

**MINUTES OF THE BUSINESS MEETING
COLLIERVILLE BOARD OF EDUCATION
July 7, 2014**

**MR. MARK HANSEN, CHAIRMAN
MR. KEVIN VAUGHAN, VICE-CHAIRMAN
MS. WANDA CHISM
MR. WRIGHT COX
MRS. CATHY MESSERLY**

- I. **CALL TO ORDER:** The Collierville School Board meeting was called to order by Chairman Mark Hansen at 6:01 p.m.
- II. **ROLL CALL:** Roll call was taken by Chairman Mark Hansen and four of the five school board members were present, representing a quorum. Ms. Chism was absent.
- III. **MOMENT OF SILENCE:** A moment of silence was observed.
- IV. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was led by Chairman Mark Hansen.
- V. **PUBLIC COMMENTS:**
 - 1. *Cathy James, 970 Joe Court Collierville, TN 38017*
Collierville High School Track

VI. APPROVAL OF AGENDA:
Recommendation: It is recommended that the Collierville School Board of Education approve the agenda for the July 7, 2014 Business Meeting.

Wright Cox made motion to approve the Agenda. The motion was seconded by Cathy Messerly and unanimously approved by the board.

Wanda Chism	Absent
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

VII. BUSINESS AFFAIRS

- 1. **APPROVAL OF THE MINUTES OF THE JUNE 10, 2014 BUSINESS MEETING AND JUNE 23, 2014 SPECIAL CALLED MEETING.**

Recommendation: It is recommended that the Collierville Schools Board suspend the rules and approve minutes of the June 10, 2014 and June 23, 2014.

A motion was made by Kevin Vaughan to suspend the rules and approve the minutes as a whole group. The motion was seconded by Cathy Messerly and unanimously approved by the board.

Wanda Chism	Absent
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

VIII. REPORTS:

1. CHAIRMAN'S REPORT

Chairman Hansen deferred his time to Mr. Mike Simpson, Chief of Operations.

2. SUPERINTENDENT'S REPORT

As Collierville Schools began our new school year we will start with Administrative In-Services on July 21st. We will have some fun filled activities over the next few weeks as we are getting ready for the first day of class, August 4th. Mr. Aitken appreciates everybody working together and the accomplishments that have been made. He thanked the board for changing the date of the meeting for tonight.

Ms. James and I have spoken about the track and Mike Simpson will come up in just a minute and tell you what we have done in that situation. The Town of Collierville has been extremely helpful in helping us get some capital issues take care of as we move forward. I know parking lots have been mentioned and the Town is also helping us with our lawn and ground issues, as the rain got us behind and the work also required some equipment we do not have. Chip Peterson and his department have been instrumental in helping us have our grounds looking 1st class, as requested by some of the Town members. They will continue to help us in moving forward in taking care of parts of the grounds. Plant Managers have already done the omens work. We had some issues with flooding last weekend and we had people coming in and working together to resolve this issue. Everybody is super excited and happy to work together to get our schools up and running by August 4th.

3. CHIEF OF OPERATION'S REPORT

Collierville High Track

Mr. Simpson evaluated the Collierville High Track after a conversation with Mr. Aitken. Mr. Aitken shared with Mr. Simpson that he spoke with a parent who was concerned about the condition of the track and the safety of the students.

Mr. Simpson met with an architect and engineer to evaluate the track surface. They felt it was at the end of useful life. A replacement track would cost approximately \$200,000 - \$250,000 and would take about 60 days to complete.

Renaissance Group Nomination

Mr. Aitken recommended the Collierville Schools Board of Education approve the nomination of Renaissance Group Inc. for the TSBA School of the Year Award for Excellence in Architectural Design for their design work on Collierville Middle School. Their design will be judged based on:

- a. Cost Efficiency
- b. Grouping of instructional areas/space relationships
- c. Energy conscious design
- d. Safety
- e. Size and development of site

Recommendation of Architectural/Engineering Firms

Mr. Aitken received approval from the Collierville Schools Board of Education to request statements of qualifications from architectural and engineering firms. Fourteen firms submitted qualifications. Mr. Simpson and Mr. Vaughan were the evaluation committee. Thirteen firms were scheduled for presentations, interview, and a question and answer session. Following the process the firms were scored on their responses. The top 5 scoring firms were recommended for approval. The firms are:

- a. Renaissance Group
- b. Fleming
- c. McGhee, Nicholson, Burke
- d. Barge, Waggoner, Sumner, Cannon
- e. Bounds and Gillespie

IX. CONSENT AGENDA:

Recommendation: It is recommended that the Collierville Board of Education approve these policies as presented by the Superintendent.

- A. Proposed New Policy #1.803, Tobacco-Free Schools
- B. Proposed New Policy #1.808, Registered Sex Offenders
- C. Proposed New Policy #3.300, Equipment and Supplies Management
- D. Proposed New Policy #3.600, Insurance Management
- E. Proposed New Policy #4.301, Interscholastic Athletics
- F. Proposed New Policy #5.200, Separation Practices for Tenured Teachers
- G. Proposed New Policy #5.201, Separation Practices for Non-Tenured Teachers
- H. Proposed New Policy #6.200, Attendance
- I. Proposed New Policy #6.312, Use of Personal Communications Devices and Electronic Devices
- J. Proposed New Policy #6.4001, Survey of Students
- K. Proposed New Policy #6.600, Student Records

Wright Cox made motion to approve these policies as presented by the Superintendent. The motion was seconded by Cathy Messerly and approved unanimously by the board.

Wanda Chism	Absent
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

X. NEW BUSINESS ITEMS:

Recommendation: It is recommended that the Board approve the following nomination:

- **Renaissance Group Inc. for the TSBA School of the Year Award for Excellence in Architectural Design for their design work on Collierville Middle School.**

Wright Cox made motion to approve the nomination to award the Renaissance Group, Inc. for the TSBA School of the Year Award for Excellence in Architectural Design for their design work on Collierville Middle. The motion was seconded by Kevin Vaughan and approved unanimously by the board.

Wanda Chism	Absent
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

Recommendation: It is recommended that the Board approve changing the November 11, 2014 Board Meeting Date:

- **Approval of Date Change for November 11, 2014 Board Meeting**

Wright Cox made motion to change the date of the November 11, 2014 Board Meeting to November 10, 2014 and to change the location to the Conference Room at the Collierville Schools Administration Office, 146 College Street, Collierville, Tn. The motion was seconded by Cathy Messerly and approved unanimously by the board.

Wanda Chism	Absent
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

Recommendation: It is recommended that the Board approve the five (5) Architectural Firms:

- **Approval of Recommended Architectural Firms**

The following five (5) Architectural Firms were recommended for approval to use in the future:

- a. Renaissance Group
- b. Fleming
- c. McGhee, Nicholson, Burke
- d. Barge, Waggoner, Sumner, Cannon
- e. Bounds and Gillespie

Kevin Vaughan made motion to approve the five (5) Architectural Firms. The motion was seconded by Wright Cox and approved unanimously by the board.

Wanda Chism	Absent
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

Recommendation: It is recommended that the Board approve Policy #3.602, Workers' Compensation

- **Approval of Policy #3.602, Workers' Compensation**

Kevin Vaughan made motion to suspend the rules and suspend the Second Reading of Policy, #3.602, Workers' Compensation as presented by the Superintendent. The motion was seconded by Cathy Messerly and approved unanimously by the board.

Wanda Chism	Absent
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

Recommendation: It is recommended that the Board approve to rescind Policy #3.603, (On the Job Injury)

- **Approval to Rescind Policy #3.603, (On the Job Injuries)**

Kevin Vaughan made motion to rescind Policy #3.603 (On the Job Injuries). The motion was seconded by Cathy Messerly and approved unanimously by the board.

Wanda Chism	Absent
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

Recommendation: It is recommended that the Board approve the Resolution to amend the 2014-2015 General Fund Budget

- **Approval of Resolution to Amend 2014-15 General Fund Budget**

Kevin Vaughan made motion to approve the amended 2014-15 General Fund Budget. The motion was seconded by Cathy Messerly and approved unanimously by the board.

Wanda Chism	Absent
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

Recommendation: It is recommended that the Board approve the following Letters of Intent for Food Products

- **Approval of Food Products-Letters of Intent**

a.	Bimbo Bakeries	-	\$101,295.60
b.	McCartney Produce	-	\$ 17,344.33
c.	Sysco Memphis, LLC	-	\$ 5,383.20
d.	Turner Holdings, LLC	-	\$743,156.70
e.	Turner Holdings, LLC	-	\$142,393.00

Cathy Messerly made motion to approve the Food Products-Letters of Intent. The motion was seconded by Wright Cox and approved unanimously by the board.

Wanda Chism	Absent
Wright Cox	Aye
Mark Hansen	Aye
Cathy Messerly	Aye
Kevin Vaughan	Aye

XI. ADJOURNMENT

With no further comments or objections, the meeting was adjourned at 7:20 p.m.

J. Mark Hansen, *Chairman*

John S. Aitken, *Superintendent*

**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 Bartlett City 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

David Stephens, Superintendent

APPROVED AS TO FORM:

Board Attorney

Arlington Board of Education

Dale Viox, Chairman

Tammy Mason, Superintendent

APPROVED AS TO FORM:

Board Attorney

Collierville Board of Education

Mark Hansen, Chairman

John Aitken, Superintendent

APPROVED AS TO FORM:

Board Attorney

Lakeland Board of Education

Kevin Floyd, Chairman

Ted Horrell, Superintendent

APPROVED AS TO FORM:

Board Attorney

Germantown Board of Education

Lisa Parker, Chairman

Jason Manuel, Superintendent

APPROVED AS TO FORM:

Board Attorney

Millington Board of Education

Greg Ritter, Chairman

David Roper, Superintendent

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT FOR SCHOOL CAREER AND TECHNICAL
EDUCATION (CTE) SUPERVISOR**

This Agreement made and entered into this _____ day of _____, 2014 by and between Arlington Community Schools Board of Education, a public school district, located at 5475 Airline Road, Arlington, TN 38002 and the following public school districts: Town of Collierville Board of Education, Bartlett City 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, Arlington Community Schools 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 services in order to serve their present and future needs in the development, coordination and implementation of effective CTE programs; and

WHEREAS, Arlington Community Schools Board of Education has a Career and Technical Supervisor and 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 Arlington Community Schools Board of Education (the "Provider") and the Boards agree as follows:

1. Purpose - The purpose of this Agreement is to authorize the Provider to provide services to the Districts in the development, coordination and implementation of effective CTE programs 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' Career and Technical Education 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 Career and Technical Education personnel.
3. Services - The Provider shall cause its Career and Technical Education personnel ("CTE Personnel") to deliver the Career and Technical Education services (the "Services") outlined on Attachment A to the Districts pursuant to applicable federal, state and local laws, codes, rules and regulations.
4. Oversight- The Provider shall use its own facilities, equipment, personnel, and personnel policies in providing the Services under this Agreement. CTE 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.
5. Scope and Quality of Services - As part of the annual consultation process outlined in Paragraph 7, 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 CTE Personnel shall remain subject only to the Provider's performance review process and personnel policies.
6. Relationship Between the Parties - The relationship between the Boards or the Boards' Directors and the Provider or the Provider's CTE Personnel shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

7. Annual Consultation - As part of the annual budget process for each 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.
8. 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 Career and Technical Education Budget and Annual Career and Technical Education Budget as follows:
 - a) Initial Expenditures - The Provider's Director shall prepare an initial budget for the Services (hereinafter referred to as the "Initial Career and Technical Education Budget") to be provided to the Directors prior to the reporting period of the 2014-2015 school year. Such Initial Career and Technical Education Budget shall be approved by all the Directors after reasonable consultation in good faith and shall be included herein as Attachment B.
 - b) Annual Expenditures - The Provider's Director shall prepare a reasonable estimate of the annual expenditures for the Services and shall provide a report of such estimates 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 the Services (hereinafter referred to as the "Annual Career and Technical Education Budget") for the applicable term. The Directors must approve the Annual Career and Technical Education Budget no later than April 1 or, in the case of the 2014-15 Annual Career and Technical Education Budget, as soon as practicable, but no later than June 1, 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 Career and Technical Education Budget and Annual Career and Technical Education 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 CTE Personnel Expenditures Among Boards - The Boards shall pay the Provider a proportional share of the Provider's Initial Career and Technical Education Budget and Annual Career and Technical Education 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 Career and Technical Education Budget and a portion of the Provider's 2014-15 Annual Career and Technical Education 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 Career and Technical Education 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 Career and Technical Education 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 Career and Technical Education Budget shall be permitted only under the conditions outlined in Paragraph 13. In no event may the non-agreeing Party use budgeting or planned expenditures as a basis for termination for cause pursuant to Paragraph 12.

9. Payment - The Provider shall invoice the Boards monthly, with the first payment being due June 30, 2014. All payments shall be remitted within thirty (30) calendar days to Arlington Community Schools, Attention: Chief Financial Officer, 5475 Airline Road, Arlington, TN 38002.

10. Term - The initial term of this Agreement shall commence on June 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 11 below. Except as otherwise provided in Paragraph 16, and except as, and only to the extent, expressly provided in Paragraph 12 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
11. 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.
12. Termination With 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.

13. Termination for Good Faith Disagreement Over Annual Career and Technical Education Budget - If, after good faith efforts, any Party shall not agree on the Annual Career and Technical Education 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 Career and Technical Education Budget exceeds the 2014-15 Annual Career and Technical Education Budget by 10% by line item.
 - b) For the 2016-17 school year, a disagreement will be deemed in "good faith" if the 2016-17 Annual Career and Technical Education Budget exceeds the 2015-16 Annual Career and Technical Education Budget by 5% by line item.
 - 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 11.
14. Conflict - The Provider shall maintain a calendar available to all Parties to this Agreement and shall take all reasonable steps to avoid scheduling conflicts which would prevent the Provider's CTE 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.

15. Access to the Services - The Parties acknowledge that the Services provided under this Agreement are equally available to all signatories hereto. The Provider agrees that CTE Personnel employed in furtherance of this Agreement shall use best efforts at all times to provide equal access to the Services.
16. 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.
17. 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 CTE 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.
18. Governing Law - This Agreement shall be exclusively governed by the laws of the State of Tennessee.

19. 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 Arlington Community Schools Board of Education shall be sent to:

Attn: Superintendent's Office
Arlington Community Schools
5475 Airline Road
Arlington, TN 38002

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

Attn: Superintendent's Office
Collierville Schools
146 College St.
Collierville, TN 38017

d) 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

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

Attn: Superintendent's Office
Millington Municipal Schools
5020 Second Ave.
Millington, TN 38053

20. 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.

21. Modifications in Writing - This Agreement may not be amended, enlarged, modified or altered except in writing and signed by all affected Parties.
22. Dispute Resolution - Whenever any dispute arises between the Directors and the Provider or the Provider's CTE 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.
23. Assignment - The rights and obligations of this Agreement are not assignable.
24. 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.
25. 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.
26. 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.
27. 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 June 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

Arlington Board of Education

Dale Viox, Chairman

Tammy Mason, 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

Millington Board of Education

Greg Ritter, Chairman

David Roper, Superintendent

APPROVED AS TO FORM:

Board Attorney

ATTACHMENT A- SCOPE OF CAREER AND TECHNICAL EDUCATION SERVICES

Career and Technical Education Services (the "Services") pursuant to this Agreement shall include, but not be limited to, the following:

1. Assist and advise the Districts as an instructional leader in developing and implementing appropriate Career and Technical curriculum to meet the identified needs of students in Career and Technical Education programs.
2. Provide assistance to all professional personnel and/or community representatives regarding Career and Technical Educational programs.
3. Assist and advise the Districts' Chief Financial Officer by making recommendations regarding the Career and Technical Education budget needs.
4. Assist and advise the Districts in collaboration with outside agencies to secure available grant funding for Career and Technical Education programs.
5. Assist and advise the Districts in evaluations of Career and Technical Education teachers as requested.
6. Assist and advise the Districts on Career and Technical curriculum and instructional matters and make appropriate recommendations.
7. Assist and advise the Districts by planning and conducting professional growth programs, workshops and other in-service related to Career and Technical Education.
8. Assist and advise the Districts with on-going orientation of new teachers in the areas of Career and Technical Education
9. Assist and advise the Districts as needed or requested in the development of effective instructional and assessment techniques.
10. Assist and advise the Districts in the preparation of reports required by the State Department of Education and other agencies.
11. Assist and advise the Districts in collaboration with their Curriculum and Instruction departments in disaggregating student data, identifying student needs, selecting textbooks and materials, and establishing program goals.
12. Assist and advise the Districts in the design and dissemination of instructional strategies that enhance instruction.
13. CTE Personnel will submit all required forms and information to the state for CTE grants on behalf of the Districts and pass any funds received to the respective Districts when and if received.
14. Any other such duties reasonably related to Career and Technical education Services as assigned or requested by the Directors.

ATTACHMENT B - PROVIDER'S INITIAL CAREER AND TECHNICAL EDUCATION
BUDGET

CAREER & TECHNICAL EDUCATION SUPERVISOR (April 15---June 30, 2014)

Total Costs for Salary, Benefits, OPEB and Administrative fee is \$ 23,958.33

**INTERLOCAL AGREEMENT FOR
NETWORK AND TELECOMMUNICATIONS ASSISTANCE**

This Agreement made and entered into this _____ day of _____, 2014 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, Collierville Schools 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, the 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 Network and Telecommunications services in order to serve their present and future needs; and

WHEREAS, the Bartlett City Board of Education has a Network and Telecommunications 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 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 Network and Telecommunications 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’ Network and Telecommunications 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 Network and Telecommunications personnel.
3. Services – The Provider shall cause its Network and Telecommunications personnel (“Network and Telecommunications Personnel”) to deliver the Network and Telecommunications 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 Network Mapping and Monitoring (the “Software”) necessary for the delivery of the Network and Telecommunications Services outlined on 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. Network and Telecommunications 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 Network and Telecommunications 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 Network and Telecommunications 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 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 Network and Telecommunications Budget and Annual Network and Telecommunications Budget as follows:
 - a) Initial Expenditures – The Provider's Director shall prepare an initial budget for Network and Telecommunications Services (hereinafter referred to as the "Initial Network and Telecommunications Budget") to be provided to the Directors prior to the reporting period of the 2014-2015 school year. Such Initial Network and Telecommunications 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 Network and Telecommunications 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 Network and Telecommunications Services (hereinafter referred to as the "Annual Network and Telecommunications Budget") for the applicable term. The Directors must approve the Annual Network and Telecommunications Budget no later than April 1 or, in the case of the 2014-15 Annual Network and Telecommunications Budget, as soon as practicable, but no later than June 30, 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 Network and Telecommunications Budget and Annual Network and Telecommunications 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. Such additional work shall include, but not be limited to, troubleshooting, repair, and/or reconfiguration resulting from unilateral District modification to Network and/or Telecommunications systems.
- d) Apportionment of Network and Telecommunications Expenditures Among Boards – The Boards shall pay the Provider a proportional share of the Provider’s Initial Network and Telecommunications Budget and Annual Network and Telecommunications 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 Network and Telecommunications Budget and a portion of the Provider’s 2014-15 Annual Network and Telecommunications 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 Network and Telecommunications 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 Network and Telecommunications 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 Network and Telecommunications 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 30, 2014. All payments shall be remitted within thirty (30) calendar

days to Bartlett Schools, Attention: Chief Financial Officer, 5650 Woodlawn Drive, Bartlett, TN 38134.

11. Term – The initial term of this Agreement shall commence on April 15, 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 Network and Telecommunications Budget – If, after good faith efforts, any Party shall not agree on the Annual Network and Telecommunications 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 June 30 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 Network and Telecommunications Budget exceeds the 2014-15 Annual Network and Telecommunications 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 Network and Telecommunications Budget exceeds the 2015-16 Annual Network and Telecommunications 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 Network and Telecommunications calendar available to all Parties to this Agreement and shall take all reasonable steps to avoid scheduling conflicts which would prevent the Provider’s Network and Telecommunications 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 Network and Telecommunications Services – The Parties acknowledge that Network and Telecommunications Services provided under this Agreement are equally available to all signatories hereto. The Provider agrees that Network and Telecommunications Personnel employed in furtherance of this Agreement shall use best efforts at all times to provide equal access to the Services. Provided, the Districts hereby agree and acknowledge that Network and Telecommunications personnel shall remain solely responsible for ensuring network connectivity. In the

event unilateral District modification to the Network and/or Telecommunications system results in a loss of network connectivity, any necessary troubleshooting, repair, and/or reconfiguration shall be provided pursuant to Paragraph 9(c) of the instant Agreement.

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 Network and Telecommunications 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
5475 Airline Road
Arlington, TN 38002

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

Attn: Superintendent's Office
Collierville Schools
146 College St.
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
5020 Second Ave.
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 Network and Telecommunications 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. Counterparts - This Agreement may be signed in multiple counterparts, each of which shall be an original, and shall be binding on the Parties hereto and their servants and assigns.
29. 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 April 15, 2014.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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

Arlington Board of Education

Dale Viox, Chairman

Tammy Mason, Superintendent

APPROVED AS TO FORM:

Board Attorney

Bartlett Board of Education

Jeff Norris, Chairman

David Stephens, Superintendent

APPROVED AS TO FORM:

Board Attorney

Lakeland Board of Education

Kevin Floyd, Chairman

Ted Horrell, Superintendent

APPROVED AS TO FORM:

Board Attorney

Germantown Board of Education

Lisa Parker, Chairman

Jason Manuel, Superintendent

APPROVED AS TO FORM:

Board Attorney

Millington Board of Education

Greg Ritter, Chairman

David Roper, Superintendent

APPROVED AS TO FORM:

Board Attorney

ATTACHMENT A- SCOPE OF NETWORK AND TELECOMMUNICATIONS SERVICES

Network and Telecommunications Services (the “Services”) pursuant to this Agreement shall include, but not be limited to, the following:

1. Administer District LAN/WAN by routinely monitoring, troubleshooting problems, and implementing solutions, subject to District approval; provided, however, that troubleshooting, repair, and/or reconfiguration resulting from unilateral District systems modification shall be provided pursuant to Paragraph 9(c) and Paragraph 16 of the Agreement;
2. Assist and advise the Districts on implementation and maintenance of DNS and email servers, subject to District approval;
3. Implement and maintain LAN/WAN, including server connectivity services, subject to District approval;
4. Coordinate and oversee data connections between core systems and network users, including vendors, subject to District approval;
5. Monitor and research District network availability, connectivity, and performance;
6. Assist and advise the Districts by troubleshooting telecommunications hardware and software problems;
7. As requested by the Districts, communicate with vendors to coordinate maintenance and repair work;
8. Assist and advise District staff in planning, development, implementation, and maintenance of network security and access policies, subject to District approval;
9. Plan, coordinate, and monitor the implementation and daily operation of telecommunications network and related equipment, cabling, and systems, subject to District approval;
10. Maintain and support telecommunications components for administrative and instructional use, subject to District approval;
11. Work with District staff to identify and recommend telecommunication hardware needs, software needs, and system design, subject to District approval;
12. As requested by the Districts, research, test, evaluate, recommend, and implement new telecommunications technologies and equipment;

13. Assist and advise the Districts in the preparation, compilation, and maintenance of narrative and statistical reports, records, and files related to network/telecom activities and operations; and
14. Any other such duties reasonably related to Network and Telecommunications, as assigned or requested by the Directors.

ATTACHMENT B – THIRD-PARTY CONTRACT(S)

The Interlocal Agreement for Network and Telecommunications Assistance contemplates that Provider shall enter into a third-party contract with HelpSystems, Inc. (the “Vendor”) for Network Mapping and Monitoring Software (the “Software”), which Software is necessary for the delivery of the Services outlined on 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 Network and Telecommunications 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 Student 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 Network and Telecommunications Personnel. Upon such notice, Network and Telecommunications 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 Network and Telecommunications 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 Network and Telecommunications Personnel shall develop a protocol for requesting technical support, maintenance, and/or information related to the Software. Such protocol shall ensure that Network and Telecommunications 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 NETWORK AND TELECOMMUNICATIONS
BUDGET
(April 15 – June 30)

The Initial Budget for Network and Telecommunications Services pursuant to this Agreement shall include Salary, Benefits, OPEB, and Administrative fees and shall total \$31,250.00.

**INTERLOCAL AGREEMENT FOR
PAYROLL ASSISTANCE**

This Agreement made and entered into this _____ day of _____, 2014 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, Collierville Schools 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, the 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 Payroll services in order to serve their present and future needs; and

WHEREAS, the Bartlett City Board of Education has a Payroll 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 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 Payroll 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’ Payroll 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 Payroll personnel.
3. Services – The Provider shall cause its Payroll personnel (“Payroll Personnel”) to deliver the Payroll 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 that they have previously executed an Interlocal Agreement for Business Information Management Services, and such Agreement contemplates, that Provider shall enter into a third-party contract for Business Information Management software (the “Software”) necessary for the delivery of the Payroll Services outlined on Attachment A. Such Interlocal Agreement, including any and all terms and conditions under which the Districts shall receive access to the Software, is incorporated herein by reference.
5. Oversight – The Provider shall use its own facilities, equipment, personnel, and personnel policies in providing the Services under this Agreement. Payroll 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 Payroll 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 Payroll 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 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 Payroll Budget and Annual Payroll Budget as follows:
 - a) Initial Expenditures – The Provider’s Director shall prepare an initial budget for Payroll Services (hereinafter referred to as the “Initial Payroll Budget”) to be provided to the Directors prior to the reporting period of the 2014-2015 school year. Such Initial Payroll Budget shall be approved by all the Directors after reasonable consultation in good faith and shall be included herein as Attachment B.
 - b) Annual Expenditures – The Provider’s Director shall prepare a reasonable estimate of the annual expenditures for Payroll 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 Payroll Services (hereinafter referred to as the “Annual Payroll Budget”) for the applicable term. The Directors must approve the Annual Payroll Budget no later than April 1 or, in the case of the 2014-15 Annual Payroll Budget, as soon as practicable, but no later than June 30, 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 Payroll Budget and Annual Payroll 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 Payroll Expenditures Among Boards – The Boards shall pay the Provider a proportional share of the Provider’s Initial Payroll Budget and Annual Payroll 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 Payroll Budget and a portion of the Provider's 2014-15 Annual Payroll 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 Payroll 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 Payroll 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 Payroll 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 30, 2014. All payments shall be remitted within thirty (30) calendar days to Bartlett City Schools, Attention: Chief Financial Officer, 5650 Woodlawn Drive, Bartlett, TN 38134.
 - 11. Term – The initial term of this Agreement shall commence on April 15, 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 Payroll Budget – If, after good faith efforts, any Party shall not agree on the Annual Payroll 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 June 30 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 Payroll Budget exceeds the 2014-15 Annual Payroll 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 Payroll Budget exceeds the 2015-16 Annual Payroll 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 Payroll calendar available to all Parties to this Agreement and shall take all reasonable steps to avoid scheduling conflicts which would prevent the Provider’s Payroll 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 Payroll Services – The Parties acknowledge that Payroll Services provided under this Agreement are equally available to all signatories hereto. The Provider agrees that Payroll 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 Payroll 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
5475 Airline Road
Arlington, TN 38002

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

Attn: Superintendent's Office
Collierville Schools
146 College St.
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

5020 Second Ave.
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 Payroll 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. Counterparts - This Agreement may be signed in multiple counterparts, each of which shall be an original, and shall be binding on the Parties hereto and their servants and assigns.
29. 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 April 15, 2014.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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

Arlington Board of Education

Dale Viox, Chairman

Tammy Mason, Superintendent

APPROVED AS TO FORM:

Board Attorney

Bartlett Board of Education

Jeff Norris, Chairman

David Stephens, Superintendent

APPROVED AS TO FORM:

Board Attorney

Lakeland Board of Education

Kevin Floyd, Chairman

Ted Horrell, Superintendent

APPROVED AS TO FORM:

Board Attorney

Germantown Board of Education

Lisa Parker, Chairman

Jason Manuel, Superintendent

APPROVED AS TO FORM:

Board Attorney

Millington Board of Education

Greg Ritter, Chairman

David Roper, Superintendent

APPROVED AS TO FORM:

Board Attorney

ATTACHMENT A- SCOPE OF PAYROLL SERVICES

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

1. Assist and Advise the Districts in planning, implementing, and assessing Payroll programs, activities, and services, subject to approval of the Districts;
2. Plan, develop, coordinate, and distribute work-pay calendars consisting of payroll period cut-off dates, timesheet approval dates, and payroll payment dates for all District employee classifications, subject to approval of the Districts;
3. Upon the Districts’ timely entry of new hire, employee leave, and/or termination in Business Information Management Software, coordinate timely processing of payroll initiations, updates, and terminations for District new hires, employees on leave, and terminations, subject to approval of the Districts;
4. As requested by the Districts, assist and advise Districts in payroll disbursement, including calculating garnishments retirement benefits, and running and balancing tax reports consistent with federal and state wage and hour laws, subject to approval of and ultimate remittance by the Districts;
5. Plan, develop, coordinate, and implement a Payroll remittance process by which insurance deductions are remitted to vendors and/or a Health Benefits Trust, as appropriate, subject to approval of the Districts;
6. Assist and advise Districts in resolving discrepancies in Payroll administration by retrieving and explaining data and records, as requested by the Districts;
7. Work with District staff to plan, develop, and coordinate District short and long-range Payroll plans;
8. Oversees District short and long-term Payroll plans to ensure adherence to organizational goals, standards, policies, and procedures, subject to approval of the Districts;
9. As requested by the Districts, assist and advise in Payroll budget development, preparation, and proposal;
10. As requested by the Districts, assist and advise in administrative and professional reports required by individual schools, Districts, and/or other agencies and prepare recommendations regarding the same;

11. Receive and respond to Payroll inquiries, concerns, and complaints, subject to approval of the Districts;

12. Plan, develop, distribute, and implement a Payroll Procedures Manual delineating Payroll Shared Services operating procedures; and

13. Any other such duties reasonably related to Payroll, as assigned or requested by the Directors;

ATTACHMENT B – PROVIDER’S INITIAL PAYROLL BUDGET
(April 15 – June 30, 2014)

The Initial Budget for Payroll Services pursuant to this Agreement shall include Salary, Benefits, OPEB, and Administrative fees and shall total \$18,000.00.

**INTERLOCAL AGREEMENT FOR
PURCHASING ASSISTANCE**

This Agreement made and entered into this _____ day of _____, 2014 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, Collierville Schools 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, the 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 Purchasing services in order to serve their present and future needs; and

WHEREAS, the Bartlett City Board of Education has a Purchasing 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 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 Purchasing 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’ Purchasing 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 Purchasing personnel.
3. Services – The Provider shall cause its Purchasing personnel (“Purchasing Personnel”) to deliver the Purchasing 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 that they have previously executed an Interlocal Agreement for Business Information Management Services, and such Agreement contemplates that Provider shall enter into a third-party contract for Business Information Management software (the “Software”) necessary for the delivery of the Purchasing Services outlined on Attachment A. Such Interlocal Agreement, including any and all terms and conditions under which the Districts shall receive access to the Software, is incorporated herein by reference.
5. Oversight– The Provider shall use its own facilities, equipment, personnel, and personnel policies in providing the Services under this Agreement. Purchasing 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 Purchasing 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 Purchasing 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 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 Purchasing Budget and Annual Purchasing Budget as follows:
 - a) Initial Expenditures – The Provider’s Director shall prepare an initial budget for Purchasing Services (hereinafter referred to as the “Initial Purchasing Budget”) to be provided to the Directors prior to the reporting period of the 2014-2015 school year. Such Initial Purchasing Budget shall be approved by all the Directors after reasonable consultation in good faith and shall be included herein as Attachment B.
 - b) Annual Expenditures – The Provider’s Director shall prepare a reasonable estimate of the annual expenditures for Purchasing 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 Purchasing Services (hereinafter referred to as the “Annual Purchasing Budget”) for the applicable term. The Directors must approve the Annual Purchasing Budget no later than April 1 or, in the case of the 2014-15 Annual Purchasing Budget, as soon as practicable, but no later than June 30, 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 Purchasing Budget and Annual Purchasing 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 Purchasing Expenditures Among Boards – The Boards shall pay the Provider a proportional share of the Provider’s Initial Purchasing Budget and Annual Purchasing 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 Purchasing Budget and a portion of the Provider's 2014-15 Annual Purchasing 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 Purchasing 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 Purchasing 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 Purchasing 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 30, 2014. All payments shall be remitted within thirty (30) calendar days to Bartlett 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 Purchasing Budget – If, after good faith efforts, any Party shall not agree on the Annual Purchasing 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 June 30 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 Purchasing Budget exceeds the 2014-15 Annual Purchasing 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 Purchasing Budget exceeds the 2015-16 Annual Purchasing 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 Purchasing calendar available to all Parties to this Agreement and shall take all reasonable steps to avoid scheduling conflicts which would prevent the Provider’s Purchasing 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 Purchasing Services – The Parties acknowledge that Purchasing Services provided under this Agreement are equally available to all signatories hereto. The Provider agrees that Purchasing 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 Purchasing 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
5475 Airline Road
Arlington, TN 38002

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

Attn: Superintendent's Office
Collierville Schools
146 College St.
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

5020 Second Ave.
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 Purchasing 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. Counterparts - This Agreement may be signed in multiple counterparts, each of which shall be an original, and shall be binding on the Parties hereto and their servants and assigns.
29. 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 April 15, 2014.

THE REMAINDER OF THIS PAGE IS INTENTIONALY BLANK

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

Arlington Board of Education

Dale Viox, Chairman

Tammy Mason, Superintendent

APPROVED AS TO FORM:

Board Attorney

Bartlett Board of Education

Jeff Norris, Chairman

David Stephens, Superintendent

APPROVED AS TO FORM:

Board Attorney

Lakeland Board of Education

Kevin Floyd, Chairman

Ted Horrell, Superintendent

APPROVED AS TO FORM:

Board Attorney

Germantown Board of Education

Lisa Parker, Chairman

Jason Manuel, Superintendent

APPROVED AS TO FORM:

Board Attorney

Millington Board of Education

Greg Ritter, Chairman

David Roper, Superintendent

APPROVED AS TO FORM:

Board Attorney

ATTACHMENT A- SCOPE OF PURCHASING SERVICES

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

1. Assist and advise the Districts by coordinating purchasing through competitive bidding, formal sealed bids, informal price quotations, and requests for proposals, subject to District approval;
2. Pursuant to District communicated bid specifications, coordinate and oversee preparation of bidding documents, including notices to bidders, instructions to bidders, internal vendor coding, and District defined bid specifications, subject to District approval;
3. Plan, develop, and coordinate a purchasing website to communicate procurement opportunities and information to the Districts and to the public, subject to District approval;
4. As requested by the Districts, obtain and analyze comparative prices and quotations;
5. Study and advise the Districts of price trends, market conditions, supply sources, and new product developments;
6. As requested and/or approved by the Districts, initiate contact with vendors relative to supplies, equipment, and services availability;
7. Rely on properly issued District purchase requisitions to review and verify vendor information, pricing, and bid specifications, subject to District approval;
8. Develop and maintain appropriate procurement records, including but not limited to, vendor registration procedures, bidders lists, bidder participation lists, bid documents, bid responses, tab sheets, consensus communications, and final contract awards, subject to District approval;
9. As requested by the Districts, issue intent to award letters subject to final District approval;
10. As requested and approved by the Districts, generate and issue purchase orders, subject to final District approval;
11. Plan, develop, distribute, and implement a Purchasing Procedures Manual delineating Purchasing Shared Services operating procedures;
12. Attend Board meetings to discuss purchasing concerns, as requested by the Directors;
and

13. Any other such duties reasonably related to Purchasing, as assigned or requested by the Directors.

ATTACHMENT B – PROVIDER’S INITIAL PURCHASING BUDGET
(April 15 – June 30, 2014)

The Initial Budget for Purchasing Services pursuant to this Agreement shall include Salary, Benefits, OPEB, and Administrative fees and shall total \$45,460.80.

INTERLOCAL AGREEMENT FOR SYSTEMS TECHNICIAN

This Agreement made and entered into this _____ day of _____, 2014 by and between Arlington Community Schools Board of Education, a public school district, located at 5475 Airline Road, Arlington, TN 38002 and the following public school districts: Town of Collierville Board of Education, Bartlett City 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, Arlington Community Schools 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 services in order to serve their present and future HVAC and Energy Systems needs; and

WHEREAS, Arlington Community Schools Board of Education has a HVAC and Energy Systems Technician 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 Arlington Community Schools Board of Education (the "Provider") and the Boards agree as follows:

1. Purpose - The purpose of this Agreement is to authorize the Provider to provide services to the Districts in the development, coordination and implementation of effective HVAC and Energy Systems (Systems) 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 Systems 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 Systems Technician.
3. Services - The Provider shall cause its Systems Technician personnel ("Systems Personnel") to deliver the HVAC and Energy Systems services (the "Services") outlined on Attachment A to the Districts pursuant to applicable federal, state and local laws, codes, rules and regulations. It shall be the responsibility of each District to purchase, implement and maintain all necessary software and licenses compatible with the HVAC and Energy systems as monitored by the Systems Personnel as necessary to complete the Services.
4. Oversight- The Provider shall use its own facilities, equipment, personnel, and personnel policies in providing the Services under this Agreement. Systems 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.
5. Scope and Quality of Services - As part of the annual consultation process outlined in Paragraph 7, 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 Systems Personnel shall remain subject only to the Provider's performance review process and personnel policies.
6. Relationship Between the Parties - The relationship between the Boards or the Boards' Directors and the Provider or the Provider's Systems

Personnel shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

7. Annual Consultation - As part of the annual budget process for each 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.
8. 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 Systems Budget and Annual Systems Budget as follows:
 - a) Initial Expenditures - The Provider's Director shall prepare an initial budget for the Services (hereinafter referred to as the "Initial Systems Budget") to be provided to the Directors prior to the reporting period of the 2014-2015 school year. Such Initial Systems Budget shall be approved by all the Directors after reasonable consultation in good faith and shall be included herein as Attachment B.
 - b) Annual Expenditures - The Provider's Director shall prepare a reasonable estimate of the annual expenditures for the Services and shall provide a report of such estimates 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 the Services (hereinafter referred to as the "Annual Systems Budget") for the applicable term. The Directors must approve the Annual Systems Budget no later than April 1 or, in the case of the 2014-15 Annual Systems Budget, as soon as practicable, but no later than June 1, 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 Systems Budget and Annual Systems 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 Systems Personnel Expenditures Among Boards - The Boards shall pay the Provider a proportional share of the Provider's Initial Systems Budget and Annual Systems 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 Systems and a portion of the Provider's 2014-15 Annual Systems 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 Systems 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 Systems 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 Systems Budget shall be permitted only under the conditions outlined in Paragraph 13. In no event may the non-agreeing Party use budgeting or planned expenditures as a basis for termination for cause pursuant to Paragraph 12.
9. Payment - The Provider shall invoice the Boards monthly, with the first payment being due June 30, 2014. All payments shall be remitted within thirty (30) calendar days to Arlington Community Schools, Attention: Chief Financial Officer, 5475 Airline Road, Arlington, TN 38002.
10. Term - The initial term of this Agreement shall commence on June 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 11 below. Except as otherwise provided in Paragraph 16, and except as, and only to the extent, expressly provided in Paragraph 12 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

11. 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.

12. Termination With 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.

13. Termination for Good Faith Disagreement Over Annual Systems Budget – If, after good faith efforts, any Party shall not agree on the Annual Systems 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 Systems Budget exceeds the 2014-15 Annual Systems Budget by 10% by line item.
 - b) For the 2016-17 school year, a disagreement will be deemed in “good faith” if the 2016-17 Annual Systems Budget exceeds the 2015-16 Annual Systems Budget by 5% by line item.
 - 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 11.
14. Conflict – The Provider shall maintain a calendar available to all Parties to this Agreement and shall take all reasonable steps to avoid scheduling conflicts which would prevent the Provider’s Systems 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.

15. Access to the Services - The Parties acknowledge that the Services provided under this Agreement are equally available to all signatories hereto. The Provider agrees that Systems Personnel employed in furtherance of this Agreement shall use best efforts at all times to provide equal access to the Services.
16. 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.
17. 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 Systems 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.
18. Governing Law - This Agreement shall be exclusively governed by the laws of the State of Tennessee.
19. 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 Arlington Community Schools Board of Education shall be sent to:

Attn: Superintendent's Office
Arlington Community Schools
5475 Airline Road
Arlington, TN 38002

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

Attn: Superintendent's Office
Collierville Schools
146 College St.
Collierville, TN 38017

- d) 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

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

Attn: Superintendent's Office
Millington Municipal Schools
5020 Second Ave.
Millington, TN 38053

20. 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.
21. Modifications in Writing - This Agreement may not be amended, enlarged, modified or altered except in writing and signed by all affected Parties.

22. Dispute Resolution - Whenever any dispute arises between the Directors and the Provider or the Provider's Systems 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.
23. Assignment - The rights and obligations of this Agreement are not assignable.
24. 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.
25. 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.
26. 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.
27. Counterparts - This Agreement may be signed in multiple counterparts, each of which shall be an original, and shall be binding on the Parties hereto and their servants and assigns.
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 June 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

Arlington Board of Education

Dale Viox, Chairman

Tammy Mason, 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

Millington Board of Education

Greg Ritter, Chairman

David Roper, Superintendent

APPROVED AS TO FORM:

Board Attorney

ATTACHMENT A- SCOPE OF SYSTEMS SERVICES

Systems Services (the "Services") pursuant to this Agreement shall include, but not be limited to, the following:

1. Assist and advise the Districts in the maintenance and repair of emergency management systems.
2. Assist and advise the Districts in the establishment and maintenance of emergency management system schedules and building temperature set points.
3. Assist and advise the Districts in evaluations of building energy consuming systems, energy management methods and practical energy efficiency principles.
4. Assist and advise the Districts on Andover controls and Contium software.
5. Assist and advise the Districts on preventive and routine maintenance work on various burglar alarm, fire alarm, intercom and PA systems.
6. Assist and advise the Districts with intrusion and access control equipment.
7. Systems Personnel will maintain the Energy Management and access controls system currently installed in the Districts. They will monitor all controllers during normal operating hours and report alarms to the district representative. They will troubleshoot and repair controllers as needed.
8. Systems Personnel will coordinate with Mechanical Automated Control System, Inc. for the purchase of equipment and software used for the monitoring and access control and will enter the schedules for air-conditioning and heating controls that currently exist in the Districts.
9. The Districts shall reimburse Provider for any stock and materials needed to perform these services.
10. Any other such duties reasonably related to Systems Services as assigned or requested by the Directors.

ATTACHMENT B - PROVIDER'S INITIAL SYSTEMS BUDGET

ENERGY MANAGEMENT/SECURITY CAMERAS (June 1-June 30, 2014)

Total Costs for Salary, Benefits, OPEB and Administrative fee is \$ 6,666.67

AGREEMENT FOR LOAN

This Agreement for Loan (“Agreement”) is made and entered into by the **Town of Collierville, Tennessee** (the “Town”) and the **Town of Collierville Board of Education** (the “Board” or the “District”) (hereinafter referred to collectively as “the Parties”) effective as of the ____ day of _____, 2014.

WHEREAS, the Town through state legislation created a school district which has been given the title of Collierville Municipal School District (“CMSD” or the “District”); and

WHEREAS, the District was created pursuant to Tenn. Code Ann. § 49-2-127 and § 49-2-201, *et seq.*; and

WHEREAS, the Board 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 District intends to commence operation of the Collierville Municipal School District beginning with the 2014-15 school year and each year thereafter; and

WHEREAS, the District will receive funds from multiple sources of revenue for operations for fiscal year 2014-15 beginning in July 2014, including required local funding from the Town; however, receipt of such revenues in the first several months of operations will be insufficient to meet the monthly expenditures of the District; and

WHEREAS, the Town has determined that, in addition to the Town’s required local funding, it will be necessary and desirable to authorize the issuance of a revenue anticipation note and to loan certain funds from the General Fund of the Town to the General Purpose School Fund of the District to meet expenditures for the current fiscal year, being July 1, 2014 through June 30, 2015, inclusive, (the “Fiscal Year”) in anticipation of the receipt of state and county revenues by the District during the Fiscal Year (hereinafter called “the loan”); and

WHEREAS, the Town has approved Resolution 2014-47 which allows the Town to issue interest bearing revenue anticipation notes in a principal amount not to exceed \$3,000,000 (the “Notes”) through an interfund loan, upon approval by the State of Tennessee Comptroller’s office; and

WHEREAS, subject to the approval by the Board, the District has approved the receipt and repayment of a short term loan from the Town in an amount not to exceed \$3,00,000 for the District’s expenditures until such time as the District has received additional revenues from state and county sources to repay such loan, subject to the terms and conditions of this Agreement; and pursuant to a vote by the Town at a meeting on _____, 2014, the Town has approved said loan.

NOW THEREFORE, in consideration of these premises and the mutual covenants herein contained, the Town and the District agree as follows.

1. Loan Terms. The Town agrees to loan funds to the District in an amount not to exceed Three Million and 00/100 Dollars (\$3,000,000.00) at a rate of .5% per annum to be used

by the District for the purposes of meeting the District's initial operating costs and expenditures. The amount and timing of payments to the District shall be determined by the Town, in its sole discretion, based upon the Town's review of the cash flow reports of the District, to be provided to the Town by the District on a monthly basis beginning July 1, 2014. The District expressly agrees that any such funds advanced by the Town to the District are a loan and shall be repaid by the District pursuant to the terms set forth herein, along with all applicable interest and costs.

2. Term. The term of this Agreement shall commence upon the Effective Date, as set forth in Paragraph 20 of this Agreement, and shall end upon June 30, 2015 (the "Term").
3. Debt Service. The District agrees to pay the Town for all costs relating to the issuance of this loan and to pay the Town an amount equal to the principal amount of the loan plus interest and any other costs incurred by the Town for the Notes until the debt is fully retired.
 - a. Schedule of Payments. The District agrees to repay the outstanding balance of the loan plus costs and interest on or before March 1, 2015.
 - b. Interest. The interest amount payable by the District to the Town for the loan will equal the interest amount specified in the note.
4. Costs of Issuance of Notes. The District agrees to reimburse the Town for all costs incurred by the Town in connection with issuance of the notes, including without limitation, attorneys' fees and costs. Reimbursement for the Issuance Costs shall be paid in total by the District to the Town no later than March 1, 2015.
5. Failure to Meet Schedule of Payments. In the event of a default, the Town shall have the right to withhold such amounts, including interest thereon, from any current or future local funding requirements of the Town to the District.
6. No Prepayment Penalties. The District shall have the right and privilege at any time and from time to time, to prepay the loan, without penalty, in whole or in part, to the extent of any remaining unpaid principal balance hereunder with accrued and unpaid interest to the date of payment.
7. Monthly Cash Flow Report – The District shall provide the Town with a cash flow report monthly, with the first such report being due August 1, 2014.
8. Monthly Statement of Loan Balance, Interest, and Costs. The Town shall provide the District with a statement of the outstanding principal balance, accrued interest and other associated costs on a monthly basis, with the first Statement being due upon the initial issuance of the note.
9. Understanding Regarding Town's Local Funding Obligation. The District and Town expressly agree that this loan is a separate transaction between the Parties reflecting debt service obligations of the District to the Town and such loan shall in no way increase the amount of the Town's local funding to the Board of Education for the District's operating

expenses. The Parties understand and agree that this loan is to be treated for all purposes as an advance of county and state funds that the District will receive later in the Term and which must be repaid pursuant to the terms herein. The Parties further agree that the loan shall in no way affect the Town's maintenance of effort obligations to the District. The Parties agree that they will not directly or indirectly take any action or omit any action that, if taken or omitted, would cause this loan to impact the Town's maintenance of effort obligation to the District.

10. Payments. All payments shall be remitted to the Town of Collierville, Attention: Town Administrator, 500 Poplar View Parkway, Collierville TN 38017.
11. Governing Law. This Agreement shall be exclusively governed by the laws of the State of Tennessee.
12. Notice. All notices required under this Agreement shall not be effective unless in writing and sent to the following
 - a. Notices to Town of Collierville Board of Education shall be sent to:

Attn: Superintendent's Office
Collierville Municipal School District
146 College Street
Collierville, TN 38017
 - b. Notices to Town of Collierville shall be sent to:

Attn: Town Administrator
Town of Collierville
500 Poplar View Parkway
Collierville, TN 38017
13. 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.
14. Modifications in Writing. This Agreement may not be amended, enlarged, modified or altered except in writing and signed by all Parties hereto.
15. Dispute Resolution. Whenever any dispute arises between the Parties under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by participation in non-binding mediation as soon as feasible.
16. Assignment. The rights and obligations of this Agreement are not assignable.

- 17. 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.
- 18. 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.
- 19. 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.
- 20. Effective Date. This Agreement shall not be binding upon the Parties until it has been properly approved by the legislative bodies 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 _____.

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

Collierville Board of Education

Town of Collierville

Mark Hansen, Chairman

Stan Joyner, Mayor

John Aitken, Superintendent

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk/Recorder

Board Attorney

APPROVED AS TO FORM:

Town Attorney

Collierville Schools Board of Education			
Monitoring: Review: Annually, in April	Descriptor Term: Grading System	Descriptor Code: 4.600	Issued Date: 06/10/14
		Rescinds:	Issued:

1 The Director of Schools shall develop an administrative procedure to establish a system of grading and
 2 assessment for evaluating and recording student progress and to measure student performance in
 3 conjunction with Board-adopted content standards for grades K-12.¹ The grading/assessment system
 4 shall follow all applicable statutes and rules and regulations of the State Board of Education. The
 5 grading/assessment system shall be uniform district-wide at comparable grade levels, except that the
 6 Director of Schools shall have the authority to establish and operate ungraded and/or unstructured classes
 7 in grades K-3 according to state rules and regulations.²

8 The Director of Schools shall submit a copy of the grading, reporting and assessment systems to the
 9 Board before the system is implemented.³ These guidelines shall be communicated annually to students
 10 and parents/guardians.¹

11 Conduct grades are based on behavior and shall not be deducted from scholastic grades.

12 **KINDERGARTEN – GRADE FIVE GRADING**

13
 14 **Report Cards and Interim Reports**

15 Two (2) report cards are used in grades K-5; (1) for kindergarten; (1) for grades 1 – 5. Teachers should
 16 refer to the appropriate card for an explanation of the grading system for each level. Report cards are
 17 sent to parents at the end of each nine-week period. Parents must be notified within a report card period
 18 when a student is not doing acceptable work. At the midpoint of the nine weeks, parents will be notified
 19 of students’ progress; all students will receive an interim report.

20 **Kindergarten**

21 The kindergarten report card shows progress toward the state standards. The grade level standards are
 22 set by the state and indicate what a student should know and be able to do. Students are evaluated based
 23 on their progress toward meeting benchmarks for each standard. This is indicated by mastery (M) or
 24 non-mastery (X) for each skill. Additionally, the letter grades of “E”, “G”, “S”, “N” or “U” will be used
 25 to express basic grading for art, music, and physical education (P.E.).

26

27

28

1 Grades 1-5**2** Conduct Grades

3 In all schools, students' conduct is graded as "E", "G", "S", "N" or "U" and is to be reported at each
4 grading period on the report card.

5 Academic Grades

6 The basic grading system for knowledge/subject area is expressed by the letters "A", "B", "C", "D", and
7 "F" according to the numerical values listed under the Grading Scale. First (1st) and second (2nd) grade
8 science and social studies will be expressed by the letter grades "S" or "N".

9 Grading Scale

10 A.....93-100

11 B.....85-92

12 C.....75-84

13 D.....70-74

14 F.....Below 70

15 Plus and minus evaluations are not to be added to letter grades.

16 The numerical values listed are for teacher use only.

17 Semester Grades

18 Semester grades for grades 1-5 are determined by an average of grades for each of the two nine-week
19 terms. Semester exams are not given in grades 1 – 5.

20 Final Grades

21 Final grades are determined by averaging the two semester grade.

22 Grading Restrictions

23 A student's academic grade is solely intended to reflect the student's acquired knowledge, ability, and/or
24 skills in the designated subject. Therefore, academic credit/points may not be awarded or deducted for
25 any purpose that is not directly related to the student's academic performance. For example, academic
26 credit/points may not be awarded as an incentive to participate or achieve a certain goal in a school
27 fundraising event.

28

1 State Standardized Assessments

2 For students in grades 3-5, scores on state standardized assessments shall comprise a percentage of the
3 students' final grade for the spring (second) semester. (TCA 49-1-617)

4
5 GRADES SIX - TWELVE GRADING

6 **GRADING SYSTEM FOR GRADES 6 – 12**

7 Collierville Schools Board of Education policy in accordance with the Tennessee Uniform Grading
8 System establishes the grading system for grades 6-12.

9
10 Report cards are sent to parents at the end of each nine-week period. Parents must be notified within a
11 report card period when a student is not doing acceptable work.

12 In all schools, students' conduct is graded as "E", "G", "S", "N" or "U" and is to be reported at each
13 grading period on the report card.

14 Grades will be reported on report cards and transcript records using numerical values as indicated
15 below:

16 Grading Scale

17 A.....93-100

18 B.....85-92

19 C.....75-84

20 D.....70-74

21 F.....Below 70

22 Grades given at the end of each nine-week period will be determined by the average of daily work, oral
23 and written assignments, and tests. A minimum of twelve grades for the nine-week period should be
24 recorded for each subject. Fifty percent of the twelve grades should be earned and recorded by the interim
25 of the nine-week term. This gives the teachers the basis for the grades at the end of the grading period.

26
27 Grades for homework assignments should be given with care, since the student himself may not always
28 complete homework. Homework assignments are of value in affording students needed practice, and
29 such assignments should be made within practicable limits.

30
31 A student's academic grade is solely intended to reflect the student's acquired knowledge, ability, and/or
32 skills in the designated subject. Therefore, academic credit/points may not be awarded or deducted for
33 any purpose that is not directly related to the student's academic performance. For example, academic
34 credit/points may not be awarded as an incentive to participate or achieve a certain goal in a school
35 fundraising event. Academic credit/points may not be deducted for failure to purchase certain brands or
36 types of school supplies.

37

1 Semester exams are not given in grades 6-8 with the exception of high school level courses. Students
2 who successfully complete a high school course will earn high school credit. Semester grades earned in
3 high school courses mentioned above will be recorded on the high school transcript. The grades earned
4 **will be included in the high school GPA. Requirements change for students entering 8th grade during**
5 **the 2015-2016 school year and beyond. Student's receiving a "B" or better in the course will**
6 **receive elective credit toward high school graduation but this grade will not factor into the**
7 **student's GPA or class rank.**

8 9 State Standardized Assessments

10 For students in grades 6-12, scores on state standardized assessments shall comprise a percentage of the
11 students' final grade for the spring (second) semester. (TCA 49-1-617)

12 Students who meet only the minimum requirements should be given minimum passing grades. No
13 student should fail for the semester or year if the only failing grade is that of the semester examination.

14
15 Credits will be awarded in .5 increments upon successful completion of a semester.

16
17 For courses, which have no Tennessee State mandated EOC exam required during a given semester,
18 semester grades are determined by counting the two quarter grades as 80% and the semester examination,
19 or a comparable evaluation, as 20%.

20
21 For courses, which have, a Tennessee State mandated EOC exam required during second semester the
22 semester grades are determined as follows:

- 23 • First semester grades are determined by counting the two quarter grades as 80%, the semester
24 examination, or comparable evaluation, as 20 %,
- 25 • A course with an EOC exam, will not have a school final exam given. Second semester grades
26 are determined by counting the two quarter grades as 75% and the EOC exam as 25%.

27
28 For Dual Enrollment and Advanced Placement courses, the semester grades are determined as follows:

- 29 • Dual Enrollment: The dual enrollment courses will follow the university's grading system for
30 that specific course.
- 31 • Advanced Placement: Each semester, the grades will be determined by counting 50% for each
32 quarter.

33
34 In all Advanced Placement courses at the secondary level five (5) points shall be added to each quarter
35 numerical grade and each semester exam grade. The two 9 week grades and the semester exam grade,
36 with the points included, will be used to calculate the semester average.

37
38 In all grades for Honors courses at the secondary level three (3) points shall be added to each quarter
39 numerical grade, and each semester exam grade. The two 9 week grades, the semester exam grade, with
40 the added Honors course points included, will be used to calculate the semester average.

41
42 A student having a 90 or higher average for the two terms in a specific course, and having three (3) or
43 fewer excused absences in that same course will be exempted from the semester exam if the student
44 desires. When a student is exempted from the examination, the semester average will be the average of

1 the two term grades and any state-mandated exam as outlined above. ANY UNEXCUSED ABSENCE
2 IN THE COURSE WILL DISQUALIFY THE STUDENT FROM ALL EXEMPTIONS.
3 EXEMPTIONS APPLY ONLY TO TEACHER-MADE SEMESTER EXAMINATIONS. Twelfth
4 grade students are eligible for exam exemption during both semesters. All other students in high school
5 courses who meet the above requirements may be exempted for only the second semester exam.

6 **GRADES NINE - TWELVE GRADING SCALE AND LOTTERY SCHOLARSHIPS** ⁴

7 Schools teaching grades nine through twelve shall use the uniform grading system established by the
8 State Board of Education. Using the uniform grading system, students' grades shall be reported for the
9 purposes of application for post-secondary financial assistance administered by the Tennessee Student
10 Assistance Corporation.¹

11 Each school counselor shall provide incoming freshman with information on college core courses
12 required for lottery scholarships as well as necessary criteria (grade point average, ACT, and SAT score,
13 etc.) that must be met in order to receive a scholarship.

14 Seniors may apply for the Tennessee HOPE Scholarship by completing the Free Application for Federal
15 Student Aid (FAFSA). The FAFSA is available at the guidance office or on-line at www.fafsa.ed.gov.
16 The priority date for FAFSA completion is May 1.

17 Elementary school counselors should explain the HOPE Scholarship and its requirements to their
18 students and impress upon them the benefits of making good grades.

19 **LOTTERY SCHOLARSHIP DAY**

20 Each school year, prior to scheduling courses for the following school year, schools teaching students in
21 grades 8-11 shall conduct a lottery scholarship day for students and their parents.⁵

Legal References

1. TRR/MS 0520-1-3-.05(3)
2. TCA 49-1-302(e)(2)(g)
3. TCA 49-2-203(b)(7)
4. TCA 49-4-904-907
5. TCA 49-4-932(f)