

# BENEFIT RECOMMENDATIONS

SHARED SERVICES BENEFITS



# RFP PROCESS & REQUIREMENTS

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On March 12, 2014 the City of Bartlett issued a Request for Proposals on behalf of the municipalities and schools

**A key requirement of the RFP was to replicate the current plan design**

Proposals for medical were received from ten companies, both fully insured and self-funded proposals. Proposals were also evaluated against the state health plan.

**Representatives from the following reviewed proposals:**

- Superintendents of all municipal schools
- Chief Financial Officers of all municipal schools
- HR representatives from City of Bartlett, Collingville and Germantown

# MEDICAL RESULTS

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Of the proposals received, the self-funded proposal from Meritain (using the Aetna network) was the most competitive. This proposal also compared favorably to the state health plan. The overall total maximum liability was slightly lower than the current vendor's.

In addition, Meritain offered the following credits:

Year 1

- \$400,000 credit for administrative charges (no admin costs for approx. 6 months)
- \$100,000 for communication materials for the first year of the contract.
- \$542,000 for biometric screenings for the first year (approximate cost to screen every employee)
- \$75,000 wellness fund for each year of the contract.

Year 2

- \$100,000 additional credit

The Aetna network includes all Baptist/St. Francis and Lebonheur hospital systems

# OTHER VOLUNTARY BENEFITS

BENEFIT	VENDOR
DENTAL	METLIFE
VISION	DAVIS VISION
BASIC & SUPPLEMENTAL LIFE	METLIFE
LONG-TERM DISABILITY	STANDARD
STD/CRITICAL ILLNESS	AMERICAN FIDELITY
FLEXIBLE SPENDING/DEPENDENT CHILDCARE REIMBURSEMENT	AMERICAN FIDELITY
EAP	CONCERN EAP

# PROPOSED RATES

## 2014-2015 20 PAY PERIOD RATES

		EMPLOYEE COST PER PAY PERIOD (20 DEDUCTIONS)	CURRENT SCS PREMIUMS (20 DEDUCTIONS)	DECREASE PER PAY PERIOD	ANNUAL SAVINGS TO EMPLOYEES
<b>HRA</b>					
<b>(Health Reimbursement Account)</b>					
	Single	\$ 67.47	\$ 70.18	\$ (2.71)	\$ 54.16
	EE+1	\$ 173.82	\$ 185.28	\$ (11.46)	\$ 229.27
	Family	\$ 242.47	\$ 258.46	\$ (15.99)	\$ 319.72
<b>BASIC</b>					
	Single	\$ 93.97	\$ 97.91	\$ (3.94)	\$ 78.86
	EE+1	\$ 221.49	\$ 240.73	\$ (19.24)	\$ 384.72
	Family	\$ 308.98	\$ 335.81	\$ (26.83)	\$ 536.56
<b>EPO</b>					
<b>(Exclusive Provider Organization)</b>					
	Single	\$ 109.43	\$ 114.87	\$ (5.44)	\$ 108.72
	EE+1	\$ 257.49	\$ 274.65	\$ (17.16)	\$ 343.18
	Family	\$ 359.20	\$ 383.14	\$ (23.94)	\$ 478.78

# PLAN DESIGNS- MEDICAL



Benefit	EPO (Exclusive Provider Organization)		Basic Option		Basic Option		HRA (Health Reimbursement Account)	
	Network Only Plan	Network	Out-of-Network	Network	Out-of-Network	Network	Out-of-Network	
<b>Annual Deductible</b>								
Employee	N/A	\$500	\$1,000	\$1,500	\$3,000	\$3,000	\$3,000	
Employee + 1	N/A	\$750	\$1,500	\$2,250	\$4,500	\$4,500	\$4,500	
Family	N/A	\$1,000	\$2,000	\$3,000	\$6,000	\$6,000	\$6,000	
Employer paid Health Fund provided to employees and dependents	N/A	N/A			\$500 / employee, \$750 / employee + 1, \$1,000 / family			
<b>OUT-OF-POCKET MAXIMUM</b>								
Coinsurance	100%	80%	50%	80%	50%	80%	50%	
Employee	\$1,500	\$2,500	\$7,500	\$3,500	\$10,500	\$10,500	\$10,500	
Employee + 1	\$3,000	\$5,000	\$15,000	\$7,000	\$21,000	\$21,000	\$21,000	
Family	\$4,500	\$7,500	\$22,500	\$10,500	\$31,500	\$31,500	\$31,500	
Lifetime Plan Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	
<b>Office Visit</b>								
Primary Care Physician	\$20 copay	\$25 copay	50%*	80%*	50%*	80%*	50%*	
Specialist	\$35 copay	\$35 copay	50%*	80%*	50%*	80%*	50%*	
<b>Hospital</b>								
Inpatient, Outpatient and ER	Copay	80%*	50%*	80%*	50%*	80%*	50%*	
<b>X-Ray, Lab, Etc</b>								
Preventive Care	100%	100%	Not covered	100%	Not covered	100%	Not covered	
<b>Prescription Drugs</b>								
Retail (30-day supply)	\$10/\$25/\$50	\$10/\$25/\$50	50%*	\$10/\$25/\$50	50%*	\$10/\$25/\$50	50%*	
Mail Order (90-day supply)	3 copays	3 copays	Not covered	3 copays	Not covered	3 copays	Not covered	

# Find your doctor

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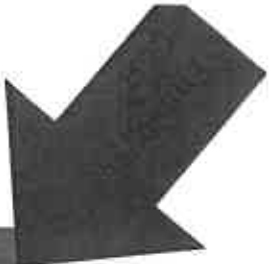
Log on to <http://www.aetna.com/docfind/custom/mymeritain/>

- Enter the location you wish to find a participating doctor.
- Select the type of doctor or facility, such as a primary care physician, specialist, or hospital.
- Select Aetna Choice® POS II as the provider network

**Many times, doctors participate in all networks; therefore, the potential of an employee not finding their doctor is low.**

# PLAN DESIGNS-DENTAL

	Enhanced In Network	Enhanced Out of Network	Standard In Network	Standard Out of Network
Type -Preventative Services	100%	100%	100%	100%
Type -Basic Services	80%	80%	80%	80%
Type Major Services	60%	60%	50%	50%
Orthodontic Covered Services	50%	50%	50%	50%
Deductible	\$25/\$75 (Applies to Basic and Major services only)	\$50/\$150 (Applies to Basic and Major services only)	\$50/\$150 (Applies to Basic and Major services only)	\$100/\$300 (Applies to Basic and Major services only)
Maximum Orthodontia Max (Child & Adult)	\$2,000	\$2,000	\$1,500	\$1,500
Employee Only	\$ 21.71		\$ 15.05	
Employee + 1	\$ 45.61		\$ 31.60	
Employee + Family	\$ 65.15		\$ 45.14	





# PLAN DESIGN-VISION



Benefit	DAVIS VISION Network	Out-of-Network
Exam	\$10 copay	Up to \$30 allowance
Lenses		
Single, Bifocal, Trifocal, Lenticular Vision	\$20 copay	Up to \$25 allowance
UV Coating	\$12 copay	Not Covered
Frames	100% - Davis Collection Frames \$130 credit / allowance + 20% discount - All Others	Up to \$30 allowance
Other Services		
Corrective Vision Services	Up to 25% discount or 5% of advertised special	Not Covered

**Reminders:**

Benefit provisions, such as the frequency of exams, frames, and lenses are based on the plan year (9/1/14 to 8/31/15), not the calendar year.

**PER PAY PERIOD RATES  
(20 DEDUCTIONS)**

Single	\$3.70
Employee+1	\$7.07
Family	\$11.48

# PLAN DESIGN-BASIC LIFE

Actives	
Life Benefit	2 times annual earnings up to maximum benefit of \$300,000
Employer Contribution	100% (No cost to employee)
Age Reduction	35% at 65, 50% at 70
Accidental Death & Dismemberment	Equal to Basic Life
Conversion	Yes (Employees may continue if they leave the district)

# PLAN DESIGN-SUPPLEMENTAL LIFE

	Employee	Spouse	Child
Life Benefit	\$10,000 - \$500,000 in \$10,000 increments	50% of Employee Amount	15 days - 26 years \$10,000 or \$20,000
Guarantee Issue	The lesser of 3 times pay or \$500,000	\$20,000	
Age Reduction	None	None	
Accidental Death & Dismemberment	Equal to Life Election	Equal to Life Election	
Conversion & Portability	Yes	Yes	

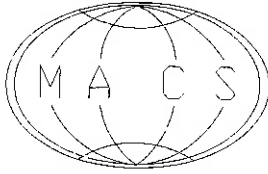
# QUESTIONS

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12/20/2014

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**Mechanical Automated Control Systems, Inc.**



3150 Stage Post Road  
 Suite 111  
 Bartlett, TN 38133  
 Ph: 901-386-1521  
 Fax: 901-386-7812

**INVOICE**  
 014062

**DATE: 5/15/2014**

<b>S O L D  T O</b>	Collierville Schools	<b>S H I P  T O</b>	Same	
	500 Poplar View Parkway			
	Collierville, TN 38017			
	Attn: Dr. Russell Dyer			
Cust. Order No. <b>Dr. Russell Dyer</b>		Terms <b>Due Upon Receipt</b>	F.O.B.	Our Order No. <b>14124</b>
	DESCRIPTION	UNIT PRICE	AMOUNT	
	Schneider-Electric/Andover Controls Facility Automation System  Remote Workstation			
	1 Cyberstation Software, LAN, Security Only	\$ 3,875.00	\$	3,875.00
	1 Printing bundle to include add-on badging option, Direct-to-Vinyl Card Printer, Web Cam, Film, Ribbon & Cleaning Kit	\$ 6,500.00	\$	6,500.00
	800 HID Proximity Cards, Andover 37-bit custom format, Dedicated site code for Collierville Schools	\$ 4.00	\$	3,200.00
	1 WebClient configuration and training	\$ 400.00	\$	400.00
				\$ 13,975.00
	TOTAL DUE	\$ 13,975.00		



**FIRE/SECURITY  
INSTALLATION  
AND SERVICES AGREEMENT**

**Johnson Controls, Inc.**  
**Branch Office Address**  
 6935 Appling Farms Pkwy  
 #112  
 Memphis,, Tn 38133  
 Telephone No. 901-383-5712

Customer: Collierville Municipal School District Address: 500 Poplar View Parkway Collierville, Tn 38017 Telephone Number: 901-452-7700	Customer's Facility:	Agreement No. Effective Date: State License Number:
Customer Representative and Contact Information: <b>Mike Simpson</b>		<b>901-452-7700</b>

**SCOPE OF AGREEMENT.** Customer has selected Johnson Controls, Inc. ("JCI" or "Johnson Controls") to provide the systems and perform the services that are selected below. JCI will install the systems and perform the services at Customer's facility identified above (the "Premises"). Pursuant to the terms and conditions of this Agreement, JCI will install or cause to be installed the systems selected below (the "Work" or the "System") and will provide monitoring, repair, inspection and/or response services as selected below (the "Services"). A complete list of equipment included with each selected system is identified in Exhibit A "Schedule of Installed Equipment." A separate list of equipment that is the subject of the Services to be provided is attached as Exhibit B "Services Schedule of Equipment." This Fire/Security Installation and Services Agreement includes these terms, the General Terms and Conditions and all other parts, exhibits, and schedules which together are incorporated herein and comprise the Agreement Documents. In the event that any provision of this Agreement conflicts or is inconsistent with any provision of any other Agreement Document, the provisions of this Agreement shall control.

**TYPE OF SYSTEM:** (check all that apply):  Access Control  Burglar/Intrusion  CCTV  
 Fire Alarm  Intercom/Nurse Call  Other \_\_\_\_\_

**SERVICES:** (check all that apply):  Basic Coverage (Scheduled Services)  Premium Coverage (Scheduled Service Visit and Repair)  
 Central Station Monitoring  Central Station Monitoring with Open and Close

**EXTENDED SERVICE OPTIONS IF PREMIUM COVERAGE IS SELECTED:**

On-Site repair services will be provided at Customer's facility during JCI's normal business hours, unless one of the following options is selected:  
 24-5 Extended Service-JCI will provide on-site response 24 hours a day, 5 days a week (Monday thru Friday, except JCI holidays).  
 24-7 Extended Service-JCI will provide on-site response 24 hours a day, 7 days a week (including holidays).

**PRICE AND PAYMENT TERMS.** Customer agrees to pay JCI for the Work performed and the Services provided as set forth below. For Services, JCI shall invoice and Customer shall pay upon receipt of invoice and in advance of performance of the Services. Customer shall pay all invoices within 30 days of receipt, and delinquent balances shall accrue interest at the rate of 1½ % per month. Customer agrees that JCI retains a security interest in any equipment installed under this Agreement until Customer has paid JCI the full purchase price.

**PRICE FOR THE INSTALLATION**

Installation Price \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

**TOTAL PRICE for WORK** \$ \_\_\_\_\_

**DEPOSIT RECEIVED (due upon execution of agreement):** \$ \_\_\_\_\_

**BALANCE (due upon installation of system):** \$ N/A

**PRICE FOR THE SERVICES**

Invoice Period:  monthly  quarterly  semi-annual  annually  
 Year 1 Price \$10,860.00  
 Year 2 Price \$10,860.00  
 Year 3 Price \$10,860.00  
 Year 4 Price \$ \_\_\_\_\_  
 Year 5 Price \$ \_\_\_\_\_  
 Tel. Co. charge  annually  Agreement term \$ \_\_\_\_\_

**TOTAL PRICE for SERVICES** \$32,580.00

**TERM AND AUTOMATIC RENEWAL.** This Agreement is for an original term of 3 (#) years and shall begin on the Effective Date identified above ("Original Term"). The Work will begin on 06/02/14 and the parties agree that the Work shall be deemed completed as of the date on which the System is installed and becomes operational. The Services will begin on 06/02/14 or, if applicable, upon completion of the Work. Unless terminated earlier as provided herein, this Agreement will automatically renew on a year-to-year basis after the Original Term ends unless Customer or JCI gives the other written notice of non-renewal. The notice must be delivered at least thirty (30) days prior to the expiration of the Original Term or any renewal year. Any price adjustments for renewal years are described in the General Terms and Conditions.

**JOHNSON CONTROLS, INC.**

By \_\_\_\_\_ Date 5/23/14  
 Name: \_\_\_\_\_  
 Title: Account Executive Business Solutions

**CUSTOMER: Collierville Schools**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS (INCLUDING LIMITED WARRANTY) FOLLOW**

## GENERAL TERMS AND CONDITIONS

### A. DEFINITIONS

1. COVERED EQUIPMENT is the equipment for which Services are to be provided under this Agreement as set forth in the attached Schedule of Installed Equipment.
2. EQUIPMENT FAILURE means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and are necessary for its operation.
3. SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.
4. SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment.
5. REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.
6. REPAIR MATERIALS are the parts necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts. At JCI's option, Repair Materials may be new, used, or reconditioned. Repair Materials are covered by the terms of the warranty set forth herein.

### B. SERVICE COVERAGE OPTIONS

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials if elsewhere noted in this Agreement, for Covered Equipment. No parts or equipment are provided for under BASIC COVERAGE.
2. PREMIUM COVERAGE means BASIC COVERAGE as well as Repair Labor, plus Repair Material if elsewhere noted in this Agreement, for Covered Equipment.
3. EXTENDED SERVICE means service for repairs performed outside JCI's normal business hours and is available only if Customer has PREMIUM coverage. The price for Extended Service, if chosen by Customer, is part of the total price Customer will pay. Should a defect be found during an Extended Service visit that JCI is not responsible for under this Agreement, Customer agrees to pay JCI's standard fee for any services rendered. Should Repair Labor or Repair Materials be performed in periods beyond the Extended Service period, Customer agrees to pay JCI's standard fee for any services rendered beyond the Extended Service period.

### C. SERVICES SCOPE AND LIMITATIONS

1. INITIAL EQUIPMENT INSPECTION. JCI will inspect the Covered Equipment within 45 days of the date of this Agreement or as seasonal or operational conditions permit. JCI will advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition. This work will be done at JCI's standard fee for parts and labor in effect at that time. If Customer does not want JCI to do the work identified by JCI, or if Customer does not have the work done, the equipment will be removed from the list of Covered Equipment and the price of this Agreement will be adjusted accordingly. This inspection does not affect Customer's warranty. Should Customer not make recommended repairs, JCI reserves the right to invoice Customer for the cost of the inspection.
2. EXCLUSIONS. JCI's Work and Services under this Agreement do not include:
  - (a) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
  - (b) calls resulting from lack of operator-level preventive maintenance, site related problems, or operator error;

(c) service calls due to failure resulting from strikes, riots, labor disputes, theft, vandalism, riots, war, unavailability of parts, materials or supplies, interrupted internet or telecommunications service, floods, fires, acts of God, explosions or other casualties or any other cause beyond the control of JCI (collectively "Disruption Events");

(d) service calls due to abuse or misuse of equipment, or alterations, modifications, or repair to equipment not performed or provided by JCI;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) electrical work to Customer's facility necessary because of equipment;

(g) service calls resulting from attachments made to Covered Equipment or other equipment not covered by this Agreement;

(h) the repair or replacement of the following if not normally replaced or maintained on a scheduled basis: wire in conduit or the like, buried cable/transmission lines;

(i) service calls resulting from the effects of normal wear and tear, erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather that is beyond what is prevented by JCI's normal maintenance;

(j) work caused by any operation of, adjustments to, or repair to, Covered Equipment by others not authorized in advance by JCI;

(k) service calls required because JCI was previously denied access to the equipment;

(l) work caused by the negligence of others, including but not limited to equipment operators and water treatment companies; and

(m) service calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations, if due to conditions beyond JCI's control, and service calls required because JCI had previously been denied access to the equipment.

3. CENTRAL STATION SERVICE. If "Central Station Monitoring" Services are provided, Customer agrees to furnish JCI with a list of the names, titles, residence addresses and phone numbers of all persons authorized to enter the Premises during regularly scheduled closed periods. If JCI's Services include "Central Station Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer-authorized daily and holiday opening and closing schedules. The "Central Station Monitoring" or "Central Station Monitoring with Open or Close" Services may be immediately canceled by either party in the event JCI's central station, connecting wires, or System within the Premises are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
4. ALARM DISPATCHES. JCI, upon receipt of an alarm or other signal from the Premises, shall make reasonable effort to transmit the signal to the appropriate police, fire department or other emergency response agency having jurisdiction, unless there is reason to believe that an emergency condition does not exist; and JCI shall make a reasonable effort to notify Customer or its designated representative by telephone, unless instructed to do otherwise by Customer in writing. JCI, upon receipt of an industrial process signal from the Premises, shall take reasonable steps to notify Customer's representative pursuant to Customer's written instructions. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

5. **INSPECTION, TEST AND REPAIR.** Customer hereby authorizes JCI to make required inspections, tests and repairs to the System. JCI will provide notice to Customer of such necessary inspections, tests and repair and shall thereafter endeavor to perform such tasks as soon as is reasonably possible. Customer understands and agrees that JCI's obligation to repair the System relates solely to the System specified under this Agreement and that JCI is not obligated to test, inspect or repair or otherwise ensure the operation of devices or systems of others to which JCI Systems may be attached. In the event JCI is asked and thereafter consents in writing to accept responsibility to provide service on an existing Customer system, JCI will first conduct a preliminary inspection of such system. Customer agrees to pay for any necessary changes recommended by JCI to be made to the system prior to JCI's commencement of the additional services for such system.
6. **COMMUNICATIONS MEDIA.** Customer acknowledges that the System transmits signals over standard telephone lines and/or the internet and that these modes of transmission may be interrupted, circumvented or compromised, in which case no signal can be transmitted from Customer's Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in the Schedule of Equipment, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for internet transmission under this Agreement.
7. **UNNECESSARY ALARMS AND SERVICE CALLS.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary service run caused by Customer. In addition, if JCI or Customer is assessed any fine or penalty by any municipality as a result of such false alarm, Customer shall be responsible for the full amount of that charge.
8. **SYSTEM DAMAGE.** Should any part of the System be damaged by Disruption Events, attempted or actual unauthorized repair service, misuse, abuse or modification, or any other cause beyond the control of JCI, any repairs or replacement shall be paid for by Customer. In no event shall JCI be responsible to Customer or any third party for any damage or loss to any real or personal property arising out of JCI's obligation to repair or service the System.

**D. STANDARD OF CARE AND WARRANTIES**

1. The predominant purpose of this Agreement is Customer's purchase and installation of goods, with the provision of services being ancillary to the same. Customer acknowledges that the System specified in the Agreement Documents is as requested by Customer and is suitable to Customer's needs.
2. JCI warrants that the equipment and labor provided by it shall be free from defects in material and workmanship arising from normal usage for a period of 365 days from the date of beneficial use by Customer. For equipment installed by JCI, if Customer provides written notice to JCI of any such defect within 30 days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Customer. These warranties do not extend to any equipment that has been misused, altered or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced Systems or parts become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours I.e. Monday – Friday 8:00 am – 4:00 pm excluding holidays. **JCI MAKES NO OTHER REPRESENTATIONS OR WARRANTIES - EITHER EXPRESS OR IMPLIED - AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE CONDITION OF THE SYSTEM,**

**ITS MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.**

**E. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI**

1. Customer warrants that all Covered Equipment is in good working condition and that Customer has given JCI all information concerning the condition of the Covered Equipment.
2. Customer agrees that, during the Term of this Agreement, Customer will:
  - (a) operate the System according to the manufacturer's and JCI's recommendations;
  - (b) keep accurate and current work logs and information on the System as recommended by the manufacturer and JCI;
  - (c) provide an adequate environment for System as recommended by the manufacturer or JCI;
  - (d) furnish any necessary 110 volt A.C. power and electrical outlets at its expense;
  - (e) repair, service and/or to assure the operation of any other property, system or device of Customer, or of others, to which the System may be attached or connected;
  - (f) carefully and properly set the System each night or at such other time as Customer shall close the Premises;
  - (g) carefully and properly test the System prior to each closed period;
  - (h) perform regular System checks as instructed by JCI in order to ascertain that the System is functioning properly;
  - (i) notify JCI immediately of any claimed inadequacy of the System or System malfunction, failure, breakdown, or other condition affecting the operation of the Covered Equipment;
  - (j) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
  - (k) refrain from causing false alarms, and pay or reimburse JCI for payment of any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result of any false alarm; and
  - (l) cooperate with JCI and provide any and all necessary information to facilitate JCI's delivery of the Work and Services in a timely manner.
3. Customer agrees not to tamper with, alter, adjust, add to, disturb, injure, remove or otherwise interfere with an installed System (including any software), nor to permit the same to be done, and Customer shall be responsible for the System during the term of this Agreement.
4. Customer acknowledges that JCI is in no way obligated to insure the operation of the System or to maintain or service Customer's property or the property of others to which the System is connected. JCI is not an insurer, and it is Customer's duty to purchase and maintain insurance covering personal injury, property loss, damage to and on Customer's premises. Customer does hereby for itself and other parties claiming under it release and discharge JCI from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against JCI. Customer agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of any sprinkler system, now or subsequently installed, are or will be corrected at Customer's expense so as to be acceptable to the insurance carrier, fire rating bureau or agency or other authorities having jurisdiction when equipped with JCI's signaling devices.
5. Customer acknowledges that its failure to meet these obligations will relieve JCI of any responsibility for any System breakdown, or any necessary repair or replacement of any equipment.



## **F. CHANGES**

1. Changes to Scope of Work. Customer acknowledges that JCI developed the prices set forth in this Agreement in accordance with plans and specifications provided by Customer or Customer's contractor. If any authority having jurisdiction over the Premises requires an alteration to the design of the System that increases or decreases the coverage requirements, JCI reserves the right to increase or decrease the price and/or scope of Work accordingly. Notwithstanding anything herein to the contrary, this provision will apply to any Planned Service Agreement or any other agreement governing the delivery of services by JCI to Customer arising from or associated with the installation of the System pursuant to this Agreement.
2. Changes to Customer Equipment. Customer retains the right to make changes or alterations to its equipment, provided that if, in JCI's sole opinion, such changes or alterations substantially affect JCI's Services or obligations under this Agreement, JCI shall have the right to make appropriate changes to the scope or price of this Agreement or to both. Customer shall pay for all changes, including any increase in the Services Price, which result from any Customer directed alteration, remodeling, repair or other change to the Premises.

## **G. ACCESS AND AUTHORIZATION TO PERFORM THE WORK AND SERVICES**

Customer will give JCI access to the Premises during regular business hours and at all other reasonable times for any reason arising out of or in connection with this Agreement. If access cannot be provided, JCI's obligations under this Agreement will be suspended until such access to the Premises is provided. If Customer desires the Work and/or Services to be rendered at a time other than normal business hours, any additional costs (e.g., overtime pay, etc.) will be paid for by Customer at JCI's standard rates. Any suspension of Work or Services under this provision will not cancel or suspend any of Customer's obligations under this Agreement.

## **H. INDEMNIFICATION**

1. CUSTOMER RETAINS SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES AND FOR PROTECTING AGAINST LOSSES TO ITS OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES. EACH PARTY WILL BE RESPONSIBLE TO THE OTHER ONLY FOR SUCH INJURY, LOSS, OR DAMAGE TO THE EXTENT CAUSED BY THE INTENTIONAL MISCONDUCT OR NEGLIGENT ACTS OR OMISSIONS OF SUCH PARTY. JCI IS NOT RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE CAUSED BY EQUIPMENT THAT IS NOT COVERED EQUIPMENT.
2. JCI AND CUSTOMER AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OTHER, INCLUDING THEIR OFFICERS, AGENTS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR SUITS OF ANY KIND, INCLUDING ALL LEGAL COSTS AND REASONABLE ATTORNEYS' FEES, RESULTING FROM THEIR NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OR THAT OF THEIR EMPLOYEES OR AGENTS. THE OBLIGATIONS OF JCI AND CUSTOMER ARE FURTHER SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT.
3. To the extent permitted by law, Customer shall indemnify, defend and hold harmless JCI from and against all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) incurred in connection with any action or proceeding brought against JCI or Customer to the extent that such action or proceeding is based on a claim that the installation or operation of any piece of equipment, software, or application infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

## **I. LIMITATION OF LIABILITY**

1. NEITHER JCI NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) ARISING IN ANY WAY FROM THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF IT ESSENTIAL PURPOSE.
2. IN NO EVENT SHALL JCI'S LIABILITY, INCLUDING ITS INDEMNIFICATION OBLIGATION, EXCEED THE PRICE OF THE AGREEMENT OR THE AMOUNT OF ACTUAL COVERAGE AFFORDED UNDER THE LIMITS OF JCI'S PRIMARY GENERAL COMMERCIAL LIABILITY INSURANCE REFERENCED IN THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS PROVIDING A SYSTEM AND/OR SERVICE DESIGNED TO REDUCE THE RISK OF LOSS ONLY AND THAT THE PAYMENTS PROVIDED FOR IN THIS AGREEMENT ARE BASED SOLELY ON THE VALUE OF THE SYSTEM AND/OR SERVICES AS DESCRIBED IN THIS AGREEMENT AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PREMISES OR ANY PROPERTY LOCATED THERE. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI IS NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS, INCLUDING DAMAGE OR LOSS TO PROPERTY OF THIRD PARTIES LOCATED AT CUSTOMER'S PREMISES THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.
3. The disclaimer of warranty, exclusive remedies, waiver of consequential damages and limitation of liability set forth in this Agreement are fundamental elements of the basis for this Agreement. JCI would not be able to provide the Work or Services on an economic basis, and would not have entered into this Agreement, without such limitations.

## **J. FORCE MAJEURE**

NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF THAT PARTY. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO, DISRUPTION EVENTS AS DEFINED ABOVE. JCI will not be required to supply the Work or perform the Services while interruption of the Work and/or Services due to any such cause continues.

## **K. RENEWAL PRICE ADJUSTMENT**

JCI will provide Customer with notice of any adjustments in the Price and Payment Terms for Services applicable to a renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement as provided in the Term and Automatic Renewal paragraph of this Agreement, the adjusted price shall be the price for the renewal period.

## **L. JCI'S EQUIPMENT**

JCI may provide tools and equipment in Customer's Premises for JCI's convenience in performing JCI's Work and Services. Such tools and equipment shall remain JCI's property, and JCI retains the right to remove such property during the Term or upon the termination of this Agreement.

## **M. JCI'S EMPLOYEES**

Customer acknowledges that JCI's employees are a valuable asset to JCI. Customer agrees to pay JCI an amount equal to twelve (12) months of salary for each JCI employee who worked at Customer's

facility who is then hired by Customer at any time during the term of this Agreement and for sixty (60) days thereafter. In addition, Customer agrees to reimburse JCI for all costs associated with any training JCI provided to such employees during the three years before the date Customer hires such employees.

**N. RESOLUTION OF DISPUTES**

1. If a dispute arises under this Agreement arises, the parties will promptly attempt in good faith to resolve such dispute by negotiation. All disputes not resolved by good faith negotiation will be resolved as follows:
  - (a) Notice of Dispute. In order to be able to mediate or arbitrate any dispute between JCI and Customer, the party requesting mediation or arbitration must first notify the other party in writing. Failure to give such notice will preclude the party seeking mediation or arbitration from subsequently mediating or arbitrating the dispute.
  - (b) Mediation. As a condition precedent to arbitration, the parties must first submit the dispute to mediation within five (5) days of the notice of dispute. Mediation shall be conducted in accordance with the then current mediation rules of the American Arbitration Association or other mediation service mutually agreed to by the parties.
  - (c) Arbitration. If mediation of a dispute is unsuccessful, then, at JCI's sole option, the dispute may be submitted to arbitration no later than five (5) days following mediation. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties, except as modified herein. Arbitration must be completed within sixty (60) days after the dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment may be entered thereupon in accordance with applicable law in any court having competent jurisdiction of the dispute. The prevailing party shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the dispute.
2. While arbitration of any dispute is pending, JCI's obligation to provide Work or Services as set forth in this Agreement shall be temporarily suspended until the arbitration award is issued. If JCI suspends Work or Services, Customer will remain obligated to pay for any outstanding amounts owed JCI but will not be obligated to pay for the suspended Work or Services. Customer expressly agrees that JCI will not be held liable for damages of any nature that Customer may suffer as a result of JCI's temporary suspension of its Work or Services in accordance with this provision.
3. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM.
4. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.
5. The rights and obligations of the parties set forth in this Resolution of Disputes provision are in addition to, and do not alter, impair limit or otherwise waive, any other rights granted to the parties in equity or by law.

**O. DEFAULT, SUSPENSION AND TERMINATION**

1. Customer shall be in default if Customer:
  - (a) fails to make all payments to JCI when due in accordance with the Price and Payment Terms provision of this Agreement or any renewal adjustments thereto, it being understood by Customer that such timely payment is a condition precedent to JCI's obligation to perform the Work and Services hereunder.

(b) fails to comply with any of the terms of this Agreement; or

- (c) wrongfully terminates this Agreement.
2. If either party defaults under this Agreement, the affected party must provide the other with written notice containing a detailed description of the alleged default, including specific reference to the applicable provision(s) of this Agreement, within five (5) days of becoming aware of the alleged default. If the party alleged to be in default fails to respond in writing to the written notice and fails to cure the alleged default within ten (10) days of receiving the written notice, or for defaults that cannot be cured within that time, fails to commence and diligently pursue correction of the default within ten (10) days of receiving the written notice, the affected party may terminate this Agreement for cause.
3. If this Agreement is terminated by either party for cause, Customer will pay JCI for all undisputed amounts owed within ten (10) days of the termination date.
4. If JCI terminates this Agreement for cause, Customer shall be liable for all fees, costs or expenses JCI may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney fees, collection agency fees or court costs incurred by JCI.
5. A party's termination of this Agreement for cause will be without prejudice to any other right or remedy at law or equity. All such remedies are cumulative, and may be exercised concurrently or separately.
6. This Agreement may be terminated or suspended at JCI's convenience without liability or penalty by delivering to Customer written notice of such termination or suspension ten (10) days prior to the effective date of such termination or suspension.

**P. INSURANCE**

JCI shall maintain insurance in full force and effect at all times until the work has been completed, in the following amounts:

COVERAGES	LIMITS OF LIABILITY
Workers' Compensation Insurance or self insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance, including Contractual	\$5,000,000 One Occurrence \$5,000,000 Each Aggregate
Comprehensive Automobile Liability Insurance	\$2,000,000 Combined Single Limit

The above limits are obtained through primary and excess policies. A certificate of insurance is available upon Customer's request.

**Q. ASBESTOS AND HAZARDOUS MATERIALS**

1. Asbestos-Containing Materials: Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing Substances ("ACM"). Consistent with applicable laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM at any of its facilities where JCI undertakes any Work or Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in receiving such certification from facility Customers in the case of buildings that it does not own, if JCI will undertake Work or Services in the facility that could disturb ACM. Furthermore, for facilities constructed prior to 1982, if a complete copy of a current, comprehensive ACM survey or assessment does not exist for the area of the facility where JCI will undertake Work or Services that could disturb ACM, JCI shall engage a qualified asbestos inspector to conduct an ACM assessment/survey of that area of the facility at Customer's expense. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other's contacts. As between

Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before JCI continues with its Work or Services, unless JCI had actual knowledge that ACM was present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.

2. **Other Hazardous Substances:** "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or subsequently defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under any local, state or federal law, regulation or ordinance, relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paints and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold, regardless of the cause of the mold. JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing Work or Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Substances that may be otherwise present at its facilities ("Non-JCI Hazardous Substances"), Customer shall supply JCI with any information in its possession relating to the presence of such Substances if their presence may affect JCI's performance of the Work or Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Substances that may interfere with JCI's Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Substances from its facilities and the remediation of any areas impacted by the release of the Non-JCI Hazardous Substances, unless JCI had actual knowledge that Non-JCI Hazardous Substances were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Substances, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Substances that have not been released and for releases not resulting from JCI's performance of the Work or Services.
3. **Environmental Indemnity:** Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, Customer will indemnify and hold harmless JCI and JCI's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from Customer's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facility, or the noncompliance with this section entitled "Asbestos and Hazardous Materials."

#### **R. PERMITS, TAXES AND ASSESSMENTS**

1. It is Customer's responsibility to pay all taxes, fines, assessments or other government charges, including sales taxes, relating to the Work or Services or the transfer, use, ownership, servicing or possession of any equipment relating to this Agreement.
2. Customer shall obtain all licenses and permits required for the Work and/or Services.

3. All prices/charges set forth in this Agreement are based upon existing taxes and utility charges, and Customer shall pay any additional or increased taxes or utility charges imposed by a utility or government agency relating to the Work or the Services. JCI reserves the right to have the telephone company bill Customer directly for any telephone charges necessary to provide the Services.

#### **S. JCI'S INTELLECTUAL PROPERTY**

JCI shall retain all right, title and interest in and to any (a) deliverables provided to Customer hereunder, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto or derivatives thereof ("Deliverables") and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Work or Services, whether known to JCI prior to, or developed, discovered or acquired in connection with, the performance of its obligations hereunder. Ownership of all Deliverables and Know-How shall vest solely in JCI, and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, employed or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements or modifications thereto or derivatives thereof.

#### **T. MISCELLANEOUS**

1. **Notice.** Any notice that is required to be given under this Agreement must be in writing and sent by personal delivery, mail or facsimile transmission to the party at the address noted on the first page of this Agreement.
2. **Subcontracting.** JCI shall have the right, in its sole discretion and upon written notice to Customer, to subcontract any Work and/or Services, including installation, monitoring, repair or other services that it may be required to perform herein. Customer acknowledges that this Agreement, and particularly those paragraphs relating to JCI's limitation of liability, damages, and indemnification, inure to the benefit of and are applicable to any assignees and or subcontractors of JCI, and that they bind Customer with respect to said assignees or subcontractors with the same force and effect as they bind Customer to JCI.
3. **Assignment.** This Agreement may not be transferred or assigned by Customer without the prior written consent of JCI. JCI shall have the right to assign this Agreement to any other person, firm or corporation without the consent of Customer.
4. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements or understandings. There are no agreements, understandings or covenants between the parties of any kind, express or implied, oral or otherwise, pertaining to the Work or Services that have not been set forth or specified in this Agreement. This Agreement may not be changed, modified or varied except by a writing signed by an authorized representative from each party. This Agreement shall not become binding on JCI unless signed by an authorized representative of JCI.
5. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. **Change in Law.** If there are any changes to relevant regulations, laws or codes that substantially affect JCI's obligations under this Agreement, Customer will negotiate in good faith with JCI for an appropriate and equitable adjustment to the scope of Work, Price of the Agreement or both.
7. **No Third Party Beneficiaries.** This Agreement shall not be deemed to confer any rights to any other party as a third party beneficiary or otherwise.

8. Waiver. No waiver by a party of any term, condition or provision of this Agreement will constitute a waiver of any other term, condition or provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless made in writing and signed by the party making the waiver.
9. Construction. This is a negotiated agreement, and the rule of construction that any ambiguities are to be construed against the drafting party shall not apply.
10. Choice of Law. This Agreement shall be subject to and governed by the laws of the State where Customer's Premises is located.
11. Severance. If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
12. Survival. Any terms of this Agreement that by their nature extend beyond the Agreement termination remain in full force and effect following termination or completion of this Agreement and apply to the respective successors and assignees of the parties.

## EXHIBIT B - SERVICES SCHEDULE OF EQUIPMENT

### Agreement Scope Modifications and Clarifications

<Add/Delete/Modify as necessary>

- a. **Fire Alarm Equipment**
  - i. The "Fire Detection & Management Systems Assurance Services" is incorporated to provide scope clarifications to services provided on specific Fire Alarm Equipment.
  - ii. Testing procedures require a minimum of two (2) people to properly complete the test. The Price for Services (for Fire System Test and Inspection portion of this agreement) includes one (1) Johnson Controls provided technician, and <#> Customer provided staff assistant (where permitted).
  - iii. Fire Department Witness Fees (and applicable coordination) are not included.
  - iv. Special Tools/Equipment to test devices in above 18 feet / high ceiling areas (such as a lift) shall be provided by Customer.
  - v. This agreement is based on "Sequential Access" for testing within each building. Access for testing the entire section or floor of the building shall be made available, or Customer agrees to pay additional amount based on the additional time required to complete scheduled testing.
  - vi. Unless included in the Schedule of Equipment, testing of other Life-Safety systems (ie. sprinkler system, extinguishing system, smoke/fan control, kitchen hood, generator/emergency power systems, security system, elevator recall) is limited to their interface to the Fire Alarm System.
- b. **Security Equipment**
  - i. The "Security System Assurance Services" is incorporated to provide scope clarifications to services provided on specific Security System Equipment.
  - ii. Special Tools/Equipment to test devices in above 18 feet / high ceiling areas (such as a lift) shall be provided by Customer.
- c. **Monitoring**
  - i. Customer is responsible for any fees and/or fines assessed from Customer's local emergency response services for false alarms.
  - ii. Where verified response is required, Customer is responsible to contract the required response services. Johnson Controls can provide reference services, for Customer to arrange directly, or arranged by Johnson Controls for an additional payment agreed upon in writing.

### Schedule of Equipment

**The monitoring of Security Alarms, Fire Alarms and one Annual Inspection of the Security Alarms for each building, Collierville High School, and Elementary also has monitoring of the Elevator Phone.**

#### **Collierville:**

#### **Security/Fire Monitoring, Elevator Monitoring and Annual Inspection**

Collierville High School	\$1,452.00
Collierville Middle	\$1,188.00
Bailey Station	\$1,188.00
Collierville Elementary	\$1,452.00
Shilling Farms Middle	\$1,188.00
Crosswind	\$1,188.00
Sycamore	\$1,188.00
Tara Oaks 1	\$1,188.00
Tara Oaks 2	\$828.00



# Quote

## Horizon Software International

2915 Premiere Parkway  
Suite 300  
Duluth GA 30097  
800.741.7100

Date 4/24/2014

Quote # Q41274

Acct. No. 1019568

Page 1 of 2

### Bill To

Collierville Schools  
500 Poplar View Pkwy  
Collierville TN 38017-3440  
United States

### Ship To

Collierville Schools  
500 Poplar View Pkwy  
Collierville TN 38017-3440  
United States

Expires	Horizon Contact	Memo	Ship Via	
7/23/2014	Donald May	Collierville Consolidated		
Qty	Item#	Description	Price	Amount
		<b>SOFTWARE LICENSES</b>		
		Point of Sale		
1	7-130-OS	Enterprise Level Software	35,000.00	35,000.00
6	55-204	OneSource: Point of Sale: Central Office Package		17,970.00
6	55-201	OneSource Free & Reduced: Central Office	2,495.00	14,970.00
5	55-145B	OneSource Free & Reduced Online Application Processing (6-10 Sites) - Annual Subscription	1,495.00	7,475.00
1	55-145C	OneSource Free & Reduced Online Application Processing (11-20 Sites) - Annual Subscription	1,950.00	1,950.00
		* Customer will be invoiced on an annual basis. Price includes licensing and maintenance fees.		
33	55-207	OneSource: Point of Sale Package - Per Site (Includes Accountability)		41,085.00
69	55-301	OneSource Point of Service: Line License	245.00	16,905.00
1	81-525	TrainSmart	0.00	0.00
1	50-110	MyPaymentsPlus - Meals Module	0.00	0.00
1		Software Discount	-108,284.00	-108,284.00
		Subtotal POS Software:		27,071.00
		<b>Back of House</b>		
6	55-400	OneSource Back Office: Central Office-Premier Complete-Inventory Management, Procurement/Bid Analysis, Menu Planner/Nutrition Analysis, Production		29,970.00
33	55-500	OneSource Back Office: School Site-Premier Complete: Inventory Management, Procurement, Menu Planner/Nutrition Analysis, Production		42,735.00
1		Software Discount	-58,164.00	-58,164.00
		Subtotal BOH Software:		14,541.00
		<b>IMPLEMENTATION: Train-the-Trainer</b>		
		(Does not include travel and lodging expenses, which are invoiced at actual cost)		
1	16-9005	FOH Remote Business Process Review	495.00	495.00
1	16-9500	BOH Remote Business Process Review	995.00	995.00
1	16-9100	Free & Reduced Package	595.00	595.00
5	16-9100	Free & Reduced Install	375.00	1,875.00
1	16-9150	On Line Apps Package	795.00	795.00
5	16-9150	On Line Apps Install	575.00	2,875.00
1	16-9030	FOH On-Site, Engineering - Per Day	695.00	695.00
5	16-9032	FOH On-Site, Training - Per Day	695.00	3,475.00
2	16-9408E	Enterprise engineering	1,200.00	2,400.00
6	16-9501	BOH Engineering	495.00	2,970.00
1	16-9600	Central Office Inventory Procurement Training	1,495.00	1,495.00
1	16-9601	Central Office Bid Training	495.00	495.00
1	16-9700	Central Office MPNA Training	2,400.00	2,400.00
6	16-9000	FOH Engineering, New Install	2,345.00	14,070.00
1		Service Discount	-17,726.15	-17,726.15
		Subtotal Training & Implementation:		17,903.85
		<b>MAINTENANCE</b>		
1	21-164	Annual Maintenance - Front of House	22,667.40	22,667.40
1	15-165	Annual Maintenance - Back of House	13,086.90	13,086.90
		Subtotal Maintenance:		35,754.30
		Payment of maintenance fees is mandatory. Maintenance includes all upgrades, enhancements and technical support.		

† If you wish to return hardware, there will be a 15% restocking fee



# Quote

Horizon Software International  
 2915 Premiere Parkway  
 Suite 300  
 Duluth GA 30097  
 800.741.7100

Date 4/24/2014  
 Quote # Q41274  
 Acct. No. 1019568  
 Page 2 of 2

Qty	Item#	Description	Price	Amount
		plus shipping and handling. Hardware returns will not be accepted after 30 days.		
		<b>NOTE:</b> Shipping and Handling charges on this quote are estimated. Actual charges will be invoiced.		

Subtotal	95,270.15
Total Tax (Sales Tax 13.45%)	12,815.86
<b>Total</b>	<b>\$108,086.01</b>

Please sign and fax your approval to Orders at (770) 554-6331 or email to orders@horizonsoftware.com.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

"By executing this order, you are requesting and agreeing to pay for the fees identified herein and agreeing to be bound by the applicable terms and conditions of the Software Licensing and Support Agreement located at [www.horizonsoftware.com/agreement](http://www.horizonsoftware.com/agreement) ("Horizon Agreement"). The Horizon Agreement is hereby incorporated herein by reference.

Your Purchase Orders: For avoidance of doubt, you acknowledge that your order for Horizon goods and services are governed by the terms of this order and the Horizon Agreement, and that the terms contained in any purchase order supplied to us by you or any other party on your behalf are null and void and are superseded by the terms and conditions of this order and the Horizon Agreement."



**RHODES, LAUCK & ASSOCIATES, INC.**  
3268 COMMERCIAL PARKWAY, MEMPHIS, TN 38116, (901) 332-3000, FAX (901) 332-6784

5/20/14

John Aitken  
Superintendent/Director of Schools  
Collierville Schools  
Collierville Town Hall  
500 Poplar View Parkway  
Collierville, TN 38017

Re: Assumption of SCS's High-Speed Reproduction Agreement

Dear Mr. Aitken,

This letter agreement will serve to document Collierville School District's (CSD) assumption of certain defined portions of the High-Speed Reproduction Agreement between Shelby County Schools (SCS) and Rhodes Lauck & Associates (RLA).

Subject to SCS's release, RLA has agreed to transfer 19 duplicator units and 14 finisher units to CSD and CSD has agreed to the following terms, conditions and payments.

- 1) Cost per copy (as in the existing contract between SCS and RLA):
  - a) black/white at \$0.0050 per copy, and
  - b) color at \$0.0295 per copy, both paid monthly as billed.
- 2) Finisher fees: \$2,450 per finisher unit, billed annually on July 1 and due on July 15. CSD will pay this total amount subject to available funds, but, in any event, will pay no less than 10% of the total amount due by July 15. Should CSD pay less than the total finishing fee by July 15, it will pay the full remaining amount as soon as it has available funds to do so, but, in any event, shall pay no less than 10% of the full amount by the 15th day of each subsequent month until the finishing fee is paid in full.
- 3) Annual black/white copies in a minimum amount of 10,861,141, based on the detailed usage reports delivered herewith for the schools included in CSD.
- 4) CSD will insure all RLA equipment in its custody and control against standard casualty losses.





- 5) RLA will submit a single invoice to CSD. For each invoice, RLA will attach a detailed listing of the usage by each school and unit. CSD will pay RLA's invoices within 10 days. At CSD 's written direction, such invoices may be directed to a central buying group for municipal school districts for group payment under the terms stated herein.

Please execute this agreement in the space provided below and return the duplicate copy to me.

Thank you for your trust and confidence in our services.

Sincerely,

James P. Lauck, Jr.  
President

Accepted and Agreed:

---

John Aitken, Superintendent/Director of Schools

SCS - Muni ComColor Split

	Dup Units	Guaranteed Minimums	Annual Copy Quantities *		Annual Copy Fees		Finisher Units	Finisher Fees	Totals	
			Black	Color	Black	Color				Total
Arlington Community Schools	11	6,551,956	7,614,600	24,535	38,073	724	38,797	6	14,700	53,497
Bartlett City Schools	24	10,873,114	12,636,595	111,533	63,183	3,290	66,473	12	29,400	95,873
Collierville Schools	19	10,861,141	12,622,680	298,005	63,113	8,791	71,905	14	34,300	106,205
Germentown Municipal School Disi	14	7,074,746	8,222,180	8,512	41,111	251	41,362	6	14,700	56,062
Lakeland School System	2	904,607	1,051,323	33	5,257	1	5,258	2	4,900	10,158
Millington Municipal Schools	8	3,920,064	4,555,848	111,920	22,779	3,302	26,081	7	17,150	43,231
<b>Municipal Schools Totals</b>	<b>78</b>	<b>40,185,629</b>	<b>46,703,226</b>	<b>554,538</b>	<b>233,516</b>	<b>16,359</b>	<b>249,875</b>	<b>47</b>	<b>115,150</b>	<b>365,025</b>

\* Copy quantities and fees are based on each unit's actual volumes at SCS for the school year ending 5/31/13.  
 Current school year is tracking closely.

**SEVIER COUNTY SCHOOLS  
COOPERATIVE PURCHASING AGREEMENT**

The Collierville School System (or agency) requests permission from the Sevier County School System to purchase from the technology bid awarded by the Sevier County School System.

The Collierville School System (or agency) agrees to purchase directly from the vendor that is awarded the Sevier County School System technology bid. The Collierville School System agrees to be financially responsible for all orders placed and hold the Sevier County School System harmless against any claims from orders placed by the Collierville School System.

The Sevier County School System has placed the awarded technology bid on its web site ([www.sevier.org](http://www.sevier.org)) reflecting the contract and award information for school systems and agencies to download for documentation purposes.

County or School District Collierville Schools  
Representative's Name John S. Aitken - Superintendent  
Representative's Signature John S. Aitken

The Sevier County School System grants permission for the Collierville School System (or agency) to purchase from the technology bid awarded by our school system.

Jack Parton  
**Dr. Jack A. Parton,**  
**Director of Schools**  
**Sevier County, Tennessee**

This document is to comply with T.C.A. 12-3-1004 which provides for local governments to enter into cooperative purchasing agreements.

Please return two signed copies to Sevier County Schools, 226 Cedar Street, Sevierville, TN 37862, Attn: Jerry Huskey. Sevier County Schools will return one signed copy to you and keep one for their records.

Central Knox, Inc  
 dba Central Technologies, Inc.  
 P.O. Box 30867  
 Knoxville, TN 37930  
 865-566-0230 Fax: 865-312-8190

4/29/2014  
 Quote #: 9840  
 Page: 1

Quoted To:  
 Bartlett City Schools  
 5650 Woodlawn Drive  
 Memphis, TN 38134

Phone:  
 Cust PO:  
 Reference:

Terms: NET 30  
 Ship Via: Drop Ship

Salesperson: LDC  
 Valid Through: 7/28/2014

Stock Code	Description	Taxable	Quantity	Price	Extended
SYSDEL469-3779	Dell PowerEdge R420 - Server - rack-mountable -1U - 2-way -1 x Xeon E5-2407 / 2.2 GHz - RAM 8 GB - SAS - hot-swap 2.5" - HDD 2 x	Y	1.00	2,495.00	2,495.00
SYSDEL680909207	PowerEdge VRTX, 2-M520 48GB Ram Per M520, 2 1TB 2.5" 7.2K SATA HD's for OS, 4 1.2TB 10K RPM HD's for storage.	Y	1.00	16,301.00	16,301.00
SYSDEL461-9286	Dell VRTX 2XM520 RACK E52420 6X8GB 900GB - 600GB Usable	Y	1.00	13,933.00	13,933.00
SYSDEL681406216	PowerEdge VRTX, 2-M520 48GB Ram Per M520, 2 1TB 2.5" 7.2K SATA HD's for OS, 6 - 600GB 10K RPM HD's for storage. .	Y	1.00	17,598.00	17,598.00

SubTotal: 50,327.00  
 Tax: 0.00  
 Shipping: 0.00  
 Total: 50,327.00

ALL PRODUCTS CARRY A MFR. DIRECT WARRANTY - RETURN OF NON-DEFECTIVE, UNOPENED ITEMS ACCEPTED 10 DAYS FROM SHIP DATE  
 AND WILL REQUIRE PRODUCT MFR. APPROVAL PRIOR TO RETURN - A 15% RESTOCK FEE WILL APPLY - DAMAGED OR MISSING ITEMS  
 MUST BE REPORTED WITHIN 48 HOURS - A FINANCE CHARGE OF 1.5% PER MONTH WILL BE APPLIED TO OVERDUE BALANCES - SPECIAL  
 ORDER ITEMS ARE NON-RETURNABLE.



COMMERCIAL LEASE AGREEMENT

Order Date: 05/21/2014
Estimated Delivery Date: 05/28/2014
Showroom: MEMPHIS RENTAL SHOWROOM
Phone: 901-365-2560
Customer P.O.
Territory Rep: Tiffany M. Collum RSX625X
Close Rep: Jason Dancy - LMX199-EXMT

Customer #: 1039568 Lease #: 701953 Type: 20
Order #: 1 New Delivery
Quote Id: 393843

Lessee: Town of Collierville Bill To: Town of Collierville Ship To: Town of Collierville
500 POPLAR VIEW PARKWAY 500 Poplar View Parkway 500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017 Collierville, TN, 38017 COLLIERVILLE, TN 38017
901-457-2220 901-457-2220 901-457-2220

Table with columns: LINE, ITEM#, DESCRIPTION, QTY, EACH, TOTAL. Lists items like CONF TBL RECT, EXECUTIVE CHAIR, TASK CHAIR, GUEST CHAIR, PANEL CABLE, PANEL ENERGY, WORK SURFACE, CORNER WORK SURFACE, POWER ENTRY WHIP.

LEASE DISCLOSURE /EXPLANATION OF PAYMENTS

Table with 4 columns: Amount Due At Lease Signing, Monthly Payments, Other Charges, Total Of Payments. Includes details on advance/1st monthly payment, security deposit, delivery fee, and total amount due.

PURCHASE OPTION AT END OF LEASE TERM. Lessee has an option to purchase the Property at the end of the Lease term for \$ plus applicable sales tax. OTHER IMPORTANT TERMS. Read the rest of this Lease document carefully for additional information on purchase options, early termination, maintenance responsibilities, warranties, late payment and default charges, insurance, and any security interests, if applicable.

TERMS AND CONDITIONS: Lessee (designated above) agrees to lease the property described above (the 'Property') from CORT Business Services (CORT) for 3 months (the 'Lease Term') beginning on the date the Property is delivered pursuant to this Lease. After 3 months the Lease will continue on a month-to-month basis until terminated by CORT or Lessee. Any additions or deletions to the Property must be confirmed by CORT in writing and may result in modifications to Lessee's monthly rental payment and/or additional transportation charges. Lessee's TOTAL MONTHLY PAYMENT which is due each month on the first of the month is made up of Base Rent \$ 5,280.50, Damage Waiver Fee \$ 633.66, Sales/Use Tax (if applicable) \$ 0.00, Other \$ 0.00. Unless restricted by law, Lessee will be charged a LATE PAYMENT FEE equal to \$25.00 or 2% of the Total Amount Due as shown on the monthly invoice, whichever is greater, for each month that Lessee fails to pay, by its due date, the Total Amount Due shown on the monthly invoice. Additionally, all undisputed balances over thirty (30) days past due are subject to a monthly interest charge of 1.5% (unless restricted by law). These fees and charges shall be in addition to all other remedies available to CORT. CHECKS RETURNED OR CREDIT CARD CHARGES DECLINED FOR ANY REASON are subject to a \$ 35.00 administrative charge. TAXES: Lessee agrees to pay all sales and use taxes on the Property where applicable. The total amount Lessee will pay during the Lease Term in Sales/Use Taxes is \$ 0.00. DAMAGE WAIVER FEE: Lessee agrees [X] / declines [ ] (check one) to pay the damage waiver fee. For this fee, CORT will bear all risk of damage or loss to the Property (including damage or loss caused by natural disasters such as fires, floods, earthquakes and tornadoes) EXCEPT for damage or loss caused by theft, disappearance, gross negligence, misuse or abuse (including without limitation damage by cigar or cigarette burns, pets, and insect infestation), for which Lessee will remain responsible. The total amount Lessee will pay during the Lease Term in damage waiver fees is \$1,900.98. If Lessee declines this damage waiver, Lessee must provide CORT, prior to delivery, with a certificate of insurance evidencing fire and extended coverage protection for the full replacement value of the Property and naming CORT, as loss payee. If CORT, agrees to deliver the leased furniture prior to receipt of certificate of insurance, damage waiver fees will be charged until this certificate is received. Initial



COMMERCIAL LEASE AGREEMENT

Order Date: 05/21/2014
Estimated Delivery Date: 05/28/2014
Showroom: MEMPHIS RENTAL SHOWROOM
Phone: 901-365-2560
Customer P.O:
Territory Rep: Tiffany M. Collum RSX625X
Close Rep: Jason Dancy - LMX199-EXMT

Customer #: 1039568 Lease #: 701953 Type: 20
Order #: 1 New Delivery
Quote Id: 393843

Lessee: Town of Collierville Bill To: Town of Collierville Ship To: Town of Collierville
500 POPLAR VIEW PARKWAY 500 Poplar View Parkway 500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017 Collierville, TN, 38017 COLLIERVILLE, TN 38017
901-457-2220 901-457-2220 901-457-2220

Customer e-mail: mbajusz@ci.collierville.tn.us

Customer Cell Phone:

Table with columns: LINE, ITEM#, DESCRIPTION, AOII, QTY, EACH, TOTAL. Contains 26 line items for various electrical components like receptacles, shelves, and connectors, with a total of 400 pieces.

**Lessee's OPTION TO PURCHASE DURING TERM OF LEASE: (Check One)**

If Lessee is not in default under this Lease, Lessee has an option to purchase the Property at any time by giving written notice to CORT. Lessee's lump sum purchase price will be equal to \_\_\_\_\_ less allowable credits, plus applicable taxes. Credit will be allowed in the amount of 100% of Lessee's first \_\_\_ monthly Base Rent payments made. However, credit for payments on additions to the Property will begin to accrue only after the new items are delivered. Credit will not be allowed for any Property returned to CORT. The terms of the purchase option exercised at the end of the Lease Term are described above.

Lessee has no option to purchase the Property during the term. Initial \_\_\_\_\_  
**SECURITY DEPOSIT:** Lessee's security deposit, if required, will be refunded to Lessee upon return of the Property less an amount equal to any damage or loss to the Property (ordinary wear and tear excepted) not covered by the Damage Waiver Fee, any outstanding lease payments and any charges resulting from Lessee's failure to meet the provisions of the Lease. Lessee shall remain liable for any amounts owed by Lessee in excess of the security deposit. Lessee may not apply Lessee's security deposit to any payment owed under the Lease.

**UPON TERMINATION OF THE LEASE, PLEASE PROVIDE CORT A FORWARDING ADDRESS SO THAT ANY FUNDS DUE TO LESSEE MAY BE PROPERLY REFUNDED.** Refund of monies owed to Lessee after termination of the Lease will be made by check unless Lessee is making automatic payments by credit card, in which case a credit will be issued to the card. Refunds will require approximately fifteen (15) days processing.

**DELIVERY:** CORT shall deliver the Property to the address specified above and on the date set forth above. Lessee grants CORT permission to enter the premises for the purposes of delivering and picking up the Property. CORT shall have no liability for damages resulting from any delay in delivery or pick up of the Property.

**ADDITIONAL TRANSPORTATION CHARGE:** If, through no fault of CORT, an additional pick up or delivery must be made to complete this transaction, an additional transportation charge not to exceed the original delivery charge will be due.

**TERMINATION AND PICK UP NOTICE:** In order to arrange for an orderly close out of this Lease and pickup of the Property, Lessee must give CORT at least FIFTEEN (15) days written notice prior to any termination of this Lease. Failure to provide such notice will result in an additional Pick Up Charge.

**RESPONSIBILITY FOR MAINTAINING THE PROPERTY:** CORT inspects the Property prior to delivery to insure that it is free of material defects or infestation. Lessee is responsible for maintaining the Property in good condition, subject to ordinary wear, and for any damage, loss or destruction not covered by the Damage Waiver Fee or Certificate of Insurance, whichever is applicable. In the event of damage or loss not covered by the Damage Waiver Fee or Certificate of Insurance, CORT will charge Lessee its costs of replacing or repairing the Property, including materials, parts and labor which will be detailed on the final billing statement. Lessee will not remove any item of Property from the delivery address without CORT's prior written approval. IF LESSEE FAILS TO RETURN THE PROPERTY AS REQUIRED, LESSEE WILL BE LIABLE TO CORT FOR AN AMOUNT UP TO THE REPLACEMENT COST OF THE PROPERTY PLUS HANDLING FEES IN ADDITION TO ALL OTHER PAYMENTS AND CHARGES DUE UNDER THIS LEASE. Lessee agrees to indemnify, defend and hold

CORT harmless from any and all liabilities, claims, suits, losses, damages, costs and expenses, including, interest, penalties and reasonable attorneys' fees, asserted against or incurred by CORT as a result of any claim that the Property is infested with insects or that insect infestation in the Property caused personal injury. Lessee also agrees to unconditionally release and discharge CORT and its officers, directors, employees and agents from any and all claims or suits for damages suffered by lessee as a result of insect infestation or personal injury caused by insects.

**WARRANTIES:** CORT is not the manufacturer of the Property provided under the Lease. CORT MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH REGARD TO SUCH PROPERTY INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**NO ASSIGNMENT:** This Lease may not be assigned by Lessee in whole or part.

**TITLE:** It is understood that this transaction is a lease and not a conditional sale or financing agreement. Title and ownership to each item of the Property shall remain with CORT unless transferred after the purchase of the Property in accordance with any option to purchase granted by this Lease. Lessee will not grant a security interest of any kind nor dispose of any item of Property. Lessee shall keep the Property free and clear from all levies, attachments, liens, and encumbrances and shall not in any way impair CORT's title in such Property.

CORT has the right to file a financing statement at any time to give notice of its ownership of the Property.  
**RIGHT TO DEMAND PERFORMANCE:** Any failure by CORT to require full performance by Lessee of the Lease shall not affect CORT's right to demand such performance in the future.

**CANCELLATION:** Lessee may cancel this Lease at any time prior to delivery of the Property. Cancellation of this Lease within two (2) business days of scheduled delivery will result in a cancellation fee not to exceed one month's rent. Refund of monies owed to Lessee after cancellation will be made by check unless Lessee is making automatic payments by credit card, in which case a credit will be issued to the card. Refunds will require approximately fifteen (15) days processing.

**DEFAULT:** Lessee will be in default under this agreement if (1) Lessee does not make any payment when due, (2) Lessee violates any of the lease provisions and fails to cure such violation within fifteen (15) days of the violation, (3) Lessee becomes subject to any bankruptcy or receivership proceeding, or (4) any statement which Lessee furnished to

CORT proves to be false, misleading or incomplete in any material respect. Upon any event of default, CORT shall have the right to terminate this agreement and repossess the Property without legal process. Lessee will remain liable for all payments due hereunder and for the fair market value of the Property until all products have been returned and all payments that are outstanding have been remitted to CORT. Lessee shall also be liable for all costs, including reasonable attorney's fees, which may be incurred by CORT in enforcing these provisions.

**MULTI-USE PROVISION:** This Lease is intended for use in several jurisdictions. Lessee agrees that if any of its provisions shall be held invalid or unenforceable under the laws of the state or jurisdiction in which Lessee resides the remaining provisions shall be enforced as if the invalid term was not included herein.

**ENTIRE AGREEMENT:** This Lease contains the entire agreement between Lessee and CORT for the rental of the specified property, supersedes all prior agreements between Lessee and CORT for the specified property, whether written or oral, and any terms, other than the Late Payment Fee, may be amended only by a written document signed by both parties. CORT reserves the right to amend the Late Payment Fee upon 60 days prior written notice to Lessee.

LESSEE ACKNOWLEDGES THAT LESSEE HAS READ THIS LEASE COMPLETELY AND UNDERSTANDS AND AGREES TO ITS TERMS. FURTHERMORE, LESSEE HAS RECEIVED A COPY OF THE LEASE WHICH LESSEE WILL REFER TO AS NECESSARY IN Lessee's USE OF THE "PROPERTY". This Lease shall become effective upon the signatures of CORT's Manager or Authorized Representative and the satisfactory approval of Lessee's rental application.

LESSEE: John S. Aiken Supervisor 5-22-17  
 Lessee's AUTHORIZED REPRESENTATIVE DATE  
 PRINTED NAME TITLE  
 CORT: \_\_\_\_\_  
 CORT RENTAL CONSULTANT DATE  
 CORT MANAGER OR AUTHORIZED REPRESENTATIVE DATE

**CREDIT CARD AUTOMATIC PAY PLAN**

For security purposes please call our office with your full credit card number

American Express       VISA       MasterCard       Discover

Name As It Appears On Card/Account: \_\_\_\_\_

Last 4 digits of the credit card# \_\_\_\_\_ Expiration date \_\_\_\_\_

Phone number for contact if we need further information:

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Customer Account Number: 1039568      Lease: 701953

**AUTHORIZATION TO CHARGE MY CREDIT CARD ACCOUNT**

I (we) hereby authorize CORT FURNITURE RENTAL to charge the credit card indicated above for current and future charges pertaining to my (our) furniture rental Lease Agreements(s). This authorization is to remain in full force and effect until CORT has received written notification otherwise from me (us).

I certify that I am an authorized user of the above credit card and that all credit card information shown is correct and accurate. All charges to such credit card will be debited or charged automatically to my (our) account by the 5th business day of each month. I (we) will not dispute or attempt to reverse any debit or charge to my (our) account made in conjunction with this authorization as long as such charges are made in accordance with the related Lease Agreement.

\_\_\_\_\_  
 Signature (as it appears on card)      Date



Name/loc	#Cont	Size	Current Freq	Yards	PPY Proposed	Proposed Monthly Rate													
<b>Arlington Community Schools</b>																			
Arlington Elem - 11825 Douglass Street	2	8	5	346.4	2.20	\$762.08													
Arlington High - 5475 Airline Rd	2	8	5	346.4	2.20	\$762.08													
Arlington Middle - 5470 Lamb Rd	2	8	5	346.4	2.20	\$762.08													
Donelson Elem - 12140 Donelson Farms Pkwy	1	8	3	103.92	2.20	\$228.62													
<b>Monthly Total for Arlington Community Schools</b>				<b>1143.12</b>		<b>\$2,514.86</b>													
<b>Bartlett City Schools - 5650 Woodlawn</b>																			
Altruria Elem - 6641 Deermont	1	8	2	69.28	2.20	\$152.42	Currently have svce at this location for Special Ed Bldg												
Applying Middle - 3700 Applying Road	1	8	5	173.2	2.20	\$381.04													
Bartlett Bus Lot - 5705 Blackwell Street	1	4	1	17.32	2.20	\$381.04													
Bartlett Elem - 3932 Billy Maher Road	1	4	1	17.32	2.20	\$381.04													
Bartlett High - 5688 Woodlawn	2	8	5	346.4	2.20	\$762.08													
Bon Lin Elem - 3940 N Gtown Rd	1	8	5	173.2	2.20	\$381.04													
Bon Lin Middle - 3862 N Gtown Rd	1	8	3	103.92	2.20	\$228.62													
EA Harroid Elem - 4943 W Union Rd	1	8	3	103.92	2.20	\$228.62													
Ellendale Elem - 6950 Dawnhill Road	1	8	5	173.2	2.20	\$381.04													
Elmore Park Middle - 6330 Althome Rd	1	8	3	103.92	2.20	\$228.62													
Oak Elem - 3573 Oak Road	1	6	5	129.9	2.20	\$285.78													
Oak Elem - 3573 Oak Road - 2nd Cont	1	4	5	86.6	2.20	\$190.52													
Rivercrest Elem - 4825 Rivercrest Lane	1	8	5	173.2	2.20	\$381.04													
Shadowlawn Middle - 4734 Shadowlawn Rd	2	8	5	346.4	2.20	\$762.08													
<b>Monthly Total for Bartlett City Schools</b>				<b>2277.58</b>		<b>\$5,163.09</b>													
<b>Collerville Schools</b>																			
Bailey Station Elem - 3435 Bailey Station	1	8	5	173.2	2.20	\$381.04													
Collerville Bus Lot	1	4	1	17.32	2.20	\$381.04													
Collerville Elem - 590 Peterson Lake Rd	1	8	3	103.92	2.20	\$228.62													
Collerville Elem - 2nd Container	1	4	3	51.96	2.20	\$114.31													
Collerville High - 1101 New Byhalia	3	8	5	519.6	2.20	\$1,143.12													
Collerville High - 2nd Container	1	8	1	34.64	2.20	\$76.21													
Collerville High - Field House - ON CALL	1	8	0	0	2.20	\$0.00	ON CALL Container - \$40.00 per pickup												
Collerville Middle - 580 Quinn Road	1	8	5	173.2	2.20	\$381.04													
Crosswind Elem - 831 Shelton Rd	1	8	5	173.2	2.20	\$381.04													
Schilling Farms Middle - 935 Colbert St. S	2	8	5	346.4	2.20	\$762.08													
Sycamore Elem - 1155 Sycamore Rd	1	8	5	173.2	2.20	\$381.04													
Tara Oaks Elem - 600 E. Harpers Ferry	1	8	5	173.2	2.20	\$381.04													
<b>Monthly Total for Collerville Schools</b>				<b>1939.84</b>		<b>\$4,267.65</b>													
<b>Lakeland School System</b>																			
Lakeland Elem - 10050 Oak Seed Lane	1	8	5	173.2	2.20	\$381.04													
<b>Monthly Total for Lakeland School System</b>				<b>173.2</b>		<b>\$381.04</b>													
<b>Total for all Schools</b>				<b>5533.74</b>		<b>\$12,326.64</b>													

THE ABOVE PRICING REFLECTS SIGNING A ONE YEAR CONTRACT

**TERMS AND CONDITIONS (continued from other side)**

**PAYMENT.** Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

**RATE ADJUSTMENTS.** Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

**SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

**RESPONSIBILITY FOR EQUIPMENT ACCESS.** Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

**DAMAGE TO PAVEMENT.** Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

**SUSPENSION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

**TERMINATION.** In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

**PAYMENT UPON TERMINATION.** If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**ASSIGNMENT.** Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

**EXCUSED PERFORMANCE.** Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

**ATTORNEY'S FEES.** If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

**MISCELLANEOUS.** This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentially obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that an electronically stored copy of this Agreement constitutes proof of the contents of this Agreement, as though it were original.

CUSTOMER'S INITIAL:

(X) \_\_\_\_\_ (X)

Pern




**INVOICE TO**

CUSTOMER NAME: **Collerville Schools**  
 ATTN: \_\_\_\_\_  
 ADDRESS: **146 College St.**  
**Collerville, TN**  
 ZIP CODE: **38017**  
 TEL NO: \_\_\_\_\_  
 FAX NO: \_\_\_\_\_

**SITE LOCATION**

SITE NAME: **Collerville Bus Lot**  
 ADDRESS: \_\_\_\_\_  
 CITY STATE: **Collerville, TN**  
 ZIP CODE: \_\_\_\_\_  
 TEL NO: \_\_\_\_\_  
 FAX NO: \_\_\_\_\_  
 AUTHORIZED BY: \_\_\_\_\_  
 CONTACT: \_\_\_\_\_



**Customer Service Agreement**

AGREEMENT NUMBER: **090668**  
 ACCOUNT NUMBER: **00002**

E-MAIL: \_\_\_\_\_

LN	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT
1	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr
2	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr
3	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr
4	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr
5	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr
6	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr
7	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr
8	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr
9	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr
10	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr	1	Yr

UP WASTE SERVICES, LLC ORA ALLIED WASTE SERVICES OF MEMPHIS  
 REPUBLIC SERVICES OF MEMPHIS, BARBER BROTHERS OF MEMPHIS  
 HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 AUTHORIZED SIGNATURE: \_\_\_\_\_  
 CUSTOMER NAME (PLEASE PRINT): \_\_\_\_\_  
 DATE OF AGREEMENT: \_\_\_\_\_

**COMMENTS**

Rate based on lbs/yr

**FOR OFFICE USE ONLY**

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?  YES  NO

ADDITIONAL ACCOUNT NUMBER	ORDER DATE	DISH TOLERANCE	SCHEDULE	CR. 1 ANALYST

--	--	--	--	--

The undersigned hereby signing this agreement on behalf of Customer acknowledges that he or she had read and understands the terms and conditions of this Agreement and that he or she had due authority to sign the Agreement on behalf of Customer.

**Guaranteed Rate Yr 1**  
 Rate not to exceed 1/3  
 42595 Pct Delivery @  
 40000 FEL Extra/Relocate/Removal  
 520 FEL Extra Per Yard  
 Y/N Fuel Recovery Fee  
 Y/N Environmental Fee

**TERMS AND CONDITIONS**

**SERVICES.** Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.

**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 12 months. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR 90 CONSECUTIVE 30-MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; infectious wastes; medical wastes; or radioactive waste (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claim, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fee) ("collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.


**INVOICE TO**

CUSTOMER NAME: **Collerville Schools**  
 ATTN: **146 College St.**  
 ADDRESS: **Collerville, TN**  
 CITY STATE: **38014**  
 ZIP CODE: **38014**  
 TEL. NO. FAX NO.

**SITE LOCATION**

SITE NAME: **Collerville Elementary**  
 ADDRESS: **550 Peterson Lake**  
 CITY STATE: **Collerville TN**  
 ZIP CODE: **38014**  
 TEL. NO. FAX NO.

AUTHORIZED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_



**Customer Service Agreement**

AGREEMENT NUMBER: **090669**  
 ACCOUNT NUMBER: **00003**

LINE	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
N 1	FL BYD/N 1/2 PN	3/1W			\$228.62
N 2	FL 4yd N 1 PN	3/1W			\$114.31

**BEI WASTE SERVICES, LLC DBA ALLED WASTE SERVICES OF MEMPHIS**  
 REPUBLIC SERVICES OF MEMPHIS, BARKER BROTHERS OF MEMPHIS

HEREINAFTER REFERRED TO AS THE "COMPANY"

**Guaranteed Rate 1yr 12**  
 Rate not to exceed 4%  
 4/1/1980 60 days prior

BY: (Signature) CUSTOMER NAME (PLEASE PRINT): \_\_\_\_\_  
 AUTHORIZED SIGNATURE: \_\_\_\_\_

**TERMS AND CONDITIONS**

S95-FEL-Delivery  
 S20-FEL-Extra/Relocate/Removal  
 1000-FEL-Recovery Fee  
 1000-Env-Environmental Fee

DATE OF AGREEMENT: \_\_\_\_\_

**COMMENTS**

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

(AUTHORIZED SIGNATURE)

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?  YES  NO

FOR OFFICE USE ONLY

TERMINAL	SALES REPRESENTATIVE	TAC CODE	TERMINAL	SALES REPRESENTATIVE	TAC CODE
1	ONE AT A TIME		2		

**SERVICES.** Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.

**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.


**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances; wastes or pollutants; contaminants; infectious wastes; medical wastes; or radioactive waste (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claim damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fee (collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

**FILE COPY**

**INVOICE TO**  
 CUSTOMER NAME: Collerville Schools  
 ATTN: 146 College St.  
 ADDRESS: Collerville, TN  
 CITY STATE: Collerville, TN  
 ZIP CODE: 38017  
 TEL NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

**SITE LOCATION**  
 SITE NAME: Collerville High School  
 ADDRESS: 1101 New Byhalia  
 CITY STATE: Collerville, TN  
 ZIP CODE: 38017  
 TEL NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
 AUTHORIZED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_



**Customer Service Agreement**  
 AGREEMENT NUMBER: 090671  
 ACCOUNT NUMBER: 00004

LT	DM	TR	SE	C	D	AMT	CO	CD	SR	EST	S	LS	WT	LN	GR	LT	MA	SR	108	WT	LT	CD	MO	SR	TR	GR	NO	TR	SR	NO
N 1	FL	8yd	N 3	PN					151W																					
N 2	FL	8yd	N 1	PN					11W																					

DEWASTE SERVICES, LLC DBA ALTED WASTE SERVICES OF MEMPHIS  
 HEREBY SERVICES OF MEMPHIS, PARKER BROTHERS OF MEMPHIS  
 HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

BY: (X) \_\_\_\_\_ TITLE: \_\_\_\_\_  
 (CUSTOMER NAME PLEASE PRINT)

DATE OF AGREEMENT: \_\_\_\_\_

**COMMENTS**  
 DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER? NO  
 FOR OFFICE USE ONLY  
 Rate based on: lbs/yd

**TERMS AND CONDITIONS**  
 SERVICES. Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.  
 TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL. RETURN RECEIPT REQUESTED. AND ACTUALLY RECEIVED BY COMPANY.  
 WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.  
 TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

**FILE COPY**  
 SLS 014 (837) 8/10  
 CONTINUED ON REVERSE

**INVOICE TO**  
 CUSTOMER NAME: Collerville Schools  
 ADDRESS: 146 College Street  
 CITY: Collerville, TN  
 STATE: 38017  
 ZIP CODE: 38017  
 TEL. NO.:  
 FAX NO.:

**SITE LOCATION**  
 SITE NAME: Collerville High-Field House  
 ADDRESS: 1101 New Bynaha  
 CITY: Collerville  
 STATE: TN  
 ZIP CODE: 38017  
 TEL. NO.:  
 FAX NO.:  
 TITLE:  
 AUTHORIZED BY:  
 CONTACT:

**REPUBLIC SERVICES**  
 Customer Service Agreement  
 AGREEMENT NUMBER: 090672  
 ACCOUNT NUMBER: 00005  
 E-MAIL:

NO	CON	TYPE	USE	C	QTY	QTY	CO	ONO	REV	REV	REV	REV	REV	REV	REV	REV	REV	REV	REV	REV	
N 1	PL	BYD	N	1	PN				ON	1	N	Y	N	5	LD						

**BE WASTE SERVICES, LLC - DBA ALLIED WASTE SERVICES OF MEMPHIS**  
**REPUBLIC SERVICES OF MEMPHIS, BARKER BROTHERS, GE MEMPHIS**

**HEREINAFTER REFERRED TO AS THE "COMPANY"**

BY: \_\_\_\_\_  
 AUTHORIZED SIGNATURE:

**Guaranteed Rate Yr 1**  
 Rate - ~~not to exceed~~ %  
4.115NRD 60 days prior  
 Yr 2  
 Yr 3

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she had read and understands the terms and conditions of this Agreement and that he or she had the authority to sign the Agreement on behalf of Customer.

(Signature)  
 AUTHORIZED SIGNATURE

TITLE: \_\_\_\_\_  
 DATE OF AGREEMENT: \_\_\_\_\_

**COMMENTS**

**DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?**  
 ID NUMBER: \_\_\_\_\_  
 YES  NO

**TERMS AND CONDITIONS**  
 SERVICES. Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) collectively, "Waste Materials", and Company agrees to furnish such services.  
 TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR 30 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.  
 WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances, toxic substances, wastes or pollutants; contaminants; infectious wastes; medical wastes; or radioactive waste (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees ("collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

**FOR OFFICE USE ONLY**

STATION NUMBER	OFFICIAL SERVICE DATE	TERMIN DATE	CP	REVISED DATE	CP	REVISED DATE
SUBS REPRESENTATIVE	SALES REPRESENTATIVE	SALES REPRESENTATIVE	SALES REPRESENTATIVE	SALES REPRESENTATIVE	SALES REPRESENTATIVE	SALES REPRESENTATIVE
ORDER APPROVAL	ORDER APPROVAL	ORDER APPROVAL	ORDER APPROVAL	ORDER APPROVAL	ORDER APPROVAL	ORDER APPROVAL

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 SLS 014 (03/7) 8/10  
 CONTINUED ON REVERSE



**INVOICE TO**  
**CUSTOMER NAME** Collierville Schools  
**ATTN.**  
**ADDRESS** 146 College St.  
 Collierville, TN  
**CITY** Collierville, TN  
**STATE**  
**ZIP CODE** 38017  
**TEL. NO.**  
**FAX NO.**

**SITE LOCATION**  
**SITE NAME** Collierville Middle School  
**ADDRESS** 580 Quinn Rd  
 Collierville, TN  
**CITY** Collierville, TN  
**STATE**  
**ZIP CODE** 38017  
**TEL. NO.**  
**FAX NO.**  
**AUTHORIZED BY**  
**TITLE**  
**CONTACT**

**REPUBLIC SERVICES**  
**Customer Service Agreement**  
**AGREEMENT NUMBER** 090673  
**ACCOUNT NUMBER** - 00006

LN	QTY	UNIT	DESCRIPTION	DATE	AMOUNT	TAX	TOTAL	REMARKS
1	1	FL	8yd N 1 PN	5/17	381.01		381.01	

**WE WASTE SERVICES, LLC - DBA ALLED WASTE SERVICES OF MEMPHIS**  
**REPUBLIC SERVICES OF MEMPHIS, BARBER BROTHERS OF MEMPHIS**  
 HEREINAFTER REFERRED TO AS THE "COMPANY"

**Guaranteed Rate Yr 1**  
 Rate is not to exceed  
 4/1/15NRD 60 days prior

**40 SPS FEL Extra/Relocate/Removal**  
**520 FEL Extra Per Yard**  
**Y Fuel Recovery Fee**  
**Y Environmental Fee**

BY \_\_\_\_\_ TITLE \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of Customer.

BY \_\_\_\_\_ TITLE \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

**COMMENTS**  
 DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?  
 ID NUMBER \_\_\_\_\_  
 YES  NO

**TERMS AND CONDITIONS**  
**SERVICES.** Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish services.  
**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUGGESTIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.  
**HAZARDOUS WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; it shall not contain any hazardous wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.  
**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

**ADDITIONAL ACCOUNT NUMBERS**  
**ORDER NUMBER**  
**DATE OF AGREEMENT**  
**DATE OF ORDER**  
**DATE OF DELIVERY**  
**DATE OF INVOICE**  
**DATE OF PAYMENT**  
**DATE OF RECEIPT**  
**DATE OF CANCELLATION**  
**DATE OF RESCINDMENT**  
**DATE OF TERMINATION**  
**DATE OF EXPIRATION**  
**DATE OF CLOSURE**  
**DATE OF REOPENING**  
**DATE OF RE-EVALUATION**  
**DATE OF RE-ASSESSMENT**  
**DATE OF RE-INSPECTION**  
**DATE OF RE-TESTING**  
**DATE OF RE-ANALYSIS**  
**DATE OF RE-CORRECTION**  
**DATE OF RE-APPROVAL**  
**DATE OF RE-CERTIFICATION**  
**DATE OF RE-REGISTRATION**  
**DATE OF RE-LICENSING**  
**DATE OF RE-RENEWAL**  
**DATE OF RE-EXPIRATION**  
**DATE OF RE-CANCELLATION**  
**DATE OF RE-RESCINDMENT**  
**DATE OF RE-TERMINATION**  
**DATE OF RE-VOIDING**  
**DATE OF RE-CERTIFIED MAIL**  
**DATE OF RE-RECEIPT**  
**DATE OF RE-COMPANY**

**FILE COPY**  
 SLS 014 (837) 8/10  
 CONTINUED ON REVER



**INVOICE TO**

CUSTOMER NAME: **Collerville Schools**  
 ATTN: **146 College St.**  
 ADDRESS: **Collerville, TN**  
 CITY STATE: **38017**  
 ZIP CODE: **38017**  
 TEL. NO.: **38017**  
 FAX NO.:

**SITE LOCATION**

SITE NAME: **Crosswind Elementary**  
 ADDRESS: **831 Shelton Rd**  
 CITY STATE: **Collerville, TN**  
 ZIP CODE: **38017**  
 TEL. NO.: **38017**  
 FAX NO.: **38017**  
 AUTHORIZED BY: **38017**  
 CONTACT: **38017**  
 TITLE: **38017**



**Customer Service Agreement**

AGREEMENT NUMBER: **090674**  
 ACCOUNT NUMBER: **000001**

LINE NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	TAXES	DISCOUNT	NET	REMARKS
1	NY NSLD1								
2	NY NSLD1								
3	NY NSLD1								
4	NY NSLD1								
5	NY NSLD1								
6	NY NSLD1								
7	NY NSLD1								
8	NY NSLD1								
9	NY NSLD1								
10	NY NSLD1								
11	NY NSLD1								
12	NY NSLD1								
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94	NY NSLD1								
95	NY NSLD1								
96	NY NSLD1								
97	NY NSLD1								
98	NY NSLD1								
99	NY NSLD1								
100	NY NSLD1								

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of Customer.

BY: *[Signature]* TITLE: \_\_\_\_\_ DATE OF AGREEMENT: \_\_\_\_\_  
 AUTHORIZED SIGNATURE: \_\_\_\_\_ CUSTOMER NAME (PLEASE PRINT): \_\_\_\_\_

**TERMS AND CONDITIONS**

SERVICES. Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.

TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 12 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEWED SUCCESSIVE 30 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL. RETURN RECEIPT REQUESTED. AND ACTUALLY RECEIVED BY COMPANY.

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TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

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SLS 014 (837) 8/10 CONTINUED ON REVERS

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?  YES  NO

FOR OFFICE USE ONLY

Rate based on \_\_\_\_\_ lbs/yr

SALES REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

SALES REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

SALES REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

INVOICE TO

CUSTOMER NAME: Collierville Schools  
 ATTN: Mr. College St  
 ADDRESS: Collierville, TN 38017  
 CITY: Collierville, TN  
 STATE: TN  
 ZIP CODE: 38017  
 TEL. NO.:  
 FAX NO.:

SITE LOCATION

SITE NAME: Schilling Farms Middle School  
 ADDRESS: 935 Colbert St. S.  
 CITY: Collierville, TN  
 STATE: TN  
 ZIP CODE: 38017  
 TEL. NO.:  
 FAX NO.:  
 AUTHORIZED BY:  
 TITLE:  
 CONTACT:



Customer Service Agreement

AGREEMENT NUMBER: 090675  
 ACCOUNT NUMBER: - 00008

DATE	TIME	BY	DESCRIPTION	AMOUNT	TAXES	TOTAL	REMARKS
11/10/10	8:45 AM	NY N 521	NY N 521	\$762.08		\$762.08	

BEI WASTE SERVICES, LLC DBA ALLIED WASTE SERVICES OF MEMPHIS  
 REPUBLIC SERVICES OF MEMPHIS, BARKER BROTHERS OF MEMPHIS  
 HERINAFTER REFERRED TO AS THE "COMPANY"

BY: [Signature] TITLE: [Blank] DATE OF AGREEMENT: [Blank]

GUARANTEED RATE 1%  
 Rate is not to exceed 4%  
 4/1/15 NR D 60 days prior

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and hereby agrees to sign the Agreement on behalf of Customer.

BY: [Signature] TITLE: [Blank] DATE OF AGREEMENT: [Blank]

TERMS AND CONDITIONS

SERVICES. Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"); and Company agrees to furnish such services.

TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 12 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 12 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances, to include: solvents; waste or pollutants; contaminants; infectious wastes; medical wastes; or radioactive waste (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claim damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) ("collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

FILE COPY

SLS 014 (837) 8/10

CONTINUED ON REVERS



Customer Service Agreement

AGREEMENT NUMBER 090676

ACCOUNT NUMBER - 00009

SITE LOCATION

SITE NAME: Sycamore Elementary  
 ADDRESS: 1155 Sycamore Rd  
 CITY STATE: Collinsville, TN  
 ZIP CODE: 38017  
 TEL. NO.:  
 FAX NO.:

AUTHORIZED BY:  
 CONTACT TITLE:

INVOICE TO

CUSTOMER NAME: Collinsville Schools  
 ATTN: 146 College St.  
 ADDRESS:  
 CITY STATE: Collinsville, TN  
 ZIP CODE: 38017  
 TEL. NO.:  
 FAX NO.:

E-MAIL

MANAGER: 338104

EMAIL:

OTHER:

DATE:

TIME:

NO	CON	TR	SI	Q	QUANTITY	UNIT	PR	DISC	NET	UNIT PRICE	TAXES	TOTAL	REMARKS
N1	HL	8yd	N1	PN	511w	NYN	SDD	-	624	hd	N1	-	338104

Guaranteed Rate Yr 1  
 Rate the not to exceed 4%  
 Y22 7 Y23  
 4/1/15NRD 60 days prior

- 395-FEL DELIVERY
- 40 SPS FEL Extra/Relocate/Removal
- 520 FEL Extra Per Yard
- Y Fuel Recovery Fee
- Y Environmental Fee

BRI WASTE SERVICES, LLC - URA ALLIED WASTE SERVICES OF MEMPHIS  
 REPUBLIC SERVICES OF MEMPHIS, BARKER BROTHERS OF MEMPHIS  
 HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: \_\_\_\_\_ AUTHORIZED SIGNATURE  
 TITLE: \_\_\_\_\_  
 CUSTOMER NAME (PLEASE PRINT): \_\_\_\_\_  
 DATE OF AGREEMENT: \_\_\_\_\_

COMMENTS

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?  
 FOR OFFICE USE ONLY  
 YES  NO

Rate based on \_\_\_\_\_ lbs/yd.

TERMINATION DATE	TERMINATION TIME	TERMINATION LOCATION	TERMINATION BY	TERMINATION DATE	TERMINATION TIME	TERMINATION LOCATION	TERMINATION BY

**TERMS AND CONDITIONS**

SERVICES. Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.

TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) ("collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.



**Customer Service Agreement**

AGREEMENT NUMBER **090677**

ACCOUNT NUMBER **00010**

EMAIL

**SITE LOCATION**

Tara Oaks Elementary  
600 E Harpers Ferry  
Collinsville, TN  
38017

SITE NAME  
ADDRESS  
CITY  
STATE  
ZIP CODE  
TEL. NO.  
FAX NO.  
AUTHORIZED BY  
CONTACT

**INVOICE TO**

Collinsville Schools  
146 College St.  
Collinsville, TN  
38017

NO.	CON	TR	ST	QTY	UNIT	PRICE	AMOUNT	TAXES	DATE	STATUS	PROJ
1	FL	8yd	N. L. PIN	51	WIN	NY N 5201	62-1410 N				
							\$381.04				

**Guaranteed Rate Yr 1**  
Rate not to exceed \_\_\_\_\_ %  
4/1/15 NR 60 days prior

597-FEL Delivery  
40 597-FEL Extra/Relocate/Removal  
520 FEL Extra Per Yard  
Y Fuel Recovery Fee  
Y Environmental Fee

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of Customer.

B. (AUTHORIZED SIGNATURE)  
CUSTOMER NAME PLEASE PRINT: \_\_\_\_\_

TITLE \_\_\_\_\_ DATE OF AGREEMENT \_\_\_\_\_

**TERMS AND CONDITIONS**

SERVICES. Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials") and Company agrees to furnish such services.

TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 12 months MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW SUCCESSIVE 96 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL. RETURN RECEIPT REQUESTED. AND ACTUALLY RECEIVED BY COMPANY.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances, toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive waste (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collective "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claim damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

FILE COPY

SLS 014 (937) 6/10

CONTINUED ON REVERSE

BY \_\_\_\_\_ AUTHORIZED SIGNATURE

TITLE \_\_\_\_\_

DATE OF AGREEMENT \_\_\_\_\_

COMMENTS

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?  YES  NO

FOR OFFICE USE ONLY

NO.	CON	TR	ST	QTY	UNIT	PRICE	AMOUNT	TAXES	DATE	STATUS	PROJ
1	FL	8yd	N. L. PIN	51	WIN	NY N 5201	62-1410 N				

## RESOLUTION NO.

WHEREAS, Chapter 282 of the Tennessee Public Acts of 1979 grants governmental entities the specific power to secure risk management, insurance, or self-insurance for themselves and their employees in different areas of liability and insurability through joint and cooperative action with other municipalities under Section 12-9-101 et seq., Tennessee Code Annotated, as amended, known as the Interlocal Cooperation Act;

WHEREAS, the Cities of Athens and Hendersonville have heretofore entered into an agreement under said Interlocal Cooperation Act to create and establish the TML Risk Management Pool, a not-for-profit corporation, for the purpose of organizing and operating an insurance pool offering risk management and other related services in addition to basic insurance coverages;

WHEREAS, said agreement authorized any political subdivision of the State of Tennessee to become a participant in said agreement by adoption of an appropriate ordinance or resolution;

WHEREAS, the Collierville Schools Board of Education has determined that said municipality will benefit from its participation in said agreement with the City of Athens and Hendersonville and such other municipalities as may participate therein;

WHEREAS, it has been proposed that the Collierville Schools Board of Education enter into a contract with the TML Risk Management Pool, a copy of said contract being attached hereto as Exhibit A and incorporated herein as fully as though copies; and,

WHEREAS, the Collierville Schools Board of Education has reviewed the provision of said contract and has determined it to be in the best interests of said municipality and its citizens that appropriate steps be taken to enter into said contract.

NOW, THEREFORE, BE IT RESOLVED BY THE Collierville Schools Board of Education as follows:

1. The Collierville Schools Board of Education shall participate in the agreement between the Cities of Athens and Hendersonville and such other municipalities a participate therein, said agreement being to cooperate in creating establishing and contracting with the TML Risk Management Pool, a not-for-profit Tennessee corporation organized to provide a method for political subdivisions of the State of Tennessee to obtain risk management, insurance, self-insurance or any combination thereof for any and all areas of liability or insurability.
2. The form, content and provision of the contract, a copy of which is attached hereto as Exhibit A and incorporated herein as fully as though copied, are hereby approved.
3. The Superintendent is empowered and directed on behalf of the Collierville Schools Board of Education to enter into said contract with the TML Risk Management Pool for certain services of risk management and insurance in accordance with Chapter 282 of the Tennessee Public Acts of 1979, and to take such steps as may be necessary to implement and carry out the intent of the Resolution.
4. This resolution shall become effective upon its passage, the public welfare requiring it.

APPROVED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_

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Collierville Schools Board of Education

ATTEST:

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**COLLIERVILLE SCHOOLS**

**PROPERTY AND CRIME COVERAGE  
6/2/2014 - 7/1/2014**

**VALUES**

Building / Location Values	\$139,141,800
Personal Property Values	\$9,000,000
Electronic Data Processing Equipment Values	No limit provided
Mobile Equipment Values	No limit provided

**BUILDINGS & PERSONAL PROPERTY**

**SHORT-TERM PREMIUM: \$5,000 Per Occurrence Deductible** **\$9,963**

**7/1/2014 - 7/1/2015**

**VALUES**

Building / Location Values	\$139,141,800
Personal Property Values	\$9,000,000
Electronic Data Processing Equipment Values	No limit provided
Mobile Equipment Values	No limit provided

**BUILDINGS & PERSONAL PROPERTY**

**ANNUAL PREMIUM: \$5,000 Per Occurrence Deductible** **\$145,641**



**GENERAL LIABILITY, PERSONAL INJURY LIABILITY,  
 ERRORS OR OMISSIONS LIABILITY,  
 AUTOMOBILE LIABILITY, AND AUTOMOBILE PHYSICAL DAMAGE POLICY**

Policy Number  
 TML-0642-17

**DECLARATIONS**

Renl/Rewrite of  
 TML-0642-14

ITEM 1. **INSURED**

COLLIERVILLE SCHOOLS  
500 POPLAR VIEW PARKWAY,  
COLLIERVILLE, TN 38017

**AGENT**

DIRECT  
500 POPLAR VIEW PARKWAY,  
COLLIERVILLE, TN 38017

**THREE YEAR POLICY PERIOD**

From 7/1/2014 To 7/1/2017 12:01 A.M. Standard Time at Insured's Mailing Address

First Anniversary Rating Date 7/1/2014  
 Second Anniversary Rating Date 7/1/2015  
 Third Anniversary Rating Date 7/1/2016

ITEM 2. **COVERAGE PERIOD-FIRST YEAR: 7/1/2014 - 7/1/2015**

ITEM 3. **COVERAGE PARTS**

In return for the payment of the premium, and subject to all of the terms of the policy, the TML Risk Management Pool agrees to provide you with the coverages shown below for which a premium charge is stated. As this is a Three Year Policy Period, an Anniversary Rerate will be processed with an annual premium charge on each of the Anniversary Rating Dates shown above.

**THREE YEAR POLICY PERIOD**  
 First Year Premium for 7/1/2014 - 7/1/2015

COVERAGE	COVERAGE PART	PREMIUM
General Liability	A/B	14,918
Law Enforcement Liability	A/B	0
Errors or Omissions Liability	C	69,870
Automobile Liability	D	625
Automobile Physical Damage	E	69
Other		
<b>TOTAL</b>		<b>85,482</b>

**TENNESSEE MUNICIPAL LEAGUE RISK MANAGEMENT POOL**  
 5100 MARYLAND WAY, BRENTWOOD TN 37027



**INTERLOCAL AGREEMENT FOR  
STUDENT TRANSPORTATION ASSISTANCE**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between Town of Collierville Board of Education, a public school district, located at 500 Poplar View Parkway, Collierville, TN 38017 and the following public school districts: Town of Arlington Board of Education, Bartlett City Board of Education, City of Lakeland Board of Education, City of Germantown Board of Education, and City of Millington Board of Education (the "Districts" or the "Boards") (hereinafter collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Tennessee Legislature passed Public Chapter No. 256 of the 2013 Public Acts to amend Title 49 relative to local educational agencies, including Tennessee Code Annotated §49-2-127(b), which authorizes the governing body of a municipality to establish, by ordinance, a municipal board of education in compliance with Tennessee Code Annotated §49-2-201; and

**WHEREAS**, the Parties were lawfully established by respective local ordinance pursuant to Tennessee Code Annotated §49-2-106 and in compliance with Tennessee Code Annotated §49-2-201; and

**WHEREAS**, Town of Collierville Board of Education is an entity authorized pursuant to the laws of the State of Tennessee to operate a public school district within Shelby County, Tennessee; and

**WHEREAS**, the Boards are entities authorized pursuant to the laws of the State of Tennessee to operate public school districts within Shelby County, Tennessee; and

**WHEREAS**, the Parties intend to commence instruction beginning with the 2014-2015 school year and continuing each year thereafter; and

**WHEREAS**, pursuant to Tennessee Code Annotated §7-51-908, the Parties are authorized to contract among themselves for matters concerning education; and

**WHEREAS**, the Parties are in need of Student Transportation services in order to serve their present and future needs; and

**WHEREAS**, Town of Collierville Board of Education has a Student Transportation staff with sufficient qualifications to provide those services to the Boards; and

**WHEREAS**, the Parties have agreed to enter into this Agreement to effect the purposes stated herein.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the Town of Collierville Board of Education (the “Provider”) and the Boards agree as follows:

1. Purpose – The purpose of this Agreement is to authorize the Provider to deliver Student Transportation services to the Districts in exchange for consideration under the following terms and conditions.
2. Designated Representatives – To implement this Agreement, each Party’s Director of Schools shall be designated as that Party’s representative with regard to their respective Districts’ Student Transportation needs, the budgeting process outlined herein, and all other matters pertaining to those services provided pursuant to this Agreement. Such designees, hereinafter collectively referred to as the “Directors,” shall serve as the point of contact for the Provider, the Provider’s Director, and all Student Transportation personnel.
3. Services – The Provider shall cause its Student Transportation personnel (“Transportation Personnel”) to deliver the Student Transportation services (the “Services”) outlined on Attachment A to the Districts pursuant to applicable federal, state and local laws, codes, rules and regulations.
4. Third-Party Contract(s) – The Parties expressly acknowledge, and this Agreement contemplates, that Provider shall enter into a third-party contract for Student Transportation software (the “Software”) necessary for the delivery of the Services outlined on Attachment A. The Software shall be made accessible to the Districts subject to the terms and conditions stated on Attachment B. Each such third-party software contract shall be and is hereby incorporated herein by reference, and each of the Parties shall be bound by all terms, conditions, obligations, limitations and exclusions set forth therein as if a signatory thereto, including but not limited to any warranties, limitations on warranties, limitations of liability, intellectual property rights and restrictions, and termination provisions, provided that Provider shall not bind Parties to indemnification of a third party provider to an extent impermissible under Tennessee law. Such terms, conditions, obligations, limitations and exclusions shall apply to any claim by any District or Board against Provider concerning the subject matter hereof.

The Parties further acknowledge that each District shall independently contract with a third-party school transportation vendor (“Bus Vendor”) for the transportation of its pupils using vehicles provided by the Bus Vendor. While the Provider may, as outlined on Attachment A, schedule and coordinate routing for each District with the Bus Vendor and, for escalated issues and upon request, act in a limited capacity as a liaison between the Bus Vendor and the Districts, the Bus Vendor’s services shall be governed exclusively by the separate contracts between it and the Districts and the Provider shall not be responsible in any way for such services. Likewise, the Student Transportation Services to be provided under this Agreement shall not include the any of the services for which the Districts have separately contracted with the Bus Vendor, nor shall the terms and

conditions of the contracts between the Bus Vendor and the Districts govern the instant Agreement in any respects.

5. Oversight– Except as provided on Attachment B, the Provider shall use its own facilities, equipment, personnel, and personnel policies in providing the Services under this Agreement. Transportation Personnel shall be considered employees of the Provider for all purposes and shall not be under the control or supervision of the Boards or the Directors.
6. Scope and Quality of Service – As part of the annual consultation process outlined in Paragraph 8, the Provider shall coordinate with the Directors so that the Parties may provide input to the Provider about the scope and quality of the Services provided hereunder and projected future needs. The Provider shall take reasonable care to ensure that the Services meet the Directors’ satisfaction; provided, however, that Transportation Personnel shall remain subject only to the Provider’s performance review process and personnel policies.
7. Relationship Between the Parties – The relationship between the Boards or the Boards’ Directors and the Provider or the Provider’s Transportation Personnel shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.
8. Annual Consultation – As part of the annual budget process for each municipal school district, there shall be a meeting of the Directors with regard to all interlocal agreements between their respective districts, including the instant Agreement, during which meeting the Directors shall consult in good faith regarding the quality of services, scope of services, budget for services, and future service needs provided under each such agreement.
9. Consideration – For and in consideration of the Services listed in Attachment A, the Districts shall pay the Provider a proportional share of the Providers Initial Student Transportation Budget and Annual Student Transportation Budget as follows:
  - a) Initial Expenditures – The Provider’s Director shall prepare an initial budget for Student Transportation Services (hereinafter referred to as the “Initial Student Transportation Budget”) to be provided to the Directors prior to the reporting period of the 2014-2015 school year. Such Initial Student Transportation Budget shall be approved by all the Directors after reasonable consultation in good faith and shall be included herein as Attachment C.
  - b) Annual Expenditures – The Provider’s Director shall prepare a reasonable estimate of the annual expenditures for Student Transportation Services and shall provide a report of such estimate annually to all Directors no later than March 1 except the report of the estimated annual expenditures for the 2014-15 school year, which shall be provided to all Directors as

soon as practicable following approval of this Agreement. Thereafter, as part of the consultation process outlined in Paragraph 8, the Directors shall meet and consult in good faith and adopt a budget for Student Transportation Services (hereinafter referred to as the "Annual Student Transportation Budget") for the applicable term. The Directors must approve the Annual Student Transportation Budget no later than April 1 or, in the case of the 2014-15 Annual Student Transportation Budget, as soon as practicable, but no later than May 15, to allow for appropriate lead time for the Parties to develop operational and budgetary plans for the following school year.

- c) Extraordinary Expenditures – Services beyond what is agreed upon in the Initial Student Transportation Budget and Annual Student Transportation Budget(s) will be outside the scope of this Agreement and must be agreed upon, in writing, by the Provider and the party(s) for whom the additional work will be performed prior to commencement of any such work.
- d) Apportionment of Student Transportation Expenditures Among Boards – The Boards shall pay the Provider a proportional share of the Provider's Initial Student Transportation Budget and Annual Student Transportation Budget(s) as calculated by each District's Average Daily Membership ("ADM"). The Parties' total ADM and each District's percentage thereof shall be recalculated annually and shall be based on the Directors' First Monthly Student Membership/Attendance Report as submitted to the Tennessee Department of Education.

The Parties agree and acknowledge that each Boards' proportional share of the Provider's Initial Student Transportation Budget and a portion of the Provider's 2014-15 Annual Student Information Budget shall be calculated based on each District's estimated ADM until the Districts' actual ADM is reported to the Tennessee Department of Education in or around October 15, 2014. At that time, the apportionment described herein shall be reallocated as follows. If the District's actual proportional share is *more than* the District's estimated proportional share, the District will be responsible for paying Provider the amount of such deficit. If the District's actual proportional share is *less than* the District's estimated proportional share, the Provider shall refund the amount of such excess.

- e) Good Faith Efforts to Reach Agreement – In the event of a disagreement between the Parties, with regard to the Annual Student Transportation Budget(s), the Parties agree to work in good faith to reach a mutually agreeable solution. The Parties expressly acknowledge and agree that if, after best efforts to reach such agreement, any Party shall not agree on the Annual Student Transportation Budget, such disagreement shall not be considered a breach of this Agreement. Termination of this Agreement on the basis of a disagreement over the Annual Student Transportation Budget shall be permitted only under the conditions outlined in Paragraph

14. In no event may the non-agreeing Party use budgeting or planned expenditures as a basis for termination for cause pursuant to Paragraph 13.
10. Payment – The Provider shall invoice the Boards monthly, with the first payment being due June 15, 2014. All payments shall be remitted within thirty (30) calendar days to Collierville Schools, Attention: Chief Financial Officer, 500 Poplar View Parkway, Collierville, TN 38017.
11. Term – The initial term of this Agreement shall commence on May 1, 2014 and continue for three (3) school years until June 30, 2017. The Agreement shall automatically renew for additional one (1) year terms thereafter, unless a Party delivers written notice of intent to terminate to all Parties pursuant to Paragraph 12 below. Except as otherwise provided in Paragraph 17, and except as, and only to the extent, expressly provided in Paragraph 13 of the instant Agreement, the Provider shall not suspend or terminate the Services outlined on Attachment A during the initial, three-year term of this Agreement
12. Termination Without Cause
- a) Provider – After the initial three-year term, the Provider shall have the right upon giving one hundred twenty (120) days written notice to all the Districts before the expiration of the then-current term to terminate this Agreement, provided that the effective date of any such termination shall be July 1 following such notice. Termination by the Provider pursuant to this paragraph shall terminate this Agreement in its entirety with respect to all Parties.
- b) Districts – After the initial three-year term, the Districts shall have the right upon giving ninety (90) days written notice to all the Parties before expiration of the then-current term, to terminate this Agreement, provided that the effective date of any such termination shall be July 1 following such notice. Termination by one District pursuant to this paragraph shall be effective only with regard to that District; the Agreement shall continue under the same terms and conditions with respect to all other Parties.
13. Termination for Cause – If, through any cause, any Party shall breach a material term of this Agreement by failing to fulfill in a timely and proper manner its obligations under this Agreement or by violating any of the covenants, agreements, or stipulations of this Agreement, the non-breaching Party may terminate this Agreement. The non-breaching Party shall provide all Parties with written notice specifying the nature of the breach, and the breaching Party shall have thirty (30) days in which to cure the breach. Should the breaching Party fail to cure the breach, the non-breaching Party shall provide written notice of such failure to cure and such Agreement shall terminate as to that Party no earlier than fourteen (14) days after such notice. Termination by one Party, other than the Provider, pursuant to this paragraph, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with

respect to all other Parties. Except for circumstances beyond the Provider's control which make the continued performance of this Agreement impossible or impracticable with respect to the non-breaching Districts, termination by the Provider pursuant to this paragraph shall be effective only with regard to the breaching District; the Agreement shall continue under the same terms and conditions with respect to all other Districts.

14. Termination for Good Faith Disagreement Over Annual Student Transportation Budget – If, after good faith efforts, any Party shall not agree on the Annual Student Transportation Budget(s), the non-agreeing Party may terminate the Agreement only if such disagreement is in “good faith” as defined below. In the event of a “good faith” disagreement, the non-agreeing Party shall have the right to terminate this Agreement prior to the expiration of the initial three-year term upon giving written notice to all Parties no later than thirty (30) days following receipt of the Provider's report(s) of estimated annual expenditures, or at least ninety (90) days before the expiration of the then-current term, whichever is earlier, provided that the effective date of any such termination shall be July 1 following such notice. Termination by one Party, other than the Provider, pursuant to this paragraph, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with respect to all other Parties.

A “good faith” disagreement is defined as follows:

- a) For the 2015-16 school year, a disagreement will be deemed in “good faith” if the 2015-16 Annual Student Transportation Budget exceeds the 2014-15 Annual Student Transportation Budget by 10% by line item, excluding Annual Software Costs.
  - b) For the 2016-17 school year, a disagreement will be deemed in “good faith” if the 2016-17 Annual Student Transportation Budget exceeds the 2015-16 Annual Student Transportation Budget by 5% by line item, excluding Annual Software Costs.
  - c) For all subsequent years following the initial three-year term, termination based on any disagreement over budgeting or planned expenditures may be accomplished pursuant to Paragraph 12.
15. Conflict – The Provider shall maintain a Student Transportation calendar available to all Parties to this Agreement and shall take all reasonable steps to avoid scheduling conflicts which would prevent the Provider's Transportation Personnel from attending meetings at the request of a Director. In the event of a scheduling conflict, the Directors affected by such conflict shall inform the Provider so that the Parties may reach a mutually agreeable solution. The Parties mutually covenant with each other that best efforts will be used at all times to provide timely notice of any and all potential conflicts that may affect other Districts' access to the Services.

16. Access to Student Transportation Services – The Parties acknowledge that Student Transportation Services provided under this Agreement are equally available to all signatories hereto. The Provider agrees that Transportation Personnel employed in furtherance of this Agreement shall use best efforts at all times to provide equal access to the Services.
17. Force Majeure – If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond any Party’s reasonable control (“Force Majeure”), and if the Party unable to carry out its obligations gives the other Parties prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.
18. Liability – Each Party to this Agreement shall be solely responsible for its own actions and the actions of its employees and agents conducted pursuant to this Agreement. The Provider shall offer the Services to the Parties in an advisory role, and all decision-making authority remains entirely vested in the Districts. The Parties confer no agency or authority, either express or implied, on the Provider for which any third party may rely. To the extent permitted by Tennessee law, each party to this Agreement shall hold harmless the Provider, and its members, directors, agents and employees, including Provider’s Transportation Personnel, from any and all liabilities arising out of the rendition of services hereunder unless such liabilities arise from the willful and intentional acts of Provider or its members, directors, agents and employees.
19. Governing Law – This Agreement shall be exclusively governed by the laws of the State of Tennessee.
20. Notice – All notices required under this Agreement shall not be effective unless in writing and sent by certified mail to the following:
  - a) Notices to Bartlett Board of Education shall be sent to:

Attn: Superintendent’s Office  
Bartlett City Schools  
5650 Woodlawn Drive  
Bartlett, TN 38134
  - b) Notices to Town of Arlington Board of Education shall be sent to:

Attn: Superintendent's Office  
Arlington Community Schools  
12140 Donelson Farms Parkway  
Arlington, TN 38002

- c) Notices to Collierville Schools Board of Education shall be sent to:

Attn: Superintendent's Office  
Collierville Schools  
500 Poplar View Parkway  
Collierville, TN 38017.

- d) Notices to City of Lakeland Board of Education shall be sent to:

Attn: Superintendent's Office  
Lakeland School System  
10001 Highway 70  
Lakeland, TN 38002

- e) Notices to City of Germantown Board of Education shall be sent to:

Attn: Superintendent's Office  
Germantown Municipal Schools  
6685 Poplar Ave., Suite 202  
Germantown, TN 38138

- f) Notices to City of Millington Board of Education shall be sent to:

Attn: Superintendent's Office  
Millington Municipal Schools  
7965 Veteran's Parkway, Suite 102  
Millington, TN 38053

21. Entire Agreement – This Agreement and any attachments included herewith at the time of execution of this Agreement contain the entire agreement between the Parties as to the subject matter herein, and no statements, promises, or inducements made by any party or agent of any party that is not contained in this written Agreement shall be valid or binding.
22. Modifications in Writing – This Agreement may not be amended, enlarged, modified or altered except in writing and signed by all affected Parties.
23. Dispute Resolution – Whenever any dispute arises between the Directors and the Provider or the Provider's Transportation Personnel under this Agreement which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by participation in non-binding mediation as soon as feasible. Any Party to this Agreement may participate in the mediation in an attempt to resolve the dispute.



24. Assignment – The rights and obligations of this Agreement are not assignable.
25. No Consent to Breach – No consent or waiver, express or implied, by any Party to this Agreement to or of any breach or default by any other Party to this Agreement in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any Party to this Agreement to complain of any act or failure to act of any other Party to this Agreement, or to declare such Party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.
26. Severability – If any provision of this Agreement is held to be invalid, unlawful, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such invalid, unlawful, or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such invalid, unlawful, or unenforceable provision or by its severance therefrom.
27. Headings – The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
28. Effective Date – This Agreement shall not be binding upon the Parties until it has been properly approved by the Boards of Education of the respective parties and has been signed by the authorized representatives of the Parties. When it has been so approved and signed, this Agreement shall be effective as of May 1, 2014.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the date and year hereof.

**Collierville Board of Education**

\_\_\_\_\_  
Mark Hansen, Chairman

\_\_\_\_\_  
John Aitken, Superintendent

APPROVED AS TO FORM:

\_\_\_\_\_  
Board Attorney

**Bartlett Board of Education**

\_\_\_\_\_  
Jeff Norris, Chairman

\_\_\_\_\_  
David Stephens, Superintendent

APPROVED AS TO FORM:

\_\_\_\_\_  
Board Attorney

**Germantown Board of Education**

\_\_\_\_\_  
Lisa Parker, Chairman

\_\_\_\_\_  
Jason Manuel, Superintendent

APPROVED AS TO FORM:

\_\_\_\_\_  
Board Attorney

**Arlington Board of Education**

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Dale Viox, Chairman

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Tammy Mason, Superintendent

APPROVED AS TO FORM:

\_\_\_\_\_  
Board Attorney

**Lakeland Board of Education**

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Kevin Floyd, Chairman

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Ted Horrell, Superintendent

APPROVED AS TO FORM:

\_\_\_\_\_  
Board Attorney

**Millington Board of Education**

\_\_\_\_\_  
Greg Ritter, Chairman

\_\_\_\_\_  
David Roper, Superintendent

APPROVED AS TO FORM:

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Board Attorney

## ATTACHMENT A- SCOPE OF STUDENT TRANSPORTATION SERVICES

Student Transportation Services (the “Services”) pursuant to this Agreement shall include, but not be limited to, the following:

1. Assist and advise the Districts with regard to all matters relating to compliance with school transportation objectives, policies, and procedures of the Tennessee Department of Education and state and federal laws and regulations related to school transportation;
2. Assist and advise the Districts with regard to establishing goals and objectives for the Districts’ future student transportation needs;
3. Assist and advise the Directors on all administrative matters related to transportation and prepare reports and make presentations, as requested;
4. Encode policy, route students, assign stops, and schedule buses for the Districts using Transportation Software;
5. Coordinate transportation routing and schedule transportation services with Bus Vendor for each District to ensure safety and efficiency;
6. Recommend and coordinate route changes during the school year to ensure student loads are balanced and within legal limits and, upon approval of such changes by the Directors, communicate such changes to the Bus Vendor;
7. When the Bus Vendor is unable to resolve issues related to parent concerns regarding school bus stop placement, hardship waivers, and routing schedules, assist the Districts, as requested, on researching and resolving such escalated issues;
8. Respond to requests from the Directors or their designees to provide information related to transportation services;
9. Make recommendations and communicate with the Directors regarding routes for newly enrolled students, schedules, missed stops, bus/route changes and other updates;
10. Update computerized District maps for each District with information provided by the Planning Department;
11. Generate reports, maps, and route information using Transportation Software and disseminate to appropriate personnel in each District;
12. Assist Districts, as requested, and serve as a liaison between the Districts and the supplying Bus Vendor with regard to developing transportation budget proposals for the department of instruction, special education, and alternative services;

13. Make recommendations, as requested, with regard to opening and closing times for all schools to ensure efficiency of service;
14. Assist and advise Districts with regard to coordinating the placement of crossing guards for schools with law enforcement officials in each District, as requested;
15. Evaluate and make recommendations, as requested, with regard to planning and coordinating safest delivery patterns for students on each campus;
16. Make recommendations with regard to establishing Parent Responsibility Zones for each school to determine student eligibility for transportation services;
17. Consult with the Directors as requested to assist with, guide and/or coordinate training of the Districts' employees on Transportation Software;
18. Organize, prepare, and process State transportation reports, subject to review and approval of the Districts;
19. Assist Districts, as requested, with the administration of grant funds related to transportation and prepare any requisite reports related to same, subject to review and approval of the Districts; and
20. Any other such duties reasonably related to transportation services as assigned or requested by the Directors.

## ATTACHMENT B – THIRD-PARTY CONTRACT(S)

The Interlocal Agreement for Student Transportation Assistance contemplates that Provider shall enter into a third-party contract with Tyler Technologies, Inc. (the “Software Vendor”) for Routing & Planning software, e-Link software, and Onscreen (GPS) software (the “Software”), which Software is necessary for the delivery of the Services outlined on Attachment A. While the Provider shall be the exclusive licensee of such Software, reports, maps, routes, and other transportation reports generated by the Software will be made accessible to the Districts subject to the following terms and conditions:

1. Scope of Services to be Provided under Third-Party Contract – The Software Vendor shall provide all services and deliverables to the Provider as required, described, and detailed in the Software Vendor’s Statement of Work.
2. Consideration – Payment for the Districts’ access to the Software shall be made as follows:
  - a) Initial Software Costs – The Software Vendor’s initial costs for all necessary software components and licensing for deployment and implementation of the Software in the Provider’s District (“Initial Software Costs”) shall be included in the Provider’s Initial Student Transportation Budget and, accordingly, shall be apportioned among the Districts pursuant to Paragraph 9.d. of the Agreement.
  - b) Annual Software Costs – The Software Vendor’s annual costs associated with the licensing of and access to the Software (“Annual Software Costs”) shall be included in the Provider’s Annual Student Transportation Budget(s) and, accordingly, shall be apportioned among the Districts pursuant to Paragraph 9.d. of the Agreement.
3. Software Vendor Services Outside the Statement of Work – Software Vendor services beyond what is included in the Software Vendor’s Statement of Work are outside the scope of this Agreement and shall be the responsibility of the District for whom the additional services are requested (the “Requesting District”).
  - a) Any District in need of such additional services shall communicate such request to the Provider’s Transportation Personnel. Upon such notice, Transportation Personnel will function as the Requesting District’s point of contact with the Software Vendor to arrange for such additional services.
  - b) The Requesting District shall enter into a Statement of Work with the Software Vendor for the additional services and Software Vendor shall invoice the Requesting District directly for any and all costs and fees related to the provision of such additional services. In no event shall the Provider be responsible for any charges, fees, or costs related to the provision of such additional services to the Requesting District.
4. Termination –

- a) Rights Upon Termination – The Districts’ payment for Initial Software Costs and Annual Software Costs shall entitle any District which terminates according to Paragraphs 12, 13 or 14 of the Agreement (the “Terminating District”) to its electronic records maintained by the Software Vendor and any associated records or documents maintained by the Provider, but such Terminating District shall have no right to the software itself, the software license and/or subscription, or any service included in the Software Vendor’s Statement of Work beyond the date of termination. In no event shall the Terminating District be entitled to a refund of its share of the Initial Software Costs.
  - b) Fees and Costs Related to Termination – Software Vendor’s charges or fees, if any, related to cancelling the Terminating District’s access to the Software or packaging and/or exporting the Terminating District’s electronic records shall be invoiced directly to the Terminating District. Likewise, any other Software Vendor charges or fees incurred by Provider that arise out of the Terminating District’s decision to terminate shall be invoiced by the Provider to the Terminating District.
5. Access to Technical Support or Information – The Parties acknowledge that the Provider’s Transportation Personnel are the primary points of contact with the Software Vendor for the provision of the services outlined in the Software Vendor’s Statement of Work. The Provider’s Transportation Personnel shall develop a protocol for requesting technical support, maintenance, and/or information related to the Software. Such protocol shall ensure that Transportation Personnel are apprised of all such requests and that the Districts’ are provided prompt and efficient access to technical support, maintenance, and/or information from the Software Vendor.

ATTACHMENT C – PROVIDER’S INITIAL  
STUDENT TRANSPORTATION BUDGET

**INTERLOCAL AGREEMENT FOR  
BUSINESS INFORMATION MANAGEMENT ASSISTANCE**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Bartlett City Board of Education, a public school district, located at 5650 Woodlawn Drive, Bartlett, TN 38134 and the following public school districts: Town of Arlington Board of Education, Town of Collierville Board of Education, City of Lakeland Board of Education, City of Germantown Board of Education, and City of Millington Board of Education (the "Districts" or the "Boards") ) (hereinafter collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Tennessee Legislature passed Public Chapter No. 256 of the 2013 Public Acts to amend Title 49 relative to local educational agencies, including Tennessee Code Annotated §49-2-127(b), which authorizes the governing body of a municipality to establish, by ordinance, a municipal board of education in compliance with Tennessee Code Annotated §49-2-201; and

**WHEREAS**, the Parties were lawfully established by respective local ordinance pursuant to Tennessee Code Annotated §49-2-106 and in compliance with Tennessee Code Annotated §49-2-201; and

**WHEREAS**, Bartlett City Board of Education is an entity authorized pursuant to the laws of the State of Tennessee to operate a public school district within Shelby County, Tennessee; and

**WHEREAS**, the Boards are entities authorized pursuant to the laws of the State of Tennessee to operate public school districts within Shelby County, Tennessee; and

**WHEREAS**, the Parties intend to commence instruction beginning with the 2014-2015 school year and continuing each year thereafter; and

**WHEREAS**, pursuant to Tennessee Code Annotated §7-51-908, the Parties are authorized to contract among themselves for matters concerning education; and

**WHEREAS**, the Parties are in need of Business Information Management services in order to serve their present and future needs; and

**WHEREAS**, Bartlett City Board of Education has a Business Information Management staff with sufficient qualifications to provide Business Information Management services to the Boards; and

**WHEREAS**, the Parties have agreed to enter into this Agreement to effect the purposes stated herein.



**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the Bartlett City Board of Education (the "Provider") and the Boards agree as follows:

1. Purpose – The purpose of this Agreement is to authorize the Provider to deliver Business Information Management services to the Districts in exchange for consideration under the following terms and conditions.
2. Designated Representatives – To implement this Agreement, each Party's Director of Schools or his/her designee shall be designated as that Party's representative with regard to their respective Districts' Business Information Management needs, the budgeting process outlined herein, and all other matters pertaining to those services provided pursuant to this Agreement. Such designees, hereinafter collectively referred to as the "Directors", shall serve as the point of contact for the Provider, the Provider's Director, and all Business Information Management personnel.
3. Services – The Provider shall cause its Business Information Management personnel ("BIM Personnel") to deliver services outlined on Attachment A to the Districts pursuant to applicable federal, state and local laws, codes, rules and regulations.
4. Third-Party Contract(s) – The Parties expressly acknowledge, and this Agreement contemplates, that Provider shall enter into a third-party contract for Business Information Management software (the "Software") necessary for the delivery of services outlined in Attachment A. The software shall be provided to the Districts subject to the terms and conditions stated on Attachment B. Each such third-party contract shall be and is hereby incorporated herein by reference, and each of the Parties shall be bound by all terms, conditions, obligations, limitations, and exclusions set forth therein as if a signatory thereto, including but not limited to any warranties, limitations on warranties, limitations of liability, intellectual property rights and restrictions, and termination provisions, provided that Provider shall not bind Parties to indemnification of a third party provider to an extent impermissible under Tennessee law. Such terms, conditions, obligations, limitations, and exclusions shall apply to any claim by any District or Board against Provider concerning the subject matter hereof.
5. Oversight– Except as provided on Attachment B, the Provider shall use its own facilities, equipment, personnel, and personnel policies in providing the Services under this Agreement. BIM Personnel shall be considered employees of the Provider for all purposes and shall not be under the control or supervision of the Boards or the Directors.
6. Scope and Quality of Service – As part of the annual consultation process outlined in Paragraph 8, the Provider shall coordinate with the Directors so that the Parties may provide input to the Provider about the scope and quality of the Services provided hereunder and projected future needs. The Provider shall take

reasonable care to ensure that the Services meet the Directors' satisfaction; provided, however, that BIM Personnel shall remain subject only to the Provider's performance review process and personnel policies.

7. Relationship Between the Parties – The relationship between the Boards or the Boards' Directors and the Provider or the Provider's BIM Personnel shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.
8. Annual Consultation – As part of the annual budget process for each municipal school district, there shall be a meeting of the Directors with regard to all interlocal agreements between their respective districts, including the instant Agreement, during which meeting the Directors shall consult in good faith regarding the quality of services, scope of services, budget for services, and future service needs provided under each such agreement.
9. Consideration – For and in consideration of the Services listed in Attachment A, the Districts shall pay the Provider a proportional share of the Providers Initial Business Information Management Budget and Annual Business Information Management Budget as follows:
  - a) Initial Expenditures – The Provider's Director shall prepare an initial budget for Business Information Management Services (hereinafter referred to as the "Initial Business Information Management Budget") to be provided to the Directors prior to the reporting period of the 2014-2015 school year. Such Initial Business Information Management Budget shall be approved by all the Directors after reasonable consultation in good faith and shall be included herein as Attachment C.
  - b) Annual Expenditures – The Provider's Director shall prepare a reasonable estimate of the annual expenditures for Business Information Management Services and shall provide a report of such estimate annually to all Directors no later than March 1 except the report of the estimated annual expenditures for the 2014-15 school year, which shall be provided to all Directors as soon as practicable following approval of this Agreement. Thereafter, as part of the consultation process outlined in Paragraph 8, the Directors shall meet and consult in good faith and adopt a budget for Business Information Management Services (hereinafter referred to as the "Annual Business Information Management Budget") for the applicable term. The Directors must approve the Annual Business Information Management Budget no later than April 1 or, in the case of the 2014-15 Annual Business Information Management Budget, as soon as practicable, but no later than May 15, to allow for appropriate lead time for the Parties to develop operational and budgetary plans for the following school year.
  - c) Extraordinary Expenditures – Services beyond what is agreed upon in the Initial Business Information Management Budget and Annual Business

Information Management Budget(s) will be outside the scope of this Agreement and must be agreed upon, in writing, by the Provider and the party(s) for whom the additional work will be performed prior to commencement of any such work.

- d) Apportionment of Business Information Management Expenditures Among Boards – The Boards shall pay the Provider a proportional share of the Provider’s Initial Business Information Management Budget and Annual Business Information Management Budget(s) as calculated by each District’s Average Daily Membership (“ADM”). The Parties’ total ADM and each District’s percentage thereof shall be recalculated annually and shall be based on the Directors’ First Monthly Student Membership/Attendance Report as submitted to the Tennessee Department of Education.

The Parties agree and acknowledge that each Boards’ proportional share of the Provider’s Initial Business Information Management Budget and a portion of the Provider’s 2014-15 Annual Student Information Budget shall be calculated based on each District’s estimated ADM until the Districts’ actual ADM is reported to the Tennessee Department of Education in or around October 15, 2014. At that time, the apportionment described herein shall be reallocated as follows. If the District’s actual proportional share is *more than* the District’s estimated proportional share, the District will be responsible for paying Provider the amount of such deficit. If the District’s actual proportional share is *less than* the District’s estimated proportional share, the Provider shall refund the amount of such excess.

- e) Good Faith Efforts to Reach Agreement – In the event of a disagreement between the Parties, with regard to the Annual Business Information Management Budget(s), the Parties agree to work in good faith to reach a mutually agreeable solution. The Parties expressly acknowledge and agree that if, after best efforts to reach such agreement, any Party shall not agree on the Annual Business Information Management Budget, such disagreement shall not be considered a breach of this Agreement. Termination of this Agreement on the basis of a disagreement over the Annual Business Information Management Budget shall be permitted only under the conditions outlined in Paragraph 14. In no event may the non-agreeing Party use budgeting or planned expenditures as a basis for termination for cause pursuant to Paragraph 13.

10. Payment – The Provider shall invoice the Boards monthly, with the first payment being due June 15, 2014. All payments shall be remitted within thirty (30) calendar days to Collierville Schools, Attention: Chief Financial Officer, 5650 Woodlawn Drive, Bartlett, TN 38134.

11. Term – The initial term of this Agreement shall commence on May 1, 2014 and continue for three (3) school years until June 30, 2017. The Agreement shall automatically renew for additional one (1) year terms thereafter, unless a Party delivers written notice of intent to terminate to all Parties pursuant to Paragraph 12 below. Except as otherwise provided in Paragraph 17, and except as, and only to the extent, expressly provided in Paragraph 13 of the instant Agreement, the Provider shall not suspend or terminate the Services outlined on Attachment A during the initial, three-year term of this Agreement
  
12. Termination Without Cause
  - a) Provider – After the initial three-year term, the Provider shall have the right upon giving one hundred twenty (120) days written notice to all the Districts before the expiration of the then-current term to terminate this Agreement, provided that the effective date of any such termination shall be July 1 following such notice. Termination by the Provider pursuant to this paragraph shall terminate this Agreement in its entirety with respect to all Parties.
  
  - b) Districts – After the initial three-year term, the Districts shall have the right upon giving ninety (90) days written notice to all the Parties before expiration of the then-current term, to terminate this Agreement, provided that the effective date of any such termination shall be July 1 following such notice. Termination by one District pursuant to this paragraph shall be effective only with regard to that District; the Agreement shall continue under the same terms and conditions with respect to all other Parties.
  
13. Termination for Cause – If, through any cause, any Party shall breach a material term of this Agreement by failing to fulfill in a timely and proper manner its obligations under this Agreement or by violating any of the covenants, agreements, or stipulations of this Agreement, the non-breaching Party may terminate this Agreement. The non-breaching Party shall provide all Parties with written notice specifying the nature of the breach, and the breaching Party shall have thirty (30) days in which to cure the breach. Should the breaching Party fail to cure the breach, the non-breaching Party shall provide written notice of such failure to cure and such Agreement shall terminate as to that Party no earlier than fourteen (14) days after such notice. Termination by one Party, other than the Provider, pursuant to this paragraph, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with respect to all other Parties. Except for circumstances beyond the Provider’s control which make the continued performance of this Agreement impossible or impracticable with respect to the non-breaching Districts, termination by the Provider pursuant to this paragraph shall be effective only with regard to the breaching District; the Agreement shall continue under the same terms and conditions with respect to all other Districts.

14. Termination for Good Faith Disagreement Over Annual Business Information Management Budget – If, after good faith efforts, any Party shall not agree on the Annual Business Information Management Budget(s), the non-agreeing Party may terminate the Agreement only if such disagreement is in “good faith” as defined below. In the event of a “good faith” disagreement, the non-agreeing Party shall have the right to terminate this Agreement prior to the expiration of the initial three-year term upon giving written notice to all Parties no later than thirty (30) days following receipt of the Provider’s report(s) of estimated annual expenditures, or at least ninety (90) days before the expiration of the then-current term, whichever is earlier, provided that the effective date of any such termination shall be July 1 following such notice. Termination by one Party, other than the Provider, pursuant to this paragraph, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with respect to all other Parties.

A “good faith” disagreement is defined as follows:

- a) For the 2015-16 school year, a disagreement will be deemed in “good faith” if the 2015-16 Annual Business Information Management Budget exceeds the 2014-15 Annual Business Information Management Budget by 10% by line item, excluding Annual Software Costs.
  - b) For the 2016-17 school year, a disagreement will be deemed in “good faith” if the 2016-17 Annual Business Information Management Budget exceeds the 2015-16 Annual Business Information Management Budget by 5% by line item, excluding Annual Software Costs.
  - c) For all subsequent years following the initial three-year term, termination based on any disagreement over budgeting or planned expenditures may be accomplished pursuant to Paragraph 12.
15. Conflict – The Provider shall maintain a Business Information Management calendar available to all Parties to this Agreement and shall take all reasonable steps to avoid scheduling conflicts which would prevent the Provider’s BIM Personnel from attending meetings at the request of a Director. In the event of a scheduling conflict, the Directors affected by such conflict shall inform the Provider so that the Parties may reach a mutually agreeable solution. The Parties mutually covenant with each other that best efforts will be used at all times to provide timely notice of any and all potential conflicts that may affect other Districts’ access to the Services.
16. Access to Business Information Management Services – The Parties acknowledge that Business Information Management Services provided under this Agreement are equally available to all signatories hereto. The Provider agrees that BIM Personnel employed in furtherance of this Agreement shall use best efforts at all times to provide equal access to the Services.

17. Force Majeure – If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond any Party’s reasonable control (“Force Majeure”), and if the Party unable to carry out its obligations gives the other Parties prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.
18. Liability – Each Party to this Agreement shall be solely responsible for its own actions and the actions of its employees and agents conducted pursuant to this Agreement. The Provider shall offer the Services to the Parties in an advisory role, and all decision-making authority remains entirely vested in the Districts. The Parties confer no agency or authority, either express or implied, on the Provider for which any third party may rely. To the extent permitted by Tennessee law, each party to this Agreement shall hold harmless the Provider, and its members, directors, agents and employees, including Provider’s BIM Personnel, from any and all liabilities arising out of the rendition of services hereunder unless such liabilities arise from the willful and intentional acts of Provider or its members, directors, agents and employees.
19. Governing Law – This Agreement shall be exclusively governed by the laws of the State of Tennessee.
20. Notice – All notices required under this Agreement shall not be effective unless in writing and sent by certified mail to the following:
- a) Notices to Bartlett Board of Education shall be sent to:
- Attn: Superintendent’s Office  
Bartlett City Schools  
5650 Woodlawn Drive  
Bartlett, TN 38134
- b) Notices to Town of Arlington Board of Education shall be sent to:
- Attn: Superintendent’s Office  
Arlington Community Schools  
12140 Donelson Farms Parkway  
Arlington, TN 38002

- c) Notices to Collierville Schools Board of Education shall be sent to:

Attn: Superintendent's Office  
Collierville Schools  
500 Poplar View Parkway  
Collierville, TN 38017.

- d) Notices to City of Lakeland Board of Education shall be sent to:

Attn: Superintendent's Office  
Lakeland School System  
10001 Highway 70  
Lakeland, TN 38002

- e) Notices to City of Germantown Board of Education shall be sent to:

Attn: Superintendent's Office  
Germantown Municipal Schools  
6685 Poplar Ave., Suite 202  
Germantown, TN 38138

- f) Notices to City of Millington Board of Education shall be sent to:

Attn: Superintendent's Office  
Millington Municipal Schools  
7965 Veteran's Parkway, Suite 102  
Millington, TN 38053

21. Entire Agreement – This Agreement and any attachments included herewith at the time of execution of this Agreement contain the entire agreement between the Parties as to the subject matter herein, and no statements, promises, or inducements made by any party or agent of any party that is not contained in this written Agreement shall be valid or binding.
22. Modifications in Writing – This Agreement may not be amended, enlarged, modified or altered except in writing and signed by all affected Parties.
23. Dispute Resolution – Whenever any dispute arises between the Directors and the Provider or the Provider's BIM Personnel under this Agreement which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by participation in non-binding mediation as soon as feasible. Any Party to this Agreement may participate in the mediation in an attempt to resolve the dispute.
24. Assignment – The rights and obligations of this Agreement are not assignable.
25. No Consent to Breach – No consent or waiver, express or implied, by any Party to this Agreement to or of any breach or default by any other Party to this

Agreement in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any Party to this Agreement to complain of any act or failure to act of any other Party to this Agreement, or to declare such Party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

26. Severability – If any provision of this Agreement is held to be invalid, unlawful, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such invalid, unlawful, or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such invalid, unlawful, or unenforceable provision or by its severance therefrom.
27. Headings – The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
28. Effective Date – This Agreement shall not be binding upon the Parties until it has been properly approved by the Boards of Education of the respective parties and has been signed by the authorized representatives of the Parties. When it has been so approved and signed, this Agreement shall be effective as of May 1, 2014.



**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized representatives on the date and year hereof.

**Bartlett Board of Education**

\_\_\_\_\_  
Jeff Norris, Chairman

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David Stephens, Superintendent

APPROVED AS TO FORM:

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Board Attorney

**Arlington Board of Education**

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Dale Viox, Chairman

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Tammy Mason, Superintendent

APPROVED AS TO FORM:

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Board Attorney

**Collierville Board of Education**

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Mark Hansen, Chairman

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John Aitken, Superintendent

APPROVED AS TO FORM:

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Board Attorney

**Lakeland Board of Education**

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Kevin Floyd, Chairman

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Ted Horrell, Superintendent

APPROVED AS TO FORM:

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Board Attorney

**Germantown Board of Education**

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Lisa Parker, Chairman

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Jason Manuel, Superintendent

APPROVED AS TO FORM:

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Board Attorney

**Millington Board of Education**

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Greg Ritter, Chairman

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David Roper, Superintendent

APPROVED AS TO FORM:

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Board Attorney

## ATTACHMENT A – SCOPE OF BUSINESS INFORMATION MANAGEMENT SERVICES

“Business Information Management Services” pursuant to this Agreement shall include, but not be limited to, the following:

1. Assist and advise the Districts with regard to all matters related to compliance with business information management and technology objectives, policies, and procedures of the Tennessee Department of Education and state and federal regulations;
2. Plan, develop, coordinate, and maintain an information technology infrastructure for business management services, subject to approval of the Districts;
3. Research, develop, and recommend sound information technology management plans and best practices;
4. Evaluate, manage and assist the Districts with operation of business information technology to assure efficient implementation of business systems and programs;
5. Monitor short and long-term business information needs in the Districts and assist and advise on systems development and hardware acquisition/integration;
6. Coordinate new and existing applications development projects including, without limitation, Human Resources, Benefits, Payroll Systems, and data integration, subject to approval of the Districts;
7. Develop and recommend annual budgets to ensure successful implementation of the Districts’ business information systems long-range plans, subject to approval of the Districts;
8. Research and compare information technology management practices of Tennessee school systems and recommend improvements to the Districts;
9. Consult with the Directors as requested to assist with, guide and/or coordinate new or modified business information project recommendations;
10. Serve as the primary point of contact and liaison between the Districts and the supplying vendor(s) for technical support, maintenance, and business information management requests;
11. Maintain close working relationships with information technology officials from other school systems, Tennessee Department of Education, Shelby County Government, and other government agencies; and
12. Any other such duties reasonably related to business information management services as assigned or requested by the Directors.

## ATTACHMENT B – THIRD-PARTY CONTRACT(S)

The Interlocal Agreement for Business Information Management Services contemplates that Provider shall enter into a third-party contract with Education Solutions Development, Inc. (the “Vendor”) for APECS Software (the “Software”), which Software is necessary for the delivery of services outlined in Attachment A. The Software will be made accessible to the Districts subject to the following terms and conditions:

1. Scope of Services to be Provided under Third-Party Contract – The Vendor shall provide all services and deliverables to the Districts as required, described, and detailed in the Vendor’s Statement of Work.
2. Consideration – Payment for the Districts’ access to and use of the Software and for any other services provided under the Vendor’s Statement of Work shall be made as follows:
  - a) Initial Software Costs – The Vendor’s initial costs for all necessary software components and licensing for deployment and implementation of the Software in the Districts (“Initial Software Costs”) shall be included in the Provider’s Initial Business Information Management Budget and, accordingly, shall be apportioned among the Districts pursuant to Paragraph 9.d. of the Agreement.
  - b) Annual Software Costs – The Vendor’s annual costs associated with the use of the Software (“Annual Software Costs”) shall be included in the Provider’s Annual Business Information Management Budget(s) and, accordingly, shall be apportioned among the Districts pursuant to Paragraph 9.d. of the Agreement.
3. Vendor Services Outside the Statement of Work – Vendor services beyond what is included in the Vendor’s Statement of Work are outside the scope of this Agreement and shall be the responsibility of the District for whom the additional services are requested (the “Requesting District”).
  - a) Any District in need of such additional services shall communicate such request to the Provider’s BIM Personnel. Upon such notice, BIM Personnel will function as the Requesting District’s point of contact with the Vendor to arrange for such additional services.
  - b) The Requesting District shall enter into a Statement of Work with the Vendor for the additional services and Vendor shall invoice the Requesting District directly for any and all costs and fees related to the provision of such additional services. In no event shall the Provider be responsible for any charges, fees, or costs related to the provision of such additional services to the Requesting District.

4. Termination –

- a) Rights Upon Termination – The Districts’ payment for Initial Software Costs and Annual Software Costs shall entitle any District which terminates according to Paragraphs 12, 13 or 14 of the Agreement (the “Terminating District”) to its electronic records maintained by the Vendor and any associated records or documents maintained by the Provider, but such Terminating District shall have no right to the software itself, the software license and/or subscription, or any service included in the Vendor’s Statement of Work beyond the date of termination. In no event shall the Terminating District be entitled to a refund of its share of the Initial Software Costs.
- b) Fees and Costs Related to Termination – Vendor’s charges or fees, if any, related to cancelling the Terminating District’s access to the Software or packaging and/or exporting the Terminating District’s electronic records shall be invoiced directly to the Terminating District. Likewise, any other Vendor charges or fees incurred by Provider that arise out of the Terminating District’s decision to terminate shall be invoiced by the Provider to the Terminating District.

5. Access to Technical Support or Information – The Parties acknowledge that the Provider’s BIM Personnel are the primary points of contact with the Vendor for the provision of the services outlined in the Vendor’s Statement of Work. The Provider’s BIM Personnel shall develop a protocol for requesting technical support, maintenance, and/or information related to the Software. Such protocol shall ensure that BIM Personnel are apprised of all such requests and that the Districts’ are provided prompt and efficient access to technical support, maintenance, and/or information from the Vendor.

ATTACHMENT C – PROVIDER’S INITIAL  
BUSINESS INFORMATION MANAGEMENT BUDGET

## Differentiated Pay Plan 2014-15

### **The Background:**

In June of 2013, the Tennessee State Board of Education adopted a policy that aids in the enforcement of T.C.A. § 49-3-306(h) which mandates school systems develop, adopt, and implement a differentiated pay plan. This revised differentiated pay plan policy prevents districts from basing across-the-board pay increases solely on years of experience or advanced degrees. Districts must now differentiate pay compensation on at least one additional criterion. Differentiated pay criteria can include any of the following: additional roles or responsibilities, hard to staff schools or subject areas, and performance based on State Board approved teacher evaluation criteria.

### **The Recommendation:**

Teachers with a TEAM score of 4 or 5 will receive a bonus each year. Teachers with a TEAM score of 1, 2, or 3 will not receive a bonus. Building administrators will receive a bonus based on their overall school TEAM score. The bonus for a Level 4 teacher would be \$300 and the bonus for a Level 5 teacher would be \$500.

Bonuses would be paid out by the end of the first semester based on TEAM scores from the past year. To receive the bonus, the employee must be employed at the time of the payout by Collierville Schools unless he/she meets one of the following exception: An individual who retires at the completion of the previous school year will receive the bonus earned (individuals who retire prior to the end of the school year will not receive the bonus).

In addition, each school would be assigned one (1) Master Teacher and (1) Learning Coach that will serve as mentoring teachers at the school. These teachers would be current teaching staff members working in coordination with the Pk-5 and 6-12 Supervisors, but hired and supervised by the school principal. The Master Teacher would receive supplemental pay of \$4,000 per year. The Learning Coach would receive supplemental pay of \$3,000 per year. These teachers will have a direct teaching assignment with students. In addition, these people would assist their teaching peers in the following areas (not all inclusive):

- Mentoring of New and Level I/II teachers
- PLC development
- Professional development
- Data disaggregation and analysis
- Academic interventions
- Other jobs deemed necessary by the school principal and/or Prek-5/6-12 Supervisors

The Master Teacher and Learning Coach must possess a Level 4/5 overall rating on their current teacher evaluation.

All payments will be subject to applicable state and local deductions and are based on available funding.

# Collierville Schools Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <h2 style="text-align: center;">On The Job Injuries</h2>	Descriptor Code: <b>3.603</b>	Issued Date:
		Rescinds:	Issued:

- 1 The following benefits will be provided for any regular permanent employee including interim
- 2 teachers under contract, but excluding substitute employees, who are disabled as the direct result of an
- 3 accident which is suffered in the course of the employee's performing the duties of his/her
- 4 employment with the Board and is not the result of the employee's negligence.
  
- 5 During the first two (2) months of disability, the employee shall receive 100% of his/her normal pay.
- 6 After the second month of disability, the employee shall receive 50% of his/her normal pay for the
- 7 remaining period of disability up to one (1) year.
  
- 8 Disability as used herein shall mean the total inability of the employee to carry out his/her duties.
- 9 Proof of such disability may be required as deemed proper, including a medical examination by a
- 10 physician who may be selected by the Board in which event the expense of such examination shall be
- 11 borne by the Board.
  
- 12 The Board will pay for necessary and reasonable medical expenses for on-the-job injury sustained by
- 13 an employee while performing his/her duties, provided such injury has resulted from causes other than
- 14 personal or professional negligence. Total payments by the Board for said medical expenses incurred
- 15 following date of injury shall not exceed ten (\$10,000.00) thousand dollars and no medical expense
- 16 shall be paid for any on-the-job injury in excess of one (1) year. The benefits provided above shall be
- 17 coordinated the Board's Hospitalization Insurance Plan, or any other personal insurance plan or group
- 18 insurance plan if and when the employee has such coverage. In case of such injury, the Board reserves
- 19 the right to have the employee examined by a physician designated by the Board at such time or times
- 20 as it may determine in its discretion to assist in ascertaining the nature and extent of disability
- 21 attributed to the injury.
  
- 22 In order to qualify for any benefits described above, an employee must give notice of the accident to
- 23 his immediate supervisor on the day the accident occurs unless the employee is prevented by disability
- 24 from the accident from giving such notice.
  
- 25 Provisions will be made for teachers injured in the course of employment by a violent criminal act as
- 26 prescribed by law.
  
- 27 T.C.A. § 49-5-714



# Collierville Schools Board of Education

Monitoring:  <b>Review: Annually, in September</b>	Descriptor Term:  <h2 style="text-align: center;">Vacation and Holidays</h2>	Descriptor Code: <h3 style="text-align: center;">5.310</h3>	Issued Date:  
		Rescinds:	Issued:

1 Vacations and Holidays will be granted to regular, full time employees subject to the following  
 2 provisions:

3 **A. General Provisions**

- 4 1. Temporary and part-time employees are not eligible for vacation.
- 5 2. Vacation leave will be credited to new employees once the employee has completed six (6)  
 6 months of continuous service. Eligible employees will begin accruing vacation upon the  
 7 seventh (7) month of employment.
- 8 3. An employee that worked full-time in a Shelby County School/Central Office during the  
 9 2013-2014 school-year and now works full-time for the Municipal School district is not  
 10 considered a new employee.
- 11 4. An employee who resigns or terminates from the Municipal School district shall be paid for  
 12 any unused earned vacation leave, provided the employee has completed six (6) months of  
 13 service. Any days advanced are not considered earned and shall not be paid.
- 14 5. Full-time ten (10) month classified employees will receive one (1) day per year to be used  
 15 for personal business in addition to earned sick leave. There are no provisions for this day to  
 16 carry over the next fiscal year.
- 17 6. Full-time certified employees will receive two (2) days per year in addition to earned sick  
 18 leave to be used for personal business. Two (2) unused days may be converted to sick.

19 **B. Twelve (12) Month Employees**

- 20 1. Any full-time twelve (12) month employee who is employed by the Municipal School  
 21 district will be granted vacation based on the following schedule:

<b>Length of Service Vacation Accrued</b>	<b>Semi-Monthly Basis</b>
Six (6) months and one day, but less than one (1) year .....	.42
One (1) year, but less than five (5) years .....	.42
<i>(Maximum of 10 days per year)</i>	
Five (5) years, but less than ten (10) years.....	.50
<i>(Maximum of 12 days per year)</i>	
Ten (10) years, but less than fifteen (15) years.....	.63

(Maximum of 15 days per year)

Fifteen years or more ..... .84

(Maximum of 20 days per year)

2. Employees who were hired from the current SCS and were paid out their earned vacation shall have vacation days advanced as of July 1 based on the schedule below:

Less than 1 year.....	6 days
1 year, but less than 5 years .....	10 days
5 years, but less than 10 years.....	12 days
10 years, but less than 15 years.....	15 days
15 years or more.....	20 days

3. Vacation is accrued semi-monthly and the accumulated amount of vacation appears on the employee's paychecks. All eligible employees may accrue up to a maximum of twenty-five (25) vacation days.

4. Vacation leave is accrued while an employee is in paid status, but does not accrue while an employee is in an unpaid status.

5. Holidays are not paid to employees who are in an unpaid status

6. Designated Municipal School district holidays that fall within the vacation schedule are not to be counted as vacation days. Full time, twelve-month employees will be paid for thirteen (13) paid holidays that will be determined annually and reflected on the payroll calendar and paid during the corresponding payroll period.

7. Vacation schedules that shall be approved by the employee's immediate supervisor should be planned in such a way that the operational procedures are not interrupted.

C. Full time classified employees working less than twelve (12) months

1. Schedule – Ten (10) paid holidays will be determined annually and reflected on the payroll calendar and paid during the corresponding payroll period. Ten (10) vacation days are built into the employee's work calendar, so as to reduce number of unpaid days throughout the school year. These days are not paid out if the employee resigns and are not for the employee's use.

2. The employee must work the day before and after a paid holiday in order to be paid for the holiday or

3. The employee uses such paid leave time as he/she is entitled to based upon employment status to cover the day before and after a paid holiday.

D. Full time certified employees working less than twelve (12) months

1  
2  
3  
4

1. Employees shall earn 1 vacation day for every 20 days worked and those days are distributed throughout the employee's work calendar. These days are not paid out if the employee resigns and are not for the employee's use.