Maryville City Schools
833 Lawrence Avenue
Maryville, TN 37803

BOARD OF EDUCATION **5:30 PM, September 16, 2019**
REGULAR MEETING **Maryville High School**

I. CALL TO ORDER **CHAIRMAN POPE**
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE Marie Tisdale, 10th grade

II. UPDATE FROM MARYVILLE HIGH SCHOOL – Greg Roach, Principal

III. ADOPT AGENDA

IV. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS

V. CONSENT AGENDA ITEMS

1. Approve Minutes of August 12, 2019, meeting (Attachment)
2. Approve updated Board Policy Manuel sections 1.804,1.901, 2.403, 3.202, 4.605, 5.200, 5.201, 6.308, 6.506 3.401
3. Ratify executive committee approval of MJHS purchase of teacher chairs. Funding source: MJHS funds $14,661.00 (Attachment A1)
4. Approve Coulter Grove Intermediate School Liaisons overnight trip to Nashville (Attachment A2)
5. Approve Coulter Grove Intermediate School 6th & 7th Leadership overnight to New York (Attachment A3)
6. Approve Maryville High School Chorus overnight trip to Choirs of America Masterworks Choral Festival in New York City. (Attachment A4)
7. Approve Maryville High School Chorus overnight trip for All State Honors Choir in Nashville (Attachment A5)
8. Approve Maryville High School Advanced Chorus overnight trip for Fall Retreat Camp Ba-Yo-Ca in Sevierville (Attachment A6)
7. Approve Maryville High School Softball team overnight trip for softball tournament in Hendersonville (Attachment A7)
9. Approve Maryville High School Softball team overnight trip for softball tournament in Chattanooga (Attachment A8)
10. Approve Maryville High School Cross Country overnight trip for Jesse Owens Cross Country Classic in Decatur, AL (Attachment A9)
11. Approve Maryville High School Cross Country overnight trip for State Cross Country Championship in Nashville (Attachment A10)

VI. AGENDA ITEMS

1. **Consider Intermediate School rezoning plan (Attachment B1)**
2. **Consider Board Policy 3.218 (Attachment B2)**
3. **Consider agreement with Cope Architecture for Sam Houston Bathroom Renovations and Additions. (Attachment B3)**
4. **Consider proposal from Trane to replace two HVAC units in MHS Cafeteria Funding Source: Capital Outlay $45,641.00 (Attachment B4)**

VII. REPORTS FROM DIRECTOR OF SCHOOLS

VIII. RECOGNITION OF STAFF AND STUDENTS

IX. COMMENTS FROM BOARD MEMBERS

X. ADJOURN

Upcoming meeting dates:
October 21, 2019 – 5:30 pm, Montgomery Ridge Intermediate School
November 11, 2019 – 5:30 pm, John Sevier Elementary School

MARYVILLE CITY SCHOOLS

Mike Winstead
Director of Schools

833 Lawrence Avenue
Maryville, Tennessee 37803

August 14, 2019
Maryville City School Board
Executive Committee Meeting

Approve Maryville Jr High School purchase of teacher chairs from School & Office Supply – Funding Source: MJHS funds $14,661.00.

APPROVED:

Director of Schools _____ Date 08/14/2019

Chairman, Board of Education _____ Date 08/14/2019

Maryville Board of Education
Nick Black Candy Morgan Chad Hampton Bethany Pope Julie Elder

Purchase Order

Maryville Junior High School
805 Montvale Station Road
Maryville, TN 37803

Phone : 865-983-2070

PO # MJHS - 2137

8/14/2019

To : School and Office Supply
Attn: Rob Johnson
10653 Dutchtown Rd
Knoxville, TN 37932

Vendor Number :
Phone Number : 865-218-7921
Fax Number : 865-671-1126

Ship To : Maryville Junior High School
805 Montvale Station Road
Maryville, TN 37803

Fed Tax ID : 36-4881805
Requested By : Valerie Shoulders

Quantity	Description	Product #	Account #	Account Name	Unit Price	Total Price
1	misc items see attached req and quote		401.000	Administration	$14,661.00	$14,661.00

Notes :

Subtotal :	$14,661.00
Discount :	$0.00
Shipping and Handling :	$0.00
Sales Tax :	$0.00
PO Total :	$14,661.00

Comments :

Received By: _____

Other: _____

Bookkeeper: Valerie Shoulders

Approved: Lisa R. McGinnis
Mike Winstead
Bethany N Pope

8/14/2019 11:02:24 AM

Maryville Junior High School
Maryville City Schools
805 Montvale Station Rd.
Maryville, TN 37803-5803
865-983-2070 865-977-4089 (FAX)

REQUISITION

Date: 8/14/19
Vendor Name: School & Office
Vendor Address: Supplies
Vendor Phone:
Vendor Fax:

Order placed by _____ Teacher
_____ MJHS Office

PLEASE

1. Submit original
2. Keep a copy for your files
3. Limit to one company

Account 401.000

Item(s) and/or Services (List Catalog Page # and Stock # when appropriate)	Number Ordered	Unit Price	Total Price
See attached quote			$14661.00
30 MT9400 285.60			
4 BT350 312.00			
15 ES53499 323.00			
		Grand Total	$14661.00

Requested by: Valerie Shroeder (Signature) 8/14/19 (Date)

Approved by: Lisa R. McGinn (Signature) 8/14/19 (Date)

Maryville Junior High
Lisa McGinley
Phone # 983-2070
Email: lisa.mcginley@maryville-schools.org

Account # 500122

Chairs:

				List	Price	Ext. Price	
30	EA	MT9400----	Eurotech Chair, "Apollo Series" "A". Pg. 83, Mesh Back: Black ** Special Using the Fabrix Program Vinyl Seat... Grade 1 Hathaway "Onyx"	$ 544.00	$ 285.60	$ 8,568.00	Black Vinyl Seat
4	EA	BT350	Big & Tall Chair, 350 lb. Capacity Swivel-Tilt, Tilt-Lock, Height-Adjustable Arms Mesh Back: Black Black, Fabric Seat ** Heavy Duty chairs are not available in a Black, Vinyl Seat	$ 592.00	$ 312.00	$ 1,248.00	
15	EA	ESS5499	Apollo II Series, * Extended Height Stool "C" pg. 84 Mesh Back: Black ** Special using the Fabrix Program Vinyl Seat...Grade 1 Hathaway "Onyx" ** This chair stool has a 300 lb. weight Capacity	$ 609.00	$ 323.00	$ 4,845.00	Black Vinyl Seat

Total: $ 14,661.00

School & Office Supply
Rob Johnson
Cell # 386-5803
Email: rob.johnson@awos.com

FIELD STUDY PERMISSION REQUEST

THIS FORM MUST BE SUBMITTED 2 WEEKS PRIOR TO THE DATE OF THE TRIP

School: Coulter Grove Grade/Club: Liaisons Today's Date: Aug. 13, 2019

# of Participants: 4 Teachers: 2

Trip Coordination: Barbara Taylor Destination: Nashville, TN

Date of Trip: Mar. 10-11, 2020 Leave Time: 12:30 3/10 Return Time: 6:00pm 3/11

Transportation: Walk_____ Car ✓* Bus:_____ # of Buses:_____ Bus Owner:_____

* Driven by Dr. Best

*SPECIAL EDUCATION USE ONLY

# of Students:_____ Teachers:_____

BUS NEEDED? Yes:_____ No:_____ # of Buses:_____ Bus Owner:_____

Other Modes of Transportation: Walk:_____ Car:_____

Justification for Trip: Round 4 & 5 of Ace of Shakes
Visit and talk with St. House & Senate members

Principals Approval: Ramona Best

Director of Schools Approval: Jule Wright

FIELD STUDY PERMISSION REQUEST

THIS FORM MUST BE SUBMITTED 2 WEEKS PRIOR TO THE DATE OF THE TRIP

School: Coulter Grove Intermed. Grade/Club: Leadership 6-7th Today's Date: Aug. 13, 2019

# of Participants: 48 Teachers: 8 (6 teachers, Nurse, SRO)

Trip Coordination: Barbara Taylor Destination: New York City

Date of Trip: May 11-14, 2020 Leave Time: 6 am 5-11-20 Return Time: 9 pm 5-14-20

Transportation: Walk_____ Car_____ Bus: ✓ # of Buses: 1 Bus Owner: Premier or Young

*SPECIAL EDUCATION USE ONLY

# of Students:_____ Teachers:_____

BUS NEEDED? Yes:_____ No:_____ # of Buses:_____ Bus Owner:_____

Other Modes of Transportation: Walk:_____ Car:_____

Justification for Trip: CGIS leadership team to study and visit sites and events to reinforce the importance of quality leadership and communicati in our world.

Principals Approval: Ramona

Director of Schools Approval: Mike Wurtz

Request to Release Students for a School-Related Event

Teacher: Byron Davis Course/Team/Organization: Chorus: Maryville Festival Chorus

Event: Choirs of America Masterworks Choral Festival in New York City

Dates of Trip (Include Departure/Return Time):

Departure Date: Mar 18, 2020 Departure Time: 8:30 AM

Return Date: Mar 22, 2020 Return Time: 10 PM

Note: this field trip will take place during the MCS 2020 Spring Break.

Check all that apply:

In-County: ☐ Out-of-County: ☒ Overnight:* ☒ Out-of-State:* ☒

*(Requires Board approval)

Transportation: Walk ☐ Parents Provide ☐ Bus ☒ Number of busses: 1

Cost to each student: $ 1,200 Means of funding trip: Students pay field trip fee

Educational Purpose: Invited rehearsal and performance of a multi-movement masterwork (Dan Forrest's Jubilate) in Lincoln Center under the direction of Dr. Sandra Snow of Michigan State University, and with the collaboration of composer-in-residence Dan Forrest. Students will also attend two musical theatre performances on Broadway.

Teacher Signature: _____ Date: 8/5/19

Request Approved: ✓ Request not Approved: _____

Principal's Signature: _____ Date: 8/15/19

Superintendent Signature: _____ Date: 8-17-19

*School Board Approved: _____ Date: _____

IMPORTANT REQUIREMENT

Please give classroom teachers a minimum of two weeks' notice of the event.

To help Administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.

Please return to ~~Machaela Humphrey~~ Rhonda Elkins

BB

Request to Release Students for a School-Related Event

Teacher: Byron Davis Course/Team/Organization: Chorus: All-State honorees

Event: All-State Honors Choir in Nashville

Dates of Trip (Include Departure/Return Time):

Departure Date: April 15, 2020 Departure Time: 10 AM

Return Date: April 17, 2020 Return Time: 9 PM

Check all that apply:
In-County: ☐ Out-of-County: ☒ Overnight:* ☒ Out-of-State:* ☐
*(Requires Board approval)

Transportation: Walk ☐ Parents Provide ☐ Bus ☒ Number of busses: 1 (shared with band)

Cost to each student: $ 200 Means of funding trip: Students pay field trip fee

Educational Purpose: Honors ensemble rehearsal and performance with highly qualified clinicians and other All-State honorees from all across Tennessee.

Teacher Signature: Byron Davis Date: 8/5/19

Request Approved: _____ Request not Approved: _____

Principal's Signature: _____ Date: 8/15/19

Superintendent Signature: _____ Date: 8-17-19

*School Board Approved: _____ Date: _____

IMPORTANT REQUIREMENT
Please give classroom teachers a minimum of two weeks' notice of the event.
To help Administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.

Please return to ~~Machaela Humphrey~~ Rhonda Elkins

BB

Request to Release Students for a School-Related Event

Teacher: Byron Davis Course/Team/Organization: Chorus: Advanced Mixed Chorus

Event: Maryville Chorale Fall Retreat at Camp Ba-Yo-Ca in Sevierville

Dates of Trip (Include Departure/Return Time):

Departure Date: Friday, Jul 31, 2020 Departure Time: 4 pm

Return Date: Sunday, Aug 2, 2020 Return Time: 2 pm

Check all that apply:
In-County: ☐ Out-of-County: ☒ Overnight:* ☒ Out-of-State:* ☐
*(Requires Board approval)

Transportation: Walk ☐ Parents Provide ☐ Bus ☒ Number of busses: 1

Cost to each student: $ 80 Means of funding trip: Students pay field trip fee

Educational Purpose: Orientation and team-building retreat for The Maryville Chorale. This retreat is an essential activity to help new students make and build friendships within the ensemble, and to acclimate them to the ensemble culture. Additionally, the choir will get a head start on preparing repertoire for the Patron Gala Concerts.

Teacher Signature: [signature] Date: 8/5/19

Request Approved: ✓ Request not Approved: _____

Principal's Signature: [signature] Date: 8/15/19

Superintendent Signature: [signature] Date: 8-17-19

*School Board Approved: _____ Date: _____

IMPORTANT REQUIREMENT

Please give classroom teachers a minimum of two weeks' notice of the event.
To help Administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.

Please return to ~~Machaela Humphrey~~ Rhonda Elkins

BB

Request to Release Students for a School-Related Event

Teacher: Nick Payne Course/Team/Organization: Softball

Event: Softball Tournament (Hendersonville, TN)

Dates of Trip: From: March 12th To: March 14th
(Include departure/return time)

Overnight: ✓ (Parents Responsible) In-County: _____ Out-of-County: _____ Out-of-State: _____
(Requires Board Approval) (Requires Board Approval)

?

Transportation: Walk____ Parents Provide ✓ Bus ____ Number of Buses_____

Educational Purpose: The softball team will be participating in the Commando Classic in Hendersonville, TN. The players will be riding and staying with their parents. The coaches will be responsible for players only while at the fields. This tournament is on Spring Break and no classes will be missed.

Cost to Each Student: $0 Means of Funding Trip: Softball Account

Teacher Signature: Nick Payne Date: 8-22-19

Request Approved: ✓ Request Not Approved: _____

Principal's Signature: Rhonda Roach Date: 8-22-19

Superintendent Signature: Amy Vagnier Date: _____

School Board Approved: _____ Date: _____

*******IMPORTANT REQUIREMENT*******

- Please give classroom teachers a minimum of two week's notice
- To help administration, teachers, and the Attendance Office, please return list of students *alphabetically and indicate their grade.*

Please return to Rhonda Elkins

Request to Release Students for a School-Related Event

Teacher: Nick Payne Course/Team/Organization: Softball

Event: Softball Tournament (Chattanooga, TN)

Dates of Trip: From: April 10th To: April 11th
(Include departure/return time)

Overnight: ✓ (Parents Responsible) In-County: _____ Out-of-County: _____ Out-of-State: _____
(Requires Board Approval) (Requires Board Approval)

Transportation: Walk ____ Parents Provide ✓ Bus ____ Number of Buses ____

Educational Purpose: The softball team will be participating in the Soddy Daisy Softball Tournament in Chattanooga, TN. The players will be riding and staying with their parents. The coaches will be responsible for players only while at the fields. This tournament is on the weekend and no classes will be missed.

Cost to Each Student: $0 Means of Funding Trip: Softball Account

Teacher Signature: Nick Payne Date: 8-22-19

Request Approved: ✓ Request Not Approved: _____

Principal's Signature: Rhonda Elkins Date: 8/22/19

Superintendent Signature: Amy Vagnier Date: _____

School Board Approved: _____ Date: _____

*******IMPORTANT REQUIREMENT*******

- Please give classroom teachers a minimum of two week's notice
- To help administration, teachers, and the Attendance Office, please return list of students *alphabetically and indicate their grade.*

Please return to Rhonda Elkins

Request to Release Students for a School-Related Event

Teacher: L HARRIS Course/Organization MHS Cross Country

Event: 8 JESSE OWENS Cross Country Classic Decatur, AL

Dates of Trip: (Include departure/return time)

Departure Date 10/4/19 Departure Time 10:00 AM

Return Date 10/5/19 Return Time 3:00pm

Check all that apply:

In-County ____ Out-of-County ____ Overnight* X Out-of-State* X

*(Requires Board Approval)

Transportation: Walk ____ Parents Provide ____ Bus X Number of buses 1

Cost to Each Student $35 Means of Funding Trip Self-funded

Educational Purpose: High Quality XC Meet

Teacher Signature: [signature] Date 9/3/19

Request Approved: ✓ Request Not Approved ____

Principal's Signature: [signature] Date 9/9/19

Superintendent Signature: Amy Vagnier Date 9.9.19

*School Board Approved: ____ Date ____

IMPORTANT REQUIREMENT

Please give classroom teachers a minimum of two weeks' notice of the event.

To help administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.

Please return to Rhonda Elkins

Request to Release Students for a School-Related Event

Teacher: L HARRIS Course/Organization MHS Cross Country

Event: STATE Cross Country CHAMPIONSHIP Nashville, TN

Dates of Trip: (Include departure/return time)

Departure Date 11/1 Departure Time 10:00pm

Return Date 11/2 Return Time 5:00pm

Check all that apply:

In-County ____ Out-of-County X Overnight* X Out-of-State* ____

*(Requires Board Approval)

Transportation: Walk ___ Parents Provide ___ Bus X Number of buses 1

Cost to Each Student $0 Means of Funding Trip _____

Educational Purpose: XC Championship Meet for Athletes earning trip

Teacher Signature: [signature] Date 9/3/19

Request Approved: ✓ Request Not Approved _____

Principal's Signature: [signature] Date 9/9/19

Superintendent Signature: Amy Vagnier Date 9.9.19

*School Board Approved: _____ Date _____

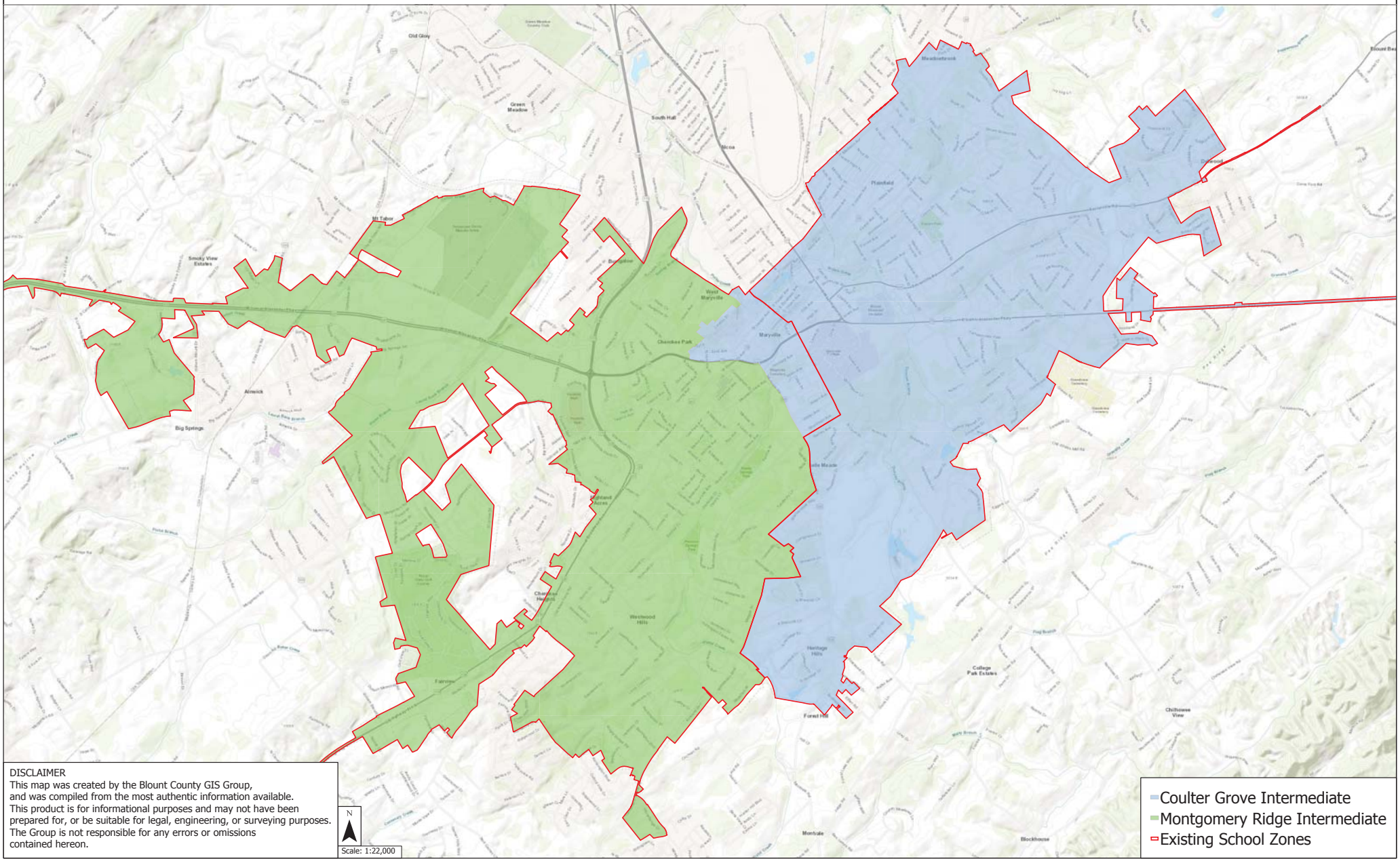
IMPORTANT REQUIREMENT

Please give classroom teachers a minimum of two weeks' notice of the event.

To help administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.

Please return to Rhonda Elkins

Proposed MCS Intermediate School Zones



Maryville City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Bienially, in October	**Service Animals in District Facilities**	**3.218**	**10/21/19**
		Rescinds: **3.218**	Issued: **12/10/18**

In accordance with the provisions of the Americans with Disabilities Act, service dogs and trained miniature horses[1] (hereinafter referred to as service animals) are permitted for use by individuals with disabilities on district property and in district facilities provided the individuals and their animals meet the requirements and responsibilities covered in this policy.

When an individual with a disability seeks to bring a service animal into a district facility, the district is entitled to ask the individual if the animal is required because of a disability and what work or task the animal has been trained to perform.[2] The district is not entitled to ask for documentation that the animal has been properly trained, but the individual bringing the animal into a district facility will be held accountable for the animal's behavior.

Any service animal brought into a district facility by an individual with a disability must have been trained to do work or perform tasks for the individual. The work or tasks performed by the service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this policy.

Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a public entity's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.

District staff may ask an individual with a disability to remove a service animal from the premises if:

1. The animal is out of control and the animal's handler does not take effective action to control it;

2. The animal is not housebroken; or

3. The animal's presence would fundamentally alter the nature of the service, program, or activity.[3]

If the district excludes a service animal due to the reasons listed above, the district shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

The district and its staff are not responsible for the care or supervision of a service animal brought onto district property or into district facilities by an individual with a disability.

The district shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets.

Parents must submit a written request for the use of a service animal to the principal of the school. The request must be made no less than two weeks prior to the proposed use of the service animal,

---

Legal References

1. 28 CFR § 35.104; 28 CFR § 35.136(i)
2. 28 CFR § 35.136
3. 28 CFR § 35.130

September 5, 2019
Dr. Mike Winstead – Director of Schools
Maryville City Schools
833 Lawrence Avenue,
Maryville, Tennessee 37803

Re: Toilet Renovations and Additions to Sam Houston Elementary School

Dr. Winstead,
Thank you for the continued trust you and your board has placed in Cope Architecture to provide design services for toilet renovations and additions to Sam Houston Elementary School.

DESIGN SERVICES:

1. Provide standard services (Schematic Design, Design Development, Construction Documents, Bidding Phase Services and Construction Administration Phase Services) for design of toilet renovations and additions at Sam Houston Elementary School.
2. Structural, Mechanical, Plumbing, Fire Protection and Electrical Engineering Services are included in the basic services fee below.
3. Civil Engineering Services, should they be needed, will be an additional service to the fee below.
4. Maryville City Schools will provide current partial topographic and site utility surveys to designer as well as geotechnical explorations and reports. If these are not readily available, designer will assist owner in acquiring these services.
5. Services will be based on a standard AIA Owner/Architect Contract, which will be prepared once proposal is accepted by MCS.

FEES:

1. Design Fees for basic services shall be 6% of Construction Costs.

ASSUMPTIONS:

- MCS to provide plans of existing schools in the scope.
- Travel, reprographics, permit fees, review fees, etc. are reimbursable expenses.

We look forward to work collaboratively with you to develop the framework for the plan for the future of Maryville City Schools and its students.

Respectfully Submitted,



Jim Hinton, AIA, LEED AP
Principal

cc. File

Turnkey Proposal

(Valid for 30 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

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Prepared For:
Maryville City Schools

Attn:
Scott Blevins

Job Name:
Maryville HS Cafeteria
825 Lawrence Ave.
Maryville, TN 37803

Delivery Terms:
Freight Allowed & Prepaid 1st Destination/Jobsite

Date: September 6, 2019

Proposal Number: J1-55742-1

Quote Number: 13-411944-19-002
Co-op Contract Number: USC 15-JLP-023

Payment Terms:
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following U.S. Communities compliant proposal for your review and approval.

Maryville High School Cafeteria HVAC Scope of Work:

This proposal includes use tax, equipment, installation, wiring, project management, programming, and startup of the replacement of two existing Water Source Heat Pumps serving the Cafeteria as specified below:

Replace two WSHP that have reached the end of their useful lives:

- Disconnect, remove and dispose a total of two existing water source heat pumps serving the cafeteria and dispose of units per EPA requirement
- Provide and install two Trane 7.5 ton standard efficiency WSHPs in the plenum space
- Units will have 5-year compressor warranty, first year labor and refrigerant warranties
- Provide and install hose kits with strainers, ball valves and auto flow control valves
- Provide new copper piping in the plenum space (replace existing PVC)
- Provide and install new Trane Pivot thermostats (customer to provide network connection if desired)
- Provide and install new duct smoke detectors and connect to existing fire alarm system
- Provide and install new fused disconnects and connect to existing electrical service
- Test and balance 8 sidewall grills
- Provide equipment startup

Equipment **Data - Water-Source Comfort Systems (Qty: 2)**

Item	Tag(s)	Qty	Description	Model Number
A1	HP-1, HP-2	2	Standard Efficiency WSHP (GEHV)	GEVE09031*24B0TFD010100200000--- -A

Product Data - Water-Source Comfort Systems

Item: A1 Qty: 2 Tag(s): HP-1, HP-2

Standard efficiency vertical
Development - R-410A
7 1/2 ton nominal size
208 volt/60 hertz/3 phase power supply
Copper
Heating and cooling refrigerant circuit with hot gas reheat
2 Speed Drive Package D (GEH/GEV)
35 deg freeze protection

Top supply air arrangement
Front return air arrangement
Deluxe 24v controls
Condensate overflow sensor
Matte Face Insulation
Enhanced sound attenuation package
Standard piping configuration
2" throwaway filter
Standard design
Polymer drain pan
Standard 5 year compressor warranty
1st year labor warranty whole unit
BAYSTAT814A - Pivot Thermostat
Hays Hose Kit with Strainer, BDV, Ball Valves and Autoflow Valve (1.25”)

Pricing

HVAC - Total Net Price *(Including Use Tax)* .....……..$ 45,641

Lead time for the WSHPs is 6 weeks. Please do not hesitate to contact me if you have any questions regarding this proposal. If this meets with your approval, please issue your purchase order to my attention as your authorization to proceed. Upon receipt of your purchase order, Trane will order the equipment and schedule the project with you. We thank you for this opportunity to be of service and look forward to completing this project with you.

Sincerely,



Nancy E McBee - Trane U.S. Inc. dba Trane
5220 Middlebrook Pike S.
Knoxville, TN 37921-5972
Phone: (865) 588-0607
Fax: (865) 588-0600

C: Owen M. Nevader

This proposal is subject to your acceptance of the attached Trane terms and conditions.

Per Terms and Conditions of U.S. Communities, contract 15-JLP-023

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company

for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written

communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)
Supersedes 1-26.251-10(0614)