

**RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128**

**July 25, 2019
5:00 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOMENT OF SILENCE**
- 4. APPROVAL OF AGENDA**

Recommend Approval---motion to approve the agenda as presented.

5. APPROVAL OF CONSENT AGENDA (TAB 1)

- A. Minutes: June 20, 2019 Board Meeting
July 1, 2019 Special Called Budget Meeting**
- B. Community Use of Facilities**
- C. Transportation: Bus #6 Voluntary Contract Termination (Gerry Nobles)
Bus #23 Voluntary Contract Termination (Clyde McCord)
Bus #24 Voluntary Contract Termination (Faye Percy)
Bus #52 Voluntary Contract Termination (Marsha Broyles)
Bus #161 Voluntary Contract Termination (Roy Dye, Jr.)
Bus #180 Voluntary Contract Termination (Ann Shelby)**
- D. Routine Bids**
 - Bid #3417 – Costa Rica Science Trip (Central Magnet School)**
 - Bid #3418 – Germany Trip (Central Magnet School)**
 - Bid #3420 – Non-Food (Paper)**
 - Bid #3424 – New Intercom and Clock System (Blackman High School)**
 - Bid #3426 – Laminating Film**
 - Bid #3427 – P. E. Uniforms**
 - Bid #3428 – Copy and Color Paper**

Request to switch mobile phone service provider:

The Purchasing Department would like to switch all Rutherford County issued phones to Verizon Wireless Service. We will be utilizing the TN State Contract #26429 and #32050 along with NASPO Contract #1907. This will be an overall cost savings from the current service provider and better service coverage. There will not be any penalty or fees for switching providers.

E. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Robert Bell	NTE \$500.00	Blackman High	School Funds-Boys Basketball	Individual Camp Counselor
Debra Burton	NTE \$2,500.00	Blackman High	BHS Band Boosters	Drill Writer
Thomas Chestnut	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Instruction
David England	NTE \$6,000.00	Blackman High	BHS Band Boosters	Percussion Instruction + Band Camp
Benjamin Holl	NTE \$1,500.00	Blackman High	School Funds-Boys Basketball	Individual Camp Counselor
John Mears	NTE \$3,000.00	Blackman High	BHS Band Boosters	Music Arranging + Band Camp
Barry Wortman	NTE \$4,775.00	Blackman High	School Funds-Boys Basketball	Individual Camp Counselor
Steve Carter (6)	NTE \$2,500.00	LaVergne High	School Funds-Variou	Bus Driver
Brenda Morris (6)	NTE \$2,500.00	LaVergne High	School Funds-Variou	Bus Driver
Jeremy Stansbury (6)	NTE \$2,500.00	LaVergne High	School Funds-Variou	Bus Driver
Kim Walker (6)	NTE \$2,500.00	LaVergne High	School Funds-Variou	Bus Driver
Chris Biggs	NTE \$592.67	Riverdale High	School Funds-Baseball	Baseball Camp Coach
Kerrick Cron	NTE \$592.67	Riverdale High	School Funds-Baseball	Baseball Camp Coach
Stephanie Curfman	NTE \$2,500.00	Riverdale High	School Funds-Cross Country	Assistant Cross Country Coach
Shiloh Edging (5)	NTE \$169.33	Riverdale High	School Funds-Baseball	Baseball Camp Coach

Amanda Jones (4)	NTE \$500.00	Riverdale High	School Funds Band + Band Boosters	Band + Guard Camp Instr., Flag Design + Creation, Choreography Total is \$9,000
Barry Messer	NTE \$835.66	Riverdale High	School Funds- Baseball	Baseball Camp Coach
Marlene Pannell	NTE \$5,000.00	Rock Springs Middle	Victory Church	Building Supervisor for Victory Church 2019/2020 school year
Alana Pierce	NTE \$5,000.00	Rock Springs Middle	Various outside groups	Building Supervisor for 2019/2020 school year
Donald Fann (6)	NTE \$5,000.00	Stewarts Creek High	School Funds- Theater	Building/Designing Sets + Lights/Teaching Camp/Bus Driver
Brittany Jerrell	NTE \$5,000.00	Stewarts Creek High	School Funds Band + Music Boosters	Band Camp (Summer + Winter)
Brian Russell (6)	NTE \$3,500.00	Stewarts Creek High	School Funds - Choir + Theater	Theater + Choir Clinician/Bus Driving
Tyler Bouttavong	NTE \$1,500.00	Blackman High	BHS Band Boosters	Band Camp Instruction + Lessons
Robert Chandler (5)	NTE \$300.00	Blackman High	BHS Band Boosters	Band Camp Instruction
Julie Davila	NTE \$1,000.00	Blackman High	BHS Band Boosters	Percussion Instruction
William Elliott	NTE \$4,000.00	Blackman High	BHS Band Boosters	Jazz Instruction + Lessons
Michael George	NTE \$8,000.00	Blackman High	BHS Band Boosters	Band Camp + Lessons
Brandon Holiday	NTE \$2,200.00	Blackman High	School Funds- Football	Assistant Football Coach
Greg Lawson	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Instruction
Tonya Lawson	NTE \$1,000.00	Blackman High	BHS Band Boosters	Lessons
Rebecca Murphy	NTE \$2,000.00	Blackman High	BHS Band Boosters	Band Camp Instruction + Lessons
Darla Perlozzi	NTE \$3,500.00	Blackman High	BHS Band Boosters	Rock Band Instruction
Kelsey Rogers	NTE \$4,000.00	Blackman High	BHS Band Boosters	Color Guard Instruction
Wilson Sharpe	NTE \$2,000.00	Blackman High	BHS Band Boosters	Band Camp Instruction + Lessons

James Simmons	NTE \$500.00	Blackman High	BHS Band Boosters	Jazz Instruction
Holly Smith	NTE \$1,000.00	Blackman High	BHS Band Boosters	Band Camp Instruction + Lessons
Grace Veale	NTE \$4,000.00	Blackman High	BHS Band Boosters	Color Guard Instruction
Rosa Palacios	NTE \$3,000.00	Eagleville	School Funds - Band	Choreography-Color Guard + Winter Guard-Band
Jared Quillosa	NTE \$1,200.00	LaVergne High	School Funds-Band	Working with Marching Band
Tiffany Sweeley	\$25/lesson	Oakland High	School Funds-Choir	Voice Instruction
Victor Cabrera	NTE \$1,500.00	Riverdale High	Riverdale Band Boosters	Individual Instruction
Skyler Cannon	NTE \$1,500.00	Riverdale High	Riverdale Band Boosters	Assisting and instructing students in marching technique + music
Michael Prevost	NTE \$800.00	Riverdale High	School Funds-Boys Basketball	Assistant Boys Basketball Coach
Jacob Thomas	NTE \$1,500.00	Riverdale High	Riverdale Band Boosters	Individual Instruction
John Wilson	NTE \$1,500.00	Riverdale High	Riverdale Band Boosters	Individual Instruction
Michael George	\$20/lesson	Rockvale High	School Funds-Band	Private Lessons
Tim Hale	\$20/lesson	Rockvale High	School Funds-Band	Private Percussion Lessons
Gene Hayes	NTE \$700.00	Rockvale High	School Funds-Band	Band Camp Staff
Matthew Jefferson	NTE \$10,000.00	Rockvale High	School Funds-Band	Private Lessons
Robin Kinney	NTE \$500.00	Rockvale High	School Funds-Band	Band Camp Staff
Juliet Lang	NTE \$500.00	Rockvale High	School Funds-Band	Band Camp Staff
Tonya Lawson	NTE \$10,000.00	Rockvale High	School Funds-Band	Private Clarinet Lessons
Omar Moyao	NTE \$500.00	Rockvale High	School Funds-Band	Band Camp Staff
Rebecca Murphy	\$25/lesson	Rockvale High	School Funds-Band	Private Flute Lessons
Wilson Sharpe	\$20/lesson	Rockvale High	School Funds-Band	Private Lessons

Daryl Deason	NTE \$6,000.00	Siegel High	School Funds- Choir/Spring Musical/Variety Show	Stage Direction
Preston Bailey	NTE \$15,000.00	Stewarts Creek High	School Funds- Band + Music Boosters	Private Lessons + Sectional Coaching
Jessica Dunnavant	NTE \$20,000.00	Stewarts Creek High	School Funds- Band + Music Boosters	Private Lessons + Sectional Coaching
Tara Johnson	NTE \$15,000.00	Stewarts Creek High	School Funds- Band + Music Boosters	Private Lessons + Sectional Coaching
Stephanie Jones	NTE \$18,000.00	Stewarts Creek High	School Funds- Choir	Voice Teacher
Allison Meek	NTE 1,999.00	Stewarts Creek High	School Funds- Band + Music Boosters	Color Guard Technician
John Meler	NTE \$18,000.00	Stewarts Creek High	School Funds- Choir	Voice Teacher
Joshua Nelson	NTE \$20,000.00	Stewarts Creek High	School Funds- Band +Music Boosters	Percussion Director
Maegan Nelson	NTE \$15,000.00	Stewarts Creek High	School Funds- Band +Music Boosters	Front Ensemble Percussion Instruction- Band Camp
Jovan Quall	NTE \$15,000.00	Stewarts Creek High	School Funds- Band +Music Boosters	Private Lessons + Sectional Coaching
Phillip Smith	NTE \$15,000.00	Stewarts Creek High	School Funds- Band +Music Boosters	Private Lessons + Sectional Coaching
Garden Webb	NTE \$15,000.00	Stewarts Creek High	School Funds- Band +Music Boosters	Private Lessons + Sectional Coaching
Jennifer Zimmerer	NTE \$15,000.00	Stewarts Creek High	School Funds- Band +Music Boosters	Private Lessons + Sectional Coaching
Barbara Kemper (2)	Hourly	Blackman Elementary	Living Water Church	Additional Custodial work for the 2019/2020 school year

1. Unless listed as an hourly rate
2. Approved previously for an amount \$500 or greater
3. Not less than regular hourly rate – or overtime rate if working over 40 hours during the week
4. Anticipate amounts over \$500 this school year
5. Amend prior approval
6. Less than \$500 but part of event total
7. Pending approval by Transportation Dept.

F. Non-Faculty Volunteer Coaches:

According to Tennessee Secondary School Athletic Association (TSSAA) guidelines, Board of Education approval is required to allow non-faculty volunteer coaches to participate in the school athletic programs.

The following non-faculty volunteer coaches are for the 2019-2020 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Preston Bailey	Stewarts Creek High School	Band
Skyler Cannon	Riverdale High School	Band
Darryl Deason	Siegel High School	Choir
Jessica Dunnavant	Stewarts Creek High School	Band
Michael George	Rockvale High School	Band
Tim Hale	Rockvale High School	Band
Matthew Jefferson	Rockvale High School	Band
Tara Johnson	Stewarts Creek High School	Band
Stephanie Jones	Stewarts Creek High School	Choir
Tonya Lawson	Rockvale High School	Band
Derek Meler	Stewarts Creek High School	Choir
Rebecca Murphy	Rockvale High School	Band
Rosa Palacios	Eagleville	Band
Jovan Quallo	Stewarts Creek High School	Band
Jared Quilloso	LaVergne High School	Band
Phillip Smith	Stewarts Creek High School	Band
Tiffany Sweeley	Oakland High School	Choir
Jacob Thomas	Riverdale High School	Band
Garen Webb	Stewarts Creek High School	Band
John Cameron Wilson	Riverdale High School	Band
Jennifer Zimmerer	Stewarts Creek High School	Band
Wilson Sharpe	Rocky Fork Middle School	Band
Tyler Bouttavong	Blackman High School	Band
Robert Chandler	Blackman High School	Band
Julie Davila	Blackman High School	Band
William Elliott	Blackman High School	Band
Michael George	Blackman High School	Band
Greg Lawson	Blackman High School	Band
Tonya Lawson	Blackman High School	Band
Rebecca Murphy	Blackman High School	Band
Darla Perlozzi	Blackman High School	Band
Kelsey Rogers	Blackman High School	Band
Wilson Sharpe	Blackman High School	Band
James Simmons	Blackman High School	Band
Holly Smith	Blackman High School	Band
Grace Veale	Blackman High School	Band
Jonathon Conley	Stewarts Creek High School	Cross Country
Austin Brennstuhl	Eagleville	Football

Nicholas Hickey	Stewarts Creek Middle School	Tennis
David Ashburn	Christiana Middle School	Baseball
(Boyd), Kylee Rutherford	Rock Springs Middle School	Cheerleading
Marcus Summers	Rockvale Middle School	Softball
David Crouch	Christiana Middle School	Bowling
Jervell Ford	Christiana Middle School	Football
Kevin Phillips	Christiana Middle School	Football
David Harding	Rockvale Middle School	Baseball
Timmie Clardy	Christiana Middle School	Football
Harrison Ford	Stewarts Creek High School	Swimming
Brandon Holiday	Blackman High School	Football
David Harding	Rockvale Middle School	Baseball
Thomas Holt	Blackman High School	Soccer
Joseph Austin Moore	Siegel Middle School	Basketball/Boys
Janie Hopper	Siegel Middle School	Soccer/Boys
Autumn Gates	Siegel Middle School	Dance
Arnold Gaskins	Oakland Middle School	Archery
Bart Cox	Oakland Middle School	Archery
Ralph Carlton	Oakland Middle School	Archery
Billy Smith	Oakland Middle School	Archery
Amanda Hunt	Rockvale High School	Swimming
Hayli Meeks	Siegel High School	Soccer/Girls
Brianna Meek	Oakland High School	Dance
Jeff Paseka	Riverdale High School	Archery
Christopher Truelove	Whitworth Buchanan Middle	Cross Country
Joey Vann	Blackman Middle School	Baseball

Recommend Approval---motion to approve the consent agenda items as presented.

6. VISITORS

7. RECOGNITIONS

- Vanessa Ritter on being named new Smyrna Elementary School Principal
- Kim Williams, Accounting Manager of Rutherford County Schools Budget and Finance Office, on obtaining the Association of Government Accountants Certified Governmental Financial Manager Credential.
- Jamie Hubbard, PreK-Kindergarten Specialist

8. BOY SCOUTS AND GIRL SCOUTS FOLLOW-UP

9. TRANSPORTATION

2019-2020 Priority List for Bus Contracts

1st Priority List

Kathy Lucius	Barbara M. Donnell
Jon Marc Brandon	Jamie Shaw
Steve Rickets	
Dale Campbell	
Lori Thomas	
Clint Jernigan	

2nd Priority List

Pam Goode	Brian Fisher	Stephanie Stoner
James Campbell	Dana Hobbs	Timothy Graham
Teresa Cropper	James Stem	Debra Swader
Ann Carroll	Christina Justice	Brenda Blansett
Tracy Bynum	Brian Neal	Ronnie Hobbs
Melody Fisher	Kathy Layne	Roy Gossett
Jayce Sanders	Kevin Earp	Wayne Barrett
Tara Hiers	Sue Estes	David Barrett
Sally Brown	Jackie Young	Roy Dye, Sr.
Kim Earp	Cynthia Gossett	Holly Lane
Krista Dickson	Greg Estes	Lisa Adams
Margaret Williams	Michael McMurry	Joanna White
Angela Sanders	Cynthia Young	Brenda Sanders
Tyler Black	Kristie Sneed	Bill Estes
Terri McMurry	Roy Dye, Jr.	Kelly Hobbs
Michael Webb	Dan Ayers	Bobby Goode
John Thomas	Brandon Lane	Theresa Godbee
Jason Baltimore	Teresa Graham	Robbie Clements

Pursuant to Policy 3.405 Bus contract award procedures, the new contractor listed For the 2019-2020 school year are presented. These two lists (first priority – regular bus drivers who have driven for two full school years, and second priority - those who currently own one or more contracts) are for approval in order to facilitate the awarding of new bus contracts on a timely basis for the beginning of the new school year and thereafter as contracts are turned into the Transportation Department through the year.

Recommend Approval---motion to approve the two priority lists for bus contracts, effective for school year 2019-2020 as presented.

10. CURRICULUM AND INSTRUCTION

The Curriculum and Instruction Department would like to allocate approximately \$200,000 of Title II funds to support Curriculum Leads at each school. The purpose of the Curriculum Leads would be to develop the instructional capacity of teachers within our district to support the PLC process.

The allocations are:

- **Each participant receives a \$500.00 stipend for attendance and participation in monthly Professional Development sessions led by the Curriculum and Instruction Department (10 total).**
- **Schools allocated number of participants is based on school structure (elementary school, middle school and high school, etc.) to support TNReady tested areas.**

Recommended Approval---motion to approve allocating approximately \$200,000 of Title II funds to support Curriculum Leads at each school to develop the instructional capacity of teachers to support the PLC process. Each participant receives a \$500.00 stipend for attendance and participation in monthly Professional Developments sessions by Curriculum and Instruction (10 total). Schools allocated number of participants is based on school structure (elementary-145; middle-80; high school-105; etc.) to support TNReady tested areas.

11. iAUTOMATION SOFTWARE FOR ESL

Recommended Approval---motion to approve Curriculum and Instruction's request to purchase iAutomation Software for ESL teachers for the use of Individual Learning Plans at a cost of \$38,000. This is required for updating live forms in DocuPhase to comply with ESL regulation.

12. FACILITIES USE APPROVED FOR EXEMPTION

Pursuant to Board Policy 3.206 public education schools and institutions, post-secondary education institutions, private universities and colleges, governmental entities or agencies that provide benefits to the Rutherford County School System or have an in-kind relationship approved by the Director of Schools may request the Board of Education to allow an exemption from the use of facilities fee which the Board may allow or deny based upon the details of the specific request.

NO REQUEST AT THIS TIME

Note: Facility use for 7/25/19 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00) if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise approval is terminated at the end of the policy period. All approvals are for no more than a 1-year period.

13. CONTRACT AGREEMENT BETWEEN RCBOE AND THE TENNESSEE ORTHOPAEDIC ALLIANCE (TOA) (TAB 2)

The TOA seeks to partner with the RCBOE in order to provide physicians at all home home high school football games and jamborees, all home playoff games, and away semifinal and final games. The TOA shall pay the RCBOE \$250,000 per year of the contract. In exchange, the TOA will receive preferential opportunities for advertisement, including placement in marketing materials. Display of signage at games, and two game announcements. The TOA has also agreed to other services such as providing standing physician orders for RCS athletic trainers, guaranteeing a free annual exam event, conducting training for RCS athletic trainers and creating branded shirts for all athletic trainers.

This contract runs for one year with the option to allow automatic renewal for an additional two-year period.

Recommended Approval---motion to approve the contract between RCBOE and the TOA as presented.

14. SPECIAL EDUCATION CONTRACT AGREEMENTS (TAB 3)

1. Amendment to Contractual Agreement with Special Kids, Inc.:

The contract with Special Kids, Inc. is for Special Education related and nursing services. These services will provide speech/language, occupational therapy, physical therapy, and nursing services to Rutherford County School students in Special Kids facilities. Special Kids are raising hourly rates for therapy from \$70.00 per hour to \$75.00 per hour. Daily rates for nursing services will be \$150.00 per day from \$125.00 per day. The total cost not to exceed \$25,000.00 during the 2019-2020 school year and will be paid from GP Special Education Funds.

Recommended Approval---motion to approve the Amended Contractual Agreement with Special Kids, Inc. not to exceed \$25,000.00 during the 2019-2020 school year, paid from GP Special Education Funds.

2. Contractual Agreement with Bedford County Department of Education:

This agreement with Bedford County Department of Education is for the provision of Deaf Education Services by Rutherford County Schools for 1 Bedford County student.

These services have been provided in the past. The Bedford County Department of Education will reimburse Rutherford County \$135 per day for the 2019-2020 school year.

Recommended Approval---motion to approve the Contractual Agreement with Bedford County Department of Education to provide Deaf Education Services for the 2019-2020 school year.

3. Contractual Agreement with Faulkner University:

This agreement is to allow Rutherford County Schools to serve as a clinical placement for Speech and Language Pathologist interns from Faulkner University

Recommended Approval---motion to approve the Contractual Agreement with Faulkner University to allow placement of Speech Language Pathologist Interns in Rutherford County Schools. This contract will be effective for the 2019-2020 school year.

4. License and Service Agreement for Insights to Behavior Software:

This agreement is for a District Site License for Behavioral Intervention Software which includes training modules for staff, behavioral tracking data collection tools, and software to assist teachers and staff in documentation required for behavioral intervention for students at the cost of \$115,000.00 using Transfer Out Funds budgeted through IDEA Part B for CCEIS (Comprehensive Coordinated Early Intervention Services.)

Recommended Approval---motion to approve the License and Service Agreement for Insights to Behavior Software District Site License to address Disproportionality of Discipline for Students with Special Needs using Transfer Out Funds budgeted through IDEA Part B for CCEIS, not to exceed \$115,000.00 for the 19-20 school year.

5. Additional Positions using Transfer Out Funds for CCEIS (Comprehensive Coordinated Early Intervention Services):

The following positions have been budgeted for using Transfer Out Funds to address disproportionality of discipline for students with disabilities. These positions are in addition to the positions previously discussed for the 19-20 GP Budget:

- 1. Additional Instructional Liaison to address discipline due to academic needs.**
- 2. Additional Behavior Educational Assistants to assist with staff with individual student behavioral needs. (2 positions)**

Recommended Approval---motion to approve positions budgeted through Transfer Out Funds (CCEIS) using IDEA Part B funds to address Disproportionality of Discipline for Students with Special Needs.

6. Comprehensive Coordinated Early Intervening Services

This amendment provides for the following positions that will be budgeted by using transfer out funds to address disproportionality of discipline for students with disabilities. These positions are in addition to the positions previously discussed in the Fiscal Year 19-20 school year.

Recommended Approval---motion to approve positions budgeted through transfer out funds (CCEIS) using IDEA Part B funds totaling \$1,236,060 to address disproportionality of Discipline for Students with Special Needs.

15. FINANCIAL MATTERS (TAB 4)

1. Fund 141 – General Purpose School 2019/20 Budget Amendments

- In-House Attendance Software Training**

The training for our new software system is being handled in-house and funds are needed for the July 2019 training sessions. This is a continuation of the training that was performed in June. The vendor offered to do the training at \$1,500 per day and limited the class size to 15-20 people per session.

Recommended Approval---motion to approve the transfer of \$4,948 of budgeted funds to cover the costs of in-house training sessions for the new attendance software.

2. AGREEMENT FOR LEGAL SERVICES

Jeff Reed and his firm have served as attorney to the Board of Education for over 25 years. In order to provide an updated agreement for accounting, attached is a Restated Agreement for Legal Services with Jeff Reed and his firm. The agreement provides for a one-year term which renews, but allows any party to terminate upon 30 days' notice.

Recommended Approval---motion to approve the Restated Agreement for Legal Services with Jeff Reed and his firm.

16. FACILITIES (TAB 5)

Rockvale Middle School:

Principal Fred Barlow is requesting to install two vinyl awnings over doorways, like other schools in the district, at no cost to the School Board. Engineering and Construction has reviewed this request and finds it acceptable.

Recommend Approval---motion to approve the Rockvale Middle request to install two awnings at no cost to the School Board as presented.

AT&T Request:

Kevin Youngblood with MasTec Network Solutions, representing AT&T is requesting to install a 32' Small Cell Pole. The request is at no cost to the Board and would pay a rental fee of \$150.00 per month. Location drawings, design drawings and photographs are included in the packet. Should the Board be interested in the proposal, Engineering would request Staff Attorney to review contract, request the use of breakaway bolts for the base, request the addition of the light arm noted, and request that the power be paid by AT&T. This is the first request of a system like this.

Rocky Fork Elementary:

A Temporary Certificate of Occupancy has been issued and staff is in the Process of moving in and setting up the School. Final cleaning for the August 8th Open House will be taking place next week.

Rockvale High School:

A Temporary Certificate of Occupancy has been issued and staff is in the process of moving in and setting up the School. Final cleaning for The August 8th Open House will be taking place next week.

Rock Springs Annex:

Boger Construction has mobilized the site and the grading for the building pad is under way. Foundation excavation and sanitary sewer rough in will begin this week.

17. **INSURANCE UPDATE**
18. **DIRECTOR'S UPDATE**
19. **TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**
20. **FEDERAL RELATIONS NETWORK (FRN) UPDATE**
21. **GENERAL DISCUSSION**
22. **ADJOURNMENT**

**RUTHERFORD COUNTY SCHOOL SYSTEM
Board of Education Meeting
2240 Southpark Drive
Murfreesboro, TN 37128**

Minutes of June 20, 2019

Board Members Present

Jim Estes, Board Chairman

Coy Young, Vice-Chairman

Terry Hodge

Tiffany Johnson

Jeff Jordan

Lisa Moore

Tammy Sharp

Bill C. Spurlock, Director of Schools

1. CALL TO ORDER

The Board Chairman called the meeting to order at 5:00 P.M. Mr. Hodge led the Pledge of Allegiance.

2. MOMENT OF SILENCE

The Chairman called for a moment of silence.

3. APPROVAL OF AGENDA

Motion made by Mr. Young, seconded by Mr. Hodge, to approve the agenda as presented.

Vote: All Yes

4. APPROVAL OF CONSENT AGENDA

**A. Minutes: June 6, 2019 Board Meeting
June 11, 2019 Special Called Zone Exemption Meeting**

B. Community Use of Facilities

**C. Transportation: Bus #261 requesting voluntary termination of contract
Bus #171 requesting voluntary termination of contract
Bus #108 requesting voluntary termination of contract
Bus #118 requesting voluntary termination of contract**

Recommended Approval---motion to approve the voluntary termination of the Bus Contracts for Teresa Graham, Bus #261, Sandra Davis, Bus #171, Ron Campbell, Bus #108 and James Mitchell, Bus #118 as presented.

Pursuant to Section 8 part (b) of the Rutherford County Board of Education Bus Contract, the transportation dept. has received a letter dated 5/30/2019 from Landon Lee, son of contractor Cecil Lee of buses #30, #96, #97, #100 requesting transfer of his contracts with the Board. The Transportation Dept. is prepared to award these contracts to Landon Lee as requested.

Recommended Approval---motion to approve transfer of the Bus Contracts #30, #96, #97, #100 from Cecil Lee to Landon Lee effective immediately.

D. Routine Bids

**Bid #3420-Non-Food (Paper Products)
 Bid #3421-Sodding, Sprigging, and Seeding
 Bid #3422-Security Camera DVR
 Bid #3423-Lexmark Printers**

E. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Angulo Phimphivong (1)	NTE \$300.00	Blackman High School	School Funds-Track	Assistant Track Coach
Antonio Sheffield	NTE \$700.00	Blackman High School	School Funds-Track	Assistant Track Coach
Bethany Collett	NTE \$700.00	Blackman Middle School	School Funds- Volleyball	Assistant Volleyball Coach
Richie Conner (6)	NTE \$2,000.00	Blackman Middle School	School Funds- Various accounts	Bus Driver
Jessica Jackson (6)	NTE \$2,000.00	Blackman Middle School	School Funds- Various accounts	Bus Driver
John Pierce	NTE \$5,000.00	Blackman Middle School	School Funds- Football, Baseball, Softball, Soccer + Gen Ath.	Mowing, weed eating, fertilizing, trash pick-up + other field maintenance

Travis Rutland	NTE \$5,000.00	Blackman Middle School	School Funds-Football, Baseball, Softball, Soccer + Gen Ath.	Mowing, weed eating, fertilizing, trash pick-up + other field maintenance
Antonio Sheffield (6)	NTE \$2,000.00	Blackman Middle School	School Funds-Variou accounts	Bus Driver
Dustin Stem	NTE \$5,000.00	Blackman Middle School	School Funds-Football, Baseball, Softball, Soccer + Gen Ath.	Mowing, weed eating, fertilizing, trash pick-up + other field maintenance
Sedonia Thompson	NTE \$1,500.00	Blackman Middle School	School Funds-Girls Basketball	Assistant Girls Basketball Coach
Michael Stevenson	NTE \$2,500.00	Christiana Middle School	School Funds-General Athletics + Football	Football Field Maintenance for the 2019-2020 School year
Tabbetha Martin	NTE \$1,500.00	Oakland High School	Oakland Softball Boosters	Assistant Softball Coach
Kevin Wright (1)	NTE \$210.00	Oakland High School	School Funds-Softball + Football	Bus Driver
Sam Gordon (1)	NTE \$340.00	Oakland Middle School	School Funds-Basketball	Site Director for Elite Basketball
Francis Spintzyk	NTE \$1,600.00	Oakland Middle School	School Funds-Use of Facilities-Variou	Site Director
Christy Bingham	NTE \$1,500.00	Riverdale High School	Riverdale Softball Boosters	Softball Camp

Kerrick Cron	NTE \$2,000.00	Riverdale High School	Riverdale Baseball Boosters	Assistant Baseball Coach
David England	NTE \$550.00	Riverdale High School	Riverdale Band Boosters	Judge for TN Marching State Championship
Perry Lyons	NTE \$1,000.00	Riverdale High School	Riverdale Softball Boosters	Softball Camp
Lindsay Mears	NTE \$550.00	Riverdale High School	Riverdale Band Boosters	Judge for TN Marching State Championship
Craig Reavis	NTE \$2,500.00	Siegel High School	School Funds-Baseball	Open Baseball facility daily for summer workouts
Natalie Quinn	NTE \$1,350.00	Smyrna High School	Various Outside Groups	Building Supervisor for Use of Facilities
Christopher Bissinger	NTE \$2,500.00	Stewarts Creek High School	School Funds-Swimming	Assistant Swimming Coach
Donald Fann	NTE \$5,000.00	Stewarts Creek High School	School Funds-Theater	Teaching at camp, set construction, lighting design
Brian Russell	NTE \$2,500.00	Stewarts Creek High School	School Funds-Theater	Clinician-Arts Camp
Donna Seage	NTE \$3,000.00	Stewarts Creek High School	School Funds-Theater	Teaching Camp/Costuming + props for shows
Kirk Bagley	NTE \$2,200.00	Blackman High School	School Funds-Football	Assistant Football Coach
Vonce Henderson	NTE \$3,500.00	Blackman High School	School Funds-Football	Assistant Football Coach
Mike Edmondson	NTE \$2,000.00	Eagleville	School Funds-MS Girls Basketball	Summer Basketball Camp Officiating
Chad Hewitt	NTE \$1,300.00	Riverdale High School	Riverdale Softball Boosters	Softball Camp
Tonya Lawson	NTE \$300.00	Riverdale High School	Riverdale Band Boosters	Band Camp

Tonya Lawson	\$25/lesson	Riverdale High School	Riverdale Band Boosters	Woodwind Lessons
Jace May	NTE \$1,300.00	Riverdale High School	Riverdale Softball Boosters	Softball Camp
Nathaniel O'Neal	NTE \$2,000.00	Riverdale High School	Riverdale Band Boosters	Individual Instruction, Band Camp, Fall Marching Band, Percussion
Karl Wingruber	NTE \$1,000.00	Riverdale High School	Riverdale Band Boosters	Jazz Band
Karl Wingruber	\$20/lesson	Riverdale High School	Riverdale Band Boosters	Woodwind Lessons
David Wyatt	NTE \$1,500.00	Riverdale High School	Riverdale Band Boosters	Individual Instruction
Melissa Brown	NTE \$500.00	Rock Springs Middle School	School Funds-Cheerleading	Assistant Cheer Coach
Keith Dudek	NTE \$5,000.00	Rock Springs Middle School	School Funds-Band	Private Music Instruction
Victoria Fields	NTE \$6,000.00	Rock Springs Middle School	School Funds-Choir	Individual Voice Lessons
Tara Johnson	NTE \$2,500.00	Rock Springs Middle School	School Funds-Band	Private Music Instruction
Tonya Lawson	NTE \$5,000.00	Rock Springs Middle School	School Funds-Band	Private Music Instruction
Stephen Morgan	\$25/lesson	Rocky Fork Middle School	School Funds-Band	Private Lessons
Hope Gurley	NTE \$10,000.00	Siegel High School	Siegel Band Boosters	Guard Tech
Matthew Johnson	\$20/lesson	Siegel High School	Siegel Band Boosters	Private Lesson Instructor

Kasey McCormick-Melberg	\$2,500/monthly	Siegel High School	School Funds-Choir	Private Voice Instruction
Donna Shearron	\$2,800/monthly	Siegel High School	School Funds-Choir	Private Voice Instruction
Molly Waxman	\$20/lesson	Siegel High School	Siegel Band Boosters	Private Lessons-Clarinet + Bass Clarinet
Michael Embry	NTE \$4,500.00	Smyrna High School	School Funds-Band	Color Guard Instruction
Phil Wilson	NTE \$5,000.00	Smyrna High School	School Funds-Band	Percussion Instruction
Kaci Jacobellis	NTE \$3,000.00	Stewarts Creek High School	School Funds-Theater	Choreography/Teaching
Jessica Dunnavant	Up to \$25/lesson	Stewarts Creek Middle School	SCM Music Boosters	Individual + Group Lessons
David Hobbs III	Up to \$25/lesson	Stewarts Creek Middle School	SCM Music Boosters	Individual + Group Lessons
Tara Johnson	Up to \$25/lesson	Stewarts Creek Middle School	SCM Music Boosters	Individual + Group Lessons
Joshua Nelson	Up to \$25/lesson	Stewarts Creek Middle School	SCM Music Boosters	Individual + Group Lessons
Jovan Quallo	Up to \$25/lesson	Stewarts Creek Middle School	SCM Music Boosters	Individual + Group Lessons
Garen Webb	Up to \$25/lesson	Stewarts Creek Middle School	SCM Music Boosters	Individual + Group Lessons
Jennifer Zimmerer	Up to \$25/lesson	Stewarts Creek Middle School	SCM Music Boosters	Individual + Group Lessons
Elonda Bethea (2)	Hourly	Blackman Middle School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year

Andrea Gentry (2)	Hourly	Blackman Middle School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
Deborah Gilliam (2)	Hourly	Blackman Middle School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
Vernon Humes (2)	Hourly	Blackman Middle School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
Karen Irrazabal (2)	Hourly	Blackman Middle School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
Sarah Lozano (2)	Hourly	Blackman Middle School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
George Nelson (2)	Hourly	Blackman Middle School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
John Engelman (2)	Hourly	Cedar Grove Elementary	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
Randy Masters (2)	Hourly	Cedar Grove Elementary	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
Gualesca Rodriguez (2)	Hourly	Cedar Grove Elementary	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
Hazel Lewis (2)	Hourly	Central Magnet	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year

John Timbs (2)	Hourly	Central Magnet	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2018/2019 and 2019/2020 school year
John Critchfield (2)	Hourly	LaVergne High School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year

1. Unless listed as an hourly rate
2. Approved previously for an amount \$500 or greater
3. Not less than regular hourly rate – or overtime rate if working over 40 hours during the week
4. Anticipate amounts over \$500 this school year
5. Amend prior approval
6. Less than \$500 but part of event total
7. Pending approval by Transportation Dept.

F. Non-Faculty Volunteer Coaches:

According to Tennessee Secondary School Athletic Association (TSSAA) guidelines, Board of Education approval is required to allow non-faculty volunteer coaches to participate in the school athletic programs.

The following non-faculty volunteer coaches are for the 2019-2020 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Victor Cabrera	Riverdale High School	Band
Keith Dudek	Rock Springs Middle School	Band
Jessica Dunnavant	Stewarts Creek Middle School	Band
Michael Embry	Smyrna High School	Band
Victoria Fields	Rock Springs Middle School	Choir
Hope Gurley	Siegel High School	Band
David Hobbs	Stewarts Creek Middle School	Band
Kaci Jacobellis	Stewarts Creek High School	Theatre
Matthew Jefferson	Stewarts Creek Middle School	Band
Tara Johnson	Rock Springs Middle School	Band
Tara Johnson	Stewarts Creek Middle School	Band
Tonya Lawson	Riverdale High School	Band
Tonya Lawson	Rock Springs Middle School	Band
Kasey McCormick-Melberg	Siegel High School	Band
Stephen Mark Morgan	Rocky Fork Middle School	Band
Josh Nelson	Stewarts Creek Middle School	Band
Nathaniel O'Neal	Riverdale High School	Band
Jovan Quallo	Stewarts Creek Middle School	Band
Donna Shearron	Siegel High School	Band
Molly Waxman	Siegel High School	Band
Garen Webb	Stewarts Creek Middle School	Band
Phil Wilson	Smyrna High School	Band

Karl Wingruber	Riverdale High School	Band
Jennifer Zimmerer	Stewarts Creek Middle School	Band
Katharyn Castro	Rocky Fork Middle School	Volleyball
Alfred Bradley	Riverdale High School	Soccer/Girls
Sara Carmichael	Whitworth-Buchanan Middle	Archery
Newton Taylor	Stewarts Creek High School	Soccer/Girls
Deon Meadows	Smyrna High School	Football
Stephen Williams	Smyrna High School	Football
Jason Tigg	Smyrna High School	Football
Mark Williams	Smyrna High School	Football
Jennifer Fernandez	Stewarts Creek Middle School	Softball
Jay McLemore	Eagleville High School	Wrestling
Alex Robins	Eagleville High School	Football
Lucas Daugherty	Blackman High School	Soccer
Robert Kucker	Smyrna High School	Soccer/Boys
Brandon Banniza	Smyrna High School	Swimming
Pernell Whittaker	Smyrna High School	Football
Kati Fawbush	Smyrna Middle School	Basketball/Girls
Terry Anderson	Smyrna Middle School	Football
Erin Anderson	Thurman Francis	Volleyball
Rueben Fletcher	Smyrna Middle School	Football
Lenny Lozano	Thurman Francis	Baseball
Kelly Hagar	Thurman Francis	Basketball/Girls

Motion made by Mr. Jordan, seconded by Mr. Young, to approve the consent agenda items as presented.

Vote: All Yes

5. VISITORS - No visitors.

6. INTRODUCTIONS

The Director introduced the following new appointed principals.

Jennifer Clark-Principal Rocky Fork Middle School
April Sneed-Principal Whitworth-Buchanan Middle School
Larissa Westerfield-Principal Stewartsboro Elementary School

7. FOR INFORMATION ONLY

The following new job descriptions were presented to the Board for information only.

- 1. Behavior Interventionist (Federal Funded Position)**
- 2. Behavior Support Specialist (Federal Funded Position)**

3. Assistant Principal (Funding provided by ATSI Grant)
4. Human Resource Recruiter/Background Processor (12 Months, Full-time)
5. Transportation Router (12 Month, hourly classified level 4)
6. Compliance Coordinator-Transportation (12 Month, hourly classified level 4)
7. Certified Athletic Trainer

8. SPECIAL EDUCATION CONTRACTS

1. Agreements for Transporting Students to Tennessee School for the Blind (TSB):

Murfreesboro City Schools

This agreement is for the provision of transportation services for students from Murfreesboro City School System on Rutherford County buses that currently go to the Tennessee School for the Blind (TSB). This service has been provided in the past on a space available basis. The Murfreesboro City School system will reimburse Rutherford County \$49.35 per student per day for transportation to TSB.

Bedford County Board of Education

This agreement is for the provision of transportation services for students from Bedford County Board of Education on Rutherford County buses that currently go to the Tennessee School for the Blind (TSB). This service has been provided in the past on a space available basis. The Bedford County Board of Education will reimburse Rutherford County \$49.35 per student per day for transportation to TSB.

Cannon County Board of Education

This agreement is for the provision of transportation services for students from Cannon County Board of Education on Rutherford County buses that currently go to the Tennessee School for the Blind (TSB). This service has been provided in the past on a space available basis. The Cannon County Board of Education will reimburse Rutherford County \$49.35 per student per day for transportation to TSB.

Motion made by Mr. Jordan, seconded by Mrs. Johnson, to approve the agreement with Murfreesboro City Schools, Bedford County Board of Education and Cannon County Board of Education for providing transportation for students assigned to the Tennessee School for the Blind on a space available basis. Rutherford County will be Reimbursed \$49.35 per day per student for this service.

Vote: All Yes

2. Continuation of the Collaboration Agreement with Mid-Cumberland Head Start:

This collaboration agreement between Mid-Cumberland Head Start/Early Head Start and Rutherford County Board of Education stipulates that Mid-Cumberland

Head Start will provide transportation and educational services for eligible Rutherford County students requiring speech therapy. Rutherford County Board of Education will provide speech screenings annually each fall for children participating in the Head Start Program, will conduct Child Find evaluations, and will provide speech therapy for eligible students in the Head Start Program. This collaboration will continue through the 2019-2020 school year, unless terminated by either participant in writing.

Motion made by Mr. Hodge, seconded by Mr. Young, to approve the collaboration agreement with Mid-Cumberland Head Start.

Vote: All Yes

3. Contractual Agreement with the Wesley Foundation of Murfreesboro, TN:

The contract for the Lease and Rental Agreement between RCS and the Wesley Foundation is for the rental of a house located at 1607 Elrod Street, adjacent to The Wesley Foundation at MTSU. This house and the Wesley Foundation Student Center will be the central locations from which the Transition Academy program will be based. This agreement includes the use of space at the Wesley Foundation Student Center at no additional charge. The monthly rental cost of the house is \$1,350.00 per month from August 1, 2019 through July 31, 2020.

Motion made by Ms. Sharp, seconded by Mrs. Johnson, to approve the Lease and Rental Agreement of the house located at 1607 Elrod Street from August 1, 2019 through July 31, 2020 at \$1,350.00 per month. This rental, which includes use of the Wesley Foundation, will provide a continuing location at MTSU for the community-based Transition Academy for 18-22-year old with cognitive and developmental disabilities. The total cost, not to exceed \$16,200.00 for the 12-month period, will be paid from I.D.E.A. Part B Special Education funds.

Vote: All Yes

4. Contractual Agreement with Sherry Bryant for Language! Training and Support:

The Contract for training and consultant services to include up to 28 hours of in-service training for Language! Reading Program and 72 hours of classroom coaching during the 2019-2020 school year. Hourly rate of \$60 per hour and \$0.47 per mile mileage between locations not to exceed \$10,000.00 for the entire contract.

Motion made by Mr. Young, seconded by Mr. Jordan, to approve the Contractual Agreement with Sherry Bryant not to exceed \$10,000.00 during the 2019-2020 school year, will be paid from GP Special Education funds.

Vote: All Yes

5. Contractual Agreement with Special Kids, Inc.:

The Contract with Special Kids, Inc. is for Special Education related and nursing services. These services will provide speech/language, occupational therapy, physical therapy, and nursing services to Rutherford County School students in Special Kids facilities. Hourly rates for therapy are \$70.00 per hour. Daily rates for nursing services are \$125.00 per day. The total cost not to exceed \$25,000.00 during the 2019-2020 school year and will be paid from I.D.E.A. Part B Special Education funds.

Motion made by Mr. Hodge, seconded by Mrs. Johnson, to approve the Contractual Agreement with Special Kids, Inc. not to exceed \$25,000.00 during the 2019-2020 school year, will be paid from GP Special Education funds.

Vote: All Yes

6. Contractual Agreement with NHC Rehabilitation:

The contract with NHC Rehabilitation is for Special Education related services. These services will provide occupational therapy and physical therapy to Rutherford County School students in the home and school settings. Hourly rates for physical therapists are \$69.00 (Lead) \$65.00, occupational therapists are \$67.00, and physical therapy assistants are \$55.00 and occupational therapy assistants (COTA) are \$57.00. This contract reflects RFP#19-03 approved by the board on May 9, 2019. The total cost not to exceed \$250,000.00 during the 2019-2020 school year and will be paid from I.D.E.A Part B Special Education funds.

Motion made by Mr. Hodge, seconded by Mr. Young, to approve the Contractual Agreement with NHC Rehabilitation not to exceed \$250,000.00 during the 2019-2020 school year, will be paid from I.D.E.A. Part B Special Education funds.

Vote: All Yes

7. Contractual Agreement with Feltz Therapy Services, LLC.:

The contract with Feltz Therapy Services LLC is for Special Education related services. These services will provide speech and language therapy to Rutherford County School students in the home and school settings. Hourly rates for speech/language therapists are \$53.00 and \$43.00 for speech/language therapy assistants. The total cost not to exceed \$75,000.00 during the 2019-2020 school year and will be paid from I.D.E.A Part B Special Education funds.

Motion made by Ms. Sharp, seconded by Mrs. Moore, to approve the Contractual Agreement with Feltz Therapy Services LLC not to exceed \$75,000.00 during the 2019-2020 school year to be paid from I.D.E.A. Part B Special Education funds.

Vote: All Yes

8. Contractual Agreement with Genesis Learning:

The contract with Genesis Learning is for Day Treatment Services as indicated in the IEP for Rutherford County Students for grades 1-12. This contract reflects RFP#19-02 approved by the board on May 9, 2019. The rate for the 19-20 school year is as follows:

Daily Rate: \$155.00 per student per day

Rate for 1:1 Individualized support: \$19.50 (\$15.00 hourly rate plus benefits)

Transportation: \$435 per bus per day

These services are to meet the individual needs of the student as determined by the IEP team, not to exceed \$1,700,000.00 during the 2019-2020 school year to be paid from GP Special Education funds.

Motion made by Mr. Young, seconded by Mrs. Johnson, to approve the Contractual Agreement with Genesis Learning for Day Treatment Services not to exceed \$1,700,000.00 during the 2019-2020 school year to be paid from GP Special Education funds.

Vote: All Yes

8. Contractual Agreement with Sellers Behavioral Consulting, LLC.:

The contract for behavioral consulting services to include independent review of functional behavior assessments and behavior intervention plans, FBA/BIP development, student observation, IEP/support team meeting attendance, intervention modeling, staff training, creation of materials to support interventions, behavioral data collection and analysis, and phone conferencing. Fees for these services are paid at a rate of \$125 per hour.

Motion made by Mr. Jordan, seconded by Mrs. Johnson, to approve the Contractual Agreement with Sellers Behavioral Consulting, LLC at a rate of \$125 per hour. This contract will be effective for the 2019-2020 school year and will be paid from I.D.E.A Part B Special Education funds.

Vote: All Yes

9. FACILITIES USE APPROVED FOR EXEMPTION

Pursuant to Board Policy 3.206 public education schools and institutions, post-secondary education institutions, private universities and colleges, governmental entities or agencies that provide benefits to the Rutherford County School System or have an in-kind relationship approved by the Director of Schools may request the Board of Education to allow an exemption from the use of facilities fee which the Board may allow or deny based upon the details of the specific request. The following groups qualify for the exemption:

NO REQUEST AT THIS TIME

Note: Facility use for 6/20/19 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00) if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise approval is terminated at the end of the policy period. All approvals are for no more than a one-year period.

10. FINANCIAL MATTERS

1. Fund 141-General Purpose School 2018/19 Budget Amendments

A. CTE (Career and Technical Education)

This amendment moves already budgeted CTE (Career and Technical Education) funds between the two CTE functions. The primary reason behind this amendment is because May and June travel for National Competition participation had to be moved from the Perkins Federal Budget back into the GPS budget. These competitions are part of the requirements for CTE.

Motion to amend a net total of \$63,000 in already budgeted CTE (Career and Technical Education) funds between the two CTE functions, 71300 and 72230 as presented.

B. Fund 143-Centralized Cafeteria 2018/19 Budget Amendments

Liability and Property Insurance

This amendment reallocates a total of \$127,240 in already budgeted liability and property insurance premiums to the insurance line items where they are needed.

Motion to amend a total of \$127,240 in already budgeted liability and property insurance premiums to other insurance line items as presented.

C. Technology

The State Department of Ed has made a change in the account we are to use to record access points and other expenditures related to our network in the schools. This amendment moves \$842,000 in already budgeted technology expenditures from function 71100 to the technology function, 72250, and cleans up expenditures within that function.

Motion to amend a total of \$842,000 in already budgeted classroom technology expenditures and to true up other expenditures in the technology function as presented.

D. Revenue, Committed Fund Balance, and Related Expenditures

This amendment covers \$330,270 in revenues that are related to specific expenditures and reduces by \$23,235 the fire insurance proceeds from the Blackman Wrestling Building that are being held in account 34655, Committed for Education, in order to cover \$44,010 in expenditures for rebuilding that structure.

\$234,637 – eRate revenue - \$158,869 to Technology Budget and \$75,768 transferred to Fund 189 for Elementary Land

\$41,008 - revenue and the off-setting expense for the SPED Individual Education accounts.

\$3,850 – additional state revenue for the Voluntary PreK classes

\$30,000 – Safe Schools funds and the related expenditures

\$20,775 – additional insurance proceeds for the Blackman Wrestling Building.

This last revenue is being combined with \$23,235 from the funds committed for the Blackman Wrestling Building to cover the \$44,010 in expenditures in account 76100-399. The Engineering and Construction department have used this \$44,010 to move towards preparing for the replacement of this building.

Motion to amend \$330,270 in revenue related to specific expenditures and committed fund balance to address the replacement costs for the Blackman Wrestling Building, additional E-Rate and Voluntary PreK class State revenue realization, additional State revenue and off-setting expenses for the SPED Individual Education accounts and a transfer of funds to Fund 177 for future elementary land purchases.

E. Committed Fund Balance for New Schools

This amendment moves the \$5,000,000 that has been set aside in account 34655, Committed Fund Balance, to cover the first year operating costs of Rockvale High and Rocky Fork Elementary to the Unassigned fund Balance Account 39000.

Motion to decrease committed fund balance by \$5,000,000 to utilize set aside funds for start-up operating costs at the new Rockvale High and Rocky Fork Elementary schools.

F. 2018/19 Revenues

This amendment increases 2018/19 revenues by \$8,494,755 and uses \$524,497 for 2018/19 expenditures. The three largest expenditures total \$475,000 and are for custodial supplies, nurses, and trustee's commission.

Motion to amend net additional 2018/19 revenue by \$8,494,755 and to increase net expenditures by \$524,497 as presented.

G. Substitute Teachers

This clean-up budget amendment of \$61,500 moves budgeted substitute teacher expenditures between functions to address actual costs of contracted substitute teacher services in various areas (Regular instruction, Alternative School, Special education).

Motion to approve the increase of budgeted substitute teacher contractor expenditures between functions for \$61,500 as presented.

H. Transfer within Major Functions for Non-Labor Line Items

This clean-up budget amendment of \$688,252 moves budgeted funds within major functions to cover actual non-labor expenditures such as maintenance and equipment purchases that is occurring at the end of the school year to prepare for the next school year. This budget amendment transfers already budgeted non-labor line items to more accurately report actual expenditures and does not impact fund balance.

Motion to approve the transfer of budgeted funds within major functions to more accurately report actual non-labor expenditures.

I. Career and Technical Education (CTE) Textbooks

This budget amendment of \$105,000 is to cover additional textbook expenditure costs for the CTE program by moving budgeted funds from the Regular Instruction Textbook line item.

Motion to approve the transfer of budgeted funds for textbooks from the 71100 Regular Instruction major function to the 71300 CTE function to cover the additional textbook costs for this program.

Motion made by Mr. Hodge, seconded by Mr. Young, to approve all the above motions as presented.

Vote: All Yes

2. Fund 143 - Centralized Cafeteria 2018/19 Budget Amendments

This amendment reduces the budgeted \$1,396,155 deficit in this fund by \$725,000 to \$671,155. Revenues are being increased by \$910,000 and the net increase in expenditures is \$185,000. Contracted maintenance, commodity delivery charges, and higher food costs are the line items requiring most of the increase.

Motion made Mr. Young, seconded by Mr. Hodge, to amend the 2018/19 Centralized Cafeteria Fund Budget by increasing both revenues by \$910,000 and net expenditures by \$185,000 as presented.

Vote: All Yes

3. Fund 189 – Building Program 2018/19 Budget Amendment – eRate Revenue

This amendment takes the \$78,768 budgeted in the General Purpose School Transfer expenditure and adds these funds to the Building Program budget for elementary school land purchases. This part of our 2018/19 eRate revenue is related to building program expenditures.

Motion made by Mrs. Moore, seconded by Mr. Hodge, to amend the Building Program Budget, Fund 189, by adding \$78,768 in transferred eRate revenue and to increase the budget for Elementary Land Purchases by the same amount.

Vote: All Yes

4. Stipends for Attendance Training

The district is using a train-the-trainer model as we switch our student information system from INow to Skyward. The train-the-trainer model is a much more cost effective method than paying Skyward trainers to provide all staff training. Mr. Delbridge is requesting the Board approve paying a stipend of \$200 per day to 7 carefully selected attendance specialists from across the district to serve as our district trainers. We will use them for a 3-day training session both in June and July. This method also allows us the flexibility to vary the class sizes to meet district needs. Once trained, they will be able to provide training within their home schools while serving as resources for their fellow grade-band specific peers. The trainers consist of 3 high school, 1 K-12, 1 middle, and 2 elementary school attendance specialists. The cost for June and July is \$4,200 each month for a total of \$8,400. The funding is being addressed in the amendments.

Motion made by Mr. Young, seconded by Mr. Jordan, to approve paying a stipend of \$200 per day to 7 carefully selected attendance specialists from across the district to serve as our district trainers for a 3-day training session both in June and July for a total of \$8,400 plus employer benefits.

Vote: All Yes

5. Bid for Oakland High Artificial Turf

Warners Construction has been recommended as the best and lowest bidder for the project to install turf on the Oakland High School football field. The bid is \$577,722 and the alternate for Legion NXT for an additional \$29,500 is also being recommended for a total of \$607,222.

The contract shall not be executed or the project begun until Mr. Marshall has provided documentation to the Director of Schools and the Finance Director that the performance bond is in place and financing and loan package for the project has been completed.

Motion made by Mr. Hodge, seconded by Mr. Young, to award the bid for the Oakland High School football field turf to Warners Construction with the Legion NXT alternative for a total of \$607,222 at no cost to the Board.

Vote: All Yes

11. FACILITIES

Thurman Francis:

Principal Jeff McCann is requesting to purchase a 10' x 12' wooden storage building to be placed in the rear of the school. Engineering and Construction has reviewed the requested placement location and finds it acceptable. This request is at no cost to the Board.

Motion made by Ms. Sharp, seconded by Mrs. Johnson, to approve the Thurman Francis request to purchase a 10' x 12' storage building as presented.

Vote: All Yes

Rockvale High School:

Barton Malow has submitted for approval Change Order #2 for \$300,000.00. This Change Order is for revisions to the approved Highway 99 drawings by TDOT for \$150,000.00 and increase in the Bituminous Index for asphalt of \$150,000.00. Engineering and Construction agrees with this request. New Contract amount is \$63,884,500.00.

Motion made by Mrs. Johnson, seconded by Mr. Young, to approve Change Order #2 for \$300,000.00 for Rockvale High School as presented.

Vote: All Yes

12. ZONE EXEMPTION APPEALS

Sara Page, Staff Attorney, swore in all participants that will speak regarding zone exemption requests.

1. Zone Exemption request #178.

At the June 11, 2019 appeal, the Board granted the parent additional time to secure medical documentation. The documentation did not provide enough information for the Board to justify granting the zone exemption

Motion made by Mrs. Moore, seconded by Mrs. Johnson, to deny the zone exemption request #178.

ROLL CALL VOTE: Yes – Ms. Sharp, Mrs. Johnson, Mr. Young, Mrs. Moore, Mr. Jordan, Mr. Hodge, Mr. Estes

2. Zone Exemption Request #194

Motion made by Mr. Young, seconded by Mrs. Johnson, to deny Zone Exemption Request #194.

ROLL CALL VOTE: Yes – Mrs. Moore, Mr. Jordan, Mr. Young, Mrs. Johnson, Mr. Hodge, Ms. Sharp, Mr. Estes

3. Zone Exemption Request #119

Motion made by Mrs. Johnson, seconded by Mrs. Moore, to deny Zone Exemption #119.

ROLL CALL VOTE: Yes – Mr. Young, Mr. Jordan, Mrs. Johnson, Ms. Sharp, Mrs. Moore, Mr. Hodge, Mr. Estes

4. Zone Exemption Request #770

Motion made by Mrs. Moore, seconded by Mrs. Johnson, to deny Zone Exemption Request #770.

ROLL CALL VOTE: Yes – Mrs. Johnson, Mrs. Moore, Mr. Hodge, Mr. Jordan, Mr. Young, Ms. Sharp, Mr. Estes

4. Zone Exemption Request #1147

Motion made by Mrs. Moore, seconded by Mr. Hodge, to approve Zone Exemption Request #1147.

ROLL CALL VOTE: Yes – Ms. Sharp, Mrs. Johnson, Mr. Young, Mrs. Moore, Mr. Jordan, Mr. Hodge, Mr. Estes

13. INSURANCE UPDATE – No report at this time.

14. DIRECTOR’S UPDATE

Mr. Spurlock announced that Dr. Andrea Anthony has been selected as the recipient of the AASPA C.S. Robinson Award. This award recognizes those districts who demonstrate innovations and leadership in human resources based upon an annual theme. This year’s theme was “Total Rewards” – How have district introduced creative measures including culture changes, to regard and retain employees.

15. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Johnson reported that Dual Enrollment increased from two to four and adjustments to military age requirements to drive buses from 25 to 23. They are still required to qualify for drivers license.

16. FEDERAL RELATIONS NETWORK (FRN) UPDATE – No report.

There being no further business, the meeting adjourned at approximately 6:15 P.M.

Jim Estes, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

**RUTHERFORD COUNTY SCHOOL SYSTEM
Board of Education Meeting
2240 Southpark Drive
Murfreesboro, TN 37128**

**Special Called Budget Meeting
Minutes of July 1, 2019**

Board Members Present

**Jim Estes, Board Chairman
Coy Young, Vice-Chairman
Terry Hodge
Tiffany Johnson
Jeff Jordan
Lisa Moore
Tammy Sharp
Bill C. Spurlock, Director of Schools**

The Board Chairman called the Special Called Meeting to order on July 1, 2019 at 5:00 P.M.

Mr. Dane Ashbaugh addressed the Board as a visitor. Mr. Ashbaugh represented Staples and left flyers that he requested be sent to the schools.

Mr. Spurlock gave a brief overview of the changes to the budget.

General Purpose School, Fund 141, 2019-2020 Budget

The County Commission Budget Committee has changed the county contributions to TCRS for the school classified staff and county general employees to 10.16% which is 1.74% above the required contribution. This change decreases budgeted appropriations by \$202,333 to a total of \$416,262,783. The budget for the Board's consideration reflects the changes to the classified retirement rate.

Motion made by Mr. Hodge, seconded by Mr. Young, to approve the 2019-2020 General Purpose Budget, Fund 141 change in the retirement contribution to 10.16% as presented.

Vote: All Yes

There being no further business, the meeting adjourned at approximately 5:05 P.M.

Jim Estes, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

July 25, 2019

CONSENT AGENDA

Blackman High	Ethos Youth Ensembles, youth orchestra practices, 9/16/19-4/20/20 Mondays 6:15-9pm, bandroom, \$15/day
Cedar Grove Elementary	Smyrna Junior Basketball League, games & draft 2019-2020 season, 10/19/19 Draft & 11/30/19-2/29/20 Games, gym, \$3560
Cedar Grove Elementary	Smyrna Junior Basketball League, practices 2019-2020 season, 10/28/19-2/28/20, gym, \$270/wk
Central Magnet	TN State Soccer Association, US Soccer Coaching Courses, 7/13/19-7/14/19 7:30am-6pm, soccer field, \$174
Siegel High	Pastime Tournaments, baseball tournament, 7/17/19-7/21/19 8am-8:30pm, baseball field, \$125 per game projected 13 games
Siegel Middle	TN Force 14u Softball, practices, 8/1/19-7/31/20 Mon/Th 5-7:30pm depending on weather, softball field, \$18 hr
Stewartsboro Elementary	Middle Tennessee Council Boy Scouts of America, sign-up night, 8/21/19 6-7:30pm, cafeteria, \$18/hr
Stewartsboro Elementary	Solomon's Porch Christian Community, church services, 8/4/19-8/4/20 Sundays 9am-2pm, cafeteria, \$126/wk

Note: Facility use for 7/25/19 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

Transportation

Pursuant to Section 16.1 of the Rutherford County Board of Education Bus Contract, the transportation dept. has received a letter dated 7/8/2019 from Gerry Nobles, contractor of bus #6, requesting voluntary termination of his contract with the Board. The transportation dept. is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Gerry Nobles, bus #6, effective as soon as possible.

Pursuant to Section 16.1 of the Rutherford County Board of Education Bus Contract, the transportation dept. has received a letter dated 7/10/2019 from Clyde McCord, contractor of bus #23, requesting voluntary termination of his contract with the Board. The transportation dept. is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Clyde McCord, bus #23, effective as soon as possible.

Pursuant to Section 16.1 of the Rutherford County Board of Education Bus Contract, the transportation dept. has received a letter dated 7/10/2019 from Ann Shelby, contractor of bus #180, requesting voluntary termination of her contract with the Board. The transportation dept. is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Ann Shelby, bus #180, effective as soon as possible.

Pursuant to Section 16.1 of the Rutherford County Board of Education Bus Contract, the transportation dept. has received a letter dated 7/11/2019 from Roy Dye Jr, contractor of bus #161, requesting voluntary termination of his contract with the Board. The transportation dept. is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Roy Dye Jr, bus #161, effective as soon as possible.

Pursuant to Section 8 part (b) of the Rutherford County Board of Education Bus Contract, the transportation dept. has received a letter dated 7/15/2019 from Faye Percy, contractor of bus #24 requesting voluntary termination of her contract with the Board. The transportation dept. is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – Motion to approve voluntary termination of the Bus Contract from Faye Percy, bus # 24, effective as soon as possible.

Pursuant to Section 16.1 of the Rutherford County Board of Education Bus Contract, the transportation dept. has received a letter dated 7/16/2019 from Marsha Broyles, contractor of bus #52, requesting voluntary termination of her contract with the Board. The transportation dept. is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Marsha Broyles, bus #52, effective as soon as possible.

Pursuant to Policy 3.405 Bus contract award procedures, the new contractor list for the 2019-2020 school year are presented. These two lists (first priority - regular bus drivers who have driven for two full school years, and second priority - those who currently own one or more contracts) are for approval in order to facilitate the awarding of new bus contracts on a timely basis for the beginning of the new school year and thereafter as contracts are turned into the Transportation Department through the year.

Bid # 3417 - Costa Rica Science Trip (Central Magnet)
(June 4, 2020 - June 12, 2020)

Description	ACIS Educational Tours	Bob Rogers Travel	Explorica
Complete Student Package	\$ 3,116.00	\$ 2,968.00	\$ 2,530.00
Complete Adult Package	\$ 3,216.00	\$ 3,047.00	\$ 3,015.00

Mailed to 14 vendors
11 vendors did not respond

Recommend: Motion to award to Explorica for overall lowest and best bid.

To be funded through Central Magnet School.

Bid # 3418
Germany Trip
Central Magnet School
(May 31, 2021 - June 9, 2021)

Description	ACIS	Bob Rogers Travel	Explorica
Complete Student Package	\$ 4,794.00	\$ 4,699.00	\$ 4,093.00
Complete Adult Package	\$ 4,894.00	\$ 5,041.00	\$ 4,578.00

Mailed to 9 vendors
6 vendors did not respond

Recommend: Motion to award to Explorica for overall lowest and best bid.

To be funded through Central Magnet School.

Rutherford County Board of Education Bid #3420 - Non Food (Paper)

Item No.	Items and Specifications	American Paper & Twine						Palmer Wholesale					
		Unit of Measure	Estimated Usage	Size/ Count per Case	Unit Price	Case Price	Extended Price	Unit of Measure	Estimated Usage	Size/ Count per Case	Unit Price	Case Price	Extended Price
	Bags (Paper/Poly) & Canliners & Wraps												
12	CT BAG, PLASTIC ZIP(QUART)(8X10)A29	each	100	200	\$ 0.06330	\$ 12.66	\$ 1,266.00	each	100	1000	\$0.03	\$26.35	\$2,635.00
49	CUP, SOUFFLE (5Z)	each	300	2500	\$ 0.01592	\$ 39.79	\$ 11,937.00		300	2000	\$0.04	\$76.75	\$23,025.00
50	LID, SOUFFLE (5Z)	each	150	2500	\$ 0.00985	\$ 24.62	\$ 3,693.00		150	1000	\$0.03	\$34.63	\$5,194.50
54	Pan Liner, OVENABLE , Full 34" x 16" x 6"	each	225			\$ 25.00	\$ 5,625.00	each	225	100	\$0.26	\$25.50	\$5,737.50

Recommend: Motion to rescind awarded line items 12, 49, 50, and 54 and award to Palmer Wholesale as overall lowest and best bid.

To be funded through School Nutrition Department.

Bid #3424
New Intercom and Clock System
(Blackman High School)

Item #	Description	Building Systems Technology	Roberts Electric Co., Inc.	Southeastern Sound, Inc.
1	Base Bid	\$ 105,000.00	\$ 118,840.00	\$ 141,273.00
2	Alternate Bid (Blackman Middle)	\$ 16,000.00	\$ 18,200.00	\$ 18,021.00
3	Alternate Bid (Cedar Grove Elem.)	\$ 27,000.00	\$ 17,970.00	\$ 18,376.00
4	Alternate Bid (Siegel High)	\$ 17,000.00	\$ 19,995.00	\$ 22,448.00
		165,000.00	175,005.00	200,118.00

Mailed to 30 vendors

27 vendors did not respond

Recommend: Motion to award to Building Systems Technology for overall lowest and best bid as shown.

To be funded through the Capital Projects.

Bid #3426 - Laminating Film

Item #	Description	Acco Brand	Pyramid School	Scott Electric	School Specialty
1	12" x 500' x 1" (GBC 3000002)	\$ 16.39	\$ 11.98	\$ 9.83	
2	18" x 500' x 1" (GBC 3000003)	\$ 17.89	\$ 15.98	\$ 13.46	\$ 27.71
3	25" x 500' x 1" (GBC 3000004)	\$ 17.95	\$ 16.98	\$ 14.25	\$ 43.22
4	25" x 500' x 2 1/4" (GBC 3000007)	\$ 26.70	\$ 17.98	\$ 20.00	
5	27" x 500' x 1" (GBC 3126061)	\$ 26.20	\$ 18.98	\$ 15.94	\$ 41.34
6	Laminating Pouches - Letter size (9"x11"), heatsealed, 100/box	\$ 7.46	\$ 6.98	\$ 7.47	\$ 9.60
7	GBC E-Z Load Laminating 27" Film 25" x 500' (Part. #3748201EZ)	\$ 83.75	\$ 109.98	No bid	

Mailed to 18 vendors
14 vendors did not respond

Recommend: Motion to award to overall lowest and best bids as shown.

To be funded through GPS and individual schools.

Bid #3427
P.E. Uniforms

Company	Item #1 T - Shirts				Item #2 Shorts (7" inseam)				Item #3 Shorts (9" inseam)			
All Star Custom	\$ 4.25	\$ 4.25	\$ 4.43	Gildan	\$ 7.91	\$ 7.91	\$ 8.07	Russell	\$ 6.23	\$ 6.23	\$ 6.40	Augusta
Baseball Rich	\$ 6.00	\$ 9.00	\$ 9.00	Baseball Rich	\$ 10.00	\$ 14.00	\$ 14.00	Baseball Rich	\$ 9.00	\$ 13.00	\$ 13.00	Baseball Rich
BSN Sports	\$ 4.07	\$ 4.07	\$ 4.72	Gildan	\$ 5.80	\$ 5.80	\$ 6.46	C2	\$ 5.80	\$ 5.80	\$ 6.46	C2
Home Team Athletics	\$ 5.09	\$ 5.85	\$ 6.44	Gildan	\$ -	\$ -	\$ -		\$ 6.63	\$ 6.99	\$ 7.78	Champro
Riddell	\$ 4.64	\$ 4.64	\$ 4.89	Gildan	\$ 10.86	\$ 10.86	\$ 11.11	Soffee M774	\$ 6.75	\$ 6.75	\$ 7.00	Riddell
Skeeter Kell	\$ 3.50	\$ 3.50	\$ 4.00	Gildan	\$ 5.00	\$ 5.00	\$ 6.00	Dodger	\$ 6.25	\$ 6.25	\$ 7.00	Alleson H569P

Mailed to 40 vendors
34 vendors did not respond

Recommend: Motion to award to Skeeter Kell for overall lowest and best bid.

To be funded through individual schools.

Bid #3428
Copy and Color Paper

Item #	Description	American Paper & Twine
1	8 1/2" x 11" - White Multi-Purpose Paper Basic Weight 20# Brightness 92 or greater - (Economy)	\$ 30.50
2	8 1/2" x 11" White Multi-Purpose Paper Basic Weight 24#- Brightness 92 or greater - (Laser Printer)	\$ 40.90
3	8 1/2" x 11" Bright White Laser Basic Weight 24#- Brightness 96 or greater (Color Laser)	\$ 41.10
4	8 1/2" x 11" - White Domtar 3.6" Microperforated Custom Cut Sheet, Basic Weight 20# (DMR851332)	\$ 41.40
5	8 1/2" x 14" White Bond Xerographic Basic Weight 20#- Brightness 84 - (Legal Size-Copier)	\$ 42.20
6	11" x 17" White Bond Basic Weight 20#- Brightness 84	\$ 33.15
7	8 1/2" x 11" 3-Hole Punched Paper - White Multi-Purpose Basic Weight 20# Brightness 92 or greater	\$ 33.10
8	14 7/8" x 8 1/2" one part 1/8" Green Bar Basic Weight 20# (price per 1,000)	\$ 67.77
9	14 7/8" x 8 1/2" two part 1/8" Green Bar Basic Weight 20# (price per 1,000)	\$ 117.47
10	8 1/2" x 11" Standard Colored Paper Basic Weight 20#	\$ 41.00
11	8 1/2" x 14" Standard Colored Paper Basic Weight 20#	\$ 58.10
12	11" x 17" Standard Colored Paper Basic Weight 20#	\$ 75.00
13	8 1/2" x 11" Neon Colored Paper/Bright Colored (Astrobrights) - Basic Weight 20#	\$ 75.60
14	8 1/2" x 11" Premium Colors Paper Basic Weight 20#	\$ 41.00
15	8 1/2" x 11" Holiday Colors Paper Basic Weight 20#	\$ 75.60
16	8 1/2" x 11" White Card Stock Basic Weight 67#	\$ 58.16
17	8 1/2" x 11" Colored Card Stock Basic Weight 67#	\$ 67.60
18	8 1/2" x 11" Exact Opaque Cover Paper Card Stock Weight 65# Colors: canary, pink, blue, green, orchid	\$ 15.05

Mailed to 20 vendors
18 vendors did not respond

Received "No Bid" from School Specialty

Recommend: Motion to award to American Paper & Twine for overall lowest and best bid.

To be funded through GPS and Individual Schools.

PROFESSIONAL SERVICES AND EXCLUSIVE MARKETING AGREEMENT

This Professional Services and Exclusive Marketing Agreement (“**Agreement**”) is made and entered into as of _____, 2019, between the Rutherford County School System (“**RCS**”), and Tennessee Orthopaedic Alliance, P.A. (“**TOA**”).

RECITALS:

WHEREAS, in connection with the operation of its schools’ athletic departments, RCS needs a qualified physician to provide team physician services to the student-athletes of RCS at home varsity high school football games (the “**Services**”);

WHEREAS, TOA has employees with the qualifications necessary to provide the Services for RCS’s student-athletes; and

WHEREAS, TOA also has the capability to supervise and direct the Services in accordance with the needs and objectives of RCS.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. OBLIGATIONS OF TOA

At TOA’s own expense, TOA shall carry out the following duties necessary for the successful and professional provision of the Services. Such duties shall include, but not in any way be limited to, the following:

1.1 Practitioner. TOA will employ or contract with one or more physicians (MD or DO) as a full-time member of TOA’s sports medicine department (such physician hereafter referred to as “**Practitioner**”) who will provide the Services to RCS. These services shall include all home high school varsity football games and jamborees, all home football varsity playoff games, and away football state –semifinal & final games. TOA may periodically provide a licensed physician assistant employed by TOA as a substitute for Practitioner in the event of scheduling conflicts. Upon mutual agreement of the parties, the Services may, from time to time, be expanded to include additional athletic event coverage by Practitioner or other TOA physicians (Onsite or On Call) at tournaments or other athletic events where TSSAA rules require physician medical coverage, or where both parties agree that physician coverage is necessary. TOA will be responsible for assuring that Practitioner performs Services in compliance with the provisions of this Agreement. The sole source of compensation under this Agreement to TOA and Practitioner for professional services to student-athletes will be any fees collected by TOA from student-athletes or responsible third-party payors.

1.2 Qualifications. Any Practitioner providing Services under this Agreement shall be duly licensed to practice medicine in Tennessee, without restriction or subject to any disciplinary or corrective action, and shall provide the Services in compliance with applicable federal, state and local law, rules, and regulations.

1.3 Insurance. TOA and Practitioner will at all times throughout the term of this Agreement maintain professional liability insurance in an amount no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Upon request by RCS, TOA will deliver to RCS a certificate of insurance evidencing the required coverage.

1.4 TOA Shall Provide:

- (a) Standing physicians orders for RCS Athletic Trainers;
- (b) An annual, one day, Athletic pre-participation exam event;
- (c) An annual BOC approved continuing education event for RCS athletic trainers
- (d) Provision of a collared shirt bearing a TOA logo and RCS logo to all RCS athletic trainers with a design and quality subject to approval by both parties.

II. MARKETING AND EXCLUSIVITY

2.1 Marketing and Exclusivity. TOA shall be the exclusive provider of Sports Medicine services to RCS and the exclusive official provider of Sports Medicine services at RCS athletic events. TOA may provide the Services to third-parties, but RCS shall not obtain services similar to the Services from any third-party, and RCS shall not advertise or otherwise promote any third-party services that are similar to the Services. During the term of this Agreement, RCS shall not enter into any arrangement with any other health care system or provider of orthopaedics, sports medicine services, or related services such as physical therapy, chiropractic, MRI that is similar to the terms of this Agreement or otherwise in conflict with the terms of this Agreement. Without limiting the foregoing:

- (a) RCS hereby authorizes TOA to refer to TOA in marketing materials and otherwise as the “Official Sports Medicine Provider for Rutherford County Schools”, and as the “Official Sports Medicine Provider” for any individual school that is part of RCS. RCS shall install pre-approved TOA signage and/or banners provided by TOA in all RCS athletic venues where space permits.
- (b) RCS shall not permit in any RCS athletic venue any signage or advertising of any third-party Sports Medicine (see definition in 2.1) provider, and RCS shall exercise its best efforts to ensure that TOA receives exclusive marketing for sports medicine, orthopedic, or musculoskeletal health care at RCS locations, and in all RCS print materials. At TOA’s option and at no additional cost, RCS shall provide TOA with an advertisement on the back cover or in “prime” space in the fall, winter, spring sports programs, and varsity football programs of all RCS schools. RCS shall recognize TOA as the official sports medicine provider of RCS via in game announcements once per half of each game with a message less than 30 seconds in length provided by TOA.

(c) RCS shall display TOA's name and logo and a hyperlink to TOA's website, with the slogan "Official Sports Medicine Provider of "school name"" on each RCS school athletic web page.

(d) RCS shall obtain TOA's prior approval of each use of TOA's name, logo, domain name or trademarks (each of the foregoing individually and collectively, the "Brand"). All goodwill accruing from any use of the Brand shall inure to the benefit of TOA. TOA reserves all rights in the Brand. RCS shall not take, omit to take, or permit any action which may bring into disrepute the reputation of or goodwill associated with the Brand, or which may invalidate or jeopardize any registration of the Brand.

2.2 Payment. In consideration of the marketing and exclusivity rights described above, TOA shall pay to RCS a marketing fee of Two Hundred - Fifty Thousand Dollars (\$250,000.00) per year, payable in equal monthly installments which shall be due and payable by the 10th of each month.

III. TERM AND TERMINATION

3.1 Term; Termination. The term of this Agreement will commence upon acceptance by the Rutherford County Board of Education, and shall continue to July 1, 2020. Unless either party notifies the other of its intent to terminate the Agreement in writing thirty (30) days prior to July 1, 2020, the Agreement shall automatically renew for an additional two-year period from July 1, 2020 to July 1, 2022.

3.2 Termination for Breach. Either party may terminate this Agreement by written notice to the other in the event the party to whom notice is sent is in breach or default of any material term or condition of this Agreement, which breach or default is not cured within thirty (30) days following written notice of such breach or default.

IV. MISCELLANEOUS

4.1 Parties' Relationship. TOA at all times will act as an independent contractor and not as a partner or agent of RCS. TOA and Practitioner will not act or hold themselves out to third parties as a partner, employee, joint venturer, or agent of RCS in the provision of services under this Agreement. RCS will not have or exercise such control over the manner in which the medical duties of Practitioner are performed as would jeopardize the status of TOA or Practitioner as independent contractors with RCS or which would cause RCS to be treated as violating any legal prohibition against the corporate practice of medicine.

4.2 Non-discrimination. TOA will not discriminate on the basis of race, color, sex, age, religion, national origin, or disability in providing Services under this Agreement or in the selection of employees or independent contractors.

4.3 Regulatory Requirements. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law including all requirements of the Medicare and Medicaid program. The parties expressly agree that nothing contained in this Agreement shall require either party to refer patients to the other party, or to recommend or arrange for the purchase, lease or order of any items or services.

4.4 Change in Law. In the event that changes occur in government regulations or third-party reimbursement policies which adversely affect the method of operation outlined herein or revenues expected to be available from same, the parties agree to cooperate in making revisions to this Agreement in order to comply with such new policies and preserve the economic viability and legality of this Agreement. If the parties fail to agree to such revisions after thirty (30) days following notice by either party to the other party requesting renegotiations, then the party providing such notice may terminate this Agreement upon fifteen (15) days' further written notice.

4.5 Notices. Any notices permitted or required by this Agreement shall be sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, to the other party at the address set forth below or to such other person and address as either party may designate in writing:

If to TOA:

ATTN: _____

If to RCS:

ATTN: _____

4.6 Severability. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

4.7 Headings. The headings used herein are for convenience only and do not limit the contents of this Agreement.

4.8 Governing Law. The interpretation and enforcement of this Agreement will be governed by the internal laws of the State of Tennessee without regard to any conflicts of law provisions contained therein.

4.9 Assignability. Neither RCS nor TOA may assign its rights or obligations under this Agreement without the other party's written consent.

4.10 Force Majeure. Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain labor, materials or facilities. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.

4.11 Amendments. Any amendments to this Agreement will be effective only if in writing and signed by RCS and TOA.

4.12 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

4.13 Authorization for Agreement. The execution and performance of this Agreement by RCS and TOA have been duly authorized by all necessary laws, resolutions, and corporate action, and this Agreement constitutes the valid and enforceable obligations of TOA and RCS in accordance with its terms.

4.14 IN WITNESS WHEREOF, this Agreement has been executed by the parties below as of the date first written above.

TENNESSEE ORTHOPAEDIC ALLIANCE, P.A.

By: _____

Title: _____

RUTHERFORD COUNTY SCHOOL DISTRICT

By: _____

Title: _____

By: _____

Title: _____

CONTRACT BETWEEN
RUTHERFORD COUNTY SCHOOLS
AND
SPECIAL KIDS, INC.
FOR
SPEECH AND LANGUAGE, OCCUPATIONAL THERAPY, AND PHYSICAL
THERAPY SERVICES
FOR
2019-2020 SCHOOL YEAR

This contract is entered into on this 25th day of July, 2019, by and between RUTHERFORD COUNTY SCHOOLS ("RCS"), a municipal school system of the State of Tennessee and SPECIAL KIDS, INC., a not-for-profit corporation of the State of Tennessee ("Contractor").

1. Duties and Responsibilities of Contractor. Contractor agrees to provide speech and language therapy services, occupational therapy service, nursing services, and/or physical therapy service to identified students who qualify for such service as RCS students. Such duties consist of, but are not limited to, the following:
 - a. Contractor shall provide direct and/or consultative services to identified and eligible students; correspond with parents; maintain required documentation; prepare progress therapy and student progress;
 - b. Contractor shall not exceed ten (10) hours per week in providing such services without prior approval of the RCS Assigned Representative;
 - c. If special materials are required for a child to meet the child's IEP goals regarding speech and language services, Contractor shall submit a list of such materials needed to the RCS Assigned representative;
 - d. Contractor shall assist with intervention strategies to streamline student needs; and
 - e. Contractor shall provide therapy service while each respective student's school is in session. If Contractor is unable to provide services on a given day, the RCS Assigned Representative shall be notified in advance.
2. Duties and Responsibilities of RCS. RCS shall determine the children who are in need of services and provide a listing of such children to the Contractor as soon as possible after the beginning of the school year, or immediately upon eligibility determination, whichever comes first.
3. Term. This Contract shall not be effective until approved by the Director of Schools (and Board of Education, if necessary) and signed by all required parties. **The Contract will expire June 30, 2020.**
4. Payment to Contractor. RCS shall pay the contractor the rate of \$75.00 per hour for therapy services, including speech-language therapy, physical therapy, or

occupational therapy for services rendered pursuant to this contract. RCS shall pay \$150.00 per day for nursing services. Contractor will bill fractional portions of the day for nursing services, including 1/4 (one-fourth) day or (two hour) increments. Such payment shall be made within thirty (30) calendar days of receipt of invoice for services delivered.

5. Termination-Breach. In the event that any of the provisions of the Contract are violated by the Contractor, RCS may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor such violation or delay shall cease the satisfactory arrangement for correction be made. RCS may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to RCS for damages sustained by virtue of any breach by Contractor.
6. Termination-Funding. Should funding for the services be discontinued, RCS shall have the right to terminate the Contract immediately upon written notice to the Contractor.
7. Termination-Notice. Either party may terminate this Contract at any time upon thirty (30) days written notice to the other. In the event of termination by RCS, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
8. Compliance with the Laws. Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. Notices.
 - a. Notices to RCS, including but not limited to, notice of assignment of any rights to money due to Contractor under this Contract must be mailed or hand delivered to the attention of RCS Assigned Representative, at the location of: Rutherford County Schools, 2240 Southpark Drive, Murfreesboro, TN 37128
 - b. Notices to Contractor shall be mailed or hand delivered to: Special Kids, Inc. 2208 East Main Street, Murfreesboro, TN 37130.
10. Maintenance of Records. Contractor shall maintain documentation of all charges associated with services provided pursuant to this Contract. The books, records and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by RCS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
11. Modification of Contract. This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendments, the approval of the Board of Education may be required. Minor Modifications to the Contract may be approved by the Director of Schools.

12. Partnership/joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of Principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
13. Waiver. No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. Employment. Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. Non-Discrimination. It is the policy of RCS not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.
16. Indemnification and Hold Harmless. To the extent allowed by law, contractor shall indemnify and hold harmless RCS, its officers, agents and employees from:
 - a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or employees, and/or agents, including its sub or independent Contractors, in connection with the performance of the Contractor, and,
 - b. Any claims, damages, penalties, costs and attorney's fees arising from any failure of Contractor, its officers, employees, and/or agents, including its sub or independent Contractors, to observe applicable laws, including but not limited to, labor laws and minimum wage laws.

Contractor shall pay RCS any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

17. Insurance. The Contractor must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1000,00). All such policies shall list RCS as an additional insured. A certificate of insurance to this effect and the additional insured endorsement must be presented to RCS. Contractor must notify RCS if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
18. Assignment-Consent Required. The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of the money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of the

Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of RCS. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT **MUST** BE SENT TO THE ATTENTION OF THE RCS ASSIGNED REPRESENTATIVE, LOCATED AT: Rutherford County Schools, 2240 Southpark Drive, Murfreesboro, TN 37128.

19. **Entire Contract.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties and supersedes any and all prior or contemporaneous, written, or oral negotiations, correspondences, understandings and arrangements, between the parties respecting the subject matter of this Contract. No supplemental, modification, or amendment to this Contract shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
20. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.
21. **Governing Law.** The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the state of Tennessee. Tennessee law shall govern regardless of any language in any attachment of other document that the Contractor may provide.
22. **Venue.** Any action between the parties arising from this arrangement shall be maintained in the courts of Rutherford County, Tennessee.
23. **Confidentiality of Records.** All educational records created, disclosed, or maintained pursuant to the terms of this Contract are confidential and shall be created, disclosed, and maintained pursuant to the provisions of the Family Educational Right Act, also known as FERPA (20 U. S. C. §1232g), its regulations and Board Policy.
24. **Background Checks.** Contractor shall comply with Tennessee Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all Contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.
25. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

26. Notices. Any notice to Contractor from RCS relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

- a. Notice to RCS shall be sent to:
Department: Rutherford County Schools
Attention: Kate Kasuboski
Address: 2240 Southpark Drive
Murfreesboro, TN 37128

Notices to Contractor shall be sent to:
Department: Special Kids
Attention: Chris Truelove
Address: 2208 East Main Street
Murfreesboro, TN 37130

27. Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the director of schools. When it has been so signed, this Contract shall be effective as of the date first written above.

RUTHERFORD COUNTY SCHOOLS

SPECIAL KIDS, INC.

Bill Spurlock, Director of schools

Chris Truelove, Executive Director

RUTHERFORD COUNTY SCHOOLS

Jim Estes, Chairman of the Board

APPROVED AS TO FORM:

Staff Attorney

Bedford County Department of Education

Federal Projects

500 Madison Street

Shelbyville, TN 37160-3391

Telephone: (931) 684-3284 Fax: (931) 685-0420

CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this 19th day of June by and between the Bedford County Board of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at 500 Madison Street, Shelbyville, Tennessee and Rutherford County Department of Education (hereinafter known as **SERVICE PROVIDER**) with its principal office at 2240 Southpark Drive, Murfreesboro, Tennessee.

WITNESSETH

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

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

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

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

1. **BOARD OF EDUCATION** shall pay the tuition and other services agreed upon for the child(ren) (**# of children** 1) enrolled by **SERVICE PROVIDER** not to exceed \$135 per day per child. Payment shall be made upon receipt of a performance of services invoiced.
2. **SERVICE PROVIDER** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:
 - a. A statement of the child's present levels of educational performance
 - b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,
 - c. A statement of short term instructional objectives,
 - d. A statement of specific educational related services needed by the child,
 - e. The date when these services will begin and length of time the services will be given,
 - f. A description of the extent to which the child will participate in regular education programs, if any.
 - g. A justification for the type of education placement, which the child will have,
 - h. The persons responsible for the implementation of the individualized education program,

- i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
 - j. Progress reports shall be sent to the parents and **BOARD OF EDUCATION** every 6 to 9 weeks. Attendance reports shall be submitted every 20 days.
 - k. The programs of the child shall not be changed or terminated without an I.E.P. Team meeting composed of representatives of **BOARD OF EDUCATION** and **SERVICE PROVIDER** which results in agreement regarding change or termination of the program.
3. The staff of the **BOARD OF EDUCATION** may inspect the **SERVICE PROVIDER'S** facility and confer with the **SERVICE PROVIDER'S** staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.
4. This Agreement is contingent on the following:
 - a. **SERVICE PROVIDER'S** program is appropriate in relation to the needs of the individual child to be enrolled.
 - b. **SERVICE PROVIDER'S** facility is approved / licensed by the appropriate agency of the State of Tennessee, or in the state in which the facility is located and continues to maintain such approval/licensure for the term of the Agreement.
 - c. **SERVICE PROVIDER'S** facility provides an educational program for at least 180 days per year.
5. **SERVICE PROVIDER** shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c. **BOARD OF EDUCATION** and **SERVICE PROVIDER** ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by the **SERVICE PROVIDER**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
6. **SERVICE PROVIDER** shall
 - a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with children or enter school grounds;
 - b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and
 - c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.

7. **SERVICE PROVIDER** shall:

- a. Certify that the staff of the facility or program has received training in the appropriate use of restraint and isolation as mandated by Public Chapter 457 of the Acts of 2011; and,
- b. Report to the LEA special education supervisor each instance of the use of restraint and isolation to comply with parental notification requirements of Public Chapter 457 of the Acts of 2011.

8. To the extent allowed by law, **SERVICE PROVIDER** herein agrees to hold **BOARD OF EDUCATION** harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, arising from each individual child using the premises, including the use of materials by the child, except when such injuries or damages arise in the acts of negligence of **BOARD OF EDUCATION**. Any obligation of **SERVICE PROVIDER** to indemnify and hold **BOARD OF EDUCATION** harmless is limited to the terms of **SERVICE PROVIDER'S** liability insurance.

9. The term of this agreement is from July 1, 2019 to June 30, 2020.

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

Director of Schools (BOARD OF EDUCATION)

Date

Director of Schools (SERVICE PROVIDER)

Date

This document has been reviewed for the TN Department of Education by:

Assistant Commissioner of Special Populations

Date



CONTRACTUAL AGREEMENTS

SYSTEM _____

CONTRACT AGENCY _____

THE FOLLOWING CONTRACTUAL COMPONENTS ARE PRESENT:

1. ☐ Contracting parties are clearly specified
2. ☐ Correct legal authority is given
 - a. ☐ T.C.A. 49-10-701 . . . Private Institution
 - b. ☐ T.C.A. 49-10-107 & T.C.A. 49-10-305 School System
3. ☐ Amount and provision for payment given
4. ☐ Number of children to be served
5. ☐ Procedures for IEP development
6. ☐ Progress reports (6 or 9 weeks)
7. ☐ Attendance reports (20 days)
8. ☐ Procedure for IEP program changes or termination of program
9. ☐ Inspection of facility

AGENCY ASSURANCES

10. ☐ Appropriate program available
11. ☐ School year of 180 days
12. ☐ Non-discrimination in employment
13. ☐ Availability of rights and privileges explained
14. ☐ Criminal History Check
15. ☐ Restraint and Isolation compliance
16. ☐ Hold harmless clause
17. ☐ Beginning and ending dates of contract

Reviewed By: _____

**CLINICAL AFFILIATION AGREEMENT
WITH
Faulkner University**

This Clinical Affiliation Agreement (the "Agreement"), is entered into by and between Faulkner University ("**University**") of Montgomery, Alabama and Rutherford County Schools which has clinical facilities located at 2240 SouthPark Boulevard Murfreesboro, Tennessee 37128, which has clinical facilities throughout its county schools ("**Facility**"). Desiring to establish in writing the terms and respective responsibilities of the two institutions in that the Clinical Facility will serve as the clinical laboratory for the University's students, in such number and at such time as the parties mutually agree, University and Facility agree to the following:

PURPOSE

University has a Speech Language Pathology Program ("**Program**") through which University provides its students academic and clinical experience. University desires for Facility to provide certain students of University with clinical experience through Facility's clinical facilities, and Facility is willing to provide such experience.

1.0 RESPONSIBILITIES OF UNIVERSITY

University shall:

- a) plan the educational activities for the Program's clinical experience at Facility after consultation with and approval by Facility;
- b) provide qualified faculty at University to teach the pre-requisite core curriculum and support courses in the Program;
- c) provide administrative functions for each student in the Program which are the same functions as provided all other students at University;
- d) provide a faculty member to be available for consultation while students are at Facility to supervise students participating in the Program. The faculty member will (i) be currently licensed by the Alabama Board of Examiners for Speech-Language-Pathology and Audiology, (ii) be clinically competent; and (iii) carry liability insurance and provide evidence of same to Facility;
- e) instruct students to abide by Facility's patient care policies and guidelines. Information regarding Facility's applicable policies and guidelines will be available at the time of student orientation at Facility;

- f) if applicable, provide Facility with the appropriate forms to be used in evaluating the performance of students in the program;
- g) require students to comply with the regulatory and accreditation standards provided by the Facility at the time of student orientation at Facility;
- h) provide information to each student on the Hepatitis B vaccine, its efficacy, safety, method of administration and benefits of being vaccinated and suggest that students be vaccinated for Hepatitis B;
- i) confirm students have been tested for tuberculosis within one (1) year of commencement of the Program and are tested at least annually while participating in the Program. (The student shall provide evidence of such testing and the results to Facility upon arriving at Facility.);
- j) confirm students have been instructed in Standard Precautions recommended by the Centers for Disease Control and Prevention (CDC) and are currently certified in Basic Life Support ("BLS") cardiopulmonary resuscitation prior to any student's arriving at Facility and provide evidence of such confirmation to Facility prior to any student's arriving at Facility and upon request of Facility thereafter;
- k) provide proof of professional liability insurance covering students placed at the Facility in the amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate prior to beginning the clinical assignment at Facility and upon request of Facility thereafter. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company acceptable to Facility;
- l) provide a letter to Facility, at least one month prior to students arriving at Facility, detailing the needs of the students, names of students and supervising faculty member, and length and dates of clinical experience;
- m) consider promptly any complaints made by Facility against a student and participate in joint problem solving. Patient safety and welfare shall be the primary concern. The Clinical Facility reserves the right to require the removal from and/or deny access to its Clinical Facility to any student whose professional and/or social conduct is determined to be destructive to the well-being of the Clinical Facility. Such action will be reported immediately to the Director of the SLP Program. Student issues will be documented by the Facility and provided to the designated Faculty member and/or other representative of University. Facility, in its sole discretion, may require permanent withdrawal of any student from Facility at any time;
- n) provide a criminal background check before the student arrives at the Facility.

- o) require that each student and University faculty member at all times while at Facility wear a name tag, badge, or other identifying label that clearly states the student or faculty member's identity and the name of University.

2.0 RESPONSIBILITIES OF FACILITY

Facility shall:

- a) provide cooperation to promote success of the Program;
- b) provide equipment and supplies which are necessary for patient treatment at Facility;
- c) provide work space for students at the Facility;
- d) as available, provide suitable clinical experience situations as prescribed by the curriculum provided by University;
- e) assist with clinical teaching and supervision of agreed upon number of students in the Program;
- f) upon request by University, formally evaluate performance of students in the Program using the form provided by University;
- g) retain full responsibility for the care of patients and will maintain administrative and professional supervision of students, insofar as their presence affects the operation of the hospital and/or the direct or indirect care of patients.
- h) reserve the right to determine the manner in which its equipment shall be operated;
- i) provide access to acute emergency care at student's expense in the event of an accident or injury to a student on Facility's campus;
- j) any student provided to Facility will submit to a drug test at request of Facility. The University will be responsible for the reasonable cost of the test and will pay for such upon receipt of the bill. (Nothing in this paragraph shall prevent the University from requiring such student to reimburse it for the said cost of the test);
- k) Provide the Clinical Facility staff time for the orientation of the University faculty to the Clinical Facility (including assigned patient care areas), its policies and procedures.
- l) Clinical Facility will obtain and maintain throughout the term of this Agreement or any renewal thereof, professional liability coverage, insuring its personnel for any claims and/or damages resulting from the rendering or failure to render services by Clinical Facility, its employees, agents or servants with limits of liability coverage of not less than

\$1,000,000 per occurrence and \$3,000,000 annual aggregate. Upon request, Clinical Facility will furnish the University with a certificate of insurance prior to commencement of this Agreement. Such certificate shall provide that the aforementioned coverage cannot be materially altered or canceled without at least thirty (30) days written notice received by the University. Failure of Clinical Facility to obtain and maintain such coverage shall be grounds for immediate termination of this Agreement.

- m) Furnish the University with a complete set of all rules and regulations of the Clinical Facility pertinent to the services to be performed and the activities to be conducted hereunder, together, with all amendments, deletions, and revisions thereof, in order that this information can be disseminated to faculty members and students.
- n) Provide access to a conference room or rooms for use by the University in conjunction with the laboratory and clinical education experience at mutually agreed times.
- o) Provide an opportunity for faculty members to develop and/or maintain rehab services experience.
- p) Permit faculty members to conduct and/or participate in rehab services research that is approved by the Clinical Facility and the University. The findings will be shared between the Clinical Facility and the University.
- q) Provide opportunities for the faculty members to discuss needs and/or problems of mutual concern.
- r) Clinical Facility acknowledges and agrees that the information provided by University or others on behalf of University, that directly relates to any University student, including, but without limitation, academic information (e.g., coursework, grades, degrees earned, performance in other external rotations); professional information, (e.g., licenses obtained, suspension, revocation); training and/or certifications (e.g., CPR, OSHA/Bloodborne pathogen); health information (e.g., Hepatitis, TB Testing); health and other insurance information and, the results of any criminal background check and/or drug testing/treatment information, hereinafter ("student information") is protected by the Family Educational Rights and Privacy Act (FERPA). Facility represents and certifies that it will (1) protect the confidentiality of all student information; and will not, except with the written consent of the student, (2) use student information for any purpose other than to carry out the purposes of this agreement; or (3) disclose student information except to authorized individuals within its organization who have a legitimate need to know student information in order to carry out the purposes of this agreement.
- s) Each party certifies that neither it nor any of its students, employees, agents or assigns participating in the clinical affiliation program or performing services under this Agreement have been disqualified from participation in any federal or state health care program and that, to the best of its knowledge, information and belief, no proceedings

have been initiated or are pending for their disqualification from any federal or state health care program. Each party agrees to notify the other party immediately in writing in the event any proceedings, inquiries and/or disciplinary action is commenced against the Affiliate or its students, faculty, employees or agents.

3.0 RESPONSIBILITIES OF UNIVERSITY AND FACILITY

University and Facility shall:

- a) agree upon the number of students to be placed in Facility for clinical rotations prior to the beginning of each semester in which students are assigned to and accepted by Facility;
- b) understand there will be no exchange of monies between the University and the Facility for this Program;
- c) revise or modify this Agreement in writing if both parties agree to the revisions or modifications; and
- d) comply with all applicable federal and state laws, rules and regulations.
- e) Neither the University nor Clinical Facility will make monetary compensation to the other for use of the facility or for the service performed hereunder.
- f) Clinical Facility certifies that no University employee or official, and no family members of a University employee or official, will receive a benefit from this Agreement, except as has been previously disclosed, in writing to the University.
- g) Neither party shall be responsible for personal injury or property damage except for those that each party would be responsible for under prevailing law in the absence of this Agreement. Under no circumstances shall either party be responsible for personal injury or property damage caused by the acts or omissions of the other party.

4.0 TERM AND TERMINATION

This Agreement shall remain in effect for three (3) years beginning **August 1, 2019** and ending **May 31, 2022** unless sooner terminated as provided herein. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party by certified mail, return receipt requested. The termination shall not take effect until students who are enrolled at the time such notice is given have completed the courses in which they are enrolled.

5.0 NOTICE

Any notice, request or other communication required to be delivered under this Agreement shall be in writing and shall be deemed to have been given or made if delivered personally, or by overnight delivery service, by United States mail, to the parties at the following addresses, or at such other addresses as shall be specified in writing by either of the parties to the other in accordance with the terms and conditions of this subsection:

If to Facility: Rutherford County Board of Education
2240 South Park Boulevard
Murfreesboro, Tennessee 37128
ATTN: Paula Laaser

If to University: Faulkner University
Department of Speech Language Pathology
5345 Atlanta Highway
Montgomery, AL 36109-3390
Attn: Amy Ogburn, PhD, CCC-SLP

6.0 STATUS OF STUDENTS AND FACULTY

University and Facility understand and agree that while faculty and students are participating in the Program, faculty and students are not employees of Facility. Accordingly, faculty and students are not entitled to any of the rights or benefits established for Facility's employees, such as salary, vacation, sick leave with pay, paid holidays, insurance, and/or worker's compensation coverage. Under no circumstances is any student or faculty member or instructor to be considered an agent or employee of the Clinical Facility.

7.0 MISCELLANEOUS

- 7.1 Non-discrimination. University and Facility shall not unlawfully discriminate in their respective performance of this Agreement.
- 7.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended or modified except by a written document executed by both parties.

- 7.3 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the State of Tennessee (but not including its conflict of laws rules if and to the extent such rules would apply the substantive laws of another jurisdiction).
- 7.4 Severability. Should any clause or provision of this Agreement be held or ruled unenforceable or ineffective by a court of law, such a ruling will in no way affect the validity or the enforceability of any other clause or provision contained herein.
- 7.5 No Waiver. No waiver by University or Facility of any breach of any term, provision or condition contained in this Agreement, or the failure to insist upon strict performance thereof shall be deemed to be a waiver of such term, provision or condition as to any subsequent breach thereof or a waiver of any other term, provision or condition contained in this Agreement. The exercise of any right or remedy hereunder shall not be deemed to preclude or affect the exercise of any other right or remedy provided herein.
- 7.6 Confidentiality. University acknowledges that the intent of federal and state privacy laws is to assure that Confidential Information will remain confidential and will be used only by those with appropriate authority as necessary to fulfill the purpose of this Agreement. University acknowledges that students, faculty and other University representatives may access Confidential Information during the performance of their function under this Agreement. As such, University represents and warrants that its agents, employees and representatives (collectively hereinafter "Representatives") will maintain such information as confidential and will not disclose such information to third parties or other Representatives of University, who do not require the information in order to fulfill this Agreement, except as permitted by law or order of the court. Should University, through its Representatives, for any reason otherwise disclose the information, University will immediately notify Facility. University warrants that it will train all Representatives concerning this provision of the Agreement.
- 7.7 CONFIDENTIAL INFORMATION AND FERPA. Clinical Facility acknowledges and agrees that the information provided by University or others on behalf of University, that directly relates to any University student, including, but without limitation, academic information (e.g., coursework, grades, degrees earned, performance in other external rotations); professional information, (e.g., licenses obtained, suspension, revocation); training and/or certifications (e.g., CPR, OSHA/Bloodborne pathogen); health information (e.g., Hepatitis, TB Testing); health and other insurance information and, the results of any criminal background check and/or drug testing/treatment information, hereinafter ("student information") is protected by the Family Educational Rights and Privacy Act (FERPA) as well as relevant Alabama law in some cases. Facility represents and certifies that it will (1) protect the confidentiality of all student information; and

will not, except with the written consent of the student, (2) use student information for any purpose other than to carry out the purposes of this agreement; or (3) disclose student information except to authorized individuals within its organization who have a legitimate need to know student information in order to carry out the purposes of this agreement.

7.8 HIPAA. The parties agree that:

- (a) the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 (“the HIPAA Privacy Regulation”);
- (b) to the extent that University students are participating in the Program [and University faculty members are providing supervision at the Facility as part of the Program], such students [and faculty members] shall:
 - 1. be considered part of the Facility’s workforce for HIPAA compliance purposes in accordance with 45 CFR 164.103, but shall not be construed to be employees of the Facility;
 - 2. receive training by the Facility on, and subject to compliance with, all of Facility’s privacy policies adopted pursuant to the Regulations; and
 - 3. agree not disclose to any unauthorized recipient any Protected Health Information, as that term is defined by 45 CFR 160.103, which a student accessed through Program participation [or a faculty member accessed through the provision of supervision at the Facility] that has not first been de-identified as provided in 45 CFR 164.514(a);
- (c) University will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student [or faculty member] who is acting as part of the Facility’s workforce as set forth in Section 15(b) of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR 164.541(a); and
- (d) No services are being provided to the Facility by the University pursuant to this agreement and therefore this agreement does not create a “business associate” relationship as that term is defined in 45 CFR 160.103.

EFFECTIVE as of the date when executed by both parties by their duly authorized officers, thereby binding themselves, their successors and assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement.

RUTHERFORD COUNTY SCHOOLS

FAULKNER UNIVERSITY

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

**Briton Education dba Insights To Behavior
License and Service Agreement**

This License and Services Agreement is made July 8, 2019, and entered between, **Briton Education LLC** an Oklahoma based company ("ITB") with principal offices at **6620 Acorn Dr, Oklahoma City, OK 73151** and **Rutherford County Schools**.

Licensee Information		Licensee Main Contact Information	
Entity Name:	Rutherford County Schools	Contact Name(s):	Angela Barnes
Address	2240 Southpark Dr Murfreesboro, TN 37128	Contact Role:	Special Ed Program Specialist
Account Phone:	615-893-5812	Phone(s):	615-893-5815 x22040
Account Website:		Contact Email:	barnesa@rcschools.net
		Contact Fax:	
		Purchasing/Acctg. Contact:	
		Phone:	
		Email:	

Agreement Information			
Total Agreement Length:	1 Yr	# of Yrs Pre-Paid:	N/A
Agreement Start Date:	July 1, 2019	Agreement End Date:	June 30, 2020
License Fees:	\$90,000		
Support Services:	\$25,000	Includes: See Page two for details.	
Customized Services:			
Taxes:			
Total Fees:	\$115,000		
Initial Payment:		Due Date:	Upon Receipt
Comments:			
Agreement Terms:	<ul style="list-style-type: none"> Prices guaranteed not to increase by more than 10% in each year of this agreement. Fees due upon invoice unless otherwise specified. Site licenses are transferable (from one site to another) at the start of each fiscal year with approval from ITB 		

Licensee shall pay all sales, use and excise taxes, and all other taxes, duties, and, if applicable, levies on imports or exports relating to, or under, this Agreement (exclusive of taxes based on ITB's net income), unless Licensee is exempt from the payment of such taxes and provides ITB or one of its partner organizations with evidence of such exemption. All amounts in this Agreement and any Exhibits included are in US dollars and payable in US dollars. Cancellation of pre-paid agreements will result in full price subscription fees being charged.

Execution of Service Agreement

By signing below you certify that you have read and agree to the Terms and Conditions and any Addendums of this License and Services Agreement and you further certify that you are authorized to sign this Agreement on behalf of the Subscribing Institution and are hereby committing the Licensee Institution to be bound by this Agreement. **Please return a signed copy to: ITB/Insights To Behavior - Fax: 800-507-2881.**

By signing this agreement, I agree to all Terms and Conditions of this License and Service Agreement

Licensee/Customer

Name (Print): _____ Title (Print): _____

Date of Signing: _____ Signature: _____

Please fax this signed form to: (800)507-2881

Or mail to: Briton Education dba Insights To Behavior, 6620 Acorn Dr, Oklahoma City, OK 73151

For Internal Purposes Only					
ITB Quote/Invoice #:					
ITB Sales Contact:	Kenton Levings 405-590-1685				
Customer PO#:			Contract #		
Reviewed By:	Implementation:		Sales:		Admin:

Annual License Subscription Information

Offering	Quantity	Description	Unit Price	Extension
Insight To Behavior	1	District License (Unlimited Training workshops and Behavior Intervention Plans, Skills Plans, and teacher resources.)	\$90,000	\$90,000
Training	10	Onsite Training	\$2,500	\$25,000
Total			Grand total	\$115,000

License Grant

The license(s) granted under this Agreement are expressly conditioned on the Licensee's compliance with each of the following conditions:

- a. Only a Licensee staff member who has been provided with a user ID and password is authorized as an "Authorized User" to use Insights To Behavior from any point of access to the Internet.
- b. Authorized Users may use INSIGHTS TO BEHAVIOR with codes provided by ITB, to gain entry into INSIGHTS TO BEHAVIOR for which they have been licensed and neither the Licensee nor any Authorized Users may copy any portion of the INSIGHTS TO BEHAVIOR content except for purposes of creating training materials for internal district use to train users to operate the application.
- c. The Licensee may not copy any portion of INSIGHTS TO BEHAVIOR content, or allow any Authorized Users to copy any portion of INSIGHTS TO BEHAVIOR content, unless expressly permitted in writing by ITB.
- d. Only Licensee and Licensee's Authorized Users are permitted to access INSIGHTS TO BEHAVIOR. Licensee shall assure that all use by Authorized Users of INSIGHTS TO BEHAVIOR shall be pursuant to the terms and conditions of this Agreement.
- e. Licensee may not resell, transfer, assign, sublicense, pledge, lease, rent or share INSIGHTS TO BEHAVIOR or their rights to access INSIGHTS TO BEHAVIOR hereunder or disclose any portion of INSIGHTS TO BEHAVIOR content to any third party, unless expressly permitted under this Agreement or with prior written permission from ITB.
- f. Licensee shall comply to the **terms** as they appear in this agreement and not change, modify, disassemble, decompile, "unlock," reverse engineer or in any manner decode the system.
- g. This Agreement will be governed by the laws of Tennessee without regard to its conflict of laws principles. The parties waive all rights to object to venue in said courts. In the event that any provision or provisions of this Agreement will be held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties.

The data used in the Licensee's application of the INSIGHTS TO BEHAVIOR software is the exclusive property of the Licensee. ITB will not use any of this data, outside of supporting the Licensee's, without written permission from Licensee. In addition ITB will take reasonable steps, consistent with the sensitivity of the data, and to be consistent with ITB's Privacy Policies.



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7. FERPA and Confidentiality; Data Ownership. The Contractor shall keep strictly in confidence all information acquired in connection with or as a result of this Contract that is not generally known to others. The Contractor shall keep in strict confidence to the fullest extent required by any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), any and all records and information, in whatever form or format received, pertaining to the District's individual students. The Contractor shall not publish confidential information or any other information which identifies students, employees or officers of the District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. In supplementation and not limitation of the foregoing, the District retains and reserves ownership of, and all right, title and interest in, any and all data provided by the District to the Contractor under or in connection with this Contract. The Contractor shall not destroy nor permit the destruction of any District data, except upon the prior express written consent of the District. On the expiration or earlier termination of the Term of this Contract, the Contractor shall promptly and in any event not later than ten (10) business days after request by the District, return to the District all District data then in the possession or control of the Contractor and thereupon the Contractor shall promptly destroy and dispose of any remaining copies of the data in its possession or in the possession of any Subcontractor.

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10. Entire Agreement: Except as expressly provided in a particular "legal notice" on the ITB site, these Terms and Conditions of Use constitute the entire agreement between you and ITB with respect to the use of the ITB site and content.

11. Contacting Us: ITB welcomes your questions and comments regarding our Terms and Conditions of Use and anything else on this site. Please e-mail us at communications@insightstobehavior.com.

Bedford County Department of Education

Federal Projects

500 Madison Street

Shelbyville, TN 37160-3391

Telephone: (931) 684-3284 Fax: (931) 685-0420

CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this 19th day of June by and between the Bedford County Board of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at 500 Madison Street, Shelbyville, Tennessee and Rutherford County Department of Education (hereinafter known as **SERVICE PROVIDER**) with its principal office at 2240 Southpark Drive, Murfreesboro, Tennessee.

WITNESSETH

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

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

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

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

1. **BOARD OF EDUCATION** shall pay the tuition and other services agreed upon for the child(ren) (# of children 1) enrolled by **SERVICE PROVIDER** not to exceed \$135 per day per child. Payment shall be made upon receipt of a performance of services invoiced.
2. **SERVICE PROVIDER** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:
 - a. A statement of the child's present levels of educational performance
 - b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,
 - c. A statement of short term instructional objectives,
 - d. A statement of specific educational related services needed by the child,
 - e. The date when these services will begin and length of time the services will be given,
 - f. A description of the extent to which the child will participate in regular education programs, if any.
 - g. A justification for the type of education placement, which the child will have,
 - h. The persons responsible for the implementation of the individualized education program,

- i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
 - j. Progress reports shall be sent to the parents and **BOARD OF EDUCATION** every 6 to 9 weeks. Attendance reports shall be submitted every 20 days.
 - k. The programs of the child shall not be changed or terminated without an I.E.P. Team meeting composed of representatives of **BOARD OF EDUCATION** and **SERVICE PROVIDER** which results in agreement regarding change or termination of the program.
- 3. The staff of the **BOARD OF EDUCATION** may inspect the **SERVICE PROVIDER'S** facility and confer with the **SERVICE PROVIDER'S** staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.
- 4. This Agreement is contingent on the following:
 - a. **SERVICE PROVIDER'S** program is appropriate in relation to the needs of the individual child to be enrolled.
 - b. **SERVICE PROVIDER'S** facility is approved / licensed by the appropriate agency of the State of Tennessee, or in the state in which the facility is located and continues to maintain such approval/licensure for the term of the Agreement.
 - c. **SERVICE PROVIDER'S** facility provides an educational program for at least 180 days per year.
- 5. **SERVICE PROVIDER** shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c. **BOARD OF EDUCATION** and **SERVICE PROVIDER** ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by the **SERVICE PROVIDER**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
- 6. **SERVICE PROVIDER** shall
 - a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with children or enter school grounds;
 - b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and
 - c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.

7. **SERVICE PROVIDER** shall:

- a. Certify that the staff of the facility or program has received training in the appropriate use of restraint and isolation as mandated by Public Chapter 457 of the Acts of 2011; and,
- b. Report to the LEA special education supervisor each instance of the use of restraint and isolation to comply with parental notification requirements of Public Chapter 457 of the Acts of 2011.

8. To the extent allowed by law, **SERVICE PROVIDER** herein agrees to hold **BOARD OF EDUCATION** harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, arising from each individual child using the premises, including the use of materials by the child, except when such injuries or damages arise in the acts of negligence of **BOARD OF EDUCATION**. Any obligation of **SERVICE PROVIDER** to indemnify and hold **BOARD OF EDUCATION** harmless is limited to the terms of **SERVICE PROVIDER'S** liability insurance.

9. The term of this agreement is from July 1, 2019 to June 30, 2020.

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

Director of Schools (BOARD OF EDUCATION)

Date

Director of Schools (SERVICE PROVIDER)

Date

This document has been reviewed for the TN Department of Education by:

Assistant Commissioner of Special Populations

Date



CONTRACTUAL AGREEMENTS

SYSTEM _____

CONTRACT AGENCY _____

THE FOLLOWING CONTRACTUAL COMPONENTS ARE PRESENT:

1. ☐ Contracting parties are clearly specified
2. ☐ Correct legal authority is given
 - a. ☐ T.C.A. 49-10-701 . . . Private Institution
 - b. ☐ T.C.A. 49-10-107 & T.C.A. 49-10-305 School System
3. ☐ Amount and provision for payment given
4. ☐ Number of children to be served
5. ☐ Procedures for IEP development
6. ☐ Progress reports (6 or 9 weeks)
7. ☐ Attendance reports (20 days)
8. ☐ Procedure for IEP program changes or termination of program
9. ☐ Inspection of facility

AGENCY ASSURANCES

10. ☐ Appropriate program available
11. ☐ School year of 180 days
12. ☐ Non-discrimination in employment
13. ☐ Availability of rights and privileges explained
14. ☐ Criminal History Check
15. ☐ Restraint and Isolation compliance
16. ☐ Hold harmless clause
17. ☐ Beginning and ending dates of contract

Reviewed By: _____

**CLINICAL AFFILIATION AGREEMENT
WITH
Faulkner University**

This Clinical Affiliation Agreement (the "Agreement"), is entered into by and between Faulkner University ("**University**") of Montgomery, Alabama and Rutherford County Schools which has clinical facilities located at 2240 SouthPark Boulevard Murfreesboro, Tennessee 37128, which has clinical facilities throughout its county schools ("**Facility**"). Desiring to establish in writing the terms and respective responsibilities of the two institutions in that the Clinical Facility will serve as the clinical laboratory for the University's students, in such number and at such time as the parties mutually agree, University and Facility agree to the following:

PURPOSE

University has a Speech Language Pathology Program ("**Program**") through which University provides its students academic and clinical experience. University desires for Facility to provide certain students of University with clinical experience through Facility's clinical facilities, and Facility is willing to provide such experience.

1.0 RESPONSIBILITIES OF UNIVERSITY

University shall:

- a) plan the educational activities for the Program's clinical experience at Facility after consultation with and approval by Facility;
- b) provide qualified faculty at University to teach the pre-requisite core curriculum and support courses in the Program;
- c) provide administrative functions for each student in the Program which are the same functions as provided all other students at University;
- d) provide a faculty member to be available for consultation while students are at Facility to supervise students participating in the Program. The faculty member will (i) be currently licensed by the Alabama Board of Examiners for Speech-Language-Pathology and Audiology, (ii) be clinically competent; and (iii) carry liability insurance and provide evidence of same to Facility;
- e) instruct students to abide by Facility's patient care policies and guidelines. Information regarding Facility's applicable policies and guidelines will be available at the time of student orientation at Facility;

- f) if applicable, provide Facility with the appropriate forms to be used in evaluating the performance of students in the program;
- g) require students to comply with the regulatory and accreditation standards provided by the Facility at the time of student orientation at Facility;
- h) provide information to each student on the Hepatitis B vaccine, its efficacy, safety, method of administration and benefits of being vaccinated and suggest that students be vaccinated for Hepatitis B;
- i) confirm students have been tested for tuberculosis within one (1) year of commencement of the Program and are tested at least annually while participating in the Program. (The student shall provide evidence of such testing and the results to Facility upon arriving at Facility.);
- j) confirm students have been instructed in Standard Precautions recommended by the Centers for Disease Control and Prevention (CDC) and are currently certified in Basic Life Support ("BLS") cardiopulmonary resuscitation prior to any student's arriving at Facility and provide evidence of such confirmation to Facility prior to any student's arriving at Facility and upon request of Facility thereafter;
- k) provide proof of professional liability insurance covering students placed at the Facility in the amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate prior to beginning the clinical assignment at Facility and upon request of Facility thereafter. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company acceptable to Facility;
- l) provide a letter to Facility, at least one month prior to students arriving at Facility, detailing the needs of the students, names of students and supervising faculty member, and length and dates of clinical experience;
- m) consider promptly any complaints made by Facility against a student and participate in joint problem solving. Patient safety and welfare shall be the primary concern. The Clinical Facility reserves the right to require the removal from and/or deny access to its Clinical Facility to any student whose professional and/or social conduct is determined to be destructive to the well-being of the Clinical Facility. Such action will be reported immediately to the Director of the SLP Program. Student issues will be documented by the Facility and provided to the designated Faculty member and/or other representative of University. Facility, in its sole discretion, may require permanent withdrawal of any student from Facility at any time;
- n) provide a criminal background check before the student arrives at the Facility.

- o) require that each student and University faculty member at all times while at Facility wear a name tag, badge, or other identifying label that clearly states the student or faculty member's identity and the name of University.

2.0 RESPONSIBILITIES OF FACILITY

Facility shall:

- a) provide cooperation to promote success of the Program;
- b) provide equipment and supplies which are necessary for patient treatment at Facility;
- c) provide work space for students at the Facility;
- d) as available, provide suitable clinical experience situations as prescribed by the curriculum provided by University;
- e) assist with clinical teaching and supervision of agreed upon number of students in the Program;
- f) upon request by University, formally evaluate performance of students in the Program using the form provided by University;
- g) retain full responsibility for the care of patients and will maintain administrative and professional supervision of students, insofar as their presence affects the operation of the hospital and/or the direct or indirect care of patients.
- h) reserve the right to determine the manner in which its equipment shall be operated;
- i) provide access to acute emergency care at student's expense in the event of an accident or injury to a student on Facility's campus;
- j) any student provided to Facility will submit to a drug test at request of Facility. The University will be responsible for the reasonable cost of the test and will pay for such upon receipt of the bill. (Nothing in this paragraph shall prevent the University from requiring such student to reimburse it for the said cost of the test);
- k) Provide the Clinical Facility staff time for the orientation of the University faculty to the Clinical Facility (including assigned patient care areas), its policies and procedures.
- l) Clinical Facility will obtain and maintain throughout the term of this Agreement or any renewal thereof, professional liability coverage, insuring its personnel for any claims and/or damages resulting from the rendering or failure to render services by Clinical Facility, its employees, agents or servants with limits of liability coverage of not less than

\$1,000,000 per occurrence and \$3,000,000 annual aggregate. Upon request, Clinical Facility will furnish the University with a certificate of insurance prior to commencement of this Agreement. Such certificate shall provide that the aforementioned coverage cannot be materially altered or canceled without at least thirty (30) days written notice received by the University. Failure of Clinical Facility to obtain and maintain such coverage shall be grounds for immediate termination of this Agreement.

- m) Furnish the University with a complete set of all rules and regulations of the Clinical Facility pertinent to the services to be performed and the activities to be conducted hereunder, together, with all amendments, deletions, and revisions thereof, in order that this information can be disseminated to faculty members and students.
- n) Provide access to a conference room or rooms for use by the University in conjunction with the laboratory and clinical education experience at mutually agreed times.
- o) Provide an opportunity for faculty members to develop and/or maintain rehab services experience.
- p) Permit faculty members to conduct and/or participate in rehab services research that is approved by the Clinical Facility and the University. The findings will be shared between the Clinical Facility and the University.
- q) Provide opportunities for the faculty members to discuss needs and/or problems of mutual concern.
- r) Clinical Facility acknowledges and agrees that the information provided by University or others on behalf of University, that directly relates to any University student, including, but without limitation, academic information (e.g., coursework, grades, degrees earned, performance in other external rotations); professional information, (e.g., licenses obtained, suspension, revocation); training and/or certifications (e.g., CPR, OSHA/Bloodborne pathogen); health information (e.g., Hepatitis, TB Testing); health and other insurance information and, the results of any criminal background check and/or drug testing/treatment information, hereinafter ("student information") is protected by the Family Educational Rights and Privacy Act (FERPA). Facility represents and certifies that it will (1) protect the confidentiality of all student information; and will not, except with the written consent of the student, (2) use student information for any purpose other than to carry out the purposes of this agreement; or (3) disclose student information except to authorized individuals within its organization who have a legitimate need to know student information in order to carry out the purposes of this agreement.
- s) Each party certifies that neither it nor any of its students, employees, agents or assigns participating in the clinical affiliation program or performing services under this Agreement have been disqualified from participation in any federal or state health care program and that, to the best of its knowledge, information and belief, no proceedings

have been initiated or are pending for their disqualification from any federal or state health care program. Each party agrees to notify the other party immediately in writing in the event any proceedings, inquiries and/or disciplinary action is commenced against the Affiliate or its students, faculty, employees or agents.

3.0 RESPONSIBILITIES OF UNIVERSITY AND FACILITY

University and Facility shall:

- a) agree upon the number of students to be placed in Facility for clinical rotations prior to the beginning of each semester in which students are assigned to and accepted by Facility;
- b) understand there will be no exchange of monies between the University and the Facility for this Program;
- c) revise or modify this Agreement in writing if both parties agree to the revisions or modifications; and
- d) comply with all applicable federal and state laws, rules and regulations.
- e) Neither the University nor Clinical Facility will make monetary compensation to the other for use of the facility or for the service performed hereunder.
- f) Clinical Facility certifies that no University employee or official, and no family members of a University employee or official, will receive a benefit from this Agreement, except as has been previously disclosed, in writing to the University.
- g) Neither party shall be responsible for personal injury or property damage except for those that each party would be responsible for under prevailing law in the absence of this Agreement. Under no circumstances shall either party be responsible for personal injury or property damage caused by the acts or omissions of the other party.

4.0 TERM AND TERMINATION

This Agreement shall remain in effect for three (3) years beginning **August 1, 2019** and ending **May 31, 2022** unless sooner terminated as provided herein. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party by certified mail, return receipt requested. The termination shall not take effect until students who are enrolled at the time such notice is given have completed the courses in which they are enrolled.

5.0 NOTICE

Any notice, request or other communication required to be delivered under this Agreement shall be in writing and shall be deemed to have been given or made if delivered personally, or by overnight delivery service, by United States mail, to the parties at the following addresses, or at such other addresses as shall be specified in writing by either of the parties to the other in accordance with the terms and conditions of this subsection:

If to Facility: Rutherford County Board of Education
2240 South Park Boulevard
Murfreesboro, Tennessee 37128
ATTN: Paula Laaser

If to University: Faulkner University
Department of Speech Language Pathology
5345 Atlanta Highway
Montgomery, AL 36109-3390
Attn: Amy Ogburn, PhD, CCC-SLP

6.0 STATUS OF STUDENTS AND FACULTY

University and Facility understand and agree that while faculty and students are participating in the Program, faculty and students are not employees of Facility. Accordingly, faculty and students are not entitled to any of the rights or benefits established for Facility's employees, such as salary, vacation, sick leave with pay, paid holidays, insurance, and/or worker's compensation coverage. Under no circumstances is any student or faculty member or instructor to be considered an agent or employee of the Clinical Facility.

7.0 MISCELLANEOUS

- 7.1 Non-discrimination. University and Facility shall not unlawfully discriminate in their respective performance of this Agreement.
- 7.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended or modified except by a written document executed by both parties.

- 7.3 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the State of Tennessee (but not including its conflict of laws rules if and to the extent such rules would apply the substantive laws of another jurisdiction).
- 7.4 Severability. Should any clause or provision of this Agreement be held or ruled unenforceable or ineffective by a court of law, such a ruling will in no way affect the validity or the enforceability of any other clause or provision contained herein.
- 7.5 No Waiver. No waiver by University or Facility of any breach of any term, provision or condition contained in this Agreement, or the failure to insist upon strict performance thereof shall be deemed to be a waiver of such term, provision or condition as to any subsequent breach thereof or a waiver of any other term, provision or condition contained in this Agreement. The exercise of any right or remedy hereunder shall not be deemed to preclude or affect the exercise of any other right or remedy provided herein.
- 7.6 Confidentiality. University acknowledges that the intent of federal and state privacy laws is to assure that Confidential Information will remain confidential and will be used only by those with appropriate authority as necessary to fulfill the purpose of this Agreement. University acknowledges that students, faculty and other University representatives may access Confidential Information during the performance of their function under this Agreement. As such, University represents and warrants that its agents, employees and representatives (collectively hereinafter "Representatives") will maintain such information as confidential and will not disclose such information to third parties or other Representatives of University, who do not require the information in order to fulfill this Agreement, except as permitted by law or order of the court. Should University, through its Representatives, for any reason otherwise disclose the information, University will immediately notify Facility. University warrants that it will train all Representatives concerning this provision of the Agreement.
- 7.7 CONFIDENTIAL INFORMATION AND FERPA. Clinical Facility acknowledges and agrees that the information provided by University or others on behalf of University, that directly relates to any University student, including, but without limitation, academic information (e.g., coursework, grades, degrees earned, performance in other external rotations); professional information, (e.g., licenses obtained, suspension, revocation); training and/or certifications (e.g., CPR, OSHA/Bloodborne pathogen); health information (e.g., Hepatitis, TB Testing); health and other insurance information and, the results of any criminal background check and/or drug testing/treatment information, hereinafter ("student information") is protected by the Family Educational Rights and Privacy Act (FERPA) as well as relevant Alabama law in some cases. Facility represents and certifies that it will (1) protect the confidentiality of all student information; and

will not, except with the written consent of the student, (2) use student information for any purpose other than to carry out the purposes of this agreement; or (3) disclose student information except to authorized individuals within its organization who have a legitimate need to know student information in order to carry out the purposes of this agreement.

7.8 HIPAA. The parties agree that:

- (a) the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation");
- (b) to the extent that University students are participating in the Program [and University faculty members are providing supervision at the Facility as part of the Program], such students [and faculty members] shall:
 - 1. be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR 164.103, but shall not be construed to be employees of the Facility;
 - 2. receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the Regulations; and
 - 3. agree not disclose to any unauthorized recipient any Protected Health Information, as that term is defined by 45 CFR 160.103, which a student accessed through Program participation [or a faculty member accessed through the provision of supervision at the Facility] that has not first been de-identified as provided in 45 CFR 164.514(a);
- (c) University will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student [or faculty member] who is acting as part of the Facility's workforce as set forth in Section 15(b) of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR 164.541(a); and
- (d) No services are being provided to the Facility by the University pursuant to this agreement and therefore this agreement does not create a "business associate" relationship as that term is defined in 45 CFR 160.103.

EFFECTIVE as of the date when executed by both parties by their duly authorized officers, thereby binding themselves, their successors and assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement.

RUTHERFORD COUNTY SCHOOLS

FAULKNER UNIVERSITY

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____



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7. FERPA and Confidentiality: Data Ownership. The Contractor shall keep strictly in confidence all information acquired in connection with or as a result of this Contract that is not generally known to others. The Contractor shall keep in strict confidence to the fullest extent required by any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), any and all records and information, in whatever form or format received, pertaining to the District's individual students. The Contractor shall not publish confidential information or any other information which identifies students, employees or officers of the District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. In supplementation and not limitation of the foregoing, the District retains and reserves ownership of, and all right, title and interest in, any and all data provided by the District to the Contractor under or in connection with this Contract. The Contractor shall not destroy nor permit the destruction of any District data, except upon the prior express written consent of the District. On the expiration or earlier termination of the Term of this Contract, the Contractor shall promptly and in any event not later than ten (10) business days after request by the District, return to the District all District data then in the possession or control of the Contractor and thereupon the Contractor shall promptly destroy and dispose of any remaining copies of the data in its possession or in the possession of any Subcontractor.

8. Choice of Law and Venue Choice of Law: Use of this web site shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard for its conflict of law provisions. You agree that any legal action or proceeding between you and Insights To Behavior ("ITB") shall be brought exclusively in a federal or state court of competent jurisdiction in the State of Tennessee.

If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

9. Revisions: ITB may revise and update these Terms and Conditions of Use at any time. Please periodically review the terms, conditions, and privacy statements posted on the ITB website. Continued usage of the ITB website will be considered acceptance of any changes. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms on particular pages at this site.

10. Entire Agreement: Except as expressly provided in a particular "legal notice" on the ITB site, these Terms and Conditions of Use constitute the entire agreement between you and ITB with respect to the use of the ITB site and content.

11. Contacting Us: ITB welcomes your questions and comments regarding our Terms and Conditions of Use and anything else on this site. Please e-mail us at communications@insightstobehavior.com.

Briton Education dba Insights To Behavior License and Service Agreement

This License and Services Agreement is made July 8, 2019, and entered between, Briton Education LLC an Oklahoma based company ("ITB") with principal offices at 6620 Acorn Dr, Oklahoma City, OK 73151 and Rutherford County Schools.

Licensee Information

Entity Name: **Rutherford County Schools**
Address: 2240 Southpark Dr
Murfreesboro, TN 37128
Account Phone: 615-893-5812
Account Website:

Licensee Main Contact Information

Contact Name(s): Angela Barnes
Contact Role: Special Ed Program Specialist
Phone(s): 615-893-5815 x22040
Contact Email: barnesa@rcschools.net
Contact Fax:
Purchasing/Acctg. Contact:
Phone:
Email:

Agreement Information

Total Agreement Length:	1 Yr	# of Yrs Pre-Paid:	N/A
Agreement Start Date:	July 1, 2019	Agreement End Date:	June 30, 2020
License Fees:	\$90,000	Includes: See Page two for details.	
Support Services:	\$25,0000		
Customized Services:			
Taxes:			
Total Fees:	\$115,000		
Initial Payment:		Due Date:	Upon Receipt
Comments:			

- Agreement Terms:**
- Prices guaranteed not to increase by more than 10% in each year of this agreement.
 - Fees due upon invoice unless otherwise specified.
 - Site licenses are transferable (from one site to another) at the start of each fiscal year with approval from ITB

Licensee shall pay all sales, use and excise taxes, and all other taxes, duties, and, if applicable, levies on imports or exports relating to, or under, this Agreement (exclusive of taxes based on ITB's net income), unless Licensee is exempt from the payment of such taxes and provides ITB or one of its partner organizations with evidence of such exemption. All amounts in this Agreement and any Exhibits included are in US dollars and payable in US dollars. Cancellation of pre-paid agreements will result in full price subscription fees being charged.

Execution of Service Agreement

By signing below you certify that you have read and agree to the Terms and Conditions and any Addendums of this License and Services Agreement and you further certify that you are authorized to sign this Agreement on behalf of the Subscribing Institution and are hereby committing the Licensee Institution to be bound by this Agreement. **Please return a signed copy to: ITB/Insights To Behavior - Fax: 800-507-2881.**

By signing this agreement, I agree to all Terms and Conditions of this License and Service Agreement

Licensee/Customer

Name (Print): _____ Title (Print): _____
Date of Signing: _____ Signature: _____

Please fax this signed form to: (800)507-2881

Or mail to: Briton Education dba Insights To Behavior, 6620 Acorn Dr, Oklahoma City, OK 73151

For Internal Purposes Only				
ITB Quote/Invoice #:				
ITB Sales Contact:	Kenton Levings 405-590-1685			
Customer PO#:		Contract #		
Reviewed By:	Implementation:	Sales:	Admin:	

Annual License Subscription Information

Offering	Quantity	Description	Unit Price	Extension
Insight To Behavior	1	District License (Unlimited Training workshops and Behavior Intervention Plans, Skills Plans, and teacher resources.)	\$90,000	\$90,000
Training	10	Onsite Training	\$2,500	\$25,000
Total			Grand total	\$115,000

License Grant

The license(s) granted under this Agreement are expressly conditioned on the Licensee's compliance with each of the following conditions:

- a. Only a Licensee staff member who has been provided with a user ID and password is authorized as an "Authorized User" to use Insights To Behavior from any point of access to the Internet.
- b. Authorized Users may use INSIGHTS TO BEHAVIOR with codes provided by ITB, to gain entry into INSIGHTS TO BEHAVIOR for which they have been licensed and neither the Licensee nor any Authorized Users may copy any portion of the INSIGHTS TO BEHAVIOR content except for purposes of creating training materials for internal district use to train users to operate the application.
- c. The Licensee may not copy any portion of INSIGHTS TO BEHAVIOR content, or allow any Authorized Users to copy any portion of INSIGHTS TO BEHAVIOR content, unless expressly permitted in writing by ITB.
- d. Only Licensee and Licensee's Authorized Users are permitted to access INSIGHTS TO BEHAVIOR. Licensee shall assure that all use by Authorized Users of INSIGHTS TO BEHAVIOR shall be pursuant to the terms and conditions of this Agreement.
- e. Licensee may not resell, transfer, assign, sublicense, pledge, lease, rent or share INSIGHTS TO BEHAVIOR or their rights to access INSIGHTS TO BEHAVIOR hereunder or disclose any portion of INSIGHTS TO BEHAVIOR content to any third party, unless expressly permitted under this Agreement or with prior written permission from ITB.
- f. Licensee shall comply to the terms as they appear in this agreement and not change, modify, disassemble, decompile, "unlock," reverse engineer or in any manner decode the system.
- g. This Agreement will be governed by the laws of Tennessee without regard to its conflict of laws principles. The parties waive all rights to object to venue in said courts. In the event that any provision or provisions of this Agreement will be held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties.

The data used in the Licensee's application of the INSIGHTS TO BEHAVIOR software is the exclusive property of the Licensee. ITB will not use any of this data, outside of supporting the Licensee's, without written permission from Licensee. In addition ITB will take reasonable steps, consistent with the sensitivity of the data, and to be consistent with ITB's Privacy Policies.

		2019/20				Attend.
Func	Func_obj	Budget	Increases	Decreases	Amended Budget	
72110	72110-196	-	4,200	-	4,200	
72110	72110-201	32,137	260	-	32,397	
72110	72110-204	54,473	427	-	54,900	
72110	72110-212	7,543	61	-	7,604	
72110 Total		875,359	4,948	-	880,307	
72410	72410-162	1,840,059	-	4,200	1,835,859	
72410	72410-201	1,021,809	-	260	1,021,549	
72410	72410-204	1,704,434	-	427	1,704,007	
72410	72410-212	239,827	-	61	239,766	
72410 Total		23,637,510	-	4,948	23,632,562	
Grand Total		416,262,785	4,948	4,948	416,262,785	

This budget amendment of \$4,948 is to cover costs for in-house training sessions for school employees to be instructed on new attendance software to more accurately capture student attendance numbers. The new attendance software has additional features to meet State reporting requirements

Recommended motion – to approve the transfer of budgeted funds to cover the costs of in-house training sessions for new attendance software.

Bill C. Spurlock, Director of Schools

Jim Estes, Chairman of the Board

Approved by the Rutherford County Board of Education July 25th, 2019

					Disproportionality
Func	Func_obj	2019/20 Budget	Increases	Decreases	Amended Budget
72130	72130-124	-	150,000	-	150,000
72130	72130-130	160,257	53,706	-	213,963
72130	72130-163	-	50,012	-	50,012
72130	72130-189	1,640,770	105,024	-	1,745,794
72130	72130-201	501,092	22,321	-	523,413
72130	72130-204	851,635	37,975	-	889,610
72130	72130-206	4,609	30	-	4,639
72130	72130-207	1,135,665	29,500	-	1,165,165
72130	72130-212	117,608	5,632	-	123,240
72130	72130-370	29,959	25,000	-	54,959
72130 Total		11,758,115	479,200	-	12,237,315
72210	72210-471	-	95,000	-	95,000
72210	72210-524	180,600	223,349	-	403,949
72210 Total		13,613,652	318,349	-	13,932,001
82xxx Total		1,039,391	-	-	1,039,391
Grand Total		416,262,785	797,549	-	417,060,334

Additional Positions using transfer out funds for CCEIS (Comprehensive Coordinated Early Intervention Services).

The following positions have been budgeted for using Transfer Out Funds of \$1,236,060 to address disproportionality of discipline for students with disabilities. These positions are in addition to the positions previously discussed in the FY 19-20 GP Budget.

1. Additional Instruction Liaison to address discipline due to academic needs.
2. Additional Behavior Educational Assistants to assist with staff with individual student behavioral needs (2 positions).
3. Remainder of transferred funds (\$438,511) to be restricted in GP Fund balance for future project use.

Recommended motion – Approve positions budgeted through Transfer Out Funds (CCEIS) using IDEA Part B funds to address Disproportionality of Discipline for Students with Special Needs.

Bill C. Spurlock, Director of Schools

Jim Estes, Chairman

Approved by the Rutherford County Board of Education July 25, 2019

RESTATED AGREEMENT FOR LEGAL SERVICES

This Restated Agreement for Legal Services is made and entered into this _____ day of _____, 2019 by and between the Rutherford County Board of Education ("Board of Education"), Jeff Reed ("Reed"), and Hudson, Reed & McCreary, PLLC ("Law Firm").

WITNESSETH:

WHEREAS, Reed and Law Firm have served as legal counsel for the Board of Education for over twenty-five (25) years; and

WHEREAS, the Board of Education, Reed, and Law Firm desire to restate and confirm Reed's and Law Firm's representation as attorneys to the Board of Education on the terms provided hereinbelow;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree:

1. Reed and Law Firm shall serve as attorneys to the Board of Education during the Term of this Agreement.

2. The term of this Agreement shall be for a term of one (1) year ("Term") which shall automatically renew for an additional one (1) year term until terminated as provided in this section. The parties agree that any party may terminate its obligations under this Agreement upon thirty (30) days advance written notice to the other parties.

3. As compensation for legal services during the July 1, 2019 through June 30, 2020 term, the Board shall pay a monthly retainer fee in the amount of \$3,458.09 to Reed or Law Firm each month during said Term, as instructed by Reed, to cover 200 hours of legal services during said Term. The Board of Education shall pay Reed and Law Firm for any legal services rendered in excess of 200 hours during the Term at the rate of \$207.48 per hour. In addition, the Board of Education shall reimburse Reed and Law Firm for any costs incurred in regards to the legal representation of the Board of Education which shall include, but not be limited to, annual membership fees and training in school attorneys associations, education law seminars, the National School Board Association, and the Tennessee School Board Association. Unless otherwise amended by written agreement, the above-referenced monthly retainer and hourly rates shall increase at the rate of four percent (4%) upon each annual renewal.

EXECUTED on the date first written above.

RUTHERFORD COUNTY BOARD OF
EDUCATION

BY: _____

JIM ESTES, Chairman

HUDSON, REED & MCCREARY, PLLC

BY: _____

JEFF REED, Member

JEFF REED, Attorney

Rockvale Middle School

**Principal
Mr. Fred Barlow**

6543 Highway 99
Rockvale, TN 37153



**Assistant Principals
Dr. Kelly Newberry
Dr. Carol Parker**

Phone (615) 904-6745
Fax (615) 904-6746

To Whom It May Concern,

Rockvale Middle School would like to install two awnings in our school building. One would be placed over the guidance office door and the other would be placed over our bookstore. Both would be paid for by the school with no expenses requested from the School Board.

Thank you,


Fred Barlow
Principal
Rockvale Middle School



SIGNS
SHIRTS
AWNINGS
EMBROIDERY
ADVERTISING
615.893.7665

QUOTATION

Quote Number: 3052
Quote Date: Jun 24, 2019
Page: 1

626 W. COLLEGE ST | MURFREESBORO, TN 37130

Quoted To:

ROCKVALE MIDDLE SCHOOL
6543 HIGHWAY 99
ROCKVALE, TN 40100

Customer ID	Good Thru	Payment Terms	Sales Rep
9046745	7/24/19	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		GUIDANCE AWNING- NEW TRADITIONAL FIXED AWNING: 52"W X 32"P X 30"H X 6"V. COLOR: TBD.	538.62	538.62
1.00		ART (GUIDANCE): ROCKVALE LOGO ON TOP (COLOR: TBD). GUIDANCE ON LEFT SIDE (COLOR: WHITE) *PRICE IS FOR ONE COLOR	182.25	182.25
1.00		BOOK STORE AWNING- NEW TRADITIONAL FIXED AWNING: 48"W X 32"P X 30"H X 6"V. COLOR: TBD.	532.49	532.49
1.00		ART (BOOK STORE): ROCKVALE LOGO ON TOP (COLOR: TBD). BOOK STORE ON VALANCE (COLOR: WHITE) *PRICE IS FOR ONE COLOR	182.25	182.25
2.00		INSTALL: \$45 PER MAN HOUR. ESTIMATED 1 MAN/ 2 HOURS. 50% LESS DEPOSIT.	45.00	90.00
Subtotal				1,525.61
Sales Tax				
Freight				
TOTAL				1,525.61



REGIONAL MAP

LOCATION MAP

SCOPE OF WORK

CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, TOOLS, TRANSPORTATION ETC. TO FULLY EXECUTE WORK. WORK REQUIREMENTS DETAILED ON DRAWINGS AND SPECIFICATIONS AND SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING ITEMS:

NEW AT&T TELECOMMUNICATIONS SMALL CELL SITE.

THIS PROJECT CONSISTS OF THE FOLLOWING:
THE SCOPE OF THIS PROJECT IS TO INSTALL A METAL POLE AND ASSOCIATED ELECTRICAL COMPONENTS AND MOUNTING BRACKETS AS REQUIRED

- INSTALL (1) CONCEALMENT SHROUD
- INSTALL (1) OMNI ANTENNA
- INSTALL (3) REMOTE RADIO HEADS

DEPARTMENT	NAME/SIGNATURE	DATE
CARRIER		
CONSTRUCTION MANAGER		
CONSULTANT		
CONSTRUCTION MANAGER		
SITE ACQUISITION		
PROPERTY OWNER		
CONTRACTOR		

POLYGON NAME:
CRAN_RTNK_SMY01

STRUCTURE NUMBER
003

STRUCTURE TYPE:
NEW METAL POLE

ADDRESS:
**200 RED HAWK BOULEVARD
SMYRNA, TN 37167**

PREPARED FOR:

**AT&T**

PROJECT MANAGER



PREPARED BY:



PROJECT INFORMATION

STRUCTURE TYPE:	NEW METAL POLE
LATITUDE (NAD83):	N 35° 55' 39.6559" (35.9276822°)
LONGITUDE (NAD83):	W 86° 33' 42.1964" (-86.5617212°)
ELEVATION:	583.54' AMSL
STRUCTURE HEIGHT:	31' AGL
AREA OF CONSTRUCTION:	R.O.W.
OCCUPANCY TYPE:	U
A.D.A. COMPLIANCE:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
STRUCTURE OWNER:	AT&T
OWNER SITE NUMBER:	TBD
APN #:	TBD
COUNTY:	RUTHERFORD
APPLICANT:	AT&T WIRELESS
PROJECT MANAGER:	KEVIN YOUNGBLOOD KEVIN.YOUNGBLOOD@MASTEC.COM
ENGINEER:	CHRIS PLY, PE, SE CHRIS.PLY@ETS-PLLC.COM

MASTEC NETWORK SOLUTIONS
1975 JOE B. JACKSON PKWY.
MURFREESBORO, TN 37127

ENGINEERED TOWER SOLUTIONS, PLLC
3227 WELLINGTON COURT
RALEIGH, NC 27615

CODES COMPLIANCE

2012 INTERNATIONAL BUILDING CODE W/ LOCAL AMENDMENTS

2009 INTERNATIONAL ENERGY CONSERVATION CODE

2012 NATIONAL ELECTRICAL CODE W/ LOCAL AMENDMENTS

2012 INTERNATIONAL FIRE CODE W/ LOCAL AMENDMENTS

2012 INTERNATIONAL MECHANICAL CODE W/ LOCAL AMENDMENTS

2012 INTERNATIONAL PLUMBING CODE W/ LOCAL AMENDMENTS

2012 INTERNATIONAL FUEL GAS CODE W/ LOCAL AMENDMENTS

ALL WORK SHALL COMPLY WITH APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION (AHJ). THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN.

IN THE EVENT OF CONFLICT BETWEEN LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.


INDEX OF SHEETS

SHEET #'s	SHEET TITLES
T-1	TITLE SHEET & PROJECT INFORMATION
GN-1	GENERAL NOTES I
GN-2	GENERAL NOTES II
A-1	PHOTO SIMULATIONS AND SITE PLANS
A-2	SITE ELEVATIONS AND DETAILS
D-1	EQUIPMENT SPECIFICATIONS




CALL BEFORE YOU DIG
811
OR 1-800-351-1111
HTTP://WWW.TENN811.COM

PREPARED FOR:




PREPARED BY:



ENGINEERED TOWER SOLUTIONS, PLLC
3227 WELLINGTON COURT
RALEIGH, NC 27615
OFFICE: (919) 782-2710
FAX: (919) 435-0631

PROFESSIONAL LICENSURE



I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES AND ORDINANCES.




PROJECT INFORMATION

DRAWING BY:	ZH	CHECKED BY:	JD
ORIGINAL SUBMITTAL:	4/4/2019		
STRUCTURE OWNER:	AT&T		
POLYGON NAME:	CRAN_RTNK_COL02	STRUCTURE NUMBER:	003
LATITUDE:	N 35° 55' 39.6559" (35.9276822°)		
LONGITUDE:	W 86° 33' 42.1964" (-86.5617212°)		
ADDRESS	200 RED HAWK BOULEVARD SMYRNA, TN 37167		
ETS NUMBER:	191309.16	PAGE:	T-1
TITLE:	TITLE SHEET & PROJECT INFORMATION		

REVISIONS

REV.	DATE	DESCRIPTION
0	4/4/2019	FOR CONSTRUCTION

THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE GROUND STRUCTURES, AND/OR EXISTING UTILITIES BELIEVED TO BE IN THE WORKING AREA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL UTILITIES, PIPELINES, AND OTHER STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AND ENGINEER AT THE CONTRACTORS EXPENSE.

<div>GENERAL NOTES</div> <div><div><div>1. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND AT&T PROJECT SPECIFICATIONS.</div><div>2. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.</div><div>3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.</div><div>4. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.</div><div>5. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.</div><div>6. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.</div><div>7. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.</div><div>8. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.</div><div>9. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFIRM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.</div><div>10. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.</div><div>11. ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.</div><div>12. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.</div><div>13. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEViate FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.</div><div>14. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.</div><div>15. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.</div></div></div> <div><div>GENERAL NOTES</div><div><div>16. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.</div><div>17. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.</div><div>18. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.</div><div>19. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.</div><div>20. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A OT 2-A:10-B:C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.</div><div>21. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.</div><div>22. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.</div><div>23. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.</div><div>24. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.</div><div>25. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUNDING. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.</div><div>26. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.</div><div>27. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.</div><div>28. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.</div><div>29. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.</div><div>30. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.</div><div>31. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).</div><div>32. STRUCTURE IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS.</div><div>33. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.</div></div></div> <div><div>GENERAL NOTES</div><div><div>34. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST REVISION AT&T MOBILITY GROUNDING STANDARD "TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSM/GPRS WIRELESS SITES" AND "TECHNICAL SPECIFICATION FOR FACILITY GROUNDING". IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.</div><div>35. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.</div><div>36. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.</div><div>37. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.</div><div>38. ALL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.</div><div>39. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.</div></div><div>ANTENNA MOUNTING</div><div><div>40. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.</div><div>41. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.</div><div>42. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.</div><div>43. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.</div><div>44. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.</div><div>45. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.</div><div>46. PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNTILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- 5% AS DEFINED BY THE RFDS. ANTENNA DOWNTILTS SHALL BE WITHIN +/- 0.5% AS DEFINED BY THE RFDS. REFER TO ND-00246.</div></div><div>TORQUE REQUIREMENTS</div><div><div>47. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.</div><div>48. ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.<div>A. RF CONNECTION BOTH SIDES OF THE CONNECTOR.</div><div>B. GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.</div></div><div>49. ALL 8M ANTENNA HARDWARE SHALL BE TIGHTENED TO 9 LB-FT (12 NM).</div><div>50. ALL 12M ANTENNA HARDWARE SHALL BE TIGHTENED TO 43 LB-FT (58 NM).</div><div>51. ALL GROUNDING HARDWARE SHALL BE TIGHTENED UNTIL THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.</div><div>52. ALL DIN TYPE CONNECTIONS SHALL BE TIGHTENED TO 18-22 LB-FT (24.4-29.8 NM).</div><div>53. ALL N TYPE CONNECTIONS SHALL BE TIGHTENED TO 15-20 LB-IN (1.7-2.3 NM).</div></div></div> <div><div>PREPARED FOR:</div><div></div><div>PREPARED BY:</div><div><div>ENGINEERED TOWER SOLUTIONS, PLLC 3227 WELLINGTON COURT RALEIGH, NC 27615 OFFICE: (919) 782-2710 FAX: (919) 435-0631</div></div><div>PROFESSIONAL LICENSURE</div><div><div>4/4/2019 I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES AND ORDINANCES.</div></div><div>PROJECT INFORMATION</div><div><div>DRAWING BY: ZH</div><div>CHECKED BY: JD</div><div>ORIGINAL SUBMITTAL: 4/4/2019</div><div>STRUCTURE OWNER: AT&T</div><div><div>POLYGON NAME: CRAN_RTINK_COL02</div><div>STRUCTURE NUMBER: 003</div></div><div><div>LATITUDE: N 35° 55' 39.6559" (35.9276822°)</div><div>LONGITUDE: W 86° 33' 42.1964" (-86.5617212°)</div></div><div>ADDRESS 200 RED HAWK BOULEVARD SMYRNA, TN 37167</div><div><div>ETS NUMBER: 191309.16</div><div>PAGE: GN-1</div></div><div>TITLE:</div></div><div>GENERAL NOTES I</div><div>REVISIONS</div><div><table><tr><th>REV.</th><th>DATE</th><th>DESCRIPTION</th></tr><tr><td>0</td><td>4/4/2019</td><td>FOR CONSTRUCTION</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table><div>THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE GROUND STRUCTURES, AND/OR EXISTING UTILITIES BELIEVED TO BE IN THE WORKING AREA. 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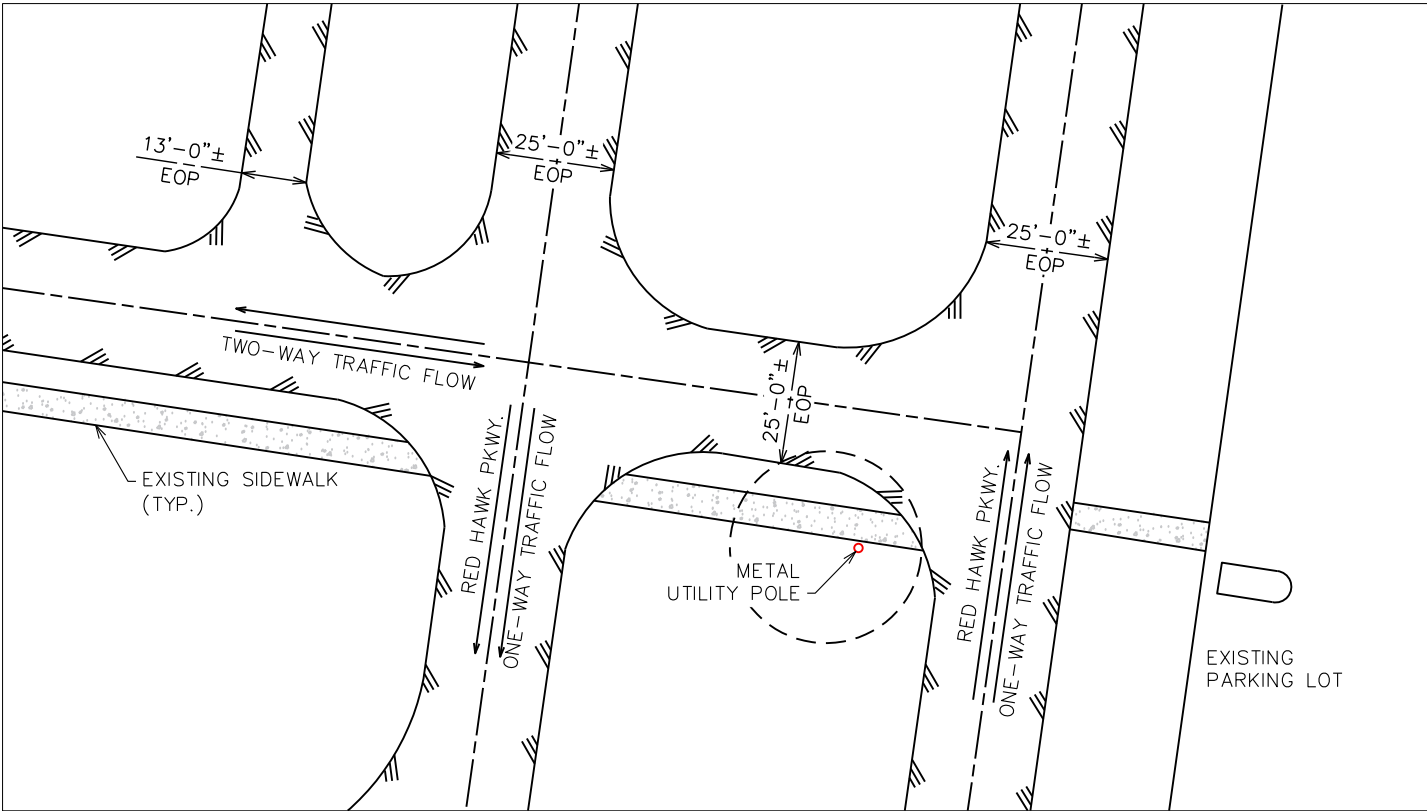
<div>COAXIAL CABLE NOTES</div> <div><div>54. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.</div><div>55. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.</div><div>56. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD" ND-00027 LATEST VERSION.</div><div>57. COAXIAL CABLE NOTES</div><div>58. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.</div><div>59. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.</div><div>60. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD" ND-00027 LATEST VERSION.</div><div>61. ALL JUMPERS TO THE ANTENNAS SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6'-0".</div><div>62. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0" OC.</div><div>63. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.</div><div>64. CONTRACTOR SHALL WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE. WEATHERPROOFING SHALL BE COMPLETED IN STRICT ACCORDANCE WITH AT&T STANDARDS.</div></div>	<div>FIBER & POWER CABLE MOUNTING</div> <div><div>72. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY. WHEN INSTALLING FIBER OPTIC TRUNK CABLES INTO A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN INTER DUCT AND A PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE 600 VOLT CABLES AND THE INTER DUCT IN ORDER TO SEGREGATE CABLE TYPES. OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (60) SIXTY FEET AND SECURELY FASTENED TO THE CABLE TRAY SYSTEM. NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.</div><div>73. THE TYPE TC-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET. AN EXCEPTION; WHERE TYPE TC-ER CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO MAKE A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHICH ARE SERVING UTILIZATION EQUIPMENT OR DEVICES, A DISTANCE (6) SIX FEET SHALL NOT BE EXCEEDED WITHOUT CONTINUOUS SUPPORTING. NFPA 70 (NEC) ARTICLES 336 AND 392 RULES SHALL APPLY.</div><div>74. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.</div></div>	<div>ROW CONSTRUCTION NOTE STANDALONE</div> <div><div>75. NO BOLT THREADS TO PROTRUDE MORE THAN 1-1/2" [.038M].</div><div>76. 90 SHORT SWEEPS UNDER ANTENNA ARM. ALL CABLES MUST ONLY TRANSITION ON THE INSIDE OR BOTTOM OF ARMS (NO CABLE ON TOP OF ARMS).</div><div>77. USE 90 CONNECTOR AT CABLE CONNECTION TO ANTENNAS.</div><div>78. PLACE GPS ON ARM WITH SOUTHERN SKY EXPOSURE AT MINIMUM 6' [1.83] FROM TRANSMIT ANTENNA, WHICH IS 24" [.61M] AWAY FROM CENTER OF POLE.</div><div>79. USE 1/2" [.013M] CABLE ON ANTENNAS UNLESS OTHERWISE SPECIFIED.</div><div>80. FILL VOID AROUND CABLES AT CONDUIT OPENING WITH FOAM SEALANT TO PREVENT WATER INTRUSION.</div></div>	<div>PREPARED FOR:</div> <div></div> <div>PREPARED BY:</div> <div><div>ENGINEERED TOWER SOLUTIONS, PLLC 3227 WELLINGTON COURT RALEIGH, NC 27615 OFFICE: (919) 782-2710 FAX: (919) 435-0631</div></div> <div>PROFESSIONAL LICENSURE</div> <div><div>4/4/2019 I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES AND ORDINANCES.</div></div> <div>PROJECT INFORMATION</div> <div><div>DRAWING BY: ZH</div><div>CHECKED BY: JD</div><div>ORIGINAL SUBMITTAL: 4/4/2019</div><div>STRUCTURE OWNER: AT&T</div><div><div>POLYGON NAME: CRAN_RTINK_COL02</div><div>STRUCTURE NUMBER: 003</div></div><div><div>LATITUDE: N 35° 55' 39.6559" (35.9276822°)</div><div>LONGITUDE: W 86° 33' 42.1964" (-86.5617212°)</div></div><div>ADDRESS 200 RED HAWK BOULEVARD SMYRNA, TN 37167</div><div><div>ETS NUMBER: 191309.16</div><div>PAGE: GN-2</div></div><div>TITLE: GENERAL NOTES II</div></div> <div>REVISIONS</div> <div><table><thead><tr><th>REV.</th><th>DATE</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td>0</td><td>4/4/2019</td><td>FOR CONSTRUCTION</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table></div> <div>THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE GROUND STRUCTURES, AND/OR EXISTING UTILITIES BELIEVED TO BE IN THE WORKING AREA. 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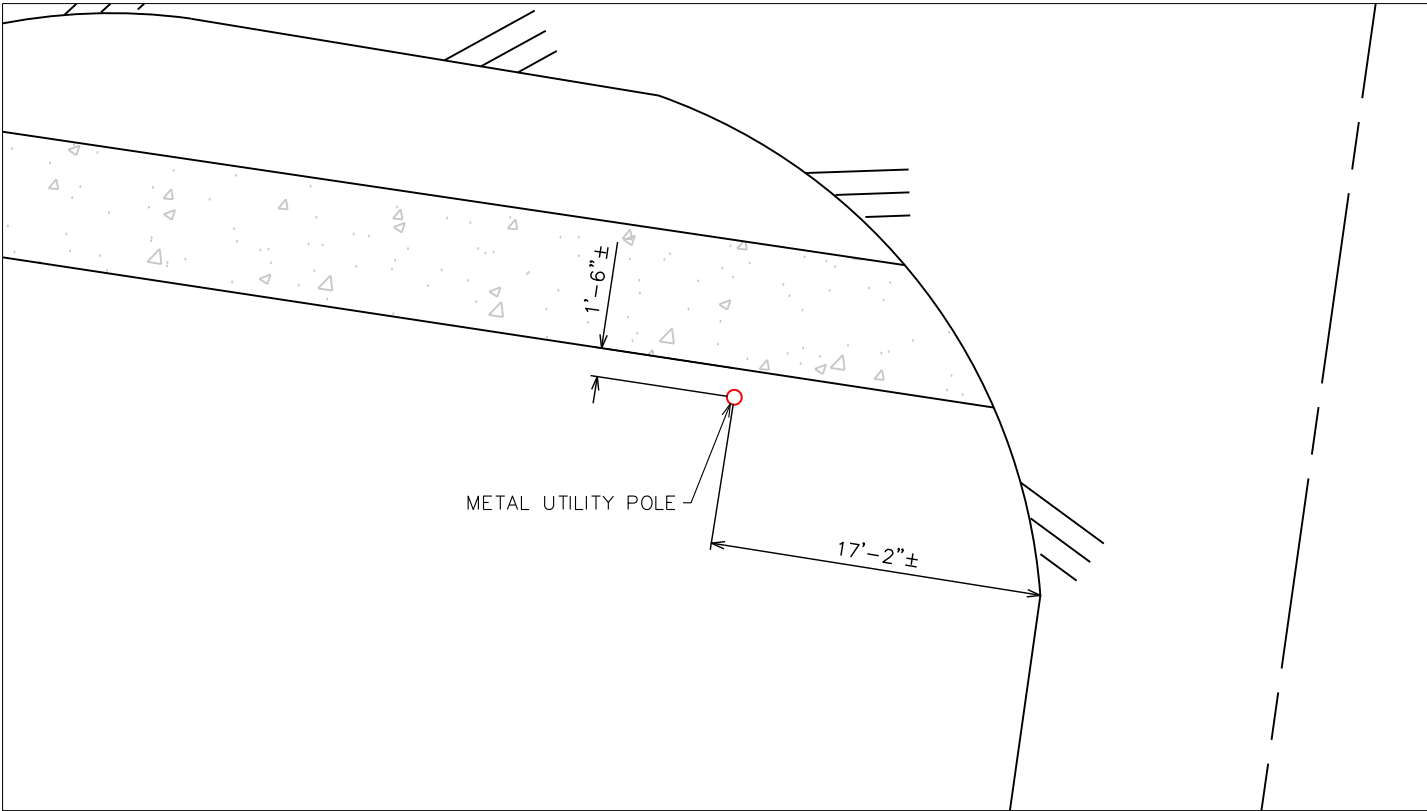
PHOTO SIMULATION I
SCALE: NTS



PHOTO SIMULATION II
SCALE: NTS




OVERALL POLE SITE PLAN
SCALE: 1" = 40'




DETAILED POLE SITE PLAN
SCALE: 1" = 10'

PREPARED FOR:




PREPARED BY:



ENGINEERED TOWER SOLUTIONS, PLLC
ENGINEERED TOWER SOLUTIONS, PLLC
3227 WELLINGTON COURT
RALEIGH, NC 27615
OFFICE: (919) 782-2710
FAX: (919) 435-0631

PROFESSIONAL LICENSURE



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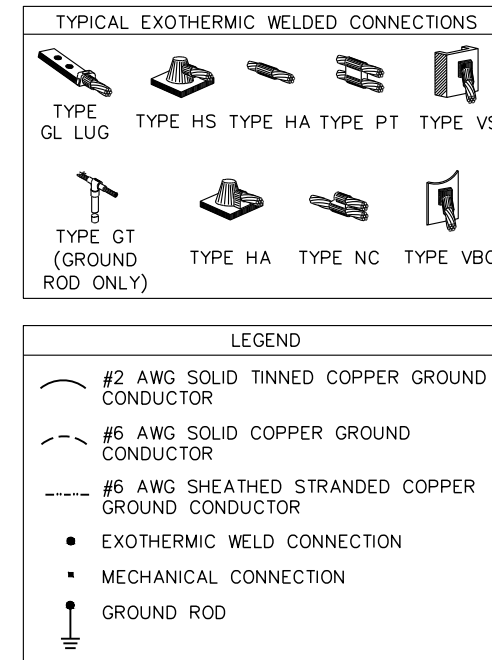
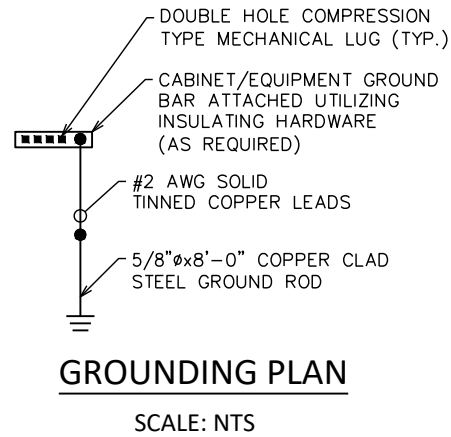
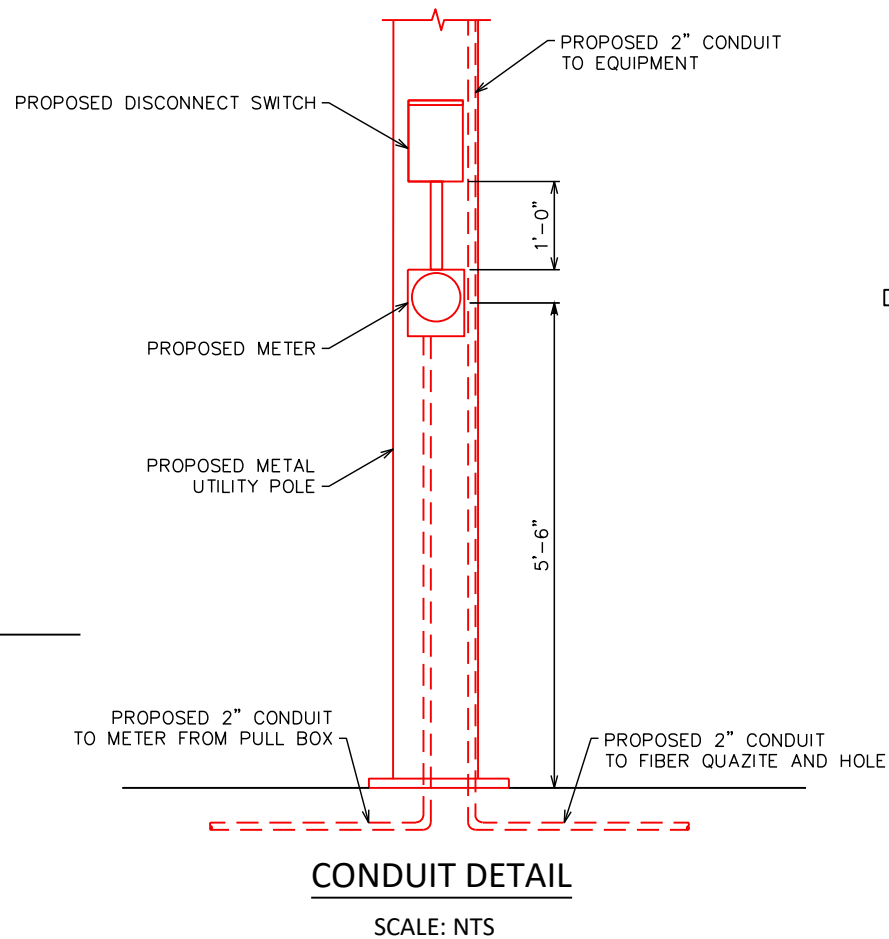
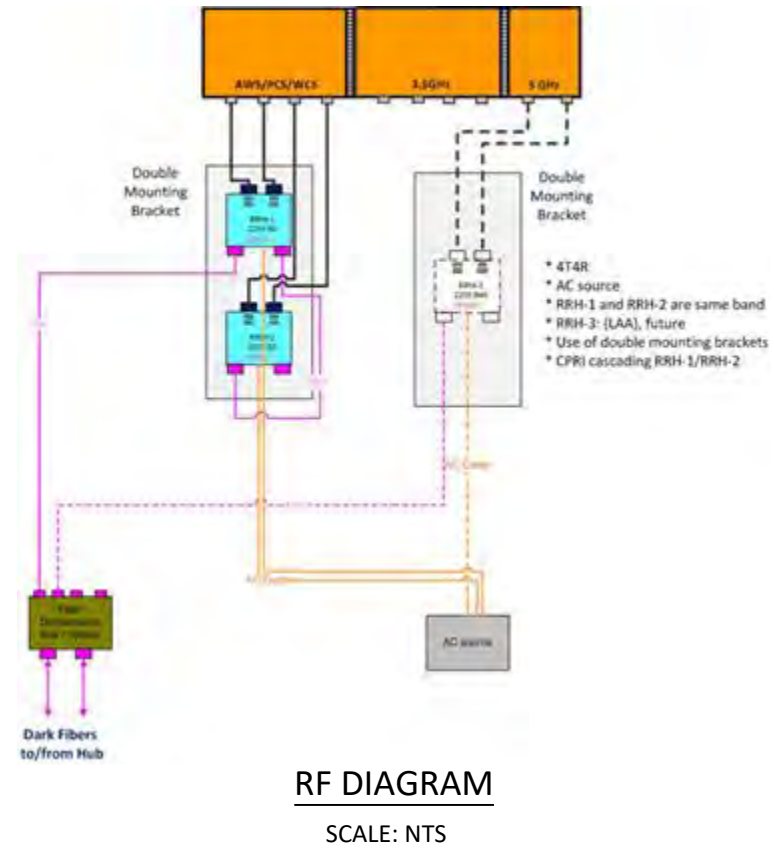
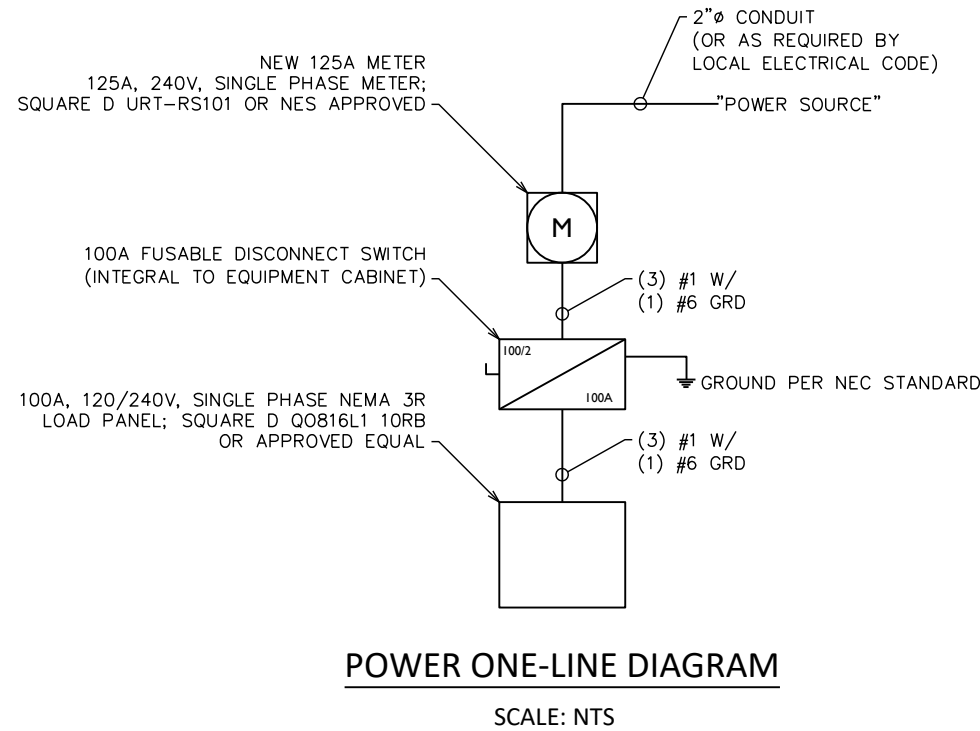
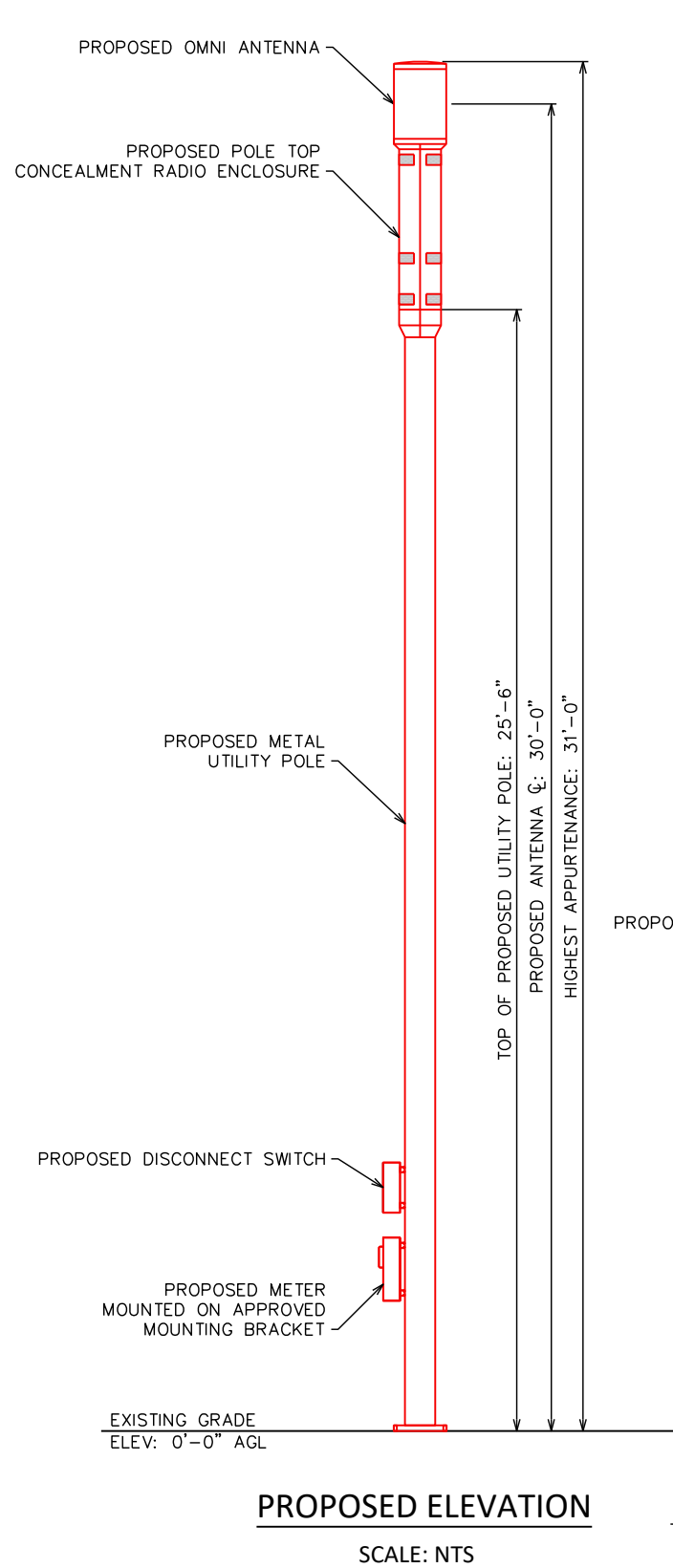
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TITLE: PHOTO SIMULATIONS AND SITE PLANS			

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PREPARED FOR:

AT&T

PREPARED BY:

ETS
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SOLUTIONS, PLLC

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PROFESSIONAL LICENSURE

CHRISTOPHER J. ZHANG
REGISTERED ENGINEER
AGRICULTURE
STATE OF TENNESSEE
No. 00110558
4/4/2019

I HEREBY CERTIFY THAT THESE PLANS WERE
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Ace Omnidirectional SmallCell Antennas

- Quasi-omni radiation patterns for smallcells
- 12-Port, Quasi-omni Outdoor Canister Antennas
- Multiband, 12 port Fixed Antenna

	898 - 894	1695 - 2400	3550 - 3760	5150 - 5925
Ports	2 ports	4 ports	4 ports	2 ports
Gain, maximum [dBi]	+45°	+45°	+45°	+45°
Beamwidth, Frontal [°]	360°	360°	360°	360°
Beamwidth, Lateral [°]	36°	20°	27°	24°

ELECTRICAL SPECIFICATIONS				
Frequency Range [MHz]	898-894	1695-2400	3550-3760	5150-5925
Gain, maximum [dBi]	4.5	9.0	8.0	5.5
Beamwidth, Frontal [°]	360°	360°	360°	360°
Beamwidth, Lateral [°]	36°	20°	27°	24°
Polarization [°]	0°	0°	0°	0°
Impedance [Ω]	50	50	50	50
VSWR	< 1.5:1	< 1.5:1	< 1.5:1	< 1.5:1
Cross Polar Rejection [dB]	> 20	> 20	> 20	> 20
Passive Intermodulation [2x13 dBm Carrier @40]	< -153	< -153	< -153	< -153
Light protection	DC Ground	DC Ground	DC Ground	DC Ground
Maximum Effective Power Per Port [W]	50	50	50	50

MECHANICAL SPECIFICATIONS	
Antenna Dimensions: Length, Diameter [mm]	610 x 381 (24.0" x 15.0")
Weight [kg]	33.07 lbs / 15.0 kg
Connector Type	4.3-10 type Female
Connector Quantity	12
Wind Load, Calculation [mph]	93.2
Windload, Frontal [N]	175.3 (39.5 lb)
Windload, Lateral [N]	175.3 (39.5 lb)
Maximum Wind Speed [mph]	241 (100 mph)
Radome Material	Polycarbonate, UV resistant
Radome Color	Light gray



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ACOM-2F15D-12P-R2, 12-Port, Quasi-omni Outdoor Canister Antennas

LAYOUT OF INTERFACE (BOTTOM VIEW)

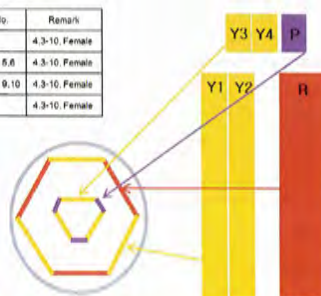


ANTENNA LAYOUT



CORRELATION TABLE

Color code	Column	Frequency	Connector No.	Remark
Y1	R1	898-894 MHz	R1: 1, 2	4.3-10, Female
Y1, Y2	Y1, Y2	1695-2400 MHz	Y1: 3, 4 / Y2: 5, 6	4.3-10, Female
Y3, Y4	Y3, Y4	3550-3760 MHz	Y3: 7, 8 / Y4: 9, 10	4.3-10, Female
P1	P1	5150-5925 MHz	P1: 11, 12	4.3-10, Female



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ANTENNA SPECIFICATIONS

N.T.S.

Technical Specifications Radio 2203

FREQUENCY BANDS

Bands: 3GPP Bands B1 (W/L), B3 (L), B3C (W/L), B8 (W/L), B66A (W/L), B5 (W/L), B2/B25 (W/L), B12 (L), B13 (L) and B7 (L)

HW CAPACITY

Carrier capacity WCDMA: Up to 4 carriers
Carrier capacity LTE: Up to 40 MHz
IBW: B1, B3 and B66A 45 MHz, B2/B25 and B7 40 MHz, B3C, B8, B5, B12 and B13 Full band
MIMO: Yes, 2T/2R
Output power: Up to 2 x 5 W

INTERFACE SPECIFICATIONS

Antenna Ports: 2 x 4.3-10 (f)
CPRI: 2 x 2.5/5/10 Gbps (exchangeable SFP modules)
Optical indicators: 6
External alarms: 2
Field ground: 1

MECHANICAL SPECIFICATIONS

W x H x D: 200 mm x 200 mm x 100 mm including mounting bracket and esthetic front cover
Weight: < 4.5 kg
Volume: 4 l
Mounting: Wall and pole mount

ELECTRICAL SPECIFICATIONS

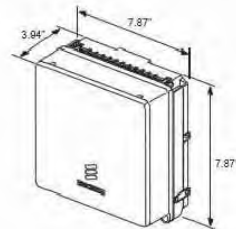
Power Supply: -48 VDC or 100 - 250 VAC

ENVIRONMENTAL SPECIFICATIONS

Normal operating temp.: -40 °C to +55 °C (cold start at -40 °C)
Relative Humidity: 5 - 100%
Environment: Outdoor class with IP65

RADIO 2203

N.T.S.



TECHNICAL SPECIFICATIONS RADIO 2205

FREQUENCY BANDS: 3GPP bands B41

HW CAPACITY:
Carrier capacity LTE: Up to 40 MHz
IBW: 40 MHz TDD
MIMO: Yes, 2T/2R
Output power: Up to 2 x 5W

INTERFACE SPECIFICATIONS:

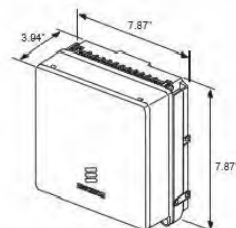
Power supply: -48 VDC or 100-250 VAC
Antenna Ports: 2 x 4.3-10(f)
CPRI: 2 x 10 Gbps (exchangeable SFP modules)
6 x optical indicators
2 x external alarms
Field Ground

MECHANICAL SPECIFICATIONS:

WxDxH: 200mm x 100mm x 200mm, including mounting bracket and front cover
Weight: < 5kg
Volume: < 4l
Mounting: Wall and , pole mount.

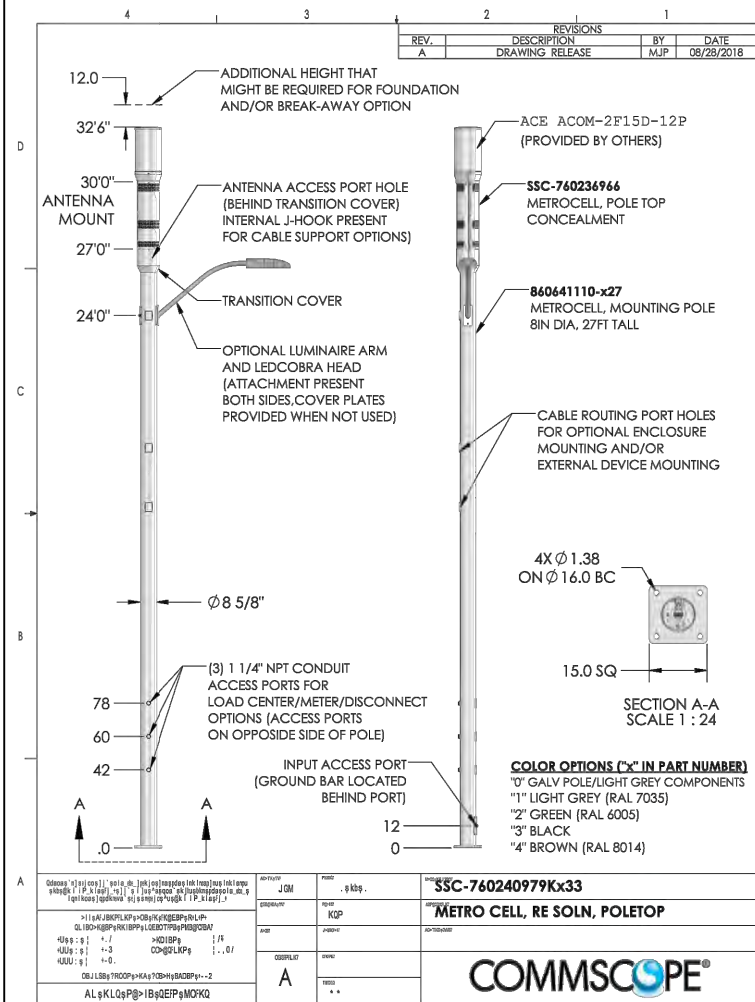
ENVIRONMENTAL SPECIFICATIONS:

Environment: Outdoor class with IP65
Normal operating temp.: -40 - +55 °C (cold start at -40 °C)



RADIO 2205

N.T.S.



COMMSCOPE: SSC-760240979Kx33

SCALE: NTS

PREPARED FOR:

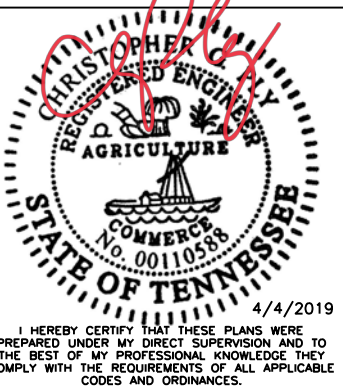


PREPARED BY:



ENGINEERED TOWER SOLUTIONS, PLLC
3227 WELLINGTON COURT
RALEIGH, NC 27615
OFFICE: (919) 782-2710
FAX: (919) 435-0631

PROFESSIONAL LICENSURE



PROJECT INFORMATION

DRAWING BY: ZH CHECKED BY: JD
ORIGINAL SUBMITTAL: 4/4/2019
STRUCTURE OWNER: AT&T
POLYGON NAME: CRAN_RTINK_COL02 STRUCTURE NUMBER: 003
LATITUDE: N 35° 55' 39.6559" (35.9276822°)
LONGITUDE: W 86° 33' 42.1964" (-86.5617212°)
ADDRESS: 200 RED HAWK BOULEVARD SMYRNA, TN 37167

ETS NUMBER: 191309.16 PAGE: D-1

TITLE:

EQUIPMENT SPECIFICATIONS

REVISIONS

REV.	DATE	DESCRIPTION
0	4/4/2019	FOR CONSTRUCTION

THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE GROUND STRUCTURES, AND/OR EXISTING UTILITIES BELIEVED TO BE IN THE WORKING AREA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL UTILITIES, PIPELINES, AND OTHER STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AND ENGINEER AT THE CONTRACTORS EXPENSE.

SMALL CELL LEASE AGREEMENT

This Small Cell Lease Agreement ("Agreement") is made and entered into as of the Effective Date by and between Lessor and Lessee.

SUMMARY OF BUSINESS TERMS

Lessor	
Lessee	New Cingular Wireless PCS, LLC, a Delaware limited liability company
Effective Date	The latest signature date below
Initial Term	Ten (10) years
Extension Terms	Four (4) automatic extensions of five (5) years each
Rent	\$ <u>\$1800</u> per year, commencing on the Initial Term commencement date
Rent Increase	Ten percent (10%) every five (5) years after the Rent commencement date
Attachment(s)	<u>Exhibit 1</u> : Description of Leased Site
Lessor Notice Address	<u>Rutherford County Schools</u> <u>2240 Southpark Drive, Murfreesboro, TN 37128</u>
Lessee Notice Address	New Cingular Wireless PCS, LLC, Attn: TAG-LA; Re: FA#: <u>14840799</u> , Site ID: <u>SMY01_003(State)</u> , 575 Morosgo Drive NE, Atlanta, GA 30324 With a copy to the AT&T Legal Department: New Cingular Wireless PCS, LLC, Attn: AT&T Legal Dept. - Network Operations, Re: FA#: <u>14840799</u> , Site ID: <u>SMY01_003(State)</u> , 208 S. Akard Street, Dallas, TX 75202-4206

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1. GRANT OF LEASE. Lessor hereby grants Lessee a lease of a certain portion of Lessor's property shown on Exhibit 1 to occupy, utilize, replace or upgrade Lessor's property, structures and utility infrastructure pursuant to this Agreement ("Leased Site"). Lessee may use the Leased Site for the transmission and reception of communications signals, and the construction, modification, maintenance, operation, repair, replacement and upgrade of communications equipment and related improvements ("Equipment"). The Equipment shown on Exhibit 1, if any, describes the initial installation only and does not limit Lessee's right to modify the Equipment. Lessee and its agents shall have pedestrian and vehicular access twenty-four (24) hours per day, seven (7) days per week over Landlord's property from the public right of way to the Leased Site.

2. TERM This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for the Initial Term. The Agreement will automatically extend for the Extension Terms unless Lessee provides Lessor written notice of termination at least ninety (90) days prior to the expiration of the Initial Term or the then applicable Renewal Term, as the case may be.

3. RENT, BILLING AND PAYMENT. Rent will commence on the date Lessee starts construction of the Equipment on the Leased Site, and Lessee shall make the first payment of the Rent within ninety (90) days after the parties acknowledge in writing the Rent commencement date. The initial Rent payment will be

prorated from the Rent commencement date until the end of the calendar year, and the final Rent payment will be will be prorated for any partial year, based on a 360-day calculation. All other Rent payments are due on or before January 5 of every calendar year. Rent is for the use of the Leased Site, including the portion of the property, structures, utility infrastructure and utility service described on Exhibit 1. Rent increases by the Rent Increase percentage described above.

4. LESSEE OBLIGATIONS. At its own expense, Lessee shall erect, install, repair and maintain its Equipment in safe condition and good repair in accordance with the requirements and specifications of all applicable laws, rules and regulations in effect on the Effective Date. Lessee shall ensure that its employees and agents which perform work in furtherance of this Agreement are adequately trained and skilled to perform the work as required by this Agreement. Lessee will operate its Equipment in compliance with all FCC regulations regarding radio frequency interference with the radio signal transmissions of Lessor and other third parties in or upon a Leased Site, which transmissions are operated in compliance with all applicable laws, rules and regulations.

5. LESSOR OPERATIONS. Lessor will not, nor will Lessor permit its employees, tenants, licensees, invitees or agents to cause physical or radio frequency interference with Lessee's existing Equipment or Lessee's ability to comply with the terms and conditions of this Agreement. If Lessee reasonably determines that

such interference is occurring, Lessor will meet and confer with Lessee within five (5) days of Lessor's receipt of notice of interference from Lessee, will diligently work in good faith with Lessee to determine the cause of the interference, and will develop workable solutions to resolve the interference in a mutually acceptable manner. Lessor will not grant after the date of this Agreement a lease or any right to any third party if such third party's use may cause physical or radio frequency interference with Lessee's Equipment, Lessee's use of the Leased Site, or Lessee's ability to comply with the terms and conditions of this Agreement.

6. INSURANCE. Lessee shall at its sole expense maintain the following insurance coverage and limits during the Term of this Agreement. Workers' Compensation and Employer's Liability insurance, as required by statute, with Employer's Liability limits of \$500,000 each accident, \$500,000 by disease policy limits, and \$500,000 by disease each employee. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or equivalent, with limits of \$2,000,000 General Aggregate, \$1,000,000 Each Occurrence, \$1,000,000 Each Occurrence - Personal Injury and Advertising Injury, and \$2,000,000 Products/Completed Operations Aggregate. Business Automobile Liability insurance of \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles. Lessee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Lessee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Notwithstanding the foregoing, Lessee may self-insure the required insurance under the same terms and conditions as outlined above.

7. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, EXCEPT THAT THE EXPRESS INDEMNIFICATION OBLIGATIONS MADE BY THE PARTIES IN SECTION 8 OF THIS AGREEMENT SHALL STILL APPLY.

8. INDEMNIFICATION. To the extent permitted by applicable laws, each party shall indemnify and defend the other from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and

other charges and expenditures that the indemnified party may incur, asserted by third parties against the indemnified party by reason of the indemnifying party's negligence, willful misconduct or breach of the terms of this Agreement, including acts or omissions by the indemnifying party's agents, contractors, or subcontractors, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of the indemnified party or by the indemnified party's agents, contractors, or subcontractors.

9. DEFAULT AND REMEDIES. It shall be a default under this Agreement if a party fails to perform any material term or condition of this Agreement where such failure continues for a period of more than sixty (60) days after receipt of written notice from the other party of a detailed description of such failure to perform. Notwithstanding the foregoing, no default will be deemed to exist if a party has commenced to cure the alleged failure to perform within such sixty (60) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the party against whom the failure to perform has been alleged. If a party does not cure its default as allowed herein, the party not in default may thereafter elect to pursue any rights or remedies available at law or in equity.

10. VOLUNTARY TERMINATION. Lessee may terminate this Agreement for any reason or no reason without further liability to Lessor at any time prior to the commencement of construction of the Equipment on the Leased Site. Lessee may terminate this Agreement after the Rent commencement date for any reason or no reason effective upon the later of (i) thirty (30) days' following written notice to Lessor and (ii) the date of removal of the Equipment.

11. CASUALTY. In the event of damage to Leased Site that is reasonably expected to disrupt Lessee's operations for more than forty-five (45) days, Lessee may place a temporary facility, if feasible, at a location equivalent to Lessee's current use of the Leased Site until such time as the Leased Site is restored and the Equipment is returned to full operation. If the parties agree to a permanently relocated Leased Site to be shown on an amended Exhibit 1, Lessee may permanently relocate the Leased Site to the new location and the terms and conditions of this Agreement will continue to apply to the relocated Leased Site.

12. MISCELLANEOUS.

12.1. Notices. All notices, requests and demands hereunder will be given by first class certified mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Lessor Notice Address and Lessee Notice Address above, as

appropriate. Any party may change its address or other contact information by giving written notice of such change to the other. The contact telephone numbers for day to day operations are: Lessor: 615-893-5812, Lessee: 1-800-638-2822.

12.2. Memorandum of Lease. The parties agree to execute, acknowledge and deliver to the other a recordable Memorandum of Lease for this Agreement within fifteen (15) business days after receipt of an accurate and recordable Memorandum of Lease.

12.3. Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

12.4. Survival. The terms and conditions of this Agreement that by their nature require performance by either party after the termination or expiration of this Agreement shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

12.5. Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Lessor and Lessee with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each party acknowledges that the other party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the party against whom any change, amendment or modification is sought to be enforced.

12.6. Dispute Resolution. The parties will attempt in good faith to resolve any dispute under this Agreement through face-to-face negotiations before resorting to other available remedies. If the matter has not been resolved within thirty (30) days of the first face-to-face negotiation session, the parties agree that the dispute

(other than a request injunctive relief) will be resolved through final and binding arbitration, which shall be the exclusive remedy. The arbitration shall be conducted in accordance with the Rules and Procedures of the American Arbitration Association (if the parties have not agreed to use a different arbitration process), and shall be conducted by an arbitrator mutually agreed upon by the parties. The arbitration shall be held in the state where the Leased Site is situated. The arbitration award shall be supported by law and substantial evidence and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Nothing in this paragraph, however, shall preclude the parties from seeking injunctive relief at any time before any court, tribunal or regulatory agency having jurisdiction.

12.7. Waiver of Jury Trial. Each party waives its right to a jury trial on disputes arising from this Agreement.

12.8. Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both parties. The failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

12.9. Confidentiality. Lessor acknowledges that the terms of this Agreement are confidential, and Lessor warrants that it will not disclose such terms to any third party other than Lessor's investors, affiliates, consultants, professional advisors, lenders or assignees who are under similar confidentiality provisions as those contained herein; or with Lessee's prior written consent; or as required by any applicable laws.

12.10. Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

[FULL Rutherford County Schools NAME OF LICENSOR]

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____ Date: _____

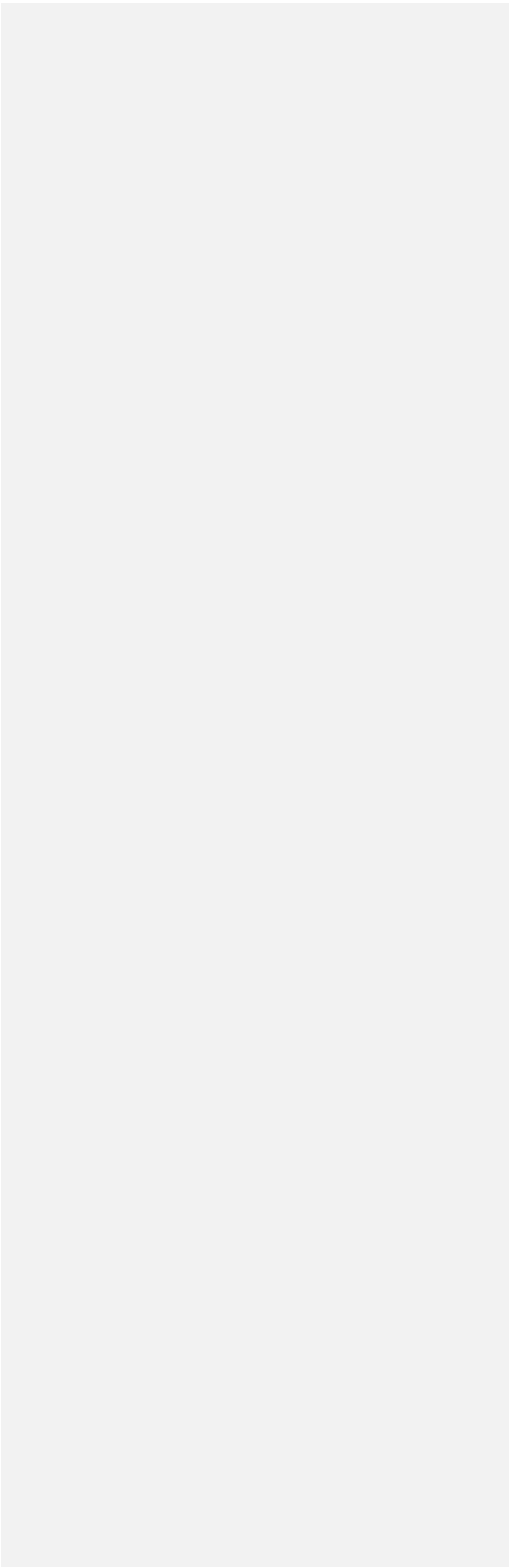


EXHIBIT 1
LEASED SITE

Leased Site address: 329 Red Hawk Pkwy, Pole 1003, Smyrna, Tennessee 37167

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Leased Site pole/structure identification: SMY01 003

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Leased Site utility identification: Connections to electrical wiring as shown on the Plans, including usage of Lessor's electrical service on an unmetered basis.

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Lessee Site Identification: [LESSEE TO COMPLETE]

FA / USID: 14840799 / 251043

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Site Name: CRAN LTE 1C: CRAN RTNK SMY01 003~~CRAN POLYGON NAME NODE #~~

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PTN / PACE: 2511A0LMKN / MRTNK041600

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Structure Latitude and Longitude (Approximate): 35.927682, -86.561721 ~~[LESSEE TO COMPLETE]~~

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Equipment List: ~~[LESSEE TO COMPLETE]~~ One (1) Stealth Metal Monopole (optional light arm), One (1) Omni-directional Antenna, three (3) remote radio heads, All associated electrical components, conduit, and mounting hardware, as required.

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Equipment Plans: See the attached plan set dated April 4th, 2019 prepared by Engineered Tower Solutions, PLLC consisting of (6) page(s). Lessee may modify the Equipment at any time as set forth in the Agreement.

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Exhibit 1



PHOTO SIMULATION I (BEFORE)

N.T.S.



PHOTO SIMULATION II (BEFORE)

N.T.S.



PHOTO SIMULATION III (BEFORE)

N.T.S.



PHOTO SIMULATION I (AFTER)

N.T.S.



PHOTO SIMULATION II (AFTER)

N.T.S.



PHOTO SIMULATION III (AFTER)

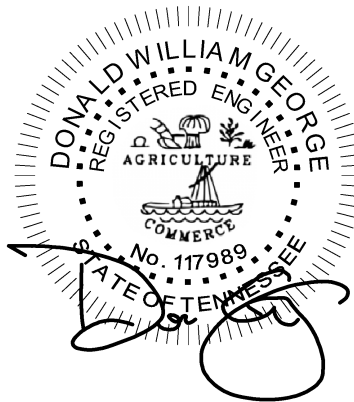
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VARIOUS SITES THROUGHOUT THE STATE OF TENNESSEE

**STRUCTURAL CALCULATIONS FOR
NEW 32'-6" CONCEALMENT POLE DESIGN FOR
METROCELL (SSC-760240979KX33)
IBC 2015 / IBC 2012 / IBC 2009
ASCE 7-10 / ASCE 7-05
TIA-222-G**

STRUCTURAL CALCULATIONS REVISION 0



September 10, 2018

Revision #	Date Issued	Description
0	09/10/2018	Initial Calculations



2030 Main Street, Suite 200 Irvine, CA 92614 (949) 247-7767
Albuquerque, NM • Boise, ID • El Paso, TX • Las Vegas, NV • Denver, CO • Irvine, CA

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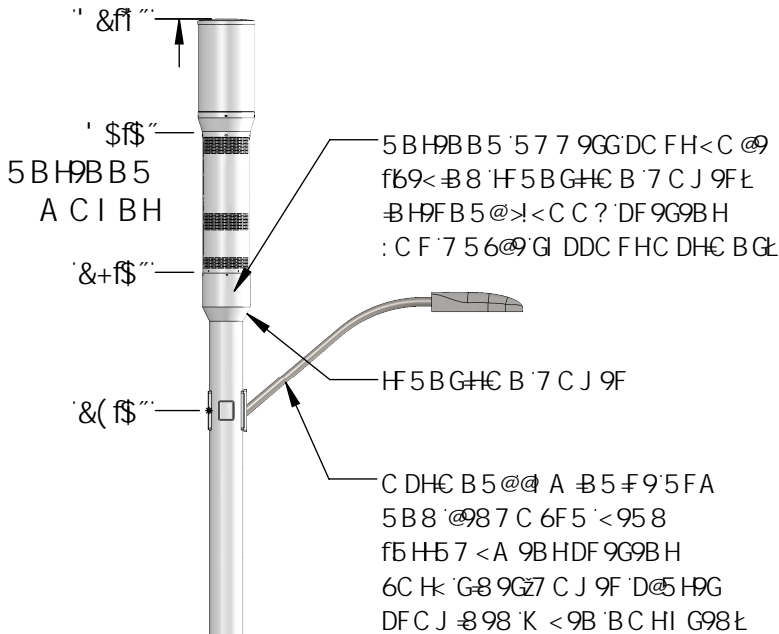
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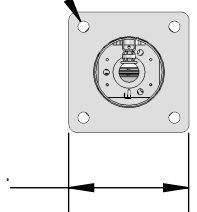
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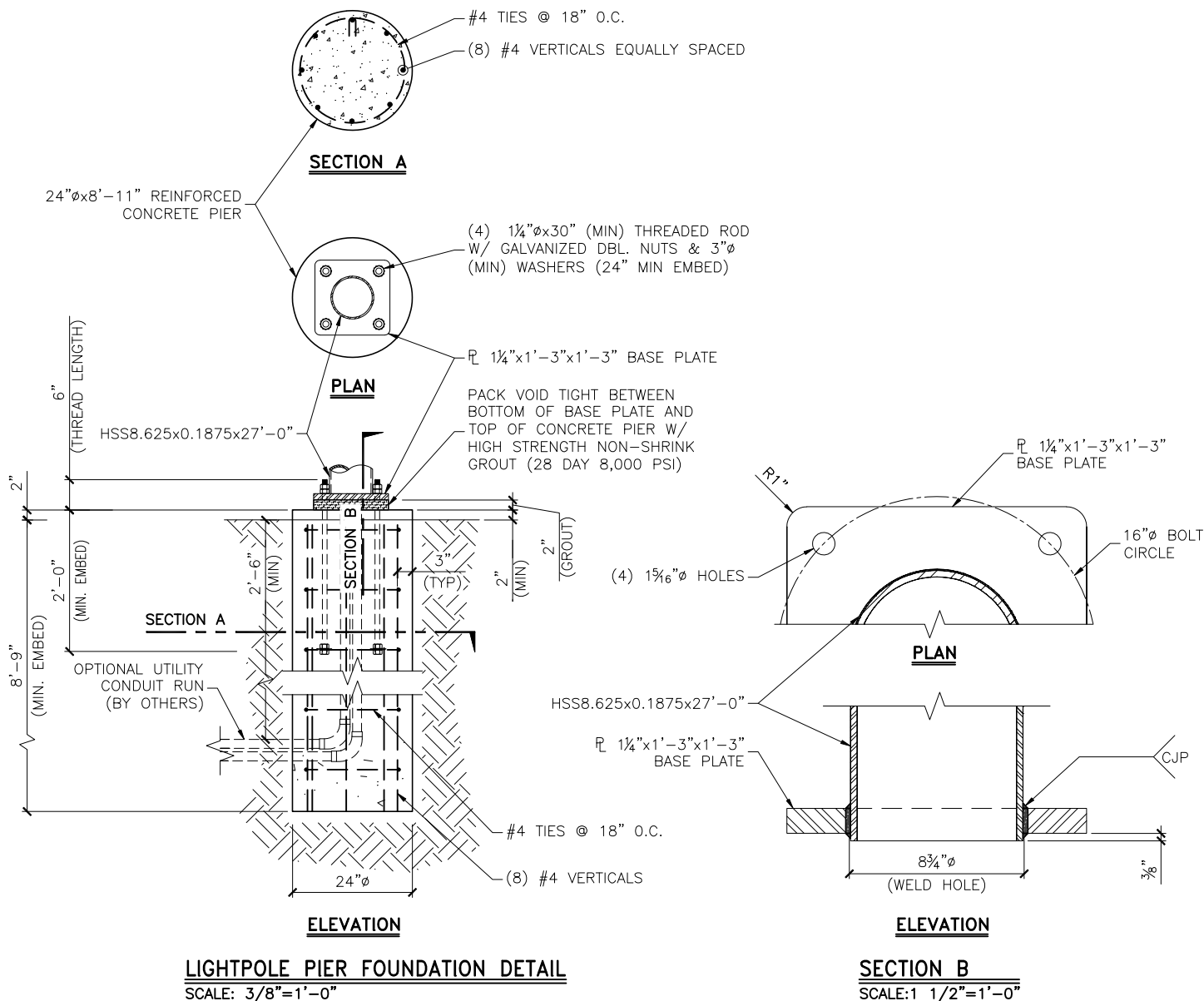
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STEEL NOTES:

- ALL STEEL SHALL BE GALVANIZED PER ASTM A123 & CONFORM TO THE FOLLOWING MINIMUM SPECS.:
PLATE ASTM A572 GR.65, PIPE ASTM A500 GR.B, THREADED ROD ASTM F1554 GR.55
- ALL BOLTS SHALL BE GALVANIZED PER ASTM A153 AND CONFORM TO ASTM A325 U.N.O. ALL BOLTED CONNECTIONS SHALL BE EQUIPPED WITH AN APPROVED NUT-LOCKING DEVICE.
- ALL WELDING WORK SHALL CONFORM TO THE AWS D1.1 STRUCTURAL WELDING CODE. ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS ONLY. WELDING ELECTRODES SHALL BE E70XX.
- ALL DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO AISC SPECS AND CODES, LATEST EDITION.
- AT HIS OWN DISCRETION, THE CONTRACTOR MAY SUBMIT DETAILED, ENGINEERED, COORDINATED AND CHECKED SHOP DRAWINGS FOR ALL STRUCTURAL STEEL TO THE ENGINEER OF RECORD TO REVIEW FOR COMPLIANCE WITH DESIGN INTENT PRIOR TO THE START OF FABRICATION AND/OR ERECTION. TOWERCOM IS ABSOLVED OF ALL LIABILITY ASSOCIATED WITH THE MISINTERPRETATION OF THE CONSTRUCTION DOCUMENTS IF CONTRACTOR CHOOSES NOT TO SUBMIT SHOP DRAWINGS.
- TORCH-CUTTING OF ANY KIND SHALL NOT BE PERMITTED.
- ALL BOLTS SHALL BE TIGHTENED TO A "SNUG-TIGHT" CONDITION AS DEFINED IN AISC 13TH EDITION, PAGE 16.2-46, SECTION 8.1. THE SNUG-TIGHTENED CONDITION IS DEFINED AS THE TIGHTNESS THAT IS ATTAINED WITH A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF AN IRONWORKER USING AN ORDINARY SPUD WRENCH TO BRING THE CONNECTED PLIES INTO FIRM CONTACT.
- $f'_c=4000$ PSI

NOTE:

ALL DIMENSIONS, SECTIONS AND DETAILS OF THE EXISTING STRUCTURE ARE INCLUDED FOR INFORMATION PURPOSED ONLY. THE CONTRACTOR SHALL VERIFY ALL RELEVANT INFORMATION PRIOR TO CONSTRUCTION OR FABRICATION. FABRICATION AND/OR FIT-UP ISSUES ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY PRIOR TO THE START OF CONSTRUCTION. SHOULD THERE BE ANY DISCREPANCIES, ERRORS, OR OMISSIONS ON THIS SKETCH, NOTIFY THE ENGINEER OF RECORD IMMEDIATELY FOR RESOLUTION. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS.

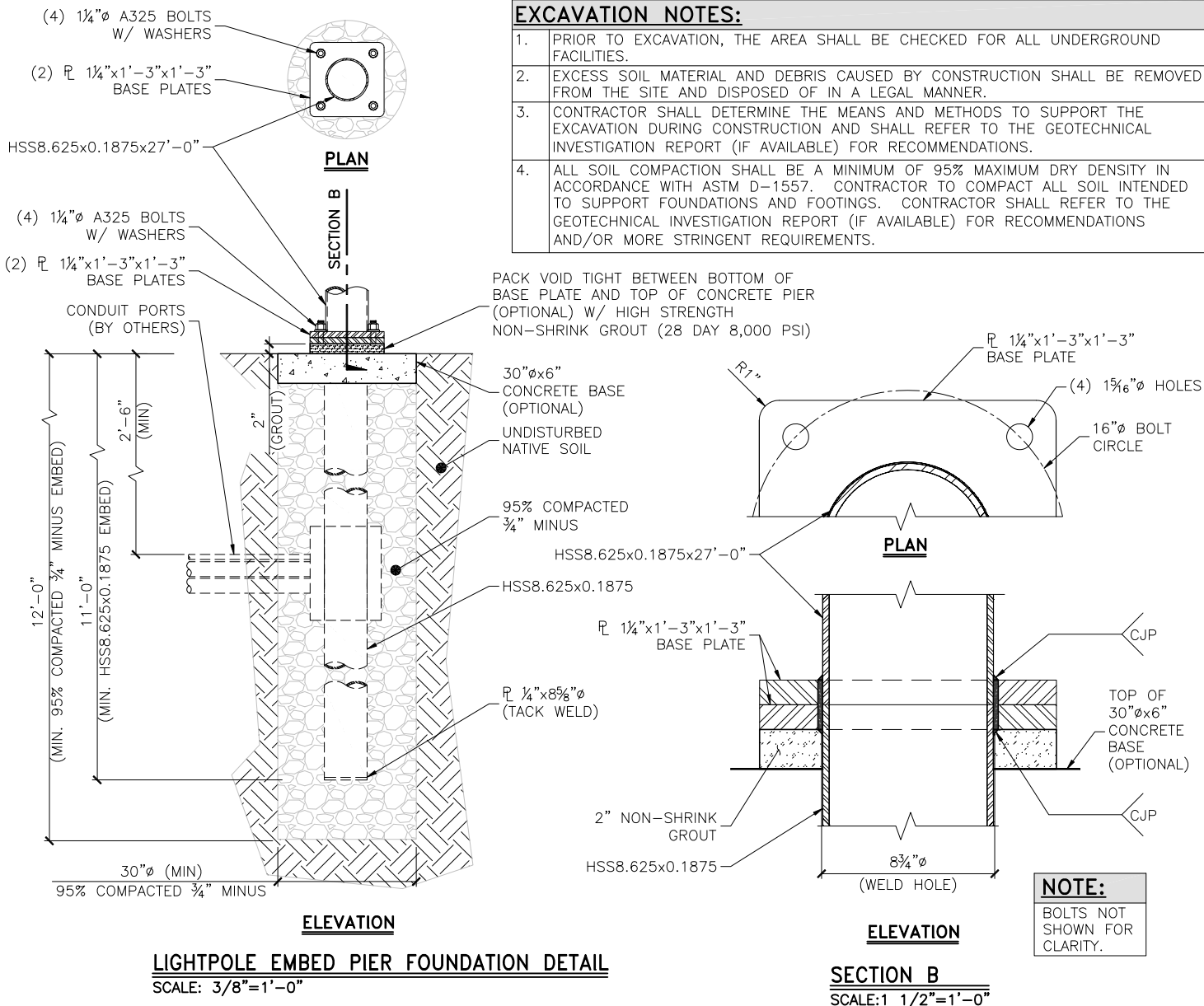
DESIGNED FOR:	DESIGNED BY:	PROJECT NAME:	SSC-760240979KX33
		PROJECT ADDRESS:	OPTION A
		SHEET TITLE:	LIGHTPOLE PIER W/ ANCHOR BOLT DETAIL
		BY: RWB	DATE: 9/10/2018
		SHEET NUMBER:	S1

COMMScope®

INFRASTRUCTURE
PARTNERS
AZ - CA - CO - ID - NM - NV - TX - UT

EXCAVATION NOTES:

1. PRIOR TO EXCAVATION, THE AREA SHALL BE CHECKED FOR ALL UNDERGROUND FACILITIES.
2. EXCESS SOIL MATERIAL AND DEBRIS CAUSED BY CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
3. CONTRACTOR SHALL DETERMINE THE MEANS AND METHODS TO SUPPORT THE EXCAVATION DURING CONSTRUCTION AND SHALL REFER TO THE GEOTECHNICAL INVESTIGATION REPORT (IF AVAILABLE) FOR RECOMMENDATIONS.
4. ALL SOIL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557. CONTRACTOR TO COMPACT ALL SOIL INTENDED TO SUPPORT FOUNDATIONS AND FOOTINGS. CONTRACTOR SHALL REFER TO THE GEOTECHNICAL INVESTIGATION REPORT (IF AVAILABLE) FOR RECOMMENDATIONS AND/OR MORE STRINGENT REQUIREMENTS.

**STEEL NOTES:**

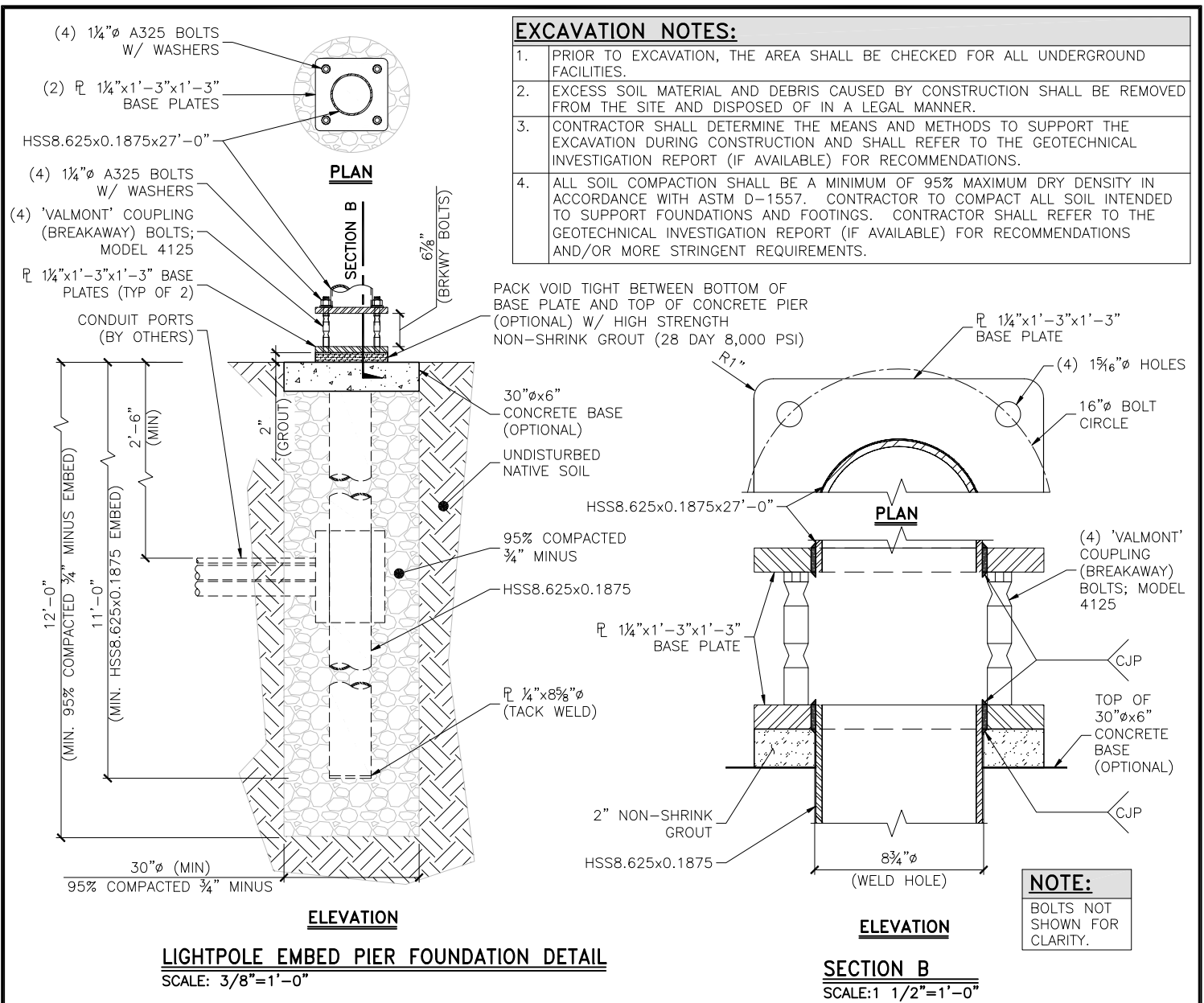
1. ALL STEEL SHALL BE GALVANIZED PER ASTM A123 & CONFORM TO THE FOLLOWING MINIMUM SPECS.:
PIPE ASTM A500 GR.B
PLATE ASTM A572 GR.65
2. ALL BOLTS SHALL BE GALVANIZED PER ASTM A153 AND CONFORM TO ASTM A325 U.N.O. ALL BOLTED CONNECTIONS SHALL BE EQUIPPED WITH AN APPROVED NUT-LOCKING DEVICE.
3. ALL WELDING WORK SHALL CONFORM TO THE AWS D1.1 STRUCTURAL WELDING CODE. ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS ONLY. WELDING ELECTRODES SHALL BE E70XX.
4. ALL DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO AISC SPECS AND CODES, LATEST EDITION.
5. AT HIS OWN DISCRETION, THE CONTRACTOR MAY SUBMIT DETAILED, ENGINEERED, COORDINATED AND CHECKED SHOP DRAWINGS FOR ALL STRUCTURAL STEEL TO THE ENGINEER OF RECORD TO REVIEW FOR COMPLIANCE WITH DESIGN INTENT PRIOR TO THE START OF FABRICATION AND/OR ERECTION. TOWERCOM IS ABSOLVED OF ALL LIABILITY ASSOCIATED WITH THE MISINTERPRETATION OF THE CONSTRUCTION DOCUMENTS IF CONTRACTOR CHOOSES NOT TO SUBMIT SHOP DRAWINGS.
6. TORCH-CUTTING OF ANY KIND SHALL NOT BE PERMITTED.
7. ALL BOLTS SHALL BE TIGHTENED TO A "SNUG-TIGHT" CONDITION AS DEFINED IN AISC 13TH EDITION, PAGE 16.2-46, SECTION 8.1. THE SNUG-TIGHTENED CONDITION IS DEFINED AS THE TIGHTNESS THAT IS ATTAINED WITH A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF AN IRONWORKER USING AN ORDINARY SPUD WRENCH TO BRING THE CONNECTED PLIES INTO FIRM CONTACT.
8. f_c=4000 PSI

NOTE:

ALL DIMENSIONS, SECTIONS AND DETAILS OF THE EXISTING STRUCTURE ARE INCLUDED FOR INFORMATION PURPOSED ONLY. THE CONTRACTOR SHALL VERIFY ALL RELEVANT INFORMATION PRIOR TO CONSTRUCTION OR FABRICATION. FABRICATION AND/OR FIT-UP ISSUES ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY PRIOR TO THE START OF CONSTRUCTION. SHOULD THERE BE ANY DISCREPANCIES, ERRORS, OR OMISSIONS ON THIS SKETCH, NOTIFY THE ENGINEER OF RECORD IMMEDIATELY FOR RESOLUTION. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS.

DESIGNED FOR:	DESIGNED BY:	PROJECT NAME:	SSC-760240979KX33
		PROJECT ADDRESS:	OPTION B
		SHEET TITLE:	POLE IN AGGREGATE DETAIL
		BY: RWB	DATE: 9/10/2018
		SHEET NUMBER:	S2

COMMScope**INFRASTRUCTURE**
PARTNERS
AZ - CA - CO - ID - NM - NV - TX - UT



STEEL NOTES:

- ALL STEEL SHALL BE GALVANIZED PER ASTM A123 & CONFORM TO THE FOLLOWING MINIMUM SPECS.:
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- $f'_c=4000$ PSI

NOTE:

ALL DIMENSIONS, SECTIONS AND DETAILS OF THE EXISTING STRUCTURE ARE INCLUDED FOR INFORMATION PURPOSED ONLY. THE CONTRACTOR SHALL VERIFY ALL RELEVANT INFORMATION PRIOR TO CONSTRUCTION OR FABRICATION. FABRICATION AND/OR FIT-UP ISSUES ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY PRIOR TO THE START OF CONSTRUCTION. SHOULD THERE BE ANY DISCREPANCIES, ERRORS, OR OMISSIONS ON THIS SKETCH, NOTIFY THE ENGINEER OF RECORD IMMEDIATELY FOR RESOLUTION. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS.

DESIGNED FOR:	DESIGNED BY:	PROJECT NAME:	SSC-760240979KX33
		PROJECT ADDRESS:	OPTION B (BREAKAWAY)
		SHEET TITLE:	POLE IN AGGREGATE DETAIL
		BY: RWB	DATE: 9/10/2018
		SHEET NUMBER:	S4

COMMScope®

INFRASTRUCTURE
PARTNERS
AZ - CA - CO - ID - NM - NV - TX - UT

PROJECT: Commscope 32.5' Light Pole
Project No. SSC-760240979Kx33
Height 32.5 ft

LOCATION: Tennessee and Florida Markets

DESCRIPTION: Design a 32.5' pole and foundation for the Tennessee and Florida Markets for the loading below for the maximum design criteria in the States of Tennessee and Florida, with two foundation options and breakaway couplers from Valmont

LOADING: (1) 15"Øx24" Omni, with 12"Øx42" equip. and transition shroud at top
(1) Optional Luminaire Arm and Light at 24'

POLE SIZE: HSS8.625x0.1875
Diameter 8.625 inches
Steel Grade ASTM A500, Gr. B
Fy 42 ksi

BASEPLATE: 1-1/4"x1'-3"x1'-3"
Thickness 1.25 inches
Width 15 inches
Steel Grade A572 Gr. 65
Fy 65 ksi

FOUNDATION: Both options to have option with breakaway bolts from Valmont
Option A Anchor Bolts Embedded in Concrete Pier
Option B Pole Embedded in Aggregate Base

Pier Diameter 24 inches
Aggregate Diameter 30 inches

DESIGN CODE: IBC 2015 / 2012 / 2009
FBC 2017 / 2015 / 2010
ASCE 7-10 / 7-05
TIA-222-G
Exposure C
Structure Type II
Soil Site Class D

DESIGN LOADS: (Look up values form Tables in G-Code)

Max. Wind Speed 150 mph (3-sec Gust from G-Code)

193.6 Vult (factored)

Location Various Counties in Florida

Max. Ice Wind Speed 30 mph (G-code)

Location Various Counties in both States

Max. Ice 1 inch

Location Various Counties in Tennessee

Since this is a Lightpole, it will likely on be used in City and Town areas, not in Mountains, so assume a Topography Category 1 and Exposure C for wind

Wind Presure 0.95 Kd

0.85 Kz

1 Kzt

77.48064 psf (factored)

Max. Ss 3.4 g

Location Lake County, Tennessee

Consider Seismic Design

Use Method 1, Equivalent Later Force Procedure, from TIA-222-G Code (Section 2.7.7)

Fa 1

Sms 3.4

Sds 2.266667 g

R 1.5 for pole structures

I 1 for Structural Class II

Structure Weight: 759.16667 lbs (from TNX model and Commscope info)

Pole/Antenna/Light 759.17 lbs

Vs 1147 lbs

Wind Controls

TOWER BASE REACTIONS:

Take values from TNX model

Factored

Unfactored (Use for Foundation Design)

Axial 0.911 k

"---->

0.76 k

Shear 1.657 k

1.04 k

Moment 31.733 k-ft

19.83 k-ft

Location for Wind Shear in Enercalc Foundation Model

19.15 ft

Doesn't apply if Seismic Controls

SEISMIC VERTICAL FORCE DISTRIBUTION:

TIA-222-G Section 2.7.7.2

frequency 1.168743 Hz
ke 1.5195

E 29000 ksi
Iavg 41.30 in⁴
Itop 41.30 in⁴
Ibtm 41.30 in⁴
Wu 0.335 k
Wt 0.759167 k
Wl 0.424167 k
L 390 in
g 387.36 in/s²

Level	wx (lbs)	hx (ft)	wx hx ^ k	Fsz (lbs)
Omni	50	31.5	9454.812	144.67
Shroud	200	28.75	32917.75	503.67
Light	65	24	8131.007	124.41
Arm	20	23	2345.176	35.88
Pole	424	13.5	22126.26	338.55
Total	759		74975.01	1147.19

SEISMIC BASE REACTIONS:

Axial 0.76 k
Shear 1.15 k
Moment 27.42 k-ft

23.90129

Location for Shear load in Enercalc

SOIL PROPS:

Since we don't know location, assume minimul values from IBC

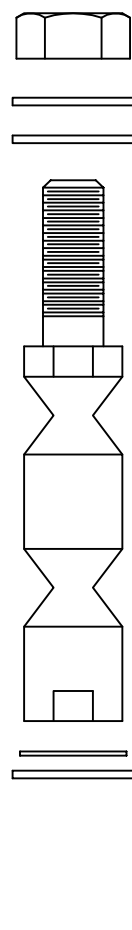
Lateral Bearing 100 psf/ft
Soil Bearing 1500 psf

Per IBC 1806.3.4, Design as Isolate pier, so double lateral bearing

Design Lateral Bearing 200 psf/ft (use this value in Enercalc)
Max. Lateral Bearing 3000 psf (use this value in Enercalc)

CONCRETE PIER REBAR:

Area 452.38934 in²
As 1.1309734 in² (minimum of As = 0.0025 * A)
Area #4 Bar 0.2 in²
Quantity Required 6 Use (8) #4 Vertical Rebar


 1.25" FLAT WASHER (12 PER SET)

3.25''

6.88''

- 1.25"-7UNC GALVANIZED STEEL
DOUBLE-NECK POLE-SAFE
COUPLING (4 PER SET)

GALVANIZED STEEL SHIM (4 PER SET)

			PROD. CODE (2) <u>04</u> S. CODE (1) <u>28</u> ELS (7) <u>27</u> STD. IND. (1) <u>02</u> UOM (2) <u>PC</u> SHIP FLAG (1) <u>15</u> CLASS CODE (1) <u>16</u> CLASS NO (3) <u>60</u> valmont 										
			LPM BRK WY CPL LG SET - STEEL - TRANSP SPM 4 1 2 5										
B	02/18/00	CHG TO 4 CPLG SET	RCV	DWG. SIZE (1) <u>A</u> PURC. L. T. (5) <u>66</u> CONTROL (1) <u>87</u> MATL. COST (5.4) <u>37</u> PL. CODE (1) <u>07</u> WEIGHT (7) <u>25.00</u>									
A	12/29/99	PROD WAS 4100	BDS										
REF. (107)	DATE	REVISION DESCRIPTION		MATERIAL THICKNESS	DATE	DRAWN	CHECKED	SCALE	AB64198				
SPECIFICATIONS		MATERIAL: NOTED	TOL.: M-30	N/A	12/17/99	RCV	RCV 12/17/99	NONE					
		FINISH: F2	WELD:				04		38		PART NUMBER		
						DUPLICATE DRAWING DISTRIBUTION	37		40				



Date: January 9, 2018

Total Pages: 2

To: Rocky Colapietro
Commscope

RE: Project Name: Breakaway couplings

Valmont Project Number: 397775-01
PO/RFQ Number: 397775-01
Customer Name: Commscope

Subject: Breakaway Support Couplings Model No. 4125

Valmont will provide the breakaway device requested on this project with the understanding that the "End Use Customer" is aware and adheres to the following product disclaimer.

Forward this disclaimer to all of the proper authorities. Please call if you have any questions or require further clarification.

Thank you,
Kayla Miller

Project Administrator
Valmont Industries, Inc.
Phone: (402) 359-2201

DISCLAIMER

Breakaway Support Couplings

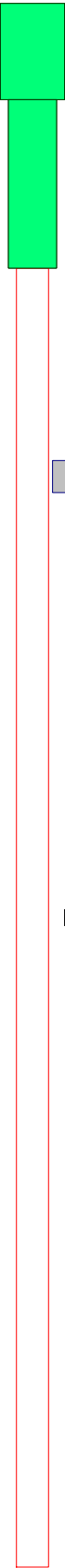
The end use by the Commscope (*hereinafter referred to as*), for “breakaway support couplings for light poles” as provided by Valmont Industries, Inc., for the Breakaway couplings project (PO/RFQ No. 397775-01), is not specifically specified as to maximum applied loading. Valmont therefore accepts no responsibility as to (1) conformance by to the use limitations of the Transpo Industries, Inc. Model No. 4125 breakaway support coupling as detailed in the FHWA acceptance letter dated January 16, 1997 under NCHRP report 350 regarding the change in velocity and stub height requirements adopted by FHWA in compliance with Section 7.1.7.2 of the 1994 American Association of State Highway and Transportation Officials' (AASHTO) "Standard Specifications For Structural Supports For Highway Signs, Luminaires And Traffic Signals" for breakaway supports and (2) structural loading applications to which the couplings will be subjected as determined by .

Valmont hereby expressly cautions that the following limitations should be strictly adhered to and in no event exceeded in the use and load application to which any Valmont supplied Transpo Model No. 4125 coupling shall be exposed:

Maximum Luminaire Mounting Height: (<i>Measured from bottom of pole baseplate</i>)	55.00' (ft)
Maximum Pole, Mast Arm & Luminaire Combined Weight: (<i>Does not include transformer base</i>)	1000 lbs.
Maximum Number of Couplings That Can Be Used To Support One (1) Light Pole:	4
Anchor Bolt Thread Size, Series, and Class of Fit Prior to Hot-Dip Galvanizing to ASTM Designation A153:	1.25"-7 UNC-2A
Maximum Allowable Applied Load (Per Coupling):	35,529 lbs.
Spacing Between Anchor Bolts or Anchor Bolt Circle Restrictions:	None

Skirt or Base Cover: An FHWA approved Transpo skirt (not to extend above the base plate) or Valmont aluminum clamshell may be used. No other covers are approved for use by FHWA.

1				
HSS8.625x.188				
27.00				
A500-42				
27.0 ft				
424.4				
0.0 ft				
Section	Size	Length (ft)	Grade	Weight (lb)
				424.4



DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
Commscope 15"x24" Omni	31.5	Street Light (Commscope Project)	24
Commscope SSC-760236966 12"x42" Concealment	28.75	LIGHT ARM SMALL (Street Light Mount)	23

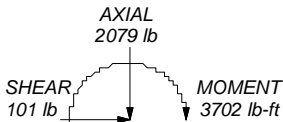
MATERIAL STRENGTH

GRADE	Fy	Fu	GRADE	Fy	Fu
A500-42	42 ksi	58 ksi			

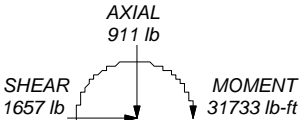
TOWER DESIGN NOTES

1. Tower designed for Exposure C to the TIA-222-G Standard.
2. Tower designed for a 150 mph basic wind in accordance with the TIA-222-G Standard.
3. Tower is also designed for a 30 mph basic wind with 1.00 in ice. Ice is considered to increase in thickness with height.
4. Deflections are based upon a 60 mph wind.
5. Tower Structure Class II.
6. Topographic Category 1 with Crest Height of 0.00 ft
7. Connections use galvanized A325 bolts, nuts and locking devices. Installation per TIA/EIA-222 and AISC Specifications.
8. Tower members are "hot dipped" galvanized in accordance with ASTM A123 and ASTM A153 Standards.
9. Welds are fabricated with ER-70S-6 electrodes.
10. TOWER RATING: 82.5%

ALL REACTIONS
ARE FACTORED



TORQUE 83 lb-ft
30 mph WIND - 1.0000 in ICE



TORQUE 1980 lb-ft
REACTIONS - 150 mph WIND

J5 Infrastructure Partners

767 North Star Road
Star, ID 83669
Phone: (208) 286-0266
FAX:

Job: 32.5' Light Pole for Tennessee and Florida

Project: Structural Analysis - Rev-0

Client: Commscope

Drawn by: Eric Rawlins, P.E., S.E.

App'd:

Code: TIA-222-G

Date: 09/10/18

Scale: NTS

Path:

Dwg No. E-1

<i>tnxTower</i> <i>J5 Infrastructure Partners</i> 767 North Star Road Star, ID 83669 Phone: (208) 286-0266 FAX:	Job 32.5' Light Pole for Tennessee and Florida	Page 1 of 13
	Project Structural Analysis - Rev-0	Date 14:41:14 09/10/18
	Client Commscope	Designed by Eric Rawlins, P.E., S.E.

Tower Input Data

There is a pole section.

This tower is designed using the TIA-222-G standard.

The following design criteria apply:

Basic wind speed of 150 mph.

Structure Class II.

Exposure Category C.

Topographic Category 1.

Crest Height 0.00 ft.

Nominal ice thickness of 1.0000 in.

Ice thickness is considered to increase with height.

Ice density of 56 pcf.

A wind speed of 30 mph is used in combination with ice.

Temperature drop of 50 °F.

Deflections calculated using a wind speed of 60 mph.

Connections use galvanized A325 bolts, nuts and locking devices. Installation per TIA/EIA-222 and AISC Specifications..

Tower members are "hot dipped" galvanized in accordance with ASTM A123 and ASTM A153 Standards..

Welds are fabricated with ER-70S-6 electrodes..

A non-linear (P-delta) analysis was used.

Pressures are calculated at each section.

Stress ratio used in pole design is 1.

Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.

Options

Consider Moments - Legs	Distribute Leg Loads As Uniform	Use ASCE 10 X-Brace Ly Rules
Consider Moments - Horizontals	Assume Legs Pinned	Calculate Redundant Bracing Forces
Consider Moments - Diagonals	Assume Rigid Index Plate	Ignore Redundant Members in FEA
Use Moment Magnification	Use Clear Spans For Wind Area	SR Leg Bolts Resist Compression
√ Use Code Stress Ratios	Use Clear Spans For KL/r	All Leg Panels Have Same Allowable
√ Use Code Safety Factors - Guys	Retention Guys To Initial Tension	Offset Girt At Foundation
Escalate Ice	√ Bypass Mast Stability Checks	√ Consider Feed Line Torque
Always Use Max Kz	√ Use Azimuth Dish Coefficients	√ Include Angle Block Shear Check
Use Special Wind Profile	√ Project Wind Area of Appurt.	Use TIA-222-G Bracing Resist. Exemption
Include Bolts In Member Capacity	Autocalc Torque Arm Areas	Use TIA-222-G Tension Splice Exemption
Leg Bolts Are At Top Of Section	Add IBC .6D+W Combination	Poles
Secondary Horizontal Braces Leg	Sort Capacity Reports By Component	Include Shear-Torsion Interaction
Use Diamond Inner Bracing (4 Sided)	Triangulate Diamond Inner Bracing	Always Use Sub-Critical Flow
SR Members Have Cut Ends	Treat Feed Line Bundles As Cylinder	Use Top Mounted Sockets
SR Members Are Concentric		

tnxTower J5 Infrastructure Partners 767 North Star Road Star, ID 83669 Phone: (208) 286-0266 FAX:	Job	32.5' Light Pole for Tennessee and Florida	Page	2 of 13
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	Client	Commscope	Designed by	Eric Rawlins, P.E., S.E.

Pole Section Geometry

Section	Elevation	Section Length	Pole Size	Pole Grade	Socket Length in
	ft	ft			
L1	27.00-0.00	27.00	HSS8.625x.188	A500-42 (42 ksi)	

Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horz Lateral ft ft ft	Azimuth Adjustment °	Placement ft		C _A A _A Front ft ²	C _A A _A Side ft ²	Weight lb
* EXISTING *									
Commscope 15"x24" Omni	C	None		0.0000	31.50	No Ice	1.25	1.25	50.00
						1/2" Ice	1.94	1.94	75.45
						1" Ice	2.15	2.15	103.81
Commscope SSC-760236966 12"x42" Concealment	C	None		0.0000	28.75	No Ice	1.83	1.83	200.00
						1/2" Ice	2.79	2.79	231.03
						1" Ice	3.06	3.06	265.57
LIGHT ARM SMALL (Street Light Mount)	B	From Face	3.00 0.00 0.00	0.0000	23.00	No Ice	1.00	2.40	20.00
						1/2" Ice	1.25	4.00	42.93
						1" Ice	1.50	4.50	74.14
Street Light (Commscope Project)	B	From Face	6.00 0.00 0.00	0.0000	24.00	No Ice	2.21	2.20	65.00
						1/2" Ice	2.43	2.40	95.06
						1" Ice	2.67	2.70	128.90

Tower Pressures - No Ice

$$G_H = 1.100$$

Section Elevation	z	K _Z	q _z	A _G	F _a c e	A _F	A _R	A _{leg}	Leg %	C _A A _A In Face ft ²	C _A A _A Out Face ft ²
ft	ft		psf	ft ²		ft ²	ft ²	ft ²			
L1 27.00-0.00	13.50	0.85	47	19.406	A	0.000	19.406	19.406	100.00	0.000	0.000
					B	0.000	19.406		100.00	0.000	0.000
					C	0.000	19.406		100.00	0.000	0.000

Tower Pressure - With Ice

$$G_H = 1.100$$

Section Elevation	z	K _Z	q _z	t _Z	A _G	F _a c e	A _F	A _R	A _{leg}	Leg %	C _A A _A In Face ft ²	C _A A _A Out Face ft ²
ft	ft		psf	in	ft ²		ft ²	ft ²	ft ²			
L1 27.00-0.00	13.50	0.85	2	1.8290	27.637	A	0.000	27.637	27.637	100.00	0.000	0.000
						B	0.000	27.637		100.00	0.000	0.000
						C	0.000	27.637		100.00	0.000	0.000

<i>tnxTower</i> <i>J5 Infrastructure Partners</i> 767 North Star Road Star, ID 83669 Phone: (208) 286-0266 FAX:	Job	32.5' Light Pole for Tennessee and Florida	Page	3 of 13
	Project	Structural Analysis - Rev-0	Date	14:41:14 09/10/18
	Client	Commscope	Designed by	Eric Rawlins, P.E., S.E.

Tower Pressure - Service

$$G_H = 1.100$$

Section Elevation	z	K _Z	q _z	A _G	F a c e	A _F	A _R	A _{leg}	Leg %	C _A A _A In Face ft ²	C _A A _A Out Face ft ²
ft	ft		psf	ft ²		ft ²	ft ²	ft ²			
L1 27.00-0.00	13.50	0.85	7	19.406	A	0.000	19.406	19.406	100.00	0.000	0.000
					B	0.000	19.406		100.00	0.000	0.000
					C	0.000	19.406		100.00	0.000	0.000

Discrete Appurtenance Pressures - No Ice G_H = 1.100

Description	Aiming Azimuth °	Weight lb	Offset _x ft	Offset _z ft	z ft	K _z	q _z psf	C _A A _C Front ft ²	C _A A _C Side ft ²
Commscope 15"x24" Omni	0.0000	50.00	0.00	0.00	31.50	0.992	54	1.25	1.25
Commscope SSC-760236966 12"x42" Concealment	0.0000	200.00	0.00	0.00	28.75	0.973	53	1.83	1.83
LIGHT ARM SMALL	60.0000	20.00	2.91	-1.68	23.00	0.929	51	1.00	2.40
Street Light (Commscope Project)	60.0000	65.00	5.51	-3.18	24.00	0.937	51	2.21	2.20
Sum Weight:		335.00							

Discrete Appurtenance Pressures - With Ice G_H = 1.100

Description	Aiming Azimuth °	Weight lb	Offset _x ft	Offset _z ft	z ft	K _z	q _z psf	C _A A _C Front ft ²	C _A A _C Side ft ²	t _z in
Commscope 15"x24" Omni	0.0000	169.22	0.00	0.00	31.50	0.992	2	2.58	2.58	1.9907
Commscope SSC-760236966 12"x42" Concealment	0.0000	343.60	0.00	0.00	28.75	0.973	2	3.60	3.60	1.9726
LIGHT ARM SMALL	60.0000	155.95	2.91	-1.68	23.00	0.929	2	1.96	4.96	1.9291
Street Light (Commscope Project)	60.0000	203.68	5.51	-3.18	24.00	0.937	2	3.13	3.17	1.9373
Sum Weight:		872.45								

tnxTower J5 Infrastructure Partners 767 North Star Road Star, ID 83669 Phone: (208) 286-0266 FAX:	Job	32.5' Light Pole for Tennessee and Florida	Page	4 of 13
	Project	Structural Analysis - Rev-0	Date	14:41:14 09/10/18
	Client	Commscope	Designed by	Eric Rawlins, P.E., S.E.

Discrete Appurtenance Pressures - Service $G_H = 1.100$

Description	Aiming Azimuth °	Weight lb	Offset _x ft	Offset _z ft	z ft	K _z	q _z psf	C _{AAc} Front ft ²	C _{AAc} Side ft ²
Commscope 15"x24" Omni	0.0000	50.00	0.00	0.00	31.50	0.992	8	1.25	1.25
Commscope SSC-760236966 12"x42" Concealment	0.0000	200.00	0.00	0.00	28.75	0.973	8	1.83	1.83
LIGHT ARM SMALL	60.0000	20.00	2.91	-1.68	23.00	0.929	7	1.00	2.40
Street Light (Commscope Project)	60.0000	65.00	5.51	-3.18	24.00	0.937	7	2.21	2.20
Sum Weight:		335.00							

Force Totals

Load Case	Vertical Forces lb	Sum of Forces X lb	Sum of Forces Z lb	Sum of Overturning Moments, M _x lb-ft	Sum of Overturning Moments, M _z lb-ft	Sum of Torques lb-ft
Leg Weight	424.43					
Bracing Weight	0.00					
Total Member Self-Weight	424.43			-240.27	-416.17	
Total Weight	759.43			-240.27	-416.17	
Wind 0 deg - No Ice		-33.76	-1016.29	-19330.20	360.13	1073.85
Wind 30 deg - No Ice		459.42	-863.25	-16384.49	-8840.64	619.99
Wind 60 deg - No Ice		829.50	-478.91	-9112.95	-15784.08	0.00
Wind 90 deg - No Ice		977.31	33.76	536.02	-18609.70	-619.99
Wind 120 deg - No Ice		863.25	537.38	9976.98	-16560.38	-1073.85
Wind 150 deg - No Ice		517.89	897.01	16680.24	-10185.23	-1239.97
Wind 180 deg - No Ice		33.76	1016.29	18849.65	-1192.46	-1073.85
Wind 210 deg - No Ice		-459.42	863.25	15903.94	8008.31	-619.99
Wind 240 deg - No Ice		-829.50	478.91	8632.40	14951.75	0.00
Wind 270 deg - No Ice		-977.31	-33.76	-1016.57	17777.37	619.99
Wind 300 deg - No Ice		-863.25	-537.38	-10457.53	15728.05	1073.85
Wind 330 deg - No Ice		-517.89	-897.01	-17160.78	9352.90	1239.97
Member Ice	630.72					
Total Weight Ice	1927.60			-909.60	-1575.48	
Wind 0 deg - Ice		-2.95	-99.04	-2650.91	-1507.66	71.68
Wind 30 deg - Ice		45.27	-84.30	-2383.71	-2348.24	41.38
Wind 60 deg - Ice		81.35	-46.97	-1721.52	-2981.77	0.00
Wind 90 deg - Ice		95.64	2.95	-841.78	-3238.47	-41.38
Wind 120 deg - Ice		84.30	52.07	19.78	-3049.59	-71.68
Wind 150 deg - Ice		50.37	87.25	632.32	-2465.71	-82.76
Wind 180 deg - Ice		2.95	99.04	831.70	-1643.30	-71.68
Wind 210 deg - Ice		-45.27	84.30	564.50	-802.72	-41.38
Wind 240 deg - Ice		-81.35	46.97	-97.68	-169.19	0.00
Wind 270 deg - Ice		-95.64	-2.95	-977.42	87.52	41.38
Wind 300 deg - Ice		-84.30	-52.07	-1838.99	-101.37	71.68
Wind 330 deg - Ice		-50.37	-87.25	-2451.53	-685.25	82.76
Total Weight	759.43			-240.27	-416.17	
Wind 0 deg - Service		-4.83	-197.49	-3675.10	-305.03	153.73
Wind 30 deg - Service		91.77	-168.61	-3159.35	-1973.17	88.76
Wind 60 deg - Service		163.78	-94.56	-1861.44	-3224.11	0.00
Wind 90 deg - Service		191.91	4.83	-129.14	-3722.67	-88.76
Wind 120 deg - Service		168.61	102.93	1573.38	-3335.24	-153.73
Wind 150 deg - Service		100.14	173.44	2789.94	-2165.66	-177.51
Wind 180 deg - Service		4.83	197.49	3194.55	-527.30	-153.73

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<i>Load Case</i>	<i>Vertical Forces</i> <i>lb</i>	<i>Sum of Forces X</i> <i>lb</i>	<i>Sum of Forces Z</i> <i>lb</i>	<i>Sum of Overturning Moments, M_x</i> <i>lb-ft</i>	<i>Sum of Overturning Moments, M_z</i> <i>lb-ft</i>	<i>Sum of Torques</i> <i>lb-ft</i>
Wind 210 deg - Service		-91.77	168.61	2678.81	1140.84	-88.76
Wind 240 deg - Service		-163.78	94.56	1380.89	2391.78	0.00
Wind 270 deg - Service		-191.91	-4.83	-351.41	2890.33	88.76
Wind 300 deg - Service		-168.61	-102.93	-2053.93	2502.91	153.73
Wind 330 deg - Service		-100.14	-173.44	-3270.49	1333.33	177.51

Load Combinations

<i>Comb. No.</i>	<i>Description</i>
1	Dead Only
2	1.2 Dead+1.6 Wind 0 deg - No Ice
3	0.9 Dead+1.6 Wind 0 deg - No Ice
4	1.2 Dead+1.6 Wind 30 deg - No Ice
5	0.9 Dead+1.6 Wind 30 deg - No Ice
6	1.2 Dead+1.6 Wind 60 deg - No Ice
7	0.9 Dead+1.6 Wind 60 deg - No Ice
8	1.2 Dead+1.6 Wind 90 deg - No Ice
9	0.9 Dead+1.6 Wind 90 deg - No Ice
10	1.2 Dead+1.6 Wind 120 deg - No Ice
11	0.9 Dead+1.6 Wind 120 deg - No Ice
12	1.2 Dead+1.6 Wind 150 deg - No Ice
13	0.9 Dead+1.6 Wind 150 deg - No Ice
14	1.2 Dead+1.6 Wind 180 deg - No Ice
15	0.9 Dead+1.6 Wind 180 deg - No Ice
16	1.2 Dead+1.6 Wind 210 deg - No Ice
17	0.9 Dead+1.6 Wind 210 deg - No Ice
18	1.2 Dead+1.6 Wind 240 deg - No Ice
19	0.9 Dead+1.6 Wind 240 deg - No Ice
20	1.2 Dead+1.6 Wind 270 deg - No Ice
21	0.9 Dead+1.6 Wind 270 deg - No Ice
22	1.2 Dead+1.6 Wind 300 deg - No Ice
23	0.9 Dead+1.6 Wind 300 deg - No Ice
24	1.2 Dead+1.6 Wind 330 deg - No Ice
25	0.9 Dead+1.6 Wind 330 deg - No Ice
26	1.2 Dead+1.0 Ice+1.0 Temp
27	1.2 Dead+1.0 Wind 0 deg+1.0 Ice+1.0 Temp
28	1.2 Dead+1.0 Wind 30 deg+1.0 Ice+1.0 Temp
29	1.2 Dead+1.0 Wind 60 deg+1.0 Ice+1.0 Temp
30	1.2 Dead+1.0 Wind 90 deg+1.0 Ice+1.0 Temp
31	1.2 Dead+1.0 Wind 120 deg+1.0 Ice+1.0 Temp
32	1.2 Dead+1.0 Wind 150 deg+1.0 Ice+1.0 Temp
33	1.2 Dead+1.0 Wind 180 deg+1.0 Ice+1.0 Temp
34	1.2 Dead+1.0 Wind 210 deg+1.0 Ice+1.0 Temp
35	1.2 Dead+1.0 Wind 240 deg+1.0 Ice+1.0 Temp
36	1.2 Dead+1.0 Wind 270 deg+1.0 Ice+1.0 Temp
37	1.2 Dead+1.0 Wind 300 deg+1.0 Ice+1.0 Temp
38	1.2 Dead+1.0 Wind 330 deg+1.0 Ice+1.0 Temp
39	Dead+Wind 0 deg - Service
40	Dead+Wind 30 deg - Service
41	Dead+Wind 60 deg - Service
42	Dead+Wind 90 deg - Service
43	Dead+Wind 120 deg - Service
44	Dead+Wind 150 deg - Service
45	Dead+Wind 180 deg - Service
46	Dead+Wind 210 deg - Service

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<i>Comb. No.</i>	<i>Description</i>
47	Dead+Wind 240 deg - Service
48	Dead+Wind 270 deg - Service
49	Dead+Wind 300 deg - Service
50	Dead+Wind 330 deg - Service

Maximum Reactions

<i>Location</i>	<i>Condition</i>	<i>Gov. Load Comb.</i>	<i>Vertical lb</i>	<i>Horizontal, X lb</i>	<i>Horizontal, Z lb</i>
Pole	Max. Vert	29	2079.48	-81.35	46.97
	Max. H _x	21	683.49	1563.70	54.01
	Max. H _z	2	911.32	54.01	1626.07
	Max. M _x	2	31294.27	54.01	1626.07
	Max. M _z	8	30054.97	-1563.70	-54.01
	Max. Torsion	12	1979.53	-828.62	-1435.22
	Min. Vert	25	683.49	828.62	1435.22
	Min. H _x	9	683.49	-1563.70	-54.01
	Min. H _z	14	911.32	-54.01	-1626.07
	Min. M _x	14	-30705.03	-54.01	-1626.07
	Min. M _z	21	-29050.98	1563.70	54.01
	Min. Torsion	24	-1979.53	828.62	1435.22

Tower Mast Reaction Summary

<i>Load Combination</i>	<i>Vertical lb</i>	<i>Shear_x lb</i>	<i>Shear_z lb</i>	<i>Overturning Moment, M_x lb-ft</i>	<i>Overturning Moment, M_z lb-ft</i>	<i>Torque lb-ft</i>
Dead Only	759.43	0.00	-0.00	-245.12	-424.55	0.00
1.2 Dead+1.6 Wind 0 deg - No Ice	911.32	-54.01	-1626.07	-31294.27	752.65	1715.69
0.9 Dead+1.6 Wind 0 deg - No Ice	683.49	-54.01	-1626.07	-31100.61	877.08	1715.63
1.2 Dead+1.6 Wind 30 deg - No Ice	911.32	735.07	-1381.21	-26512.15	-14189.56	991.28
0.9 Dead+1.6 Wind 30 deg - No Ice	683.49	735.07	-1381.21	-26336.71	-14007.73	991.26
1.2 Dead+1.6 Wind 60 deg - No Ice	911.32	1327.20	-766.26	-14703.21	-25466.71	-0.00
0.9 Dead+1.6 Wind 60 deg - No Ice	683.49	1327.20	-766.26	-14573.17	-25241.47	-0.00
1.2 Dead+1.6 Wind 90 deg - No Ice	911.32	1563.70	54.01	967.55	-30054.97	-991.28
0.9 Dead+1.6 Wind 90 deg - No Ice	683.49	1563.70	54.01	1037.30	-29812.13	-991.26
1.2 Dead+1.6 Wind 120 deg - No Ice	911.32	1381.21	859.81	16298.95	-26725.31	-1715.69
0.9 Dead+1.6 Wind 120 deg - No Ice	683.49	1381.21	859.81	16309.88	-26495.38	-1715.63
1.2 Dead+1.6 Wind 150 deg - No Ice	911.32	828.62	1435.22	27182.97	-16372.09	-1979.53
0.9 Dead+1.6 Wind 150 deg - No Ice	683.49	828.62	1435.22	27152.41	-16181.90	-1979.42
1.2 Dead+1.6 Wind 180 deg - No Ice	911.32	54.01	1626.07	30705.03	-1769.85	-1713.35

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	Commscope	Eric Rawlins, P.E., S.E.

<i>Load Combination</i>	<i>Vertical lb</i>	<i>Shear_x lb</i>	<i>Shear_z lb</i>	<i>Overturning Moment, M_x lb-ft</i>	<i>Overturning Moment, M_z lb-ft</i>	<i>Torque lb-ft</i>
0.9 Dead+1.6 Wind 180 deg - No Ice	683.49	54.01	1626.07	30661.33	-1635.39	-1713.23
1.2 Dead+1.6 Wind 210 deg - No Ice	911.32	-735.07	1381.21	25921.69	13170.27	-988.94
0.9 Dead+1.6 Wind 210 deg - No Ice	683.49	-735.07	1381.21	25896.53	13247.86	-988.85
1.2 Dead+1.6 Wind 240 deg - No Ice	911.32	-1327.20	766.26	14113.63	24445.52	-0.00
0.9 Dead+1.6 Wind 240 deg - No Ice	683.49	-1327.20	766.26	14133.64	24480.18	-0.00
1.2 Dead+1.6 Wind 270 deg - No Ice	911.32	-1563.70	-54.01	-1555.06	29033.98	988.94
0.9 Dead+1.6 Wind 270 deg - No Ice	683.49	-1563.70	-54.01	-1475.28	29050.98	988.85
1.2 Dead+1.6 Wind 300 deg - No Ice	911.32	-1381.21	-859.81	-16885.25	25706.41	1713.35
0.9 Dead+1.6 Wind 300 deg - No Ice	683.49	-1381.21	-859.81	-16746.96	25735.79	1713.23
1.2 Dead+1.6 Wind 330 deg - No Ice	911.32	-828.62	-1435.22	-27770.13	15355.09	1979.53
0.9 Dead+1.6 Wind 330 deg - No Ice	683.49	-828.62	-1435.22	-27590.14	15423.73	1979.42
1.2 Dead+1.0 Ice+1.0 Temp	2079.48	0.00	-0.00	-1011.30	-1751.63	-0.00
1.2 Dead+1.0 Wind 0 deg+1.0 Ice+1.0 Temp	2079.48	-2.95	-99.04	-2812.91	-1681.28	72.26
1.2 Dead+1.0 Wind 30 deg+1.0 Ice+1.0 Temp	2079.48	45.27	-84.30	-2536.38	-2550.91	41.72
1.2 Dead+1.0 Wind 60 deg+1.0 Ice+1.0 Temp	2079.48	81.35	-46.97	-1851.20	-3206.37	-0.00
1.2 Dead+1.0 Wind 90 deg+1.0 Ice+1.0 Temp	2079.48	95.64	2.95	-940.96	-3472.02	-41.72
1.2 Dead+1.0 Wind 120 deg+1.0 Ice+1.0 Temp	2079.48	84.30	52.07	-49.58	-3276.70	-72.26
1.2 Dead+1.0 Wind 150 deg+1.0 Ice+1.0 Temp	2079.48	50.37	87.25	584.12	-2672.72	-83.44
1.2 Dead+1.0 Wind 180 deg+1.0 Ice+1.0 Temp	2079.48	2.95	99.04	790.32	-1821.94	-72.26
1.2 Dead+1.0 Wind 210 deg+1.0 Ice+1.0 Temp	2079.48	-45.27	84.30	513.67	-952.10	-41.70
1.2 Dead+1.0 Wind 240 deg+1.0 Ice+1.0 Temp	2079.48	-81.35	46.97	-171.36	-296.80	-0.00
1.2 Dead+1.0 Wind 270 deg+1.0 Ice+1.0 Temp	2079.48	-95.64	-2.95	-1081.38	-31.20	41.70
1.2 Dead+1.0 Wind 300 deg+1.0 Ice+1.0 Temp	2079.48	-84.30	-52.07	-1973.01	-226.54	72.26
1.2 Dead+1.0 Wind 330 deg+1.0 Ice+1.0 Temp	2079.48	-50.37	-87.25	-2606.70	-830.50	83.44
Dead+Wind 0 deg - Service	759.43	-4.83	-197.49	-3722.47	-311.96	153.80
Dead+Wind 30 deg - Service	759.43	91.77	-168.61	-3200.30	-2000.72	88.80
Dead+Wind 60 deg - Service	759.43	163.78	-94.56	-1886.29	-3267.15	-0.00
Dead+Wind 90 deg - Service	759.43	191.91	4.83	-132.52	-3771.90	-88.80
Dead+Wind 120 deg - Service	759.43	168.61	102.93	1591.07	-3379.74	-153.80
Dead+Wind 150 deg - Service	759.43	100.14	173.44	2822.64	-2195.74	-177.58
Dead+Wind 180 deg - Service	759.43	4.83	197.49	3232.21	-537.16	-153.78
Dead+Wind 210 deg - Service	759.43	-91.77	168.61	2710.03	1151.57	-88.78
Dead+Wind 240 deg - Service	759.43	-163.78	94.56	1396.03	2417.99	0.00
Dead+Wind 270 deg - Service	759.43	-191.91	-4.83	-357.72	2922.74	88.78
Dead+Wind 300 deg - Service	759.43	-168.61	-102.93	-2081.30	2530.59	153.78
Dead+Wind 330 deg - Service	759.43	-100.14	-173.44	-3312.89	1346.61	177.58

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Solution Summary

Load Comb.	Sum of Applied Forces			Sum of Reactions			% Error
	PX lb	PY lb	PZ lb	PX lb	PY lb	PZ lb	
1	0.00	-759.43	0.00	-0.00	759.43	0.00	0.000%
2	-54.01	-911.32	-1626.07	54.01	911.32	1626.07	0.000%
3	-54.01	-683.49	-1626.07	54.01	683.49	1626.07	0.000%
4	735.07	-911.32	-1381.21	-735.07	911.32	1381.21	0.000%
5	735.07	-683.49	-1381.21	-735.07	683.49	1381.21	0.000%
6	1327.20	-911.32	-766.26	-1327.20	911.32	766.26	0.000%
7	1327.20	-683.49	-766.26	-1327.20	683.49	766.26	0.000%
8	1563.70	-911.32	54.01	-1563.70	911.32	-54.01	0.000%
9	1563.70	-683.49	54.01	-1563.70	683.49	-54.01	0.000%
10	1381.21	-911.32	859.81	-1381.21	911.32	-859.81	0.000%
11	1381.21	-683.49	859.81	-1381.21	683.49	-859.81	0.000%
12	828.62	-911.32	1435.22	-828.62	911.32	-1435.22	0.000%
13	828.62	-683.49	1435.22	-828.62	683.49	-1435.22	0.000%
14	54.01	-911.32	1626.07	-54.01	911.32	-1626.07	0.000%
15	54.01	-683.49	1626.07	-54.01	683.49	-1626.07	0.000%
16	-735.07	-911.32	1381.21	735.07	911.32	-1381.21	0.000%
17	-735.07	-683.49	1381.21	735.07	683.49	-1381.21	0.000%
18	-1327.20	-911.32	766.26	1327.20	911.32	-766.26	0.000%
19	-1327.20	-683.49	766.26	1327.20	683.49	-766.26	0.000%
20	-1563.70	-911.32	-54.01	1563.70	911.32	54.01	0.000%
21	-1563.70	-683.49	-54.01	1563.70	683.49	54.01	0.000%
22	-1381.21	-911.32	-859.81	1381.21	911.32	859.81	0.000%
23	-1381.21	-683.49	-859.81	1381.21	683.49	859.81	0.000%
24	-828.62	-911.32	-1435.22	828.62	911.32	1435.22	0.000%
25	-828.62	-683.49	-1435.22	828.62	683.49	1435.22	0.000%
26	0.00	-2079.48	0.00	-0.00	2079.48	0.00	0.000%
27	-2.95	-2079.48	-99.04	2.95	2079.48	99.04	0.000%
28	45.27	-2079.48	-84.30	-45.27	2079.48	84.30	0.000%
29	81.35	-2079.48	-46.97	-81.35	2079.48	46.97	0.000%
30	95.64	-2079.48	2.95	-95.64	2079.48	-2.95	0.000%
31	84.30	-2079.48	52.07	-84.30	2079.48	-52.07	0.000%
32	50.37	-2079.48	87.25	-50.37	2079.48	-87.25	0.000%
33	2.95	-2079.48	99.04	-2.95	2079.48	-99.04	0.000%
34	-45.27	-2079.48	84.30	45.27	2079.48	-84.30	0.000%
35	-81.35	-2079.48	46.97	81.35	2079.48	-46.97	0.000%
36	-95.64	-2079.48	-2.95	95.64	2079.48	2.95	0.000%
37	-84.30	-2079.48	-52.07	84.30	2079.48	52.07	0.000%
38	-50.37	-2079.48	-87.25	50.37	2079.48	87.25	0.000%
39	-4.83	-759.43	-197.49	4.83	759.43	197.49	0.000%
40	91.77	-759.43	-168.61	-91.77	759.43	168.61	0.000%
41	163.78	-759.43	-94.56	-163.78	759.43	94.56	0.000%
42	191.91	-759.43	4.83	-191.91	759.43	-4.83	0.000%
43	168.61	-759.43	102.93	-168.61	759.43	-102.93	0.000%
44	100.14	-759.43	173.44	-100.14	759.43	-173.44	0.000%
45	4.83	-759.43	197.49	-4.83	759.43	-197.49	0.000%
46	-91.77	-759.43	168.61	91.77	759.43	-168.61	0.000%
47	-163.78	-759.43	94.56	163.78	759.43	-94.56	0.000%
48	-191.91	-759.43	-4.83	191.91	759.43	4.83	0.000%
49	-168.61	-759.43	-102.93	168.61	759.43	102.93	0.000%
50	-100.14	-759.43	-173.44	100.14	759.43	173.44	0.000%

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Non-Linear Convergence Results

<i>Load Combination</i>	<i>Converged?</i>	<i>Number of Cycles</i>	<i>Displacement Tolerance</i>	<i>Force Tolerance</i>
1	Yes	4	0.00000001	0.00000001
2	Yes	5	0.00000001	0.00000001
3	Yes	5	0.00000001	0.00000001
4	Yes	5	0.00000001	0.00000001
5	Yes	4	0.00000001	0.00090638
6	Yes	4	0.00000001	0.00025885
7	Yes	4	0.00000001	0.00014606
8	Yes	5	0.00000001	0.00000001
9	Yes	4	0.00000001	0.00076397
10	Yes	5	0.00000001	0.00000001
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15	Yes	5	0.00000001	0.00000001
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18	Yes	4	0.00000001	0.00021061
19	Yes	4	0.00000001	0.00000001
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45	Yes	4	0.00000001	0.00000001
46	Yes	4	0.00000001	0.00000001
47	Yes	4	0.00000001	0.00000001
48	Yes	4	0.00000001	0.00000001
49	Yes	4	0.00000001	0.00000001
50	Yes	4	0.00000001	0.00000001

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Maximum Tower Deflections - Service Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	27 - 0	1.243	41	0.3286	0.0373

Critical Deflections and Radius of Curvature - Service Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
31.50	Commscope 15"x24" Omni	41	1.243	0.3286	0.0373	Inf
28.75	Commscope SSC-760236966 12"x42" Concealment	41	1.243	0.3286	0.0373	Inf
24.00	Street Light (Commscope Project)	41	1.105	0.2921	0.0332	Inf
23.00	LIGHT ARM SMALL	41	1.059	0.2799	0.0318	Inf

Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	27 - 0	9.920	24	2.5211	0.4170

Critical Deflections and Radius of Curvature - Design Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
31.50	Commscope 15"x24" Omni	24	9.920	2.5211	0.4170	Inf
28.75	Commscope SSC-760236966 12"x42" Concealment	24	9.920	2.5211	0.4170	Inf
24.00	Street Light (Commscope Project)	24	8.818	2.2409	0.3706	Inf
23.00	LIGHT ARM SMALL	24	8.450	2.1476	0.3552	Inf

Compression Checks

Pole Design Data

Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u lb	φP _n lb	Ratio $\frac{P_u}{\phi P_n}$
L1	27 - 25.65	HSS8.625x.188	27.00	0.00	0.0	4.6196	-310.30	174622.00	0.002

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	Client	Commscope	Designed by	Eric Rawlins, P.E., S.E.

Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u lb	φP _n lb	Ratio $\frac{P_u}{\phi P_n}$
	25.65 - 24.3					4.6196	-333.73	174622.00	0.002
	24.3 - 22.95					4.6196	-448.39	174622.00	0.003
	22.95 - 21.6					4.6196	-472.28	174622.00	0.003
	21.6 - 20.25					4.6196	-490.50	174622.00	0.003
	20.25 - 18.9					4.6196	-514.77	174622.00	0.003
	18.9 - 17.55					4.6196	-539.35	174622.00	0.003
	17.55 - 16.2					4.6196	-564.27	174622.00	0.003
	16.2 - 14.85					4.6196	-589.57	174622.00	0.003
	14.85 - 13.5					4.6196	-613.79	174622.00	0.004
	13.5 - 12.15					4.6196	-640.04	174622.00	0.004
	12.15 - 10.8					4.6196	-666.84	174622.00	0.004
	10.8 - 9.45					4.6196	-694.22	174622.00	0.004
	9.45 - 8.1					4.6196	-722.26	174622.00	0.004
	8.1 - 6.75					4.6196	-750.99	174622.00	0.004
	6.75 - 5.4					4.6196	-780.48	174622.00	0.004
	5.4 - 4.05					4.6196	-810.78	174622.00	0.005
	4.05 - 2.7					4.6196	-841.95	174622.00	0.005
	2.7 - 1.35					4.6196	-874.05	174622.00	0.005
	1.35 - 0					4.6196	-907.14	174622.00	0.005

Pole Bending Design Data

Section No.	Elevation ft	Size	M _{ux} lb-ft	φM _{nx} lb-ft	Ratio $\frac{M_{ux}}{\phi M_{nx}}$	M _{uy} lb-ft	φM _{ny} lb-ft	Ratio $\frac{M_{uy}}{\phi M_{ny}}$
L1	27 - 25.65	HSS8.625x.188	1280.40	38826.67	0.033	0.00	38826.67	0.000
	25.65 - 24.3		1789.00	38826.67	0.046	0.00	38826.67	0.000
	24.3 - 22.95		3153.04	38826.67	0.081	0.00	38826.67	0.000
	22.95 - 21.6		4186.35	38826.67	0.108	0.00	38826.67	0.000
	21.6 - 20.25		5265.27	38826.67	0.136	0.00	38826.67	0.000
	20.25 - 18.9		6552.48	38826.67	0.169	0.00	38826.67	0.000
	18.9 - 17.55		7906.67	38826.67	0.204	0.00	38826.67	0.000
	17.55 - 16.2		9326.75	38826.67	0.240	0.00	38826.67	0.000
	16.2 - 14.85		10812.00	38826.67	0.278	0.00	38826.67	0.000
	14.85 - 13.5		12384.83	38826.67	0.319	0.00	38826.67	0.000
	13.5 - 12.15		14039.42	38826.67	0.362	0.00	38826.67	0.000
	12.15 - 10.8		15757.75	38826.67	0.406	0.00	38826.67	0.000
	10.8 - 9.45		17539.17	38826.67	0.452	0.00	38826.67	0.000
	9.45 - 8.1		19383.33	38826.67	0.499	0.00	38826.67	0.000
	8.1 - 6.75		21289.67	38826.67	0.548	0.00	38826.67	0.000
	6.75 - 5.4		23257.67	38826.67	0.599	0.00	38826.67	0.000
	5.4 - 4.05		25286.58	38826.67	0.651	0.00	38826.67	0.000
	4.05 - 2.7		27375.92	38826.67	0.705	0.00	38826.67	0.000
	2.7 - 1.35		29524.83	38826.67	0.760	0.00	38826.67	0.000
	1.35 - 0		31732.58	38826.67	0.817	0.00	38826.67	0.000

Pole Shear Design Data

Section No.	Elevation ft	Size	Actual V _u lb	φV _n lb	Ratio $\frac{V_u}{\phi V_n}$	Actual T _u lb-ft	φT _n lb-ft	Ratio $\frac{T_u}{\phi T_n}$
L1	27 - 25.65	HSS8.625x.188	352.45	87311.00	0.004	1.04	60273.83	0.000

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Section No.	Elevation ft	Size	Actual V_u lb	ϕV_n lb	Ratio $\frac{V_u}{\phi V_n}$	Actual T_u lb-ft	ϕT_n lb-ft	Ratio $\frac{T_u}{\phi T_n}$
	25.65 - 24.3		401.11	87311.00	0.005	1.04	60273.83	0.000
	24.3 - 22.95		741.33	87311.00	0.008	0.00	60273.83	0.000
	22.95 - 21.6		789.75	87311.00	0.009	0.00	60273.83	0.000
	21.6 - 20.25		934.24	87311.00	0.011	1718.62	60273.83	0.029
	20.25 - 18.9		982.41	87311.00	0.011	1718.54	60273.83	0.029
	18.9 - 17.55		1030.44	87311.00	0.012	1718.44	60273.83	0.029
	17.55 - 16.2		1078.29	87311.00	0.012	1718.31	60273.83	0.029
	16.2 - 14.85		1125.95	87311.00	0.013	1718.16	60273.83	0.029
	14.85 - 13.5		1203.51	87311.00	0.014	1982.20	60273.83	0.033
	13.5 - 12.15		1250.77	87311.00	0.014	1981.96	60273.83	0.033
	12.15 - 10.8		1297.75	87311.00	0.015	1981.68	60273.83	0.033
	10.8 - 9.45		1344.41	87311.00	0.015	1981.38	60273.83	0.033
	9.45 - 8.1		1390.74	87311.00	0.016	1981.06	60273.83	0.033
	8.1 - 6.75		1436.69	87311.00	0.016	1980.73	60273.83	0.033
	6.75 - 5.4		1482.24	87311.00	0.017	1980.41	60273.83	0.033
	5.4 - 4.05		1527.33	87311.00	0.017	1980.10	60273.83	0.033
	4.05 - 2.7		1571.94	87311.00	0.018	1979.83	60273.83	0.033
	2.7 - 1.35		1616.03	87311.00	0.019	1979.63	60273.83	0.033
	1.35 - 0		1659.54	87311.00	0.019	1979.51	60273.83	0.033

Pole Interaction Design Data

Section No.	Elevation ft	Ratio P_u ϕP_n	Ratio M_{ux} ϕM_{nx}	Ratio M_{uy} ϕM_{ny}	Ratio V_u ϕV_n	Ratio T_u ϕT_n	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
L1	27 - 25.65	0.002	0.033	0.000	0.004	0.000	0.035	1.000	4.8.2 ✓
	25.65 - 24.3	0.002	0.046	0.000	0.005	0.000	0.048	1.000	4.8.2 ✓
	24.3 - 22.95	0.003	0.081	0.000	0.008	0.000	0.084	1.000	4.8.2 ✓
	22.95 - 21.6	0.003	0.108	0.000	0.009	0.000	0.111	1.000	4.8.2 ✓
	21.6 - 20.25	0.003	0.136	0.000	0.011	0.029	0.140	1.000	4.8.2 ✓
	20.25 - 18.9	0.003	0.169	0.000	0.011	0.029	0.173	1.000	4.8.2 ✓
	18.9 - 17.55	0.003	0.204	0.000	0.012	0.029	0.208	1.000	4.8.2 ✓
	17.55 - 16.2	0.003	0.240	0.000	0.012	0.029	0.245	1.000	4.8.2 ✓
	16.2 - 14.85	0.003	0.278	0.000	0.013	0.029	0.284	1.000	4.8.2 ✓
	14.85 - 13.5	0.004	0.319	0.000	0.014	0.033	0.325	1.000	4.8.2 ✓
	13.5 - 12.15	0.004	0.362	0.000	0.014	0.033	0.367	1.000	4.8.2 ✓
	12.15 - 10.8	0.004	0.406	0.000	0.015	0.033	0.412	1.000	4.8.2 ✓
	10.8 - 9.45	0.004	0.452	0.000	0.015	0.033	0.458	1.000	4.8.2 ✓

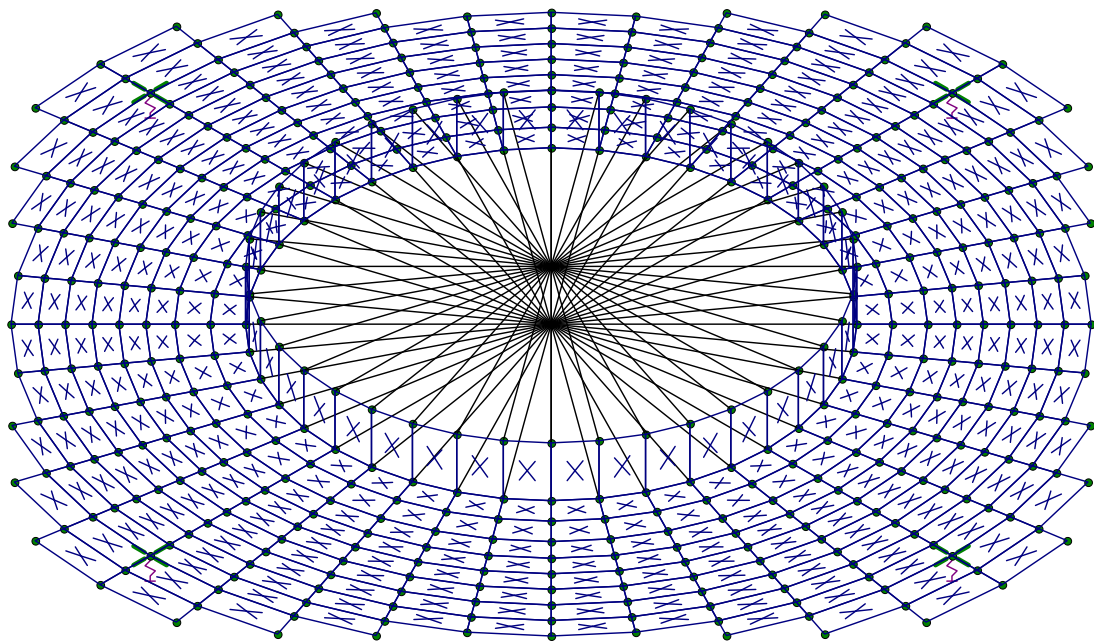
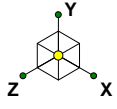
tnxTower J5 Infrastructure Partners 767 North Star Road Star, ID 83669 Phone: (208) 286-0266 FAX:	Job	32.5' Light Pole for Tennessee and Florida	Page	13 of 13
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	Client	Commscope	Designed by	Eric Rawlins, P.E., S.E.

Section No.	Elevation ft	Ratio P_u ϕP_n	Ratio M_{ux} ϕM_{nx}	Ratio M_{uy} ϕM_{ny}	Ratio V_u ϕV_n	Ratio T_u ϕT_n	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
	9.45 - 8.1	0.004	0.499	0.000	0.016	0.033	0.506 ✓	1.000	4.8.2 ✓
	8.1 - 6.75	0.004	0.548	0.000	0.016	0.033	0.555 ✓	1.000	4.8.2 ✓
	6.75 - 5.4	0.004	0.599	0.000	0.017	0.033	0.606 ✓	1.000	4.8.2 ✓
	5.4 - 4.05	0.005	0.651	0.000	0.017	0.033	0.658 ✓	1.000	4.8.2 ✓
	4.05 - 2.7	0.005	0.705	0.000	0.018	0.033	0.712 ✓	1.000	4.8.2 ✓
	2.7 - 1.35	0.005	0.760	0.000	0.019	0.033	0.768 ✓	1.000	4.8.2 ✓
	1.35 - 0	0.005	0.817	0.000	0.019	0.033	0.825 ✓	1.000	4.8.2 ✓

Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P lb	ϕP_{allow} lb	% Capacity	Pass Fail
L1	27 - 0	Pole	HSS8.625x.188	1	-907.14	174622.00	82.5	Pass
							Summary	
							Pole (L1)	82.5
							RATING =	82.5
								Pass

Program Version 7.0.8.5 - 9/29/2017 File:C:/Users/erawlins/Desktop/Commscope 40 foot pole and foundation/33' Pole for Florida and Tennessee/Commscope SSC-760240979Kx33 32.5 foot pole and foundation for Tennessee and Florida_2018-09-10.eri



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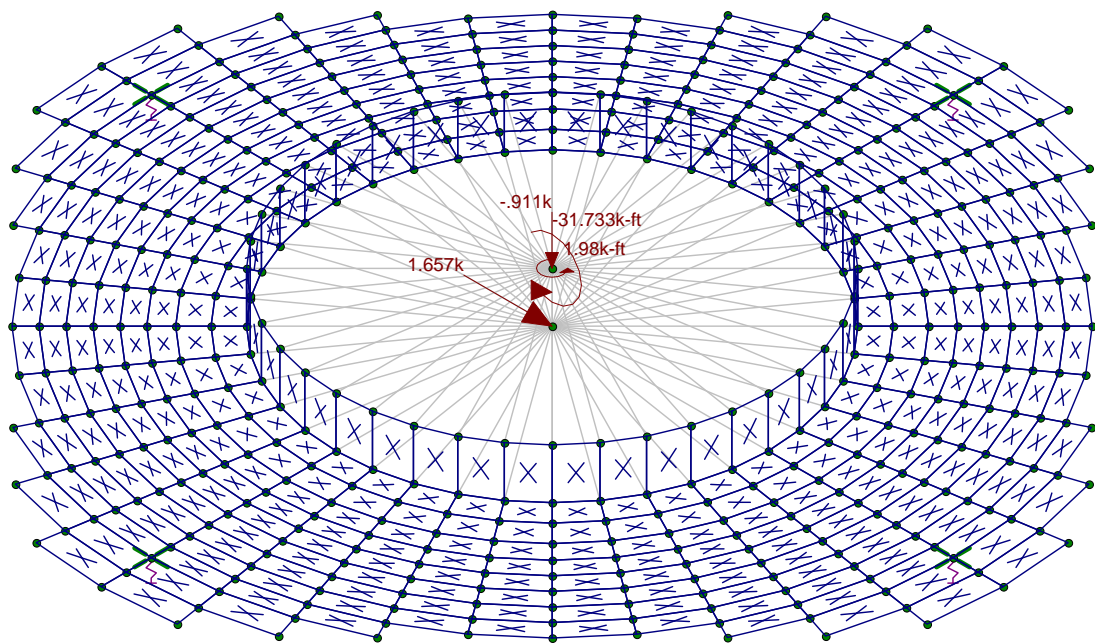
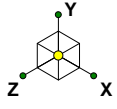
Eric Rawlins, P.E.

32.5' Lightpole for Tennessee and Florida

SK - 1

Sept 10, 2018 at 2:46 PM

Commscope 32.5' Lightpole basep...



Loads: BLC 1, Proposed Lightpole Reactions

Commscope

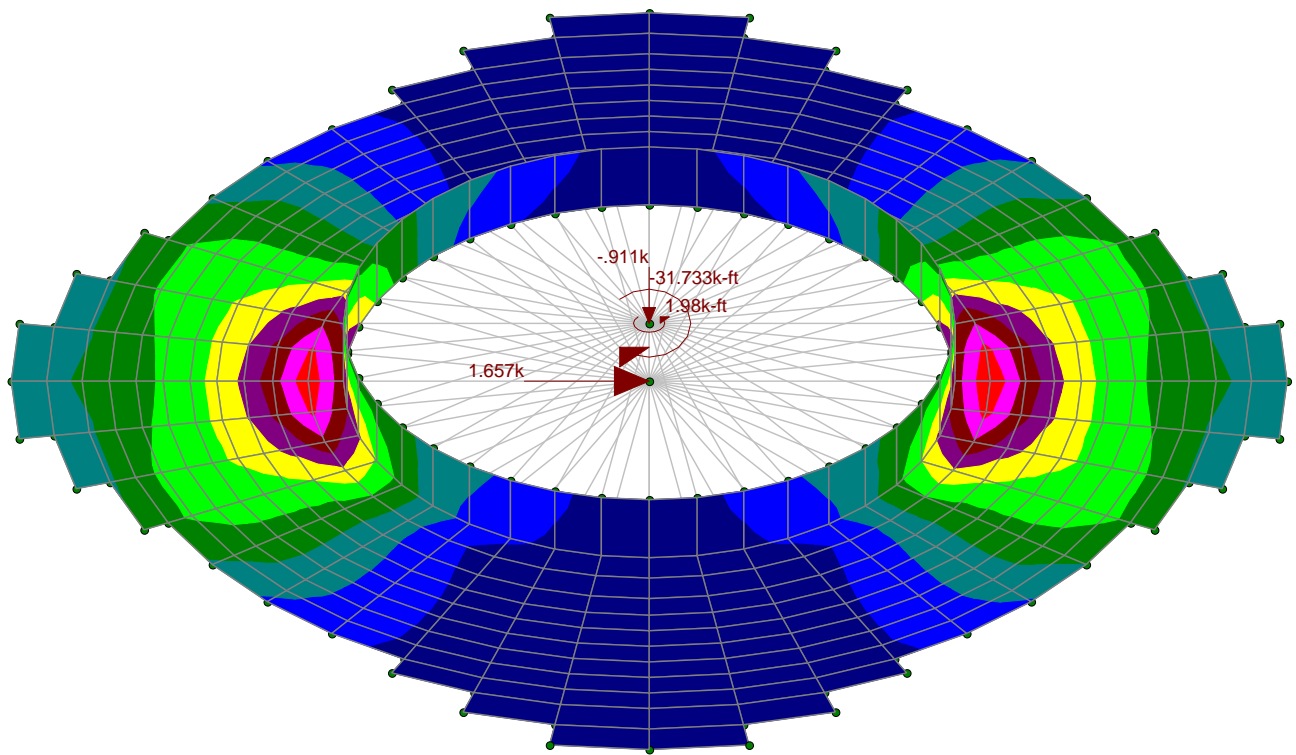
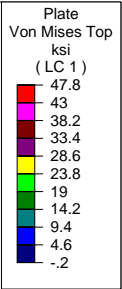
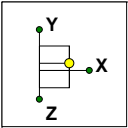
Eric Rawlins, P.E.

32.5' Lightpole for Tennessee and Florida

SK - 2

Sept 10, 2018 at 2:47 PM

Commscope 32.5' Lightpole basep...



Loads: BLC 1, Proposed Lightpole Reactions
Results for LC 1, Proposed 33' Lightpole Base Reactions

Commscope

Eric Rawlins, P.E.

32.5' Lightpole for Tennessee and Florida

SK - 3

Sept 10, 2018 at 2:47 PM

Commscope 32.5' Lightpole basep...



Company : Commscope
Designer : Eric Rawlins, P.E.
Job Number :
Model Name : 32.5' Lightpole for Tennessee and Florida

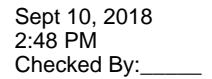
Sept 10, 2018
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Checked By: _____

Joint Boundary Conditions

	Joint Label	X [k/in]	Y [k/in]	Z [k/in]	X Rot.[k-ft/rad]	Y Rot.[k-ft/rad]	Z Rot.[k-ft/rad]
1	N689A	Reaction	S2965	Reaction			
2	N699A	Reaction	S2965	Reaction			
3	N709A	Reaction	S2965	Reaction			
4	N719A	Reaction	S2965	Reaction			

Plate Primary Data

	Label	A Joint	B Joint	C Joint	D Joint	Material	Thickness[in]
1	P241	N322	N323	N248	N247	gen Steel	.322
2	P242	N323	N324	N249	N248	gen Steel	.322
3	P243	N324	N325	N250	N249	gen Steel	.322
4	P244	N325	N326	N251	N250	gen Steel	.322
5	P245	N326	N327	N252	N251	gen Steel	.322
6	P246	N327	N328	N253	N252	gen Steel	.322
7	P247	N328	N329	N254	N253	gen Steel	.322
8	P248	N329	N330	N255	N254	gen Steel	.322
9	P249	N330	N331	N256	N255	gen Steel	.322
10	P250	N331	N332	N257	N256	gen Steel	.322
11	P251	N332	N333	N258	N257	gen Steel	.322
12	P252	N333	N334	N259	N258	gen Steel	.322
13	P253	N334	N335	N260	N259	gen Steel	.322
14	P254	N335	N336	N261	N260	gen Steel	.322
15	P255	N336	N337	N262	N261	gen Steel	.322
16	P256	N337	N338	N263	N262	gen Steel	.322
17	P257	N338	N339	N264	N263	gen Steel	.322
18	P258	N339	N340	N265	N264	gen Steel	.322
19	P259	N340	N341	N266	N265	gen Steel	.322
20	P260	N341	N342	N267	N266	gen Steel	.322
21	P261	N342	N343	N268	N267	gen Steel	.322
22	P262	N343	N344	N269	N268	gen Steel	.322
23	P263	N344	N345	N270	N269	gen Steel	.322
24	P264	N345	N346	N271	N270	gen Steel	.322
25	P265	N346	N347	N272	N271	gen Steel	.322
26	P266	N347	N348	N273	N272	gen Steel	.322
27	P267	N348	N349	N274	N273	gen Steel	.322
28	P268	N349	N350	N275	N274	gen Steel	.322
29	P269	N350	N351	N276	N275	gen Steel	.322
30	P270	N351	N352	N277	N276	gen Steel	.322
31	P271	N352	N353	N278	N277	gen Steel	.322
32	P272	N353	N354	N279	N278	gen Steel	.322
33	P273	N354	N355	N280	N279	gen Steel	.322
34	P274	N355	N356	N281	N280	gen Steel	.322
35	P275	N356	N357	N282	N281	gen Steel	.322
36	P276	N357	N358	N283	N282	gen Steel	.322
37	P277	N358	N359	N284	N283	gen Steel	.322
38	P278	N359	N360	N285	N284	gen Steel	.322
39	P279	N360	N361	N286	N285	gen Steel	.322
40	P280	N361	N322	N247	N286	gen Steel	.322
41	P281	N247	N248	N563	N562	gen Steel	1.25
42	P282	N248	N249	N564	N563	gen Steel	1.25
43	P283	N249	N250	N565	N564	gen Steel	1.25
44	P284	N250	N251	N566	N565	gen Steel	1.25
45	P285	N251	N252	N567	N566	gen Steel	1.25
46	P286	N252	N253	N568	N567	gen Steel	1.25
47	P287	N253	N254	N569	N568	gen Steel	1.25



	Label	A Joint	B Joint	C Joint	D Joint	Material	Thickness[in]
390	P652	N700A	N701A	N776	N775	gen Steel	1.25
391	P659	N707A	N708A	N783	N782	gen Steel	1.25
392	P660	N708A	N709A	N784	N783	gen Steel	1.25
393	P661	N709A	N710A	N785	N784	gen Steel	1.25
394	P662	N710A	N711A	N786	N785	gen Steel	1.25
395	P669	N717A	N718A	N793	N792	gen Steel	1.25
396	P670	N718A	N719A	N794	N793	gen Steel	1.25
397	P671	N719A	N720A	N795	N794	gen Steel	1.25
398	P672	N720A	N721A	N796	N795	gen Steel	1.25
399	P679	N727	N728	N803	N802	gen Steel	1.25
400	P680	N728	N689A	N764	N803	gen Steel	1.25
401	P681	N764	N765	N806	N805	gen Steel	1.25
402	P690	N773	N774	N815	N814	gen Steel	1.25
403	P691	N774	N775	N816	N815	gen Steel	1.25
404	P700	N783	N784	N825	N824	gen Steel	1.25
405	P701	N784	N785	N826	N825	gen Steel	1.25
406	P710	N793	N794	N835	N834	gen Steel	1.25
407	P711	N794	N795	N836	N835	gen Steel	1.25
408	P720	N803	N764	N805	N844	gen Steel	1.25

	Joint Label	L,D,M	Direction	Magnitude[(k,k-ft), (in,rad), (k*s^2/in, k*s^2*in)]
1	N441A	L	Y	-.911
2	N361A	L	X	1.657
3	N441A	L	Mz	-31.733
4	N441A	L	My	1.98

BLC Description		Category	X Gravity	Y Gravity	Z Gravity	Joint	Point	Distribut...	Area(Me...	Surface(...
1	Proposed Lightpole Reactions	None				4				

[illegible]

LC		Joint Label	X [k]	Y [k]	Z [k]	MX [k-ft]	MY [k-ft]	MZ [k-ft]
1	1	N699A	-.526	24.024	.742	0	0	0
2	1	N719A	-.526	-23.569	-.742	0	0	0
3	1	N689A	-1.045	.228	0	0	0	0
4	1	N709A	.44	.228	0	0	0	0
5	1	Totals:	-1.657	.911	0			
6	1	COG (in):	X: 0	Y: 1	Z: 0			

LC		Plate Label	Loc	Sigma1[ksi]	Sigma2[ksi]	Tau Max[ksi]	Angle[rad]	Von Mises[ksi]
1	1	P290	T	-17.236	-59.182	20.973	.058	52.721
2			B	58.942	17.24	20.851	1.622	52.491
3	1	P291	T	-17.262	-59.134	20.936	-.051	52.669



Company : Commscope
Designer : Eric Rawlins, P.E.
Job Number :
Model Name : 32.5' Lightpole for Tennessee and Florida

Sept 10, 2018
2:48 PM
Checked By: _____

Plate Principal Stresses (Continued)

	LC	Plate Label	Loc	Sigma1[ksi]	Sigma2[ksi]	Tau Max[ksi]	Angle[rad]	Von Mises[ksi]
688			B	.668	-.504	.586	1.007	1.018
689	1	P361	T	.017	-.615	.316	2.339	.624
690			B	.908	-.268	.588	.777	1.068
691	1	P401	T	-.003	-.613	.305	2.33	.612
692			B	.896	-.227	.561	.767	1.028
693	1	P282	T	.495	-.149	.322	1.619	.584
694			B	.368	-.634	.501	.465	.878
695	1	P661	T	.59	.025	.282	.344	.578
696			B	.081	-.429	.255	2.119	.475
697	1	P440	T	.327	-.334	.331	-.399	.573
698			B	.524	-.569	.546	1.009	.947
699	1	P321	T	.053	-.542	.298	2.345	.571
700			B	.866	-.343	.604	.785	1.079
701	1	P441	T	-.011	-.57	.279	2.324	.564
702			B	.858	-.209	.534	.755	.98
703	1	P281	T	.176	-.416	.296	-.775	.527
704			B	.798	-.527	.663	.796	1.156
705	1	P480	T	.357	-.235	.296	-.374	.516
706			B	.415	-.606	.511	1.021	.89
707	1	P481	T	-.009	-.497	.244	2.329	.492
708			B	.812	-.212	.512	.742	.936
709	1	P641	T	.365	-.181	.273	-.664	.481
710			B	.459	-.006	.233	.352	.462
711	1	P680	T	.346	-.182	.264	-.698	.465
712			B	-.076	-.724	.324	1.337	.689
713	1	P520	T	.361	-.15	.255	-.331	.454
714			B	.331	-.635	.483	1.036	.85
715	1	P521	T	0	-.4	.2	2.352	.4
716			B	.771	-.233	.502	.723	.91
717	1	P660	T	.079	-.347	.213	1.048	.392
718			B	.232	-.231	.232	-.775	.401
719	1	P560	T	.346	-.07	.208	-.269	.385
720			B	.262	-.677	.47	1.053	.839
721	1	P701	T	.381	.005	.188	.495	.379
722			B	.009	-.348	.178	2.108	.352
723	1	P720	T	.325	-.019	.172	-.569	.336
724			B	-.014	-.405	.196	1.103	.398
725	1	P600	T	.288	.005	.142	-.189	.286
726			B	.218	-.757	.487	1.067	.886
727	1	P561	T	.038	-.261	.149	-.693	.282
728			B	.752	-.282	.517	.687	.925
729	1	P700	T	.061	-.231	.146	.751	.267
730			B	.21	-.087	.148	2.26	.264
731	1	P681	T	.106	-.196	.151	-.648	.265
732			B	.248	-.045	.146	.776	.273
733	1	P601	T	.179	-.07	.125	-.187	.223
734			B	.81	-.322	.566	.594	1.011
735	1	P640	T	.125	.067	.029	.588	.109
736			B	.171	-.96	.565	1.107	1.056

32.5' Lightpole for Tennessee and Florida Markets Baseplate and Anchor Checks

ANCHOR BOLT DESIGN	
QUANTITY	4
DIAMETER (in)	1.25
ULTIMATE STRENGTH (ksi)	75
MAX TENSION (K)	23.57
EFFECTIVE AREA (in^2)	0.981748
ALLOWABLE TENSION (K)	58.90486
$\eta = 0.55$ (GROUTED); 0.50 (ELEVATED)	0.5
TOTAL SHEAR (K)	1.657
SHEAR PER BOLT (K)	0.41425
$(P_u + V_u/\eta)/\phi R_{nt}$	0.414202

BASEPLATE DESIGN	
THICKNESS (in)	1.25
STEEL GRADE (KSI)	65
MAX STRESS (KSI)	52.72
ADJUSTMENT PLASTIC SECTION	35.14667
ALLOWABLE STRESS (KSI)	58.5
PLATE STRESS	60.07977

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 Specifier: Eric Rawlins
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 E-Mail:

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Date:	9/10/2018

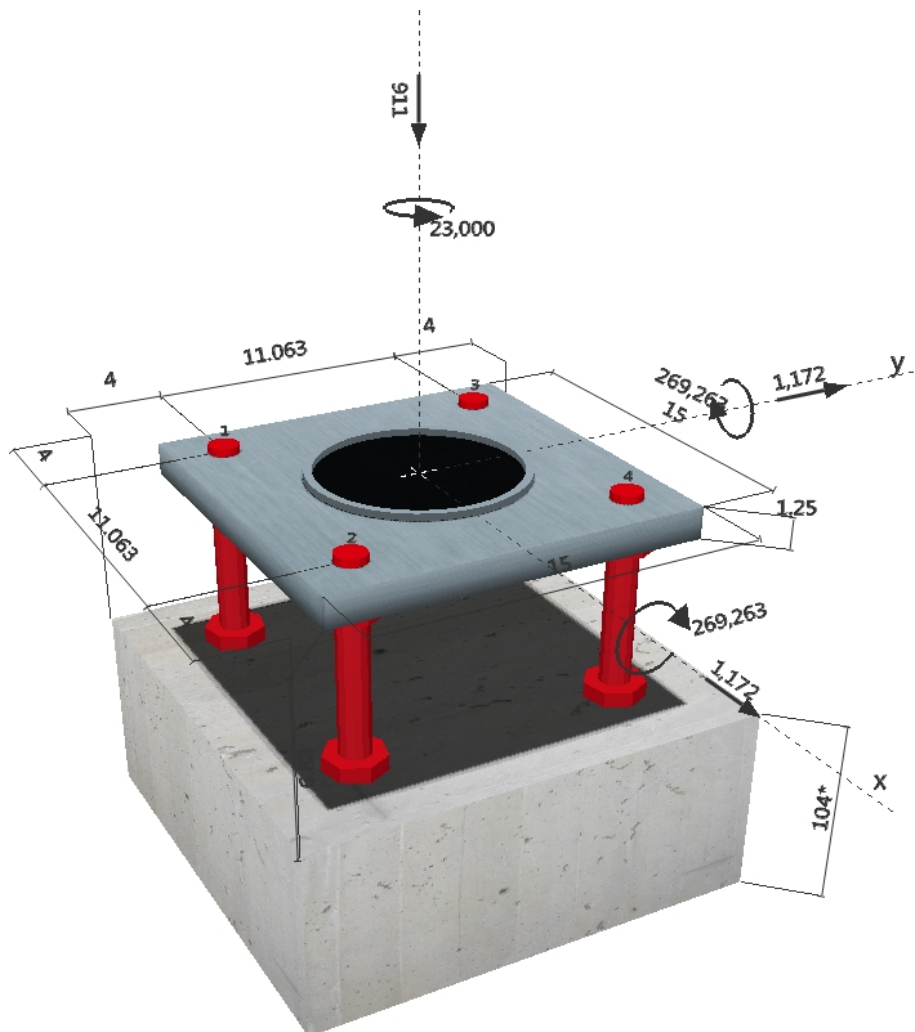
Specifier's comments: For Tennessee and Florida Markets

1 Input data

Anchor type and diameter:	Heavy Hex Head ASTM F 1554 GR. 55 1 1/4
Effective embedment depth:	$h_{ef} = 24.000$ in.
Material:	ASTM F 1554
Proof:	Design method ACI 318-11 / CIP
Stand-off installation:	with clamping (anchor); restraint level (anchor plate): 2.00; $e_b = 6.880$ in.; $t = 1.250$ in.
Anchor plate:	$l_x \times l_y \times t = 15.000$ in. \times 15.000 in. \times 1.250 in.; (Recommended plate thickness: not calculated)
Profile:	Round HSS, Steel pipe (AISC); $(L \times W \times T) = 8.630$ in. \times 8.630 in. \times 0.322 in.
Base material:	cracked concrete, 4000, $f'_c = 4000$ psi; $h = 104.000$ in.
Reinforcement:	tension: condition A, shear: condition A; anchor reinforcement: tension edge reinforcement: > No. 4 bar with stirrups Corner reinforcement acc. to ACI 318-11 Part D.6.2.3 (c) present



Geometry [in.] & Loading [lb, in.lb]



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2 Load case/Resulting anchor forces

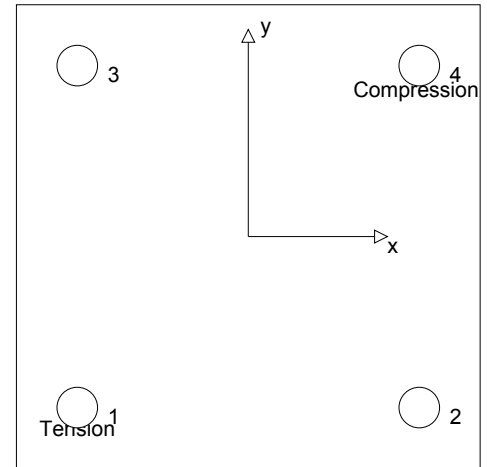
Load case: Design loads

Anchor reactions [lb]

Tension force: (+Tension, -Compression)

Anchor	Tension force	Shear force	Shear force x	Shear force y
1	24111	844	813	-227
2	-228	1149	813	813
3	-228	321	-227	-227
4	-24567	844	-227	813

max. concrete compressive strain: - [‰]
 max. concrete compressive stress: - [psi]
 resulting tension force in (x/y)=(-5.531/-5.531): 24111 [lb]
 resulting compression force in (x/y)=(5.431/5.431): 25022 [lb]



3 Tension load

	Load N_{ua} [lb]	Capacity ϕN_n [lb]	Utilization $\beta_N = N_{ua}/\phi N_n$	Status
Steel Strength*	-24567	54506	46	OK
Pullout Strength*	24111	50109	49	OK
Concrete Breakout Strength**1	N/A	N/A	N/A	N/A
Concrete Side-Face Blowout, direction x-**	24111	45405	54	OK

* anchor having the highest loading ** anchor group (anchors in tension)

¹ Tension Anchor Reinforcement has been selected!

3.1 Steel Strength

$$N_{sa} = A_{se,N} f_{uta} \quad \text{ACI 318-11 Eq. (D-2)}$$

$$\phi N_{sa} \geq N_{ua} \quad \text{ACI 318-11 Table D.4.1.1}$$

Variables

$A_{se,N}$ [in. ²]	f_{uta} [psi]
0.97	75000

Calculations

N_{sa} [lb]
72675

Results

N_{sa} [lb]	ϕ_{steel}	ϕN_{sa} [lb]	N_{ua} [lb]
72675	0.750	54506	-24567

The steel proof was done for the highest absolute force per anchor - in this case compression loading. Please be aware that buckling should be verified separately

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3.2 Pullout Strength

$$N_{pN} = \psi_{c,p} N_p \quad \text{ACI 318-11 Eq. (D-13)}$$

$$N_p = 8 A_{brg} f_c \quad \text{ACI 318-11 Eq. (D-14)}$$

$$\phi N_{pN} \geq N_{ua} \quad \text{ACI 318-11 Table D.4.1.1}$$

Variables

$\psi_{c,p}$	$A_{brg} [\text{in.}^2]$	λ_a	$f_c [\text{psi}]$
1.000	2.24	1.000	4000

Calculations

$N_p [\text{lb}]$
71584

Results

$N_{pn} [\text{lb}]$	ϕ_{concrete}	$\phi N_{pn} [\text{lb}]$	$N_{ua} [\text{lb}]$
71584	0.700	50109	24111

3.3 Concrete Side-Face Blowout, direction x-

$$N_{sb} = 160 c_{a1} \sqrt{A_{brg}} \lambda_a \sqrt{f_c} \quad \text{ACI 318-11 Eq. (D-16)}$$

$$N_{sbg} = \alpha_{group} N_{sb} \quad \text{ACI 318-11 Eq. (D-17)}$$

$$\phi N_{sbg} \geq N_{ua} \quad \text{ACI 318-11 Table (D.4.1.1)}$$

$$\alpha_{group} = \left(1 + \frac{s}{6 c_{a1}} \right) \quad \text{see ACI 318-11, Part D.5.4.2 Eq. (D-17)}$$

Variables

$c_{a1} [\text{in.}]$	$c_{a2} [\text{in.}]$	$A_{brg} [\text{in.}^2]$	λ_a	$f_c [\text{psi}]$	$s [\text{in.}]$
4.000	4.000	0.00	1.000	4000	-

Calculations

α_{group}	$N_{sb} [\text{lb}]$
1.000	60540

Results

$N_{sbg} [\text{lb}]$	ϕ_{concrete}	$\phi N_{sbg} [\text{lb}]$	$N_{ua,edge} [\text{lb}]$
60540	0.750	45405	24111

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4 Shear load

	Load V_{ua} [lb]	Capacity ϕV_n [lb]	Utilization $\beta_v = V_{ua}/\phi V_n$	Status
Steel Strength*	1149	28343	5	OK
Steel failure (with lever arm)*	844	1105	77	OK
Pryout Strength*	1149	10243	12	OK
Concrete edge failure in direction x+**	2299	4138	56	OK

* anchor having the highest loading ** anchor group (relevant anchors)

4.1 Steel Strength

$$V_{sa} = 0.6 A_{se,V} f_{uta} \quad \text{ACI 318-11 Eq. (D-29)}$$

$$\phi V_{steel} \geq V_{ua} \quad \text{ACI 318-11 Table D.4.1.1}$$

Variables

$A_{se,V}$ [in. ²]	f_{uta} [psi]
0.97	75000

Calculations

V_{sa} [lb]
43605

Results

V_{sa} [lb]	ϕ_{steel}	ϕV_{sa} [lb]	V_{ua} [lb]
43605	0.650	28343	1149

4.2 Steel failure (with lever arm)

$$V_s^M = \frac{\alpha_M \cdot M_s}{L_b} \quad \text{bending equation for stand-off}$$

$$M_s = M_s^0 \left(1 - \frac{N_{ua}}{\phi N_{sa}} \right) \quad \text{resultant flexural resistance of anchor}$$

$$M_s^0 = (1.2) (S) (f_{u,min}) \quad \text{characteristic flexural resistance of anchor}$$

$$\left(1 - \frac{N_{ua}}{\phi N_{sa}} \right) \quad \text{reduction for tensile force acting simultaneously with a shear force on the anchor}$$

$$S = \frac{\pi(d)^3}{32} \quad \text{elastic section modulus of anchor bolt at concrete surface}$$

$$L_b = z + (n)(d_0) \quad \text{internal lever arm adjusted for spalling of the surface concrete}$$

$$\phi V_s^M \geq V_{ua} \quad \text{ACI 318-11 Table D.4.1.1}$$

Variables

α_M	$f_{u,min}$ [psi]	N_{ua} [lb]	ϕN_{sa} [lb]	z [in.]	n	d_0 [in.]
2.00	75000	-24567	54506	7.505	0.000	1.250

Calculations

M_s^0 [in.lb]	$\left(1 - \frac{N_{ua}}{\phi N_{sa}} \right)$	M_s [in.lb]	L_b [in.]
11613.505	0.549	6379.117	7.505

Results

V_s^M [lb]	ϕ_{steel}	ϕV_s^M [lb]	V_{ua} [lb]
1700	0.650	1105	844

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4.3 Pryout Strength

$$V_{cp} = k_{cp} \left[\left(\frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \right] \quad \text{ACI 318-11 Eq. (D-40)}$$

$$\phi V_{cp} \geq V_{ua} \quad \text{ACI 318-11 Table D.4.1.1}$$

$$A_{Nc} \text{ see ACI 318-11, Part D.5.2.1, Fig. RD.5.2.1(b)}$$

$$A_{Nc0} = 9 h_{ef}^2 \quad \text{ACI 318-11 Eq. (D-5)}$$

$$\psi_{ec,N} = \left(\frac{1}{1 + \frac{2 e_N}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-11 Eq. (D-8)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left(\frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-11 Eq. (D-10)}$$

$$\psi_{cp,N} = \text{MAX} \left(\frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-11 Eq. (D-12)}$$

$$N_b = k_c \lambda_a \sqrt{f'_c} h_{ef}^{1.5} \quad \text{ACI 318-11 Eq. (D-6)}$$

Variables

k_{cp}	h_{ef} [in.]	$e_{c1,N}$ [in.]	$e_{c2,N}$ [in.]	$c_{a,min}$ [in.]
2	3.688	0.000	0.000	4.000
$\psi_{c,N}$	c_{ac} [in.]	k_c	λ_a	f'_c [psi]
1.000	-	24	1.000	4000

Calculations

A_{Nc} [in. ²]	A_{Nc0} [in. ²]	$\psi_{ec1,N}$	$\psi_{ec2,N}$	$\psi_{ed,N}$	$\psi_{cp,N}$	N_b [lb]
90.85	122.39	1.000	1.000	0.917	1.000	10749

Results

V_{cp} [lb]	$\phi_{concrete}$	ϕV_{cp} [lb]	V_{ua} [lb]
14632	0.700	10243	1149

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4.4 Concrete edge failure in direction x+

$$V_{cbg} = \left(\frac{A_{Vc}}{A_{Vc0}} \right) \psi_{ec,V} \psi_{ed,V} \psi_{c,V} \psi_{h,V} \psi_{parallel,V} V_b \quad \text{ACI 318-11 Eq. (D-31)}$$

$$\phi V_{cbg} \geq V_{ua} \quad \text{ACI 318-11 Table D.4.1.1}$$

$$A_{Vc} \text{ see ACI 318-11, Part D.6.2.1, Fig. RD.6.2.1(b)}$$

$$A_{Vc0} = 4.5 c_{a1}^2 \quad \text{ACI 318-11 Eq. (D-32)}$$

$$\psi_{ec,V} = \left(\frac{1}{1 + \frac{2e_v}{3c_{a1}}} \right) \leq 1.0 \quad \text{ACI 318-11 Eq. (D-36)}$$

$$\psi_{ed,V} = 0.7 + 0.3 \left(\frac{c_{a2}}{1.5c_{a1}} \right) \leq 1.0 \quad \text{ACI 318-11 Eq. (D-38)}$$

$$\psi_{h,V} = \sqrt{\frac{1.5c_{a1}}{h_a}} \geq 1.0 \quad \text{ACI 318-11 Eq. (D-39)}$$

$$V_b = 9 \lambda_a \sqrt{f_c} c_{a1}^{1.5} \quad \text{ACI 318-11 Eq. (D-34)}$$

Variables

c_{a1} [in.]	c_{a2} [in.]	e_v [in.]	$\psi_{c,V}$	h_a [in.]
4.000	4.000	3.911	1.400	104.000
l_e [in.]	λ_a	d_a [in.]	f_c [psi]	$\psi_{parallel,V}$
10.000	1.000	1.250	4000	1.000

Calculations

A_{Vc} [in. ²]	A_{Vc0} [in. ²]	$\psi_{ec,V}$	$\psi_{ed,V}$	$\psi_{h,V}$	V_b [lb]
114.38	72.00	0.605	0.900	1.000	4554

Results

V_{cbg} [lb]	$\phi_{concrete}$	ϕV_{cbg} [lb]	V_{ua} [lb]
5518	0.750	4138	2299

5 Combined tension and shear loads

β_N	β_V	ζ	Utilization $\beta_{N,V}$ [%]	Status
0.531	0.764	5/3	99	OK

$$\beta_{NV} = \beta_N + \beta_V \leq 1$$

6 Warnings

- The anchor design methods in PROFIS Anchor require rigid anchor plates per current regulations (ETAG 001/Annex C, EOTA TR029, etc.). This means load re-distribution on the anchors due to elastic deformations of the anchor plate are not considered - the anchor plate is assumed to be sufficiently stiff, in order not to be deformed when subjected to the design loading. PROFIS Anchor calculates the minimum required anchor plate thickness with FEM to limit the stress of the anchor plate based on the assumptions explained above. The proof if the rigid base plate assumption is valid is not carried out by PROFIS Anchor. Input data and results must be checked for agreement with the existing conditions and for plausibility!
- Condition A applies when supplementary reinforcement is used. The Φ factor is increased for non-steel Design Strengths except Pullout Strength and Pryout strength. Condition B applies when supplementary reinforcement is not used and for Pullout Strength and Pryout Strength. Refer to your local standard.
- ACI 318 does not specifically address anchor bending when a stand-off condition exists. PROFIS Anchor calculates a shear load corresponding to anchor bending when stand-off exists and includes the results as a shear Design Strength!
- Checking the transfer of loads into the base material and the shear resistance are required in accordance with ACI 318 or the relevant standard!
- Attention! In case of compressive anchor forces a buckling check as well as the proof of the local load transfer into and within the base material (incl. punching) has to be done separately.
- The design of Anchor Reinforcement is beyond the scope of PROFIS Anchor. Refer to ACI 318-11, Part D.5.2.9 for information about Anchor Reinforcement.
- Anchor Reinforcement has been selected as a design option, calculations should be compared with PROFIS Anchor calculations.



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Profis Anchor 2.7.5

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Fastening meets the design criteria!

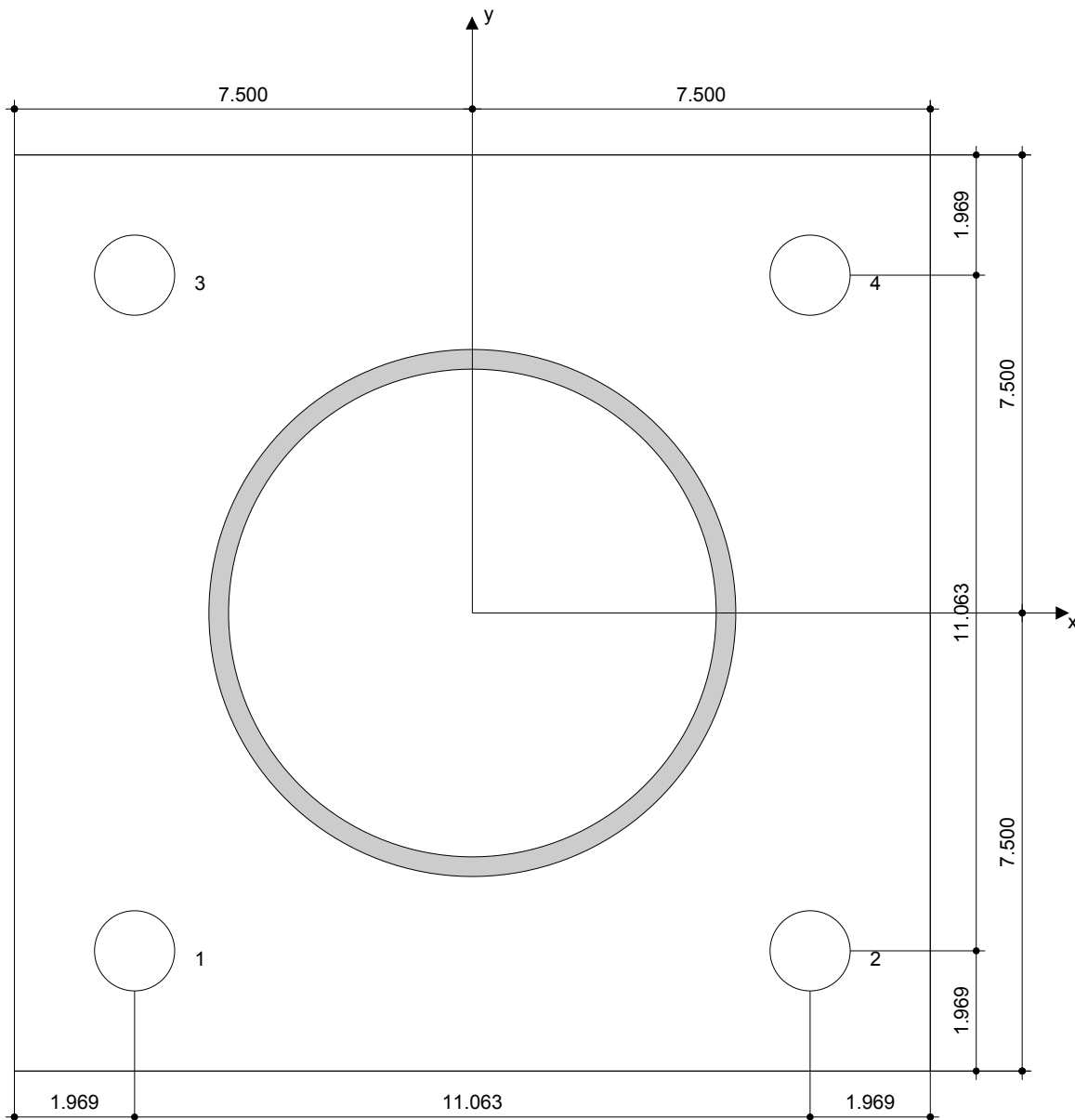
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7 Installation data

Anchor plate, steel: -
 Profile: Round HSS, Steel pipe (AISC); 8.630 x 8.630 x 0.322 in.
 Hole diameter in the fixture: $d_f = 1.313$ in.
 Plate thickness (input): 1.250 in.
 Recommended plate thickness: not calculated
 Drilling method: -
 Cleaning: No cleaning of the drilled hole is required

Anchor type and diameter: Heavy Hex Head ASTM F 1554 GR. 55 1 1/4
 Installation torque: -
 Hole diameter in the base material: - in.
 Hole depth in the base material: 24.000 in.
 Minimum thickness of the base material: 25.344 in.



Coordinates Anchor in.

Anchor	x	y	C _{-x}	C _{+x}	C _{-y}	C _{+y}
1	-5.532	-5.532	4.000	15.063	4.000	15.063
2	5.532	-5.532	15.063	4.000	4.000	15.063
3	-5.532	5.532	4.000	15.063	15.063	4.000
4	5.532	5.532	15.063	4.000	15.063	4.000

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Pole Footing Embedded in Soil

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ENERCALC, INC. 1983-2017, Build:10.17.12.10, Ver:10.17.12.10

Lic. #: KW-06007480

Licensee: J5 INFRASTRUCTURE PARTNERS

Description: 32.5' Pole Foundation, for Tennessee and Florida maximum 150 mph wind and maximum Sds=2.267

Code References

Calculations per IBC 2012 1807.3, CBC 2013, ASCE 7-10

Load Combinations Used: ASCE 7-05

General Information

Pole Footing Shape Circular
Pole Footing Diameter 24.0 in
Calculate Min. Depth for Allowable Pressures
No Lateral Restraint at Ground Surface
Allow Passive 200.0 pcf
Max Passive 3,000.0 pcf

Controlling Values

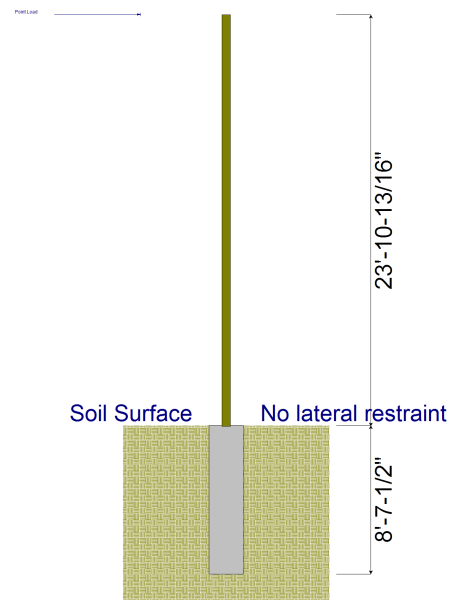
Governing Load Combination: +D+W+H
Lateral Load 1.040 k
Moment 24.856 k-ft

NO Ground Surface Restraint

Pressures at 1/3 Depth
Actual 571.48 psf
Allowable 572.53 psf

Minimum Required Depth 8.625 ft

Footing Base Area 3.142 ft²
Maximum Soil Pressure 0.3183 ksf



Applied Loads

Lateral Concentrated Load (k)		Lateral Distributed Loads (klf)		Vertical Load (k)
D : Dead Load	k		k/ft	0.7590 k
Lr : Roof Live	k		k/ft	k
L : Live	k		k/ft	k
S : Snow	k		k/ft	k
W : Wind	1.040 k		k/ft	k
E : Earthquake	1.150 k		k/ft	k
H : Lateral Earth	k		k/ft	k
Load distance above ground surface	23.90 ft	TOP of Load above ground surface	ft	
		BOTTOM of Load above ground surface	ft	

Load Combination Results

Load Combination	Forces @ Ground Surface		Required Depth - (ft)	Pressure at 1/3 Depth		Soil Increase Factor
	Loads - (k)	Moments - (ft-k)		Actual - (psf)	Allow - (psf)	
D Only	0.000	0.000	0.13	0.0	0.0	1.000
+D+L+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+Lr+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+S+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.750Lr+0.750L+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.750L+0.750S+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+W+H	1.040	24.856	8.63	571.5	572.5	1.000
+1.317D+0.70E+H	0.805	19.240	7.88	521.3	521.5	1.000
+D+0.750Lr+0.750L+0.750W+H	0.780	18.642	7.75	515.5	515.6	1.000

J5 Infrastructure Partners
767 N Star Road
Star, Idaho 83669

Project Title:
Engineer:
Project Descr:

Project ID:

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Pole Footing Embedded in Soil

File = C:\Users\lerawlin\ Desktop\COMMSC-4\33\POL-3\COMMSC-1.EC6
ENERCALC, INC. 1983-2017, Build:10.17.12.10, Ver:10.17.12.10

Lic. # : KW-06007480

Licensee : J5 INFRASTRUCTURE PARTNERS

Description : 32.5' Pole Foundation, for Tennessee and Florida maximum 150 mph wind and maximum Sds=2.267

+D+0.750L+0.750S+0.750W+H	0.780	18.642	7.75	515.5	515.6	1.000
+1.238D+0.750Lr+0.750L+0.5250E+H	0.604	14.430	7.13	469.9	470.3	1.000
+1.238D+0.750L+0.750S+0.5250E+H	0.604	14.430	7.13	469.9	470.3	1.000
+0.60D+W+H	1.040	24.856	8.63	571.5	572.5	1.000
+0.2826D+0.70E+H	0.805	19.240	7.88	521.3	521.5	1.000

Pole Footing Embedded in Soil

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ENERCALC, INC. 1983-2017, Build:10.17.12.10, Ver:10.17.12.10

Licensee : J5 INFRASTRUCTURE PARTNERS

Lic. # : KW-06007480

Description : 32.5' Pole Foundation for Tennessee and Florida, Pole embedded in Aggregate base of 3/4" minus, properly compacted (Seismic Controls)

Code References

Calculations per IBC 2012 1807.3, CBC 2013, ASCE 7-10

Load Combinations Used : ASCE 7-05

General Information

Pole Footing Shape Circular
Pole Footing Diameter 8.625 in
Calculate Min. Depth for Allowable Pressures
No Lateral Restraint at Ground Surface
Allow Passive 300.0 pcf
Max Passive 4,000.0 pcf

Controlling Values

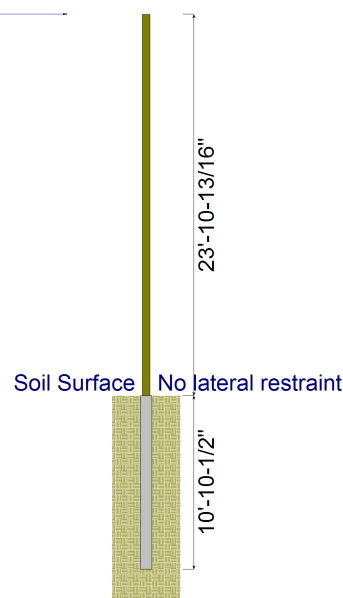
Governing Load Combination : +D+W+H
Lateral Load 1.040 k
Moment 24.856 k-ft

NO Ground Surface Restraint

Pressures at 1/3 Depth
Actual 1,075.67 psf
Allowable 1,076.50 psf

Minimum Required Depth 10.875 ft

Footing Base Area 0.4057 ft²
Maximum Soil Pressure 2.464 ksf



Applied Loads

Lateral Concentrated Load (k)		Lateral Distributed Loads (klf)		Vertical Load (k)
D : Dead Load	k		k/ft	0.7590 k
Lr : Roof Live	k		k/ft	k
L : Live	k		k/ft	k
S : Snow	k		k/ft	k
W : Wind	1.040 k		k/ft	k
E : Earthquake	1.150 k		k/ft	k
H : Lateral Earth	k		k/ft	k
Load distance above ground surface	23.90 ft	TOP of Load above ground surface	ft	
		BOTTOM of Load above ground surface	ft	

Load Combination Results

Load Combination	Forces @ Ground Surface		Required Depth - (ft)	Pressure at 1/3 Depth		Soil Increase Factor
	Loads - (k)	Moments - (ft-k)		Actual - (psf)	Allow - (psf)	
D Only	0.000	0.000	0.13	0.0	0.0	1.000
+D+L+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+Lr+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+S+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.750Lr+0.750L+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.750L+0.750S+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+W+H	1.040	24.856	10.88	1,075.7	1,076.5	1.000
+1.317D+0.70E+H	0.805	19.240	9.88	978.9	979.6	1.000
+D+0.750Lr+0.750L+0.750W+H	0.780	18.642	9.75	968.0	968.2	1.000

J5 Infrastructure Partners
767 N Star Road
Star, Idaho 83669

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Lic. # : KW-06007480

Description : 32.5' Pole Foundation for Tennessee and Florida, Pole embedded in Aggregate base of 3/4" minus, properly compacted (Seismic Controls)

+D+0.750L+0.750S+0.750W+H	0.780	18.642	9.75	968.0	968.2	1.000
+1.238D+0.750Lr+0.750L+0.5250E+H	0.604	14.430	8.88	880.5	882.4	1.000
+1.238D+0.750L+0.750S+0.5250E+H	0.604	14.430	8.88	880.5	882.4	1.000
+0.60D+W+H	1.040	24.856	10.88	1,075.7	1,076.5	1.000
+0.2826D+0.70E+H	0.805	19.240	9.88	978.9	979.6	1.000

Pole Footing Embedded in Soil

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Lic. #: KW-06007480

Licensee: J5 INFRASTRUCTURE PARTNERS

Description: 32.5' Pole Foundation for Tennessee and Florida, 3/4" minus, properly compacted, against native soil (Seismic Controls)

Code References

Calculations per IBC 2012 1807.3, CBC 2013, ASCE 7-10

Load Combinations Used: ASCE 7-05

General Information

Pole Footing Shape Circular
Pole Footing Diameter 30.0 in
Calculate Min. Depth for Allowable Pressures
No Lateral Restraint at Ground Surface
Allow Passive 200.0 pcf
Max Passive 3,000.0 pcf

Controlling Values

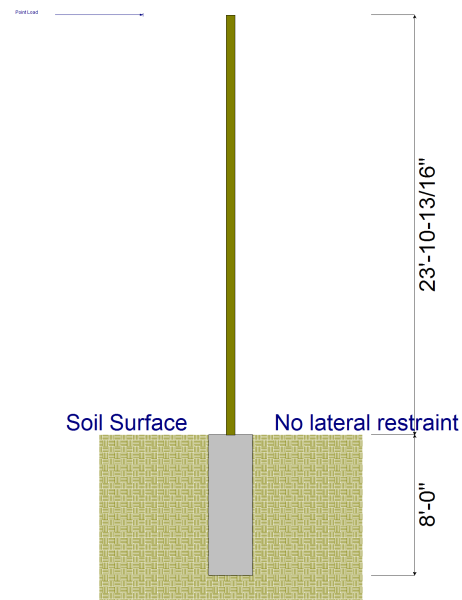
Governing Load Combination: +D+W+H
Lateral Load 1.040 k
Moment 24.856 k-ft

NO Ground Surface Restraint

Pressures at 1/3 Depth
Actual 527.40 psf
Allowable 527.88 psf

Minimum Required Depth 8.0 ft

Footing Base Area 4.909 ft²
Maximum Soil Pressure 0.2037 ksf



Applied Loads

Lateral Concentrated Load (k)		Lateral Distributed Loads (klf)		Vertical Load (k)
D : Dead Load	k		k/ft	0.7590 k
Lr : Roof Live	k		k/ft	k
L : Live	k		k/ft	k
S : Snow	k		k/ft	k
W : Wind	1.040 k		k/ft	k
E : Earthquake	1.150 k		k/ft	k
H : Lateral Earth	k		k/ft	k
Load distance above ground surface	23.90 ft	TOP of Load above ground surface	ft	
		BOTTOM of Load above ground surface	ft	

Load Combination Results

Load Combination	Forces @ Ground Surface		Required Depth - (ft)	Pressure at 1/3 Depth		Soil Increase Factor
	Loads - (k)	Moments - (ft-k)		Actual - (psf)	Allow - (psf)	
D Only	0.000	0.000	0.13	0.0	0.0	1.000
+D+L+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+Lr+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+S+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.750Lr+0.750L+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.750L+0.750S+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+W+H	1.040	24.856	8.00	527.4	527.9	1.000
+1.317D+0.70E+H	0.805	19.240	7.25	480.9	481.3	1.000
+D+0.750Lr+0.750L+0.750W+H	0.780	18.642	7.25	474.9	476.2	1.000

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Pole Footing Embedded in Soil

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Lic. # : KW-06007480

Licensee : J5 INFRASTRUCTURE PARTNERS

Description : 32.5' Pole Foundation for Tennessee and Florida, 3/4" minus, properly compacted, against native soil (Seismic Controls)

+D+0.750L+0.750S+0.750W+H	0.780	18.642	7.25	474.9	476.2	1.000
+1.238D+0.750Lr+0.750L+0.5250E+H	0.604	14.430	6.63	433.9	434.1	1.000
+1.238D+0.750L+0.750S+0.5250E+H	0.604	14.430	6.63	433.9	434.1	1.000
+0.60D+W+H	1.040	24.856	8.00	527.4	527.9	1.000
+0.2826D+0.70E+H	0.805	19.240	7.25	480.9	481.3	1.000

TowerCom Technologies

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 *
 * CAISSON - Pier Foundations Analysis and Design - Copyright Power Line Systems, Inc.
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 *
 *

Project Title: Commscope 32.5' Light Pole

Project Notes: 150 mph maximum wind for Florida and maximum seismic for Tennessee

Calculation Method: Full 8CD

***** I N P U T D A T A

Pier Properties

Diameter (ft)	Distance of Top of Pier above Ground (ft)	Concrete Strength (ksi)	Steel Yield Strength (ksi)
2.00	0.17	4.00	60.00

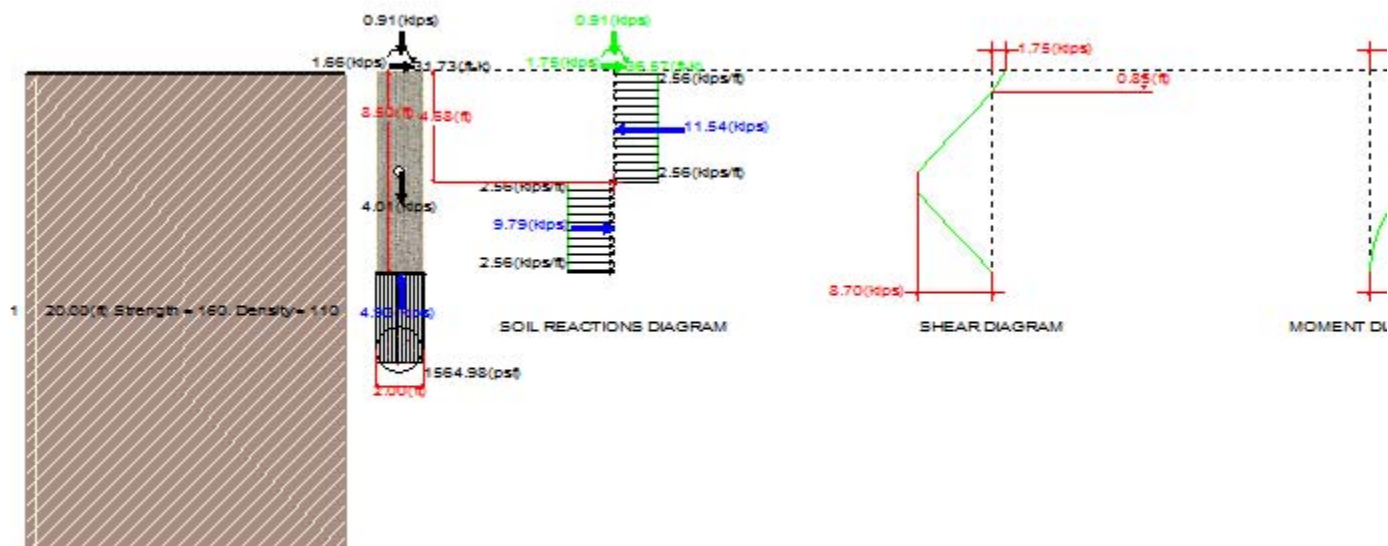
Soil Properties

Layer	Type	Thickness (ft)	Depth at Top of Layer (ft)	Density (lbs/ft^3)	CU (psf)	KP	PHI (deg)
1	Clay	20.00	0.00	110.0	160.0		

Design (Factored) Loads at Top of Pier

Moment (ft-k)	Axial Load (kips)	Shear Load (kips)	Additional Safety Factor Against Soil Failure
31.7	0.9	1.66	1.00

***** R E S U L T S



Calculated Pier Properties

Length (ft)	Weight (kips)	Pressure Due To Axial Load (psf)	Pressure Due To Weight (psf)	Total End-Bearing Pressure (psf)
8.500	4.006	290.0	1275.0	1565.0

Ultimate Resisting Forces Along Pier

Type Force	Distance of Top of Layer Arm to Top of Pier (ft)	Thickness (ft)	Density (lbs/ft ³)	CU (psf)	KP
(kips)	(ft)				
Clay	0.17	4.51	110.0	160.0	
11.54	2.42				
Clay	4.68	3.83	110.0	160.0	-
9.79	6.59				

Shear and Moments Along Pier

Distance below Shear Factor)	Top of Pier (without Safety Factor)	Moment (with Safety Factor)	Shear (kips)	Moment (ft-k)
(kips)	(ft)	(ft-k)		

	0.00		1.7	36.6
1.7		36.6		
	0.85		-0.0	37.5
0.0		37.5		-
	1.70		-2.2	36.5
2.2		36.5		-
	2.55		-4.4	33.8
4.4		33.8		-
	3.40		-6.5	29.1
6.5		29.1		-
	4.25		-8.7	22.7
8.7		22.7		-
	5.10		-8.7	14.8
8.7		14.8		-
	5.95		-6.5	8.3
6.5		8.3		-
	6.80		-4.4	3.7
4.4		3.7		-
	7.65		-2.2	0.9
2.2		0.9		-
	8.50		-0.0	0.0
0.0		0.0		-

Reinforcement and Capacity

Total Reinforcement Percent	Reinforcement Area (in^2)	Usable Axial Capacity (kips)	Usable Moment Capacity (ft-k)
0.30	1.36	0.9	61.6

US Standard Re-Bars (Select one of the following)

Quantity	Name	Area (in^2)	Diameter (in)	Spacing (in)
7	#4	0.20	0.500	6.28
5	#5	0.31	0.625	8.80
4	#6	0.44	0.750	11.00
3	#7	0.60	0.875	14.66
2	#8	0.79	1.000	21.99
2	#9	1.00	1.128	21.99
2	#10	1.27	1.270	21.99
1	#11	1.56	1.410	43.98
1	#14	2.25	1.693	43.98

