare records generated in connection with the services of the HCDE Therapists and Stellar Therapists to be maintained for at least seven (7) years after

the furnishing of any healthcare services pursuant to this Agreement. To the extent required by applicable law, Contractor and HCDE shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary" or the Secretary's duly authorized representatives, the Comptroller General of the United States (the "Comptroller General") or the Comptroller General's duly authorized representatives, such books, documents or records as may be necessary to certify the nature and extent of the cost of any services rendered pursuant to this Agreement. All such books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be required in regulations promulgated by the Secretary.

12. **Notices.** Any notice or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as set forth under each parties signature to this Agreement. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

13. **Governing Law and Venue.** This Agreement is made and entered into the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of that state. Both parties agree that any litigation filed to enforce the terms of this Agreement must be filed in the Chancery Court of Hamilton County, Tennessee, and both parties hereby waive any right they otherwise have to file any such suit in Federal Court or to remove any such action to Federal Court.

14. **Severability.** Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

15. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

16. **Assignment.** Contractor shall not assign this Agreement to any other party or parties without the prior written consent of HCDE.

17. **Headings.** The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

18. **Counterparts.** This Agreement may be executed in two counterparts, both of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives below.

Hamilton County Department of Education

Stellar Therapy Services, LLC

Dr. Justin Robertson, Superintendent
Hamilton County Department of Education

Melissa Christopher
Executive Director
Stellar Therapy Services

Board Chairman
Hamilton County Department of Education

Holly Christopher
Administrator
Stellar Therapy Services

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

MEMORANDUM

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

FROM: Patricia Russell, Executive Director
Social Emotional and Academic Development

DATE: June 16, 2022

RE: 2022-2023 Public Consulting Group - Student Success Planning

Please approve PCG Solutions: Field Based Permissions, SSP Process Page Updates, Batch Referral Updates, SSP Needs Assessment Wizard and SSP Dashboard Updates.

The total amount requested is \$106,750.00. The attached agreement will be signed after Board approval.

Thank you for your consideration.



Thursday, May 27, 2022

Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37412-1255

To Whom It May Concern:

PCG provides the Special Education Management program to all Tennessee school systems through a contract with the State of Tennessee, effective from July 1, 2015 through June 30, 2023 (contract number 44346/33136-000115). PCG offers additional services that may be used in conjunction with the EDPlan Special Education Management service. This letter represents Public Consulting Group, Inc. (PCG) as the sole source provider for the Student Success Plan module.

Description of the Sole Source Service

The Student Success Planning Module (SSP) is an add-on module to the district's existing Special Education Management system and is built on the same platform as the EDPlan Special Education Management system. The SSP module is being customized for Hamilton County. This customization includes updating SSP fields to be permission based, updating of the SSP process pages, updating the SSP Batch Referral, development of a SSP Wizard, and updating the SSP Dashboard.

Due to the technological and specialized nature of the Student Success Planning Module being developed within the EDPlan Special Education management tool, PCG should be considered the sole source provider for this procurement.

If you have any questions or comments regarding this sole source letter, please feel free to contact me at 615.983.5333 or via e-mail at AStewart@pcgus.com. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Alicia Stewart". The signature is written in a cursive, flowing style.

Alicia Stewart
Associate Manager



ESTIMATE

Deliver To:

Hamilton County Schools
Dr. Sonia Stewart
3074 Hickory Valley Road
Chattanooga, TN 37421

Issued Date:

Monday, April 25, 2022

Comments or Special Instructions:

The following estimate is for the solutions requested. The School System and PCG may agree to additional solutions for additional fees, to be agreed upon in an additional written agreement/contract.

If you have any questions or comments regarding this estimate, please feel free to contact me at 615.983.5359 or jstem@pcgus.com. This quotation is valid for 120 days from the issued date.

PCG Solutions Purchase Order Confirmation

Please sign and return this confirmation and send your district purchase order to jstem@pcgus.com or fax to 855-346-1635 - Attention: Jennifer Stem

Signed: _____

Name: _____

Title: _____

Date: _____

Description	Cost
Field Based Permissions	\$18,025.00
<p>Update fields on the SSP Process to be permission based. In order to align partner permissions to policy and mission, and to allow teachers to make entries directly in a student's plan, more customization of permissions is warranted.</p> <p><i>Detailed Request on "FI Updates" Change Request; "SSP Process – Plan Summer" Business Spec</i></p>	
SSP Process Page Updates	\$29,925.00
<p>Updating the Success Plan Process pages to reflect process changes and the reorganization of interventions in the platform (goals, actions, and programs).</p> <p><i>Detailed Request on "FI Updates" Change Request; "SSP Process – Plan Summer" Business Spec</i></p>	
Batch Referral Updates	\$19,250.00
<p>Updating the existing Batch Referral to accommodation batching for Actions and Goals. Changes to accommodate batch goal and action step creation.</p> <p><i>Detailed Request on "FI Updates" Change Request; "SSP Process – Plan Summer" Business Spec</i></p>	
SSP Needs Assessment Wizard	\$16,275.00
<p>Development of a Wizard that allows users the ability to complete the needs assessment and tier students. can create the success plan. Development of the wizard creates a quick and efficient process for teachers to complete the needs assessment and teams to tier their students.</p> <p><i>Detailed Request on "FI Updates" Change Request; "SSP Process – Plan Summer" Business Spec</i></p>	
SSP Dashboard Updates	\$23,275.00
<p>Updates to the dashboard will give users more options for searching and drilling down. The purpose of the updates is to allow the user quick access to specific items (Goals, Action Items, etc.), more search options, and provide a clearer picture on upcoming deliverables.</p> <p><i>Detailed Request on "FI Updates" Change Request; "SSP Process – Plan Summer" Business Spec</i></p>	
Total	\$106,750.00

Hamilton County Department of Education
 Bid Opening May 12, 2022 –3:00 PM.
 Supply Analog Clocks (Bid 22-27)
Tabulation Sheet

	(1) RC Analog Clock 12" Single Face Surface Mount Est. Qty. 100		(2) Analog Clock 12" Single Face DST Capable Est. Qty. 50		(3) RC Analog Clock 15" Single Face Surface Mount Est. Qty. 20	
Bidders	Unit	Total	Unit	Total	Unit	Total
American Time & Signal Co.	44.16	4,416.00	38.56	1,928.00	56.96	1,139.20

	(4) Analog Clock 15" Single Face DST Capable Est. Qty. 20		(5) RC Analog Hallway Clock 12" Dual Face Wall Mount Est. Qty. 25		(6) Analog Hallway Clock 12" Dual Face Wall Mount DST Capable Est. Qty. 25	
Bidders	Unit	Total	Unit	Total	Unit	Total
American Time & Signal Co.	52.96	1,059.20	148.96	3,724.00	129.76	3,244.00

Recommend Award of Bid: American Time & Signal Co.

Funds To Be Provided By: Bond Fund and GP Budget

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

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Justin Robertson
Superintendent

FROM: John W Simon Jr
Director of Information Technology

DATE: June 16, 2022

RE: Ratification of Early Approval

The Information Technology Department recommends the Board ratify the early approval for Bid 22-29 Furnish and Installation of Bogen Nyquist E7000 Series Paging System at Chattanooga School for Liberal Arts (CSLA). The bid is awarded to Clearline Networks in the amount of \$135,061.00. The project is to be funded by County Bond Funds.

HAMILTON COUNTY DEPARTMENT OF EDUCATION
 BID OPENING – May 20, 2022 – 11:00AM
 FURNISH AND INSTALL BOGEN NYQUIST E7000 SERIES PAGING SYSTEM FOR CSLA
 (BID 22-29)
TABULATION SHEET

<u>BIDDERS</u>	<u>Clearline Networks</u>	<u>Southeastern Communications</u>
<u>Base Bid</u>	<u>127,061.00</u>	<u>130,970.21</u>
<u>Allowance</u>	<u>\$8,000.00</u>	<u>\$8,000.00</u>
<u>PROJECT TOTAL</u>	<u>135,061.00</u>	<u>138,970.21</u>

RECOMMEND AWARD OF BID TO: CLEARLINE NETWORKS

FUNDS TO BE PROVIDED BY: County Bond Funds

DE.dj

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

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Justin Robertson
Superintendent

FROM: David Eaves
Director of Transportation

Brandon Allen
Transportation Compliance Manager

DATE: June 16, 2022

RE: Approve continued use of Charter Coach Carrier Service Providers

The Transportation Department, in support of the Procurement Department, requests approval for the continued use of the previous school year's authorized Charter Coach Carrier Service Providers listed herein for ongoing use through September 30, 2022.

The current Board approved providers are:

- Groups on Tour
- Malone Bussing
- Premier Transportation
- Rocky Top Tours, Inc.
- Sneed Transport, LLC

The above providers received Board authorization for use May 13, 2021 under the competitive solicitation file *Bid File 22-05 Chartered Coach Carrier Services* that provided for a term of use of one year expiring June 30, 2022. The Transportation department is currently collaborating with the Procurement department for issuance of a new competitive solicitation that will replace Bid File 22-05. The new solicitation is expected to advertise over the summer with Board authorization to be sought early fall of 2022.

Approval of this request will allow schools to utilize the current Board approved vendors ensuring policy compliance and continued service for schools during the time in which a new contract is being sought. Requests for services during this time will be requested under current Purchasing guidelines amongst the approved vendors.



**HAMILTON
COUNTY
SCHOOLS**

School
Nutrition

MEMORANDUM

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

FROM: Dr. Robert Sharpe, Chief Operations Officer
Kristen Nauss, School Nutrition Director

DATE: June 06, 2022

RE: Recommendation for Approval for the School Nutrition Program

It is recommended that the following vendors be approved for **renewal** to provide the following products/services listed below for the School Nutrition Program for SY 2022-2023:

<u>Food Company/Vendor</u>	<u>Product/Service</u>	<u>Bid File Number</u>	<u>Bid/Renewal</u>
IWC	Main Food Items	RFP #21-29 Group 1	Renewal
American Paper and Twine	Non Food Items	RFP #21-29 Group 2	Renewal

Non-Discrimination Statement

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

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

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

(1) mail: U.S. Department of Agriculture

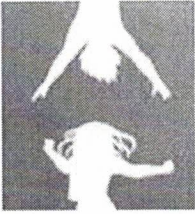
Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

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

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.



**HAMILTON
COUNTY
SCHOOLS**

School
Nutrition

Date: May 27, 2022

Re: RFP Bid File 21-29
Non-Food Items

Mr. Brian Leitch
American Paper & Twine
2134 Amnicola Hwy
Chattanooga, TN 37406

Mr. Leitch:

Hamilton County School Nutrition Program would like to extend our bid with American Paper & Twine for Non-Food Items. We accept that prices will increase based on the Bid conditions. The final approval is pending based on board approval.

**ORIGINAL BID PERIOD:
PROPOSED BID PERIOD**

**July 1, 2021 – June 30, 2022
July 1, 2022 - June 30, 2023**

The Hamilton County School Nutrition Program and American Paper & Twine agree that:

- All Bid Conditions, Specifications and Amendments of the original bid (Bid File 21-29) remain in effect.
- Final approval is pending board approval.

This agreement is confirmed with the signatures of the authorized representatives below. The agreement will be presented to the Hamilton County School Board of Education on June 16, 2022. Written notice will be mailed to American Paper & Twine following approval.

A response to this extension agreement is requested by May 31, 2022

Please email response to Martha Marrufo and mail original to the address below:

HCDE School Nutrition Program
Attn: Martha Marrufo
2501 Dodds Avenue
Chattanooga, TN 37407
Email: marrufo_m@hcde.org

American Paper And Twine Representative

5-27-22

Date

Kristen Naus, SNP Director

5/27/22

Date

Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color,

This Institution is an equal opportunity provider.

national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

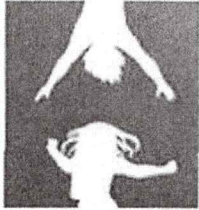
Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. fax:
(833) 256-1665 or (202) 690-7442; or
3. email:
program.intake@usda.gov

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This Institution is an equal opportunity provider.



HAMILTON COUNTY SCHOOLS

School Nutrition

Date: May 26, 2022

BOB MACKIE
Mr. ~~Danny~~ Maxwell
IWC Food Service
P.O Box 458
Cookeville, TN 38503

Re: RFP Bid File 21-29
Main Food Items

MACKIE
Mr. Maxwell:

Hamilton County School Nutrition Program would like to extend our bid with IWC Food Service for Main Food Items. We accept that prices will increase based on the Bid conditions. The final approval is pending based on board approval.

ORIGINAL BID PERIOD:	July 1, 2021 – June 30, 2022
PROPOSED BID PERIOD	July 1, 2022 - June 30, 2023

The Hamilton County School Nutrition Program and IWC Food Service agree that:

- All Bid Conditions, Specifications and Amendments of the original bid (Bid File 21-29) remain in effect.
- Final approval is pending board approval.

This agreement is confirmed with the signatures of the authorized representatives below. The agreement will be presented to the Hamilton County School Board of Education on June 16, 2022. Written notice will be mailed to IWC Food Service following approval.

A response to this extension agreement is requested by May 31, 2022

Please email response to Martha Marrufo and mail original to the address below:

HCDE School Nutrition Program
Attn: Martha Marrufo
2501 Dodds Avenue
Chattanooga, TN 37407
Email: marrufo_m@hcde.org

IWC Food Service Representative

5/26/22

Date

Kristen Nauss, SNP Director

5/26/22

Date

Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color,

This Institution is an equal opportunity provider.

national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. fax:
(833) 256-1665 or (202) 690-7442; or
3. email:
program.intake@usda.gov

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**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. Neelie Parker, Chief of Opportunity & Access
Diego J. Trujillo, Director of ELL

DATE: June 16, 2022

SUBJECT: **Renewal of Ellevation Subscription; Curriculum Associates, LLC**

Ellevation is a comprehensive English language learner (ELL) management software. Ellevation has two components: Platform and Strategies. It allows educators, specialists, and administrators to collaborate on individual ELL instruction plans and goals, communicate with families regarding direct ESL services, and access to WIDA Screener and WIDA ACCESS data. The Ellevation platform supports teachers with an in-depth student data dashboard to include WIDA ACCESS scores and information supporting the development of data-driven programming and individualized learning for ELLs. The comprehensive program not only allows for data analysis, Ellevation supports required reporting and collaboration with ESL and general classroom teachers to allow educators time to focus on meaningful planning.

Ellevation Strategies offers a set of research-based instructional practices and activities to help classroom teachers plan instruction and apply the techniques necessary to facilitate language acquisition and support the mastery of grade-level content. Each activity in Ellevation Strategies supports quality instruction with key student information, clear instructions, downloadable resources, student-specific scaffolds, and demonstration videos. The instructional resource strategies serve as a guide to differentiate instruction for all grades and content areas. Ellevation Strategies ensures best-practice instruction for language learners making language and content accessible.

We are requesting approval to expend \$104,016.50. Of this amount, \$98,953.75, will be allocated from the Title III budget to purchase the twelve-month (July 2022 – June 2023) Ellevation Subscription. This includes the program management system and the strategies instructional resources. Because specific components of the platform are associated with meeting mandatory state compliance, \$5,062.75 of the total expenditure will be funded by the LEA. Supplemental sole source materials, such as Ellevation Math, may be added and funded via Title III.

Ellevation will be used to better serve English language learners during the 2022-2023 fiscal year. We appreciate your thoughtful consideration.

Curriculum Associates, LLC Order Form - Q-27985

This Order Form is being entered into between Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") and the Customer Name identified as "Customer" below, pursuant to the parties' Master Services Agreement dated 7/1/2021. ("MSA"). In the event of any conflict between this Order Form and the MSA, the terms of this Order Form shall control. This Order Form is effective as of the Subscription Start Date set forth below.

Company: Curriculum Associates, LLC

Customer: Hamilton County Department of Education, TN

Representative: Tony DeJesus

Contact Name: Dr. Neelie Parker

Email: tony.dejesus@ellevationeducation.com

Email: parker_n@hcde.org

Phone: 617-307-5755

Phone: 423-498-7111

Address: 153 Rangeway Road,
North Billerica, MA 01862

Address: 3074 Hickory Valley Road,
Chattanooga, TN 37421

Start Date: 7/1/2022

End Date: 6/30/2023

Subscription Fees

Product	Quantity	Unit Price	Discount	Total Fees
Ellevation Platform	3,682	\$13.75		\$50,627.50
Strategies	3,682	\$15.50	6.45 %	\$53,389.00

Subscription Savings:			\$3,682.00
Subscription Total:			\$104,016.50

Services Fees

Services Total:			\$0.00
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Total Investment - Q-27985

Savings Total:	\$3,682.00
Grand Total:	\$104,016.50

Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Curriculum Associates, LLC

DocuSigned by:

Edward Rice

By (Signature):

EA075996-0A85-4880-84DA-109067630921
Edward Rice

Name (Print):

Title:

Date:

5/16/2022

Hamilton County Department of Education, TN

DocuSigned by:

Neelie Parker

By (Signature):

9B1A1FEFD7D44DA...

Neelie Parker

Name (Print):

Title:

Date:

5/16/2022



Indispensable Tools for Today's ELL Professionals

SOLE SOURCE STATEMENT

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

5/13/2022

To Whom It May Concern,

I am an authorized representative of Curriculum Associates, LLC and I affirm that Curriculum Associates, LLC is the sole source supplier, publisher and holder of all copyrights for all items related to the Ellevation subscription-based instructional management and training service.

Subscriptions and support services related to all Curriculum Associates, LLC data management and training products are provided only by Curriculum Associates, LLC and are not available through resellers.

We have done extensive market research and confirm there is/are no other like products or services available for purchase that would serve the same purpose or function for the above-named product or service.

Please let us know if you have any questions. Our contact information is below.

Sincerely,

A handwritten signature in black ink, appearing to read "Teddy Rice", with a stylized flourish at the end.

Teddy Rice
President and Co-Founder
Ellevation, LLC
38 Chauncy St., 9th Floor
Boston, MA 02111
info@ellevationeducation.com

SOLE SOURCE JUSTIFICATION FORM

Sole source procurement shall not be used unless there is clear and convincing evidence that there is only one source. The department requesting sole source procurement shall provide a sole source letter from the vendor and/or written evidence and/or report of research to support the request to the Chief Financial Officer or his/her designee prior to creating a requisition. The sole source evidence along with this form completely filled out, shall be forwarded to the Purchasing Department for approval. The determination as to whether a good or service shall be considered a sole source shall be made by the Chief Financial Officer or his/her designee.

Sole source approvals shall be good for one year from the date of approval by the Chief Financial Officer. At the end of said year, if the vendor is still a sole source, an updated sole source letter and/or documentation will be required for re-approval.

Failure to justify a sole source procurement through the proper documentation is a violation of the Hamilton County Department of Education Purchasing Policy.

Description of item(s) / services(s) to be used:

Ellevation is a comprehensive English language learner (ELL) management software: Platform and Strategies. Platform supports ELL instructional plans and goals, family communication, access to WIDA Screener/ACCESS data, reporting, and allows for collaboration with ESL and general classroom teachers to provide data-driven programming and individualized learning for ELLs. Strategies provides research-based instructional practices and activities to help classroom teachers plan instruction and apply the techniques necessary to facilitate language acquisition

This is a sole source vendor because:

- Sole provider of a licensed or patented good or service
- Sole provider of items that are the repair parts of or upgrades to existing equipment, system, etc.
- Sole provider of factory-authorized warranty service.
- Sole provider of unique equipment or products not offered by others.
- Other, please explain:

What steps were taken to verify that these goods / services are not available elsewhere?

Other brands / manufacturers were examined and were found to not be comparable (list specific company names, phone numbers, contact names, websites and explain why they were not comparable).
Currently no other resource specific to English learners.

Other vendors were contacted and could not provide comparable goods / services (list specific company names, phone numbers, contact names, websites and explain why they were not comparable).

N/A

What specific feature makes this good / service unique and why is this feature needed for your department? Attach a separate sheet of paper if necessary.

The Ellevation Platform and Strategies software supports the LEA with meeting with meeting mandatory state compliance and the instructional resource strategies serve as a guide to differentiate instruction for all grades and content areas. Ellevation Strategies ensures best-practice instruction for language learners making language and content accessible. Program now utilized for two years.

Suggested Vendor: Curriculum Associates, LLC
Using Department: ESL Department
Contact: Diego Trujillo

My department's recommendation for the sole source is based upon an objective review of the good / service being required and appears to be in the best interest of the HCDE. The requester, by signing below, attests that they have no conflict of interest in selecting the suggested sole source vendor. Refer to the Conflict of Interest section of the Hamilton County Board of Education Section 5.600.

**Requester
must
attach
quote**

**Requester
must
attach
Sole
Source
Letter**



<small>DocuSigned by:</small> <i>Diego Trujillo</i> <small>7F57AAC21A23408...</small>	05/20/2022		
Requester's Name and Signature		Date	
<small>DocuSigned by:</small> <i>Reche Parker</i> <small>8D1A1FEED7D41DA...</small>	05/20/2022		
Director or Department Chief		Date	
<small>DocuSigned by:</small> <i>Mary Ellen Henton</i> <small>0802C462048245F...</small>	05/20/2022		
Chief Financial Officer		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: Blake Freeman, Executive Director of Learning
Kelly Shimel, Fine Arts Coordinator

Date: June 16, 2022

Subject: **Purchase of SmartMusic Educator**

Please approve the purchase of SmartMusic Educator, a full library subscription which includes a full access teacher subscription.

The total amount requested is \$61,249.06. If approved, the materials will be purchased through MakeMusic and funds will come from the Textbook budget. The sole source and quote are attached.

Thank you for your consideration.

SOLE SOURCE JUSTIFICATION FORM

Sole source procurement shall not be used unless there is clear and convincing evidence that there is only one source. The department requesting sole source procurement shall provide a sole source letter from the vendor and/or written evidence and/or report of research to support the request to the Chief Financial Officer or his/her designee prior to creating a requisition. The sole source evidence along with this form completely filled out, shall be forwarded to the Purchasing Department for approval. The determination as to whether a good or service shall be considered a sole source shall be made by the Chief Financial Officer or his/her designee.

Sole source approvals shall be good for one year from the date of approval by the Chief Financial Officer. At the end of said year, if the vendor is still a sole source, an updated sole source letter and/or documentation will be required for re-approval.

Failure to justify a sole source procurement through the proper documentation is a violation of the Hamilton County Department of Education Purchasing Policy.

Description of item(s) / services(s) to be used: Smart Music Educator, practice room and student subscri
Smart Music Educator, practice room and student subscription
Smart Music Educator, practice room and student subscription

This is a sole source vendor because:

- Sole provider of a licensed or patented good or service
- Sole provider of items that are the repair parts of or upgrades to existing equipment, system, etc.
- Sole provider of factory-authorized warranty service.
- Sole provider of unique equipment or products not offered by others.
- Other, please explain: _____

What steps were taken to verify that these goods / services are not available elsewhere?

Other brands / manufacturers were examined and were found to not be comparable (list specific company names, phone numbers, contact names, websites and explain why they were not comparable).

There are no other comparable vendors, they do not provide instructional materials/resources.

Other vendors were contacted and could not provide comparable goods / services (list specific company names, phone numbers, contact names, websites and explain why they were not comparable).

What specific feature makes this good / service unique and why is this feature needed for your department? Use a separate sheet of paper if necessary.

Provides HQIM for instrumental students and provides assesment tools for teachers

Suggested Vendor: Make Music

Using Department: Fine Arts

Contact: Kelly Shimel

My department's recommendation for the sole source is based upon an objective review of the good / service being required and appears to be in the best interest of the HCDE. The requester, by signing below, attests that they have no conflict of interest in selecting the suggested sole source vendor. Refer to the Conflict of Interest section of the Hamilton County Board of Education Section 5.600.


Requester's Name and Signature

05/26/1980

Date
05/26/2022

Blake Freeman

FA02FC8037A2435... DocuSigned by:

Date
05/27/2022

Director or Department Chief
Mary Ellen Henton

Sole Source Confirmation

July 2021

To whom it may concern,

This letter is written to confirm that MakeMusic, Inc. is the sole source vendor in the United States of the following products and services:

- SmartMusic educator, practice room and student subscriptions

In the United States, the following products and services are available through dealers, resellers and distributors. As such, MakeMusic is not considered the sole source for purchase or bidding:

- Finale (retail, academic, upgrades, site licenses, site license upgrades)
- Finale PrintMusic
- Finale SongWriter
- Finale NotePad

Please contact MakeMusic, Inc. with any additional questions.

Best regards,



Johann Gouws
SVP, Global Customer Team

285 Century Place, Louisville, CO 80027, United States

smartmusic.

finale.

garritan.

musicXML.

**Ref. Code:**

XTMY-44UC

Email:

shimel_k@hcde.org

Issued:

Thursday, May 26, 2022 9:25 AM

Expires:

Monday, July 25, 2022 9:25 AM

Purchase Orders and Tax Exemption forms should be uploaded to <https://quotes.smartmusic.com/find>. This will ensure the fastest platform activation time.

You will need your email address and Reference Code listed below.

shimel_k@hcde.org

XTMY-44UC

Bill To:

Hamilton County Schools
3074 Hickory Valley Rd.
Chattanooga, TN, US 37421

Ship To:

Hamilton County Schools
3074 Hickory Valley Rd.
Chattanooga, TN, US 37421

If you are paying with a credit card, please visit [Pay for Quote or Invoice by Credit Card | SmartMusic](#). Tax will be applied to the final price, if applicable.

Qty	Item	Description	Unit Price	Total
42	Full Access Teacher Subscription	A Full Access Teacher subscription for SmartMusic Web	\$39.99	\$1,679.58
4210	Performer Subscription with Bulk Discount	A Performer subscription for SmartMusic Web with bulk discount	\$13.99	\$58,897.90
42	Print Add-On Subscription	A 12-Month subscription for a Print add-on	\$15.99	\$671.58

* Please note: Print Add-ons are non-transferrable and intended only for individual use. Purchasing Print Add-ons does not grant authorized users with the license to distribute or share copies of music.

Sales Contact:

285 Century Place, Louisville, CO 80027

866-240-4041

sales@makemusic.com

Subtotal (USD):**\$61,249.06****Tax (USD):****\$0.00****Amount Due (USD):****\$61,249.06**

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

MEMORANDUM

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

From: Blake Freeman, Executive Director of Learning
Grant Knowles, Innovation Coordinator

Date: June 16, 2022

Subject: **Purchase of Packback**

We are requesting approval to purchase and use Packback with Environmental Science, Statewide Dual Credit Social Studies courses and AP science and humanities courses. On Packback, students are taught the life skill of how to ask great questions and are coached on their critical thinking skills as they formulate responses to questions each week. The system enables educators to improve student curiosity through inquiry-driven online discussion powered by A.I.

Research conducted by community colleges on Packback has shown its improvement to A's & B's along with a reduction in D's & F's as a result of creating curious, engaged learners.

This started with a successful pilot last school year, with focuses in AP, dual enrollment and advanced language arts and history classes, as well as three middle school Science classes.

Year 1 of a 3-year contract for site-wide licenses at \$56,000 per year, plus Pilot of Deep Dives at \$5,000.00 Total for Year 1 = \$61,000.00
Contract to run from 8/1/2022 – 6/15/2025. Total expense not to exceed \$183,000.00
Quote and sole source documents attached.

If approved, this will come out of the General Purpose Budget.

Thank you for your consideration of this request.

SOLE SOURCE JUSTIFICATION FORM

Sole source procurement shall not be used unless there is clear and convincing evidence that there is only one source. The department requesting sole source procurement shall provide a sole source letter from the vendor and/or written evidence and/or report of research to support the request to the Chief Financial Officer or his/her designee prior to creating a requisition. The sole source evidence along with this form completely filled out, shall be forwarded to the Purchasing Department for approval. The determination as to whether a good or service shall be considered a sole source shall be made by the Chief Financial Officer or his/her designee.

Sole source approvals shall be good for one year from the date of approval by the Chief Financial Officer. At the end of said year, if the vendor is still a sole source, an updated sole source letter and/or documentation will be required for re-approval.

Failure to justify a sole source procurement through the proper documentation is a violation of the Hamilton County Department of Education Purchasing Policy.

Description of item(s) / services(s) to be used: Inquiry-driven, online discussion and pedagogy platform which improves student motivation and critical thinking through discussion. To be used to support inquiry, discussion and evidence-based response in Environmental Science, Statewide Dual Credit and AP courses.

This is a sole source vendor because:

- Sole provider of a licensed or patented good or service
- Sole provider of items that are the repair parts of or upgrades to existing equipment, system, etc.
- Sole provider of factory-authorized warranty service.
- Sole provider of unique equipment or products not offered by others.
- Other, please explain: _____

What steps were taken to verify that these goods / services are not available elsewhere?

Other brands / manufacturers were examined and were found to not be comparable (list specific company names, phone numbers, contact names, websites and explain why they were not comparable).

Other vendors were contacted and could not provide comparable goods / services (list specific company names, phone numbers, contact names, websites and explain why they were not comparable).

Packback is the only provider of AI driven instant feedback for online student discourse.

What specific feature makes this good / service unique and why is this feature needed for your department? Use a separate sheet of paper if necessary.

Packback drives growth in inquiry and discourse, aligning with HCS best practices such as Select and Sequence and Driving Question board.

Suggested Vendor: Packback

Using Department: Innovation Department, in support of High School Teaching and Learning

Contact: Grant Knowles

My department's recommendation for the sole source is based upon an objective review of the good / service being required and appears to be in the best interest of the HCDE. The requester, by signing below, attests that they have no conflict of interest in selecting the suggested sole source vendor. Refer to the Conflict of Interest section of the Hamilton County Board of Education Section 5.600.

Grant Knowles  5/25/2022

Requester's Departmental Signature Date

Blake Freeman 05/25/2022

Director or Department Chief Signed by: Date

Mary Ellen Henton 05/26/2022

Chief Financial Officer Date



 55 E Jackson Blvd Suite 600
Chicago, IL 60604

 curious@packback.co

 www.packback.co

May 25, 2022

To Hamilton County Public Schools

This letter is to signify Packbacks point of view on the matter of sole source.

The Packback website states "Packback delivers an easy-to-use and engaging discussion experience for students and instructors, with powerful support from automated moderation, sorting and scoring algorithms. "

The Packback Questions product is, to our understanding, currently the only commercially available provider of automated student feedback delivery in discussions, moderation for discussions, sorting for discussions, and grading algorithms designed to save instructors time and improve quality of discussion in students, while also reducing the volume of required teaching assistants at scale.

Other related technologies:

Packback's value proposition is not in our capability to provide a "shell" for online discussion, but rather a capability of scaling feedback for instructors and students. Learning management systems such as Blackboard, D2L, Canvas, or Moodle provide a "shell" for conducting online discussion, but contain none of the "feedback" features such as:

- Automated moderation to improve quality of course discussion and save instructors time
- Sorted discussions based on quality to improve quality of future posts
- Automated grading to save instructors time
- Real-time feedback delivery to students while writing to improve quality of posts

For further questions, please email Eric Hogenkamp from Packback at the below contact.

Eric.Hogenkamp@packback.co
(847) 828-8707

Packback Inc.

55 E Jackson Blvd, Suite 600
Chicago, IL 60604-4402 US
accountsreceivable@packback.co
packback.co



ADDRESS

Grant Knowles
Hamilton County Schools

Estimate 1031

DATE 05/20/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Packback Questions - K12	Year 1 of 3-year contract for site-wide licenses at \$56,000 per year. Contract to run from 8/1/22 - 6/15/25	1	56,000.00	56,000.00
	Packback Questions - K12	Pilot of Deep Dives in the amount of \$5,000. Refundable if client does not move forward	1	5,000.00	5,000.00

TOTAL \$61,000.00

Accepted By

Accepted 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, Chief Strategy Officer

DATE: June 16, 2022

RE: Tennessee ACT Vouchers

The Office of the Chief Strategy Officer requests the Board of Education's approval for the purchase of Tennessee ACT Vouchers for all eleventh grade students. This purchase is \$152,514.00.

The cost per voucher is \$37. Each student is allowed one voucher, one time during their high school years. Tennessee has mandated that all eleventh grade students take the ACT exam and the one-time voucher is to be used at that time.

We estimate 3122 eleventh graders enrolled in Hamilton County Schools 2022-2023. The total cost includes 1000 vouchers to cover any twelfth graders needing to take the ACT.

11 th grade vouchers (#3122)	\$115,514.00
12 th grade vouchers (#1000)	\$37,000.00
Total	\$152,514.00

Tennessee provides funding for the ACT exams through BEP Funds. This is a State contract.

Fw: ACT Pricing

HALES MOUW VICTORIA <HALESMOUW_V@HCDE.ORG>

Thu 5/26/2022 10:41 AM

To: HALES MOUW VICTORIA <HALESMOUW_V@HCDE.ORG>

From: Philip Jacobs <Philip.Jacobs@tn.gov>

Sent: Thursday, May 26, 2022 10:03 AM

To: LADD CHERYL <LADD_CHERYL@HCDE.ORG>

Subject: RE: ACT Pricing

Hi Cheryl. ACT will be \$37 again.

Have a great summer!



Philip Jacobs | State Coordinator for NAEP and ACT

Andrew Johnson Tower, 9th Floor

710 James Robertson Parkway, Nashville, TN, 37243

615-351-1146 Cell phone

Philip.Jacobs@tn.gov

tn.gov/education

#TNBestforAll

From: LADD CHERYL <LADD_CHERYL@HCDE.ORG>

Sent: Thursday, May 26, 2022 9:02 AM

To: Philip Jacobs <Philip.Jacobs@tn.gov>; HALES MOUW VICTORIA <HALESMOUW_V@HCDE.ORG>

Subject: [EXTERNAL] ACT Pricing

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - STS-Security. ***

Good morning, Philip

It is that wonderful time of the year when we gear up for next year and I need your assistance please. Can you tell me if the ACT cost is staying at \$37.00 per student for the March assessment?

Thank you in advance.

Cheryl Paul-Ladd, District Testing Coordinator



Data & Information Systems

3074 Hickory Valley Road | Building #228 | Chattanooga, TN 37421
(p) 423-498-7110 | extension #20095

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

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

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

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

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

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

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

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

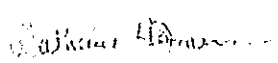
III. Fees and Invoicing.

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

Assessment	Price Per Student
ACT	\$37.00

ACT, Inc.

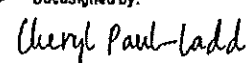
HAMILTON COUNTY DEPARTMENT OF EDUCATION

Signature: 

Name: Catherine Hofmann

Title: Vice President

Date: 11/7/2019

DocuSigned by:


Signature: _____

Name: Cheryl Paul-Ladd

Title: System Testing Coordinator

Date: 11/8/2019

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

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Justin Robertson
Superintendent

FROM: John W Simon Jr
Director of Information Technology

DATE: June 16, 2022

RE: E-Rate Network Upgrades

The Information Technology Department requests the Board approve the purchase of network equipment from Central Technologies, Inc., as provided in quote # 009395v1 for \$110,473.44 to complete the network installation at the new CSLA campus. Funding will come from the E-Rate self-funded program and the calculated cost to the district after receiving rebates will be \$22,094.69.

In addition, the Information Technology Department requests the Board approve the purchase of core switches and associated equipment from Central Technologies, Inc., as provided in quote # 0101342v1 for \$340,680.62 to create more bandwidth in school buildings to accommodate the growing school network needs. Funding will come from the E-Rate self-funded program and the calculated cost to the district after receiving rebates will be \$68,136.13.

Products

Description	Price	Qty	Ext. Price
J9821A Aruba 5406R z12 Switch	\$1,253.56	20	\$25,071.20
J9829A Aruba 5400R 1100W PoE+ z12 Power Supply	\$637.56	40	\$25,502.40
J9150D Aruba 10G SFP+ LC SR 300m OM3 MMF Transceiver	\$457.60	146	\$66,809.60
J9986A Aruba 24p 1000BASE-T PoE+ v3 z12 Mod	\$1,865.16	30	\$55,954.80
J9990A Aruba 20p PoE+ / 4p SFP+ v3 z12 Mod	\$2,071.96	34	\$70,446.64
J9993A HPE 8 Ports 1G/10GbE SFP+ MACsec v3 z12	\$2,485.56	3	\$7,456.68
JL083A Aruba 3810M/2930M 4SFP+ MACsec Module	\$655.16	25	\$16,379.00
JL086A Aruba X372 54VDC 680W PS	\$351.56	50	\$17,578.00
JL320A Aruba 2930M 24G PoE+ with 1-slot Switch	\$1,785.96	25	\$44,649.00
H5UF9E Aruba 1Y FC 24x7 MM-VA-5K ELTU SVC [for JY897AAE]	\$10,833.30	1	\$10,833.30

Subtotal: **\$340,680.62**

▶ Statement of Work

TEBC # 68595

Products

Description	Price	Qty	Ext. Price
J9821A Aruba 5406R z12 Switch	\$1,378.96	1	\$1,378.96
J9829A Aruba 5400R 1100W PoE+ z12 PSU	\$701.36	2	\$1,402.72
J9990A Aruba 20p PoE+ / 4p SFP+ v3 z12 Mod	\$2,283.16	2	\$4,566.32
J9150D Aruba 10G SFP+ LC SR 300m MMF Transceiver	\$505.56	6	\$3,033.36
J9986A Aruba 24p 1000BASE-T PoE+ v3 z12 Mod	\$2,054.36	2	\$4,108.72
JL321A Aruba 2930M 48G 1-slot Switch	\$3,369.96	10	\$33,699.60
JL085A Aruba X371 12VDC 250W AC Power Supply	\$285.56	22	\$6,282.32
JL325A Aruba 2930 2-port Stacking Module	\$633.16	15	\$9,497.40
JL319A Aruba 2930M 24G 1-slot Switch	\$1,975.16	1	\$1,975.16
JL322A Aruba 2930M 48G PoE+ 1-slot Switch	\$3,941.96	1	\$3,941.96
JL087A Aruba X372 54VDC 1050W AC Power Supply	\$619.96	8	\$4,959.68
J4858D Aruba 1G SFP LC SX 500m MMF Transceiver	\$166.76	4	\$667.04
J9734A Aruba 2920/2930M 0.5m Stacking Cable	\$96.36	13	\$1,252.68
J9735A Aruba 2920/2930M 1m Stacking Cable	\$122.76	2	\$245.52
JL323A Aruba 2930M 40G 8 Smart Rate PoE+ 1-slot Switch	\$5,820.76	3	\$17,462.28
JL083A Aruba 3810M/2930M 4SFP+ MACsec Module	\$721.16	3	\$2,163.48
JZ337A Aruba AP-535 (US) Unified AP	\$837.32	4	\$3,349.28
R3J18A AP-MINT-D AP mount bracket individual D: solid surface	\$17.16	4	\$68.64
JW776A Aruba 7205-K12-64-US 7205 K-12 (US) Mobility Controller w/64 AP License Bundle (includes 1 Year FC support)	\$10,415.68	1	\$10,415.68
JW124A PC-AC-NA North America AC Power Cord	\$2.64	1	\$2.64

Subtotal: \$110,473.44

**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, Chief Strategy Officer

DATE: June 16, 2022

RE: PowerSchool Renewals 2022-23

The Office of the Chief Strategy Officer requests the Board of Education's approval to renew all SIS related PowerSchool products.

This request includes:

PowerSchool SIS
PowerSchool Enrollment
PowerSchool State Validation
PowerSchool eCollect

Our request is not to exceed \$452,440.66 to be budgeted from the General Purpose Fund.

PowerSchool Group LLC and its affiliate companies are the sole source from which our school district may purchase PowerSchool software and accompanying support, including fixes and enhancements.



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: julie.belleau-lindemann@powerschool.com
 Quote Date: 7-FEB-2022
 Quote #: Q-564764-1

Prepared By: Julie Belleau-Lindemann
 Customer Name: Hamilton County Department of Education
 Contract Term: 12 Months
 Start Date: 1-JUL-2022
 End Date: 30-JUN-2023
 Billing Frequency: Annually

Customer Contact: Shannon Moody
 Title: Director of Accountability and Research
 Address: 3074 Hickory Valley Road
 City: Chattanooga
 State/Province: Tennessee
 Zip Code: 37421
 Phone #: (423) 498-7072

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			

PowerSchool SIS Maintenance and Support	44,912.00	Students	USD 273,064.96
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License and Subscription Totals: **USD 273,064.96**

Quote Total	
Initial Term	1-JUL-2022 - 30-JUN-2023
Payment Total	USD 273,064.96

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at <http://www.powerschool.com/msa/>, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Hamilton County Department of Education

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 7-FEB-2022

Date:

PO Number: _____



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: julie.belleau-lindemann@powerschool.com
 Quote Date: 24-FEB-2022
 Quote #: Q-641904-1

Prepared By: Julie Belleau-Lindemann
 Customer Name: Hamilton County Department of Education
 Contract Term: 12 Months
 Start Date: 1-JUL-2022
 End Date: 30-JUN-2023
 Billing Frequency: Annually

Customer Contact: Brian Seay
 Title: SIS Supervisor
 Address: 3074 Hickory Valley Road
 City: Chattanooga
 State/Province: Tennessee
 Zip Code: 37421
 Phone #: (423) 498-7109

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			
PowerSchool Enrollment Registration	44,912.00	Students	USD 42,666.40
PowerSchool Enrollment School Choice for PS SIS	1,750.00	Applications	USD 4,427.50
PowerSchool Enrollment School Choice for PS SIS	425.00	Applications	USD 2,048.50
PowerSchool Enrollment School Choice for PS SIS	425.00	Applications	USD 2,048.50
PowerSchool Enrollment Add-on Form	1,500.00	User	USD 3,345.00

License and Subscription Totals: **USD 54,535.90**

Quote Total	
Initial Term	1-JUL-2022 - 30-JUN-2023
Payment Total	USD 54,535.90

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

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This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

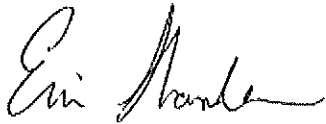
THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Hamilton County Department of Education

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 16-FEB-2022

Date:

PO Number: _____



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: julie.belleau-lindemann@powerschool.com
 Quote Date: 2-JUN-2022
 Quote #: Q-614046-1

Prepared By: Julie Belleau-Lindemann
 Customer Name: Hamilton County Department of Education
 Contract Term: 11 Months
 Start Date: 15-JUL-2022
 End Date: 30-JUN-2023
 Billing Frequency: Annually

Customer Contact: Brian Seay
 Title: SIS Supervisor
 Address: 3074 Hickory Valley Road
 City: Chattanooga
 State/Province: Tennessee
 Zip Code: 37421
 Phone #: (423) 498-7109

Product Description	Quantity	Unit	Extended Price
Initial Term 15-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			

PowerSchool SIS State Data Validation	44,413.00	Students	USD 47,966.04
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License and Subscription Totals: **USD 47,966.04**

Quote Total	
Initial Term	15-JUL-2022 - 30-JUN-2023
Payment Total	USD 47,966.04

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Hamilton County Department of Education

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 2-JUN-2022

Date:

PO Number: _____



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: julie.belleau-lindemann@powerschool.com
 Quote Date: 2-JUN-2022
 Quote #: Q-660922-1

Prepared By: Julie Belleau-Lindemann
 Customer Name: Hamilton County Department of Education
 Contract Term: 10 Months
 Start Date: 20-AUG-2022
 End Date: 30-JUN-2023
 Billing Frequency: Annually

Customer Contact: Shannon Moody
 Title: Director of Accountability and Research
 Address: 3074 Hickory Valley Road
 City: Chattanooga
 State/Province: Tennessee
 Zip Code: 37421
 Phone #: (423) 498-7072

Product Description	Quantity	Unit	Extended Price
Initial Term 20-AUG-2022 - 30-JUN-2023			
License and Subscription Fees			

PowerSchool Ecollect Forms	45,791.00	Students	USD 65,023.22
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License and Subscription Totals: **USD 65,023.22**

Quote Total

Initial Term	20-AUG-2022 - 30-JUN-2023
Payment Total	USD 65,023.22

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

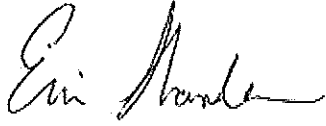
THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Hamilton County Department of Education

Signature:

Signature:

A handwritten signature in black ink, appearing to read "Eric Shander". The signature is written in a cursive style with a large initial "E".

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 2-JUN-2022

Date:

PO Number: _____



PowerSchool Group LLC
150 Parkshore Drive
Folsom, CA 95630
www.powerschool.com

RE: PowerSchool Group LLC Sole Source Affirmation

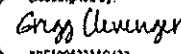
To Whom It May Concern:

The purpose of this letter is to inform you that PowerSchool Group LLC and its affiliate companies (collectively, "PowerSchool") are the sole source from which your school, school district or other educational institution may purchase the PowerSchool software and accompanying support, including fixes and enhancements.

- PowerSchool software includes student information systems (SIS) such as PowerSchool SIS; PowerSchool eSchoolPlus SIS; PowerSchool iNow SIS; and PowerSchool Trillium SIS.
- PowerSchool Unified Classroom™ solution which includes Unified Classroom Assessment, Unified Classroom Learning, Unified Classroom Gradebook, and Unified Classroom Special Programs.
- PowerSchool Unified Administration™ solution which includes, Unified Administration eFinancePlus, Unified Administration BusinessPlus; Unified Administration Atrieve Finance; Unified Administration Atrieve HR; and Unified Administration Atrieve Payroll.
- PowerSchool Unified Talent™ solution include SchoolSpring Job Board; Applicant Tracking; Candidate Assessment; Employee Records; Perform; Professional Learning; and Absence Management.
- PowerSchool Unified Insights™ solution includes, Student; Talent for Absence Management; and Operations for Finance and HR.
- For those districts that have non-PowerSchool solutions, PowerSchool also offers standalone products including PowerSchool Performance Matters (Assessment and Analytics modules respectively), PowerSchool Special Programs; PowerSchool Enrollment; PowerSchool Learning, and all other software that PowerSchool may offer as part of PowerSchool's product line in the future.
- PowerSchool also offers, under the PeopleAdmin brand: PeopleAdmin Hire and Recruit, PeopleAdmin Applicant Tracking, Select Suite, PeopleAdmin Positions, People Admin Onboard, Records, PeopleAdmin Performance, PeopleAdmin Faculty (Activity management, CV management, Promotion and Tenure), PeopleAdmin Professional Development, PAAFX, and all other software as part of PowerSchool's future product line.

Additionally, any services provided using the PowerSchool software including, without limitation, hosting and implementation services for the PowerSchool product are only available through PowerSchool, unless PowerSchool provides explicit approval for an outside party to provide Services on PowerSchool's behalf."

Sincerely,

DocuSigned by:

BBE100517244C432
Gregg Clevenger

Chief Financial Officer
PowerSchool Group LLC

**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: June 16, 2022

RE: Approve Participation in the Equalis Group Cooperative Purchasing Organization

Equalis Group is a cooperative purchasing organization that provides publicly procured, competitively solicited contracts for a wide array of products and services. Their Master Agreements are established through rigorous and transparent competitive solicitations conducted in accordance with public procurement guidelines to ensure members stay in compliance.

Equalis Group is a public sector cooperative serving agencies in all 50 states and supporting organizations such as K-12, Higher Education Institutions, Local Governments, State Agencies & Tribal Governments, and Nonprofits.

Equalis Group has additionally worked to incorporate federal procurement and contract compliance in their process where feasible to support governmental agencies with the increase in federal funding being received and its associated compliance requirements.

Becoming of a member of the Equalis Group will provide the Board of Education access to an expansive portfolio of already-procured and regulation compliant contract vehicles for district use. These contracts are designed to achieve the lowest total cost of ownership for purchasing members while delivering the best possible overall value.

The addition of this cooperative contracting source to the current Board approved cooperative contracts will ensure continued support and service to the System along with an expanded contract resource pool.

There is no charge to the Board of Education for this membership participation.

We respectfully recommend the Board of Education authorize the System to participate as a member in the Equalis Group cooperative and utilization of any contract available through the Equalis Group cooperative.

Thank you for your consideration.

**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 Murray, Chief Talent Officer, Human Resources

DATE: June 16, 2022

RE: Medical and Prescription Drug Stop Loss Carrier Request for Proposal
(RFP)

Hamilton County Schools currently has stop loss policies from each insurance carrier, Cigna and Blue Cross. The renewal of these plans is July 1, 2022 and the decision was made to request new proposals to ensure we have the best and most cost effective plan.

Proposals were received from BCBS, Cigna and HM Insurance Company and a committee was formed to review and vote on one of the 3 carriers.

Financial Evaluation:

- HM Insurance Company provides the lowest cost of the bidders with a savings compared to the next lowest cost of \$40,371 annually:
 - This savings is after considering paying the interface fee to BCBS and Cigna for using a third party stop loss vendor. The interface fee cost is estimated at \$130,889 annually.
 - HM also has the lowest rate cap for next year at 40% vs. 45% for other bidders.
 - HM includes a no new laser clause just as the other bidders (this means no matter the size of ongoing claim they cannot include a laser for any member).
 - HM includes a dividend eligible contract up to 25% of premium based on a 65% loss ratio.
 - Cigna also includes a 25% dividend.

Contract Terms:

- All bidders have provided adequate coverage terms for claims based on incurred and paid dates, so this is not an issue in the decision.
- No carrier provided run-in limits, which is what we requested.
- Claim payment with Cigna and BCBS is slightly faster than it will be with HM Insurance Company. HM averages seven (7) days, so still an efficient payment process.
- All bids are firm proposals as requested, BCBS has put a June 3rd deadline for a decision, and then their quote is not firm.
- Actively at work provisions have been waived. BCBS is waived if signed paperwork completed by June 3rd.

Summary:

The committee voted to change our stop loss carrier to HM Insurance Company on July 1, 2022. HM meets all required elements of the proposal and provides the lowest cost for coverage.

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

Sales Representative: Richard D. Smith
Broker: Russ Blakely & Associates, LLC
Claims Administrator: Blue Cross Blue Shield of Tennessee
Provider Network(s): Blue Cross Blue Shield of Tennessee, CIGNA HealthCare
Utilization Review Vendor(s): CIGNA HealthCare, Blue Cross Blue Shield of Tennessee
Retirees: Both Medicare Retirees and Under 65 Retirees Included

Proposed Effective Date: 07/01/2022
Through Date: 06/30/2023
RFP Situs State: TN

Specific (Check one option)	Lives	■ Option 1	■ Option 2	■ Option 3
Specific Deductible (per Covered Participant)		\$375,000	\$400,000	\$425,000
Policy Year Maximum Specific Benefit		Unlimited	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Unlimited	Unlimited	Unlimited
Eligible Claims Expenses		Med, Rx Card	Med, Rx Card	Med, Rx Card
Specific Premium				
Single Rate	2,429	\$15.63	\$14.19	\$13.28
Family Rate	2,392	\$49.51	\$45.74	\$43.26
Total Lives	4,821			
Estimated Policy Term Specific Premium		\$1,876,718	\$1,726,531	\$1,628,820
Specific Covered Claims Basis		36/12	36/12	36/12
Commission		5.00%	5.00%	5.00%
Specific Coverage Features/Options				
Accelerated Reimbursement				
Experience Refund				
Rate Cap				

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:

PROPOSAL NOTES

- The rates in this proposal are firm. Please provide a signed proposal and signed application.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include: age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- This proposal includes Accelerated Reimbursement.
- Human Organ Transplant benefits are payable in accordance with the Covered Underlying Plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- This proposal includes an Experience Refund option that may pay the Policyholder a premium refund equal to 25% of the net profit. Net Profit means Premiums paid for the Policy Term minus any commissions, times 65%, minus the sum of all applicable claims. The calculation takes place at the end of six months following the end of the policy term. Refund payments will be made within 60 days of the calculation. To obtain a refund, the Stop Loss policy must be renewed and inforce at the time of payout.
- This proposal includes a 40% rate cap on the Specific Premium Rate at the renewal of your Stop Loss Policy. If applicable, this increase also will apply to the Aggregating Specific Loss Fund. The rate cap does not apply to Material Changes including, but not limited to, the following: Covered Underlying Plan, HM's Stop Loss Policy provisions, the PPO network or the Claims Administrator, and the rates may be further adjusted by such changes. The rate cap rider applies to this Policy Term only. It may be offered at subsequent Stop Loss Policy renewals at the discretion of HM Underwriting.
- At renewal We will not apply any new Special Risk Limitations including, but not limited to, an Alternate Specific Deductible or Excluded Claim Expense unless requested.

PROPOSAL ACCEPTANCE

Please acknowledge acceptance of the terms in this proposal by signing it and returning it by 07/01/2022. Please also indicate which option is chosen by checking the appropriate box on the previous page. Failure to remit the signed application within the same period will result in a request for an updated large claim Disclosure (and updated monthly claims) being required for Our review.

Signature: _____ Title: _____

Accepted on the _____ day of _____, 20_____

Coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, in all states except New York under policy form series HMP-SL (11/16), HMP-SL (08/19) or HMP-SL (06/20) or similar. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY, under policy form series HMP-SL (11/16) or HMP-SL (06/20) or similar. The coverage requested may not be available in all states and is subject to individual state approval.

initials: _____ date: _____

BASIS OF OFFER**Assumptions**

- This proposal is subject to revision if there is a change in Proposed Effective or Renewal Dates or a change in the Covered Underlying Plan.
- This proposal is based on the utilization of the Provider Network(s) and the Utilization Review Vendor(s) listed in this proposal.
- This proposal assumes a minimum participation level of 50%.
- This proposal assumes the Covered Underlying Plan includes a pre-certification, utilization review and large case management program.
- This proposal is based on a description of the employee benefit plan(s) provided and approved by HM; employee and dependent census data; submission of any requested claim information; and any other information relevant to the underwriting risk. If any of the information was incorrect or changes the risk involved, the rates will be modified, and the Specific claims will be adjusted accordingly.
- Surcharges (including the bad debt and charity surcharge portion of the New York Reform Act applicable to services are rendered in New York State), pool charges, and/or covered lives assessments may be covered under the Stop Loss Policy if such charges are considered a claim cost. HM is not responsible for the filing and/or payment of any assessment for which HM is not directly liable including, but not limited to, the New Hampshire Vaccine Assessment as modified by NH HB 664.
- All standard policy provisions apply. The laws of the state where the policy is issued will apply. Certain exclusions and limitations may apply.
- This proposal will expire on the Proposed Effective Date.
- Unless otherwise limited or excluded by the Stop Loss Policy or under the Individual Special Requirements, Eligible Claim expenses under the Stop Loss Policy will follow the Covered Underlying Plan, up to the proposed Maximum Specific Benefit.
- The Agent is properly licensed and appointed by HM.
- The initial rates are guaranteed for the proposed Policy Term unless otherwise noted.
- There are no more than 15% COBRA participants.

Qualifications

- Any Stop Loss insurance requested and the Proposed Effective Date of that coverage must be approved by HM under Our current rules and practices.
- Our approval is subject to receipt of Disclosure, Claim Information and any other information requested in connection with this proposal including, but not limited to, a completed Disclosure Form, Application, first month's premium check, signed proposal, final census, and any other required information as stated under the Assumptions or Individual Special Requirements. Such information must be received prior to the Proposed Effective Date. Information contained on the Disclosure Form should be current up to the date of signature, and be completed in its entirety. Failure to do so will result in approval being denied or delayed until a later effective date.
- The premium rates are subject to change should the number of Covered Units change by 15% or more, either in total and/or by single/family mix.
- A signed and dated Summary Plan Document is required within 60 days of the Effective Date. If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, the premium rates may be subject to re-rating, retro-active to the Effective Date.
- This quote assumes the Covered Underlying Plan will include standard industry provisions and definitions including, but not limited to, eligibility, HIPAA, termination, leave of absence or disability, FMLA, subrogation, transplants and COB; and exclusions for job-related injuries, treatments that are experimental and/or investigational, cosmetic, not medically necessary, war, felonies, charges in excess of usual and customary, and foreign medical care when traveling outside of the U.S. solely for the purpose of receiving medical care. In the event that a Summary Plan Document is not available within 60 days from the Proposed Effective Date, We reserve the right to issue the policy assuming standard exclusions will apply.
- HIPAA Privacy rules permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "Health Care Operations." HM will use this information solely for the purpose of evaluating and accepting the risk and will not disclose any PHI collected except to perform this risk evaluation.

Coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, in all states except New York under policy form series HMP-SL (11/16), HMP-SL (08/19) or HMP-SL (06/20) or similar. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY, under policy form series HMP-SL (11/16) or HMP-SL (06/20) or similar. The coverage requested may not be available in all states and is subject to individual state approval.

- The rates in this proposal are based on the Disclosure of all individuals considered a special enrollee due to having previously satisfied the plan's lifetime maximum. Written acceptance by HM must be acknowledged before terms of coverage for such individuals are included under HM's Stop Loss Policy.
- Any Stop Loss Policy issued by HM may be rescinded or re-underwritten if any information requested in connection with this proposal was intentionally concealed or misrepresented by or on behalf of the Policyholder and/or the Policyholder's Agent, or if the Policyholder and/or the Policyholder's Agent commits fraud.
- As used above: An "Agent" is the prospective Policyholder's representative including, but not limited to, the agent, producer or broker of record, or Claims Administrator. A "Claims Administrator" is a third party administrator (TPA) designated by the Policyholder and approved by Us. Disclosure or Disclosed means to provide Claim Information and any other documentation or data requested by Us including, but not limited to, Census and Demographic Information and the estimated number of Covered Units prior to the beginning of the Policy Term.

Coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, in all states except New York under policy form series HMP-SL (11/16), HMP-SL (08/19) or HMP-SL (06/20) or similar. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY, under policy form series HMP-SL (11/16) or HMP-SL (06/20) or similar. The coverage requested may not be available in all states and is subject to individual state approval.

HM Stop Loss Application for Insurance

Please Type or Print – Must be completed in full.

APPLICANT INFORMATION					
Full Legal Name of Group <i>(to appear on Policy)</i>			Key Contact Person		
Tax ID Number	Business Telephone Number		Fax Number		
Email		Internet			
Address	City	State	Zip Code + 4	County	
Delivery Address <i>(if different than above)</i>		City	State	Zip Code + 4	
Nature of Business	SIC Code	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Government <input type="checkbox"/> Other*: _____			

*If an Association, Trust or Charitable Organization, a copy of the bylaws and/or trust is required with the submission of the application. If a union, or if union employees are covered, a copy of the collective bargaining agreement is required with the submission of the application.

Affiliates to be insured? <input type="checkbox"/> Yes* <input type="checkbox"/> No *If "yes," complete the table below. Attach additional sheets if necessary.					
AFFILIATE #1	Full Legal Name			Nature of Business	
Address		City	State	Zip Code	
AFFILIATE #2	Full Legal Name			Nature of Business	
Address		City	State	Zip Code	
AFFILIATE #3	Full Legal Name			Nature of Business	
Address		City	State	Zip Code	
THIRD PARTY ADMINISTRATOR <i>(Complete the table below for each administrator. Attach additional sheets if necessary.)</i>					
Full Legal Name of Third Party Administrator (TPA)					
Tax ID Number		Business Telephone Number		Fax Number	
Address		City	State	Zip Code + 4	
Delivery Address <i>(if different than above)</i>		City	State	Zip Code + 4	
Key Contact Person		Email		Internet	

Applicant's Initials: _____

Are there prior TPAs? Yes* No *If "yes," insert the TPA name below. Attach additional sheets if necessary.

Prior TPA	will be responsible for the payment of all run-in claims on the specific and aggregate (if applicable)
Prior TPA	will be responsible for the payment of all run-in claims on the specific and aggregate (if applicable)

PRODUCER (Agent/Broker)

Name		License Number(s) – Please attach a copy, if not on file.			
Tax ID Number	Business Telephone Number	Fax Number	Email	Internet	
Address		City	State	Zip Code + 4	
Requested Effective Date					
Estimated Initial Enrollment	Single:	Family:	Total:		

Premium Deposit of \$ _____ included. Estimated 1st month's premium must be attached to this application. The Premium Deposit will be applied to the first premium when due. Make check payable to **HM Life Insurance Company**. Do not make the check payable to the agent or leave the "Payee" blank. If a policy is not issued, the premium deposit will be refunded in full.

FRAUD NOTICE (Please read carefully)

Any person who knowingly and with intent to defraud or deceive any insurance company submits an insurance application or statement of claim containing any false, incomplete or misleading information may be subject to civil or criminal penalties, depending upon state law.

In Arkansas, any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In the District of Columbia, **WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

In Florida, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an insurance application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

In Kentucky, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime. Any application for insurance in writing by the applicant shall be altered solely by the applicant or by his written consent; except that insertions may be made by the insurer for administrative purposes only in such manner as to indicate clearly that such insertions are not to be ascribed to the applicant.

In Maryland, any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In New Jersey, any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

In Ohio, any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In Oklahoma, **WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

In Oregon, any person who knowingly and with intent to defraud or deceive any insurance company submits an insurance application or statement of claim containing any false, incomplete or misleading information may be subject to civil or criminal penalties if intentional and material to the risk.

In Pennsylvania, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

In Rhode Island, any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicant's Initials: _____

In Tennessee, "it is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines and denial of coverage."

In Virginia, Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer submits an application or files a claim containing a false or deceptive statement may have violated state law.

In Washington, it is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

APPLICANT UNDERSTANDS AND AGREES THAT

The stop loss insurance requested and requested effective date must be approved by **HM Life Insurance Company** as under our current rules and practices. All options and special requests are subject to Home Office approval. No insurance agent or broker has authority to guarantee acceptability of requested insurance coverage.

Our approval is subject to receipt of Disclosure, if required, the first month's premium, final census, Claim Information, and any other information requested in connection with this application. Failure to do so will result in approval being denied or delayed until a later date.

Receipt of a premium and its deposit in connection with the Application shall not constitute an acceptance of liability. In the event that **HM Life Insurance Company**, or our authorized agent, disapproves this Application, its sole obligation shall be to refund such sum to the Applicant.

Coverage will not be in effect until notified in writing by the Home Office. Do not cancel prior coverage until so notified.

Final premium rates will be determined on the basis of Disclosure, if required, Claim Information and the actual composition of persons covered by the underlying employee benefit plan on the requested effective date. Should subsequent information become known which, if known as of the date specified by **HM Life Insurance Company**, or our authorized agent, would have affected the rates, deductibles, terms or conditions for coverage, we will have the right to revise the rates, deductibles, terms or conditions, by providing written notice to the Applicant. The Policy, if issued, may be void, if whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the Applicant, or if the Applicant or its Agent, committed fraud.

A signed and dated summary plan document describing the underlying employee medical plan must be submitted within **[60]** days of the Requested Effective Date. If the description of the benefits or plan provisions differs from what was initially utilized to underwrite the risk, the premium rates and aggregate retention factors may be subject to re-rating, retro-active to the requested effective date.

The stop loss insurance which is the subject of this Application is a reimbursement contract, and the Applicant must first pay claims and make funds available to pay claims as they become payable before submitting them for reimbursement. Oral statements not expressly incorporated herein are not part of this Application.

Issuance of the Policy is in reliance of the data, including Disclosure, census and Claim Information, submitted to us, and payment of the first month's premium; subsequent premiums are due no later than the first day of each calendar month during the Plan Year.

I represent that the statements contained in this application are true and complete to the best of my knowledge and belief, and I understand that they form the basis for **HM Life Insurance Company's** approval of the requested stop loss insurance.

PLEASE SAVE, PRINT, SIGN AND RETURN THE APPLICATION VIA MAIL, EMAIL OR FAX.

Printed Name of Applicant's Authorized Representative

Signature of Applicant's Authorized Representative

Date

Title

Signature of Witness (Licensed Producer)

Printed Name of Witness

Applicant's Initials: _____

**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, Chief Strategy Officer

DATE: June 16, 2022

RE: Public Education Foundation

The Office of the Chief Strategy Officer requests the Board of Education's approval to move forward with the development of a data-driven website and companion mobile application that provides students access to a gamified digital portfolio and provides teachers/admin with toolkits to facilitate increasingly deeper learning in and across the eLab network.

This will be a comprehensive web app development process in partnership with Public Education Foundation moving from conception, through testing, to full public roll out. Given that this is a one-year funding cycle, the initial KPIs outlined in the description of work are focused on application development, user interaction, and web app reviews.

We request approval in the amount of \$120,000 to be budgeted from the Innovative High Schools Grant

.



HAMILTON COUNTY DEPARTMENT OF EDUCATION
INDEPENDENT CONTRACTOR / CONSULTANT AGREEMENT

Name of Contractor/Consultant: Public Education Foundation, Michael Stone Date: 09/13/2021

Address: 100 E 10th ST, Suite 500 City: Chattanooga ST: TN Zip: 37402

EIN or SS#: 62-1356764 Ph: 423.265.9403 Cell: Fax:

School/Department/Group to be served: Office of Future Ready Students

Services to be provided:

PEF will support the development of a data-driven website and companion mobile application that provides students access to a gamified digital portfolio and provides teachers/admin with toolkits to facilitate increasingly deeper learning in and across the eLab network.

Expected outcomes (attach credentials):

The app will empower students with agency in their growth as they choose skill development pathways and curate their individual digital portfolios (including the semi-automated micro-credentialing system) and the app will equip teachers & leaders with a framework to support student growth.

Explain how this will align w/improvement plans already in place:

Working in direct alignment with HCS Future Ready 2023, the app will equip teachers with a formative feedback tool that also empowers students to develop a portfolio that tracks their progression through micro-credentials across technical fluencies and STEM Essential skills.

Explain how effectiveness will be measured:

This will be a comprehensive web app development process moving from conception, through testing, to full public roll out. Given that this is a one-year funding cycle, the initial KPIs outlined in the description of work are focused on application development, user interaction, and web app reviews.

of participants/positions/substitutes required All Hamilton County Schools / No subs required

Agreement effective from 10/01/2021 through 06/30/2022 (Date of contract cannot extend beyond the fiscal year end of June 30th)

Upon completion of above services, contractor/consultant shall be paid within a reasonable time after submission of an invoice, the following:

\$ 120,000 Fee schedule per: [X] Hour [] Day [] Event (Choose One)

\$ 0.00 Other expense including hotel, transportation, meals, materials (Receipts required for authorization of payment)

\$ 120,000 Total expense "not to exceed" this amount

Background check required: [] YES [X] NO Certificate of Liability Insurance required: [X] YES [] NO

Contractor/Consultant signature: Michael Stone Date: 09/14/2021

Funding Source: [] General Fund [] School Based [] Title [X] Grant [] Career/Tech [] Ex Ed

Services/Expenses charged to (Account Code): 72130- other student support; 399- other contracted services

Principal/Program Director: Olivia Bagley Date: 09/15/2021

Budget Manager: Olivia Bagley Date: 09/15/2021

Chief Financial Officer: Mary Ellen Hudson Date: 11/02/2021

Deputy Superintendent: Dr. Justin Robertson Date: 11/02/2021

Superintendent: P. New Date: 11/03/2021

Digital Fabrication Ecosystem Web Toolkit and App Development

PROJECT OUTCOMES

BACKGROUND

Since 2014, Hamilton County Schools (HCS) has been reimagining student development by embedding digital fabrication labs (Fab Labs) in schools. In many cases, the labs have catalyzed transformative learning experiences for students as teachers have leveraged the labs as a conduit to facilitate deeper learning, effectively empowering students to develop the technical fluency and STEM essential skill competencies necessary for post-secondary success. However, much of this work has gone undocumented as educators have been focused on piloting and refining implementation models to effectively integrate the labs. In 2020, as the labs began to scale to critical mass across the district (trending to achieve 50% district distribution by 2023), the HCS and the Public Education Foundation (PEF) leadership teams began working in direct collaboration with FabLab teachers (collectively referred to as "the team") in the district to develop a solution to document student progress in the labs while also providing a repository of curricular materials and a curriculum framework to serve as the backbone for consistent vertical alignment across the labs.

PEF and HCS has since engaged the educational software development team at StartSOLE, LLC for the technical development of systems, subsystems, and interfaces that align to the wireframe concepts created by the team. The timing of this development comes at an important time. As we have discovered through interactions of the leadership teams in all three organizations, the goals of our respective organizations are mutually compatible. Taken together, our development skills establish a complete capacity for developing a user-friendly, highly effective web interface with mobile companion applications (web app). The web app represents a responsive, dual path initiative to equip teachers with a formative feedback tool that also empowers students to easily develop a digital portfolio that tracks their progression through micro-credentials across technical fluencies (product development capacity aligned to industry credentials and EPSOs) and STEM Essential Skills (21st century competencies based on those outlined by the Global STEM Alliance).

The goal is to create a fully functional web app that:

- Empowers students with agency in their growth as they choose skill development pathways and curate their individual digital portfolios (including the semi-automated micro-credentialing system).
- Equips teachers with the structure, accessible curricular framework, and resource repository to effectively facilitate and support student development across the identified domains.

INTELLECTUAL MERIT

The proposed work will establish a solution to document and track the impact of Fab Labs on student development across non-traditional domains. The emerging Digital Fabrication Ecosystem in HCS is critically important in the preparation of students for what lies ahead. The effort has been recognized and applauded by business and industry because it holds the

capacity to help bridge the gap between academic growth and career preparation. The focus of student development in the labs is more than a collection of technical skills or the nebulous building of "soft skills" that prepares a student for post-secondary success. In a perfect implementation model, the labs are used to equip students to simultaneously develop technical fluencies *and* STEM Essential Skills such that they can thrive as adaptive problem solvers. In support of this effort, the proposed web app will provide critical documentation and structure so that the impact of the labs can be evaluated, analyzed, and scaled with efficacy. The development and rollout of the web app will provide a foundation for future research as the HCS Digital Fabrication Ecosystem continues to grow and evolve.

BROADER IMPACT

For STEM/CS work toward micro-credentialing in the eLabs, broadening participation with a specific focus on providing access to underrepresented populations has been a core component of the Digital Fabrication Ecosystem (DFE) network since its inception. Reflective of this focus, the web app's structure will integrate a responsive design with intentional focus on inclusion of best practices for accessibility and adaptability across diverse use cases. Additionally, the initial content in the resource repository and the curricular framework (the backbone of the web app) have been developed by a diverse group of teachers and leaders serving myriad communities across Hamilton County Schools.

The schools that have been chosen to receive a Fab Lab resulted in a distribution of schools with a nearly perfect representative population in comparison to HCS's total student population. As a result, access to the labs in the HCS network is equitably distributed across schools with high concentrations of underrepresented subgroups, including many schools with majority Black and/or Latinx populations and 90%+ students receiving free or reduced lunch. In addition to equitable access, equity serves as consistent theme that is integrated into nearly every aspect of the PD for eLab teachers and school administrators at schools in the eLab network. PEF and HCS have worked in partnership to design teacher PD around the pioneering work by the Exploring Computer Science leadership team. The professional development model in the DFE deploys, "Research-based practices [that] are specifically identified at each debrief: from structuring activities so that all students are actively learning, collaborating, and engaged; validating student ideas; drawing on students' cultural knowledge; using visuals to aid English language learners, modifications for students with special needs; and deliberate scaffolding of the curriculum so that all students are able to participate and feel that they belong in the class" (Chapman et al., 2014). While this focus on cultural relevance and equity is critical, the PD in which teachers participate also incorporates perception training intended to equip them to recognize and mitigate (or eliminate) the impact of their beliefs of who can (or cannot) excel in STEM. Teachers, "Discuss the notions of deficit thinking and preparatory privilege to deconstruct the relationship between opportunity and ability" (Chapman et al., 2014).

FEATURES OF THE APP

The web app is intended to initially provide the following features:

- Student-curated digital portfolio system that collects, organizes, and displays student growth through their FabLab experience. This includes, but is not limited to, a portfolio of project submissions (evidence can be submitted across multiple mediums including documents, slide-decks, videos, photos, websites, etc), and a gamified micro-credentialing system that empowers students with agency over their individual development as they grow across the technical and essential skill domains outlined above.
- Student feedback system that enables students to submit products and documentation to PBL units and design challenges for review and feedback. Teachers will be able to use predefined rubrics (informed by their specific project design) to quickly provide formative feedback to students in an iterative model that allows for resubmission until students achieve acceptable levels of mastery of selected skills. The feedback system will use the standard APIs deployed by all major learning management systems so that teacher feedback can update systems like Canvas or Google Classroom through a secure, automated, fully integrated user interface in the web app.
- Teachers will also be able to use the web app to access and contribute to a growing repository of project starters that are used to introduce students to work in the FabLabs through strategies that align with the district's Digital Fabrication Ecosystem curricular framework.

Future iterations of the web app may also include an administrator toolkit that provides structure and consistent language so that administrators can more effectively support teachers in the labs through enriching coaching sessions through the web app.

DESCRIPTION OF THE APP

The web app will be designed using a similar system, subsystem, architecture, and secure user interfaces as deployed in the highly successful and highly rated Start SOLE application. Due to the diligence of the leadership teams on this project, the web app will be designed from instantiation as a cohesive digital ecosystem (rather than trying to create a mobile app to fit an existing system/architecture of a pre-established web interface). This customized, integrated development plan, built on top of the existing content and workflows identified by leaders and teachers in HCS and PEF, will result in a user-friendly, practitioner informed, cloud-based software solution that is device agnostic and can be easily integrated into diverse lab settings.

PERIOD OF PERFORMANCE

The web app will be developed over a course of 12 months beginning August 2021 and culminating April 2022 according to the table below. PEF will work in partnership with HCS and Start SOLE to provide project management and ensure the project on schedule.

Item	Weeks
Phase 1 Develop & Confirm Product Requirements	1-2
Phase 2 Prototyping Key Sub-System & Functional Interactions	3-6
Phase 3 Pilot Level Deployment	7-23

<i>closed alpha launch</i>	8
Phase 3 Pilot Level Deployment	7-23
<i>open beta launch</i>	24
Phase 4 Go Live (Open Beta)	24-30
<i>version 1.0 release</i>	30
Phase 5 On-going Support & Staging for Scaling	31-52

CREDENTIALS

PEF has worked in close partnership and collaboration with HCS for more than 32 years. Over the course of this time PEF has demonstrated a strong commitment to excellence, clear support of district Initiatives and goals, and a consistent capacity for fiscal responsibility. Specific to the development of the web app, PEF has dedicated time from the following team members to support this project: Michael Stone, Vice President of Innovative Learning, Dr. Keith White, Director of Research and Effectiveness, David Morton, Data and Visualization Developer, and Cliff Brittingham, Instructional Development Coordinator. Stone will serve as the project manager, managing the PEF team and coordinating with the software development team at Start SOLE. Stone holds an Bachelor's Degree in computer science, is a national leader in computer science education, and is recognized a leading authority on school-based Fab Labs. Dr. White is a respected researcher with extensive experience in data analysis and security. Morton is an experienced professional recently completing the buildout of a student-facing mobile application in partnership with the Bill and Melinda Gates Foundation. Brittingham is a retired educator with more than 20 years off school leadership and administration experience. Since joining the foundation in 2018, he has had played a critical role in the development and implementation of the eLabs through instructional development support. PEF will also work closely with the senior leadership and software development team from Start SOLE (CVs attached). Collectively, they international team of education and software development experts at Start SOLE present a powerful lend of technical acumen coupled with decades of experience in public education, marking them as a strong candidate with demonstrated abilities to deliver the software and architectural needs of the proposed product.

Theory of Action

If educators are provided access to a user-friendly platform that (1) gamifies student progress in mastery of STEM essential skills and technical fluency, (2) provides a digital portfolio for students, and (3) equips teachers with instructional resources and a mechanism to quickly provide formative feedback to student work, then students will engage in transformative learning experiences in eLabs that enable *all* students to discover their unique STEM identity by developing the technical skills and STEM competencies necessary for post-secondary success.

Scope of Work

The Public Education Foundation (PEF) will work directly with StartSOLE LLC (Start SOLE), to develop a website and companion mobile application (web app) by providing the technical development of systems, subsystems, and interfaces that align to the wireframe concepts provided by PEF and HCS in support of student micro-credentialing in the digital fabrication ecosystem. Taken together, the development skills of Start SOLE, coupled with the longstanding partnership between HCS and PEF, establish a "complete" capacity for accomplishing the product goals. The technical development priority will be the realization of the wireframe concepts in fully functional form. The core content and structure for the web app have been under development since January 2020 in a cooperative partnership between the PEF, the HCS Office of Innovation, and STEM School Chattanooga. PEF will contract with Start SOLE and will coordinate with HCS to provide project management throughout the development, beta testing, and full rollout of the web app. The awarded funding will allow the PEF team to deliver a functional web app that complies with all local, state, and federal privacy laws and that integrates seamlessly with the selected HCS learning management system. The web app will provide: (1) a student portfolio system that provides project tracking and portfolio sharing at the district's discretion, (2) a teacher feedback system for responding to student submissions, (3) vertically aligned curricular framework for integrating digital fabrication across content area, and (4) gamified student micro-credentialing system that blends STEM essential skills with technical fluency, empowering students with agency in their learning experience.

Rationale

- Provide a user-friendly platform for students to pursue micro-credentials that are directly informed by industry credentials and EPSOs that are identified as being in "high-demand" by the state of Tennessee.
- Provide students with common language a consistent feedback loop as they engage in projects in eLabs so that they can document their progress and make informed decisions about post-secondary pathways based on their unique interests and aptitudes.
- Increase student agency in their development as they document product and skill progression by submitting evidence from projects completed in eLabs.
- Increase teacher capacity to provide effective feedback to student progress in eLabs.
- Increase teacher self-efficacy and confidence to facilitate student development of technical fluency and STEM essential skills through PBL units and design challenges in eLabs.

- Provide teachers with a simple, effective tool to track student progress that integrates seamlessly with existing LMS software (thus eliminating wasteful duplicative workflows).

Target Audience

- The web app will initially be tailored to meet the needs of HCS high schools with an eLab (CCA, Lookout Valley, Sale Creek, Signal Mountain, Brainerd, East Hamilton, Hixson, Howard, Red Bank, STEM School Chattanooga, CSAS).
- PEF will also work directly with HCS to ensure that the web app is designed to meet the demands of K-8 grade use-cases in order to ensure the web app is developed to be widely adopted across all verticals in the district (this will include an adaptive architecture that can be quickly modified to meet the specific needs of different user groups).
- PEF will work in constant contact with Start SOLE to develop the web app around the most common APIs used by the most prominent LMSs in circulation (i.e. Canvas, Google Classroom, Blackboard, etc.). This will allow the web app to be agile and to adapt to any LMS changes the district may choose to pursue in the future.
- The web app may ultimately be made widely available beyond the HCS digital fabrication ecosystem, but this is unlikely to be realized during the implementation year for the IHS grant.

Plan for Development Support

Phase 1 Develop and Confirm Product Requirements

Activities and topics addressed in within this phase include:

- Articulate Schema and Functional Requirements for Data Model for Student Portfolio; Instructor Resources; Administrator Toolkit:
- Finalize all external APIs
- Select back end provider and begin boilerplate framework setup
- Identify a focus group for alpha testing
- Identify training group for alpha, beta and full release milestone dates
- Identify social-emotional elements (SEL) to be added to student and teachersub-systems
- Create necessary repository for issue and bug tracking, integrate with outside tools as needed

The results of this phase will include:

- data model that completely articulates minimum functionality and includes a visual representation for non-technical team members
- confirm the model (lock in model for first release)
- basic understanding of sustaining costs based on backend provider
- establish milestones for release schedule
- define key performance indicators (KPIs) for testing
- SEL functional elements defined
- focus & training groups recruited

Phase 2 Prototyping of Key Sub-System and Functional Interactions

Activities and topics addressed in within this phase include:

- building minimal viable product (MVP) prototypes and testing based off of the locked-in data model and provided wireframes
- Issue and bug tracking
- (as needed) create a landing page with ability to sign up for updates to expedite capture of key audience members
- Incorporate analytics software and define KPIs
- training package development

The results of this phase will include:

- functional tests for prototype components
- SEL functionality tested
- KPIs reviewed as needed
- 3.2.1 and 3.2.2 are iterative and continues until the functionality of the wireframes
- periodic check-ins with PEF
- Initial training package complete

Phase 3 Pilot Level Release

Activities and topics addressed in within this phase include:

- closed alpha testing with focus group
- triage alpha test feedback for incorporation into initial release
- protocol developed for SEL effectiveness
- test training package with target group

The results of this phase will include:

- bug fixes and improvements as needed
- updated SEL functional elements
- updated training package
- roadmap for future developments to incorporate non-essential features of first release

Phase 4 Go Live (Open Beta)

Activities and topics addressed in within this phase include:

- update production website
- integrate tool for public user feedback

The results of this phase will include:

- triaged public feedback into live website (or roadmap for future releases)
- first release publicly available with stable production URL
- training program scheduled sign-up established

Phase 5 On-going Support and Scaling

Activities and topics addressed in within this phase include:

- remove all beta branding from site

- monitor traffic per KPIs and plan for scale
- monitor SEL effectiveness through target user feedback

The results of this phase will include:

- publicly available Version 1.0 Release
- costs projections for scaling based on analytics
- finalize roadmap in form necessary for future investments and support

Expected Timeline (8 months)

The web app will be developed over a course of 12 months beginning August 2021 and culminating April 2022 according to the table below. PEF will work in partnership with HCS and Start SOLE to provide project management and ensure the project on schedule.

Item	Weeks
Phase 1 Develop & Confirm Product Requirements	1-2
Phase 2 Prototyping Key Sub-System & Functional Interactions	3-6
Phase 3 Pilot Level Deployment	7-23
<i>closed alpha launch</i>	8
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<i>version 1.0 release</i>	30
Phase 5 On-going Support & Staging for Scaling	31-52

Initial Key Performance Indicators/Expectations

This will be a comprehensive web app development process moving from conception, through testing, to full public roll out. PEF will monitor development progress and collaborate with HCS leadership to ensure the software development stays on schedule and meets the unique demands of the HCS digital fabrication ecosystem. Given that this is a one-year funding cycle, the KPIs are focused on application development, user interaction, and web app reviews. PEF is eager to collaborate with HCS on further research to document and evaluate the impact of the web app on student development in the target areas of STEM Essential Skill and Technical Fluency.

Goal	KPI	Timeframe
Web Application and Interface are delivered to PEF/HCS	Functional architecture is made available for initial demo and testing	Due by October 31, 2021
Web app is release for beta testing	Beta version of web app is released	Due by November 15, 2021

Beta testing begins	<ul style="list-style-type: none"> - At least 15 eLab schools beta test the web app - Testers provide monthly (min) feedback on usability/value of the web app 	November 2021 through February 2022
Full rollout of web app	Web app is released for full rollout as website with Android and IOS companion applications available for free	Due by March 22, 2022
Student portfolios begin to take shape	At least 1,200 student project submissions are evaluated and provided feedback from HCS teachers through the web app	March 22 through May 24, 2022
Web app is well-received by teacher and student users and widely adopted	Web app receives at least 150 user reviews in mobile app stores with a 4+ average star rating	By July 31, 2022.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Hamilton County Schools AND
Public Education Foundation**

PURPOSE:

Hamilton County Schools (HCS) and the Public Education Foundation (PEF) will work in collaboration to create a website and companion mobile application (web app) for the Innovative High School Model Grant.

The web app is intended to provide the following features:

- Student-curated digital portfolio system that collects, organizes, and displays student growth through their eLab experience. This includes, but is not limited to, a portfolio of project submissions (evidence can be submitted across multiple mediums including documents, slide-decks, videos, photos, websites, etc), and a gamified micro-credentialing system that empowers students with agency over their individual development as they grow across the technical and essential skill domains outlined above.
- Student feedback system that enables students to submit products and documentation to Project Based Learning (PBL) units and design challenges for review and feedback. Teachers will be able to use predefined rubrics (informed by their specific project design) to quickly provide formative feedback to students in an iterative model that allows for resubmission until students achieve acceptable levels of mastery of selected skills. The feedback system will use the standard Application Program Interfaces (APIs) deployed by all major learning management systems so that teacher feedback can update systems like Canvas or Google Classroom through a secure, automated, fully integrated user interface in the web app.
- Teachers will also be able to use the web app to access and contribute to a growing repository of project starters that are used to introduce students to work in the eLabs through strategies that align with the district’s Digital Fabrication Ecosystem curricular framework.

This MOU shall become effective on the date executed by both parties and shall remain in effect until terminated by either party upon 60 days written notice (herein the “contract period”).

This MOU may be amended or modified by written agreement executed by both parties.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Hamilton County Schools AND
Public Education Foundation**

RESPONSIBILITIES OF PEF:

1. The PEF will develop, launch, and maintain a website and web app by providing the technical development of systems, subsystems, and interfaces that align to the wireframe concepts provided by PEF and HCS in support of student micro-credentialing in the digital fabrication ecosystem.
2. PEF will collaborate with HCS to provide project management throughout the development, beta testing, and full rollout of the web app.
3. PEF will provide fiscal management and oversight throughout the contract period.
4. PEF will retain ownership of the app (including all coding and related software during the contract period and after the contract has expired or been terminated. During the contract period, PEF will accept fiscal, technical, and intellectual responsibility for software updates/patches, as are determined necessary by PEF in its reasonable discretion. PEF reserves the right to make content additions and improvements to the app.
5. For the contract period, PEF grants to HCS a revocable license to use the web app, subject to the terms of this MOU. HCS is prohibited from assigning, sub-licensing, or otherwise transferring its license to use the web app, unless HCS first obtains the prior written consent of PEF, which PEF may grant or withhold in its sole discretion.
6. PEF will work in good faith with HCS to develop and provide ongoing training and content development for the web app through the end of the grant period (12/31/2023).
7. PEF agrees to protect, defend, indemnify, and hold harmless the HCS against any and all claims asserted against HCS arising out of or related to the sharing of data provided to PEF pursuant to this MOU, any loss of such data, or any breach of data security for such data, however caused.
8. PEF will not charge HCS usage fees associated with data storage and retrieval through June 30, 2026. After June 30, 2026, PEF will invoice HCS for storage fees at a rate of \$.80 per student user unless a licensing agreement is reached out of district as outlined in item nine (9) below.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Hamilton County Schools AND
Public Education Foundation**

9. So long as this Agreement remains in effect, PEF agrees not to charge HCS a licensing fee for usage of the web app, and PEF will waive the data storage fees listed in item eight (8) above if FabFolio is monetized in districts beyond HCS for more than 20,000 users.
10. PEF will not share identifiable personal information of students or faculty with any external entities.
11. PEF reserves the right to analyze and distribute usage data, within compliance of reasonable HCS student and faculty data privacy and security guidelines.
12. PEF reserves the right to license or otherwise provide access to the web app to other school systems beyond HCS.

RESPONSIBILITIES OF HAMILTON COUNTY SCHOOLS (HCS):

1. HCS will allow, encourage, and support access to and training for the web app for HCS students and staff, including Hamilton County Public Charter Schools.
2. HCS will conduct beta testing of the web app and provide ongoing feedback to PEF regarding recommended updates and adjustments to the app.
3. HCS will collaborate with PEF to provide access to integrate the web app so that it is functional within the Learning Management System (Canvas).
4. HCS will collaborate with PEF on necessary networking/IT access in order to set up student and staff accounts.

Hamilton County Schools

Public Education Foundation

Signature

Signature

Name

Name

Title

Title

Date

Date



MEMO

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

From: Justin Witt

Date: June 16, 2022

Subject: Engineering/Design Services

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

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

This is a list of engineering firms proposed for 2022/2023. The list may be expanded as needed.

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

**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: June 16, 2022

RE: **Monthly Financial Report**

Attached is the monthly financial report comparing budget to actual through April 2022. 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
April, 2022**

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	211,652,103										245,400,000	245,400,000	211,652,103	
LICENSES AND PERMITS	12,000	12,000	9,836										12,000	12,000	9,836	
CHARGES FOR CURRENT SERVICES	522,500	522,500	426,959				4,010,123	4,148,158	3,673,224	3,618,425	515,418	558,922	8,151,048	5,186,076	4,659,105	
OTHER LOCAL REVENUES	300,000	300,000	157,933				3,357,591	6,055,851	1,774,868	21,426	49,480	39,079	3,679,017	6,405,331	1,971,880	
STATE OF TENNESSEE	182,717,655	182,859,577	162,757,248										182,717,655	182,859,577	162,757,248	
OTHER STATE REVENUES	719,223	4,834,242	2,730,871							198,558	198,558	184,559	917,781	5,032,800	2,915,430	
FEDERAL GOVERNMENT	980,000	2,028,790	1,291,156	28,496,349	193,330,020	50,186,082				17,919,913	20,994,866	24,028,870	47,396,262	216,353,676	75,506,108	
OTHER SOURCES	3,685,000	3,685,000	716,667									49	3,685,000	3,685,000	716,716	
RESERVES/FUND BALANCE *	-	20,348,438											-	22,093,653	-	
PY ENCUMBRANCE BUDGET		2,017,004			48,701									2,353,651		
TOTAL REVENUES	434,336,378	462,007,551	379,742,773	28,496,349	193,378,721	50,186,082	7,367,714	12,237,170	5,448,092	21,758,322	21,758,322	24,811,479	491,958,763	689,381,764	460,188,426	
EXPENDITURES																
REGULAR INSTRUCTION PROGRAM	71100	216,688,988	216,843,512	178,547,082	6,328,367	57,362,597	21,476,614	2,646,541	5,939,109	2,385,876			225,663,896	280,145,218	202,409,572	
SPECIAL EDUCATION INSTR PROG	71200	40,504,155	41,146,987	32,968,925	3,711,455	11,607,794	3,945,515	336,163	638,283	163,426			44,551,773	53,393,064	37,077,866	
VOCATIONAL ED INSTR PROG	71300	9,241,261	8,908,742	7,329,722	539,396	2,449,862	878,173		174,555	22,788			9,780,657	11,533,159	8,230,683	
ATTENDANCE	72110	2,798,557	2,847,904	2,244,443		698,130	180,505		-	-			2,798,557	3,546,034	2,424,948	
HEALTH SERVICES	72120	5,091,939	5,173,168	1,043,107		7,683,183	4,737,238	42,500	42,500	18,099			5,134,439	12,898,851	5,798,444	
OTHER STUDENT SUPPORT	72130	12,856,141	13,079,699	10,502,309	3,468,105	16,158,628	8,115,413	219,215	286,258	136,487			16,543,461	29,524,585	18,754,209	
REG INST SUPPORT	72210	12,639,292	18,173,511	10,219,041	7,829,085	30,575,794	11,548,695	453,748	1,309,377	428,170			20,922,125	50,058,682	22,195,906	
SPECIAL ED INST SUPPORT	72220	3,565,344	3,624,984	2,852,199	4,577,867	6,174,218	3,596,408		-	-			8,143,211	9,799,202	6,448,607	
VOCATIONAL ED INST SUPPORT	72230	254,677	273,626	186,023	64,820	672,483	60,598		-	-			319,497	946,109	246,621	
EDUCATION TECHNOLOGY	72250	5,749,457	6,357,287	4,680,393	-	834,690	63,471		-	-			5,749,457	7,191,977	4,743,864	
BOARD OF EDUCATION	72310	6,621,035	6,672,030	5,733,521		-	-	100,000	100,000	17,904			6,721,035	6,772,030	5,751,425	
OFFICE OF SUPERINTENDENT	72320	2,645,989	3,011,518	2,527,415		-	-	85,810	87,791	74,677			2,731,799	3,099,309	2,602,092	
OFFICE OF PRINCIPAL	72410	29,105,910	29,519,443	23,878,485	66,991	989,360	386,899		-	-			29,172,901	30,508,803	24,265,384	
FISCAL SERVICES	72510	3,412,069	3,471,966	2,625,747		721,200	61,343		-	-			3,412,069	4,193,166	2,687,090	
HUMAN RESOURCES	72520	2,150,319	2,251,424	1,481,007		2,805,282	2,779,175		31,678	11,965			2,150,319	5,088,384	4,272,147	
OPERATION OF PLANT	72610	25,882,636	24,522,203	16,763,902	-	575,753	444,011		7,526	1,574			25,882,636	25,105,482	17,209,487	
MAINTENANCE OF PLANT	72620	9,768,168	10,035,705	8,034,964		-	-		200,000	3,500			9,768,168	10,235,705	8,038,464	
TRANSPORTATION	72710	20,333,227	21,569,888	16,085,692	229,681	3,429,505	487,638		21,250	5,191			20,562,908	25,020,643	16,578,521	
CENTRAL AND OTHER	72810	422,596	444,397	309,531		-	-		4,278	1,253			422,596	448,675	310,784	
FOOD SERVICE	73100	-	-	-		173,159	14,975		-	-			21,758,322	21,758,322	18,398,375	
COMMUNITY SERVICES	73300	559,982	568,047.00	294,859	1,124,084	2,333,495	650,766	3,276,207	3,281,841	1,823,411			4,960,273	6,183,383	2,769,036	
EARLY CHILDHOOD EDUCATION	73400	2,933,149	3,077,297.00	2,422,943		445,108	46,833	207,530	112,724	88,742			3,140,679	3,635,129	2,558,518	
REGULAR CAPITAL OUTLAY	76100	200,000	200,000.00	-		38,841,963	2,554,316		-	-			200,000	39,041,963	2,554,316	
EDUCATION DEBT SERVICE		975,000	975,000	-		-	-		-	-			975,000	975,000	-	
EDUCATION CAPITAL PROJECTS		3,000,000	14,870,323	14,870,323		-	-		-	-			3,000,000	14,870,323	14,870,323	
CHARTER SCHOOLS (TRANSFERS)		16,936,487	16,936,487	15,710,176		-	-		-	-			16,936,487	16,936,487	15,710,176	
TRANSFERS-STATE GRANTS			7,452,403		556,498	8,846,517			-	-			556,498	16,298,920	-	
TOTAL EXPENDITURES		434,336,378	462,007,551	361,311,809	28,496,349	193,378,721	62,028,586	7,367,714	12,237,170	5,183,063	21,758,322	21,758,322	18,398,375	491,958,763	689,381,764	446,921,833

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: June 16, 2022

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

The following budget amendments for Federal and State Grants and Self-Funded Programs for FY2022 are recommended for your approval.

The Federal Programs budget is amended by item 1 which consists of both the current year award and carryover funds.

The State Programs budget is amended by item 2 which consists of a current year award.

The Self-Funded Programs budget is amended by item 3 which consists of carry over contributions.

1. Literacy Training Teacher Stipend Grant, totaling \$200,000
2. Summer Learning Camps, with transfers between lines
3. Gates Grant Funding, with transfers between lines

FEDERAL PROGRAMS

SOURCE OF FUNDS

June 16, 2022

	CARES FEDERAL THROUGH STATE	TOTAL REVENUE	AMENDMENT ITEM #
<u>BUDGET AMENDMENTS</u>	47300		
Literacy Training Teacher Stipend Grant	200,000	200,000	1

FEDERAL PROGRAMS
USE OF FUNDS

June 16, 2022

	REGULAR INSTRUCTION	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
<hr/> BUDGET AMENDMENTS	71100		
Literacy Training Teacher Stipend Grant	200,000	200,000	1

SELF-FUNDED PROGRAMS

USE OF FUNDS

June 16, 2022

	OTHER STUDENT SUPPORT 72130	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
BUDGET AMENDMENTS			
Gates Grant Funding	-	-	3

SELF-FUNDED PROGRAMS

SOURCE OF FUNDS

June 16, 2022

	RESTRICTED FOR EDUCATION FUND BALANCE	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
BUDGET AMENDMENTS	34555		
Gates Grant Funding	-	-	3

STATE PROGRAMS
SOURCE OF FUNDS

June 16, 2022

BUDGET AMENDMENTS	STATE REVENUE	TOTAL REVENUE	AMENDMENT ITEM #
Summer Learning Camps	46000	-	2

STATE PROGRAMS
USE OF FUNDS

June 16, 2022

	ATTENDANCE 72110	REGULAR INSTRUCTION SUPPORT 72210	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
BUDGET AMENDMENTS				
Summer Learning Camps	(363,286)	363,286	-	2

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 FEDERAL PROGRAMS
 LITERACY TRAINING TEACHER STIPEND GRANT
 BUDGET FISCAL YEAR 2021-2022**

FY21 carryover is \$30,000
 FY22 award is \$170,000

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY22 BUDGET 6/16/2022
141-2-170-0000-0-00000-473090-0000-0000-170	Revenue	200,000
	Total Source of Funds	200,000

USE OF FUNDS SUMMARY

71100	Regular Education Instruction	200,000
	Total Use of Funds	200,000

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY22 BUDGET 6/16/2022
141-2-170-0000-0-71100-519610-0000-0000-170	Stipends	200,000
	Total 71100 - Regular Education Instruction	200,000
	TOTAL BUDGET	200,000

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
STATE PROGRAMS
SUMMER LEARNING CAMPS
BUDGET FISCAL YEAR 2021-2022**

FY22 actual allocation is \$6,345,680.33

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2022			AMENDED
		BUDGET 5/12/2022	INCREASE	DECREASE	BUDGET 6/16/2022
141-1-202-0000-0-00000-465900-0000-0001-202	Revenue - Summer Learning Camps Elementary	3,270,769			3,270,769
141-1-202-0000-0-00000-465900-0000-0002-202	Revenue - STREAM Mini-Camps Elementary	934,505			934,505
141-1-202-0000-0-00000-465900-0000-0003-202	Revenue - Bridge Camps Middle	1,272,869			1,272,869
141-1-202-0000-0-00000-465900-0000-0000-202	Revenue - Transportation	867,537			867,537
	Total Source of Funds	6,345,680	-	-	6,345,680

USE OF FUNDS SUMMARY

71100	Regular Instruction	4,800,417	164,466	(164,466)	4,800,417
72110	Attendance	504,617	-	(363,286)	141,331
72120	Health Services	49,332	-	-	49,332
72130	Other Student Support	123,777	-	-	123,777
72210	Regular Education Instructional Support	-	363,286	-	363,286
72710	Transportation	867,537	-	-	867,537
	Total Use of Funds	6,345,680	527,752	(527,752)	6,345,680

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2022			AMENDED
		BUDGET 5/12/2022	INCREASE	DECREASE	BUDGET 6/16/2022
Summer Learning Camps - Elementary District					
141-1-202-0000-0-71100-514090-0000-0001-202	Supplemental Pay - Teachers	2,103,750		(80,543)	2,023,207
141-1-202-0000-0-71100-516310-0000-0001-202	Supplemental Pay - Ed Assistants	45,675			45,675
141-1-202-0000-0-71100-520110-0000-0001-202	Social Security	133,264		(4,993)	128,271
141-1-202-0000-0-71100-520410-0000-0001-202	State Retirement	223,400		(8,297)	215,103
141-1-202-0000-0-71100-521210-0000-0001-202	Medicare	31,167		(1,168)	29,999
141-1-202-0000-0-71100-542910-0000-0001-202	Instructional Supplies	99,721		31,100	130,821
141-1-202-0000-0-71100-539990-0000-0001-202	Other Contracted Services	-	95,000		95,000
141-1-202-0000-0-71100-559990-0000-0001-202	Other Charges	10,525		(2,177)	8,348
	Total 71100 - Regular Instruction	2,647,502	95,000	(66,078)	2,676,424
141-1-202-0000-0-72110-514090-0000-0001-202	Supplemental Pay - Site Directors	218,000		(218,000)	-
141-1-202-0000-0-72110-516210-0000-0001-202	Supplemental Pay - Clerical	87,975			87,975
141-1-202-0000-0-72110-520110-0000-0001-202	Social Security	18,970		(13,516)	5,454
141-1-202-0000-0-72110-520410-0000-0001-202	State Retirement	35,386		(22,454)	12,932
141-1-202-0000-0-72110-521210-0000-0001-202	Medicare	4,437		(3,161)	1,276
	Total 72110 - Attendance	364,768	-	(257,131)	107,637
141-1-202-0000-0-72120-513110-0000-0001-202	Nurses	28,800			28,800
141-1-202-0000-0-72120-520110-0000-0001-202	Social Security	1,786			1,786
141-1-202-0000-0-72120-520410-0000-0001-202	State Retirement	4,234			4,234
141-1-202-0000-0-72120-521210-0000-0001-202	Medicare	418			418
	Total 72120 - Health Services	35,238	-	-	35,238
141-1-202-0000-0-72130-512310-0000-0001-202	Supplemental Pay - Counselors	89,100			89,100
141-1-202-0000-0-72130-520110-0000-0001-202	Social Security	5,524			5,524
141-1-202-0000-0-72130-520410-0000-0001-202	State Retirement	9,177			9,177
141-1-202-0000-0-72130-521210-0000-0001-202	Medicare	1,292			1,292
	Total 72130 - Other Student Support	105,093	-	-	105,093
141-1-202-0000-0-72210-514090-0000-0001-202	Supplemental Pay - Site Directors	-	218,000		218,000
141-1-202-0000-0-72210-520110-0000-0001-202	Social Security	-	13,516		13,516
141-1-202-0000-0-72210-520410-0000-0001-202	State Retirement	-	22,454		22,454
141-1-202-0000-0-72210-521210-0000-0001-202	Medicare	-	3,161		3,161
	Total 72210 - Regular Education Instructional Support	-	257,131	-	257,131
	Total District	3,152,601	352,131	(323,209)	3,181,523
Charter Schools					
Chattanooga Charter School of Excellence - Elementary					
141-1-202-8003-1-71100-542910-0000-0001-202	Instructional Supplies	5,000			5,000
141-1-202-8003-1-71100-559990-0000-0001-202	Other Charges	77,086		(18,636)	58,450
	Total 71100 - Regular Instruction	82,086	-	(18,636)	63,450
141-1-202-8142-1-71100-542910-0000-0001-202	Instructional Supplies	3,000		(3,000)	-
141-1-202-8142-1-71100-559990-0000-0001-202	Other Charges	33,082		(7,286)	25,796
	Total 71100 - Regular Instruction	36,082	-	(10,286)	25,796
	Total Charter Schools	118,168	-	(28,922)	89,246
	Total Summer Learning Camps - Elementary	3,270,769	352,131	(352,131)	3,270,769

ACCOUNT CODE	DESCRIPTION	FY2022			AMENDED
		BUDGET 5/12/2022	INCREASE	DECREASE	BUDGET 6/16/2022
STREAM Mini-Camps -Elementary					
District					
141-1-202-0000-0-71100-514090-0000-0002-202	Supplemental Pay - Teachers	688,500		(21,195)	667,305
141-1-202-0000-0-71100-520110-0000-0002-202	Social Security	42,687		(1,314)	41,373
141-1-202-0000-0-71100-520410-0000-0002-202	State Retirement	70,916		(2,184)	68,732
141-1-202-0000-0-71100-521210-0000-0002-202	Medicare	9,983		(307)	9,676
141-1-202-0000-0-71100-539990-0000-0002-202	Other Contracted Services	-	25,000		25,000
141-1-202-0000-0-71100-542910-0000-0002-202	Instructional Supplies	89,514		7,406	96,920
	Total 71100 - Regular Instruction	901,600	25,000	(17,594)	909,006
	Total District	901,600	25,000	(17,594)	909,006
Charter Schools					
Chattanooga Charter School of Excellence - Elementary					
141-1-202-8003-1-71100-542910-0000-0002-202	Instructional Supplies	2,000			2,000
141-1-202-8003-1-71100-559990-0000-0002-202	Other Charges	21,453		(5,324)	16,129
	Total 71100 - Regular Instruction	23,453	-	(5,324)	18,129
Montessori Elementary at Highland Park					
141-1-202-8142-1-71100-542910-0000-0002-202	Instructional Supplies	1,000		(1,000)	-
141-1-202-8142-1-71100-559990-0000-0002-202	Other Charges	8,452		(1,082)	7,370
	Total 71100 - Regular Instruction	9,452	-	(2,082)	7,370
	Total Charter Schools	32,905	-	(7,406)	25,499
	Total STREAM Mini-Camps - Elementary	934,505	25,000	(25,000)	934,505
Bridge Camps - Middle					
District					
141-1-202-0000-0-71100-514090-0000-0003-202	Supplemental Pay - Teachers	799,425		(29,674)	769,751
141-1-202-0000-0-71100-516310-0000-0003-202	Supplemental Pay - Ed Assistants	7,560			7,560
141-1-202-0000-0-71100-520110-0000-0003-202	Social Security	50,033		(1,840)	48,193
141-1-202-0000-0-71100-520410-0000-0003-202	State Retirement	83,452		(3,056)	80,396
141-1-202-0000-0-71100-521210-0000-0003-202	Medicare	11,701		(430)	11,271
141-1-202-0000-0-71100-539990-0000-0003-202	Other Contracted Services	-	35,000		35,000
141-1-202-0000-0-71100-542910-0000-0003-202	Instructional Supplies	35,093		36,249	71,342
141-1-202-0000-0-71100-559990-0000-0003-202	Other Charges	500		(500)	-
	Total 71100 - Regular Instruction	987,764	35,000	749	1,023,513
141-1-202-0000-0-72110-514090-0000-0003-202	Supplemental Pay - Site Directors	90,000		(90,000)	-
141-1-202-0000-0-72110-516210-0000-0003-202	Supplemental Pay - Clerical	27,540			27,540
141-1-202-0000-0-72110-520110-0000-0003-202	Social Security	7,287		(5,580)	1,707
141-1-202-0000-0-72110-520410-0000-0003-202	State Retirement	13,318		(9,270)	4,048
141-1-202-0000-0-72110-521210-0000-0003-202	Medicare	1,704		(1,305)	399
	Total 72110 - Attendance	139,849	-	(106,155)	33,694
141-1-202-0000-0-72120-513110-0000-0003-202	Nurses	11,520			11,520
141-1-202-0000-0-72120-520110-0000-0003-202	Social Security	714			714
141-1-202-0000-0-72120-520410-0000-0003-202	State Retirement	1,693			1,693
141-1-202-0000-0-72120-521210-0000-0003-202	Employer Medicare	167			167
	Total 72120 - Health Services	14,094	-	-	14,094
141-1-202-0000-0-72130-512310-0000-0003-202	Supplemental Pay - Counselors	15,840			15,840
141-1-202-0000-0-72130-520110-0000-0003-202	Social Security	982			982
141-1-202-0000-0-72130-520410-0000-0003-202	State Retirement	1,632			1,632
141-1-202-0000-0-72130-521210-0000-0003-202	Medicare	230			230
	Total 72130 - Other Student Support	18,684	-	-	18,684
141-1-202-0000-0-72210-514090-0000-0003-202	Supplemental Pay - Site Directors	-	90,000		90,000
141-1-202-0000-0-72210-520110-0000-0003-202	Social Security	-	5,580		5,580
141-1-202-0000-0-72210-520410-0000-0003-202	State Retirement	-	9,270		9,270
141-1-202-0000-0-72210-521210-0000-0003-202	Medicare	-	1,305		1,305
	Total 72210 - Regular Education Instructional Support	-	106,155	-	106,155
	Total District	1,160,391	141,155	(105,406)	1,196,140

ACCOUNT CODE	DESCRIPTION	FY2022			AMENDED
		BUDGET 5/12/2022	INCREASE	DECREASE	BUDGET 6/16/2022
Charter Schools					
Chattanooga Girls Leadership Academy					
141-1-202-8001-3-71100-542910-0000-0003-202	Instructional Supplies	3,000		(2,000)	1,000
141-1-202-8001-3-71100-559990-0000-0003-202	Other Charges	21,398		(7,679)	13,719
	Total 71100 - Regular Instruction	24,398	-	(9,679)	14,719
Ivy Academy					
141-1-202-8002-3-71100-542910-0000-0003-202	Instructional Supplies	4,000		(3,700)	300
141-1-202-8002-3-71100-559990-0000-0003-202	Other Charges	23,430		(7,551)	15,879
	Total 71100 - Regular Instruction	27,430	-	(11,251)	16,179
Chattanooga Charter School of Excellence - Elementary					
141-1-202-8003-1-71100-542910-0000-0003-202	Instructional Supplies	-	1,000		1,000
141-1-202-8003-1-71100-559990-0000-0003-202	Other Charges	-	6,611		6,611
	Total 71100 - Regular Instruction	-	7,611	-	7,611
Chattanooga Charter School of Excellence - Middle					
141-1-202-8010-2-71100-542910-0000-0003-202	Instructional Supplies	3,000		(1,000)	2,000
141-1-202-8010-2-71100-559990-0000-0003-202	Other Charges	27,601		(10,875)	16,726
	Total 71100 - Regular Instruction	30,601	-	(11,875)	18,726
Chattanooga Preparatory School					
141-1-202-8011-3-71100-542910-0000-0003-202	Instructional Supplies	3,000		(3,000)	-
141-1-202-8011-3-71100-559990-0000-0003-202	Other Charges	27,049		(9,410)	17,639
	Total 71100 - Regular Instruction	30,049	-	(12,410)	17,639
Montessori Elementary at Highland Park					
141-1-202-8142-1-71100-559990-0000-0003-202	Other Charges	-	1,855		1,855
	Total 71100 - Regular Instruction	-	1,855	-	1,855
	Total Charter Schools	112,478	9,466	(45,215)	76,729
	Total Bridge Camps - Middle	1,272,869	150,621	(150,621)	1,272,869
Transportation					
District					
141-1-202-0000-0-72710-531410-0000-0000-202	Contracts w/ Public Carriers	819,994			819,994
	Total 72710 - Transportation	819,994	-	-	819,994
Chattanooga Girls Leadership Academy					
141-1-202-8001-3-72710-531410-0000-0000-202	Contracts w/ Public Carriers	6,129			6,129
	Total 72710 - Transportation	6,129	-	-	6,129
Ivy Academy					
141-1-202-8002-3-72710-531410-0000-0000-202	Contracts w/ Public Carriers	6,891			6,891
	Total 72710 - Transportation	6,891	-	-	6,891
Chattanooga Charter School of Excellence - Elementary					
141-1-202-8003-1-72710-531410-0000-0000-202	Contracts w/ Public Carriers	13,747			13,747
	Total 72710 - Transportation	13,747	-	-	13,747
Chattanooga Charter School of Excellence - Middle					
141-1-202-8010-2-72710-531410-0000-0003-202	Contracts w/ Public Carriers	7,687			7,687
	Total 72710 - Transportation	7,687	-	-	7,687
Chattanooga Preparatory School					
141-1-202-8011-3-72710-531410-0000-0003-202	Contracts w/ Public Carriers	7,549			7,549
	Total 72710 - Transportation	7,549	-	-	7,549
Montessori Elementary at Highland Park					
141-1-202-8142-1-72710-531410-0000-0000-202	Contracts w/ Public Carriers	5,540			5,540
	Total 72710 - Transportation	5,540	-	-	5,540
	Total Transportation	867,537	-	-	867,537
	TOTAL BUDGET	6,345,680	527,752	(527,752)	6,345,680

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 GATES GRANT FUNDING
 BUDGET FISCAL YEAR 2021-2022**
 The FY21 carryover balance is \$71,004.27

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			
		9/16/2021	INCREASE	DECREASE	AMENDED BUDGET 6/16/2022
141-5-424-0000-0-00000-4T4555-0000-0000	Restricted for Education	71,005			71,005
	Total Source of Funds	71,005	-	-	71,005

USE OF FUNDS SUMMARY

72130 Other Student Support	47,146	26,000	(26,000)	47,146
72210 Regular Instructional Support	23,859	-	-	23,859
Total Use of Funds	71,005	26,000	(26,000)	71,005

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			
		9/16/2021	INCREASE	DECREASE	AMENDED BUDGET 6/16/2022
Public Education Foundation - SEL					
141-5-424-0000-0-72130-519610-0000-9150	Stipends	8,173		(8,173)	-
141-5-424-0000-0-72130-520110-0000-9150	Social Security	507		(507)	-
141-5-424-0000-0-72130-520410-0000-9150	State Retirement	1,201		(1,201)	-
141-5-424-0000-0-72130-521210-0000-9150	Medicare	119		(119)	-
141-5-424-0000-0-72130-539990-0000-9150	Other Contracted Services	21,146	26,000		47,146
141-5-424-0000-0-72130-549990-0000-9150	Other Supplies & Materials	16,000		(16,000)	-
	Total 72130 - Other Student Support	47,146	26,000	(26,000)	47,146
	Total Public Education Foundation - SEL	47,146	26,000	(26,000)	47,146
Instructional Partners - Math					
141-5-424-0000-0-72210-514090-0000-9140	Stipends	6,662			6,662
141-5-424-0000-0-72210-520110-0000-9140	Social Security	413			413
141-5-424-0000-0-72210-520410-0000-9140	State Retirement	687			687
141-5-424-0000-0-72210-521210-0000-9140	Medicare	97			97
141-5-424-0000-0-72210-552410-0000-9140	In Service/Staff Development	12,000			12,000
141-5-424-0000-0-72210-579010-0000-9140	Equipment	4,000			4,000
	Total 72210 - Reg Instructional Support	23,859	-	-	23,859
	Total Instructional Partners - Math	23,859	-	-	23,859
	TOTAL BUDGET	71,005	26,000	(26,000)	71,005

**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: June 16, 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.
- Use of \$750,000 of unassigned fund balance for summer work to repair and improve playground equipment
- Commit unassigned fund balance for support of these potential needs in FY23 listed below.
 - Commitment of \$1,200,000 for potential shortfall for School Nutrition to support proposed FY23 salary increase. Any funds not needed will be released back to unassigned fund balance.
 - Commitment of \$360,000 for potential shortfall for School Nutrition to support proposed FY23 salary increase. Any funds not needed will be released back to unassigned fund balance.

Note the amount encumbered for purchase orders at 6/30/21 was \$10,183,647. The final amount appropriated to meet the FY21 year end purchase orders was \$2,000,377 for General Purpose Funds, \$48,702 for Federal Funds, and \$287,946 for Self-funded. This action was approved at the May 12, 2022.

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 as well as the use and commitment of unassigned fund balance.

Hamilton County Schools
 General Purpose Budget Amendment - Transfers between Accounts
 Fiscal Year 2022
 June 16, 2022

Munis Account Number	Type	Department	Object Description	FY22 Position Increase/Decrease	FY22 Revised Budget Increase/(Decrease)
141-1-853-0000-0-72130-539990-0000-0000	E	SEAD	Other Contracted Services		59,605.00
141-1-839-0000-0-72610-532810-0000-0000	E	Custodial Operations	Janitorial Services		(59,605.00)
141-1-825-0000-3-71100-539990-0000-0000	E	High/Middle Education	Other Contracted Services		300,000.00
141-1-032-0000-0-72120-513120-0000-0000	E	Health Services	Contract Nurse		(300,000.00)
141-1-801-0000-0-72320-516210-0000-0000	E	Superintendent	Clerical Personnel	(1.00)	(74,221.00)
141-1-801-0000-0-72320-521210-0000-0000	E	Superintendent	Employer Medicare		(1,076.00)
141-1-801-0000-0-72320-529930-0000-0000	E	Superintendent	Short Term Disability		(550.00)
141-1-801-0000-0-72320-520110-0000-0000	E	Superintendent	Social Security		(4,602.00)
141-1-801-0000-0-72320-520410-0000-0000	E	Superintendent	State Retirement		(8,907.00)
141-1-801-0000-0-72320-529910-0000-0000	E	Superintendent	Other Fringe Benefits		(360.00)
141-1-809-0000-0-72310-516110-0000-0000	E	Board Of Education	Clerical Personnel	1.00	74,221.00
141-1-809-0000-0-72310-521210-0000-0000	E	Board Of Education	Employer Medicare		1,076.00
141-1-809-0000-0-72310-529930-0000-0000	E	Board Of Education	Short Term Disability		550.00
141-1-809-0000-0-72310-520110-0000-0000	E	Board Of Education	Social Security		4,602.00
141-1-809-0000-0-72310-520410-0000-0000	E	Board Of Education	State Retirement		8,907.00
141-1-809-0000-0-72310-529910-0000-0000	E	Board Of Education	Other Fringe Benefits		360.00
141-1-816-0000-0-71100-544920-0000-0000	E	Textbook	Textbooks-Consumables		70,000.00
141-1-839-0000-0-72610-532810-0000-0000	E	Custodial Operations	Janitorial Services		(70,000.00)

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: June 16, 2022

SUBJECT: Budget Amendment – School Nutrition

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

- Increase in revenue based on actual activity for the year and corresponding expenses as indicated in below.

471140	USDA-Other	\$ (650,000.00)
542210	Food Supplies	\$ 650,000.00

**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. James Corbin, Student Security Coordinator

Date: June 2, 2022

Subject: COPS School Violence Prevention Program Grant

The Administration is requesting acceptance and approval of an application to the FY22 COPS School Violence Prevention Program. This grant may provide funding up to \$500,000 over 3 years to support school safety initiatives including the replacement of aging surveillance camera equipment at several schools.

The grant will cover up to 75% of the total project cost and the remaining 25% must be covered by non-federal matching funds. The \$166,667 matching requirement will be covered by the TN Safe Schools Grant which will fund security cameras at schools that have identified this need in their school safety assessments.

Thank you for your consideration of this request.

HAMILTON COUNTY DEPARTMENT OF EDUCATION
GRANT SUBMISSION APPROVAL FORM



All grants must be pre-approved by the Principal to ensure alignment with school/HCDE goals. All grants \$2,500 and over must have pre-approval from Central Office before applying for the grant. All Federal and State grants regardless of value must have Central Office approval and must flow through the Central Office finance system, not the school.

GRANTS between \$2,500 and \$9,999 must be pre-approved by the Chief Schools Officer and the Chief Financial Officer. Please submit this form, along with a copy of your grant proposal and budget to the Chief Schools Officer, 14 days before grant deadline date (with the exception below for board approval).

GRANTS between \$10,000 and \$99,999 must be pre-approved by the Chief Schools Officer and the Chief Financial Officer and require additional approval by the Superintendent and School Board Chairman. Please submit this form, along with a copy of your grant proposal and budget to Chief Schools Officer, 14 days before grant deadline date (with the exception below for board approval).

GRANTS \$100,000 and above and those requesting matching funds must be pre-approved by the Chief Schools Officer, the Chief Financial Officer, the Superintendent, School Board Chairman and require School Board Approval. Please submit this form, along with a copy of your grant proposal and budget to the Chief Schools Officer, 21 working days prior to the next scheduled school board meeting.

SCHOOL/INSTITUTION: Hamilton County Schools DATE: 05/27/2022

GRANT TITLE: COPS School Violence Prevention Program

AMOUNT OF GRANT: \$ 500,000 GRANT DEADLINE DATE: 06/21/2022

FUNDING AGENCY: US Department of Justice

MATCHING FUNDS REQUESTED: [X] Yes [] No SOURCE OF MATCHING FUNDS: TN Safe Schools Grant

DocuSigned by: Robert Sharpe 05/27/2022
Signature of Principal/Supervisor

Dr. James Corbin
Name of Grant Writer

Chief over Department (if applicable)

*** Please attach a summary and budget to this Grant request***

APPROVED BY SCHOOL BOARD

SCHOOL BOARD APPROVAL REQUIRED: [X] YES [] NO

RECOMMEND APPROVAL FOR SUBMISSION:

DocuSigned by: Robert Sharpe 05/31/2022
Chief Schools Officer

Federal Programs Director (if applicable)
DocuSigned by: Mary Ellen Henton 05/31/2022
Chief Financial Officer

DocuSigned by: Dr. Justin Robertson 05/31/2022
Superintendent (if applicable)

Board Chairman (if applicable)

Final Approval Date

1. School Safety Planning Efforts. All schools in Hamilton County Schools (HCS) have developed comprehensive safety plans through a partnership with Navigate360. In 2016, the Tennessee Department of Education presented its school safety plan template. To facilitate these school safety planning and assessment efforts, Tennessee partnered with Navigate360 to use its Safety Plan Wizard in all K-12 schools. In accordance with state mandate, HCS has adopted this comprehensive safety plan to keep students and staff safe and prepare for emergency situations. The Navigate360 Emergency Management system stores important school safety plans and associated information, such as call lists, personnel photos, building maps, and detailed floor plans in a secure cloud environment. It offers authorized users and first responders, including 911 operators, immediate, real-time access to this information from any web-authorized device.

In 2019, HCS hired Student Security Coordinator, Dr. James Corbin. Dr. Corbin is a veteran police officer and educator. He has provided school safety training at the national level. Prior to joining HCS, Dr. Corbin operated a school safety-focused criminal justice training company. He has developed and presented training on school safety to law enforcement officers and school personnel across the country and conducted school site evaluations. As the Student Safety Coordinator for HCS, Dr. Corbin works with schools, the district, and local law enforcement to plan and monitor procedures to provide safe and secure facilities across HCS. He helps schools refine school safety plans and coordinate regular school building safety reviews. He also develops security training for school personnel, manages school-level emergency response teams, identifies security issues, and makes recommendations for correction. Dr. Corbin serves as the point of contact for school SROs and SSOs, the Hamilton County Sheriff's Department, the Chattanooga Police Department, and other community law enforcement, fire departments, and municipal departments to ensure coordination of public safety services.

A shortage of School Resource Officers has been a challenge at Hamilton County Schools for many years. Since the Chattanooga City Schools merged with Hamilton County Schools in 1997, the Hamilton County Sheriff's Office has struggled to hire, train, and retain an adequate number of dedicated School Resource Officers for all of our schools. Currently, only 24 SROs are available to cover our 79 school buildings. This presents a significant gap in coverage during the event of an attack or other emergency on school grounds.

The lack of a highly qualified, well-trained law enforcement officer makes many of our schools vulnerable to school safety issues and negatively impacts school climate. Hamilton County Schools has attempted to attract new SROs by offering a signing bonus coupled with a multi-year contract, but these efforts have proven unsuccessful. In order to ensure each school has a trained safety officer on site, HCS has begun hiring and training non-sworn School Safety Officers (SSOs) to provide coverage to schools without a dedicated SRO.

A 2021 assessment of the school safety technology has identified that, of the 3500 security cameras across the district, approximately 75% are aging beyond their useful life, and roughly 15% are considered obsolete (10+ years). The significant limitations of this outdated technology leaves schools vulnerable during emergency situations due to issues such as low resolution images and limited line of sight. In 2022, we began Phase I of replacing these outdated cameras with funding from the FY22 COPS School Violence Prevention Program. This proposal will enhance this effort by initiating Phase II of replacing cameras that are past their useful life.

Each school in our district has an approved Emergency Management Plan, per state mandate. Using Navigate 360's Safety Plan Wizard, each school has developed a comprehensive safety plan. These plans are assessed and completed every year, are individualized to each school's needs, and submitted to the state of Tennessee for approval. Threat assessment processes and procedures are developed through Navigate 360 as part of the state mandated

Emergency Operations Planning process. Hamilton County Schools is currently in the process of working with a threat assessment consultant to improve these efforts, including reviewing available threat assessment software.

School climate varies greatly from school to school. Each school's administrators are responsible for regularly assessing school climate and recommending plans for improvement. Three of the top district-level efforts to improve school climate are:

1. **Focus on whole-child wellness.** Bolstering Social Emotional Learning (SEL) opportunities, implementing mindfulness meditation during the school day, increasing access to school social workers, and developing Individualized Student Success Plans (ISPs) to evaluate each student for additional wraparound supports to help them succeed.
2. **Safe Schools Learning Environment.** The Safe Schools Learning Environment Team ensures that a safe and supportive learning atmosphere exists to increase academic outcomes for all students. Professional development, student training, resources, and support are crafted from school-collected data to address issues while engaging the community stakeholders to foster a healthier school climate.

In 2020, HCS Student Safety Officers completed a 128-hour training class to help refine and enhance the skills necessary to keep the students, parents, staff, and communities in our schools safe. The course enhanced the officer's skills and knowledge in areas specific to our schools and to help create a safe, secure learning environment. Trainings included: active shooter response training from Signal Mountain Police Department and the Signal Mountain Fire Department; advanced firearms training at the Chattanooga Police Department (CPD) firing range; training on Juvenile Law in Tennessee from local judges; preparation for criminal cases from the ADA; gang intervention from CPD; child abuse recognition and mandatory reporting from Tennessee CPS; and human trafficking in Tennessee from the T.B.I. and Willow Bend Farms Recovery

Home. Other instruction included in the class were: a history of school-based policing, search and seizure in the educational environment, the standard response protocols, as created by the “I Love You Guys Foundation,” dealing with mental health crises and special needs students, how to conduct and prepare a school site safety evaluation, mentoring in schools, teaching techniques, report writing, defusing and preventing school violence, crisis response, and how to recognize and intervene with a student that may be contemplating suicide.

Schools are required to conduct at least two fire drills in the first thirty days of school, with at least one additional fire drill per month during the school year. Additional drills (tornado, intruder, etc.) occur three times during the year, in accordance with state and local regulations.

The Hamilton County Sheriff’s Office oversees our SROs. The Chattanooga Police Department provides training units to our Student Security Officers and CPD cars regularly patrol schools in Chattanooga to promote a safe school climate. HCS partners with school-based nonprofit STARS Chattanooga to provide anti-bullying and anti-drug programming. STARS supports schools with professional development including Restorative Practices, Olweus Bullying Prevention, ACE’s and RTI2 Behavior Support); student training (MOVE2STAND, peer mediation, conflict resolution, life skills, and anti-bullying); and alternative to full suspension for tobacco and/or alcohol-related offenses.

HCS Safe Schools personnel regularly interact with PTSAs and other parent groups to strengthen relationships with families. Each school also offers a variety of after school programs like Extended Day, Boys and Girls Club, YMCA, and others to provide safe after school activities for students. These partners and activities vary by school site.

2. Funding Request and Integration. The allowable evidence-based school safety interventions that we are seeking funding for will be integrated into existing comprehensive school safety and climate planning efforts by increasing coordination with law enforcement through hiring

additional school-based SSOs and supervisory staff, updating aging security camera equipment, and implementing visitor management and camera software. The goal of this project is to improve coordination with law enforcement and emergency services to ensure the safety and security of students, teachers, and staff at our schools. We will accomplish this goal through achieving the following objective:

- A. Install 1000 high definition, wide angle cameras to improve visibility and coordination with law enforcement and emergency services.

Equipment purchased through this project will be used to replace aging equipment that is already in the schools, and therefore will not add a punitive or prison-like atmosphere to schools. HCS abides by privacy laws including FERPA with respect to photo or video footage of students.

The project addresses the following authorized purpose areas under the grant statute:

Coordination with local law enforcement. SSOs and their supervisors coordinate with local law enforcement and school personnel to ensure student safety and swift response to emergency situations. The Chattanooga Police Department and 9-1-1 center will have remote access to the new security cameras, increasing coordination and reducing delays in response to emergencies.

Placement and use of metal detectors, locks, lighting, and other deterrent measures.

Security cameras help deter violent/criminal behavior, monitor campus safety, and provide visuals to school safety staff and law enforcement during emergency situations.

Acquisition and installation of technology for expedited notification of local law enforcement during an emergency. Current video technology will improve capacity to identify and monitor emergency situations, and to coordinate response with local law enforcement.

Funds will be used to:

1. Replace outdated security equipment at schools. In 2021, a school safety assessment identified that approximately 75% of our 3500 security cameras are aging beyond usefulness. This outdated technology limits visibility and prevents us from remotely connecting visuals to law enforcement. In order to ensure cameras are operational and compatible with software, we will upgrade the oldest equipment using grant funds. In 2022, we received a COPS SVPP grant to implement Phase I of this equipment replacement effort. This grant will support Phase II by replacing an additional 1,000 aging security cameras.

3. Management and Implementation Plan.

Dr. James Corbin, School Security Coordinator, will be responsible for ensuring effective implementation of the SVPP project. In addition to his extensive experience developing and implementing school safety training programs, Dr. Corbin has over 20 years of experience in law enforcement (11 years as an SRO), and over ten years of experience as a classroom teacher.

Management and Implementation Plan:		
Key Implementation Activities	Responsible	Timeline
Grant contract review and approval	Board of Education	Upon grant award
Develop RFP for equipment needs; post RFP and review responses; select vendor and make purchases	Director of Purchasing; Information Technology Coordinator	Q1
Install and test equipment	Information Technology Coordinator	Q2
Maintain equipment	Information Technology Coordinator	Ongoing
Provide ongoing supervision, training, and coordination with law enforcement	Student Safety Coordinator	Ongoing
Grant Reporting	Student Safety Coordinator	Ongoing

	& Finance Staff	
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Purchases over \$25,000 require sealed bids and public advertisement at least ten (10) days prior to opening of the bid. The Board of Education approves the bid recommendation at the next scheduled meeting. Sole Source or Proprietary procurements require written documentation supporting the reason a sole source or proprietary product was necessary.

Key stakeholders for the proposed project include the Chattanooga Police Department, Hamilton County Sheriff's Department, other community law enforcement agencies, fire departments, municipal departments, school principals, teachers, and other school personnel.

4. Sustainability Plan. HCS is deeply committed to maintaining a safe environment and positive school climate. Over the last two years, the School Board has approved funding for additional security personnel, visitor management systems for check-in and out, electronic locking entrances with video confirmation of visitors, and enhanced camera systems. To make the best use of grant funds, the budget consists primarily of one-time expenses, or the purchase of equipment with a 7+ year lifespan. Salaries and fringe for all personnel involved in the project, including the Unit Supervisor, Learning Community Supervisors, Student Security Officers, and School Security Coordinator, will be maintained on an ongoing basis through the HCS budget.

Equipment and technology will be maintained through the HCS Information Technology Department, under the direction of Mr. Ron Cramer, Coordinator of Information Technology. HCS will continue to seek available resources to replenish security equipment, including Federal, State, and local grant funds, and donors through the Hamilton County Schools Foundation.

5. Budget Summary. The budget includes security camera upgrade costs. Grant funds will be matched with Tennessee State Safe Schools funding, which will cover the required 25% match amount.

Category	Line Item	Federal Share (75%)	Matching Funds (25%) (Source: TN Safe & Sound)
Equipment	Surveillance Cameras	\$500,000	\$166,667
TOTAL			

Schools Grant)

666,667

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Equipment	Surveillance Cameras	\$500,000	\$166,667
TOTAL			

schools Grant)

666,667

**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. Marsha Drake, Chief Equity Officer

Date: June 16, 2022

Subject: OJJDP Enhancing School Capacity to Address Youth Violence Grant

The Administration is requesting acceptance and approval of an application to the FY22 OJJDP Enhancing School Capacity to Address Youth Violence Grant. This grant will provide funding up to \$985,257 over 3 years to support the development and expansion of strategies that increase school safety by preventing and reducing school violence.

Thank you for your consideration of this request.

HAMILTON COUNTY DEPARTMENT OF EDUCATION
GRANT SUBMISSION APPROVAL FORM



All grants must be pre-approved by the Principal to ensure alignment with school/HCDE goals. All grants \$2,500 and over must have pre-approval from Central Office before applying for the grant. All Federal and State grants regardless of value must have Central Office approval and must flow through the Central Office finance system, not the school.

GRANTS between \$2,500 and \$9,999 must be pre-approved by the Chief Schools Officer and the Chief Financial Officer. Please submit this form, along with a copy of your grant proposal and budget to the Chief Schools Officer, 14 days before grant deadline date (with the exception below for board approval).

GRANTS between \$10,000 and \$99,999 must be pre-approved by the Chief Schools Officer and the Chief Financial Officer and require additional approval by the Superintendent and School Board Chairman. Please submit this form, along with a copy of your grant proposal and budget to Chief Schools Officer, 14 days before grant deadline date (with the exception below for board approval).

GRANTS \$100,000 and above and those requesting matching funds must be pre-approved by the Chief Schools Officer, the Chief Financial Officer, the Superintendent, School Board Chairman and require School Board Approval. Please submit this form, along with a copy of your grant proposal and budget to the Chief Schools Officer, 21 working days prior to the next scheduled school board meeting.

SCHOOL/INSTITUTION: Hamilton County Schools DATE: 05/27/2022

GRANT TITLE: OJJDP Enhancing School Capacity to Address Youth Violence

AMOUNT OF GRANT: \$ 985,257 GRANT DEADLINE DATE: 06/21/2022

FUNDING AGENCY: US Department of Justice

MATCHING FUNDS REQUESTED: [] Yes [X] No SOURCE OF MATCHING FUNDS:

DocuSigned by: Dr. Marsha Drake 06/01/2022
Signature of Principal/Supervisor

Cassie Davis
Name of Grant Writer

Chief over Department (if applicable)

*** Please attach a summary and budget to this Grant request***

APPROVED BY SCHOOL BOARD

SCHOOL BOARD APPROVAL REQUIRED: [X] YES [] NO

RECOMMEND APPROVAL FOR SUBMISSION:

DocuSigned by: Robert Sharpe 06/01/2022
Chief Schools Officer

Federal Programs Director (if applicable)
DocuSigned by: Mary Ellen Henton 06/02/2022
Chief Financial Officer

DocuSigned by: Dr. Justin Robertson 06/02/2022
Superintendent (if applicable)

Board Chairman (if applicable)

Final Approval Date

Proposal Abstract

In partnership with multiple local family and child-serving organizations, Hamilton County Schools will support the development and expansion of strategies that increase school safety by preventing and reducing school violence. Hamilton County Schools will partner with community-based organizations including the Children's Advocacy Center, CALEB, and the Family Justice Center, to implement a school violence reduction and prevention program incorporating evidence-based practices proven to improve school climate and reduce violence. The program will target schools with high rates of disciplinary action and/or disproportionate disciplinary rates. The goals of the program are to: (1) reduce the incidence of school violence through improved school safety and climate and (2) prevent youth violence, delinquency, and victimization in the community. This effort builds on existing school safety and violence intervention and prevention efforts. The project will rely on the regular collaboration of multidisciplinary community intervention teams as well as families and youth to identify intervention and treatment services and wraparound community supports.

Hamilton County Schools will serve as the fiscal lead and will coordinate grant related activities with community partners. We will convene a multidisciplinary team that meets regularly to review cases and identify a "backpack" of services that is individualized for each participating youth. Intervention efforts will focus on individual student needs and will rely on family engagement as a critical change agent. A full-time Project Coordinator will lead these efforts and will be responsible for ensuring adherence to grant requirements and overseeing the grant activities carried out by our collaborative partners.

Prevention strategies will focus on creating a positive school climate and embracing proactive efforts to reduce incidences of violence in the schools.

OJJDP has identified the following specific program objectives:

- a. Improve school capacity to prevent and intervene early to incidents of violence;
- b. Enhance and expand partnerships between school systems and community-based organizations to address school violence;
- c. Expand opportunities for family engagement with school personnel to mutually address risk factors for violence; and
- d. Improve communication between home and school to enhance protective factors for student success.

The following required deliverables will be developed during project design and implementation:

1. Develop a school safety strategic plan that is informed by available local data and existing plans. This strategic plan is to be submitted within 9 months of the date of the award and should be comprehensive and updated annually as a key deliverable.
2. Identify a service network of CBOs that have experience in operating violence prevention and early intervention programs with youth and families. This network will offer a bridge between families and the identified school to prevent and reduce violence.
3. Develop program strategies that provide the target youth population with service "backpacks" that are individualized to the particular student and engage the family as a critical change agent for the student.
4. Implement prevention strategies for all students that help to supplement the interventions for the target youth population and build a positive school climate.

*FY22 OJJDP Enhancing School Capacity to Address Youth Violence
Hamilton County Schools - Proposal Abstract*

If awarded, Hamilton County Schools will work closely with the selected training and technical assistance provider for this initiative and include our community partners and stakeholders in the collaborative learning process that the training and technical assistance provider will establish.

Proposed Project Budget

YEAR 1 OF 3

Category	Item	Total
A. Personnel	1.0 FTE Coordinator Salary	\$67,849
B. Fringe Benefits	1.0 FTE Coordinator Benefits (Classified)	\$24,393
C. Travel	-	-
D. Equipment	-	-
E. Supplies	Training Materials (paper, pens, flip charts)	\$7,000
F. Construction	-	-
G. Subawards	Community Partners (victim advocacy, mental health services, evidence-based violence prevention programs, collaboration and planning)	\$200,000
H. Procurement Contracts	Staff Training (evidence-based violence prevention training)	\$25,000
I. Other Costs	-	-
J. Indirect Costs		\$4,177
TOTAL		\$328,419

Proposal Abstract

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2. Identify a service network of CBOs that have experience in operating violence prevention and early intervention programs with youth and families. This network will offer a bridge between families and the identified school to prevent and reduce violence.
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TOTAL		\$328,419

**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: June 16, 2022

RE: **Internal School Funds Write-off**

Per our external audit group, Mauldin and Jenkins, Board approval is recommended to formally write-off the cash theft balances below. The cash theft occurred before the school had the opportunity to receipt and properly account for the funds. The District deems the balances closed and does not expect further collection.

- 1) FY2018, Sale Creek Middle/High School: Estimated at \$325
 - a) Funds went missing from the principal's office on October 12, 2017. The amount could only be estimated and was not recovered.

- 2) FY2019, Central High School: Estimated at \$2,480
 - a) The former head football coach collected facility use payments totaling at least \$2,480 from two semi-pro football teams that played their home games at the Central High School football field. The football coach failed to remit the payments to the school.

Hamilton County, Tennessee Schools Internal School Funds
 Schedule of Cash Shortages and Other Thefts - Current and Prior Periods
 For the Period of July 1, 2020 through June 30, 2021

	Fiscal Year First Reported	Original Audit Finding Number / Reference	Original Amount of Shortage	Beginning Balance	Current Year Shortage	Current Year Reduction	End of Year Balance	Status at June 30, 2021
1	2018	2018-001	\$ 325.00	\$ 325.00	\$ -	\$ -	\$ 325.00	No actions taken.
2	2019	2019-001	2,480.00	2,480.00	-	-	2,480.00	No actions taken.
Total of Shortages as of June 30, 2019			\$ 2,805.00	\$ 2,805.00	\$ -	\$ -	\$ 2,805.00	

Explanation of Cash Shortages

- Gate collections from a football game at Sale Creek Middle/High School went missing from the principal's office on October 12, 2017. The amount could only be estimated and was not recovered.
- The former CHS head football coach collected facility use payments totaling at least \$2,480 from two semi-pro football teams that played their home games at the CHS football field, and the football coach failed to remit the payments to the school.

Procedures - we met with Kim Myers at the School District to confirm the District has received no payments on the amounts noted above. The beginning balances were tied to the report cited in the prior year's report. The Board has not formally written off the balances however, the District deems the balances closed and expects no further collection. Write-off will occur in



MEMORANDUM

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

From: Mary Ellen Heuton, Chief Financial Officer
 Angelia Askins, Director of Federal Programs
 Sarah Evans, Director of Exceptional Education

Date: June 16, 2022

Subject: SY23 Federal Programs Consolidated Application

Notification to the Board of preliminary Consolidated Application awards. Pending approval of the SY23 Consolidated Application by TDOE.

Name	Description	Director/Coordinator	Estimated Allocation
Title I-A	Students in Poverty	Angelia Askins	\$14,812,362.04
Title II-A	Teacher Quality; Teacher and Principal Professional Development	Angelia Askins	\$1,833,007.34
Title III-A	English as a Second Language	Diego Trujillo	\$476,716.28
Title I-A Neglected	Serving students who are neglected	Angelia Askins	\$156,040.63
Title I-D	Serving students who are delinquent	Angelia Askins	\$64,704.68
Title I-C	Serving students who are migrant	Diego Trujillo	\$9,406.78
Title IV Part A	Student Support and Academic Enrichments	Angelia Askins	\$963,699.53
IDEA Part B	Special Education Services for eligible students ages 3-21	Sarah Evans	\$10,253,354.00
IDEA Preschool	Special Education Services for eligible students ages 3-5	Sarah Evans	\$277,071.00
Grant Total			\$28,846,362.28

Summaries of how funds will be used.

Federal Programs Summary

Title I-A: Improving the Academic Achievement of the Disadvantaged

Public Schools – Title I supports HCS Schools, Charter Schools, Private Schools and Neglected and Delinquent facilities. The funds will be used to pay for supplemental teachers, interventionists, curriculum coaches for

literacy and numeracy, educational assistants, parent coordinators, Family Partnership Specialists, instructional materials, instructional equipment, educational field experiences, parental involvement, and staff development (*Elementary and Secondary Education Act of 1965*, as amended, Title 1, Part A; 20 U.S.C. 6301-6339, 6571-6578).

Pre-Kindergarten – There are 20 pre-kindergarten classes in the district that will be fully or partially funded by Title I. The funds will be used to pay for teachers, educational assistants, instructional materials, instructional facilitators, equipment, parental involvement, and staff development.

Parental Involvement – These funds are allocated to all Title I schools. The schools may use the funds for the following: Family Partnership Specialists; materials and supplies to support parent classes and meetings; refreshments to disseminate technical information for parent meetings, family literacy and numeracy nights. Additionally, funds will be used to provide Title I informational literature, and training opportunities.

School Support – The School Support account pays for district initiatives. Initiatives include: Pre-K, Diploma Completion program, Expectation Graduation, Homeless, Literacy and Numeracy coaches for priority schools, Parental Involvement, support to focus and reward schools, and one Director of elementary schools Title I support.

Indirect Costs – Covers costs not easily allocated to the grants, such as overhead, purchasing, accounting and payroll services, etc.

Title II-A: Teacher Quality, Professional Development Recruitment/Retention

These funds are used for personnel, and staff development of teachers and administrators [*Title IX*, Section 9501(b) (3)(B)].

Title III-A: English Language Acquisition/Language Enhancement/Academic Achievement

These funds are used for personnel, staff development of ELL teachers, SIOP training for general classroom teachers, administrators, instructional materials, and equipment (*English Language Acquisition, Language Enhancement, and Academic Achievement Act. SEC. 3101*).

Title I, A: Neglected

The purpose of Title I, A neglected is to provide services programs for children living in local institutions for neglected children. The students have been voluntarily or involuntarily placed in these facilities due to abandonment, neglect, or death of parent/guardian. Title I A Section 1115 of the Elementary and Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA), provides additional guidelines for programs and service. Funds will be used for the following: Give primary consideration to providing extended learning time, before and after school programs, summer programs and opportunities, help provide accelerated, high quality curriculum, including applied learning, tutoring, supplemental supports, minimize removing children from the regular classroom during regular school hours for instructions, provide professional development to teachers, principals, and staff, enhance instruction, parent engagement.

Title I, D: Delinquent

The purpose of the Title I, D program is to ensure youth who are in neglected or delinquent facilities or institutions: – meet challenging state academic content and achievement standards, are provided services to successfully transition from institutionalization to further schooling or employment, and are provided services to prevent dropping out of school. The students have been placed in this facility due to being adjudicated

delinquent or in need of supervision. Title I, D Section 1401 of the Elementary and Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA), provides additional guidelines for programs and services.

Funds are used for the following: Programs that assist children and youth with returning to local schools from correctional facilities, programs that assist in the transition of children and youth from facilities to the school environment, dropout prevention programs, coordination of health and social services such as: o A & D counseling, mental health services, mentoring and peer mediation, career and technical programs, career counseling, curriculum-based youth entrepreneurship. Section 1401 of the Elementary and Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA), provides additional guidelines for programs and services

Title I, C: Migrant

The purpose of Title I, Part C is to provide high-quality and comprehensive supplemental educational programs and services during the school year and, as applicable, during the summer or intersession periods, that address the unique educational needs of eligible migratory children who have not attained either a high school diploma or High School Equivalency Diploma (GED).

Title IV, Part A: *Student Support and Academic Enrichment (SSAE) Grant*

The purpose of Title IV, Part A is to improve students' academic achievement by increasing the opportunity for students to have access to a well-rounded education, improving school conditions for student learning (safe and healthy students), and improving the effective use of technology in order to improve the academic achievement and digital literacy of all students.

IDEA, Part B

These funds are used to provide Special Education Services for eligible students ages 3 -21 under Tennessee Code Annotated; Section 49-10-302, and Federal Regulations for CFDA # 84.027A. This grant covers special education teachers, educational assistants, support staff, staff development, supplies, equipment and contracted services.

IDEA, Part B: 619 Preschool

These funds are used to provide Special Education Services for eligible students ages 3-5 under Tennessee Code Annotated; Section 49-10-302, for IDEA, Part B 619 Preschool Grant, and Federal Regulations CFDA # 84.173A. This grant covers one preschool teacher, one preschool educational diagnostician, two preschool educational assistants, supplies and equipment for eligible preschool students.

FY23 Consolidated Application Approval for IDEA/ESEA
School Year 2022-23

LEA #330

LEA Name (Legal Name of Agency):Hamilton County Department of Education

LEA # <u>330</u>	LEA Name (Legal Name of Agency): Hamilton County Department of Education
LEA Legal Making Address Street Address <u>3074 Hickory Valley Rd</u> City <u>Chattanooga</u> State <u>Tennessee</u> Zip <u>37421</u>	

Consolidated Project begins July 1, 2022 and ends June 30, 2023.

The facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are true and correct to the best of my knowledge.

The Board of Education has reviewed and approved this project year application for filing.

This action is recorded in the official minutes of the Agency's Board meeting held on the date entered below:

June 16, 2022
Board Meeting Date



Director of Schools (Signature)

Justin Robertson

Director of Schools (Print Name)

6/16/22

Date Signed



Board of Education Official (Signature)

Tucker McClendon

Board of Education Official (Print Name)

6/16/2022

Date Signed

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

ACTION ITEM

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

FROM: Mary Ellen Heuton, Chief Financial Officer

DATE: June 16, 2022

SUBJECT: Approval of School Accounts Payable

The State requires every school to clear all contractual obligations by June 30 of each year. If this cannot be done, authorization to carry over accounts payable must be obtained from the Board of Education. The attached accounts payable items are being submitted for approval. These items could not be paid prior to fiscal year-end because orders were either not received, were partially received, or invoices were not yet available. Sufficient funds are on hand to cover these outstanding obligations.

Recommendation: It is recommended that the Board of Education approve the outstanding obligations at June 30, 2022, for carryover into the 2022-2023 fiscal year.

Attachment

Recommendation: It is recommended that the Board of Education approve contractual obligations at June 30, 2022, for carry-over into 2022-2023 Fiscal Year as follows:

<u>School Name</u>	<u>Amount</u>
Allen Elementary School	\$ 6,290.00
Alpine Crest Elementary School	\$ -
Apison Elementary School	\$ 7,802.20
Barger Academy of Fine Arts	\$ -
Battle Academy for Teaching and Learning	\$ 1,162.10
Big Ridge Elementary School	\$ 1,352.00
Brainerd High School	\$ 7,478.43
Brown Academy for Classical Studies	\$ -
Brown Middle School	\$ 275.00
Central High School	\$ 26,578.29
Chattanooga High Center for Creative Arts	\$ 34,247.02
Clifton Hills Elementary School	\$ -
Chattanooga School for Arts and Science	\$ 8,333.04
Chattanooga School for Liberal Arts	\$ 3,541.80
Daisy Elementary School	\$ 1,137.00
Dalewood Middle School	\$ 3,611.00
Dawn School	\$ -
Donaldson Elementary School	\$ -
Dupont Elementary School	\$ -
East Brainerd Elementary	\$ 5,375.56
East Hamilton Middle School	\$ 36,748.99
East Hamilton School	\$ 46,195.19
East Lake Academy of Fine Arts	\$ 275.00
East Lake Elementary School	\$ -
East Ridge Elementary School	\$ 5,700.00
East Ridge High School	\$ 2,033.37
East Ridge Middle School	\$ 275.00
East Side Elementary School	\$ -
Hardy Elementary School	\$ 1,284.80
Harrison Bay Future Ready Center	\$ -
Harrison Elementary School	\$ 400.00
Hixson Elementary School	\$ -
Hixson High School	\$ -
Hixson Middle School	\$ 275.00
Howard Connect Academy	\$ 275.00
Howard High School	\$ 6,418.95
Hunter Middle School	\$ 2,650.00
Loftis Middle School	\$ 9,765.96
Lookout Mountain Elementary School	\$ 88,389.25
Lookout Valley Elementary School	\$ 10,000.00

Recommendation: It is recommended that the Board of Education approve contractual obligations at June 30, 2022, for carry-over into 2022-2023 Fiscal Year as follows:

<u>School Name</u>	<u>Amount</u>
Lookout Valley High-Middle School	\$ 1,150.00
McConnell Elementary School	\$ -
Middle Valley Elementary School	\$ -
Nolan Elementary School	\$ 52,206.49
Normal Park Museum Magnet	\$ 564.02
North Hamilton County Elementary School	\$ 3,486.30
Ooltewah Elementary School	\$ -
Ooltewah High School	\$ 8,753.90
Ooltewah Middle School	\$ 4,275.00
Orchard Knob Elementary School	\$ -
Orchard Knob Middle School	\$ 275.00
Red Bank Elementary School	\$ 3,534.00
Red Bank High School	\$ 4,438.00
Red Bank Middle School	\$ 550.00
Rivermont Elementary School	\$ 327.00
Sale Creek Mid/High School	\$ 19,635.00
Sequoyah High School	\$ 3,000.00
Shepherd Elementary School	\$ -
Signal Mtn Middle/High School	\$ 17,282.02
Smith Elementary School	\$ 15,920.76
Snow Hill Elementary School	\$ 2,500.00
Soddy Daisy High School	\$ 12,214.84
Soddy Daisy Middle School	\$ 6,345.59
Soddy Elementary School	\$ -
Spring Creek Elementary School	\$ -
Stem School	\$ -
Thrasher Elementary School	\$ 5,138.50
Tyner Academy	\$ 550.00
Tyner Middle Academy	\$ 3,204.00
Washington Alternative	\$ -
Westview Elementary School	\$ 45,649.00
Wolftever Elementary School	\$ 942.94
Woodmore Elementary School	\$ -
	<u>\$ 529,812.31</u>

The State requires that each school clear all contractual obligations by June 30 of each year. If this cannot be done, written authorization for any carry-over must be obtained from the Board of Education. The following items are being submitted for approval.

<u>School Name</u>	<u>Vendor Name</u>	<u>Item</u>	<u>Name of Account</u>	<u>Amount</u>
Allen Elem	Follett School Solutions	Books	Library	\$ 4,000.00
	Modular Robotics	Cubelets	PTA	\$ 2,290.00
				\$ 6,290.00
Alpine Crest Elem	None			\$ -
				\$ -
Apison Elem	CDWG	2 TELEVISIONS AND MOUNTS	INSTRUCTION EQUIPMENT	\$ 1,932.20
	GLOBAL VENDING GROUP INC	BOOK VENDING MACHINE	LIBRARY BOOKFAIR	\$ 5,870.00
				\$ 7,802.20
Barger Academy	None			\$ -
				\$ -
Battle Academy	CDW	Chromebook accessories	Instr-Equip & BOE Instr Equip	\$ 1,162.10
				\$ 1,162.10
Big Ridge Elem	Coole School Inc	Agendas with handbook	Instruction General	\$ 1,352.00
				\$ 1,352.00
Brainerd High	BERA LEASING	MAY& JUNE ADMIN MACHINE LEASES	ADMIN-CONTRACTED SERVICES	\$ 282.65
	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 275.00
	RIDDELL ALL AMERICAN	FOOTBALL HELMETS/SHOULDER PADS	SANKOFA FUND GRANT	\$ 4,939.60
	DIEBOLD	GUIDANCE VAULT REPAIR	OPER/MAINT CONTRACTED SERVICES	\$ 300.00
	BEELER IMPRESSION	MAY & JUNE ADMIN COPIES	ADMIN-CONTRACTED SERVICES	\$ 383.23
	SCHOOL HEALTH CORP	AED LIFEPAK CHARGE/ELECTRODE PADS	ADMIN-SUPPL/ MATERIALS	\$ 247.95
	WRIGHTWAY SPORTS	SOFTBALL UNIFORMS	SOFTBALL	\$ 1,050.00
Brown Academy	None			\$ -
				\$ -
Brown Middle	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 275.00
				\$ 275.00
Central High	ESSA Group LLC	Meridian Array with auto deploy and two axis	Harbor Freight Grant	\$ 4,000.00
	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 550.00
	Varsity Spirit Fashions	Cheer uniforms, Backpacks, Jackets	Cheerleading	\$ 6,000.00
	Supply Room Inc	Shoulder Cords	JROTC	\$ 120.29
	The Athletic Shop	Basketball Uniforms	Boys Basketball	\$ 5,935.00
	Band Shoppe	Color Guard and Band Equipment and Uniforms	Band Special	\$ 2,000.00
	Band Shoppe	Color Guard and Band Equipment	Band Special	\$ 3,000.00
	Mid-South Ceramic	Kiln Skutt 1027 Environvent	Fund for Excel Art Music Grant	\$ 1,000.00
	Mid-South Ceramic	Kiln Skutt 1027 Environvent	Fine Arts and Music Allocation	\$ 1,000.00
	Mid-South Ceramic	Kiln Skutt 1027 Environvent	Art-Special	\$ 2,770.00
	Mid-South Ceramic	Kiln Skutt 1027 Environvent	Instruct-Equipment	\$ 48.00
	Mid-South Ceramic	Shipping	Instruct-Equipment	\$ 155.00
Chattanooga Center for Creative Arts	Guitar Center	Film lab equipment:Audio mixer, mics, cords	Bobby Stone Fdn Grant	\$ 3,294.86
	Playscripts	Scripts for next school year	Theatre Arts	\$ 70.96
	The Church on Main	Prom 2023 venue	Prom	\$ 7,500.00
	Dramatic Publishing	Scripts for next school year	Theatre Arts	\$ 143.60
	Lifetouch	Yearbooks	Yearbook	\$ 4,000.00
	College Board	AP Exams	Advanced Placement	\$ 14,000.00
	Ashley Lewis	Reimbursement for classroom paint	Oper/Maint Supplies	\$ 300.00
	PrintReady	School notecards	Instruc-General	\$ 367.61
	Batteries Plus Bulbs	Batteries	Performing Arts	\$ 72.00
	Apple Inc	MacBook Pro, Final Cut Pro software	Bobby Stone Fdn Grant	\$ 2,807.99
	JDH Company	Metal city scapes for wall installations	BOE-Facilities & Grounds	\$ 1,690.00

<u>School Name</u>	<u>Vendor Name</u>	<u>Item</u>	<u>Name of Account</u>	<u>Amount</u>
Clifton Hills Elem	None			\$ -
				\$ -
CSAS	River City Shredding	Paper shredding	Instruct-Contracted Servies	\$ 600.00
	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 550.00
	Purity Drinking Water	Water stations	Instruct-Contracted Servies	\$ 1,159.10
	Rain Dance Property Solutions	Field Maint	Athletics-Multiple	\$ 235.86
	Athletic Turf Management	Field Maint Treatments	Soccer-Boys HS	\$ 1,500.00
	Fish Mania	Live Coral, Heater,Rock, Water Primer	Magnet Prog/Fee	\$ 193.08
	Fish Mania	Live Coral, Digital Probe Therm	Magnet Prog/Fee	\$ 95.00
	Summit Sign and Safety	Safety Vests	Special Allocation/Oper/Supp & Material:	\$ 1,000.00
	Athletic Turf Management	Field Maint-Supplemental Fertilization Treatments	Soccer-Boys HS	\$ 3,000.00
				\$ 8,333.04
CSLA	Schoolmate	Agendas	Instruction-General	\$ 3,266.80
	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 275.00
				\$ 3,541.80
Daisy Elem	CDW	Box lights	BOE-Instr Equip	\$ 1,137.00
				\$ 1,137.00
Dalewood Middle	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 275.00
	Mercury Sports	Football Helmets refurbished	Football	\$ 1,836.00
	Shred-It USA	Paper shredding	BOE-Office Admin	\$ 1,500.00
				\$ 3,611.00
Dawn School	None			\$ -
				\$ -
Donaldson Elem	None			\$ -
				\$ -
Dupont Elem	None			\$ -
				\$ -
East Brainerd Elem	CDWG	printer	Admin Equipment	\$ 468.28
	Coole School	student agenda	Instruction general	\$ 2,907.28
	Saunya Goss	travel - conference exp reimburse June conf	Student teacher program	\$ 2,000.00
				\$ 5,375.56
East Hamilton Middle	BSN SPORTS	JERSEY, SHORTS, UNIFORMS	BASKETBALL - BOYS MS	\$ 3,442.77
	BSN SPORTS	JERSEY, SHORTS, UNIFORMS	BASKETBALL - GIRLS MS	\$ 3,405.54
	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 550.00
	CDW GOVERNMENT	CHROMEBOOKS AND CHARGER	JR HONOR SOCIETY	\$ 2,000.00
	FOLLET CONTENT SOLUTIONS	BOOKS FOR LIBRARY	LIBRARY AND LIBRARY - BOOKFAIR	\$ 1,500.00
	GIANT STEPS MUSIC CORPORATION	EUPHONIUMS	INSTR- BAND AND BAND SPECIAL	\$ 3,250.00
	GIANT STEPS MUSIC CORPORATION	BARI SAX, BASS CLARINET, TENOR SAX	BAND SPECIAL	\$ 11,062.00
	INDUSTRIAL COMMUNICATIONS	DTR700 RADIO, BATTERY, CHARGER	ADMIN- EQUIPMENT	\$ 2,038.68
	VARSITY SPIRIT FASHIONS	ALL CAMP CLOTHES, CHEER BAGS	CHEERLEADING- MIDDLE	\$ 9,500.00
				\$ 36,748.99
East Hamilton School	BSN SPORTS	UNIFORMS	FOOTBALL - HS	\$ 16,000.00
	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 715.00
	RIDDELL ALL AMERICAN	HELMET RECONDITIONING	FOOTBALL - HS	\$ 4,000.00
	ROGERS ATHLETIC COMPANY	32FT ZONE CHUTE	FOOTBALL - HS	\$ 4,500.00
	VARSITY SPIRIT FASHIONS	CAMP CLOTHES, SHOES, BACKPACKS	CHEERLEADING	\$ 14,000.00
	MFAC, LLC	STEEL DISCUS CAGE	TRACK - BOYS HIGH SCHOOL	\$ 2,380.00
	VARSITY SPIRIT FASHIONS	FILLER UNIFORMS	CHEERLEADING	\$ 1,200.00
	HERF JONES INC	YEARBOOK EXTRAS/INSERTS	YEARBOOK	\$ 1,500.00
	LEGEND FITNESS	ROLLED RUBBER GRIPPING FLOOR ADHESIVE	BOE- FACILITIES AND GROUNDS	\$ 1,900.19
				\$ 46,195.19
East Lake Academy	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 275.00
				\$ 275.00
East Lake Elem	None			\$ -
				\$ -
East Ridge Elem	Public Ed Fdn	E-lab filters	Oper/Maint Supplies	\$ 1,100.00
	HCDE-Maintenance	Front office remodel (chairs, countertop, labor)	BOE-Facilities & Grounds	\$ 4,600.00
				\$ 5,700.00
East Ridge High	Riddell	Football equipment	Football	\$ 1,483.37
	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 550.00
				\$ 2,033.37

<u>School Name</u>	<u>Vendor Name</u>	<u>Item</u>	<u>Name of Account</u>	<u>Amount</u>
East Ridge Middle	Arbiter Sports	1yr contract for payments to officials	Athletics - Gen Middle	\$ 275.00
				\$ 275.00
East Side Elem	None			\$ -
				\$ -
Hardy Elem	First Student	Red Clay State Park	Donation-Rockpoint Church	\$ 500.00
	First Student	Track meet at OHS	BOE-Field Trips'	\$ 200.00
	First Student	Audubon Acres	Donation-Rockpoint Church	\$ 584.80
				\$ 1,284.80
Harrison Bay Future Ready Ctr	None			\$ -
				\$ -
Harrison Elem	River City Shredding LLC	Shredding Service	Admin-Contracted Services	\$ 400.00
				\$ 400.00
Hixson Elem	None			\$ -
				\$ -
Hixson High	None			\$ -
				\$ -
Hixson Middle	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 275.00
				\$ 275.00
Howard Connect Academy	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 275.00
				\$ 275.00
Howard School	Jostens	Letter Jackets	Basketball Boys	\$ 1,488.00
	Jostens	Letter Jackets	Football	\$ 2,432.00
	Jostens	Letter Jackets	Basketball Girls	\$ 372.00
	Jostens	Letter Jackets	General Athletics	\$ 186.00
	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 550.00
	Riddell All-american	Football helmets	Football	\$ 1,390.95
				\$ 6,418.95
Hunter Middle	CDW Government	HALO IoT Smart Sensor (vape detector)	Oper/Maint Equipment	\$ 1,000.00
	CDW Government	HALO IoT Smart Sensor (vape detector)	Oper/Maint Equipment & PE	\$ 1,100.00
	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 550.00
				\$ 2,650.00
Loftis Middle	The Athletic Shop	Basketball Uniforms	Basketball-Boys MS	\$ 1,613.00
	School Datebooks, Inc	Student planners for SY23	Instruction-General	\$ 1,611.72
	Sports Spectrum	Team packs-Football uniforms	Football-Middle	\$ 2,400.00
	Sound Solutions	Microphone for school sound system	Oper/Maint Equipment	\$ 712.74
	Varsity Spirit	Cheerleading Uniforms	Cheerleading-Middle & Athletics-Gen Mic	\$ 3,428.50
				\$ 9,765.96
Lookout Mountain Elem	PCS	7 Promethean boards, mounts, accessories	PTA Donations	\$ 25,949.00
	CDW Government	Lenovo Chromebooks (2nd gen), tech support, support	PTA Donations	\$ 55,026.25
	PCS	Activpanel, mount, install, labor	Donations General	\$ 7,414.00
				\$ 88,389.25
Lookout Valley Elem	CDW Government	Chromebooks, services, asset tags	Instruc-Equipment	\$ 10,000.00
				\$ 10,000.00
Lookout Valley High-Middle School	CDW	Calculators	Special Allocation	\$ 600.00
	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 550.00
				\$ 1,150.00
McConnell Elem	None			\$ -
				\$ -
Middle Valley Elem	None			\$ -
				\$ -

<u>School Name</u>	<u>Vendor Name</u>	<u>Item</u>	<u>Name of Account</u>	<u>Amount</u>
Nolan Elem	AED Brands, LLC Gametime, Inc. PCS	1 CR Plus charge pak & 1 set of adult electrodes 8' Cosmic Station 11 Promethean Boards	Admin - Equipment	\$ 115.00
			PTA Donations	\$ 11,314.49
			Mountain Education Fund	\$ 40,777.00
				\$ 52,206.49
Normal Park Museum Magnet	CDW GOVERNMENT	Epson Powerlite 970-3LCD projector	Instruction-Equipment	\$ 564.02
				\$ 564.02
North Hamilton County Elem	CDW	Chromebook accessories	Instr-Equip & BOE-Instr Equip	\$ 3,486.30
				\$ 3,486.30
Ooltewah Elem	None			\$ -
				\$ -
Ooltewah High	BSN Sports Arbiter Sports Sports Spectrum BSN Sports BSN Sports The Athletic Shop BSN Sports BSN Sports Praters, Inc	Jerseys and Shorts 1yr contract for payments to officials Uniforms Jerseys and Shorts Jerseys and Shorts Padding (Back Order) Shirts & Shorts Shirts & Shorts Repair Gym Floor - Damaged by Seniors	Basketball - Boys HS	\$ 1,107.60
			Athletics-General	\$ 715.00
			Volleyball	\$ 2,459.00
			Basketball - Girls	\$ 1,600.00
			Basketball - Girls	\$ 1,600.00
			Basketball - Boys HS	\$ 447.90
			Athletics - General	\$ 400.00
			Cross Country	\$ 24.40
			Praters, Inc	\$ 400.00
				\$ 8,753.90
Ooltewah Middle	Champion Teamwear Arbiter Sports	Cheer Uniforms, Sheos, Bags, etc 1yr contract for payments to officials	Cheer	\$ 4,000.00
			Athletics-General	\$ 275.00
				\$ 4,275.00
Orchard Knob Elem	None			\$ -
				\$ -
Orchard Knob Middle	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 275.00
				\$ 275.00
Red Bank Elem	Bliss Products and Services	12" playground border	Oper/Maint Supp & Materials	\$ 3,534.00
				\$ 3,534.00
Red Bank High	Pasco Scientific Riddell All-american	Carbon dioxide sensor New helmets	Instr-Science	\$ 438.00
			Football	\$ 4,000.00
				\$ 4,438.00
Red Bank Middle	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 550.00
				\$ 550.00
Rivermont Elem	Gopher Sports Equipment Nasco	Outdoor competition Roller Coaster Engineering	Physical Education	\$ 109.00
			Inst- Loveridge	\$ 218.00
				\$ 327.00
Sale Creek Mid/High	Locker Pro Arbiter Sports	Locker frames, freight, locks, installation 1yr contract for payments to officials	BOE-Instr Equip & PTA	\$ 19,000.00
			Athletics-General	\$ 635.00
				\$ 19,635.00
Sequoyah High	JOSTENS	2021-2022 YEARBOOKS	SCHOOL YEARBOOKS	\$ 3,000.00
				\$ 3,000.00
Shepherd Elem	None			\$ -
				\$ -
Signal Mtn Middle/High School	CDW Government Arbiter Sports Riddell All American Common House The Athletic Shop	Brilliance Projector Lamp and HP Color LaserJet Pro Printer 1yr contract for payments to officials Helmets, shoulder pad kits, etc. 2023 Prom Venue Black/White Game Jerseys	MEF and Admin-Equipment	\$ 579.52
			Athletics-General	\$ 715.00
			Football - High	\$ 6,422.10
			Prom	\$ 8,065.40
			Football - High	\$ 1,500.00
				\$ 17,282.02

<u>School Name</u>	<u>Vendor Name</u>	<u>Item</u>	<u>Name of Account</u>	<u>Amount</u>
Smith Elementary	CENTRAL TECHNOLOGIES, INC.	INTERACTIVE BOARDS	MUSIC CLB	\$ 963.00
	CENTRAL TECHNOLOGIES, INC.	INTERACTIVE BOARDS	INST. EQUIPMENT	\$ 10,050.00
	STRYKER MEDICAL	LIFEPAK CR2 DEFIBRILLATOR	ADMIN EQUIP	\$ 1,407.76
	LIFETOUCH	YEARBOOKS	SCHOOL YEARBOOKS	\$ 3,500.00
				\$ 15,920.76
Snow Hill Elem	Coole School Inc	Student Planners	General Instruction	\$ 2,500.00
				\$ 2,500.00
Soddy Daisy High	Pitney Bowes	Postage Meter	Inst-Contract Svcs	\$ 2,245.14
	Purity Drinking Water	Water Machine	Inst-Contract Svcs	\$ 541.66
	VRC Companies	Shredding	Inst-Contract Svcs	\$ 880.04
	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 715.00
	EPB	Wrestling facility electricity	Wrestling	\$ 455.00
	The Athletic Shop	Jerseys, mouthpieces, socks, helmets	Football	\$ 3,730.00
	Sports Spectrum	Helmet decals, stripes, numbers	Football	\$ 3,648.00
				\$ 12,214.84
Soddy Daisy Middle	Amazon	LED display coding for kids	Battelle STEM Grant	\$ 98.00
	Arbiter Sports	1yr contract for payments to officials	Athletics - Gen Middle	\$ 275.00
	The Athletic Shop	Football jerseys, pants, mouthguards, etc.	Football	\$ 2,436.75
	Certified Lawn Care	Football field lawn application in May/June	Athletics - Gen Middle	\$ 280.00
	Crystal Springs	Water delivery/tank rental for June, 2022	Admin - Suppl./Materials	\$ 167.59
	CDW Government	HP Color LaserJet Pro Printer	Admin - Equipment	\$ 468.28
	NCA Competitions	Cheerleading Camp	Cheerleaders-Middle	\$ 2,567.00
	School Specialty LLC	Pyrex Vista Plastic Base Graduated Cylinders - 10 mL, pack of	Fred Skillern Donation	\$ 52.97
				\$ 6,345.59
				\$ -
Soddy Elem	None		\$ -	
			\$ -	
Spring Creek Elem	None		\$ -	
			\$ -	
Stem School	None		\$ -	
			\$ -	
Thrasher Elem	Industrial Communications	10 DTR700 radios	Admin - Equipment & Student Council	\$ 2,554.50
	AED Brands, LLC	2 CR Plus charge pak & 1 set of adult electrodes	Admin - Equipment	\$ 236.00
	PCS	1 Promethean Board	Mountain Education Fund	\$ 2,348.00
				\$ 5,138.50
Tyner Academy	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 550.00
			\$ 550.00	
Tyner Middle Academy	Sports Spectrum	Football Apparel, Equipment, Field Equipment	Football - Middle	\$ 1,900.00
	Arbiter Sports	1yr contract for payments to officials	Athletics-General	\$ 275.00
	Locker Pro	Locker Maintenance	Oper/Maint Contracted Serv	\$ 1,029.00
				\$ 3,204.00
Washington Alternative	None		\$ -	
			\$ -	
Westview Elem	CENTRAL TECHNOLOGIES	10 BOXLIGHTS AND INSTALLATION*	PTO DONATIONS	\$ 30,000.00
	CENTRAL TECHNOLOGIES	5 BOXLIGHTS AND INSTALLATION*	INSTRUCT - EQUIPMENT	\$ 15,000.00
	CENTRAL TECHNOLOGIES	BOXLIGHT CART AND LABOR*	INSTRUCT - EQUIPMENT	\$ 649.00
				\$ 45,649.00
Wolftever Elem	Gail Huffstutler	Hotel Cost- NAESP Conf. July 15-17. Taxes & Fees	BOE- Staff Development	\$ 692.94
	SSC SERVICE SOLUTIONS	Cleaning Service-June's rental use of WCE by Kairos	Rent - School Facilities	\$ 250.00
				\$ 942.94
Woodmore Elem	None		\$ -	
			\$ -	
			\$ 529,812.31	

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

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Justin Robertson, Ed.D
Superintendent

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

Karen Glenn
STARS/Safe Learning

DATE: June 16, 2022

RE: Year-End Bullying Prevention Compliance Report

Attached is Hamilton County Schools' Year-End Bullying Prevention Compliance Report for the 2021-2022 school year. Upon request, Karen Glenn will respond to any questions relative to this report.

Hamilton County Schools

Bullying/Harassment Prevention Compliance Report

6/16/2022

	2015-2016 Year-End Total	2016-2017 Year-End Total	2017-2018 Year-End Total	2018-2019 Year-End Total	2019-2020 Year-End Total**	2020-2021 Year-End Total**	2021-2022 Year-End Total
# of Reported Confirmed Cases	322	217	203	164	152	77	205
School Corrective Plan Provided	322	217	203	164	152	77	205
# Based on Race, Color or National Origin	10	23	8	10	15	5	26
# Based on Sex or Gender	39	29	17	14	27	9	39
# Based on Disability	7	6	15	13	2	11	4
# Using Electronic Technology	49	56	42	45	37	32	41
# Still Pending	0	0	0	0	0	0	0
# Involving Suspensions (less than 10 days)	146	88	81	56	53	27	96
# Involving Suspension (more than 10 days)	5	23	14	13	14	9	17
# Involving Discipline Other Than Suspension	195	155	117	98	93	48	141

**During the 2019-2020 school year, COVID-19 resulted in a shut down of in-person learning during the fourth quarter of the year. Therefore, the totals listed, are without any fourth quarter data.

**The 2020-2021 school year was comprised of multiple learning platforms impacting the consistency of the data collection.

Staff / Student Training

Staff training:

HR Canvas Course reflects 2,710 staff trained in Bullying Prevention; 2,659 trained in Title IX Compliance

Student training:

Move2Stand Training: 1,678 secondary students engaged in empathy-based training

1,483 fifth grade students signed "Kindness Matters" pledge; 252 recognized for "kind" deeds.

40 students trained as peer mediators

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

Middle Schools: (currently in Year 3 of 3-year pilot)

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

High Schools: (currently in Year 2 of 2-year pilot)

Brainerd, CCA, Sequoyah, Tyner Academy

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

MEMORANDUM

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

FROM: Mr. Blake Freeman, Executive Director, Teaching & Learning
Dr. Jamie Parris, High School Director, Teaching & Learning
Dr. Chrissy Easterly, Middle School Director, Teaching & Learning
Dr. Yvette Stewart, Elementary Director, Teaching & Learning

DATE: June 16, 2022

SUBJECT: Purchase of Textbook Instructional Resources

The recommendation is made for approval of these high-quality math instructional resources for use in Hamilton County classrooms, K-12. Cost for each includes shipping.

GRADE/COURSE	RECOMMENDED TEXTBOOK	COST
Middle School Algebra 1, High School Algebra 1, Geometry, Algebra 2	CollegeBoard/SpringBoard Math (Student & Teacher Edition)	\$124,550.38

GRADE/COURSE	RECOMMENDED TEXTBOOK	COST
Grades K-8	I-Ready Classroom Textbooks & PD (Curriculum Associates)	\$787,000
	I-Ready Digital and Teacher Toolbox & PD	\$1,188,725
	GRAND TOTAL	\$2,100,275.38



Memorandum

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

FROM: Dr. Neelie Parker, Chief of Opportunity and Access
Kelly Coffelt, Charter Schools Coordinator

DATE: June 16, 2022

RE: Charter Agreement between HCS and ChattAcademy

ChattAcademy's application for a new charter school in Hamilton County was approved by the board at the May 2022 regular meeting. The attached charter agreement was drafted by Scott Bennett of Bennett and DeCamp, PLLC.

When signed by both the board chair and superintendent, as well as ChattAcademy's leader, the charter is good for a period of 10 years per state law with a mandatory 5 year review.

CHARTER AGREEMENT

This Charter Agreement is entered into this, the __ day of June, 2022, by and between the Hamilton County Board of Education (the “Chartering Authority”), and ChattAcademy Community Schools, Inc. (the “Sponsor”), a Tennessee non-profit corporation (collectively, the “Parties”).

RECITALS:

WHEREAS, the State of Tennessee enacted the Tennessee Public Charter Schools Act of 2002 (Tenn. Code Ann. 49-13-101 et seq.) (hereinafter referred to as “Act”), as amended, authorizing the establishment of independent, publicly supported schools known as public Charter Schools; and

WHEREAS, the Act was enacted for the following purposes:

- (1) Improve learning for all students and close the achievement gap between high and low performing students;
- (2) Provide options for parents to meet educational needs of students in high priority schools;
- (3) Encourage the use of different and innovative teaching methods, and provide greater decision-making authority to schools and teachers in exchange for greater responsibility for student performance;
- (4) Measure performance of students and faculty, and ensure that children have the opportunity to reach proficiency on state academic assessments;
- (5) Create new professional opportunities for teachers; and
- (6) Afford parents substantial meaningful opportunities to participate in the education of their children;

and

WHEREAS, pursuant to the Act, the Chartering Authority is authorized upon receipt of a public charter school application from a sponsor seeking to establish a public charter school, as defined in the Act, to approve new public charter schools and to enter into a charter agreement, as defined in the Act; and

WHEREAS, ChattAcademy Community School has duly submitted a public charter school application (hereinafter referred to as “Application”) in accordance with the Act, which Application has been reviewed and approved by the Hamilton County Board of Education for the establishment of the ChattAcademy Community School (hereinafter, “CACS” or “the Charter School”) as a public charter school within Hamilton County, Tennessee under the Act; and

WHEREAS, CACS has been organized with its sole purpose being the operation of the Charter School (accordingly, unless the context dictates otherwise, the terms Charter School and CACS shall be read synonymously herein); and

WHEREAS, the Sponsor has set forth in the Application each of the following provisions which shall govern and be binding upon the Charter School with respect to the establishment and operation of the Charter School:

- a. The statement defining the mission and goals of the Charter School;
- b. The instructional goals and methods for the Charter School, which include, at a minimum, teaching and classroom instruction methods that will be used to provide students with knowledge, proficiency and skills needed to reach the goals of the Charter School;
- c. The plan for evaluating student academic achievement at the Charter School and the procedures for remedial action that will be used by the Charter School when the academic achievement of a student falls below acceptable standards as promulgated by the Tennessee Department of Education;
- d. The operating budget based on anticipated enrollment of the Charter School;
- e. The method for conducting annual audits of the financial, administrative and program operations of the Charter School;
- f. The timetable for commencing operation as a public charter school which provides for a minimum number of academic instruction days, which shall not be fewer than those required by statute;
- g. The rules and policies for the governance and operation of the Charter School;
- h. The names and addresses of the initial members of the Governing Body of the Charter School;
- i. The description of the anticipated student enrollment and the nondiscriminatory admission policies;
- j. The code of behavior and discipline of the Charter School;
- k. The plan for compliance with all applicable health and safety laws and regulations of the federal government and the laws of the State of Tennessee;
- l. The qualifications required of employees of the Charter School;
- m. The identification of the individuals and entities sponsoring the Charter School,

including their names and addresses;

- n. The procedures governing the deposit and investment of idle funds, purchasing procedures, and comprehensive travel regulations;
 - o. The plan for the management and administration of the Charter School;
 - p. A copy of the by-laws of the Governing Body of CACS;
 - q. The statement of assurance of liability by the Governing Body of CACS;
 - r. Types and amounts of insurance coverage to be held either by the Charter School or approved by Chartering Authority, including provisions for assuring that the insurance provider will notify the Chartering Authority within ten (10) days of the cancellation of any insurance it carries on the Charter School;
 - s. The plan for transportation for the students attending the Charter School; and
 - t. Information regarding the financing commitments available to operate the Charter School on an ongoing and sound financial basis,
- and

WHEREAS, based upon and in reliance upon the information and representations of the Sponsor in the Application, the Hamilton County Board of Education has approved the Application to operate the Charter School as a public charter school within the local school district of Hamilton County, Tennessee, in accordance with the Act and pursuant to the terms and provisions of this Agreement; and

WHEREAS, the Charter School and Chartering Authority desire to enter into this Agreement as the Charter Agreement (hereinafter referred to as "Charter") for the Charter School, which sets forth the terms and conditions of the charter of the Charter School in writing, binding upon the Charter School, and the Governing Body of CACS (hereinafter referred to as "Governing Body"), in accordance with the Act; and

WHEREAS, in acknowledgement and agreement that the terms and provisions hereof are binding upon the Charter School and the Governing Body, the Charter School, with full approval and agreement of the Governing Body, has entered into this agreement by signature of its respective duly authorized officer;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions and General Provisions

1.1 Definitions

Capitalized terms used herein not otherwise defined herein shall have the meaning set forth in the Act. Whenever the term “Chartering Authority” is used herein, such term shall mean the Hamilton County Board of Education and the Hamilton County Schools (“HCS”) as an agent to carry out and implement the policies of the Chartering Authority. The terms “charter,” “Charter Agreement,” “Agreement” and “Charter School Agreement” are used interchangeably herein and have the meaning set forth in the Act for “Charter Agreement.”

All defined terms used in this Charter Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms “hereunder,” “herein,” “hereby,” and similar terms refer to this Charter Agreement.

1.2 Recitals

The recitals to this Charter Agreement are incorporated herein by reference and made a part hereof.

1.3 Governing Body

The Governing Body shall ensure that the Charter School’s activities are conducted in compliance with this Charter Agreement and all applicable law, including specifically T.C.A. § 49-13-111. The Governing Body shall report and be accountable to the Sponsor for the implementation of this Charter Agreement and the achievement of the performance objectives and goals stated in this Charter Agreement.

The Governing Body has conducted or will have conducted within ninety (90) days of the Effective Date, national, state and local criminal background checks on each current member of the Governing Body. Any person who has been convicted of the following acts shall be prohibited from serving on the Governing Body, unless such prohibition is expressly waived by the Chartering Authority in writing: any felony or any criminal offense involving dishonesty, fraud or moral turpitude.

The Governing Body will conduct, or will have conducted, at least fourteen (14) days prior to the approval of any new member, national, state and local criminal background checks on the prospective member. Any person who has been convicted of the following shall be prohibited from serving on the Governing Body, unless such prohibition is expressly waived by the Chartering Authority in writing: any felony or any criminal offense involving dishonesty, fraud or moral turpitude.

As required by T.C.A. § 49-13-111(g), the Governing Body shall be subject to the conflict-of-interest provisions contained in T.C.A. § 12-4-101 and T.C.A. § 12-4-102 and to the ethics policy of the Chartering Authority.

The Governing Body shall carry out its roles and responsibilities as detailed in this Charter Agreement, in a professional and responsible manner. The Governing Body will use reasonable, good faith efforts to manage the activities of the Charter School and oversee the operation of the Charter School and the implementation of this Charter Agreement

1.4 Charter School

Under supervision, governance and oversight of the Governing Body, the Charter School shall ensure that the faculty, staff and administration successfully implement the terms of this Charter Agreement.

The Charter School shall carry out its roles and responsibilities as detailed in this Charter Agreement in a professional and responsible manner. The Charter School will use reasonable, good faith efforts to educate children and demonstrate progress in achieving the goals and objectives outlined in this Charter Agreement.

1.5 Chartering Authority

Pursuant to T.C.A. § 49-2-203 in general and T.C.A. § 49-13-143(b) in particular, the Chartering Authority has established a performance framework to evaluate the academic and operational performance of the Charter School. A copy of this framework is attached to this Charter as Exhibit ### and is incorporated herein by reference. The Charter School will adhere to the performance framework.

From time to time, and upon reasonable notice, the Chartering Authority will also develop administrative procedures setting forth how it will oversee and assess the Charter School's compliance with the performance framework. The Charter School will cooperate fully with these administrative procedures in order to facilitate an ongoing assessment of its performance.

In addition to the ongoing performance assessments the Chartering Authority will provide to the Charter School, pursuant to T.C.A. § 49-13-121(k), the Chartering Authority will conduct a detailed interim review of the Charter School's operations in the fifth year of this Charter.

The Chartering Authority shall allocate to the Charter School the state and local funds described in T.C.A. § 49-13-112 in accordance with policies and procedures developed by the Tennessee Department of Education.

2. Grant of Charter

2.1 Grant and Issuance of Charter

Pursuant to the Act, and based on and in reliance upon the information and representations of the Sponsor in the Application, the Chartering Authority hereby grants and issues to Charter School a Charter for the creation, maintenance, and operation of a public charter school known as ChattAcademy Community School. The operation of the Charter School by the Governing Body shall be subject to the terms and conditions of this Charter Agreement and the Act. As required by T.C.A. § 49-13-110, this Charter Agreement includes all components of the Sponsor's Application, which is incorporated herein by reference and attached hereto as Appendix 1.

This Charter is granted subject to the express understanding that the Charter School will be fully operational on July 1, 2023. The Chartering Authority may terminate this Charter Agreement if it believes, in good faith, that the Charter School will be unable to commence operations on this date at its specified location. If the Chartering Authority elects to terminate, it must do so in writing and give the Charter School the opportunity to cure any deficiency within thirty (30) days from such notice.

In no event will the Charter School be allowed to operate if it does not have a certificate of occupancy dated before July 31, 2023; provided, however, that the Charter School may commence operations at an alternative site if, and only if, the Chartering Authority shall approve this proposed alternate site before the start of the school year.

2.2 Type of Charter

The Chartering Authority authorizes the Governing Body to form the Charter School pursuant to T.C.A. § 49-13-106(f)(1).

2.3 Student Population and Enrollment

The Charter School will recruit students who reside in the urban areas of Chattanooga, co-extensive with the Hamilton County Schools' Districts 4, 5, 11 and 8. Enrollment in the Charter School, however, shall be open to any eligible Hamilton County student who submits a timely application (see T.C.A. § 49-13-113(d)(1)), and is of the age/grades served by the Charter School.

The Charter School will not under any circumstances refuse, burden, or discourage enrollment of any student on the basis of race, religion, color, national origin, ethnicity, socioeconomic status, disability, or other criteria. The Charter School shall not establish any admission policy or limit student admissions in any manner in which a public charter school is not permitted to establish admission policies or limit student admissions, except as provided for in Tenn. Code Ann. §49-13-113 and this Agreement. The Charter School shall not admit students whose parents or guardians are not residents of Hamilton County.

The Charter School will not vary from the planned capacity set forth in its Application without the approval of the Chartering Authority.

If applications for open seats exceed the planned capacity of the Charter School, enrollment shall be determined on the basis of a lottery. The lottery process must be open and transparent and subject to audit in accordance with T.C.A. §49-13-113(d)(8).

Subject to the foregoing, preference in enrollment and admissions may be afforded to the siblings of a student who is already enrolled in the Charter School, ChattAcademy Community School and to the children of a teacher at the Charter School, not to exceed ten percent (10%) of total enrollment or twenty-five (25) students, whichever is less. If the number of such students eligible for preference exceeds the minimum allowable, preference within such group will be for siblings of a student who is already enrolled, siblings of students at CACS, and children of a teacher. Further selection with such groups, if necessary, will be by lottery.

The Charter School shall not charge tuition to any student.

3. General Terms and Conditions of the Charter Agreement

3.1 The Application

The Application, as attached hereto as Appendix 1, sets forth the overall goals, standards, and general operational policies relating to the Charter School. The Application is not a complete statement of each detail of the operation of the Charter School. To the extent that the Governing Body or Charter School desires to implement specific policies, procedures, or other specific terms of operation that supplement those set forth in the Application, they shall be permitted to implement such policies, procedures, and specific terms of operation; provided, that such policies, procedures, and terms of operation (i) are not otherwise prohibited or circumscribed by applicable law or this Charter Agreement, and (ii) are not materially different from those set forth in the Application.

To the extent there is a conflict between the terms of this Charter Agreement and the Application, the terms of this Charter Agreement shall govern.

Neither this Charter Agreement nor the Application may be amended without prior written approval of the Chartering Authority, except that, pursuant to T.C.A. § 49-13-112(a), the Governing Body may revise the budget submitted in this Charter Agreement, subject to the requirements of state and federal law. If the Governing Body seeks to amend this Charter Agreement or the Application, it shall petition the Chartering Authority as set forth in T.C.A. § 49-13-110(b).

3.2 Nonsectarian, Non-Religious, and Non-Cyber Based

The Governing Body shall ensure that the Charter School is nonsectarian and non-religious in its curriculum, programs, admission policies, employment practices, governance, and all other operations. The Governing Body shall comply with the requirements of the United States and Tennessee Constitutions, including those provided by the establishment clause of the First Amendment of the United States Constitution. The Governing Body shall not use any of the funds to operate the Charter School for the benefit of any religious or theological institution. The Charter School shall not be cyber-based.

3.3 Compliance With Applicable Laws and Regulations

By signing this Charter Agreement, the Governing Body warrants that it has made a detailed review of the Act, and that it has specific knowledge of its rights and responsibilities under the Act. Further, Governing Body warrants that the Charter School shall comply with all federal and state laws and regulations applicable to the provision of public education. The Governing Body understands and agrees that the Chartering Authority will hold the Governing Body and the Charter School accountable for adhering to these laws and regulations.

3.4 Monitoring, Inspection and Certification of Records

Consistent with Section 1.5, the Chartering Authority may designate a representative or representatives to enter the premises of the Charter School at reasonable times with reasonable notice to observe and inquire into the academic instruction, operation, and finances of the Charter School. The Charter School will cooperate fully with the representatives of the Chartering Authority, making available classrooms, faculty, staff, students, parents, records, and the like. The Chartering Authority's representatives will endeavor not to interfere unreasonably with the operation of the Charter School during these observations and inquiries.

The Governing Body shall ensure that the following information is maintained at the Charter School and make such information available to the Chartering Authority or its representative upon request no later than the fourth (4th) business day following such request: (1) the Charter School's Articles of Incorporation; (2) the Charter School's bylaws; (3) the enrollment and admissions process for the Charter School; (4) a list of all formerly and currently enrolled students and, for each student, the following information: full legal name, student identification number (for purposes of state testing), birth date, address, local school zone in which the student resides, names and address of legal guardians; required documentation relevant to the student's special needs status (if applicable); results on assessments required by applicable law and the Application, and documentation of a student's suspension or expulsion (if applicable); (5) list of all former and current staff members and teachers who work at the Charter School and, for each one, the following information: name, birth date, address, and compensation; (6) evidence of insurance; (7) leases; (8) documentation of loans and other debt related to the Charter School; (9) detailed accounting of school expenditures and sources of income received that are current through the preceding month, within twenty (20) days after the last day of such month; and (10) copies of all required certifications, and health and safety-related permits for occupancy of the physical plant for the purposes of the Charter School. Such information shall be used by the Chartering Authority to evaluate whether the Charter School is meeting its goals under this Agreement, the Application and the Act. The Sponsor shall ensure that copies of these records are maintained for the amount of time required by applicable law, but in no event less than two (2) years after the expiration, non-renewal, or revocation of the Charter Agreement, during which period, the Governing Body shall make such records available to the Chartering Authority upon request no later than the fifth (5th) business day following such request.

3.5 Regulatory and Statutory Requirements

The Governing Body acknowledges the regulatory and/or statutory requirements listed in T.C.A. §§ 49-13-105(b) and 49-13-111, which cannot be waived. The Governing Body shall

ensure that these requirements are met.

3.6 Reporting

3.6.1 Annual Progress Report

Pursuant to T.C.A. § 49-13-120, the Governing Body is required to make at least an annual progress report to the Chartering Authority and the Commissioner of Education. The Governing Body shall ensure that this annual report is made by July 1 of each year of this Agreement and that the report meets the requirements of T.C.A. § 49-13-120 and T.C.A. § 49-13-114(d).

3.6.2 Annual Financial Report

Pursuant to T.C.A. § 49-13-111(m), the Charter School is required to prepare and publish an annual financial report each year of this Agreement that encompasses all funds. The Governing Body shall ensure that this annual financial report is made and that the report meets the requirements of T.C.A. § 49-13-111(m).

3.6.3 Charter School Reports

The Charter School shall immediately submit to the Chartering Authority a report of:

- a. Any student who withdraws from the Charter School;
- b. Any non-compliance by Governing Body or Charter School with the Charter or applicable law, in connection with the operation of the Charter School; and
- c. Discovery of any conflict-of-interest issues and the resolution of such issues, if any.

The Charter School shall submit a report to the Chartering Authority quarterly a report of:

- a. Changes in (i) the Governing Body's certificate of occupancy for the Charter School's physical plant or (ii) other health and safety-related certifications or permits;
- b. Applications, filings, or Internal Revenue Service determinations made during the prior month related to seeking and maintaining the Sponsor's or the Charter School's tax-exempt status;
- c. Applications, filings or state determinations made related to seeking and maintaining the Charter School's not-for-profit corporation status;

- d. Individuals leaving or joining the Charter School's Governing Body during the prior month;
- e. Resignations from and/or hiring to leadership positions in the operation of the Charter School;

3.6.4 Projections

The Charter School shall also provide the following projections:

- a. The projected budget for each school year no later than May 31 of the proceeding school year;
- b. The projected student enrollment no later than June 1 prior to the commencement date of the upcoming school year, specifying expected number of students by grade level; and
- c. Documentation of the Charter School's recruiting and admission process for the upcoming school year, no later than two (2) months prior to any student admission lottery.

3.6.5 Enrollment

The Parties understand and appreciate that the Chartering Authority must regularly report the average daily membership for students in Hamilton County Schools to the Tennessee State Department of Education. The Parties understand and appreciate that the Chartering Authority's report must include the average daily membership for the Charter School. To assist the Chartering Authority in complying with its reporting requirements, the Chartering Authority shall establish and communicate to the Charter School ten (10) dates for reporting average daily membership. By each date established by the Chartering Authority for this purpose, the Charter School shall submit to the Chartering Authority, the following information:

- a. The number of students enrolled in the Charter School; and
- b. The name and legal residence of each student.

The Charter School shall ensure that student enrollment count records are maintained electronically on a system that is mutually acceptable to the Sponsor and the Chartering Authority.

The Charter School shall incorporate into the enrollment agreement it signs with the parents or guardians of each of its students a provision in which the parents or guardians acknowledge that they are enrolling the student in the Charter School for an entire school year and that, absent extraordinary circumstances, the student may not withdraw from the

Charter School during the year. During the course of a school year, the Chartering Authority will not accept reenrollment of a student whose parents or guardians have signed a Charter School enrollment agreement unless, after consultation with the Governing Body of the Charter School, it determines that reenrollment would be appropriate.

3.7 Curriculum, Instruction, and Benchmarks

The curriculum and instructional methods used at the Charter School shall be as described in the Application, this Charter Agreement and any reports submitted under the terms of the Charter.

The benchmarks and indicators of performance for measuring academic progress of students attending the Charter School shall be as described in the Application, this Charter Agreement and any reports submitted under the terms of the Charter.

3.7.1 Students with Disabilities

The Parties understand and agree that the Charter School is responsible for providing education services to its students regardless of their need for special education or accommodation for disabilities. The Charter School shall be solely responsible for providing all special education services to any eligible student attending the school. Furthermore, the Charter School shall be solely responsible for removing any barriers that might impede otherwise qualified students from accessing any educational opportunities at the Charter School.

On a case-by-case basis, the Charter School and the Chartering Authority may contract for the Chartering Authority to provide services to a student, but the ultimate responsibility, financial or otherwise, to provide such services remains upon the Charter School.

3.7.2 English Language Learners

The Parties understand and agree that the Charter School is responsible for providing education services to its students regardless of their status as English language learners. The Charter School shall be solely responsible for providing all ELL support to any eligible student attending the school. Furthermore, the Charter School shall be solely responsible for removing any barriers that might impede otherwise qualified students from accessing any educational opportunities at the Charter School.

3.7.3 Legal Obligation to Serve

The Charter School understands and agrees that failure to serve students with disabilities or students who require ELL support could expose the Chartering Authority to liability under state and federal law. In the event of an administrative complaint, a complaint for due process, or legal action alleging in whole or in part that the Charter School has failed to serve such students, the Chartering Authority will assume the defense

of any such claim per Section 3.15, and the Charter School will cooperate fully.

The Charter School additionally recognizes that a breach of its duty to serve these students could warrant the immediate revocation of the Charter by the Chartering Authority.

3.8 School Calendar

The Charter School will develop a school calendar each year subject to approval by the Tennessee Department of Education.

3.9 Staff Responsibilities and Personnel Plan

3.9.1 Employee Benefits and Retirement

Subject to the terms of a separately executed memorandum of understanding, the Chartering Authority will make available to the Charter School those specific benefits required by Title 8, Chapter 27, Part 3 of the *Tennessee Code*. It is expressly understood and agreed between the Chartering Authority and the Charter School, however, that the Chartering Authority is assuming no obligation to provide benefits not otherwise required by Title 8, Chapter 27, Part 3 of the *Tennessee Code* to the Charter School and will not accept any increase in its own costs, whether from experience ratings or other causes, resulting from the Charter School's participation in these additional benefits.

The Charter School does hereby agree to protect, defend, indemnify and hold the Chartering Authority harmless against any and all claims arising out of or related to the administration of benefits for the Charter School employees except for any such errors or omissions that result solely from the negligence of the Chartering Authority or its employees

3.9.2 Non-Teacher Licensing

Any individual who provides a service at the Charter School that is a non-teaching service, and for which a license is required under Tennessee law, shall have the appropriate license to provide the service in Tennessee.

3.9.3 Employment Applications

All applicants for employment with the Charter School shall be required to submit employment applications on a form that complies with all applicable law. The Governing Body shall conduct or have conducted criminal background checks to the extent permitted under applicable law on all current and prospective employees of the Charter School.

3.9.4 Contractors and Sub-contractors

The Governing Body shall require proof that all contractors or sub-contractors of

the Charter School have conducted criminal background checks to the extent permitted under applicable law on their current and prospective employees who have or will have contact with children within the scope of the individual's employment.

3.10 Physical Plant

The Charter School shall ensure the Charter School's grounds and facilities comply with applicable health and safety laws, including the Americans with Disabilities Act, state fire marshal codes and state and local zoning and land use codes.

The Charter School may not commence instruction prior to completion of applicable inspections and receipt of a completed Pre-Opening Checklist to be provided by the Chartering Authority.

At least four (4) months prior to commencement of any given school year, the Charter School shall propose for Chartering Authority's reasonable approval any different physical plant to be used by and for the Charter School.

3.11 Discipline Program

The Governing Body shall ensure that the Behavioral Expectations and Disciplinary Strategies described in the Application are implemented at the Charter School. The Governing Body shall develop, implement, and maintain a school safety plan to provide for a safe learning environment at the Charter School for students, staff; volunteers, and visitors.

No student shall be suspended, expelled, or transferred involuntarily from the Charter School except in accordance with T.C.A. § 49-6-3401 and the policies of the Hamilton County Board of Education governing the suspension and expulsion of students. Any student appealing such disciplinary action may do so to the Hamilton County Board of Education's Disciplinary Hearing Authority.

3.12 Financial Matters

3.12.1 Audits; Procedures; Timing

Audits of the Charter School shall be made in compliance with T.C.A. § 49-13-127.

3.12.2 Tuition

The Charter School shall not charge tuition for any student.

3.12.3 Extraordinary Expenditures

At least fourteen (14) days prior to making an expenditure of more than fifty thousand dollars (\$50,000) for any purpose outside the ordinary course of operation of the

Charter School, the Governing Body shall provide notice to the Chartering Authority regarding the payee, the amount, and the nature and purpose of such expenditure. An expenditure for a purpose “outside the ordinary course of operation” shall not include reasonable, good faith budgeted expenses, including start-up costs related to the procurement and modification of land, facilities, and equipment for the Charter School or expenditures funded by Sponsor. If Charter School must make an immediate expenditure in excess of fifty thousand dollars (\$50,000) due to an unforeseeable emergency that could result in harm to any person or property or that poses health or safety concerns, which expenditure is outside the ordinary course of operation of the Charter School, the Governing Body shall notify the Chartering Authority as soon as practicable, regarding the payee, the amount, and the nature and purpose of such emergency expenditure.

3.13 Insurance

The Charter School shall maintain the following insurance:

- a. General Liability/Automobile Liability Policy: must be equal to or greater than \$5,000,000. This insurance shall be primary insurance. The policy must name Hamilton County Schools as an additional insured and be a certificate holder. The policy must cover contractual liability. Automobile coverage shall cover vehicles owned, hired, and non-owned.
- b. Professional Liability Policies: Directors and Officers Policy equal to or greater than \$1,000,000. Teachers Professional Liability Policy equal to or greater than \$1,000,000.
- c. Workers Compensation and Employers Liability Policy. The Charter School will carry workers compensation insurance with coverage and limits as required by law. The Charter School will carry EPL insurance with limits of not less than \$1,000,000.

Certificates of insurance, in a form satisfactory to the Chartering Authority, evidencing coverage shall be provided to the Chartering Authority prior to commencement of performance of this Charter Agreement. Throughout the term of this Charter Agreement, Charter School shall provide updated certificates of insurance upon expiration of the current certificates.

3.14 Survival of Representations and Warranties

All representations and warranties hereunder shall be deemed to be material and relied upon by the Parties with or to whom the same were made, notwithstanding any investigation or inspection made by or on behalf of such Party or Parties. The representations and warranties covered in this Agreement will survive the termination or expiration of this Agreement.

3.15 Indemnification and Hold Harmless

The Governing Body and the Charter School shall indemnify and hold harmless the

Chartering Authority, its officers, agents and employees from:

- a. Any claims, damages, costs and attorney fees for losses, injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Sponsor, the Governing Body or the Charter School, their officers, employees and/or agents, including their sub or independent contractors, in connection with the performance of this Charter Agreement, and,
- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Sponsor, the Governing Body or the Charter School, their officers, employees and/or agents, including their sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c. The Governing Body and/or the Charter School shall pay the Chartering Authority any expenses incurred as a result of the Sponsor's failure to fulfill any obligation in a professional and timely manner under this Charter Agreement.
- d. The Chartering Authority will not indemnify, defend or hold harmless in any fashion the Sponsor, the Governing Body, or the Charter School from any claims whatsoever.
- e. In the event the Chartering Authority is named in an administrative complaint or other complaint along with the Sponsor, Governing Body, or the Charter School, the Chartering Authority shall have the right to assume the defense of the matter or to delegate the defense to the Governing Body and Charter School. The Chartering Authority's election shall in no way limit the obligation of the Governing Body and the Charter School to indemnify or to hold the Chartering Authority harmless against any and all losses or costs, including the costs of defense, per this Section 3.15.

3.16 Attorneys Fees

The Sponsor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the Chartering Authority prevails, the Sponsor shall pay all expenses of such action including the Chartering Authority's reasonable attorney fees and costs at all stages of the litigation. The Chartering Authority agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the Sponsor prevails, the Chartering Authority shall pay all expenses of such action including the Sponsor's reasonable attorney fees and costs at all stages of the litigation.

3.17 Transportation

If Charter School provides transportation for its pupils, it shall do so in a manner approved

by the Chartering Authority, and Chartering Authority shall allocate state and local funds to Charter School from state and local funds Chartering Authority receives for transportation on a per pupil basis in the same manner as such funds are allocated to Chartering Authority as provided in Section 9 hereof in accordance with Tenn. Code Ann. §49-13-114.

3.18 Food Service

The Charter School shall be responsible for arranging appropriate food service for its students. Any such food service must comply with all appropriate state and federal regulations governing the provision of food to students. The Parties reserve the right to enter into an agreement whereby the Chartering Authority would provide food service to the Charter School's students.

4. Representations and Warranties

4.1 CACS and Sponsor

4.1.1 Organization

CACS is, and at all times during the Term of this Charter Agreement shall be, duly organized, properly existing, and in good standing in the State of Tennessee. Sponsor is, and at all times during the term shall be, a non-profit organization and shall not be, a for-profit corporation.

4.1.2 Tax-Exempt, Non-Profit Status

CACS has received exemption from federal taxation under IRC § 501(c)(3). CACS shall immediately inform the Chartering Authority if its tax-exempt status is questioned, modified, or revoked by the Internal Revenue Service or if its or its Sponsor's non-profit status is questioned, modified, or revoked by the State of Tennessee.

4.1.3 Authority

CACS warrants that it has all requisite power and authority to execute and deliver this Charter Agreement, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby and thereby. This Charter Agreement constitutes a valid and binding obligation of CACS, enforceable against CACS and its Governing Body in accordance with its terms.

4.1.4 Litigation

There is no suit, claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body to which CACS is a party or which may result in any judgment, order, decree, liability, award or other determination which will or may reasonably be expected to have an adverse effect upon CACS. No such judgment, order, decree or award has been entered against CACS nor has any liability been incurred which

has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, government agency, arbitration or mediation panel or similar body involving CACS which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.

4.1.5 Full Disclosure

No representation or warranty of the Sponsor, Governing Body or CACS herein and no statement, information or certificate furnished or to be furnished by the Sponsor, Governing Body or CACS pursuant hereto or in connection with the agreement contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

4.1.6 Reputation of Officers, Directors and Employees

No member of the Sponsor's Board of Directors, officer of the Sponsor, member of the Governing Body, officer of CACS, or employee of the Charter School has been convicted of any felony or any other criminal offense involving dishonesty, fraud or moral turpitude.

No person may continue to be a member of the Governing Body, an officer of CACS, or employee of the Charter School if that person is convicted of any felony or any other criminal offense involving dishonesty, fraud or moral turpitude.

4.1.7 Conduct of Sponsor and the Governing Body

CACS and the Governing Body have complied, and at all times during the life of this Charter will comply, with all local, state and federal laws and regulations that are applicable to the Sponsor, CACS and the Governing Body, which may include, but are not limited to the Internal Revenue Code, the non-profit corporation law of the State of Tennessee, and the open records and public meetings laws of the State. The Governing Body has maintained and will maintain adequate records of the activities and decisions of each party to ensure and document compliance with all such laws and regulations. The Governing Body agrees to provide Chartering Authority with copies of all such records.

4.1.8 Due Authorization

Upon execution of the Charter Agreement by CACS and the Chartering Authority, the Charter School will be vested with all powers necessary to carry out the educational program outlined in the Charter Agreement.

4.2 Of Chartering Authority

4.2.1 Organization

Chartering Authority is a local board of education under the laws of the State of Tennessee, with the purpose and legal ability to grant and issue this Charter Agreement pursuant to the provisions of the Act.

4.2.2 Authority

Chartering Authority has all requisite power and authority to execute and deliver this Charter Agreement, to perform its obligations hereunder, and to otherwise consummate the transactions contemplated hereby. This Agreement constitutes a valid and binding obligation of Chartering Authority, enforceable against Chartering Authority in accordance with its terms.

4.2.3 Litigation

There is no claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body involving the Chartering Authority which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Charter Agreement.

4.2.4 Full Disclosure

No representation or warranty of Chartering Authority herein and no statement, information or certificate furnished or to be furnished by Chartering Authority pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5. Term; Post-Term Events

5.1 Term

The initial term (the “Initial Term”) of the Charter shall be deemed to have commenced on July 1, 2023 and will end on June 30, 2033. No later than April 1 of the ninth year of the Charter School’s operation, the Governing Body shall submit a renewal application to the Chartering Authority pursuant to T.C.A. § 49-13-121. If this application is approved, then the Charter School shall continue to operate for another ten academic years following the expiration of the Initial Term (the “Renewal Term”). The Charter School may apply for additional renewals in the ninth year of any given Renewal Term.

During the fifth year of the Initial Term and any Renewal Term, the Chartering Authority shall conduct an interim review of the Charter School’s operations in accordance with guidelines developed by the Tennessee State Department of Education.

5.2 Events Following Non-Renewal, Revocation, or Expiration

Events following the dissolution of the Charter School shall be as described in the Act.

6. Termination; Revocation; Non-renewal and Intermediate Sanctions

Any action taken to terminate the Charter, revoke the Charter, or impose intermediate sanctions on the Sponsor shall be undertaken in accordance with all applicable law and this Charter Agreement. In the event of a condition or circumstance that poses an immediate threat to the health or safety of students or staff of the Charter School, either Party may require the Charter School to suspend operations until appropriate corrective action(s) can be undertaken.

6.1 Termination, Revocation, Non-renewal

The Chartering Authority may elect not to renew this Charter Agreement pursuant to T.C.A. § 49-13-121. The Chartering Authority may revoke or terminate this Charter Agreement for any reason set forth in T.C.A. § 49-13-122, and/or for breach of any of the terms and conditions of this Charter Agreement.

If the Chartering Authority determines that any grounds for revocation, termination or non-renewal exist, it may revoke, terminate or non-renew this Charter Agreement according to the procedures set forth in T.C.A. § 49-13-121 and T.C.A. § 49-13-122.

6.2 Intermediate Sanctions

In the event the Chartering Authority determines that the Governing Body or Charter School is not complying with the terms of this Charter Agreement and/or the Act, and such non-compliance does not pose any immediate risk to the health or safety of any students at the Charter School, then the Chartering Authority shall provide notice to the Governing Body or Charter School of the non-compliance and direct that the non-compliance be cured within what the Charter Authority determines to be a reasonable time. In the event the Governing Body or the Charter School fail to cure the non-compliance within the time directed by the Chartering Authority, then the Chartering Authority may institute termination proceedings pursuant to T.C.A. § 49-13-121 and T.C.A. § 49-13-122.

7. General Provisions

7.1 Governing Law and Venue

The validity, construction and effect of this Charter Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in the Agreement, any attachment or any other document that the Sponsor may provide. Any action between the parties arising from this Agreement shall be maintained in the courts of Hamilton County, Tennessee.

7.2 Waiver

No waiver of any provision of this Charter Agreement shall affect the right of any Party thereafter to enforce such provision or to exercise any right or remedy available, to it in the event of any other default.

7.3 No Third Party Beneficiary Rights

No third party, whether a constituent of the Charter School, a member of the community, a student or parent/guardian of a student of the Charter School or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of the Charter School or the Chartering Authority in this Charter Agreement. This Charter Agreement is not intended to create any rights of a third party beneficiary.

7.4 Delegation of Authority

CACS acknowledges that: (a) Chartering Authority's obligations and responsibilities with respect to the Charter School are limited to those obligations and responsibilities set forth in the Act and as set forth herein; (b) Governing Body and the Charter School, including their respective directors, officers and employees, do not have authority to act as an agent for Chartering Authority or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on Chartering Authority or which otherwise bind Chartering Authority in any manner whatsoever; and (c) by agreeing to authorize the Charter School, Chartering Authority does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the Charter School, or the Governing Body.

The Chartering Authority acknowledges that Chartering Authority including its directors, officers and employees, do not have authority to act as an agent for Charter School or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on Governing Body or the Charter School or which otherwise bind Governing Body or the Charter School in any manner whatsoever.

7.5 Notices

All notices, consents and other communications ("Notices") which either Party may be required or desire to give the other Party shall be in writing and shall be hand-delivered or given by telecopy, by electronic transmission, or nationally recognized overnight courier service (in each case where an acknowledgment of delivery is obtained) to the other Party at its respective address or telecopy telephone number set forth below:

The Chartering Authority:
The Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, TN 37421

The Governing Body and/or Charter School:
CACCS
2100 Rossville Avenue, Apt. 332
Chattanooga TN 37408

Notices shall be deemed delivered upon receipt of the Party receiving such notice. The Parties agree to ensure that any notice provided under the Agreement is done in a manner that will allow the delivering Party to establish the date of delivery to the receiving Party. Physical and electronic addresses and telecopy numbers may be changed upon notice to the other parties.

7.6 Section Headings

The headings in this Charter Agreement are for the convenience of the Parties only and shall have no effect on the construction or interpretation of this Charter Agreement and are not part of this Charter Agreement.

7.7 Appendices and Schedules, Attachments and Addenda

Each appendix, schedule, attachment, and addenda to this Charter Agreement to which reference is made in this Agreement is hereby incorporated in this Charter Agreement as an integral part thereof. In the event of a conflict between the terms and provisions of this Charter Agreement and the terms and provisions of any appendices, attachments, addenda or schedules, the terms and provisions of this Charter Agreement, absent the appendices, schedules, attachments and addenda, shall control.

7.8 Entire Agreement

This Charter Agreement and the Application and Appendices incorporated herein by reference set forth the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the Parties. Any and all prior understandings and agreements, expressed or implied, written or oral, between the Parties are superseded hereby.

7.9 Modifications and Amendments

This Agreement may be modified only by-written amendment executed by all parties and their signatories hereto.

7.10 Assignment

The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Charter Agreement nor any of the rights and obligations of CACS hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Chartering Authority. Any such assignment or transfer shall not release the Sponsor from its obligations hereunder.

7.11 Counterparts

This Agreement may be executed in Counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same Agreement.

7.12 No Partnership/Joint Venture

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

7.13 Severability

Should any provision of this Charter Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Charter Agreement.

7.14 Negotiated Agreement

The provisions of this Charter Agreement were negotiated by the Parties, and this Charter Agreement shall be deemed to have been drafted by the Parties, notwithstanding any presumptions at law to the contrary.

7.15 Chartering Authority Property

Any Chartering Authority property, including but not limited to books, records and equipment, that is in the Charter School's possession shall be maintained by the Charter School in good condition and repair, normal wear and tear excepted, and shall be returned to the Chartering Authority by the Charter School upon termination of this Charter Agreement.

7.16 Employment

The Sponsor and the Governing Body shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

7.17 Non-Discrimination

It is the policy of the Chartering Authority not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, and not to discriminate on the basis of age, race, sex, color, national origin, or disability in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Charter Agreement, the Sponsor certifies and warrants it will comply with this policy.

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment in the programs or activities that are the subject of this Charter Agreement, on the grounds of handicap and/or disability, age, race, sex, color, religion, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law, nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Sponsor or in the employment practices of the Sponsor's contractors. Accordingly, the Sponsor shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

7.18 Contingency Fees

The Sponsor and Governing Body hereby represent that they have not been retained or retained any persons to solicit or secure this Agreement with the Chartering Authority upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. Breach of the provisions of this paragraph is, in addition to a breach of this Charter Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or termination of this Charter Agreement.

7.19 Effective Date

This Agreement shall not be binding upon the parties until it has been signed first by the Sponsor and Charter School and then by the authorized representatives of the Chartering Authority and has been filed in the office of the Hamilton County Schools. When it has been so signed and filed, this Agreement shall be effective as of execution hereof.

IN WITNESS WHEREOF, we have set our hands on behalf of the Chartering Authority, the Hamilton County Board of Education, in accordance with a public vote on the _____.

Dated: _____

Dr. Justin Robertson
Superintendent of Hamilton County Schools

Dated: _____

Tucker McClendon,
Chairman, Hamilton County Board of
Education

IN WITNESS WHEREOF, we have set our hands on behalf of ChattAcademy Community School in accordance with duly authorized action by its Governing Body on the _____.

Dated: _____

Nolan McDaniel
Executive Director, CACS

**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
Penny Murray, Chief of Talent
Kristen Nauss, School Nutrition Director

Date: June 16, 2022

RE: **Recommendation for FY23 School Nutrition Raises**

Board approval is recommended for a new salary pay scale for School Nutrition employees that would raise starting pay to \$15 per hour and adjust pay for existing staff accordingly to prevent salary compression. This competitive pay would improve the ability to recruit and retain cafeteria staff.

The FY23 budget that was approved at the May 13 Board meeting provided funding sufficient for a Step increase on their current scale and a raise of minimum of \$13 per hour. The estimated cost for the additional increase would be up to \$1,200,000 for salaries and benefits. The General Purpose Budget amendment includes a commitment from unassigned fund balance for potential shortfall in School Nutrition funds to support this additional FY23 raise. Any funds not needed will be released at the end of the year back to unassigned fund balance. A budget amendment for FY23 will be prepared in the new year to reflect the increased expense.

We further recommend that the School Nutrition employees be moved onto the new Classified Salary scale that is being developed to keep them aligned with other district staff. Alternately, changes can be made to the current School Nutrition salary schedule to implement the proposed salary change.

Recommendation: It is recommended that the Board approve an additional increase for School Nutrition employees for FY23 pay.

**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
Penny Murray, Chief of Talent
Cathy Loftis, Manager of Child Care Programs

Date: June 16, 2022

RE: **Recommendation for FY23 School Aged Child Care Raises**

Board approval is recommended for a new salary pay scale for School Aged Child Care employees that would raise starting pay to \$15 per hour. This competitive pay would improve the ability to recruit and retain child care staff.

The FY23 budget that was approved at the May 13, 2022 Board meeting provided funding for SACC site-based employees at the rates as approved at the January 20, 2022 Board meeting which had the minimum pay set at \$13 per hour. The recommended pay rates are as follows:

Employee Type	Current Pay Rate	Recommended Pay Rate
Child Care Assistant	\$13.00	\$15.00
Sr. Child Care Assistant (Non-Degreed)	\$15.00	\$16.00
Sr. Child Care Assistant (Degreed)	\$16.00	\$17.00
Site Director	\$20.00	\$21.00

We further recommend that the School Aged Child Care office-based employees be moved onto the new Classified Salary scale that is being developed to keep them aligned with other district staff.

The estimated cost for the additional increase would be up to \$360,000 for salaries and benefits. The General Purpose Budget amendment includes a commitment from

unassigned fund balance for potential shortfall in SACC funds to support this additional FY23 raise. Any funds not needed will be released at the end of the year back to unassigned fund balance. A budget amendment for FY23 will be prepared in the new year to reflect the increased expense.

Recommendation: It is recommended that the Board approve an increase for School Aged Child Care employees for FY23 pay.

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

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Justin Robertson
Superintendent

FROM: Shannon Moody
Chief Strategy Officer

DATE: June 16, 2022

RE: 2023-2024 School Calendar- updated Spring Break week

Please find attached the 2023-24 School Calendar that reflects preferences gathered through a community-wide survey.

The calendar features:

- a week-long Fall Break,
- a short week for Thanksgiving, and
- an updated Spring Break week, and
- teacher PD days that align to end of quarter and post student breaks.

Respectfully, we request that the Board approve the proposed calendar for the 2023-24 school year.

HAMILTON COUNTY SCHOOL CALENDAR: 2023-2024

Approved by the School Board: _____

OPENING DATE- AUGUST 9, 2023

SCHOOL DAYS- 180

CLOSING DATE- MAY 22, 2024

1st TERM- 87 DAYS

August 3, Thursday	Administrative In-Service #1 (School-Based)	NO STUDENTS
August 4, Friday	Administrative In-Service #2 (School-Based)	
	Registration Day for Students (no classes)	
August 7, Monday	Administrative In-Service #3 (School-Based)	NO STUDENTS
August 8, Tuesday	Administrative In-Service #4 (School-Based)	NO STUDENTS
August 9, Wednesday	First Full Day of School	
August 11, Friday	Teacher Professional Development #1 (School-Based)	NO STUDENTS
September 4, Monday	Labor Day (Paid Holiday #1)	
September 20, Wednesday	Half Day for Students/Half Day Teacher Planning- BUSES WILL RUN	
October 6, Friday	End of 1st Quarter (42 days)	
October 9-13, M-F	Fall Break (5 Unpaid Days)	
October 16, Monday	Teacher Professional Development #2 (School-Based)	NO STUDENTS
October 20, Friday	Report Cards	
October 23-27, M-F	Schools choose one extended day (3.5 hrs) for Parent Teacher Conferences (First 1/2 of Administrative In-Service #5)	
November 8, Wednesday	Half Day for Students/Half Day Teacher Planning- BUSES WILL RUN	
November 22-24, W-F	Thanksgiving Holiday (1 Unpaid, Paid Holiday #2 and #3)	
December 20, Wednesday	End of 2nd Quarter (45 days)	

2nd TERM- 93 DAYS

December 21-January 3	Winter Break (Paid Holiday- 10 Days)	
January 4, Thursday	Teacher Professional Development #3 (School-Based)	NO STUDENTS
January 5, Friday	Teacher Professional Development #4 (School-Based)	NO STUDENTS
January 8, Monday	School Reopens	
January 12, Friday	Report Cards	
January 15, Monday	Martin Luther King Day (Paid Holiday #4)	
January 22-26, M-F	Schools choose one extended day (3.5 hrs) for Parent Teacher Conferences (Second 1/2 of Administrative In-Service #5)	
February 7, Wednesday	Half Day for Students/Half Day Teacher Planning- BUSES WILL RUN	
February 19, Monday	President's Day (Unpaid Holiday)	
March 8, Friday	End of 3rd Quarter (45 days)	
March 11-15, M-F	Spring Break (5 Unpaid Days)	
March 15, Friday	Report Cards	
March 29, Friday	Spring Holiday (Paid Holiday #5)	
April 1, Monday	Teacher Professional Development #5 (School-Based)	NO STUDENTS
May 22, Wednesday	Last Day of School- Report Cards End of 4th Quarter (48 days)	
May 23, Wednesday	Administrative In-Service #6 (School-Based)	NO STUDENTS
May 27, Monday	Memorial Day (Unpaid Holiday)	

ADMINISTRATIVE IN-SERVICE 2023-2024 (6 DAYS*)- Students do not attend classes.

August 3-4, 7-8; May 23

* The 6th in-service day is an additional 1/2 day added within a 6-week window each semester for Parent Teacher Conferences.

TEACHER PROFESSIONAL DEVELOPMENT (6 DAYS)- Students do not attend classes.

August 11; October 16;

January 4-5; April 1

PAID VACATION- 10 days

September 4; November 23-24;

January 15; March 29

PAID HOLIDAY- 5 Days

December 21-January 3

DAYS TO BE COUNTED PER GRADING PERIOD:

1st TERM

1st Quarter: 8/09-10/06 Report Cards: 10/20 42

2nd Quarter: 10/16-12/20 Report Cards: 1/12 45

2nd TERM

3rd Quarter: 1/04-03/08 Report Cards: 3/15 45

4th Quarter: 3/11-5/22 Report Cards: 5/22 48

TOTAL DAYS 180

2023 - 2024

Draft Calendar for Board Approval

Color Key

#	Admin In-Service *	6
#	Full Student Day	175
#	PD Day (Stockpile)	5
#	Paid Holiday	5
#	Winter Break (Paid)	10
		TOTAL: 201
#	Unpaid Holiday - 12	
#	End of Quarter	
#	Half-day for students; buses run early release schedule.	

1 st SEMESTER (87 Days)	
Q1	42 Days
Q2	45 Days

2 nd SEMESTER (93 Days)	
Q3	45 Days
Q4	48 Days

- Admin In-Service: August 3-4 & 7-8
- First Day for Students: August 9
- PD Day: August 11
- Labor Day: September 4
- Fall Break: October 9-13
- PD Day: October 16
- Thanksgiving Break: November 22-24
- Winter Break: December 21 - January 3
- PD Day: January 4-5
- MLK Day: January 15
- Presidents Day: February 19
- Spring Break: March 11-15
- Spring Holiday: March 29
- PD Day: April 1
- Last Day for Students/Report Cards: May 22
- Last Day for Teachers/Admin In-Service: May 23

August

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

16

September

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20

October

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

16

November

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

19

December

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

14

January

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

17

February

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

20

March

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

15

April

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

21

May

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

17

* The 6th in-service day is an additional Half-day added within a six-week window each semester. These extended days are for Parent-Teacher Conferences.

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

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Justin Robertson
Superintendent

FROM: Shannon Moody
Chief Strategy Officer

DATE: June 16, 2022

RE: COVID-19 Contact Tracing Manager- Name change and updated job description.

Respectfully, we request that the Board approve the proposed name change and job description for the current role of COVID-19 Contact Tracing Managers.

The proposed name is Community Health Specialist.

The Community Health Specialist will primarily perform COVID-19 Response responsibilities. In the event COVID-19 cases are low, Community Health Specialists will be asked to perform duties related to preventing and/or treating COVID-19 throughout our district.

The new name will better reflect the job description and role this staff person has in the Hamilton County Schools community.

Below are the proposed responsibilities COVID-19 Contact Tracing Manager can do to transition into Community Health Specialist while remaining within the scope of the ELC grant.

Key Responsibilities

Community Health specialists will primarily perform COVID-19 Response responsibilities. In the event COVID-19 cases are low, Community Health Specialists will be asked to perform duties related to preventing and/or treating COVID-19 throughout our district.

COVID-19 Response:

- Participate as a member of the Hamilton County Schools COVID-19 response team.
- Manage all COVID-19 student and staff cases through the response process.
- Collaborate with Principals and Community Superintendents through the response process, providing insight and advice in each case and helping to determine the appropriate communication strategy. Manage multiple tasks and cases simultaneously.
- Assisting schools with contact tracing efforts as needed
- Assist school nurses in COVID-19 testing in the event of an outbreak.
- Provide COVID-19 information and referrals to district and school leaders, teachers, and families, and advise on district-level COVID-19 communications
- Notifying school administration when their COVID-19 cases meet the recommended virtual learning guidelines per the Tennessee Department of Education.
- Keeping accurate records of COVID-19 related data (e.g active cases, close contact, vaccination statuses)
- Participate in training with School Health Nurses, as needed, around current protocols for COVID-19 response

School-Based Health Clinic:

- Assist school nurses in scheduling appointments and properly check-in patients into the SBHC.
- Ensure parental approval and insurance are on file prior to the patient's appointment.
- Help clients in utilizing resources, including assisting with the completion of applications for programs for which they may be eligible.
- Continuously expand knowledge and understanding of community resources, services, and programs helpful for SBHC patients.
- Facilitate communication and coordinate services between providers and patients.
- Establish positive, supportive relationships with participants and provide feedback
- Build and maintain positive relationships with patients, SBHC providers, HCS staff, and other team members
- Maintain patient privacy and security in accurate records both on site and electronically
- Collect quality improvement data to ensure effective workflows and seek to maximize system efficiencies.
- Conduct SBHC outreach efforts to increase community engagement.

Community Health Prevention:

- Assist in the planning, promotion, and operations of community-based health clinics serving HCS students, staff, and families.
- Assist in the implementation of the HCS Student Success Partnership Referral System by recruiting and onboarding health-related community partners to serve HCS students..
- Provide operational and administrative support in the Office of Coordinated School Health with School Health Screenings
- Connecting students with failed health screening to community health programs (e.g CHANT)

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: June 16, 2022

RE: Bid File 22-24 Security Upgrade Phase 3(Final)

Bids were received by the HCDE Purchasing Department on May 12, 2022 for the 3rd and final phase of the system wide security upgrades.

The low bid was received by Wilder Construction in the amount of \$1,100,000.00

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

I recommend approval.



franklin | architects

142 N Market St . Chattanooga . TN 37405

423.266.1207

May 19, 2022

Ms. Denise Ellison, Purchasing Agent
Hamilton County Department of Education Purchasing Department
3074 Hickory Valley Rd
Chattanooga, Tennessee 374221

**Subject: Bid Tabulation and Recommendation
School Security Updates, Phase 3
Hamilton Co. Department of Education Project No. 22-24**

Dear Ms. Ellison:

Bids for the above-mentioned project were received by the Hamilton County Department of Education (HCDE) on May 12, 2022 at 2:00 pm. The total base bid for each bidder is shown below. All bids are lump sum bids.

Wilder Construction \$1,100,000.00

It is recommended that the contract be awarded to Wilder Construction in the amount of \$1,100,000.00 based on the bid submitted.

Sincerely,

Stephen Haase, AIA, CPHC
Director

Attachment:

cc: Justin Witt, Hamilton County Dept. of Education

Hamilton County Department of Education
Bid Opening – May 12, 2022 – 2:00 PM.
Bid File 22-24 Tab Sheet Security Updates Phase 3

Bidder	BASE BID	General Purpose Allowance	Permit Fee Allowance	Total Bid
Wilder Contracting, LLC	\$990,000.00	100,000.00	10,000.00	\$1,100,000.00

Recommend Award of Bid To: Wilder Contracting, LLC

Funds To Be Provided By: Maintenance/Capital Budget

DE.dj

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

MEMORANDUM

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

FROM: Tiffanie Robinson, Board Member District 4
Tucker McClendon, Board Member District 8

DATE: June 16, 2022

RE: Discussion of School Safety

A request has been made by the above-named board members to discuss school safety.



A RESOLUTION
BY THE HAMILTON COUNTY BOARD OF EDUCATION
REGARDING
THE FUNDING OF SCHOOL SECURITY OFFICERS

WHEREAS recent events across the nation have underscored the high priority that local boards of education must place upon providing a safe, secure environment for students and employees; and

WHEREAS one of the most important steps a local board of education can take in providing for this safe, secure environment is the retention of highly qualified security personnel, whether school resource officers or school security officers; and

WHEREAS the Hamilton County Board of Education has successfully partnered with the Hamilton County Sheriff's Office and other law enforcement agencies in Hamilton County for many years to provide school resource officers for the many Hamilton County Schools; and

WHEREAS neither the Sheriff's Office nor other local law enforcement agencies have been able to fill the full complement of school resource officers required to serve all the Hamilton County Schools; and

WHEREAS Tenn. Code Ann. § 49-6-4206 authorizes local boards of education to employ school security officers for the purpose of maintaining order and discipline, preventing crime, investigating violations of school board policy, and ensuring the safety, security, and welfare of schools, students, and staff; and

WHEREAS the Hamilton County Board of Education has employed school security officers for this purpose since 2020; and

WHEREAS the Hamilton County Board of Education's employment of school security officers was first intended to be a temporary measure to address staffing shortages within the ranks of school resource officers; and

WHEREAS these school security officers have proven themselves to be a valuable addition to the security plan for the Hamilton County Schools, often working in close cooperation with commissioned law enforcement officers in the Hamilton County Sheriff's Office and other local law enforcement agencies; and

WHEREAS the Hamilton County Board of Education desires to expand the ranks of school security officers to provide for the increased security of the Hamilton County Schools;

SO THEREFORE, PREMISES CONSIDERED, the Hamilton County Board of Education does hereby resolve as follows:


1. Consistent with approved budgets and the various employment policies of the Board of Education, the Superintendent of Hamilton County Schools is hereby authorized and directed to hire and employ school security officers in accordance with Tenn. Code Ann. § 49-6-4206. The Superintendent shall develop such administrative procedures necessary to effectuate this directive. The Superintendent is further directed to provide a copy of this Resolution to the various local law enforcement agencies in Hamilton County.
2. Pursuant to Tenn. Code Ann. § 49-3-352(c), for the 2022-2023 school year, the Hamilton County Board of Education hereby seeks to appropriate nine hundred and fifty thousand dollars (\$950,000.00) of fund balance for the purpose of hiring and training new school security officers.
3. The Hamilton County Board of Education respectfully requests the Hamilton County Commission approve this requested appropriation and, further, petitions the Commission to appropriate an additional one million dollars (\$1,000,000.00) from its fund balance toward the hiring and retaining of additional school security officers for the 2022-2023 school year.

4. The Hamilton County Board of Education commits that, beyond the 2022-2023 school year, the recurring cost of \$1.8 million for the additional school security officers funded by this total sum of \$1.95 million will be included in the Board of Education's annual general purpose budget request.

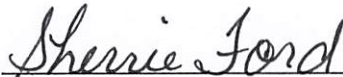
APPROVED AND RATIFIED this the 16th day of June, 2022.



**Tucker McClendon,
Chairman of the Board**



**Dr. Justin Robertson,
Superintendent of Schools**



**Sherrie Ford,
Executive Secretary to the Board**



**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: Robert Sharpe, Ed.D.
Chief Operations Officer

Date: June 16, 2022

Re: May 2022 Legal Services Summary

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

Bennett & DeCamp, PLLC (retainer)	20,000.00
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TOTAL	\$20,000.00
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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: Mary Ellen Heuton, CPA
Chief Financial Officer

Date: June 16, 2022

RE: **Donation Acceptance Request**

The administration agreed to accept the attached donation from Commissioner Discretionary Bond Funds as allotted to District Seven.

- \$1,170.74 to assist with purchase of equipment for the track team at East Hamilton High School.



HAMILTON COUNTY BOARD OF COMMISSIONERS

SABRENA TURNER-SMEDLEY
COMMISSIONER
DISTRICT SEVEN

401 COURTHOUSE / CHATTANOOGA, TENNESSEE 37402
TELEPHONE (423) 209-7200
FAX (423) 209-7201

P.O. BOX 28205
CHATTANOOGA, TENNESSEE 37424

MEMORANDUM

TO: Lee Brouner, Administrator
Finance Division

*Approved
Lee Brouner
6/10/2022*

FROM: Sabrena Smedley, Commissioner
District 7

Sabrina Smedley

DATE: June 10, 2022

SUBJECT: Allocation of Funds

This memo serves as my request for funds in the amount of \$1,170.74 from my bond fund account to purchase equipment for the track at East Hamilton Middle High School. Thank you.

SS:mv

*Approved of
G. Clark*



Hamilton County Board of Commissioners
RESOLUTION

No. 0622-

A RESOLUTION APPROVING THE EXPENDITURE OF ONE THOUSAND ONE HUNDRED SEVENTY DOLLARS AND SEVENTY-FOUR CENTS (\$1,170.74) FROM DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT SEVEN) TO ASSIST IN PURCHASING EQUIPMENT FOR THE TRACK AT EAST HAMILTON MIDDLE HIGH SCHOOL.

WHEREAS, East Hamilton Middle High School is in need of equipment for their track; and

WHEREAS, Commissioner Sabrena Smedley desires to use one thousand one hundred seventy dollars and seventy-four cents (\$1,170.74) from discretionary bond funds to assist with the purchase of said equipment; and

WHEREAS, Hamilton County Board of Education has approved this appropriation; and

WHEREAS, the County Legislative Body deems said funding to be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the expenditure of one thousand one hundred seventy dollars and seventy-four cents (\$1,170.74) from discretionary bond funds, as allotted to District Seven, be approved to assist in the purchase of equipment for the track at East Hamilton Middle High School.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Events and Announcements
June 16, 2022

- A. Monday, July 4, 2022 - Independence Day - CO Closed
- B. Monday, July 18, 2022 Board Agenda Session
- C. Thursday, July 21, 2022 Board Meeting Regular Session

Events and Announcements
June 16, 2022

1