
REGULAR BOARD MEETING
Monday, November 2, 2020 7:00 PM
Room 203 Central Office

- I. Call To Order
- II. Moment of Silence
- III. Pledge of Allegiance
- IV. Approval of October 5, 2020 Regular Board Meeting Minutes
- V. Approval of Agenda
- VI. Communications to the Board
 - A. Director's Report
 - B. Financial Report
 - C. OPEB Financial Statement
- VII. Items Requiring Board Action
 - A. Trip Requests
 - 1. HCHS JROTC
 - B. Event Requests
 - 1. HCHS JROTC
 - C. Budget Amendments
 - D. 2021-2022 Recommended School Calendar
 - E. Approval To Split Supplements
 - F. Technology Devices Bid
 - G. Printing Bid
 - H. School Network Upgrade Bid
 - I. HVAC Gym Units Bid
 - J. Foundation Water Proofing Bid
 - K. State Testing Resolution
 - L. Compliance Report
 - M. Board Policy 6.409
 - N. Revised Board Policies 5.200, 5.201, 5.202, 5.302, 5.303, 5.304, 5.305 (2nd Reading)
 - O. Board Policy Review - 5.400--5.603
- VIII. Announcements
- IX. Adjourn

Monday, October 5, 2020
REGULAR BOARD MEETING MINUTES

The Hickman County Board of Education met in regular session on Monday, October 5, 2020, at 7:00 p.m. in Room 203 of the Central Office building. School board members in attendance at the meeting were Chair Amy Bryant, Tim Hobbs, Steve Gianakos, Ron Gammons, Jane Herron, Jim Hudgins, and Vance Willis. Jane Herron and Vance Willis attended the meeting virtually.

Steve Gianakos made a motion to approve the minutes from the board meeting held on August 3, 2020. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 7-0.

Mr. Gammons left the meeting after the approval of the August board meeting minutes.

Jim Hudgins made a motion to approve the minutes from the special called meeting held on September 21, 2020. Steve Gianakos seconded the motion.

Monday, September 21, 2020
SPECIAL CALLED BOARD MEETING MINUTES

The Hickman County Board of Education met in special session on Monday, September 21, 2020, at 7:00 p.m. in room 203 of the Central Office building. School board members in attendance at the meeting were Chair Amy Bryant, Tim Hobbs, Steve Gianakos, Ron Gammons, Jane Herron, Jim Hudgins, and Vance Willis.

Steve Gianakos made a motion to approve the agenda. Jim Hudgins seconded the motion. The Hickman County Board of Education will meet in a special called meeting on Monday, September 21, 2020, at 6:00 p.m. in Room 203 of the Central Office building.

- I. Call to Order
- II. Moment of Silence
- III. Pledge of Allegiance
- IV. Approval of Agenda
- IV. Items Requiring Board Action
 - A. Budget Amendments--Business Officer
- V. Adjourn

On a voice vote, the motion was approved 6-0.

Jim Hudgins made a motion to approve budget amendments 2-4. Ron Gammons seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
Ron Gammons			
Steve Gianakos			
Jane Herron			
Tim Hobbs			

Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 7-0.

The meeting was adjourned at 6:06 p.m.

On a voice vote, the motion was approved 7-0.

Jane Herron made a motion to approve the agenda. Steve Gianakos seconded the motion.

The Hickman County Board of Education will meet in regular session on Monday, October 5, 2020, at 7:00 p.m. in Room 203 of the Central Office building. A work session will be held at 6:00 p.m. in Room 203 of the Central Office building.

- I. Call to Order
- II. Approval of August 3, 2020 Regular Board Meeting Minutes
- III. Approval of September 21, 2020 Special Called Board Meeting Minutes
- IV. Approval of Agenda
- V. Communications to the Board
 - A. Director's Report--Director of Schools
 - B. Financial Report--Business Officer
- VI. Items Requiring Board Action
 - A. Election of 2020-2021 Board Officers--Board Chair
 - B. Budget Amendments--Business Officer
 - C. Additional School Nurse Request for 2020-2021--Director of Schools
 - D. Request to Honor Bert Mathis--Director of Schools
 - E. 2020-2021 Contract to Audit Schools--Director of Schools
 - F. BEP Resolution--Director of Schools
 - G. Textbook Certification--Deputy Superintendent
 - H. Revised Board Policies 4.205, 6.319, 6.409, 4.2013 (2nd Reading)--Director of Accountability
 - I. Board Policy Review--5.200--5.310--Director of Accountability
- VII. Announcements
 - A. TSBA Leadership Conference and Convention--CANCELLED
- VIII. Adjourn

On a voice vote, the motion was approved 6-0.

Tim Hobbs made a motion to accept the Director's Report. Jim Hudgins seconded the motion.

Stephen Sain	Substitute Teacher
Hannah Simmons	Substitute Teacher
Tanya Sims	Substitute Teacher
Molli Staggs	Substitute Teacher
Helen St. Germain	Substitute Teacher
Ronnie Sullivan*	Substitute Teacher
Ann Webster	Substitute Teacher
Drew Wilson	Substitute Teacher
Hawkins Wolcott	Substitute Teacher
Hailey Carter	Substitute Teacher
Loretta Harrington	Substitute Teacher
Alexys Harrington	Substitute Teacher
Ambrosia Malloy	Substitute Teacher
Amanda McRee	Substitute Teacher
Preston Reyome	Substitute Teacher
Linda Gail Tidwell	Substitute Teacher
Ashley Totty	Substitute Teacher
Jenny Weber	Substitute Teacher
Marcia Wickersham	Substitute Teacher
Jacky Lyn Ambaoa	Food Service
Brittney Burgess	Food Service
Crystal Malugin	Food Service
William McDonald	Food Service
Peggy Moats	Food Service
Linda Goodwin	Food Service
Ashton Mayberry	Food Service
Heather Jefferson	Food Service
Madison Tidwell	Food Service
Randi Flynn	Food Service
Lori Overby	Food Service

Resignation

Professional

Sindra Jones	EHHS Biology
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Support Staff

Kimberly Hunter	Food Service
Dawn Johnston	Food Service
Joyce Stone	Food Service
Iris Hopkins	Food Service
Lori Clinard	Food Service
Kasey Ducharme	Food Service
Lauren Johnson	Food Service

Retirement

Professional

Support Staff

Angie Christensen	Food Service
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Transfers

Professional

Abigail Loveless
Robyn Emerson

EHMS Teacher to HCMS Teacher
HCHS Biology to EHHS Biology

Support Staff

Appointment

Professional

Support Staff

Open Positions

- 1 Secondary Personal Finance/ Economics Position
- 1 Secondary Math Position
- 2 Special Education Positions
- 2 Secondary Science Positions
- 1 Alternative Learning Environment Position
- Bus Drivers

*denotes a relationship under the nepotism policy 1.108
The prospective employee(s) is duly qualified to occupy the position.

On a voice vote, the motion was approved 6-0.

Steve Gianakos made a motion to accept the Financial Report as presented. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 6-0.

Jim Hudgins made a motion to nominate Amy Bryant for Board Chair for the 2020-2021 school year. Vance Willis made a motion to nominate Steve Gianakos for Board Chair for the 2020-2021 school year. Tim Hobbs made a motion that all nominations cease. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 6-0. Votes were cast by roll call.

<u>Aye</u>	<u>Vote</u>
Amy Bryant	Amy Bryant
Ron Gammons	absent
Steve Gianakos	Amy Bryant
Jane Herron	Amy Bryant
Tim Hobbs	Amy Bryant
Jim Hudgins	Amy Bryant
Vance Willis	Amy Bryant

Amy Bryant was elected Board Chair for the 2020-2021 school year.

Steve Gianakos nominated Tim Hobbs for Vice Chair for the 2020-2021 school year. Jane Herron seconded that motion. Jim Hudgins made a motion that all nominations cease. Steve Gianakos seconded the motion. On a vote, the motion was approved 6-0.

Tim Hobbs was elected Board Chair for the 2020-2021 school year.

Jim Hudgins nominated Steve Gianakos for Chair Pro Tem. Vance Willis seconded the motion. Tim Hobbs made a motion that all nominations cease. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 6-0.

Steve Gianakos was elected Chair Pro Tem for the 2020-2021 school year.

Steve Gianakos nominated Vance Willis for the Tennessee Legislative Network representative. Vance Willis nominated Tim Hobbs for the Tennessee Legislative Network representative. Jim Hudgins made a motion that all nominations cease. Steve Gianakos seconded the motion. On a voice vote, the motion was approved 6-0. The votes were cast by roll call.

<u>Aye</u>	<u>Vote</u>
Amy Bryant	Tim Hobbs
Ron Gammons	absent
Steve Gianakos	Tim Hobbs
Jane Herron	Vance Willis
Tim Hobbs	Tim Hobbs
Jim Hudgins	Tim Hobbs
Vance Willis	Tim Hobbs

Tim Hobbs was elected as the Tennessee Legislative Network representative for the 2020-2021 school year.

Jim Hudgins made a motion to approve budget amendment #5. Tim Hobbs seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			Ron Gammons
Steve Gianakos			
Jane Herron			
Tim Hobbs			
Jim Hudgins			
Vance Willis			

On a roll call vote, the motion was approved 6-0.

Steve Gianakos made a motion to approve the request to hire an additional LPN for the 2020-2021 school year. Vance Willis seconded the motion.

Amy Bryant announced that Steve Gianakos had received Level 1 Boardmanship at the TSBA Fall District Meeting.

Amy Bryant announced interest in being a voting delegate on October 28 should be sent to Michelle Gilbert or Amy Bryant.

The meeting was adjourned at 7:28 p.m.



AMY BRYANT
9589 S. Lick Creek Rd., Lyles, TN 37098

RONALD GAMMONS
6419 Rice Ln., Lyles, TN 37098

TIM HOBBS
9220 Old Bon Aqua Rd., Bon Aqua, TN 37025

JIM HUDGINS
1297 E. Grinders Switch Rd., Centerville, TN 37033

JANE HERRON
1222 Hwy 100., Centerville, TN 37033

STEVE GIANAKOS
9792 Dogwood Dr., Bon Aqua, TN 37025

VANCE WILLIS
2868 Hwy 48 N., Nunnely, TN 37137

Michelle Gilbert
Director of Schools
115 MURPHREE AVENUE
CENTERVILLE, TN 37033

The Hickman County Board of Education will meet in regular session on Monday, November 2, 2020, at 7:00 p.m. in Room 203 of the Central Office building. A work session will be held at 6:00 p.m. in Room 203 of the Central Office building.

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- II. Moment of Silence
- III. Pledge of Allegiance
- IV. Approval of October 5, 2020 Regular Board Meeting Minutes
- V. Approval of Agenda
- VI. Communications to the Board
 - A. Director's Report--Director of Schools
 - B. Financial Report--Business Officer
 - C. OPEB Financial Statement--Board Chair
- VII. Items Requiring Board Action
 - A. Trip Requests
 1. HCHS JROTC--Sponsor and Students
 - B. Event Requests
 1. HCHS JROTC--Sponsor and Students
 - C. Budget Amendments--Business Officer
 - D. 2021-2022 Recommended School Calendar--Calendar Committee Chair
 - E. Approval To Split Supplements--Director of Schools
 - F. Technology Devices Bid--Technology Director
 - G. Printing Bid--Business Officer
 - H. School Network Upgrade Bid--Technology Director
 - I. HVAC Gym Units Bid--Maintenance Director
 - J. Foundation Water Proofing Bid--Maintenance Director
 - K. State Testing Resolution--Director of Schools
 - L. Compliance Report--Director of Accountability
 - M. Board Policy 6.409--Director of Accountability
 - N. Revised Board Policies 5.200, 5.201, 5.202, 5.302, 5.303, 5.304, and 5.305 (2nd reading)--Director of Accountability
 - O. Board Policy Review 5.400--5.603--Director of Accountability
- VIII. Announcements
- IX. Adjourn

AMY BRYANT
9589 S. Lick Creek Rd., Lyles, TN 37098

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Michelle Gilbert
Director of Schools
115 MURPHREE AVENUE
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9792 Dogwood Dr., Bon Aqua, TN 37025

VANCE WILLIS
2868 Hwy 48 N., Nunnely, TN 37137

Memorandum

To: Board Members
From: Michelle Gilbert and Don Qualls
Date: October 26, 2020
RE: November Director's Report

Leave of Absence

Professional
Cathy Morgan

October 19, 2020-January 4, 2021

Support Staff

Hiring

Professional

Support Staff

Resignation

Professional

Support Staff

Retirement

Professional

Support Staff

Transfers

Professional

Support Staff

Appointment

Professional

Support Staff
Joseph Simpson

EHMS Girls Basketball Coach

Open Positions

- 1 Secondary Personal Finance/ Economics Position
- 1 Secondary Math Position
- 2 Special Education Positions
- 2 Secondary Science Positions
- 1 Alternative Learning Environment Position
- Bus Drivers

*denotes a relationship under the nepotism policy 1.108
The prospective employee(s) is duly qualified to occupy the position.

Account	Description	Budget Estimate	Year-To-Date		Estimate Avg/Mth	Month-To-Date		
			Actual	% of Budget		Actual	% of Avg	
141	General Purpose School							
Revenues								
40110	Current Property Tax	3,042,197.00	(377,554.40)	12.41 %	253,516.42	(377,461.34)	148.89 %	
40120	Trustee's Collections - Prior Year	100,000.00	(23,275.04)	23.28 %	8,333.33	(7,779.26)	93.35 %	
40125	Trustee's Collections - Bankruptcy	0.00	(118.79)	0.00 %	0.00	0.00	0.00 %	
40130	Cir Clk/Clk & Master Collections-Pr Yr	55,000.00	(13,046.70)	23.72 %	4,583.33	(9,085.80)	198.24 %	
40140	Interest And Penalty	21,000.00	(2,368.72)	11.28 %	1,750.00	(921.33)	52.65 %	
40161	Payments In Lieu Of Taxes - T. V. A.	4,000.00	(1,160.83)	29.02 %	333.33	(291.76)	87.53 %	
40162	Payments In Lieu Of Taxes-Local	6,000.00	0.00	0.00 %	500.00	0.00	0.00 %	
40210	Local Option Sales Tax	1,550,000.00	(545,046.49)	35.16 %	129,166.67	(178,522.89)	138.21 %	
40270	Business Tax	30,000.00	(2,883.43)	9.61 %	2,500.00	(435.68)	17.43 %	
40320	Bank Excise Tax	30,000.00	0.00	0.00 %	2,500.00	0.00	0.00 %	
40350	Interstate Telecommunications Tax	1,500.00	0.00	0.00 %	125.00	0.00	0.00 %	
41110	Marriage Licenses	1,300.00	(551.00)	42.38 %	108.33	(237.50)	219.23 %	
43517	Tuition - Other	2,000.00	(2,300.00)	115.00 %	166.67	0.00	0.00 %	
43570	Receipts From Individual Schools	60,000.00	(1,703.60)	2.84 %	5,000.00	(1,703.60)	34.07 %	
43582	Community Service Fees - Adults	200.00	(87.00)	43.50 %	16.67	(35.00)	210.00 %	
44120	Lease/Rentals	1,000.00	0.00	0.00 %	83.33	0.00	0.00 %	
44170	Miscellaneous Refunds	40,000.00	(7,948.89)	19.87 %	3,333.33	0.00	0.00 %	
44530	Sale Of Equipment	5,000.00	(12,422.90)	248.46 %	416.67	0.00	0.00 %	
44560	Damages Recovered From Individuals	3,000.00	0.00	0.00 %	250.00	0.00	0.00 %	
44570	Contributions & Gifts	15,000.00	(754.00)	5.03 %	1,250.00	0.00	0.00 %	
46511	Basic Education Program	22,516,000.00	(6,762,563.52)	30.03 %	1,876,333.33	(2,254,187.84)	120.14 %	
46515	Early Childhood Education	419,362.00	(69,422.15)	16.55 %	34,946.83	(69,422.15)	198.65 %	
46520	School Food Service	22,000.00	0.00	0.00 %	1,833.33	0.00	0.00 %	
46550	Driver Education	10,000.00	0.00	0.00 %	833.33	0.00	0.00 %	
46590	Other State Education Funds	240,000.00	0.00	0.00 %	20,000.00	0.00	0.00 %	
46591	Coordinated School Health	90,000.00	0.00	0.00 %	7,500.00	47,895.85	-638.61 %	
46594	Family Resource Centers	59,223.00	(14,805.83)	25.00 %	4,935.25	0.00	0.00 %	
46610	Career Ladder Program	60,000.00	0.00	0.00 %	5,000.00	0.00	0.00 %	
46851	State Revenue Sharing -T.V.A.	250,000.00	0.00	0.00 %	20,833.33	0.00	0.00 %	
46980	Other State Grants	300,000.00	0.00	0.00 %	25,000.00	0.00	0.00 %	
46981	Safe Schools	88,000.00	0.00	0.00 %	7,333.33	0.00	0.00 %	
46990	Other State Revenues	20,000.00	(5,046.06)	25.23 %	1,666.67	0.00	0.00 %	
47640	Rotc Reimbursement	60,000.00	(13,300.74)	22.17 %	5,000.00	(6,879.69)	137.59 %	
48990	Other	40,000.00	(2,500.00)	6.25 %	3,333.33	0.00	0.00 %	
49700	Insurance Recovery	10,000.00	0.00	0.00 %	833.33	0.00	0.00 %	
49800	Transfers In	25,000.00	0.00	0.00 %	2,083.33	0.00	0.00 %	
Total	Revenues	29,176,782.00	(7,858,860.09)	26.94 %	2,431,398.50	(2,859,067.99)	117.59 %	

Account	Description	Budget Estimate	Year-To-Date		Estimate Avg/Mth	Month-To-Date		
			Actual	% of Budget		Actual	% of Avg	
141	General Purpose School							
Expenditures								
71100	Regular Instruction Program	(14,303,581.00)	3,620,599.44	25.31 %	(1,191,965.08)	1,145,319.39	96.09 %	
71150	Alternative Instruction Program	(169,526.00)	23,895.01	14.10 %	(14,127.17)	10,453.43	74.00 %	
71200	Special Education Program	(3,048,933.00)	591,513.24	19.40 %	(254,077.75)	195,112.51	76.79 %	
71300	Career and Technical Education	(1,104,098.00)	226,307.39	20.50 %	(92,008.17)	68,259.65	74.19 %	
72110	Attendance	(155,621.00)	48,717.47	31.31 %	(12,968.42)	9,520.83	73.42 %	
72120	Health Services	(362,750.00)	80,391.98	22.16 %	(30,229.17)	24,815.82	82.09 %	
72130	Other Student Support	(988,313.00)	200,969.47	20.33 %	(82,359.42)	75,185.69	91.29 %	
72210	Regular Instruction Program	(1,292,398.00)	258,810.14	20.03 %	(107,699.83)	78,166.44	72.58 %	
72220	Special Education Program	(119,202.00)	42,455.52	35.62 %	(9,933.50)	8,362.60	84.19 %	
72230	Career and Technical Education	(109,671.00)	36,599.08	33.37 %	(9,139.25)	7,780.00	85.13 %	
72250	Technology	(326,901.00)	213,676.33	65.36 %	(27,241.75)	49,878.66	183.10 %	
72290	Other Programs	(35,000.00)	0.00	0.00 %	(2,916.67)	0.00	0.00 %	
72310	Board Of Education	(669,000.00)	268,517.98	40.14 %	(55,750.00)	27,823.72	49.91 %	
72320	Director Of Schools	(283,150.00)	108,541.34	38.33 %	(23,595.83)	18,277.64	77.46 %	
72410	Office Of The Principal	(1,693,269.00)	448,113.76	26.46 %	(141,105.75)	99,225.10	70.32 %	
72510	Fiscal Services	(45,000.00)	0.00	0.00 %	(3,750.00)	0.00	0.00 %	
72610	Operation Of Plant	(2,356,000.00)	720,613.63	30.59 %	(196,333.33)	135,805.23	69.17 %	
72620	Maintenance Of Plant	(952,438.00)	358,419.39	37.63 %	(79,369.83)	74,215.58	93.51 %	
72710	Transportation	(2,332,170.00)	422,841.92	18.13 %	(194,347.50)	86,287.16	44.40 %	
72810	Central And Other	(253,500.00)	4,420.89	1.74 %	(21,125.00)	958.49	4.54 %	
73100	Food Service	(28,110.00)	0.00	0.00 %	(2,342.50)	0.00	0.00 %	
73300	Community Services	(132,475.00)	27,564.93	20.81 %	(11,039.58)	7,781.74	70.49 %	
73400	Early Childhood Education	(453,163.00)	101,277.90	22.35 %	(37,763.58)	26,595.75	70.43 %	
76100	Regular Capital Outlay	(105,000.00)	77,192.14	73.52 %	(8,750.00)	0.00	0.00 %	
99100	Transfers Out	(165,000.00)	0.00	0.00 %	(13,750.00)	0.00	0.00 %	
Total	Total Expenditures	(31,484,269.00)	7,881,438.95	25.03 %	(2,623,689.08)	2,149,825.43	81.94 %	
141	General Purpose School	(2,307,487.00)	22,578.86	0.98 %	(192,290.58)	(709,242.56)	-368.84	

Account	Description	Year-To-Date			Estimate Avg/Mth	Month-To-Date		
		Budget Estimate	Actual	% of Budget		Actual	% of Avg	
Revenues								
44170	Miscellaneous Refunds	0.00	0.00	0.00 %	0.00	0.00	0.00 %	
47131	Vocational Educ - Basic Grants To	115,977.07	(46,394.20)	40.00 %	9,664.76	(11,670.20)	120.75 %	
47141	Title I Grants To Local Educ Agencies	1,221,964.10	(235,634.47)	19.28 %	101,830.34	(76,177.68)	74.81 %	
47143	Special Education - Grants To States	1,029,540.71	(173,946.20)	16.90 %	85,795.06	(43,943.63)	51.22 %	
47145	Special Education Preschool Grants	34,359.88	0.00	0.00 %	2,863.32	9,879.50	-345.04 %	
47146	English Language Acquisition Grants	73,762.00	(16,503.58)	22.37 %	6,146.83	(4,899.02)	79.70 %	
47148	Rural Education	173,963.39	(9,357.63)	5.38 %	14,496.95	6,116.09	-42.19 %	
47189	Eisenhower Prof Development State	224,055.14	(31,555.06)	14.08 %	18,671.26	41,151.53	-220.40 %	
47301	ARRA Grant #1	879,730.25	(322,214.38)	36.63 %	73,310.85	0.00	0.00 %	
47590	Other Federal Through State	285,000.00	(65,172.00)	22.87 %	23,750.00	80,659.97	-339.62 %	
49800	Transfers In	0.00	0.00	0.00 %	0.00	0.00	0.00 %	
Total Revenues		4,038,352.54	(900,777.52)	22.31 %	336,529.38	1,116.56	-0.33 %	
Expenditures								
71100	Regular Instruction Program	(1,689,532.24)	626,263.23	37.07 %	(140,794.35)	91,808.74	65.21 %	
71200	Special Education Program	(719,384.14)	127,474.85	17.72 %	(59,948.68)	41,749.70	69.64 %	
71300	Career and Technical Education	(101,848.07)	42,742.36	41.97 %	(8,487.34)	2,815.91	33.18 %	
72120	Health Services	(20,000.00)	7,676.53	38.38 %	(1,666.67)	(897.05)	-53.82 %	
72130	Other Student Support	(352,516.32)	85,923.84	24.37 %	(29,376.36)	22,549.57	76.76 %	
72210	Regular Instruction Program	(587,736.56)	138,528.17	23.57 %	(48,978.05)	28,427.43	58.04 %	
72220	Special Education Program	(462,790.46)	80,646.62	17.43 %	(38,565.87)	28,041.22	72.71 %	
72250	Technology	(50,000.00)	0.00	0.00 %	(4,166.67)	0.00	0.00 %	
72610	Operation Of Plant	(30,000.00)	800.00	2.67 %	(2,500.00)	0.00	0.00 %	
72710	Transportation	(1,900.00)	0.00	0.00 %	(158.33)	0.00	0.00 %	
99100	Transfers Out	(22,644.75)	0.00	0.00 %	(1,887.06)	0.00	0.00 %	
Total Expenditures		(4,038,352.54)	1,110,055.60	27.49 %	(336,529.38)	214,495.52	63.74 %	
Total		142	School Federal Projects	0.00	209,278.08	100.00 %	0.00	

Account	Description	Budget Estimate	Year-To-Date		Estimate Avg/Mth	Month-To-Date		
			Actual	% of Budget		Actual	% of Avg	
143	Central Cafeteria							
Revenues								
43521	Lunch Payments - Children	240,000.00	(19,476.29)	8.12 %	20,000.00	0.00	0.00 %	
43522	Lunch Payments - Adults	65,000.00	(7,409.51)	11.40 %	5,416.67	0.00	0.00 %	
43523	Income From Breakfast	65,000.00	(5,999.93)	9.23 %	5,416.67	0.00	0.00 %	
43525	A La Carte Sales	244,100.00	(30,709.83)	12.58 %	20,341.67	0.00	0.00 %	
43570	Receipts From Individual Schools	0.00	(12,000.00)	0.00 %	0.00	(12,000.00)	0.00 %	
44110	Investment Income	200.00	(69.23)	34.62 %	16.67	(15.08)	90.48 %	
47111	USDA School Lunch Program	1,065,000.00	(368,406.00)	34.59 %	88,750.00	(153,016.70)	172.41 %	
47113	Breakfast	480,000.00	(134,117.44)	27.94 %	40,000.00	(52,559.58)	131.40 %	
47114	USDA - Other	15,000.00	(352.32)	2.35 %	1,250.00	0.00	0.00 %	
Total	Revenues	2,174,300.00	(578,540.55)	26.61 %	181,191.67	(217,591.36)	120.09 %	
Expenditures								
73100	Food Service	(2,174,271.00)	840,681.51	38.66 %	(181,189.25)	164,125.32	90.58 %	
Total	Expenditures	(2,174,271.00)	840,681.51	38.66 %	(181,189.25)	164,125.32	90.58 %	
Total	143	Central Cafeteria	29.00	262,140.96	-903,934.34	2.42	(53,466.04)	2,212,

Account Activity Summary
Hickman
07/01/2020 - 09/30/2020

Beginning Value - Investment Account	\$	2,115,338.98
Beginning Value - Alternative Invest. Acct.	\$	136,812.87
Total Beginning Value ^{1 See Definitions}	\$	2,252,151.85
Additions ²		
Contributions ³	\$	-
Dividends & Interest ⁴	\$	7,294.75
Withdrawals ⁵		
TSBA Fee ⁶	\$	(1,407.59)
MS Fees ⁷	\$	(968.97)
System Distributions ⁸	\$	(57,411.90)
Unadjusted Investment Earnings ⁹	\$	122,654.79
Ending Value - Investment Account	\$	2,179,977.06
Ending Value - Alternative Invest. Acct.	\$	142,335.87
Total Ending Value ¹⁰	\$	2,322,312.93

Definitions:

1. **Beginning Value:** The total account value at the start of business on the first day of the specified reporting period.
2. **Additions:** All credits to the account in which total account value is increased within the specified reporting period.
3. **Contributions:** The sum of total cash deposits and/or other asset transfers into the Morgan Stanley account from outside of the Morgan Stanley account and by instruction of the client within the specified reporting period.
4. **Dividends and Interest:** The sum of all dividend, interest, and capital gain payments credited to the account and those in the which settlement date lies within the specified reporting period. **NOTE:** Any dividend, interest, or capital gain distribution in which a settlement date lies outside of the reporting period or in which was included in the beginning value will not be included 'Dividends and Interest' total for the period.
5. **Withdrawals:** The sum of total cash and/or other asset transfers out of the Morgan Stanley account to any other account whether inside or outside of the firm.
6. **TSBA Fee:** The fee calculated by instruction of the client and is based on the account value at the end of business on the last day of the prior quarter.
7. **MS Fees:** The sum of all quarterly fees charged by Morgan Stanley and any adjustments made to this charge within the specified reporting period in which client is in agreement for investment advisory and brokerage services provided.
8. **System Distributions:** The sum of any distributions to the beneficiary (public school system) of the GASB 45 Trust within the specified reporting period.
9. **Unadjusted Investment Earnings:** The earnings of asset investments in the Morgan Stanley account unadjusted for any fees charged or withdrawals in the account by instruction of Morgan Stanley or the client and within the specified reporting period.
10. **Ending Value:** The Account Value at the end of business on the last day of the specified reporting period.

The information and data contained in this report are from sources considered reliable, but their accuracy and completeness is not guaranteed. This report has been prepared for illustrative purposes only and is not intended to be used as a substitute for monthly transaction statements you receive on a regular basis from Morgan Stanley Smith Barney LLC. Please compare the data on this document carefully with your monthly statements to verify its accuracy. The Company strongly encourages you to consult with your own accountants or other advisors with respect to any tax questions.

*Account Contribution Summary
Hickman
07/01/2020 - 09/30/2020*

ACTIVITY DATE	ACTIVITY	DESCRIPTION		TYPE
07/08/2020	Withdrawal	BRANCH CHECK PAID TO Hickman County School Ref: CE084664	-57,411.90	Cash
		Total Deposits	-57,411.90	

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Account Dividend & Interest Summary
Hickman
07/01/2020 - 09/30/2020

ACTIVITY DATE	ACTIVITY	DESCRIPTION		TYPE
07/01/2020	Dividend	PGIM SHORT-TERM CORP BOND Z	773.26	Cash
07/01/2020	Dividend	BLACKROCK HIGH EQ INCOME INST	379.66	Cash
07/01/2020	Dividend	NUVEEN STRATEGIC INCOME INST	410.22	Cash
07/01/2020	Dividend	PUTNAM FLOATING RATE INC Y	170.93	Cash
07/02/2020	Dividend	VANGUARD INDEX FDS S&P 500 ETF	527.45	Cash
07/08/2020	Dividend	ISHARES GNMA BOND ETF	69.99	Cash
07/31/2020	Interest Income	MORGAN STANLEY BANK N.A.	1.62	Cash
08/03/2020	Dividend	PGIM SHORT-TERM CORP BOND Z	777.35	Cash
08/03/2020	Dividend	BLACKROCK HIGH EQ INCOME INST	396.60	Cash
08/03/2020	Dividend	NUVEEN STRATEGIC INCOME INST	410.88	Cash
08/03/2020	Dividend	PUTNAM FLOATING RATE INC Y	151.72	Cash
08/07/2020	Dividend	ISHARES GNMA BOND ETF	62.72	Cash
08/31/2020	Interest Income	MORGAN STANLEY BANK N.A.	1.80	Cash
09/01/2020	Dividend	PGIM SHORT-TERM CORP BOND Z	754.51	Cash
09/01/2020	Dividend	BLACKROCK HIGH EQ INCOME INST	560.08	Cash
09/01/2020	Dividend	NUVEEN STRATEGIC INCOME INST	380.00	Cash
09/01/2020	Dividend	PUTNAM FLOATING RATE INC Y	147.72	Cash
09/08/2020	Dividend	ISHARES GNMA BOND ETF	66.52	Cash
09/29/2020	Dividend	ISHARES CORE S&P U.S. GROWTH	365.82	Cash
09/29/2020	Dividend	ISHARES CORE S&P U.S. VALUE	884.14	Cash
09/30/2020	Interest Income	MORGAN STANLEY BANK N.A.	1.76	Cash
		Total Dividends and Interest	7,294.75	

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Account Fee Summary
Hickman
07/01/2020 - 09/30/2020

ACTIVITY DATE	ACTIVITY	DESCRIPTION		TYPE
07/06/2020	CASH TRANSFER	FUNDS TRANSFERRED	-1,407.59	Cash
07/08/2020	Service Fee	ADV FEE 07/01-07/31	-319.85	Cash
07/21/2020	Service Fee	NET PLATFORM FEE	-0.51	Cash
08/07/2020	Service Fee	ADV FEE 08/01-08/31	-323.02	Cash
09/08/2020	Service Fee	ADV FEE 09/01-09/30	-325.59	Cash
		Total Withdrawals	-2,376.56	

*Cash Balance includes Cash, Bank Deposits, MMF Balance, and Unsettled Cash.

Unless otherwise indicated, this information is not intended to be a substitute for the official account statements that you receive from us. This information is approximate and subject to adjustment, updating and correction and is for illustrative and general reference purposes only. We are not responsible for any clerical, computational or other inaccuracies, errors or omissions. We obtain market values and other data from various standard quotation services and other sources, which we believe to be reliable. However, we do not warrant or guarantee the accuracy or completeness of any such information. The values that you actually receive in the market for any investment may be higher or lower than the values reflected herein. To the extent there are any discrepancies between your official account statement and this information, you should rely on the official account statement. This information should not be considered as the sole basis for any investment decision. The Bank Deposit Program (BDP) is a cash sweep feature whereby clients can chose to have their available free credit balances automatically deposited into interest bearing, FDIC-insured deposit accounts at up to three banks ("Program Banks"): (1) Morgan Stanley Bank, N.A. and/or Morgan Stanley Private Bank, National Association (together, the "Morgan Stanley Banks"), or (2) Citibank, N.A. The Program Banks are FDIC members. Morgan Stanley Smith Barney LLC ("Morgan Stanley") is a registered broker-dealer, not a bank. Morgan Stanley and the Morgan Stanley Banks are affiliates. Unless specifically disclosed to you in writing, other investments and services offered to you through Morgan Stanley are not insured by the FDIC, are not deposits of or other obligations of, or guaranteed by, the Program Banks and involve investment risks, including possible loss of principal amount invested. External Assets - Certain assets listed in this view are based upon information provided by you, your client or other external sources and are not part of accounts that you manage at Morgan Stanley. Assets not held with Morgan Stanley may not be covered by SIPC protection or by additional protection under Morgan Stanley's excess insurance coverage plans. Morgan Stanley may include information about these external assets in this view solely as a service to you, and Morgan Stanley is not responsible for the accuracy of any information provided by external sources, including but not limited to, you, your client or another financial institution. You are responsible for ensuring the accuracy of such information. Generally, any financial institution that holds securities is responsible for year-end reporting (Internal Revenue Service (IRS) Form 1099) and separate periodic statements, which may vary from Morgan Stanley's information due to different tax reporting periods.

The information and data contained in this report are from sources considered reliable, but their accuracy and completeness is not guaranteed. This report has been prepared for illustrative purposes only and is not intended to be used as a substitute for monthly transaction statements you receive on a regular basis from Morgan Stanley Smith Barney LLC. Please compare the data on this document carefully with your monthly statements to verify its accuracy. The Company strongly encourages you to consult with your own accountants or other advisors with respect to any tax questions.



Hickman County Schools Board Agenda Item Request

Date: 19-Oct-20

Name of School: Hickman County High School

Item Requested: Trip Request

Explanation: HCHS JROTC request permission to participate in the Raider

National Championship on 26FEB2021. Travel days will be 25 & 27 FEB 2021. The cost for

each Cadet will be \$45 per person. Travel will be by parent carpool (privately-owned-vehicle).

Attachments (if necessary and appropriate):

Signature of Person requesting to be placed on the agenda:

Dany ...

Signature of Building Principal

Ken D. ...



Hickman County Schools Board Agenda Item Request

Date: 19-Oct-20

Name of School: Hickman County High School

Item Requested: Trip Request

Explanation: HCHS JROTC request permission to participate in the 7th Brigade

Regional Academic, Air Rifle, Drill, and Robotics competition at Fort Knox, KY on 13MAR2021

There is no cost for Cadets.

Attachments (if necessary and appropriate):

Signature of Person requesting to be placed on the agenda:

Signature of Building Principal



Hickman County Schools Board Agenda Item Request

Date: 28-Sep-20

Name of School: Hickman County High School

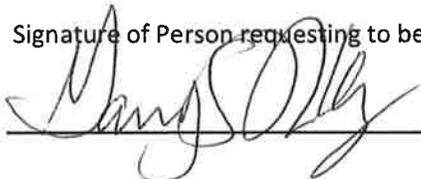
Item Requested: Raider Competition

Explanation: HCHS JROTC program request permission to host a Raider

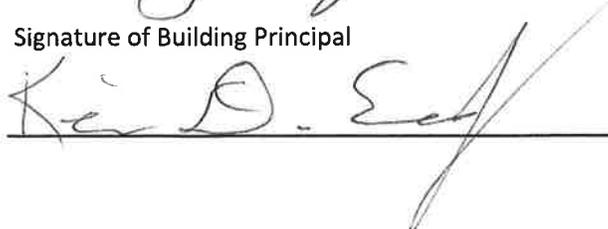
Competition on 21NOV2020.

Attachments (if necessary and appropriate):

Signature of Person requesting to be placed on the agenda:



Signature of Building Principal





Hickman County Schools Board Agenda Item Request

Date: 19-Oct-20

Name of School: Hickman County High School

Item Requested: Military Formal & Awards Ceremony

Explanation: HCHS JROTC request permission to host a military formal event

on 27 MAR 2021 at Hickman County High School as required by Cadet Command Regulation

145-2. The event will begin at 1700hrs (5:00 pm) and will conclude by 2000hrs (8:00 pm).

During the event Cadets will engage in formal dining, prog ceremony, National & Regional

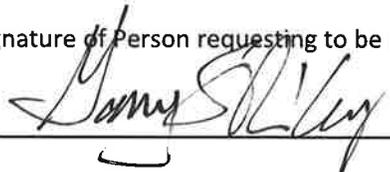
Award presentation, Class of 2021 Cord presentation, & Class of 2022 Rank Promotion.

Guest speaker TBD. Parents are permitted to attend the event. Dates will not be 21 or older.

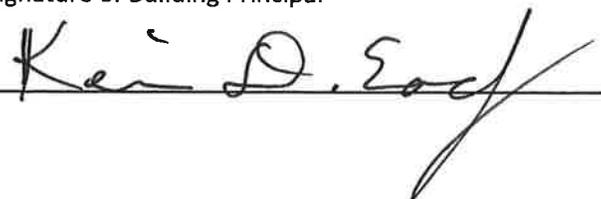
Estimated cost is \$20-\$25 per attendee.

Attachments (if necessary and appropriate):

Signature of Person requesting to be placed on the agenda:



Signature of Building Principal



Hickman County Board of Education
Budget Amendment No. 6
General Purpose - Fund 141
November 2, 2020

Account	Description	Debit	Credit	Justification
141 - 72110 - 524	In-Service	200.00		To cover expenditures in excess of original budget for 141-72110-499
141 - 72110 - 499	Other Supplies & Materials		200.00	
141 - 72320 - 355	Travel	600.00		To cover expenditures in excess of original budget for 141-72320-399
141 - 72320 - 399	Other Contracted Services		600.00	
141 - 72710 - 299	Fringe Benefits	5,500.00		To budget expenses for Bus Garage Repair
141 - 72710 - 399	Other Contracted Services	3,000.00		
141 - 72710 - 335	Maintenance & Repair - Bldg		8,500.00	
TOTALS		\$ 9,300.00	\$ 9,300.00	

Approved:

Attest:

Amy Bryant

Michelle Gilbert

Hickman County Board of Education
Budget Amendment No. 7
Federal Programs - Fund 142
November 2, 2020

Account	Description	Debit	Credit	Justification
47141 - - - 111	Revenue	31,229.50		
71100 - 399 - - 111	Other Contracted Services		25,000.00	
71100 - 499 - - 111	Other Supplies & Materials		322.95	To Budget ATSI Grant
72210 - 189 - - 111	Other Salaries & Wages		5,000.00	Carryover from FY 2019-20
72210 - 201 - - 111	Social Security		382.50	
72210 - 204 - - 111	State Retirement		524.05	
71200 - 189 - - 901	Other Salaries & Wages	19,118.25		To track IDEA - Compensatory
71200 - 189 - CGF - 901	Other Salaries & Wages		19,118.25	Grant Funds expenditures
Totals		\$ 50,347.75	\$ 50,347.75	

Approved:

Attest:

Amy Bryant

Michelle Gilbert

Hickman County School System Proposed 2021-22 School Calendar

	Student Instructional Days	Professional Development	In-service Training	Parent-Teacher Conferences	Annual Leave	Administrative Days	Total Days	Payroll Dates
July			*5			1	6	
August	21				1	1	23	***
September	21	<1			1		22	Aug. 31, 2021
October	16				1		17	Sept. 30, 2021
November	18			1	1		20	Oct. 29, 2021
December	13				1		14	Nov. 30, 2021
January	20	<1			1		21	Dec. 17, 2021
February	19			**1	1		21	Jan. 31, 2022
March	19				1		20	Feb. 28, 2022
April	19				1		20	Mar. 25, 2022
May	14				1	1	16	Apr. 29, 2022 ****May 20, 2022
June								***** June, 2022 ***** June, 2022
Total	180	<Included	5	2	10	3	200	

*Three In-service Training days, jointly decided upon by the principal and teacher, shall be completed from July 1, 2021 through May 31, 2022.

**One parent teacher conference will be conducted outside the school day - this will be divided into two sessions.

***The 2021-22 payroll cycle for teachers and staff begins after one month's active employment.

****Last payroll check for those who selected ten (10) checks.

*****For those selecting twelve (12) checks, the eleventh (11th) and twelfth (12th) checks are deposited into bank account before June 30, 2022.

*****Up to eleven (11) days are accumulated in the school calendar through extended work (stockpile) days and if used will not be made up. If more than the eleven (11) stockpile days are missed, make-up days will be added to the end of the school year.

July 28-29	In-service Training
July 30	Administrative Day
August 2	First Student Day: Abbreviated Day (Students Dismissed at 10:00 AM – Buses Run)
August 3	Administrative Day
August 4	Full Day of Classes Begin
September 6	Labor Day (Schools Closed)
September 7	Professional Development (Teachers/Staff Report – Students Do Not Report)
October 11-15	Fall Break (Schools Closed)
November 1	Parent-Teacher Conferences 10:00-4:00 p.m. (Students Do Not Report)
November 24-26	Thanksgiving Break (Schools Closed)
December 17	Abbreviated Day (Students Dismissed at 10:00 AM – Buses Run)
December 20-31	Christmas Break (Schools Closed)
January 3	Professional Development (Teachers/Staff Report – Students Do No Report)
January 4	Students Return from Christmas Break
January 17	Martin Luther King, Jr. Day (Schools Closed)
February 21	President's Day (Schools Closed)
March 28-April 1	Spring Break (Schools Closed)
April 15	Good Friday (Schools Closed)
May 14	Hickman County High School Graduation 10:00 AM East Hickman High School Graduation 2:00 PM
May 18	Last Full Day of School
May 19	Administrative Day
May 20	Abbreviated Day (8:00 AM – 10:00 AM - Buses will not Run)

Request to Split Supplements

EHHS

East Hickman High School Cheerleader Coaches

Priscilla Smith 4%

Melissa (Missy) Collins 2%

HCHS

HCHS Beta Club Sponsors

Melissa Istre .5%

Charlene Hunt .5%

Invitation to
Bid

The Hickman County Finance Office is accepting sealed bids for Chromebook Units and Chrome OS Management Service License

Bid with specifications are online at: www.hickmank12.org/request-for-proposal.

All bidders will be required to submit a conflict of interest disclosure form that can also be obtained at: www.hickmank12.org/request-for-proposal.

Sealed bids must be mailed or delivered to the Hickman County Finance Office, 114 North Central Avenue, Suite 203, Centerville, TN 37033 and clearly marked on the outside of the envelope "Chromebooks and Chrome Management Licenses". Bids will be opened on Monday, October 19th, 2020 at 10:00 a.m. in the Finance Office. The Hickman County Board of Education reserves the right to accept or reject any and all bids or parts of bids and to waive any informalities that would prevent the acceptance of a better bid.

Present Penny Mayberry
Carrie Davis

	<u>Archangel</u>	<u>Howard</u>	<u>Firefly</u>
Chromebook	271.95	232.00	226.00
License	24.90	25.00	24.00
White glove services	7.00	5.00	6.00
Tagging	—	4.00	—

Archangel Tablets



**Hickman County Board of
Education
Centerville, TN**

**Chromebooks & Chrome
Management Licenses**

References

(Confidential)



ARCHANGEL
— TABLETS —

Archangel Tablets provides classroom technology to over 300 schools, districts, and diocese throughout the United States. Below are several of our clients available for reference.

Meigs County Board of Education

Deputy Director David Brown

david@meigsboe.net

345 N Main St

Decatur, TN 37322

(423) 334-5793

Dickson County School District

Coordinator of Technology Ben Lewis

blewis@dcstn.org

817 N Charlotte St

Dickson, TN 37055

(615) 740-5903

Trenton Special School District

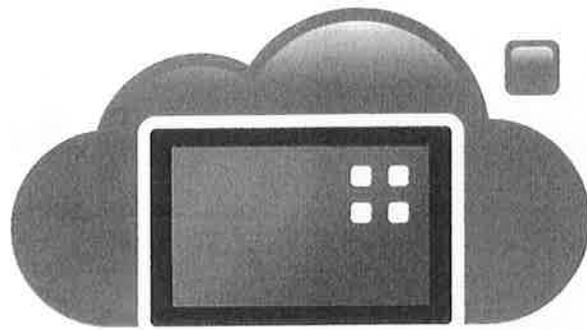
Technology Director Jon Michael Lee

jonmichael.lee@trentonssd.org

201 W 10th St

Trenton, TN 38382

(731) 855-1191



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Extended Warranty &
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(ADP)**

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Own with confidence.[™]

White Glove Services



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Quality assurance of each new device for appearance and operation.



Upgrade each device to the latest version of Chrome OS.



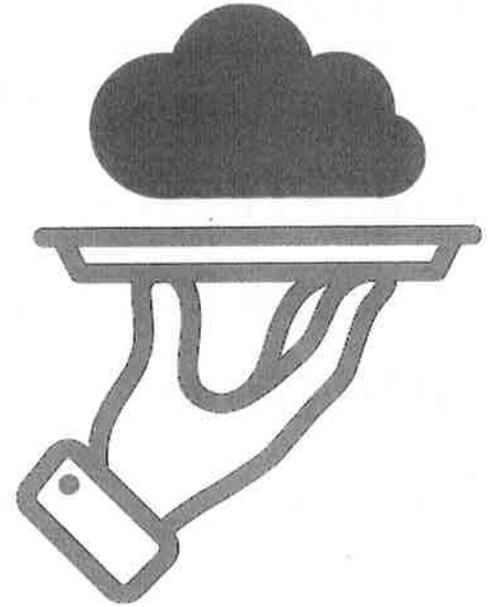
Enrollment of your school's entire fleet of devices with Google Management.



Assign and affix asset codes and tags.



Provide a spreadsheet with the corresponding serial numbers.



White Glove Services Include:

- Dead on arrival check and Chrome OS update.
- Apply network configuration settings.
- Enroll the devices into your domain and perform validation.
- Asset tagging using customer provided labels and return a spreadsheet of corresponding serial and tag numbers.

Hickman County Government

Conflict of Interest Disclosure Form

The County Financial Management System of 1981 contains the most stringent conflict of interest provisions. TCA §5-21-121 provides:

- (a) The director, purchasing agent, members of the committee, members of the county legislative body or other officials, employees, or members of the board of education or highway commission shall not be financially interested or have any personal beneficial interest, either directly or indirectly, in the purchase of any supplies, materials, equipment or contractual services for the county.
- (b) No firm, corporation, partnership, association or individual furnishing any such supplies, materials, equipment or contractual services, shall give or offer, nor shall the director or purchasing agent or any assistant or employee accept or receive directly or indirectly from any person, firm, corporation, partnership or association to whom any contract may be awarded, by rebate, gift or other otherwise, any money or other things of value whatsoever, or any promise, obligation or contract for future reward or compensation.

Date: 10/13/20 Name: Eric Williams

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify any boards or committees you (and/or your spouse) sit on, the name of your employer and any businesses you or your spouse may own.

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Date: 10/13/20 Signature: Eric Williams

Lenovo 14e Chromebook Platform Specifications

Product Specifications Reference (PSREF)

Processor		AMD A-Series APUs							Media reader Ports	MicroSD card reader Two USB-C 3.1 Gen 1 (with the function of power delivery, DisplayPort and data transfer), two USB-A 3.1 Gen 1, MicroSD card reader, headphone / microphone combo jack, security keyhole <i>* Depending on many factors, actual data transfer speed may be lower than theoretical speed.</i>
Processor Number	# of Cores	# of Threads	Base Frequency	Max Frequency	L2 Cache	Memory Type	Processor Graphics	Camera	720p HD, fixed focus, with integrated array microphone Maxim MAX98357A Dialog DA7219, Stereo speakers, 2W x 2, array microphone, headphone / microphone combo jack	
A4-9120C	2	2	1.6 GHz	2.4 GHz	1MB	DDR4-1666	AMD Radeon™ R4	Keyboard	6-row, spill-resistant, Anti-pry Key Caps, optional white LED backlight	
A6-9220C	2	2	1.8 GHz	2.7 GHz			AMD Radeon R5	Touchpad	One-piece touchpad	
Graphics	AMD Radeon R4 or R5 Graphics in processor							Security	Security keyhole	
Chipset	AMD SoC (System on Chip) platform							Security chip	Google security chip H1	
Memory	4GB or 8GB / 1666MHz DDR4 / soldered to systemboard, no sockets							Fingerprint reader	None	
Display	Some: 14.0" (356mm) FHD (1920x1080), anti-glare, WVA, LED backlight, 250 nits, 16:9 aspect ratio Some: 14.0" (356mm) FHD (1920x1080), anti-glare, LED backlight, 220 nits, 16:9 aspect ratio							Battery type	Integrated Li-ion 57Wh battery	
Multi-touch (opt)	On-cell touch, support 10-finger gesture (WVA model only)							Max battery life	Up to 10hrs <i>* Battery life varies significantly with hardware configurations, settings, usage, & other factors.</i>	
Storage	32GB or 64GB eMMC 5.1 (embedded Multi Media Card) flash memory on board							AC adapter	45W USB Type-C AC adapter	
Optical	None							Preload	Google Chrome OS	
Ethernet	None							Limited warranty	<i>One of the following, configurable by model:</i> <ul style="list-style-type: none"> 1-year mail-in repair service 1-year depot repair service 2-year/1-yr battery depot repair service 	
WLAN	Qualcomm® QCA6174A, Wi-Fi 2x2 802.11ac + BT4.2, M.2 card							Mil-Spec test	MIL-STD-810G military testing	
Bluetooth™	Bluetooth 4.2 wireless, integrated in Wi-Fi + Bluetooth combo adapter							Environment	EPEAT™ Silver; TCO Certified; RoHS-compliant	
WWAN	None									
Dimensions	WxDxH: 12.91" x 8.86" x 0.70"; 328mm x 225mm x 17.7mm									
Weight	1.48 kg (3.27 lb)									
Case color	Mineral Grey									
Case material	Display Cover: Aluminum Display bezel sheet: Mylar/rubber ring Keyboard bezel & Palm rest: PC/ABS plastic Bottom: PC/ABS plastic									

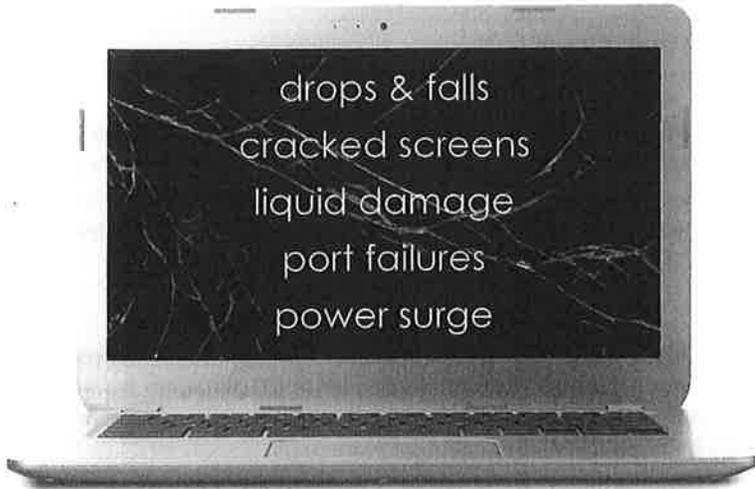
Note: The specifications above may not be available in all regions.

Lenovo
July 2020

Lenovo

Ultimate Protection Plan

with accidental damage



Features & Benefits

ARCHANGEL
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Parts & Labor Coverage



Mechanical / Electrical Failures



Failure During Normal Use



Manufacturer's Defects



No Deductibles or Service Fees



Power Surge

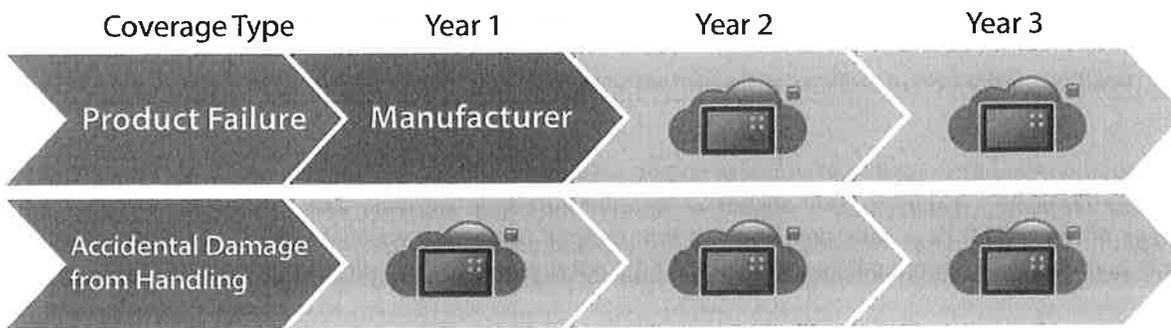


No Lemon Guarantee



Exclusions apply. See terms and conditions for complete coverage details. Terms available upon request.

Coverage Details



How Does It Work?



Your device needs service



Visit us online 24/7 at www.safeware.com



Device is repaired or replaced



Complimentary domestic shipping



You save time and money

(as shown on Your Declaration Page or Invoice or sales receipt), We will continue to replace Your Product under a covered claim during the Term of the Plan. Neither the Replacement Plan nor "Premium Replacement" Plan are transferable.

Repair Plan: If you purchased a Repair Plan, in the event of a covered claim, we will furnish labor and/or parts required to repair the mechanical or electrical Failure of your Product. Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a Product of equal or similar features and functionality. If your Product is replaced, we will have no further obligation to repair or replace your Product and you will not be entitled to make any further claims under this Plan. If You purchased the "Premium Repair Plan" (as shown on Your Declaration Page or Invoice or sales receipt), coverage under this Plan will continue on the replaced product throughout the Term of the Plan. Technological advances may result in a replacement product with a lower selling price than Your original Product. No refunds will be made based on the replacement product cost difference. If the Product is not repairable and a replacement product is not available, we will refund up to the Product purchase price, excluding taxes and less claims paid, if any, and this Plan will be fulfilled and all obligations satisfied. Under the Repair Plan, should repair parts become unavailable because a manufacturer has gone out of business, if a manufacturer no longer provides Product support or all parts sources have been exhausted, the Obligor and the Administrator shall be excused from performance hereunder and you shall receive a full refund of the purchase price paid by you for the Plan. In no event shall the Obligor or Administrator be liable for any damages as a result of the unavailability of repair parts. You may be required to ship or deliver the defective Product prior to receiving reimbursement or a replacement product. The Administrator and Obligor own all parts removed from repaired products or complete units replaced in their entirety.

ADDITIONAL COVERAGES:

1. **Commercial Coverage:** Commercial Coverage is required for any Product(s) that is: (1) equipment that has been specifically manufactured for commercial use; or (2) used in a commercial setting/environment (i.e. for use other than in a residential single-family setting). Under Commercial Coverage, we will furnish replacement parts and/or labor necessary to maintain your Product in proper operating condition.
2. **Accidental Damage from Handling Coverage (ADH Coverage):** If purchased, ADH Coverage augments Your Plan by providing protection against sudden and unforeseen accidental damage to Your Product, provided such damage was in the course of regular use of the Product by You, subject to the exclusions below.

ADH Coverage does not provide protection against wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers. If protective items such as covers, carrying cases or pouches, etc. were provided or made available for use with Your Product, it is expected that You will continually use these accessories for protection against damage to Your Product. "Abuse" is defined as Your intentional non-utilization of protective items during the use of Your Product, or Your treatment of the Product(s) in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by ADH Coverage. Not all Products are eligible for ADH coverage.

ADDITIONAL BENEFITS TO YOUR PLAN:

1. **POWER SURGE PROTECTION:** This Plan also covers the Failure of Your Product resulting from a power surge caused by lightning or power outage while Your Product is properly connected to a surge protector approved by the Underwriter's Laboratory. POWER SURGE DOES NOT COVER DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE.
2. **NO LEMON GUARANTEE:** If We have completed three (3) service repairs for the same problem on an individual component of Your Product, which first began after the manufacturer's warranty period had expired ("**Qualifying Service Repairs**"), and if that Product component requires a fourth (4th) repair for the identical problem as determined by Us, We reserve the right to replace Your Product with one of like kind and quality, not to exceed the original Product purchase price excluding shipping, handling, and taxes. Once a Product is replaced, then this Plan is considered fulfilled and We shall have no further obligation to provide service under this Plan. (This limitation is not applicable if you purchased a Premium Replacement Plan.) Preventative maintenance checks, cleaning, Product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done outside of the USA are not considered repairs for the purposes of this NO LEMON GUARANTEE. **Repair services performed while Your Product is under the manufacturer's warranty** are not consider Qualifying Service Repairs for purposes of the No Lemon Guarantee.

DEDUCTIBLE: Is the amount stated on Your Declarations Page as the "Deductible". The servicer will collect this amount prior to any service being performed.

manufacturer's warranty ends and will provide labor coverage through day 455. Both parts and labor coverage under this Plan shall expire at the end of day 455. During the manufacturer's warranty period, the product manufacturer has primary responsibility for the repair or replacement of your Product from a covered Failure, unless you are eligible for coverage under the "ADDITIONAL COVERAGES" and "ADDITIONAL BENEFITS TO YOUR PLAN" sections, which begin on the date this Plan was purchased by you. This Plan shall remain in effect, subject to the Limit of Liability defined above, for the term specified on the Declaration Page. All Products and/or parts replaced under this Plan become our property in their entirety.

Unless You have selected the Premium Replacement or Premium Repair Plan, the coverage under this Plan will end as to each Product (if more than one is listed on the Declarations Page or in Your Invoice or sales receipt) on the first of the following to occur: 1) A replacement of Your Product has been made; or 2) the total value of the service provided equals or exceeds the Product purchase price of the serviced Product; or 3) the Expiration date shown on Your Declarations Page; or 4) the time period for the Term of the Plan has expired. Coverage for the Premium Replacement or Premium Repair Plan will end on the first of the following to occur: the Expiration date shown on Your Declarations Page or the time period for the Term of the Plan has expired.

IF YOUR PRODUCT NEEDS REPAIR: If You need to file a claim under this Plan, You must contact the Administrator for the appropriate authorized service center. Call the toll-free number at (800) 800-1492 between the hours of 8:00 AM and 6:00 PM eastern standard time or go online to www.safeware.com. For faster service, please have Your proof of Plan purchase (Your Declarations Page, Your Invoice or Your sales receipt) available when You contact the Administrator. **THIS PLAN MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.** When You receive authorization for repairs, the service representative will advise You of the designated service center. A copy of the proof of Plan purchase (Your Declarations Page, Your Invoice or Your sales receipt), and a brief written description of the problem must accompany Your Product. We will not be liable for freight charges or damage due to improper packaging. Do not return Your Product to Your retailer unless so instructed by the Administrator. If Your Plan expires during the time of an approved repair or replacement, this Plan is extended until the repair or replacement has been completed.

WHAT IS NOT COVERED: THIS PLAN DOES NOT COVER ANY LOSS, REPAIRS OR DAMAGE CAUSED BY OR RESULTING FROM:

- (A) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA;**
- (B) PREEXISTING CONDITIONS INCURRED OR KNOWN TO YOU (PRE-EXISTING MEANS A CONDITION THAT WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY RELATES TO THE MECHANICAL FITNESS OF YOUR COVERED PRODUCT PRIOR TO PLAN ISSUANCE);**
- (C) IMPROPER PACKAGING AND/OR TRANSPORTATION DAMAGE DURING SHIPMENT TO A SERVICE CENTER OR RELOCATION OF THE COVERED PRODUCT;**
- (D) INSTALLATION, REMOVAL, REINSTALLATION OR IMPROPER INSTALLATION OF COMPONENTS, UPGRADES, ATTACHMENTS OR PERIPHERALS;**
- (E) DAMAGE OR FAILURE CAUSED BY RIOT, NUCLEAR RADIATION, WAR OR HOSTILE ACTION, RADIOACTIVE CONTAMINATION, ETC.;**
- (F) DAMAGE FROM FREEZING OR OVERHEATING;**
- G) INADEQUATE PLUMBING, ELECTRICAL OR GAS SERVICE;**
- (H) INTERRUPTION OF GAS, ELECTRICAL OR REPAIR TO ANY COMPONENTS WITHIN THE PRODUCT NOT ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY OR ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS SUCH AS, BUT NOT LIMITED TO, LAMPS, BULBS, AIR, FUEL, OIL OR WATER FILTERS, LINT SCREENS, TUBES, HOSES, BLADES, NEEDLES, BAGS, BATTERIES, OIL, ACCESSORY CABLES, SEATS, FUEL OF ANY KIND, LP TANKS, GRATES, LAVA ROCKS, BRIQUETTES, SPARK PLUGS, TIRES, WHEELS, CARBURETOR, BRAKES TUBES, HOSES, DRILLS BITS, BRUSHES, GRINDER PADS, DISKS, SANDPAPER, STAPLES; TRIMMER HEADS, MOWER BLADES, FAN BELTS, DRIVE BELTS, SPARK PLUGS, CORDS, WIRING, CABLES, FUSES, KEYPADS, SWITCHES, CONNECTORS, BATTERIES, TONER, RIBBONS, BELTS, DRUMS, DEVELOPER, INK OR INK CARTRIDGES OR ANY OTHER PARTS OR MATERIALS WHICH ARE DESIGNED TO BE CONSUMED DURING THE LIFE OF THE COVERED PRODUCT;**
- (I) COST OF REMOVAL OR DISPOSAL OF THIS PRODUCT IN ORDER TO COMPLY WITH EPA DISPOSAL REQUIREMENTS;**
- (J) COST OF PREVENTATIVE MAINTENANCE, CLEANING, ALIGNMENTS, SEIZED OR DAMAGED PARTS OR OTHER SERVICE RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS, USING CONTAMINATED, STALE OR IMPROPER FUEL;**
- (K) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT;**
- (L) ANY SERVICE EVENTS NOT REPORTED DURING THE TERM OF THE PLAN;**
- (M) INFIDELITY OR DISHONESTY BY YOU OR ANY OF YOUR EMPLOYEES.**

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS PLAN DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED PRODUCT.

Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206. If a claim is not paid within sixty (60) days of submitting the claim or if the Obligor becomes insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206 In Washington, the obligations of the Obligor are backed by the full faith and credit of the Obligor.

TO RENEW THIS PLAN: To renew your coverage; please call 1-800-800-1492 on or before the expiration date of this Plan. Renewal prices will reflect the age of your Product, current service costs, and repair experience of the product model. Renewal prices will be available from the Administrator upon request at the time of renewal. **Note:** *not all products are eligible for renewal.*

IMPORTANT CONSUMER INFORMATION: If Your Product is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at 5700 Perimeter Dr. Ste. E. Dublin OH 43017 Attn: Administrator or call 1-800-800-1492 with the date of exchange, make, model, and serial number of the replacement Product within 10 days of the exchange. No exchange will change the terms of this Plan.

TERRITORIES: This Plan territory is limited to the United States of America, including the District of Columbia, only. It does not include any Canadian or U.S. Territories such as but not limited to: Guam, Puerto Rico, or U.S. Virgin Islands.

STATE DISCLOSURES Regulation of Plans may vary widely from state to state. Any provision within this Plan which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Plan was purchased in one of the following states and supersede any other provision within Your Plan terms and conditions to the contrary.

1. **In Arizona:** The following statement is added to Section "ARBITRATION": "Arbitration does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance, Consumer Affairs Division 800-325-2548".
2. **In Arkansas:** The following statement is added to Section "ENTIRE PLAN": "A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation". The following is added to this Plan: "This Plan does not exclude pre-existing conditions".
3. **In California:** The following statement is added to Section "ARBITRATION": "This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California, 95660, or You may visit their website at www.bear.ca.gov".
4. **In Connecticut:** The following statement is added to Section "PLAN TERMS": "In the event Your Product is being serviced by an Administrator when this Plan expires, the term of this Plan will be extended until covered repair has been completed". The following statement is added to Section "ARBITRATION": "The State of Connecticut has established an arbitration process to settle disputes arising from service Plans. If You purchased this Plan in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Plan. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, the cost of repair and a copy of this Plan". The following statement is added to section "CANCELLATION" of this Plan: "You may cancel this Plan if You return the Product, or if the Product is sold, lost, stolen or destroyed".
5. **In Florida:** The purchase price paid for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. Section "ARBITRATION" is removed.
6. **In Georgia:** Section "ARBITRATION" is removed. The following is added to this Plan: "This Plan does not exclude pre-existing conditions known to You. The following language is removed from Section "CANCELLATION": "or if required to do so by a regulatory authority". The statement "THIS PLAN MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS" is amended to "Coverage under this plan may be denied if You make unauthorized repairs." The last paragraph of the WHAT IS NOT COVERED section is deleted and replaced with the following, "Should the manufacturer of Your Product go out of business or the manufacturer no longer provide product support and all parts sources have been exhausted during the coverage period of this plan, the obligor and the administrator shall be excused from performance hereunder and You shall receive a full refund of the plan purchase price paid by You." Should a discrepancy arise between the English and Spanish versions in the interpretation of a given issue, the English version shall take precedence in all matters.
7. **In Michigan:** The following statement is added to Section "PLAN TERMS": "If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage".
8. **Missouri :** The following statement is added to Section "ENTIRE PLAN": "A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation".

interpretation, construction, performance and enforcement of this Plan". Section "CANCELLATION" is amended as follows: "We can cancel this Plan during the first (60) sixty days of the initial annual term by mailing You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Plan during such time period for non-payment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Plan by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to non-payment of premium, and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan, (c) substantial breaches of contractual duties, conditions or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Plan number, (2) the date of notice, (3) the effective date of cancellation, and (4) a detailed explanation of the reason for cancellation". The following statement is added to Section "ENTIRE PLAN": "Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Plan does not invalidate or reduce a claim. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department".

18. **In Washington:** "ENTIRE PLAN" Section is deleted in its entirety and replaced with the following: "In Washington this is not a contract of insurance. This is the entire Plan between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Selling Retailer is not a party to this Plan. The Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor." The following statement is added to "ARBITRATION" Section: "In Washington any binding arbitration will be held at a location closest to Your permanent residence".
19. **In Wisconsin:** Any mention of the term "Obligor" in this Plan is deleted and replaced with the term "Provider". The following statement is added to Section "OUR RIGHT TO RECOVER PAYMENT": "The Plan holder will be made whole before We may retain any amount We may recover". The following statement is added to Section "ARBITRATION": "No mandatory arbitration is allowed. Both parties must agree to participate. If one party disagrees to participate, the arbitration provision becomes null and void". The following statement is added to Section "ENTIRE PLAN": "**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Plan. Failure to furnish such notice or proof within the time required by this Plan does not invalidate or reduce a claim".
20. **In Wyoming:** The following statement is added to Section "ARBITRATION": "Arbitration can only be final and binding if agreed to by the parties involved, and in a separate written agreement".

These terms & conditions are available by calling (800) 800-1492 to have a copy mailed to You.

Letter of Transmittal

October 19, 2020

Hickman County Schools
115 Murphree Ave.
Centerville, TN 37033

RE: RFP for Chromebooks

Dear Hickman County Schools:

Howard Technology Solutions (a division of Howard Industries, Inc...**Federal ID Number 64-0466143** and SPIN 143022153) is pleased to offer a response to your RFI. Howard Technology Solutions has read and understands the RFI and are able to provide the services requested. Howard Technology Solutions, with its 40+ years of manufacturing experience, is well versed in the manufacturing and production of technology products and services.

Howard Technology Solutions, a division of Howard Industries, Inc., was established in 1998 with our parent company being founded in 1968. Howard Technology Solutions currently employs approximately 4,531 employees. Howard Technology Solutions is driven by helping our customers understand technology products and services that could benefit their organizations.

While Howard clients range from state governments and hospitals to the Kennedy Space Center, HOWARDedu focuses solely on the needs of K-12 schools and higher education facilities, supplying them with affordable, advanced technology—everything from distance learning and interactive 21st Century classroom products to network security and storage solutions.

The office location that will serve as the main point of contact is Howard Technology Solutions at 36 Howard Dr., Ellisville, MS 39437. (Phone) 601.425.3181; (Email) bids@howardcomputers.com. Your point of contact for this RFP is: Krystal Avery: Bids & Contract Manager, (Phone) 601.399.5831 (Fax) 601.399.5077 (Email) kavery@howard.com

36 Howard Drive • Ellisville, MS 39437
P.O. Box 1590 • Laurel, MS 39441

HOWARDTM
TECHNOLOGY SOLUTIONS

888.912.3151 general • 601.399.5077 fax
888.323.3151 technical support

www.Howard.com

A Division of Howard Industries, Inc.

Sales Contacts

Mike Scherer

TN K12 Sales Rep

Office: (601) 399-5055

Fax: (601) 399-5077

Email: mscherer@howard.com

Sincerely,



Jessica Hayes

Bids Specialist

Phone: 601.425.3181

Fax: 601.399.5077

Email: bids@howardcomputers.com

Specifications for Chromebooks:

Chrome OS

HP preferred but other brands would be considered

14 inch screen (non-touch) preferred

4 GB RAM preferred

16 GB Hard Drive Size Preferred

Wireless Compatible

USB and HDMI ports available

Headphone Jack

Prices are to include shipping and handling charges for delivery, asset tagging/configuration. Chromebooks will be named and assigned to the proper school in Google Admin Console as determined by Hickman County Schools.

Any color choice is determined by Hickman County Schools.

Specifications for Management Software:

Perpetual license term

36 month support term for Chromebook

Questions should be directed to Brad Gilbert, Technology Coordinator, at brad.gilbert@hickmank12.org

Quantity to be ordered is undetermined. A price breakout dependent on quantity purchased will be accepted. If not specified, bid prices will be good through June 30, 2020. If that is not the case, it needs to be specified with an end date of the price.

Phone: 1.888.912.3151
 Fax: 1.601.399.5077
 Online: www.howardcomputers.com



Howard Computers
 P.O. Box 1588
 Laurel, MS 39441

Online Quotation

Quote No:	MS5 1061630.00	Quote Date:	October 05, 2020
Customer Name:	Brad Gilbert	Phone Number:	9317293391
Company Name:	Hickman County Schools	Fax Number:	
Quote Name:	Chromebook RFP Response		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	HP Chromebook 11A G8 - Education Edition - A4 9120C / 1.6 GHz - Chrome OS 64 - 4 GB RAM - 32 GB eMMC eMMC 5.0 - 11.6" 1366 x 768 (HD) - Radeon R4 - Wi-Fi, Bluetooth - chalkboard gray - kbd: US	1	\$232.00	\$232.00
2:	Chrome Education Upgrade - License - academic	1	\$25.00	\$25.00
3:	White Glove Services for Chromebooks	1	\$5.00	\$5.00
4:	Asset Tagging for Chromebooks	1	\$4.00	\$4.00
			Sub-Total:	\$266.00
			Parts & Accessories Shipping:	Included
			Taxes:	Tax Exempt
			Total for Item 1:	\$266.00

This quote will expire November 04, 2020.
 To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$266.00
Parts & Accessories Shipping:	Included
Taxes:	Tax Exempt
Total:	\$266.00

Notes:

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United States or any other country of new or higher tariff(s) or of any other similar tax, fee or charge.

If Purchaser fails to pay any invoice in full within the time quoted herein, Howard may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Howard's product warranties and return policies and related information, which are available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, are fully adopted and incorporated herein by reference. These may also be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS SET FORTH OR INCORPORATED HEREIN; HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.



1271 Red Fox Road, Saint Paul, MN 55112

October 14, 2020

Hickman County Finance Office
Attn: Brad Gilbert, Director of Technology
114 North Central Ave. Suite 203
Centerville, TN 37033

Chromebook Units and Chrome OS Management Service Licenses

To Mr. Gilbert and Whom It May Concern,

Introduction

Please accept our enclosed proposal for your *Chromebook Units and Chrome OS Management Service Licenses* invitation to bid. FireFly Computers is a top national provider of innovative classroom computing solutions for education. Since 2011, we've reimagined what a technology vendor can do to help school administrators meet their technology goals. FireFly focuses on providing knowledgeable, end-to-end customer support and innovative service options to save schools time, effort, and money. Unlike vendors who just focus on the initial sale, our products and services support you throughout the entire device lifecycle, from finding the right equipment to deployment, teacher professional development, warranty support, parts and repairs, and even buy-back for used devices.

FireFly's unique, customer-focused approach has earned us several awards, including five years in a row on the Inc. 5000 list of the fastest-growing companies in America, the Deloitte 'Fast 500' list, and Inc. Magazine's 'Best Workplaces' list 2018. We currently do business with over 2,500 school districts and organizations across all 50 US states. FireFly is a Google for Education Premier Partner and one of the top 10 vendors of Google Chrome products worldwide. We are also an HP Platinum Partner and HP Authorized Services Provider.

At FireFly Computers, we pride ourselves on providing the very best customer service in the educational technology industry. You will have direct access to your own dedicated, US-based, FireFly Account Manager who can help with everything from pre-sales questions to warranty support. This means you'll always get reliable service from someone who knows your account and can provide you with the timely assistance you deserve.

Proposal Overview

We are proposing the HP Chromebook 14A G5 with Google Chrome Education Upgrade (Chrome Management License) and White Glove Setup with Asset Tagging. Google is currently running a promotion with special pricing for their G Suite Enterprise for Education software licenses through the end of the month, and we have provided an optional quote for the District to consider. Additional information regarding the details of this promotion has been included below and a datasheet outlining the features of the software has been attached to our proposal. All products are brand new, and free FOB destination shipping is included. Our pricing for the devices, Chrome Management licenses, and pre-deployment setup will be valid until June 30, 2021. The unit pricing will be valid for any quantity purchased.



At FireFly, we specialize in Chromebooks and other student and teacher devices for K-12 education. By focusing on this one vertical, we've been able to partner with school districts to address K-12 specific pain points in ways other vendors can't match. Whether it's stress-free setup options, convenient warranty services, or revolutionary new ways to handle parts and repairs, FireFly is fully invested in delivering one-of-a-kind solutions to help you manage your technology faster, easier, and more pain-free. In the sections below, we highlight some of the many ways FireFly will support you with your upcoming technology purchase.

Specifications

The HP Chromebook 14A G5 has an AMD A4-9120c Dual-Core Processor, 4GB RAM, 32GB storage, AMD Radeon R4 graphics, Bluetooth 4.2, and a Google Auto Update Expiration of June 2026. It's 14" HD display has a resolution of 1366x786 and an integrated HD webcam that shoots video in 720p. The Chromebook includes two USB 3.1 ports, two USB 2.0 ports, one micro card port, and one headphone/microphone combo port. Built for an education environment, the HP Chromebook 14A G5 has metal reinforced corners, a spill-resistant keyboard, and is designed to pass MIL-STD 810G testing. All HP Chromebooks come with a 1-year manufacturer warranty. We have included a datasheet with additional detailed specifications.

FREE Technical Assistance from FireFly Computers Engineers

At FireFly Computers, we have unparalleled experts in deploying 1-to-1 Chromebooks in education. If awarded, our support team will be available to you by phone or email at no additional charge to answer unlimited questions about how to configure your Google Chrome Education Upgrade or tackle any troublesome issues that arise.

Warranty

FireFly Computers is an HP Authorized Services Provider, which allows us to be a one-stop-shop for any warranty or repair services needed throughout the life of your devices. We make submitting warranty claims easy, just contact FireFly Computers by toll-free phone (866-950-8868), email (rma@fireflycomputers.com), or web (<https://fireflycomputers.com/warranties-repairs/get-support/>).

We further simplify and streamline your warranty process through our free FireFly *Smart* RMA™ program. With the delivery of your order, we'll include several FireFly *Smart* RMA™ boxes. Whenever a device needs repair, just record the serial number, insert it into the protective packaging provided, and when you have anywhere from 5-12 devices ready to go, simply contact us for a pre-paid UPS shipping label. Additional *Smart* RMA™ boxes will be replenished as needed throughout the length of the warranty term. This program is solely for your convenience and does not interfere with your rights to send individual devices for repair under the standard warranty terms.

Premium Customizable White Glove Setup with Asset Tagging

Our Google® Certified support team has set up and configured Chrome Management settings for hundreds of thousands of Chromebooks, from large deployments of 10,000+ all the way down to small deployments of just a few dozen devices. We will work with you to go beyond the basic white glove enrollment most vendors offer, and we'll pre-configure your Chromebooks exactly the way you want them. We can pre-assign Chromebooks to specific OUs (organizational units), apply customized desktop backgrounds, and even sort your shipments into separate groups according to OU, grade level, or school



destination. Sometimes this means sorting devices onto separate pallets, but it can also be as simple as us putting a colored sticker on the outside of each box or bulk-shipped device bag that identifies its OU, building, or room designation. No other vendor goes as far as we do to provide the customization and expertise perfect for your unique District's needs. Our typical "White Glove" setup includes:

- Pre-enrolling devices in the District's G Suite (Google Apps) Domain
- Preconfiguring Wi-Fi settings for all devices, if purchased
- Updating Chrome OS to the latest stable public release
- Applying District-specific settings and customizations to each device, if desired
- Assigning subsets of devices to specific Organizational Units (OUs), if desired
- Testing devices to replace defective and DOA units before shipping
- Attach asset tags to District specifications
- Charging the device fully and powering it down after enrollment

Optional G Suite Enterprise for Education Software

In these times of increased distance education, Google's G Suite Enterprise for Education software offers educators enhanced collaboration tools that empower learning and provide advanced, proactive security controls to ease security concerns. In addition to including all the tools of G Suite for Education, the G Suite Enterprise for Education software includes notable upgraded features like:

- Increased video meeting capabilities with more participant capacity
- Google Hangouts and Google Meet video recording capability
- Gmail log and usage data exportation
- Specialized report generation and comparison tools for grading student work
- Security dashboards with tools to optimize data protection and to guard against cybersecurity threats, phishing, spam, and other breaches

Google is offering this powerful software at a promotional price of \$24 through **October 31, 2020**, after which the price will increase to \$48. We want to give the District the option to purchase the G Suite Enterprise for Education at the promotional price of \$24, and we have provided an additional quote reflecting the special pricing. We have also included an informational flyer that illustrates and compares all the features of the G Suite Enterprise for Education.

Optional Off-Warranty Parts and Repairs

Many of our customers have chosen to self-maintain their Chromebooks that are no longer under warranty. In support of this effort, FireFly Computers has launched an easy-to-use website for locating and purchasing Chromebook repair parts at <http://fireflyrepairzone.com>. For repairs that are beyond your expertise, or if you're just too busy, our certified technicians can also perform "break-fix" repairs after the warranty period using the same convenient RMA portal and free two-way shipping on devices bulk-packed in our provided Smart RMA boxes. Have a mixture of warrantied and off-warranty devices? No problem. Just submit them all together and we'll sort out which repairs are outside the warranty, send you a quote for the cost of repairs, and wait for your answer on whether to repair each device or just send some of them back unrepaired at no cost. Buying lots of post-warranty parts and repairs? Instead of purchasing them individually, you can pre-purchase a lump-sum of "FireFly Smart Repair Credits" and get



a 10% credit bonus on your initial purchase. Smart Repair credits never expire and can be used for all off-warranty repairs or individual repair parts.

FireFly has also recently created the first-of-its-kind "FireFly Do-It-Yourself Chromebook Repair Kit." The kit includes the same tools, parts, and supplies our own FireFly technicians use in a unique 5-drawer mobile storage cart. It's enough for two or more simultaneous technicians to perform almost every Chromebook repair. The kit optionally includes access to FireFly's professional online video library of step-by-step Chromebook repair videos and live on-demand consultation with our FireFly Solutions Engineers by phone or email. It's a great way to launch a student repair program and a cost-effective way to extend the life of district technology.

Conclusion

We hope we've helped show you that our proposal provides the very best solution for your upcoming technology purchase. Please let us know if we can send any additional information or answer any questions. Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'Nikki Levin'.

Nikki Levin

Sr. VP of Operations, FireFly Computers LLC

Primary Sales Contact:

Ryan Lapadat

651-400-1042 (direct)

1-866-950-8868 x 120 (toll-free)

612-392-2155 (fax)

rlapadat@fireflycomputers.com

Hickman County Government

Conflict of Interest Disclosure Form

The County Financial Management System of 1981 contains the most stringent conflict of interest provisions. TCA §5-21-121 provides:

- (a) The director, purchasing agent, members of the committee, members of the county legislative body or other officials, employees, or members of the board of education or highway commission shall not be financially interested or have any personal beneficial interest, either directly or indirectly, in the purchase of any supplies, materials, equipment or contractual services for the county.
- (b) No firm, corporation, partnership, association or individual furnishing any such supplies, materials, equipment or contractual services, shall give or offer, nor shall the director or purchasing agent or any assistant or employee accept or receive directly or indirectly from any person, firm, corporation, partnership or association to whom any contract may be awarded, by rebate, gift or other otherwise, any money or other things of value whatsoever, or any promise, obligation or contract for future reward or compensation.

Date: 10-13-2020 Name: Nikki Levin

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify any boards or committees you (and/or your spouse) sit on, the name of your employer and any businesses you or your spouse may own.

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Date: 10-13-2020 Signature: 



FireFly Computers
 1271 Red Fox Road
 Saint Paul, MN 55112
 fireflycomputers.com

Quote #: E000033355

Hickman County Schools Brad Gilbert 931-729-3391 brad.gilbert@hickmank12.org	Customer Number 70338	Quote Date 10/12/2020	Expiration Date 6/30/2021	Terms Net 30
--	-------------------------------------	-------------------------------------	---	----------------------------

Ryan Lapadat
 Direct: 651-400-1042
 Fax: 612-392-2155
 Email: RLapadat@fireflycomputers.com

Contract Details:
 Bid Proposal

Quantity	Item	Unit Price	Extended Price
1	HP Chromebook 14A G5 14" Chromebook - 14" Anti-Glare HD Display (1366 x 768) - AMD A4-9120C Dual-Core - 4 GB DDR4 - 32 GB eMMC - 2x USB 3.2 Type-A - 2x USB 3.2 Type-C - Chrome OS - WiFi + BT - 1 Year Depot Warranty	226.00	226.00
1	Google Chrome Education Upgrade	24.00	24.00
1	FireFly White Glove 300 Units and Above FireFly White Glove 300 Units and Above - Pre-enrolled in Google Apps® domain - Chrome OS® updates installed - Custom themes and settings applied - Hardware functionality check - Google Console OU management	6.00	6.00
1	FireFly Asset Tags with White Glove FireFly Asset Tags with White Glove	0.00	0.00

Sale Amount:	256.00
Freight:	0.00
Sales Tax:	0.00
Total Amount:	256.00

Terms And Conditions:

Prices reflect a 3% discount for cash/check payment. Credit card payment is accepted without discount. This quote is confidential and is to be viewed solely by individuals within the organization to whom it is addressed. Unauthorized distribution or disclosure of the contents of this quote is prohibited. If you are not from the organization addressed, please notify us immediately so we can prepare a quote specific to you. Prices and availability may change without notice prior to the quote expiration date.

Ordering:

Please email purchase orders to orders@fireflycomputers.com or fax orders to 612-392-2155

Questions:

If you have any questions regarding this quote, please feel free to contact your FireFly Account Manager listed above at your convenience. We pride ourselves on providing you a quick response.



FireFly Computers
 1271 Red Fox Road
 Saint Paul, MN 55112
 fireflycomputers.com

Quote #: E000033374

Hickman County Schools	Customer Number	Quote Date	Expiration Date	Terms
Brad Gilbert brad.gilbert@hickmank12.org	70338	10/13/2020	10/30/2020	Net 30

Ryan Lapadat
 Direct: 651-400-1042
 Fax: 612-392-2155
 Email: RLapadat@fireflycomputers.com

Contract Details:
 Bid Proposal

Optional Google Suite Enterprise for Education Software

Quantity	Item	Unit Price	Extended Price
1	G Suite Enterprise for Education License – 1 Year - Full Domain Advanced Mobile Device Management Originality Reports Capabilities Smart Search Video Conferencing - Larger meetings (up to 250 participants)* - Livestream (up to 100k in-domain viewers)* - Record meetings to Drive* - Dial-in access to meetings (US and international)	24.00	24.00

Sale Amount:	24.00
Freight:	0.00
Sales Tax:	0.00
Total Amount:	24.00

Terms And Conditions:

Prices reflect a 3% discount for cash/check payment. Credit card payment is accepted without discount. This quote is confidential and is to be viewed solely by individuals within the organization to whom it is addressed. Unauthorized distribution or disclosure of the contents of this quote is prohibited. If you are not from the organization addressed, please notify us immediately so we can prepare a quote specific to you. Prices and availability may change without notice prior to the quote expiration date.

Ordering:

Please email purchase orders to orders@fireflycomputers.com or fax orders to 612-392-2155

Questions:

If you have any questions regarding this quote, please feel free to contact your FireFly Account Manager listed above at your convenience. We pride ourselves on providing you a quick response.



HP Chromebook 14A G5

Master productivity with the HP Chromebook 14A G5, a 14" diagonal Chromebook™ with the manageable, secure, and intuitive Chrome OS™. The durable design is driven by the latest AMD processors, has future-ready, universal USB-C™ compatibility, and a choice of HD or FHD IPS panel.



Speed through your day

Launch more apps, quickly browse the web, and manage battery power with the latest AMD processors¹, 4 GB memory, and up to 64 GB eMMC storage². Connect in large spaces with 2x2 802.11ac³ and MIMO⁴ wireless. Charge your device and add accessories with USB-C™.

Durable with a modern aesthetic

Deploy a sleek Chromebook™ that's just <19mm thin⁵ and still stands up to daily wear and tear with a durable 180° hinge. It also undergoes MIL-STD 810G⁶ and IP 41⁷ testing.

Built-in interactivity

Collaborate across the room and the world with an optional FHD IPS touchscreen⁸, 180° hinge that lies completely flat, wide-angle HD webcam, dual mic, and access to Google Meetings⁹. See clearly in dark rooms with the optional backlit keyboard.²

- Get a low-maintenance experience with the automatic software updates and virus protection of the Chrome OS™.⁸
- Use the USB-C™ port to access and charge your USB-C™ accessories from your Chromebook™ or charge your Chromebook™ from any USB-C™ adapter.
- Search, stream, and collaborate through the school day and beyond with a long battery life. Recharge with HP Fast Charge Technology, which gives you 90% battery life in just 90 minutes.⁹
- Help prevent degradation, water intrusion, and tampering with a keyboard that resists picks, minor spills, and key removal. Choose an optional backlit keyboard for easy navigation in dark settings.²
- Take control of the classroom, manage class PCs, and collaborate with students with the intuitive toolset of HP Classroom Manager.¹⁰
- Add an extra layer of functional, all-day protection with the optional HP Always-On Case that wraps around your Chromebook™ and zips flat.²
- Get access to thousands of innovative enterprise and educational Android™ apps that are instantly shareable and easily manageable through the Google Play™ Store.¹¹
- Rely on support you can trust with HP's world-class limited warranty.

HP Chromebook 14A G5 Specifications Table



Available Operating System	Chrome OS™
Processor Family	AMD A6-Series APU processor; AMD A4-Series APU processor
Available Processors	AMD A6-9220C APU with Radeon™ R5 Graphics (1.8 GHz base clock, up to 2.7 GHz max boost clock, 1 MB cache, 2 cores) AMD A4-9120C APU with Radeon™ R4 Graphics (1.6 GHz base clock, up to 2.4 GHz max boost clock, 1 MB cache, 2 cores) 1 2 3
Maximum Memory	4 GB DDR4-1866 SDRAM (Onboard memory. Supports Single Channel Memory.)
Internal Storage	16 GB up to 64 GB eMMC 5.0 4
Display ^{6,8,9,10}	14" diagonal FHD IPS BrightView WLED-backlit touch screen, 220 cd/m², 100% sRGB (1920 x 1080) 14" diagonal HD SVA BrightView WLED-backlit touch screen, 220 cd/m², 100% sRGB (1366 x 768) 14" diagonal FHD IPS anti-glare WLED-backlit, 220 cd/m², 100% sRGB (1920 x 1080) 14" diagonal HD anti-glare WLED-backlit, 220 cd/m², 100% sRGB (1366 x 768)
Available Graphics	Integrated: AMD Radeon™ R5 Graphics; AMD Radeon™ R4 Graphics ⁶ (Support HD Decode, DX12, and HDMI 1.4b.)
Wireless Technologies	Qualcomm® Wireless-AC 802.11 a/b/g/n/ac (2x2) Wi-Fi® and Bluetooth® 4.2 Combo, non-vPro™ 5 (MU-MIMO supported)
Expansion Slots	1 multi-format digital media reader (Supports SD, SDHC, SDXC.)
Ports and Connectors	2 USB 3.1 Type-C™ Gen 1 (Power delivery, DisplayPort™); 2 USB 2.0; 1 Stereo headphone/microphone combo jack
Audio	HD audio, dual speakers, integrated microphone
Input Device	Full-size textured island-style keyboard, spill-resistant, pick resistant and optional backlit; ; Touchpad with multi-touch gesture support, taps enabled as default
Camera	720p HD camera 8
Available Software	HP Classroom Manager; Google One 11,12
Security Management	H1 Security IC; Nano Security lock slot 14
Management Features	Management Console 13
Power	HP Smart 45 W USB Type-C™ adapter ¹⁸ HP Long Life 2-cell, 47.36 Wh Li-ion polymer 16,17 Up to 9 hours ¹⁵ Battery is internal and not replaceable by customer. Serviceable by warranty.
Dimensions	13.26 x 8.93 x 0.72 in 33.7 x 22.6 x 1.83 cm
Weight	Starting at 3.48 lb Starting at 1.57 kg (Weight will vary by configuration.)
Environmental	Low halogen; TCO 8.0 Certified 21
Energy Efficiency Compliance	ENERGY STAR® certified; EPEAT® Silver 20
Warranty	HP Services offers 1 year and 90 day limited warranty options depending on country. Batteries have a default 1 year limited warranty except for Long Life batteries which will have same 1 year or 3 year limited warranty as the platform. On-site service and extended coverage is also available. HP Care Pack Services are optional extended service contracts that go beyond the standard limited warranties. Service levels and response times for HP Care Packs may vary depending on your geographic location. To choose the right level of service for your HP product, use the HP Care Pack Services Lookup Tool at: http://www.hp.com/go/cpc ¹⁹

G SUITE ENTERPRISE FOR EDUCATION

Google for Education

Upgrade your digital learning environment

G Suite Enterprise for Education offers advanced, proactive security controls and enhanced, easy-to-use collaboration tools to elevate teaching and learning.



Ease security concerns.

Protect your data and gain greater control over digital security with advanced tools for proactive risk prevention, detection, and remediation, plus easy data exportation for analysis, insights, and reporting.



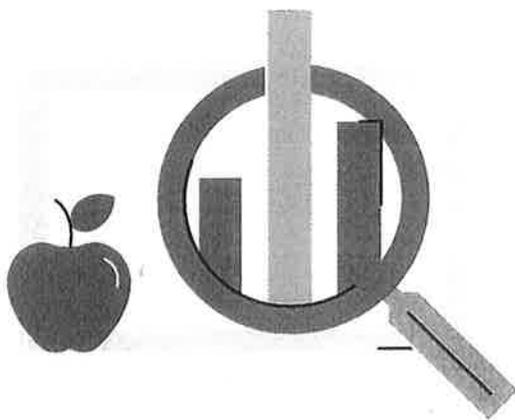
Empower learning.

Broaden your communication capabilities, and enable collaborative teaching and learning from anywhere with video. Strengthen student work with enhanced tools that foster authentic thinking and writing skills.



Stay flexible and scalable.

Manage and scale with robust tools and gain centralized visibility of your digital environment. Solve problems faster and get the help you need when you need it, from dedicated support specialists available 24x7.



Google remains committed to investing in education.

G Suite for Education remains free to schools. And Google will continue to partner with educators to develop free tools for all schools, plus premium tools for those that need them.

Google for Education



Upgrade your digital learning environment.
edu.google.com/gsuiteenterprise

The power and familiarity of G Suite for Education, plus premium enhancements

Data and analytics that are secure by design

Enhance security, visibility, and control.

- Optimize data protection with customized recommendations for setting adjustments on the **security health page**
- Streamline cyberthreat monitoring and analysis proactively in the **security center dashboard**
- Target and block phishing, spam, and other breaches quickly with the **investigation tool**
- Protect personal devices and apps with **advanced mobile management**

Do more with your data and insights.

- **Export Gmail logs** and usage data for analysis in BigQuery or your preferred tools
- Manage your data with flexible levels of granular control, from global views down to specific **data regions**

Tools to take teaching and learning to the next level

Expand learning possibilities with video.

- Teach in **virtual classrooms** with up to 250 participants using the advanced video meeting capabilities
- **Livestream** events to as many as 100,000 in-domain participants who can tune in with a click of a link
- **Record meetings**, then automatically save and archive them to share replays with your school or community

Empower authentic thinking.

- Provide **unlimited originality reports** to save instructors grading time while guiding students to create original work efficiently and incorporate outside sources properly
- Create **peer-to-peer comparisons** (beta) between current student work and anything previously submitted and stored in your private, school-owned repository
- **Protect intellectual property** with your school retaining ownership of scanned student work

“When these features are part of your daily workflow, you're much more likely to use them, which might not be the case with third-party tools.”

– John Krouskoff, Executive Director,
IT, Newburgh Enlarged City School District



Contact a specialist today.

G Suite for Education remains a free set of tools for your school. To learn more about upgrading to G Suite Enterprise for Education with a flexible licensing structure that works for your specific needs, talk to an education specialist at edu.google.com/enterprisespecialist



Build on the power of G Suite for Education

By upgrading to G Suite Enterprise for Education, you can create a more secure environment, and empower students and educators with enhanced communication and collaboration tools that improve the learning experience.

G Suite for Education free

Tools to empower educators and students as they learn and innovate together.



Institutionwide email



Shared calendars



Collaboration and learning

- Docs, Sheets, Slides, and Forms
- Classroom
- Assignments
- Sites
- Groups



Video and voice conferencing

- Dial-in access to meetings (US only)
- Closed Captioning, viewer initiated



Unlimited cloud storage



eDiscovery for emails, chats, and files

- Retention and archiving for Gmail and Google Chat
- Audit reports to track user activity



Security and admin

- Device management (Android, iOS)
- Data loss prevention for Gmail and Drive
- Hosted S/MIME for Gmail
- Enterprise-grade access control with security keys

G Suite Enterprise for Education upgrade

Security, data features, and enhanced learning tools for digital environments



Security and admin

- + Advanced mobile device management
- + Ability to integrate Gmail with compliant third-party archiving tools
- + Security center
- + Security investigation tool
- + Anomaly detection (beta)
- + Advanced Protection Program (beta)
- + Security Sandbox

Data and insights

- + Gmail logs export
- + Data regions



Originality reports capabilities

- + Unlimited originality reports
- + Student-to-student comparison (beta)



Video and voice conferencing

- + Larger meetings (up to 250 participants)*
- + Livestream (up to 100k in-domain viewers)*
- + Record meetings to Drive*
- + Dial-in access to meetings (US and international)



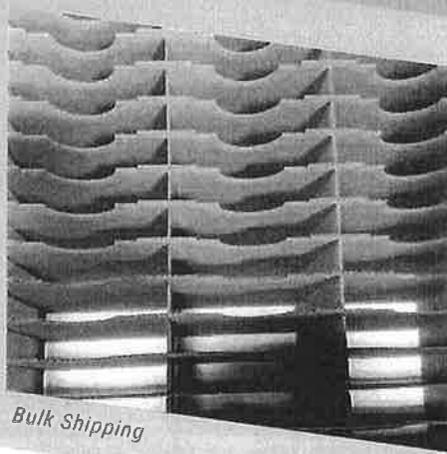
Smart search

*Free licenses are not eligible for meeting recordings or live streaming

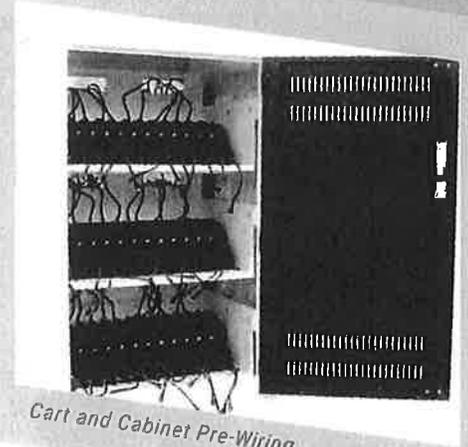




Premium White Glove Setup



Bulk Shipping



Cart and Cabinet Pre-Wiring

DEPLOYMENT SOLUTIONS

WE DO THE WORK. YOU GET THE CREDIT.



1-TO-1 MADE EASY

Chromebook solutions for a pain-free deployment:

Premium White Glove Setup

- Enroll in Google Apps domain
- Pre-configure WiFi settings
- Update Chrome OS to the latest stable release
- Basic testing to replace defective and DOA units
- Apply district-specific settings and customizations
- Assign subsets of devices to specific OUs, if desired

Etching and Asset Tagging

- Customizable to your district

Bulk Packaging and Shipping

- Eco-friendly packaging saves time, money, and the pain (literally) of opening hundreds of boxes
- Paired with White Glove, it's the fastest way to distribute new devices



CARTS, CASES, AND MORE

More solutions and accessories:

Charging Carts and Cabinets

- Top manufacturers and models for education
- Professionally pre-wired with your adapters
- Devices ship inside carts for easy deployment (by request)

Cases and Shells

- Compare styles and brands with the FireFly Case Demo Box
- Devices pre-installed in cases or shells (by request)

FireFly 48-Hour Chromebook Classroom

- 30-40 HP Chromebooks + Google Licenses shipped in a pre-wired LocknCharge cart and at your school in 2 days

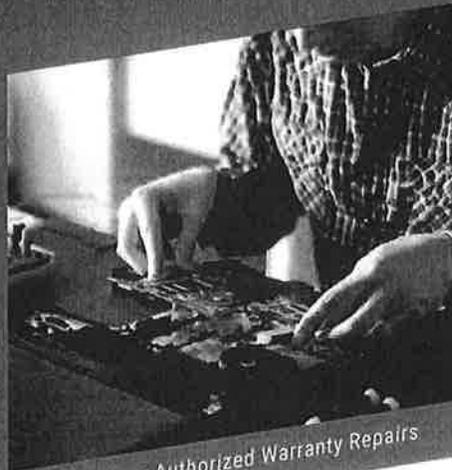
CALL US TOLL FREE | 1-866-950-8868



WARRANTIES, REPAIRS AND MORE



Chromebook Parts + DIY Repair Kit



Manufacturer Authorized Warranty Repairs



Bulk RMA Submissions + Free 2-Way Shipping

AFFORDABLE AND FLEXIBLE CHROMEBOOK MAINTENANCE



SAVE TIME

Solutions for the time-conscious:

Bulk Online RMA Submissions

- File up to 50 serial numbers on a single ticket
- Spreadsheets accepted

Extended Warranties & Accidental Damage

- Authorized Services Provider for most manufacturers
- Fast turn-around times
- We support self-maintainers - get parts for repairs you want to handle yourself and send the rest to us

FireFly Smart RMA Box

- Free shipping both ways for bulk device repairs
- Convenient packaging provided



SAVE MONEY

Solutions for the budget-conscious:

FireFly Smart Repair™

- All the convenience of a warranty, but only pay for the repairs you need
- Cause of breakage doesn't matter. Serial numbers don't matter. **Usable on any device**, even if you didn't purchase it from us
- Unused credits roll-over from year to year. Add more credits at any time.
- Credits good for professional repairs and Chromebook parts

FireFlyRepairZone.com

- Online portal for finding and buying Chromebook parts

DIY Repair Kit

- Professional tools for two or more technicians to complete nearly every Chromebook repair
- Get started with our free FireFly Student Repair Guide

VISIT US ONLINE | fireflycomputers.com



ABOUT FIREFLY

We're a different kind of IT partner



At FireFly, we focus on helping you be less busy, so you can focus on the things that matter most. It's a philosophy we call "Technology Made Easy" and it's what's built us into the company we are today - one of the fastest-growing vendors of education and government technology in the US and one of the top 10 vendors of Google Chrome products worldwide. Whether it's reducing costs, saving time, or **simpli-flying** a process (yep, we went there), we're raising the bar on what a true technology partner can do to make deploying, managing, and maintaining your school technology a breeze.

From Chromebooks and Windows PCs, to pre-wired carts and cabinets, to simple setup, warranty, and repair options, your personal, US-based FireFly Account Manager will make sure you always get the fast, convenient service you deserve. Our unique solutions are perfect for everyone from the time-constrained to the budget-minded. At FireFly we're not just another technology vendor, we're Technology Made Easy... and we look forward to welcoming you to our FireFly Family!



FOCUSED

FireFly is all about schools and government, which means our most important customer is *you*.

We specialize exclusively in selling, configuring and supporting public sector technology.



INNOVATIVE

We listen hard to the struggles IT departments face and we flip those pain points into unique solutions designed to make your job easier. We're not just a vendor, we're a partner.



PERSONAL

We build relationships, not prospects. Our fast, dedicated Account Managers will give you the personalized service you deserve and make sure your experience is always fantastic.

ONLINE
FIREFLYCOMPUTERS.COM

TOLL-FREE
866-950-8868

PARTS STORE
FIREFLYREPAIRZONE.COM

Invitation To Bid

The Hickman County Finance Office is accepting sealed bids for "**Printing**" for School Year 2020-2021".

Specifications can be found on-line at: www.hickmank12.org/request-for-proposal.

All bidders will be required to submit a conflict of interest disclosure form that can be obtained at: www.hickmank12.org/request-for-proposal.

Sealed Bids must be mailed or hand delivered to the Hickman County Finance Office, 114 North Central Avenue, Suite 203, Centerville, TN 37033 and clearly marked on the outside of the envelope "**Printing**". Bids will be opened on Tuesday, October 13, 2020 at 10:00 a.m. in the Finance Office.

The Hickman County Board of Education reserves the right to accept or reject any and all bids or parts of bids and waive any informalities that would prevent the acceptance of a better bid.

Bid Rec'd
Allegra
See Attached

Present Penny Mayberry
Carrie Daw

Hickman County Government

Conflict of Interest Disclosure Form

The County Financial Management System of 1981 contains the most stringent conflict of interest provisions. TCA §5-21-121 provides:

- (a) The director, purchasing agent, members of the committee, members of the county legislative body or other officials, employees, or members of the board of education or highway commission shall not be financially interested or have any personal beneficial interest, either directly or indirectly, in the purchase of any supplies, materials, equipment or contractual services for the county.
- (b) No firm, corporation, partnership, association or individual furnishing any such supplies, materials, equipment or contractual services, shall give or offer, nor shall the director or purchasing agent or any assistant or employee accept or receive directly or indirectly from any person, firm, corporation, partnership or association to whom any contract may be awarded, by rebate, gift or other otherwise, any money or other things of value whatsoever, or any promise, obligation or contract for future reward or compensation.

Date: _____ Name: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify any boards or committees you (and/or your spouse) sit on, the name of your employer and any businesses you or your spouse may own.

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Date: 10-7-20 Signature: Mike Atkins

To: Hickman County Finance Office
Re: Printing Bid

Enclosed are separate Proposals for the multiple items for your printing needs.

We have quoted these separately to help keep prices more understandable.

The quote for the cumulative file cards with tabs is not included since this is a custom item and there are multiple combinations to determine this price. To give you an accurate quote this would need to be an, as needed, quote with all components listed to quote.

If there is any item that is not clear and questions arise. We will be very glad to answer all of them for you.

Thank you for the opportunity to quote your printing needs.

We hope to help you with all of your future projects.

Allegra – Dickson

523 Highway 46 South

Dickson, TN 37055

615-441-3173

615-441-3028 (F)

allegradickson@bellsouth.net

allegradickson.com



ALLEGRA
 523 Highway 46 South
 Dickson, TN 37055
 (615) 441-3173 • fax (615) 441-3208
 allegradickson@bellsouth.net
 Please visit our website for more info. or FTP upload
ALLEGRADICKSON.COM

2020

Proposal

No: 20409

Date: 10/01/20

SHIP TO:

**HICKMAN COUNTY BOARD OF EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

**ELAINE DEAN
 HICKMAN COUNTY BOARD OF
 EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

<i>Acct.No</i>	<i>Ordered by</i>	<i>Phone</i>	<i>P.O. No</i>	<i>Prepared by</i>	<i>Sales Rep</i>	<i>Ship By</i>
796	ELAINE DEAN	931-729-6106		Marsha		Pickup

<i>Quantity</i>	<i>Description</i>	<i>Unit Price</i>	<i>Price</i>
50	BLACK & WHITE D/S - COPIES LETTER SIZE 20# TEXT	0.1500/Ea	7.50
250	BLACK & WHITE D/S - COPIES LETTER SIZE 20# TEXT	0.1100/Ea	27.50
500	BLACK & WHITE D/S - COPIES LETTER SIZE 20# TEXT	0.0700/Ea	35.00
1,000	BLACK & WHITE D/S - COPIES LETTER SIZE 20# TEXT	0.0680/Ea	68.00
2,500	BLACK & WHITE D/S - COPIES LETTER SIZE 20 # TEXT	0.0640/Ea	160.00
5,000	BLACK & WHITE D/S - COPIES LETTER SIZE 20# TEXT	0.0550/Ea	275.00
10,000	BLACK & WHITE D/S - COPIES LETTER SIZE 20# TEXT	0.0500/Ea	500.00



ALLEGRA
 523 Highway 46 South
 Dickson, TN 37055
 (615) 441-3173 • fax (615) 441-3208
 allegradickson@bellsouth.net
 Please visit our website for more info. or FTP upload
ALLEGRADICKSON.COM

2020

Proposal

No: 20410

Date: 10/01/20

SHIP TO:

**HICKMAN COUNTY BOARD OF EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

**ELAINE DEAN
 HICKMAN COUNTY BOARD OF
 EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

<i>Acct.No</i>	<i>Ordered by</i>	<i>Phone</i>	<i>P.O. No</i>	<i>Prepared by</i>	<i>Sales Rep</i>	<i>Ship By</i>
796	ELAINE DEAN	931-729-6106		Marsha		Pickup
<i>Quantity</i>	<i>Description</i>				<i>Unit Price</i>	<i>Price</i>
50	BLACK & WHITE D/S - COPIES LETTER SIZE 20# TEXT				0.1500/Ea	7.50
250	BLACK & WHITE D/S - COPIES LEGAL SIZE 20# TEXT				0.1100/Ea	27.50
500	BLACK & WHITE D/S - COPIES LEGAL SIZE 20# TEXT				0.0700/Ea	35.00
1,000	BLACK & WHITE D/S - COPIES LEGAL SIZE 20# TEXT				0.0629/Ea	62.90
2,500	BLACK & WHITE D/S - COPIES LEGAL SIZE 20 # TEXT				0.0610/Ea	152.50
5,000	BLACK & WHITE D/S - COPIES LEGAL SIZE 20# TEXT				0.0550/Ea	275.00
10,000	BLACK & WHITE D/S - COPIES LEGAL SIZE 20# TEXT				0.0493/Ea	493.20



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2020

Proposal

No: 20411

Date: 10/01/20

SHIP TO:

HICKMAN COUNTY BOARD OF EDUCATION
115 MURPHREE AVENUE
CENTERVILLE TN 37033

ELAINE DEAN
HICKMAN COUNTY BOARD OF
EDUCATION
115 MURPHREE AVENUE
CENTERVILLE TN 37033

<i>Acct.No</i>	<i>Ordered by</i>	<i>Phone</i>	<i>P.O. No</i>	<i>Prepared by</i>	<i>Sales Rep</i>	<i>Ship By</i>
796	ELAINE DEAN	931-729-6106		Marsha		Pickup
<i>Quantity</i>	<i>Description</i>				<i>Unit Price</i>	<i>Price</i>
880	REPORT CARDS (80# COVER STOCK) 1- 2 SCORES				0.3279/Ea	288.62
1,000	REPORT CARDS (80# COVER STOCK) 1- 2 SCORES				0.3204/Ea	320.47



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Proposal

No: 20412

Date: 10/01/20

SHIP TO:

HICKMAN COUNTY BOARD OF EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033

ELAINE DEAN
HICKMAN COUNTY BOARD OF
EDUCATION
115 MURPHREE AVENUE
CENTERVILLE TN 37033

<i>Acct.No</i>	<i>Ordered by</i>	<i>Phone</i>	<i>P.O. No</i>	<i>Prepared by</i>	<i>Sales Rep</i>	<i>Ship By</i>
796	ELAINE DEAN	931-729-6106		Marsha		Pickup
<i>Quantity</i>	<i>Description</i>				<i>Unit Price</i>	<i>Price</i>
1,000	REPORT CARD COVERS				0.5656/Ea	565.60



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2020

Proposal

No: 20413

Date: 10/01/20

SHIP TO:

**HICKMAN COUNTY BOARD OF EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

**ELAINE DEAN
 HICKMAN COUNTY BOARD OF
 EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales Rep	Ship By
796	ELAINE DEAN	931-729-6106		Marsha		Pickup
Quantity	Description				Unit Price	Price
50	D/S INDEX WEIGHT CARD STOCK 110# LETTER SIZE				0.1854/Ea	9.27
250	D/S INDEX WEIGHT CARD STOCK 110# LETTER SIZE				0.1486/Ea	37.15
500	D/S INDEX WEIGHT CARD STOCK 110# LETTER SIZE				0.1085/Ea	54.26
1,000	D/S INDEX WEIGHT CARD STOCK 110# LETTER SIZE				0.0982/Ea	98.20
2,500	D/S INDEX WEIGHT CARD STOCK 110# LETTER SIZE				0.0941/Ea	235.25
5,000	D/S INDEX WEIGHT CARD STOCK 110# LETTER SIZE				0.0850/Ea	425.00
10,000	D/S INDEX WEIGHT CARD STOCK 110# LETTER SIZE				0.0810/Ea	810.05



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Proposal

No: 20414

Date: 10/01/20

SHIP TO:

**HICKMAN COUNTY BOARD OF EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

**ELAINE DEAN
 HICKMAN COUNTY BOARD OF
 EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

<i>Acct.No</i>	<i>Ordered by</i>	<i>Phone</i>	<i>P.O. No</i>	<i>Prepared by</i>	<i>Sales Rep</i>	<i>Ship By</i>
796	ELAINE DEAN	931-729-6106		Marsha		Pickup
<i>Quantity</i>	<i>Description</i>				<i>Unit Price</i>	<i>Price</i>
50	12 PG - (8.5 X 11 B/W D/S PAGE BOOKLET PRINTED ON 11 X 17 FOLDED AND 2 STAPLES IN SPINE				0.9854/Ea	49.27
250	12 PG - (8.5 X 11 B/W D/S PAGE BOOKLET PRINTED ON 11 X 17 FOLDED AND 2 STAPLES IN SPINE				0.5508/Ea	137.71
500	12 PG - (8.5 X 11 B/W D/S PAGE BOOKLET PRINTED ON 11 X 17 FOLDED AND 2 STAPLES IN SPINE				0.4149/Ea	207.45
1,000	12 PG - (8.5 X 11 B/W D/S PAGE BOOKLET PRINTED ON 11 X 17 FOLDED AND 2 STAPLES IN SPINE				0.3265/Ea	326.57
2,500	12 PG - (8.5 X 11 B/W D/S PAGE BOOKLET PRINTED ON 11 X 17 FOLDED AND 2 STAPLES IN SPINE				0.3052/Ea	763.18
5,000	12 PG - (8.5 X 11 B/W D/S PAGE BOOKLET PRINTED ON 11 X 17 FOLDED AND 2 STAPLES IN SPINE				0.2848/Ea	1,424.24
10,000	12 PG - (8.5 X 11 B/W D/S PAGE BOOKLET PRINTED ON 11 X 17 FOLDED AND 2 STAPLES IN SPINE				0.2836/Ea	2,836.18



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<i>Proposal</i>	
<i>No: 20415</i>	<i>Date: 10/01/20</i>

SHIP TO:

ELAINE DEAN
HICKMAN COUNTY BOARD OF
EDUCATION
115 MURPHREE AVENUE
CENTERVILLE TN 37033

HICKMAN COUNTY BOARD OF EDUCATION
115 MURPHREE AVENUE
CENTERVILLE TN 37033

<i>Acct.No</i>	<i>Ordered by</i>	<i>Phone</i>	<i>P.O. No</i>	<i>Prepared by</i>	<i>Sales Rep</i>	<i>Ship By</i>
796	ELAINE DEAN	931-729-6106		Marsha		Pickup

<i>Quantity</i>	<i>Description</i>	<i>Unit Price</i>	<i>Price</i>
50	BLACK & WHITE D/S - COPIES LETTER SIZE 20# TEXT 3 HOLE PUNCHED	0.2212/Ea	11.06
250	BLACK & WHITE D/S - COPIES LETTER SIZE 20# TEXT 3 HOLE PUNCHED	0.1266/Ea	31.65
500	BLACK & WHITE D/S - COPIES LETTER SIZE 20# TEXT 3 HOLE PUNCHED	0.0795/Ea	39.75
1,000	BLACK & WHITE D/S - COPIES LETTER SIZE 20# TEXT 3 HOLE PUNCHED	0.0765/Ea	76.53
2,500	BLACK & WHITE D/S - COPIES LETTER SIZE 20 # TEXT 3 HOLE PUNCHED	0.0726/Ea	181.50
5,000	BLACK & WHITE D/S - COPIES LETTER SIZE 20# TEXT 3 HOLE PUNCHED	0.0591/Ea	295.69
10,000	BLACK & WHITE D/S - COPIES LETTER SIZE 20# TEXT 3 HOLE PUNCHED	0.0532/Ea	532.10



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Proposal

No: 20416

Date: 10/01/20

SHIP TO:

**HICKMAN COUNTY BOARD OF EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

**ELAINE DEAN
 HICKMAN COUNTY BOARD OF
 EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

<i>Acct.No</i>	<i>Ordered by</i>	<i>Phone</i>	<i>P.O. No</i>	<i>Prepared by</i>	<i>Sales Rep</i>	<i>Ship By</i>
796	ELAINE DEAN	931-729-6106		Marsha		Pickup

Description

5 PART NCR FORMS

<i>Quantity</i>	<i>Unit Price</i>	<i>Price</i>
50	0.7668/Ea	38.34
100	0.6282/Ea	62.82
250	0.5261/Ea	131.53
500	0.5134/Ea	256.72
1,000	0.4575/Ea	457.59
2,500	0.4270/Ea	1,067.65
5,000	0.4208/Ea	2,104.30
10,000	0.4163/Ea	4,163.17

3 PART NCR FORMS

See pricing on the next page.

continued...



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Proposal

No: 20416

Date: 10/01/20

SHIP TO:

Page 2

**ELAINE DEAN
 HICKMAN COUNTY BOARD OF
 EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

**HICKMAN COUNTY BOARD OF EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

<i>Acct.No</i>	<i>Ordered by</i>	<i>Phone</i>	<i>P.O. No</i>	<i>Prepared by</i>	<i>Sales Rep</i>	<i>Ship By</i>
796	ELAINE DEAN	931-729-6106		Marsha		Pickup

Description

3 PART NCR FORMS

<i>Quantity</i>	<i>Unit Price</i>	<i>Price</i>
50	0.4998/Ea	24.99
100	0.4326/Ea	43.26
250	0.3424/Ea	85.62
500	0.3172/Ea	158.62
1,000	0.2954/Ea	295.48
2,500	0.2680/Ea	670.01
5,000	0.2591/Ea	1,295.93
10,000	0.2552/Ea	2,552.12

2 PART NCR FORMS

See pricing on the next page.

continued...



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Proposal

No: 20416

Date: 10/01/20

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Page 3

**ELAINE DEAN
 HICKMAN COUNTY BOARD OF
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 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

**HICKMAN COUNTY BOARD OF EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

<i>Acct.No</i>	<i>Ordered by</i>	<i>Phone</i>	<i>P.O. No</i>	<i>Prepared by</i>	<i>Sales Rep</i>	<i>Ship By</i>
796	ELAINE DEAN	931-729-6106		Marsha		Pickup

Description

2 PART NCR FORMS

<i>Quantity</i>	<i>Unit Price</i>	<i>Price</i>
50	0.3502/Ea	17.51
100	0.3055/Ea	30.55
250	0.2412/Ea	60.31
500	0.2027/Ea	101.37
1,000	0.1973/Ea	197.31
2,500	0.1734/Ea	433.56
5,000	0.1619/Ea	809.73
10,000	0.1601/Ea	1,601.14



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Proposal

No: 20417

Date: 10/01/20

SHIP TO:

**HICKMAN COUNTY BOARD OF EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

**ELAINE DEAN
 HICKMAN COUNTY BOARD OF
 EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales Rep	Ship By
796	ELAINE DEAN	931-729-6106		Marsha		Pickup
Quantity	Description				Unit Price	Price
50	BLACK & WHITE S/S - COPIES LETTER SIZE 20# TEXT PADDED 50 SHEETS PER PAD				0.1828/Ea	9.14
250	BLACK & WHITE S/S - COPIES LETTER SIZE 20# TEXT PADDED 50 SHEETS PER PAD				0.0993/Ea	24.84
500	BLACK & WHITE S/S - COPIES LETTER SIZE 20# TEXT PADDED 50 SHEETS PER PAD				0.0710/Ea	35.52
1,000	BLACK & WHITE S/S - COPIES LETTER SIZE 20# TEXT PADDED 50 SHEETS PER PAD				0.0525/Ea	52.59
2,500	BLACK & WHITE S/S - COPIES LETTER SIZE 20# TEXT PADDED 50 SHEETS PER PAD				0.0442/Ea	110.61
5,000	BLACK & WHITE S/S - COPIES LETTER SIZE 20# TEXT PADDED 50 SHEETS PER PAD				0.0336/Ea	168.00
10,000	BLACK & WHITE S/S - COPIES LETTER SIZE 20# TEXT PADDED 50 SHEETS PER PAD				0.0316/Ea	316.30

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Proposal**No: 20418****Date: 10/01/20****SHIP TO:**

**ELAINE DEAN
 HICKMAN COUNTY BOARD OF
 EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

**HICKMAN COUNTY BOARD OF EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales Rep	Ship By
796	ELAINE DEAN	931-729-6106		Marsha		Pickup
Quantity	Description				Unit Price	Price
50	BLACK & WHITE S/S - COPIES LEGAL SIZE 20# TEXT PADDED 50 SHEETS PER PAD				0.2036/Ea	10.18
250	BLACK & WHITE S/S - COPIES LEGAL SIZE 20# TEXT PADDED 50 SHEETS PER PAD				0.1024/Ea	25.62
500	BLACK & WHITE S/S - COPIES LEGAL SIZE 20# TEXT PADDED 50 SHEETS PER PAD				0.0742/Ea	37.10
1,000	BLACK & WHITE S/S - COPIES LEGAL SIZE 20# TEXT PADDED 50 SHEETS PER PAD				0.0539/Ea	53.90
2,500	BLACK & WHITE S/S - COPIES LEGAL SIZE 20# TEXT PADDED 50 SHEETS PER PAD				0.0459/Ea	114.91
5,000	BLACK & WHITE S/S - COPIES LEGAL SIZE 20# TEXT PADDED 50 SHEETS PER PAD				0.0346/Ea	173.41
10,000	BLACK & WHITE S/S - COPIES LEGAL SIZE 20# TEXT PADDED 50 SHEETS PER PAD				0.0320/Ea	320.89



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Proposal

No: 20419

Date: 10/01/20

SHIP TO:

**HICKMAN COUNTY BOARD OF EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

**ELAINE DEAN
 HICKMAN COUNTY BOARD OF
 EDUCATION
 115 MURPHREE AVENUE
 CENTERVILLE TN 37033**

<i>Acct.No</i>	<i>Ordered by</i>	<i>Phone</i>	<i>P.O. No</i>	<i>Prepared by</i>	<i>Sales Rep</i>	<i>Ship By</i>
796	ELAINE DEAN	931-729-6106		Marsha		Pickup

Description

#10 REGULAR ENVELOPES W/ BLACK IMPRINT

<i>Quantity</i>	<i>Unit Price</i>	<i>Price</i>
500	0.0887/Ea	44.38
1,000	0.0696/Ea	69.68
2,500	0.0564/Ea	141.23

#10 REGULAR ENVELOPES W/ 1 COLOR IMPRINT

<i>Quantity</i>	<i>Unit Price</i>	<i>Price</i>
500	0.1445/Ea	72.26
1,000	0.0968/Ea	96.84
2,500	0.0670/Ea	167.55

#10 REGULAR ENVELOPES W/ FULL IMPRINT

<i>Quantity</i>	<i>Unit Price</i>	<i>Price</i>
500	0.3141/Ea	157.09
1,000	0.2741/Ea	274.10
2,500	0.2137/Ea	534.34

Invitation To Bid

The Hickman County Finance Office is accepting sealed bids for "**School Network Connection Upgrade**".

Specifications can be found on-line at: www.hickmank12.org/request-for-proposal.

Sealed Bids must be mailed or hand delivered to the Hickman County Finance Office, 114 North Central Avenue, Suite 203, Centerville, TN 37033 and clearly marked on the outside of the envelope "**School Network Connection Upgrade**". Bids will be opened on Monday, October 5, 2020 at 10:00 a.m. in the Finance Office.

The Hickman County Board of Education reserves the right to accept or reject any and all bids or parts of bids and waive any informalities that would prevent the acceptance of a better bid.

Present Penny Mayberry
Candi Davis

BGC Systems \$10,991.60



Estimate

Date	Estimate #
9/25/2020	Network

174 Saundersville Road
Suite 501
Hendersonville, TN 37075

(615) 761-9040

Name / Address
Hickman County Board of Education Mr. Brad Gilbert 115 Murphree Avenue Centerville, TN 37033

Project

Description	Qty	Rate	Total
HP Aruba 2930F-JL255A-24 Port PoE Network Switch	1	1,290.00	1,290.00T
HP Aruba Branded GBIC-10Gb	1	405.60	405.60T
HP Add-On Branded GBIC-10Gb	1	219.00	219.00T
Cisco SMB SX550X-12F Switch	1	1,559.00	1,559.00T
Cisco SMB SX550X-24F Switch	1	2,599.00	2,599.00T
Cisco Branded GBIC-10Gb	1	569.00	569.00T
Cisco SX550 Add-ON Branded GBIC-10Gb	1	225.00	225.00T
Aruba 3810 Series JL075A 16SFP+	1	4,125.00	4,125.00T
-School System to provide Fiber cable runs and connections (if needed)			
-Fiber Patch cables less than 15' are included in the switch pricing			
-Aruba GBIC fits both 2930 & 3810 Switch			
-Quantities of all items may have limited quantities due to the recent COVID Pandemic			
		Subtotal	\$10,991.60
		Sales Tax (0.0%)	\$0.00
		Total	\$10,991.60



**Services Included in
Unit Pricing/Notes to Bid**

ATTENTION:

**Brad Gilbert
Hickman Co. Board of Education
114 North Central Ave.
Centerville, TN 37033**

**FROM:
Bluegrass Computer Systems, LLC
174 Saundersville Road, Suite 501
Hendersonville, TN 37075**

SUBJECT: School Network Connection Upgrade

Non-Technical Acknowledgements/ Notes

- 1) All Equipment is Brand New, Non- Refurbished
- 2) BGCSystems acknowledges that net 30 terms is to be extended for all purchases.
- 3) BGCSystems acknowledges that the school district is exempt of all sales taxes.
- 4) BGCSystems promises to provide delivery of all goods within 15 days of Purchase Order date. This statement is provided that all products are in manufacture "stock". Certain items may require longer periods of time for delivery. Estimates are available before purchase if requested.

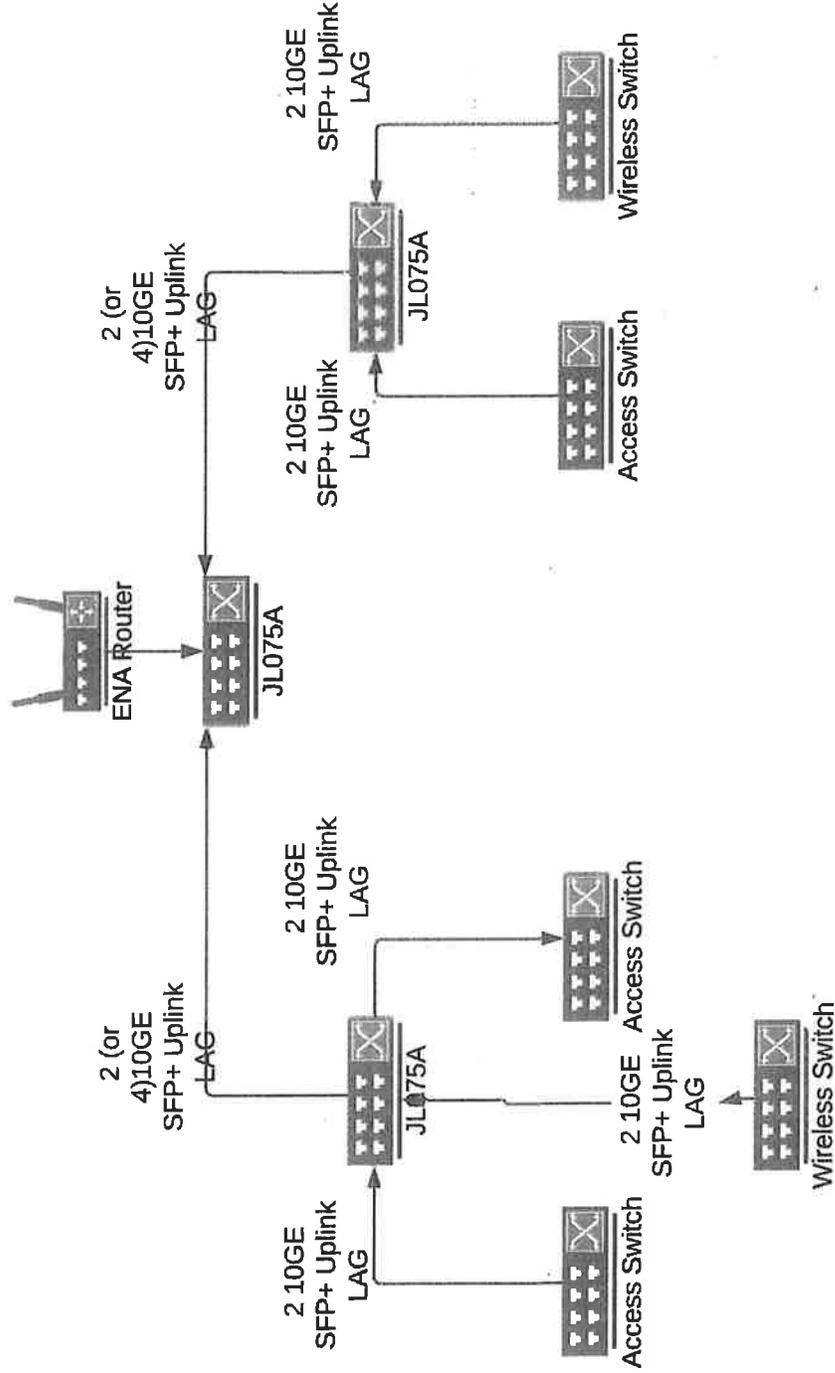
- 5) All Orders will be delivered to the school location of choice FOB.
- 6) All pricing is guaranteed for 365 days from date of bid opening.
- 7) BGCSystems has been in operation since 2010 and operates in multiple states and was awarded Ingram Micro's SMB Award as being the 12th fastest growing IT company in the nation for periods of 2012-2015. Proof of Financial and Business Capability is available per request.
- 8) BGCSystems will NOT subcontract in any way.
- 9) BGCSystems allows full Cooperative Purchasing with all government and education entities within the state of TN.
- 10) BGCSystems carries \$4,000,000 of General Liability Insurance, \$500,000 of Professional Liability Insurance and will name the school district as an additional insured if requested. BGCSystems carries full worker's compensation insurance on all employees and can provide proof if request.
- 11) BGCSystems is providing a toll free number, (877) 909-0515
- 12) BGCSystems maintains their corporate sales and service office in Hendersonville, TN.
- 13) BGCSystems has provided very competitive pricing that is based on reasonable quantity order as recorded by sales history to other districts that compare to the student population of the school district. However, additional discounts may be offered for additional quantities.
- 14) Included in this bid packet is a copy of our Sumner Co. Business License, which allows us to complete up to \$50,000 of business with any school in the state of TN. If BGCSystems is awarded any contract above \$50,000, an additional local business license will be obtained from the local government.

- 15) Length of Years in Business: 6 total years with direct focus of K-12 Education in the Missouri and Tennessee markets.
- 16) Warranty/Service Experience: School District. may request warranty service through our help desk at (877) 909-0515, by emailing max@bgcsystems.com or by submitting a warranty ticket at the BGCSystems Online Client Portal. BGCSystems will work directly with the manufacture to provide warranty assistance. School District will NOT have to call manufacture directly for any type of support, however, a toll free support line to each manufacture will be made available to the district if the district wishes.
- 17) Vendor Help Desk: BGCSystems Help Desk is available from 8am to 5pm Monday- Friday at (877) 909-0515. Additional time may be requested at no additional charge for after hour or weekend support. The BGCSystems Online Client Portal will be available to the district 24 hours a day, 7 days a week. The Client Portal will allow for warranty tickets to be created, help desk (general questions) tickets to be created and provide a custom knowledgebase of articles pertaining to products owned by the school district.
- 18) BGCSystems has provided detailed explanation of compliance of bid specification on this document, however in addition, BGCSystems provides a blanket compliance of all bid specifications as outlined in the bid packet.
- 19) BGCSystems agrees to purchase and secure and bid, performance, and/or payment bonds as requested by school district.
- 20) BGCSystems understands the schedule and requirements of working in a K-12 School District.
- 21) Matthew Barnes and Philip Draude will act as the single point of contract for this bid. Both contacts will be able to provide all relevant details about the bid, equipment and installation schedule.

Aruba Configuration Shown-Capacity Model

All 10GE SFP+ Uplink should be put in a LAG group for 20GE of throughput

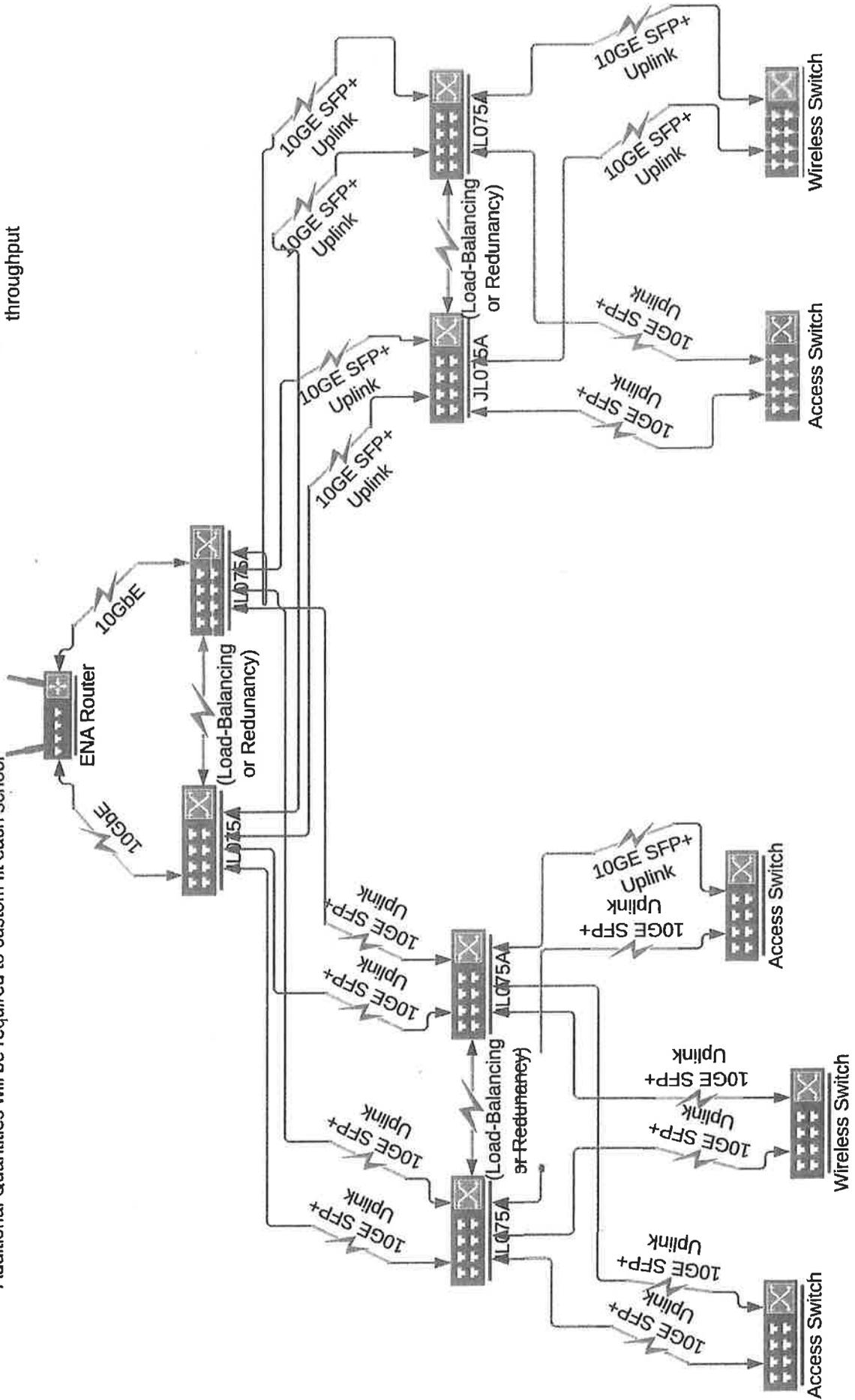
Cisco Model requires the use of Cisco SX550X-12F to replace Aruba JL075A. Additional Quantities will be required to custom fit each school



Aruba Configuration Shown-Redundant Model

All 10GE SFP+ Uplink should be put in a LAG group for 20GE of throughput

Cisco Model requires the use of Cisco SX550X-12F to replace Aruba JL075A. Additional Quantities will be required to custom fit each school



Invitation To Bid

The Hickman County Finance Office is accepting bids for the replacement of HVAC Gym Equipment. This is an equipment only bid.

Details and specifications can be obtained by contacting the Maintenance Office at 931-729-3391 ext. 3 or online at www.hickman12.org/request-for-proposal.

All bidders will be required to submit a conflict of interest disclosure form that can also be obtained at www.hickman12.org/request-for-proposal.

Sealed bids must be mailed or hand delivered to the Hickman County Finance Office, 114 North Central Ave, Suite 203, Centerville TN 37033 and clearly marked on the outside of the envelope "HVAC GYM Equipment Bid".

Bids will be opened on Monday, October 26, 2020 at 10:00 a.m. in the Finance Office.

The Hickman County Board of Education reserves the right to accept or reject any and all bids or parts of bids, and to waive any informalities that would prevent its acceptance of a better bid.

Present Penny Mayberry
Candi Davis

Bid Rec'd
Trane
(please see attached)

Hickman County Government

Conflict of Interest Disclosure Form

The County Financial Management System of 1981 contains the most stringent conflict of interest provisions. TCA §5-21-121 provides:

- (a) The director, purchasing agent, members of the committee, members of the county legislative body or other officials, employees, or members of the board of education or highway commission shall not be financially interested or have any personal beneficial interest, either directly or indirectly, in the purchase of any supplies, materials, equipment or contractual services for the county.
- (b) No firm, corporation, partnership, association or individual furnishing any such supplies, materials, equipment or contractual services, shall give or offer, nor shall the director or purchasing agent or any assistant or employee accept or receive directly or indirectly from any person, firm, corporation, partnership or association to whom any contract may be awarded, by rebate, gift or other otherwise, any money or other things of value whatsoever, or any promise, obligation or contract for future reward or compensation.

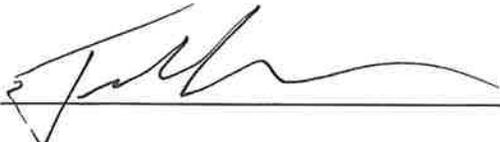
Date: 10/22/20 Name: Travis Hollett

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

X I have no conflict of interest to report.

____ I have the following conflict of interest to report (please specify any boards or committees you (and/or your spouse) sit on, the name of your employer and any businesses you or your spouse may own.

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Date: 10/22/20 Signature: 

Specs Part B:

HVAC Equipment Gym

Scope: This bid shall be only for Equipment by Equipment suppliers properly sized and spec based on the information provided by the school district to match the correct CFM, Curb adapter, and Unit size of the existing old equipment and to utilize the existing duct size and configuration, and current roof curbs. Equipment shall be bid as shipped with a 24 hour carrier notice of delivery.

Installers will be Elite Mechanical, point of contact with Elite Mechanical is Daniel Eubanks. The Equipment Company's bidders will be responsible for having their representative check existing equipment or via Elite Mechanical and coordinating any questions not provided in this specification. Alternate contact is Mike Plunkett 931-306-7401. Bidding is for a two week period and will not be extended for any informalities herein.

Special Notes: Please read carefully as the last two units are one and the same, including air handlers and we are bidding for two condensers with two matching Air handlers. The Alternate A1 and A2 are the same curb configuration and are to be matched to the old curb configuration, these units will be "different in Tonnage" capacity only as one will be a 20 ton gas package unit and second staged unit will be a 25 ton gas package unit. Both units will require the proper curb adapter and shall be part of the bid price shipped with both EHMS units.

**All units are to be equipped with Dehumidification, and noted if not available, for the proper wood gym floors conditioning.

Equipment shall be bid as shipped in pricing to:

Attn: BUS Garage/Mike
HCBOE
115 Murphree Ave.
Centerville, TN 37033

SCHOOL: (EHMS = East Hickman Middle School)

Equipment as follows:

Warranty:

All supplied equipment is to have full 5 year All Parts Warranty purchase included with pricing. Current old unit EHMS : McQuay model RTH 2600 (TASPANRA) 460 v 3ph SL 911202401001 main circuit ampacity is 47.0 max delay amps 60 -22 ton units. (These two units are loop water source 22 ton unit changing to a "non-loop" -20 ton and second 25 ton gas/Air package units and curb adapter, for Item A, and Item B below.)

New to be as follows: Bid is for a 20 ton primary staged unit to match existing old unit and a 25 ton second staged unit to match the existing old unit curb and configuration of the old 22 ton McQuay unit " as a second stage in unit", for large events,

School (EHMS = EAST HICKMAN MIDDLE SCHOOL)

Item A1

Alternate A1

First Primary 20 Ton unit Gas Air package 460v 3PH -RTU, with Curb, hail guards, latching door filter service panels, and Curbs Adapter: Qty of (1) \$ ~~24,074~~

Item A2

Alternate A2

Second stage 25 Ton unit Gas Air package 460v 3 PH - rtu, with Curb, hail guards, latching door filter service panels, and Curb Adapter: Qty of (1) \$ 21,477

School (EHES= EAST HICKMAN ELEMENTARY SCHOOL)

** No hot gas reheat available on these units*

Item B1, Alternate B1

Condensers (Bid 2 Quantity units the same size for EHES GYM)

Current old unit for EHES as follows:

B1 Existing Condenser "Carrier unit" exterior model 38AK 5024---520-- SL 4902F92354
208/230 3PH max Amps 94 Max overcurrent fused 150
amp QTY of (2) \$ 12,487

Item B2 Alternate B2

Bid is for Air handlers to match condensers in B1)

Air Handlers (Bid 2 Quantity is for 2 units)

2-current old Air handlers units air handlers EHES: "Carrier unit" model 40RM--024--H115HC
SL 5002F93786

Max Circuit Ampacity 94 amps 208/230v 3PH Max overcurrent 150 amp fuse.

**

Please bid on this condenser unit with ceiling air handlers that are currently equipped with two duct socks. Include new complete duct socks kits (2) to ship Along with each air handler unit. In Event the duct sock is not able to be included in your equipment pricing please indicate it is excluded in pricing.

QTY (2) \$ No Duct Sock
AHUs - \$ 5,807

EHMS:

Unit A1 20 ton unit , Curb Adapter/ Unit A2 25 ton unit, Curb Adapter

Both Units:

GAS / Electric

Natural Gas ready

460/60/3 PH

Electro Mechanical

Gas Heat Low

0-100% economizer, dry bulb -Down flow (FLD)

Barometric Relief (FLD)

Minimum: 5 year All Parts Warranty

EHES:

Unit B1 Condenser B1- 15 ton/ Split System Outdoor
Cooling Only

15 tons

410A Refrigerant

208/230/60 3PH

Dual Circuit Compressors - dual circuit

Electromechanical

Unit B2 AHU

Air Handler

15 tons

R410A

208/230/60/3ph

Dual Compressors /dual circuit

Electromechanical



Proposal

(Valid for 30 days from Proposal date)

Prepared For:
Hickman County BOE

Date: October 22, 2020

Proposal Number: P4-122749-3

Job Name:
EHMS Gym

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Tag Data - Packaged Gas/Electric Rooftop Units (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	20 Ton	1	20 Ton Packaged Unitary Gas/Elec	YHD240G4RLD--D0C10000B
A2	25 Ton	1	25 Ton Packaged Unitary Gas/Elec	YHD300G4RLD--D0C10000B

Product Data - Packaged Gas/Electric Rooftop Units

All Units

- Gas/Electric
- High efficiency
- Downflow
- 460/60/3
- Reliatel
- Gas Heat - Low
- Economizer Dry Bulb 0-100% with barometric relief
- Hinged panels/2" Pleated Filters MERV 8
- Standard condenser coil with hail guard
- Dehumidification-hot gas reheat
- Humidity wall mounted sensor (Fld)
- Programmable thermostat (Fld)
- 5 Year All Parts Warranty
- Curb Adapter (Fld)

Item: A1 Qty: 1 Tag(s): 20 Ton
20 Ton

Item: A2 Qty: 1 Tag(s): 25 Ton
25 Ton

Notes: Disconnects, wiring, installation, labor warranties, startup, spare filters, spare belts, commissioning, rigging, and piping are not included.

Total Net Price (Excluding Sales Tax) \$ 45,551.00

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

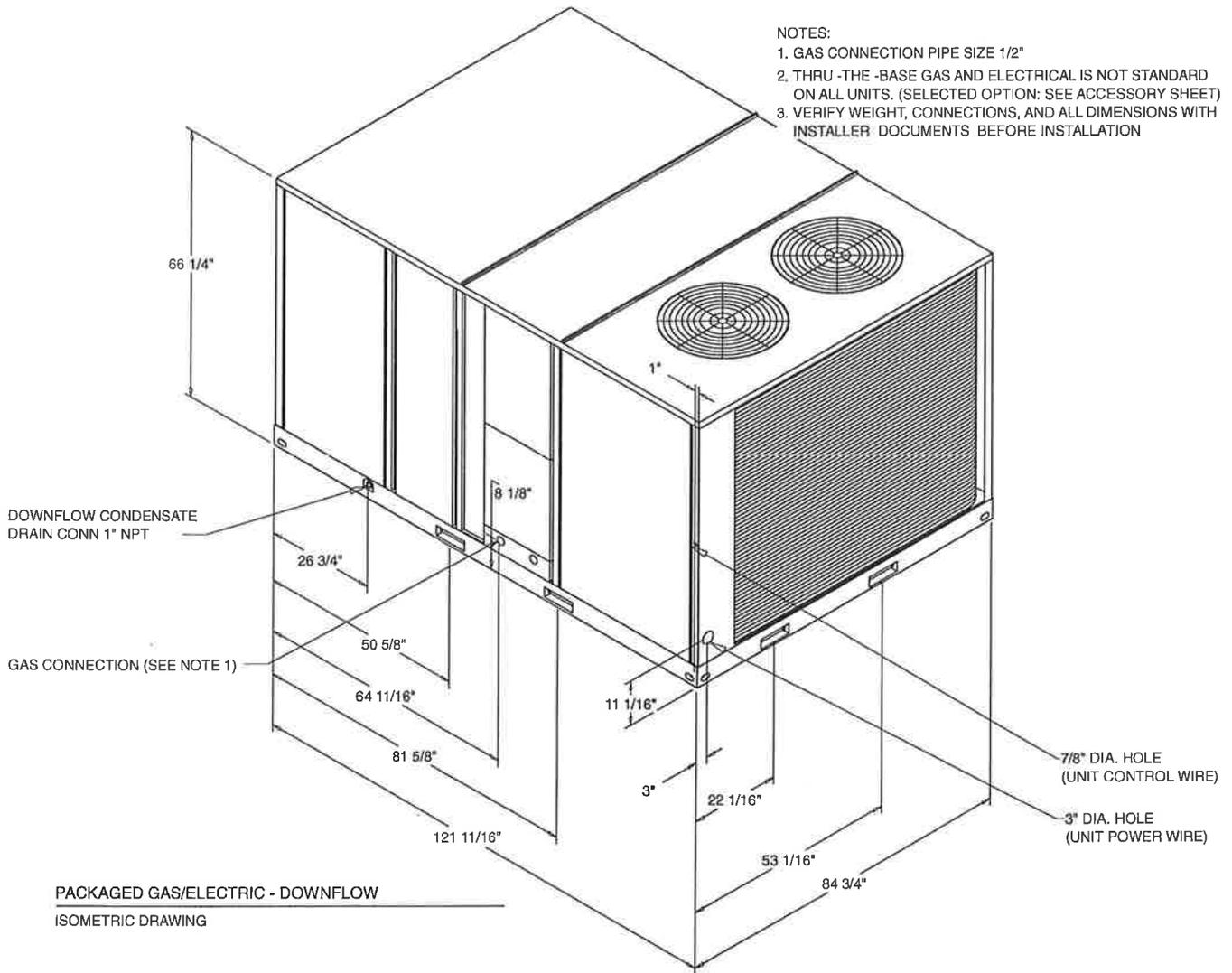
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc. dba Trane
_____ Authorized Representative	_____ Submitted By: Travis Hollett
	Cell: (615) 306-2165
_____ Printed Name	Office: (615) 565-9477

Unit Dimensions - Packaged Gas/Electric Rooftop Units

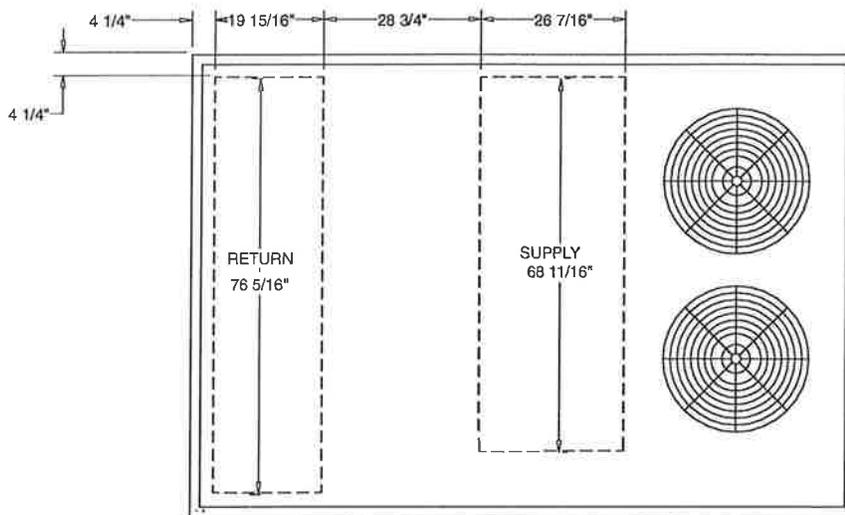
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NOTES:

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- 3. VERIFY WEIGHT, CONNECTIONS, AND ALL DIMENSIONS WITH INSTALLER DOCUMENTS BEFORE INSTALLATION



PACKAGED GAS/ELECTRIC - DOWNFLOW
ISOMETRIC DRAWING



PACKAGED GAS/ELECTRIC - DOWNFLOW
PLAN VIEW DRAWING

Unit Dimensions - Packaged Gas/Electric Rooftop Units

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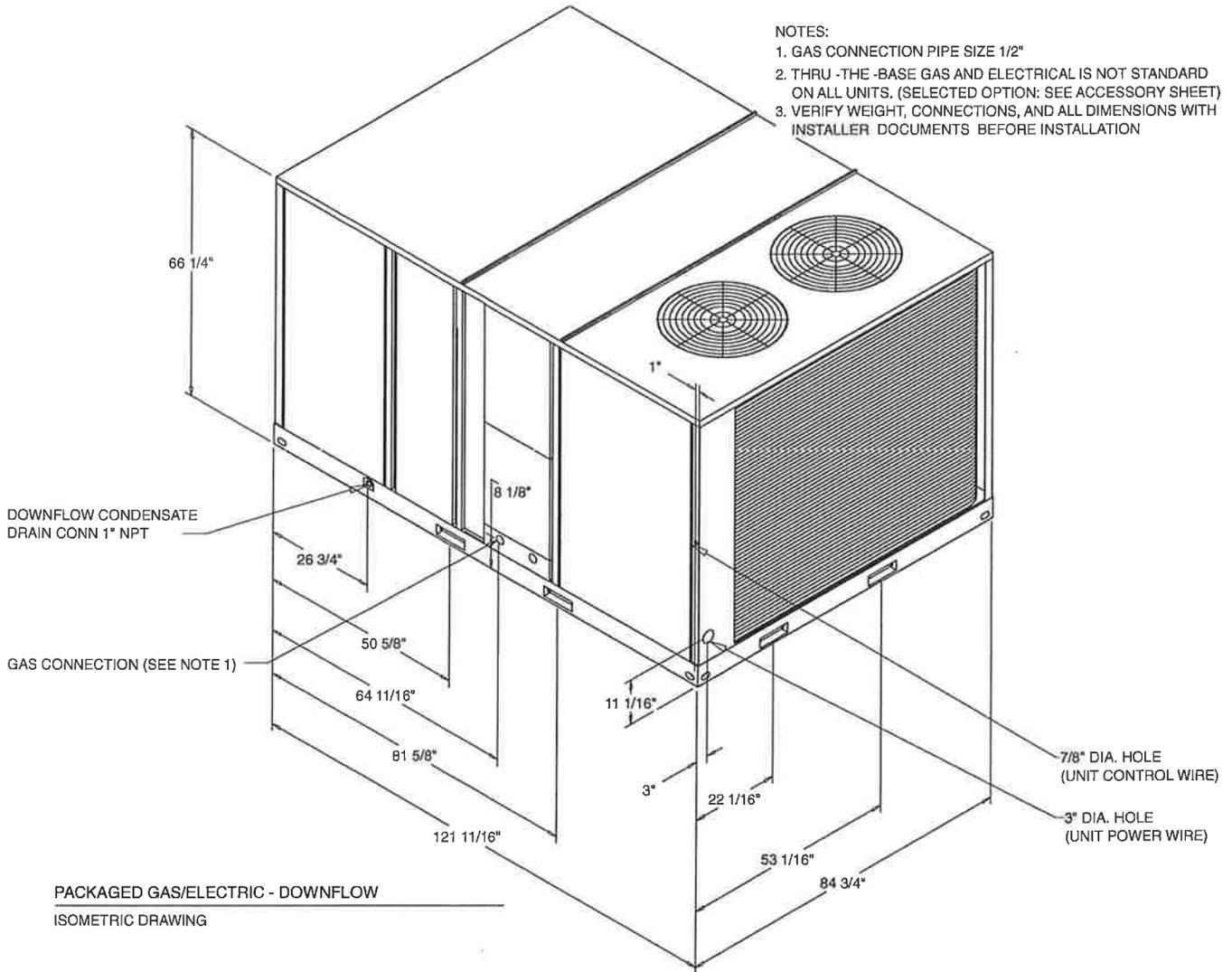
1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value include Standard Motor.
4. Value include Oversized Motor
5. EER is rated at AHRI conditions and in accordance with DOE test procedures.

Unit Dimensions - Packaged Gas/Electric Rooftop Units

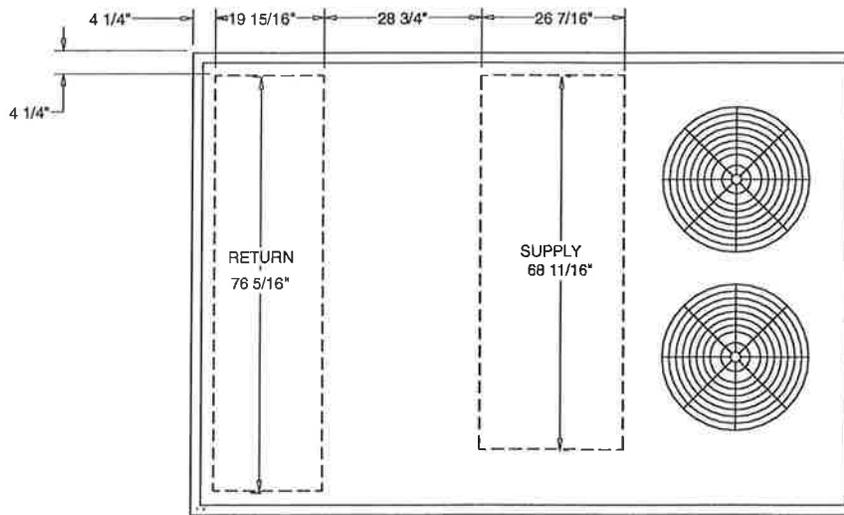
Item: A2 Qty: 1 Tag(s): 25 Ton

NOTES:

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PACKAGED GAS/ELECTRIC - DOWNFLOW
ISOMETRIC DRAWING



PACKAGED GAS/ELECTRIC - DOWNFLOW
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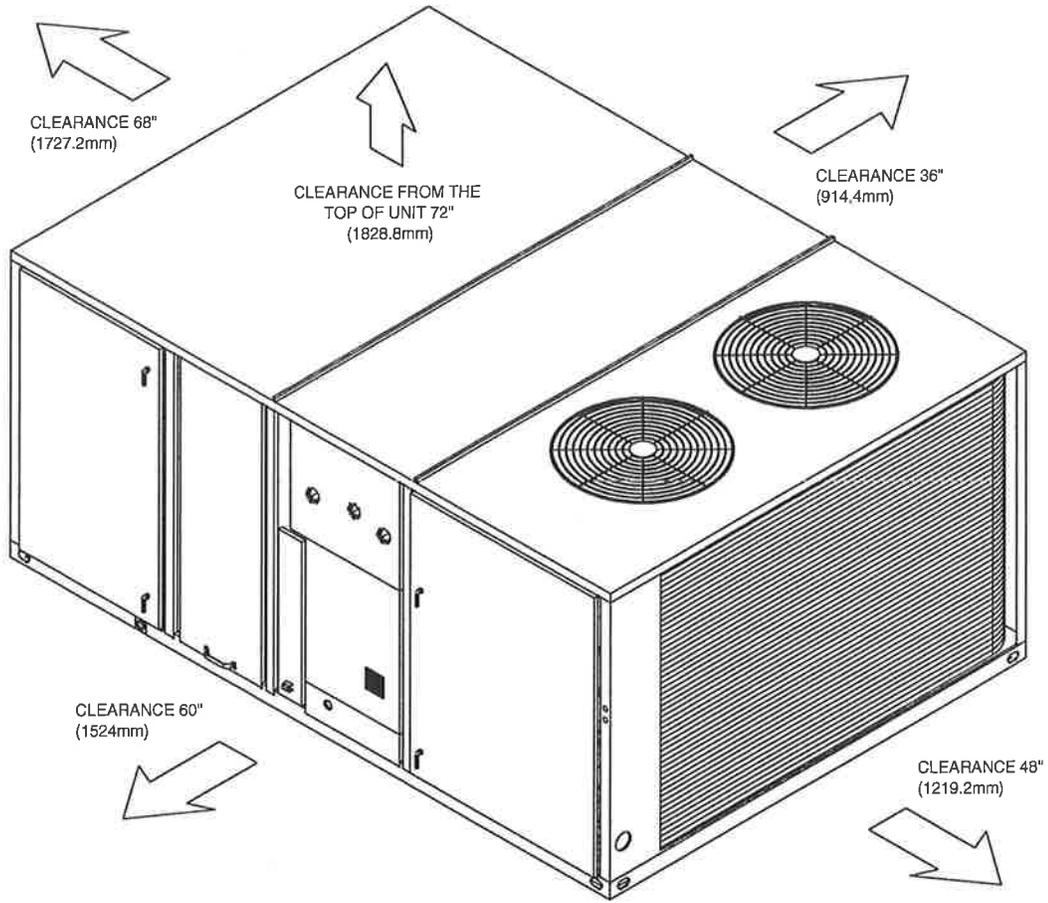
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Pressure Natural or LP (in w.c.):	2.5/14.0																																		
Gas Connection Pipe Size:	1/2"																																		
	Circuit(s)																																		
Number:	2																																		
Horsepower:	10.0																																		
Phase:	3																																		
Rated Load Amps:	17.2/17.8																																		
Locked Rotor Amps:	140.0/140.0																																		
<p>INDOOR MOTOR</p> <table border="0"> <tr> <td>Standard Motor</td> <td></td> <td>Standard Oversized Motor ⁽⁴⁾</td> <td>Accessory Oversized Motor ⁽⁴⁾</td> </tr> <tr> <td>Number: ⁽³⁾</td> <td>1</td> <td>Number:</td> <td></td> </tr> <tr> <td>Horsepower:</td> <td>7.5</td> <td>Horsepower:</td> <td></td> </tr> <tr> <td>Motor Speed (RPM):</td> <td>3,450</td> <td>Motor Speed (RPM):</td> <td></td> </tr> <tr> <td>Phase:</td> <td>3</td> <td>Phase:</td> <td></td> </tr> <tr> <td>Full Load Amps:</td> <td>11.0</td> <td>Full Load Amps:</td> <td></td> </tr> <tr> <td>Locked Rotor Amps:</td> <td>74.0</td> <td>Locked Rotor Amps:</td> <td></td> </tr> </table>				Standard Motor		Standard Oversized Motor ⁽⁴⁾	Accessory Oversized Motor ⁽⁴⁾	Number: ⁽³⁾	1	Number:		Horsepower:	7.5	Horsepower:		Motor Speed (RPM):	3,450	Motor Speed (RPM):		Phase:	3	Phase:		Full Load Amps:	11.0	Full Load Amps:		Locked Rotor Amps:	74.0	Locked Rotor Amps:					
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<p>OUTDOOR MOTOR</p> <table border="0"> <tr> <td>Number:</td> <td>2</td> </tr> <tr> <td>Horsepower:</td> <td>1.0</td> </tr> <tr> <td>Motor speed (RPM):</td> <td>1,125</td> </tr> <tr> <td>Phase:</td> <td>3</td> </tr> <tr> <td>Full Load Amps:</td> <td>2.5</td> </tr> <tr> <td>Locked Rotor Amps:</td> <td>10.1</td> </tr> </table>	Number:	2	Horsepower:	1.0	Motor speed (RPM):	1,125	Phase:	3	Full Load Amps:	2.5	Locked Rotor Amps:	10.1	<p>POWER EXHAUST (Field Installed Power Exhaust)</p> <table border="0"> <tr> <td>Horsepower:</td> <td>N/A</td> </tr> <tr> <td>Motor Speed (RPM):</td> <td>N/A</td> </tr> <tr> <td>Phase:</td> <td>N/A</td> </tr> <tr> <td>Full Load Amps:</td> <td>N/A</td> </tr> <tr> <td>Locked Rotor Amps:</td> <td>N/A</td> </tr> </table>	Horsepower:	N/A	Motor Speed (RPM):	N/A	Phase:	N/A	Full Load Amps:	N/A	Locked Rotor Amps:	N/A	<p>COMBUSTION BLOWER MOTOR (Gas-Fired Heating only)</p> <table border="0"> <tr> <td>Horsepower:</td> <td>0.1</td> </tr> <tr> <td>Motor Speed (RPM):</td> <td>3500/2800</td> </tr> <tr> <td>Phase:</td> <td>1</td> </tr> <tr> <td>Full Load Amps:</td> <td>0.8</td> </tr> <tr> <td>Locked Rotor Amps:</td> <td>2.00</td> </tr> </table>	Horsepower:	0.1	Motor Speed (RPM):	3500/2800	Phase:	1	Full Load Amps:	0.8	Locked Rotor Amps:	2.00	
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<p>FILTER</p> <table border="0"> <tr> <td>Type:</td> <td>Throwaway</td> </tr> <tr> <td>Furnished:</td> <td>Yes</td> </tr> <tr> <td>Number:</td> <td>8 / 4</td> </tr> <tr> <td>Recommended Size:</td> <td>20"x20"x2" / 20"x16"x2"</td> </tr> </table>		Type:	Throwaway	Furnished:	Yes	Number:	8 / 4	Recommended Size:	20"x20"x2" / 20"x16"x2"	<p>REFRIGERANT ⁽²⁾</p> <table border="0"> <tr> <td></td> <td>Circuit #1 / 2</td> </tr> <tr> <td>Type:</td> <td>R-410</td> </tr> <tr> <td>Factory Charge</td> <td></td> </tr> <tr> <td>Circuit #1 / 2:</td> <td>13.2 lb / 11.4 lb</td> </tr> </table>			Circuit #1 / 2	Type:	R-410	Factory Charge		Circuit #1 / 2:	13.2 lb / 11.4 lb																
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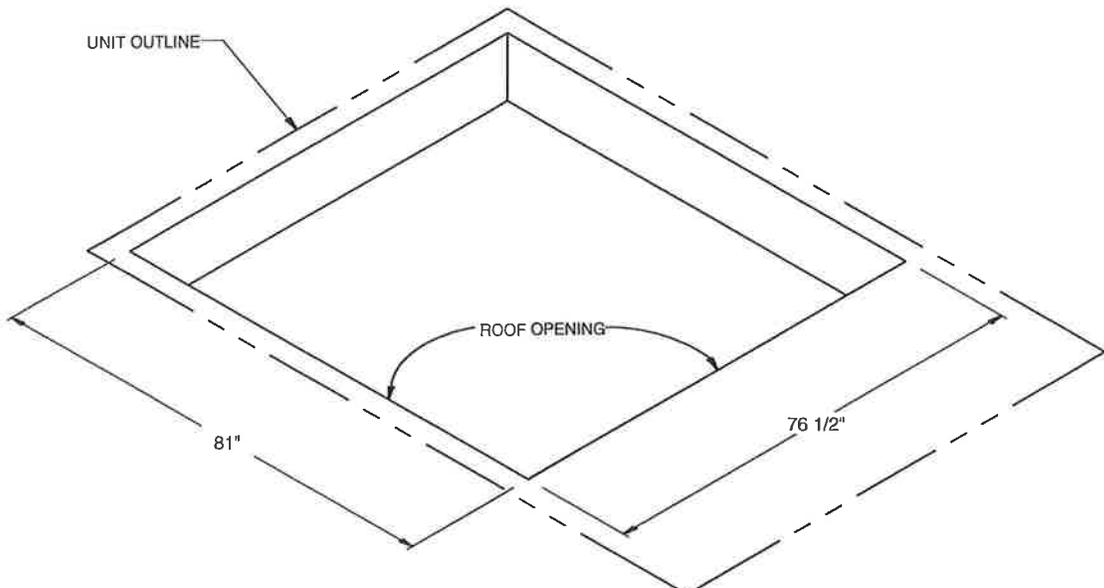
NOTES:

1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value include Standard Motor.
4. Value include Oversized Motor
5. EER is rated at AHRI conditions and in accordance with DOE test procedures.

Weight, Clearance & Rigging Diagram - Packaged Gas/Electric Rooftop Units
Item: A1, A2 Qty: 2 Tag(s): 20 Ton, 25 Ton

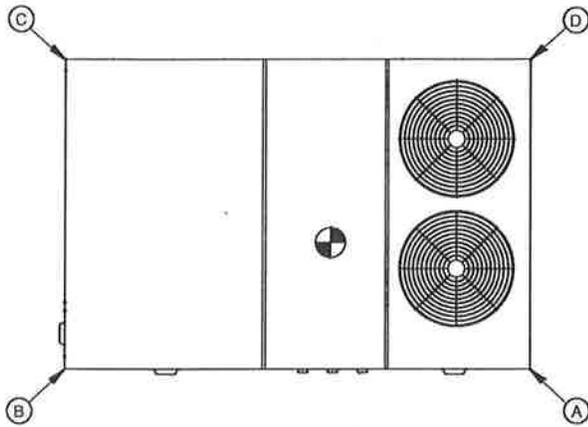


DOWNFLOW-PACKAGED GAS/ELECTRIC CLEARANCE



DOWNFLOW-PACKAGED GAS/ELECTRIC ROOF OPENING CLEARANCE

Weight, Clearance & Rigging Diagram - Packaged Gas/Electric Rooftop Units
Item: A1 Qty: 1 Tag(s): 20 Ton



CORNER WEIGHT

Base Hot Gas Reheat Unit and Corner Weights Only

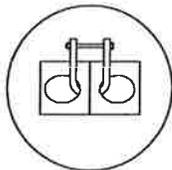
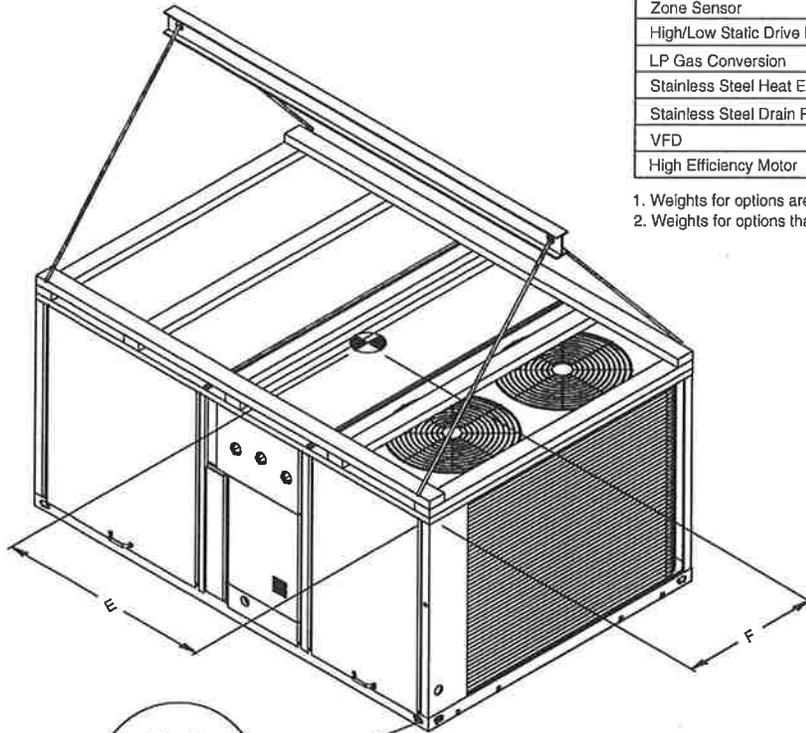
Base unit weights		Corner Weights				Center of Gravity	
SHIPPING	NET	(A)	(B)	(C)	(D)	E	F
2609.0 lb	2166"	771"	514.0 lb	378.0 lb	503.0 lb	55"	34"

1. All weights are approximate.
2. The actual weight are listed on the unit nameplate.
3. Refer to unit nameplate and installation guide for weights before scheduling transportation and installation of unit.
4. The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight. .
5. Verify weight, connection, and all dimension with installer documents before installation.
6. Corner weights are given for information only.
7. Net/Shipping weight of optional accessories should be added to unit weight when ordering factory or field installed accessories.

Installed Options Net Weight Data

Accessory	Weight
Economizer, Manual and Motorized Outside Air Damper	80.0 lb
Power Exhaust	
Roof Curb	
Oversized Motor	
Hail Guard	51.0 lb
Hinged Access Doors	27.0 lb
Power Conv. Outlet	
Through the Base Electrical	
Circuit Breaker	
Disconnect	
Smoke Detector	
Novar	
Zone Sensor	
High/Low Static Drive Kit	
LP Gas Conversion	
Stainless Steel Heat Exchanger	
Stainless Steel Drain Pan	
VFD	
High Efficiency Motor	

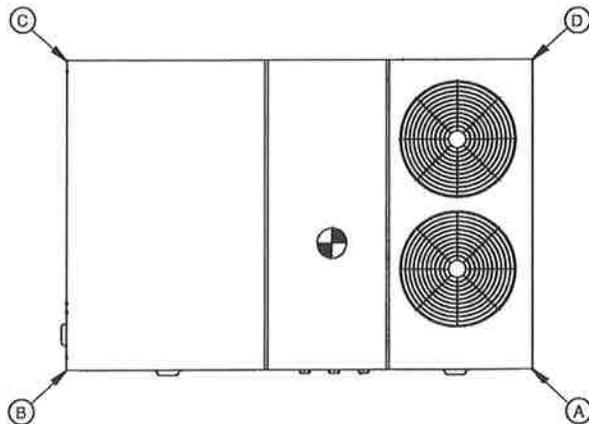
1. Weights for options are approximate.
2. Weights for options that are not list refer to Installation guide.



PACKAGED GAS/ELECTRIC
RIGGING AND CENTER OF GRAVITY

Weight, Clearance & Rigging Diagram - Packaged Gas/Electric Rooftop Units

Item: A2 Qty: 1 Tag(s): 25 Ton



CORNER WEIGHT

Base Hot Gas Reheat Unit and Corner Weights Only

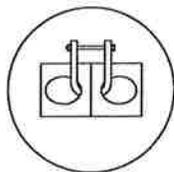
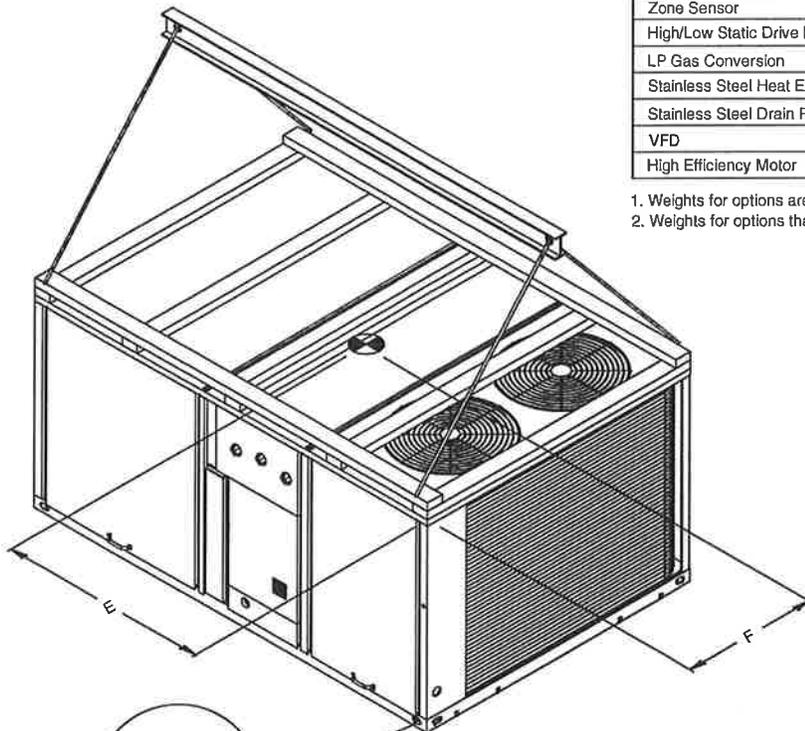
Base unit weights		Corner Weights				Center of Gravity	
SHIPPING	NET	(A)	(B)	(C)	(D)	E	F
2651.0 lb	2208*	759.0 lb	539.0 lb	402.0 lb	508.0 lb	52"	35"

1. All weights are approximate.
2. The actual weight are listed on the unit nameplate.
3. Refer to unit nameplate and installation guide for weights before scheduling transportation and installation of unit.
4. The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight.
5. Verify weight, connection, and all dimension with installer documents before installation.
6. Corner weights are given for information only.
7. Net/Shipping weight of optional accessories should be added to unit weight when ordering factory or field installed accessories.

Installed Options Net Weight Data

Accessory	Weight
Economizer, Manual and Motorized Outside Air Damper	80.0 lb
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Disconnect	
Smoke Detector	
Novar	
Zone Sensor	
High/Low Static Drive Kit	
LP Gas Conversion	
Stainless Steel Heat Exchanger	
Stainless Steel Drain Pan	
VFD	
High Efficiency Motor	

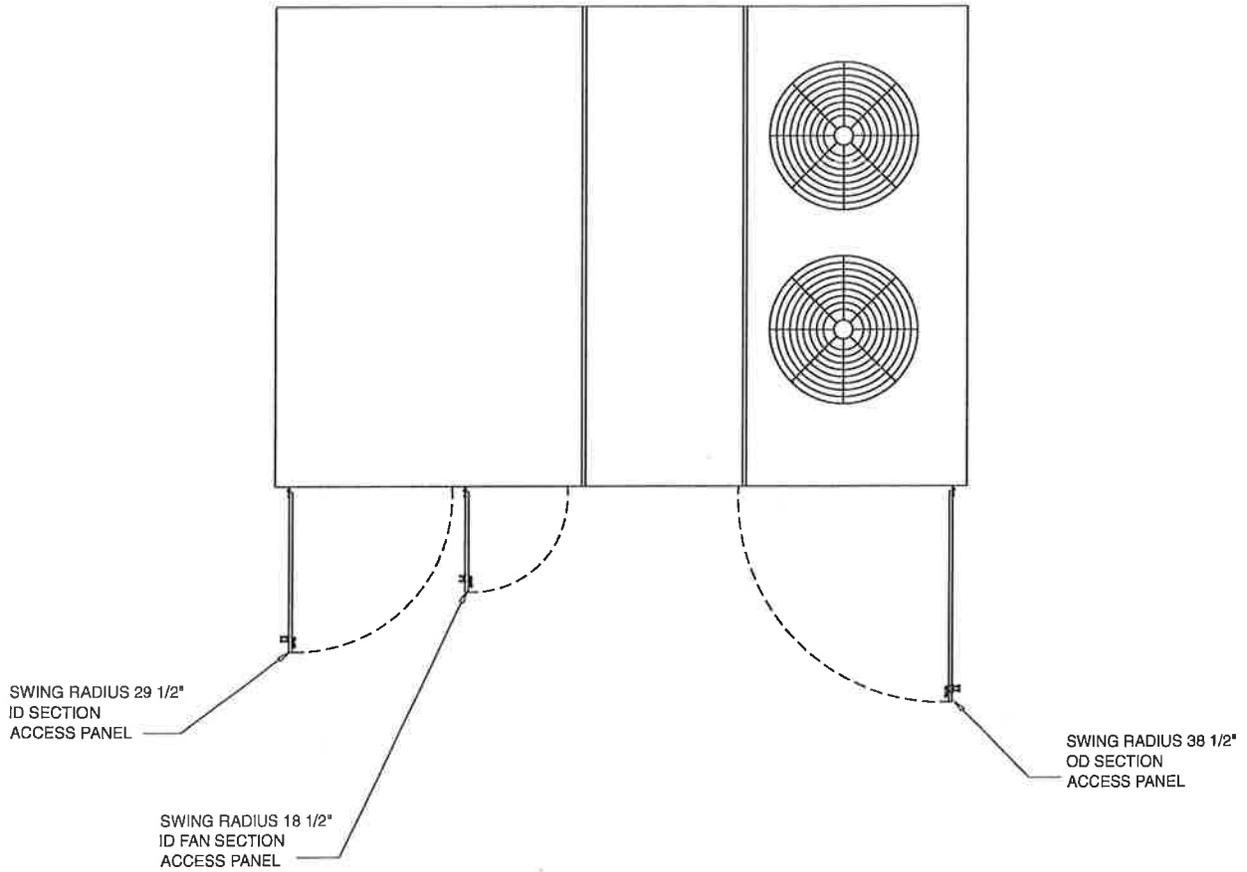
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PACKAGED GAS/ELECTRIC
RIGGING AND CENTER OF GRAVITY

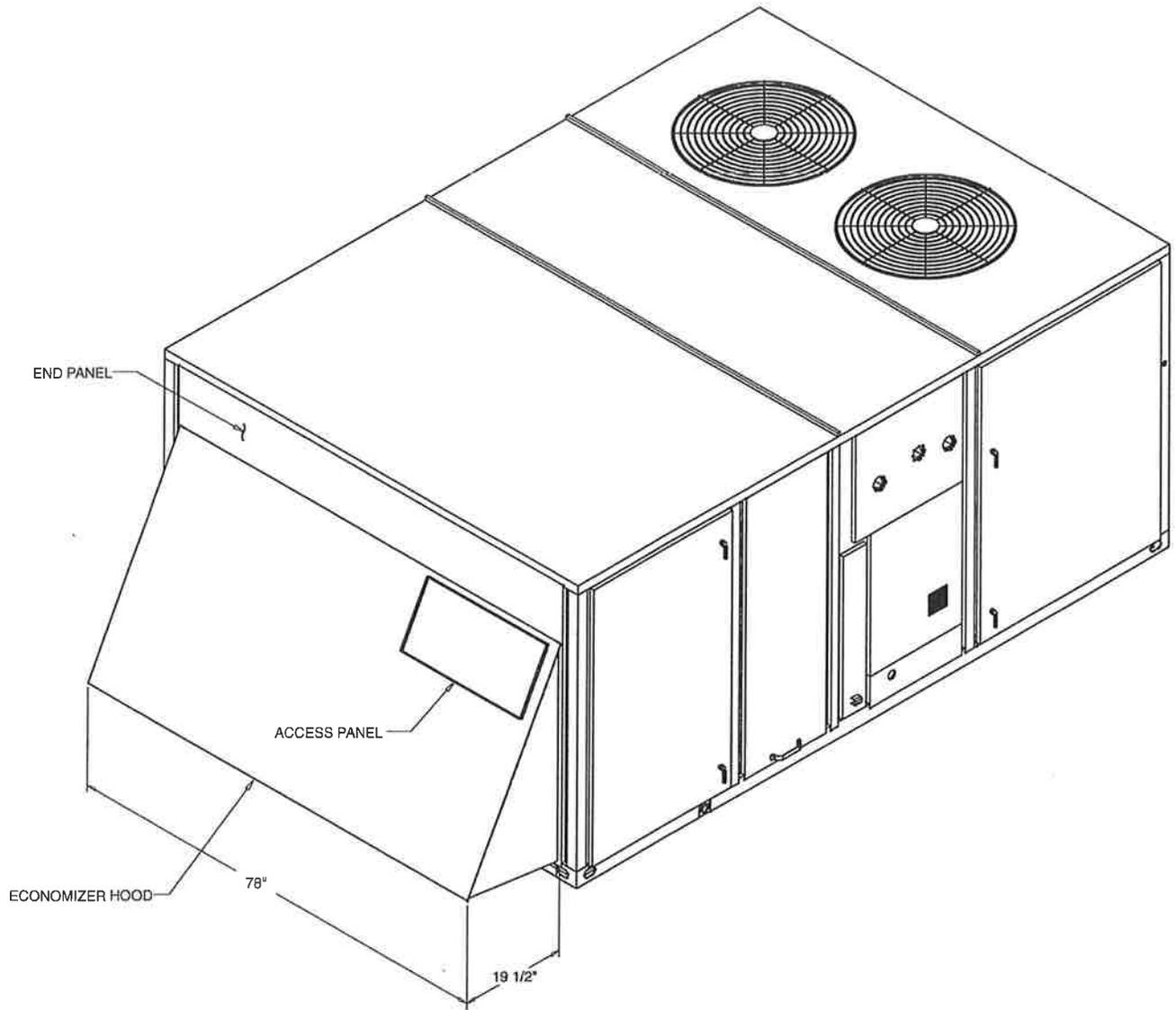
Accessory - Packaged Gas/Electric Rooftop Units

Item: A1, A2 Qty: 2 Tag(s): 20 Ton, 25 Ton



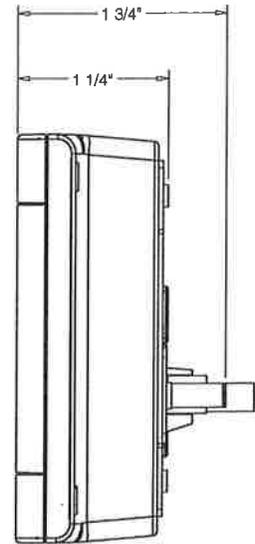
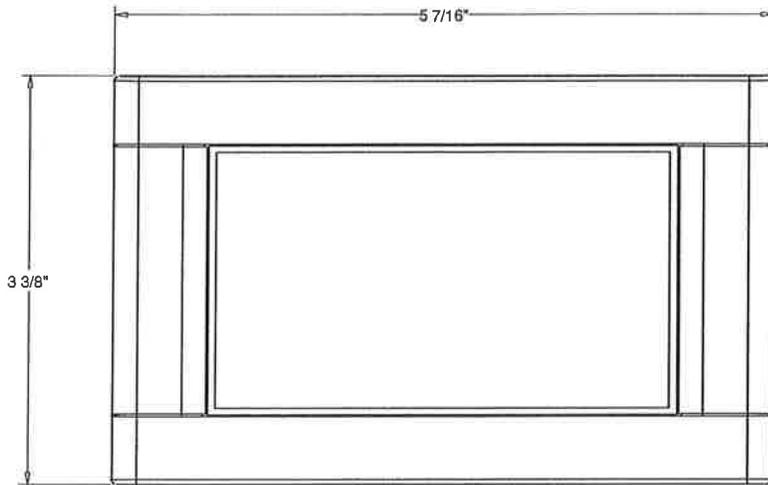
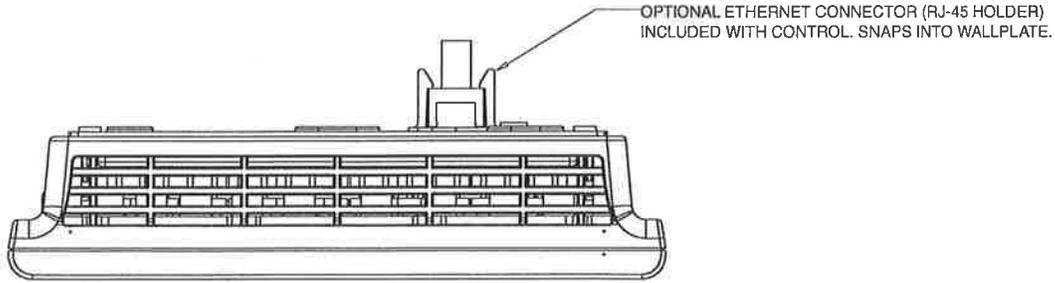
HINGING ACCESS DOORS
ACCESSORY

Accessory - Packaged Gas/Electric Rooftop Units
Item: A1, A2 Qty: 2 Tag(s): 20 Ton, 25 Ton



ECONOMIZER HOOD
PLAN VIEW DRAWING

Accessory - Packaged Gas/Electric Rooftop Units
Item: A1, A2 Qty: 2 Tag(s): 20 Ton, 25 Ton



BAYSTAT814A - THERMOSTAT
PIVOT SMART COMMERCIAL THERMOSTAT

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

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

1. Acceptance. 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 sale of the described commercial equipment and any ancillary services (the "Equipment"). **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 Equipment in accordance with the Proposal and the Company's 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 Equipment 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.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. 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 Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 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 the date of order acceptance, 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. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the 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.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. 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. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF**

DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

9. 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 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.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. 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 any rights of subrogation.

11. Customer 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, require payment prior to shipping, 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 connection with 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 the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. 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 REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) 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.

13. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 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. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment 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 (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). 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. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company,

Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. 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 of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. 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 Equipment is being used at a site 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.

21. 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.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment 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).

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 sale of the Equipment 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.

23. 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.

1-26.130-4 (0720)
Supersedes 1-26.130-4 (0620)



Proposal

(Valid for 30 days from Proposal date)

Prepared For:
Hickman County BOE

Date: October 22, 2020

Proposal Number: P4-122749-4

Job Name:
EHES Gym

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Tag Data - Odyssey Split System Outdoor Unit (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	15 CU	2	15 Ton Unitary Split Systems Outdoor	TTA18043DAA--AS01

Product Data - Odyssey Split System Outdoor Unit

Item: A1 Qty: 2 Tag(s): 15 CU

- Cooling (TTA)
- 15 Tons
- R-410A Refrigerant
- 208-230/60/3
- Dual Compressors / Dual Circuit
- Symbio (Cooling)
- Hail Guards
- Pivot Smart Thermostat-Electomechanical (Fld)
- 5 Year Parts Warranty

Tag Data - Odyssey Split System Indoor Unit (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
B1	15 Ton AHU	2	15 Ton Unitary Split Systems Indoor	TWE18043BAA--A1

Product Data - Odyssey Split System Indoor Unit

Item: B1 Qty: 2 Tag(s): 15 Ton AHU

- Air Handler
- 15 Tons
- R-410A
- 208-230/60/3
- Dual Circuit
- 5 Year Parts Warranty

Notes: Hot gas reheat is not included in pricing for these units. It is not an available feature.

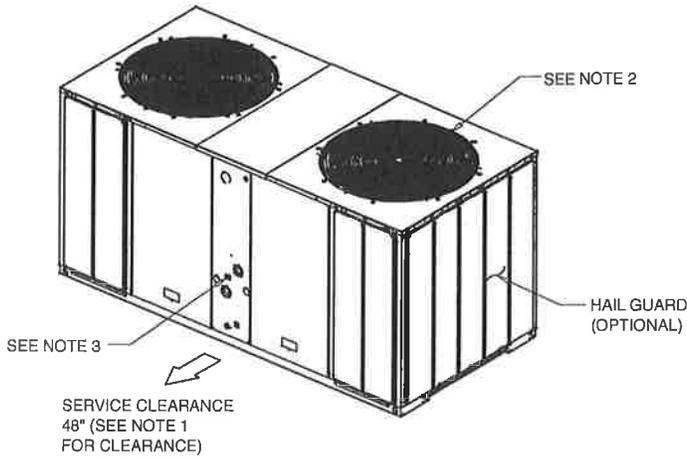
Disconnects, wiring, installation, labor warranties, startup, spare filters, spare belts, commissioning, rigging, and piping are not included.

Total Net Price (Excluding Sales Tax)\$ 18,294.00

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

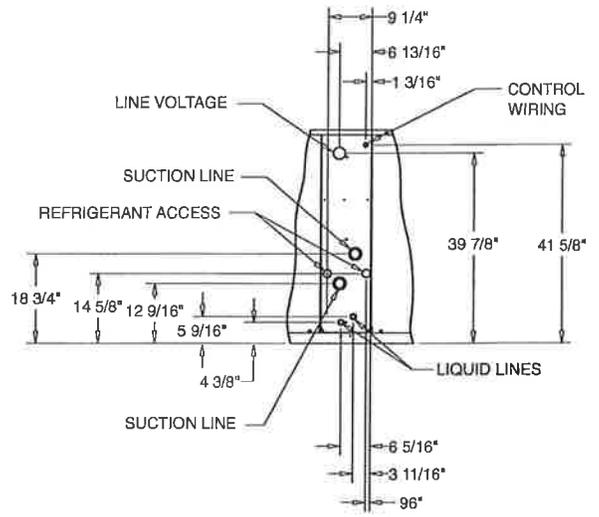
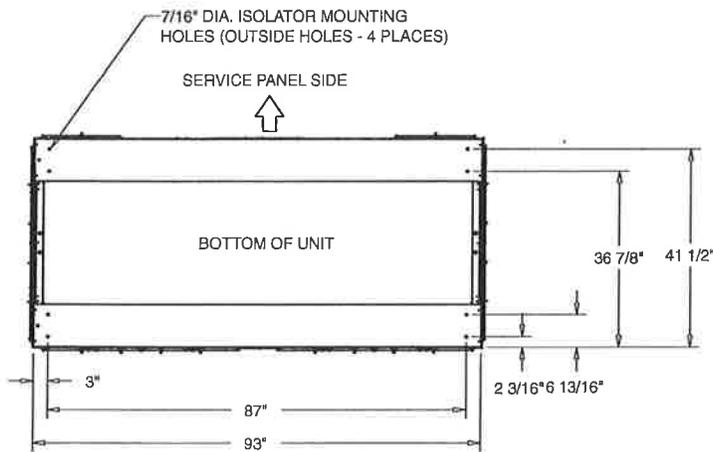
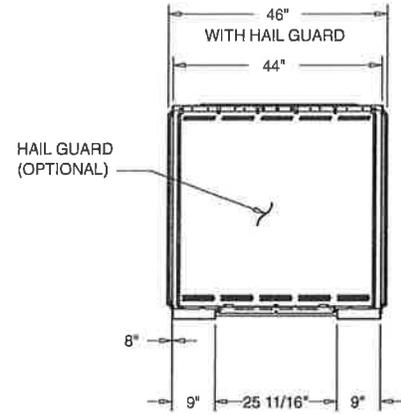
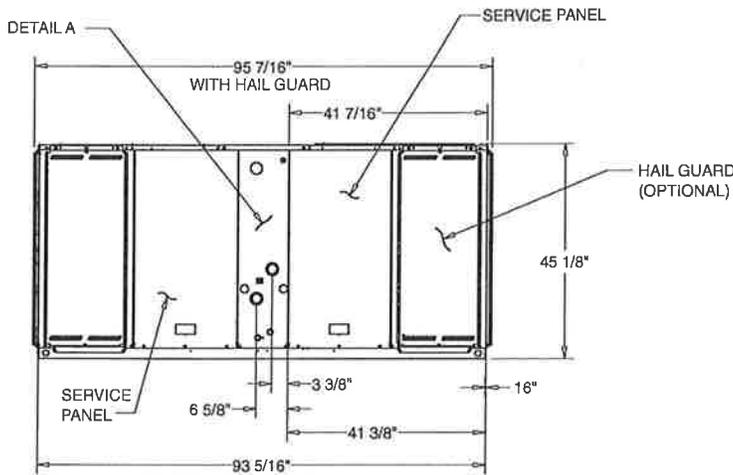
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
_____ Authorized Representative	Trane U.S. Inc. dba Trane
_____ Printed Name	_____ Submitted By: Travis Hollett
	Cell: (615) 306-2165
	Office: (615) 565-9477

Unit Dimensions - Odyssey Split System Outdoor Unit
Item: A1 Qty: 2 Tag(s): 15 CU



NOTES:

1. MINIMUM CLEARANCE FOR PROPER OPERATION IS 36" FROM WALLS, SHRUBBERY, PRIVACY FENCES ETC. MINIMUM CLEARANCE BETWEEN ADJACENT UNITS IS 72". RECOMMENDED SERVICE CLEARANCE 48"
2. TOP DISCHARGE AREA SHOULD BE UNRESTRICTED FOR 100" MINIMUM. UNIT SHOULD BE PLACED SO ROOF RUN-OFF WATER DOES NOT POUR DIRECTLY ON UNIT
3. OUTDOOR AIR TEMPERATURE SENSOR OPENING (DO NOT BLOCK OPENING)



FRONT DETAIL A
 DIMENSIONAL DETAIL

15 - 20 TON COOLING CONDENSER (DUAL COMPRESSOR)
 DIMENSIONAL DRAWING

Unit Dimensions - Odyssey Split System Outdoor Unit

Item: A1 Qty: 2 Tag(s): 15 CU

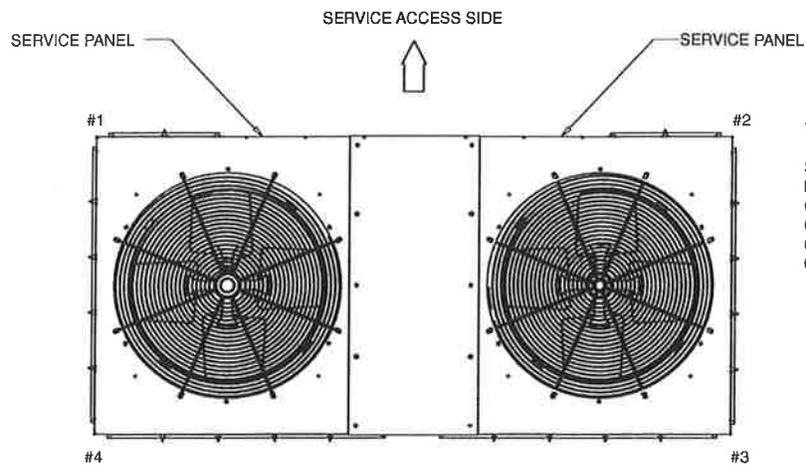
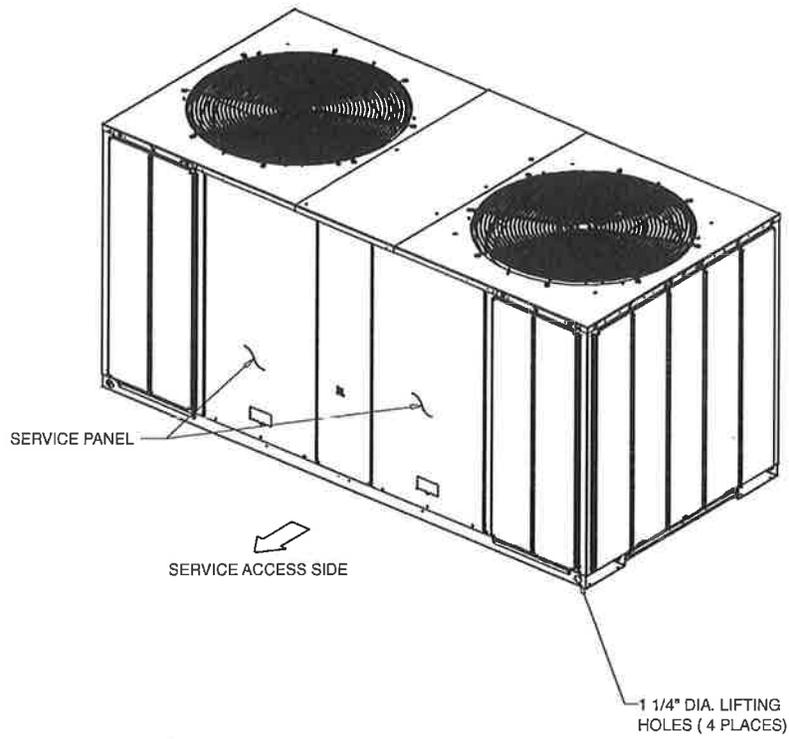
ELECTRICAL DATA CONDENSER

ELECTRICAL DATA Model: TTA18043D Unit Operating Voltage: 187 - 253 Minimum Circuit Ampacity: 74.0 Maximum Fuse Size: 100.0 Maximum Circuit Breaker: 100.0		COMPRESSOR MOTOR No.: 2 Volts: 208-230 Phase: 3 Amp-RLA: 28.6/28.6 Amp-LRA: 208.0/208.0		CONDENSER FAN MOTOR No.: 2 Volts: 208-230 Phase: 1 Amp-FLA: 4.8 Amp-LRA: 20.0	
GENERAL DATA CONDENSER					
COOLING PERFORMANCE (1)(2)(3)(4)(5) Matched Air Handler: TWF1804*B* Condensing Unit Only: 186,000 ARI Net Cooling Capacity: 186,000 Matched Air Handler (EER): 11.2 Condensing Unit Only (EER): 12.7 System KW: 16.3 Condensing Unit KW: 14.7 System IEER: 12.4			COMPRESSOR Number: 2 No. Compressor / Tons: 2/6.9 No. Refrigerant Circuits: 2 Suction Line (in.) OD: 1 1/8" Horizontal & Vertical Liquid Line (in.) OD: 1/2"		
OUTDOOR COIL Tube Size (in.) OD: 1 3/16" Face Area (sq. ft.): 44 5/16" Rows/FPI: 1/23			OUTDOOR FAN No. Used/Diameter (in.): 2 / 28" Drive Type/No. Speeds: DIRECT / 1 No. Motors/HP: 2 / 1 Motor RPM: 1,100		
REFRIGERANT CHARGE (Fld Supplied) (7)(8) TYPE: R-410A (Circuits #1): 11.5 lb (Circuits #2): 11.5 lb					

NOTES:

- Cooling performance is rated at 95 F ambient, 80 F entering dry bulb, 67 F entering wet bulb. Gross capacity does not include the effect of fan motor heat. AHRI capacity is net and includes the effect of fan motor heat. Ratings shown are tested and certified in accordance with AHRI Standard 340/360 or 365 certification program.
- Standard 340/360 or 365 certification program.
- Condensing Unit Only Gross Cooling Capacity rate at 45 F saturated suction temperature and at 95 F ambient.
- ARI Net Cooling Capacity is calculated with matched blower coil and 25 ft. of OD interconnecting tubing. EER is rated at AHRI conditions and in accordance with DOE test procedures.
- Integrated Part Load Value is based on AHRI Standard 340/360 or 365. Units are rated at 80 F ambient, 80 F entering dry bulb, and 67 F entering wet bulb at AHRI rated CFM.
- Sound Rating shown is tested in accordance with AHRI Standard 270.
- Refer to refrigerant piping program for line sizing and line length.
- Refrigerant (operating) charge is for condensing unit (all circuits) with matching blower coils and 25 ft. of interconnecting refrigerant lines. All units are shipped with a small nitrogen holding charge only.

Weight, Clearance & Rigging Diagram - Odyssey Split System Outdoor Unit
 Item: A1 Qty: 2 Tag(s): 15 CU



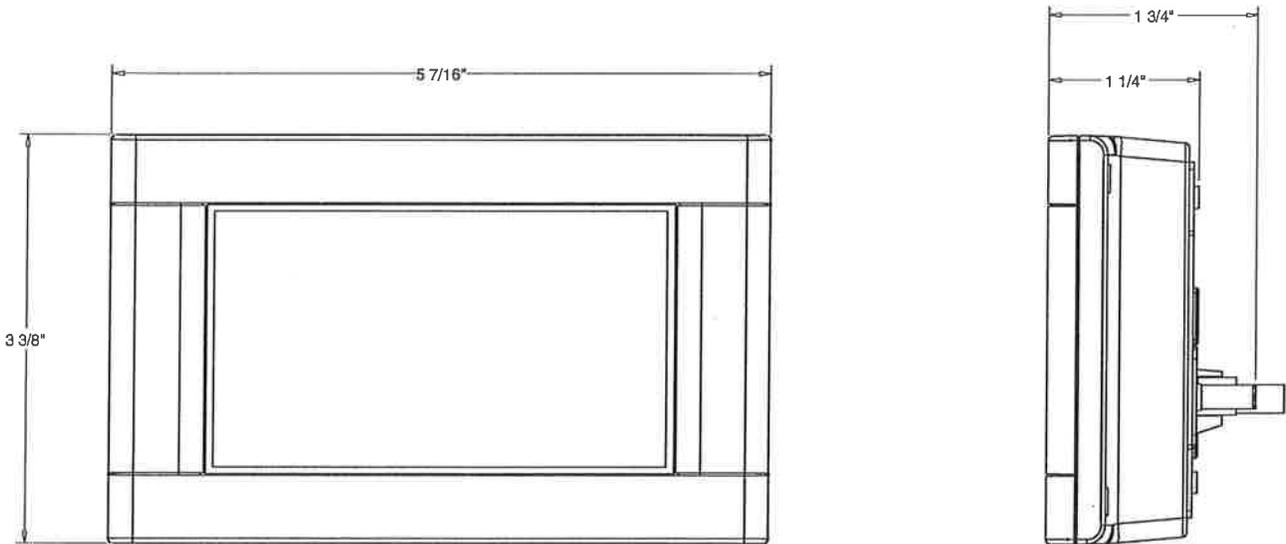
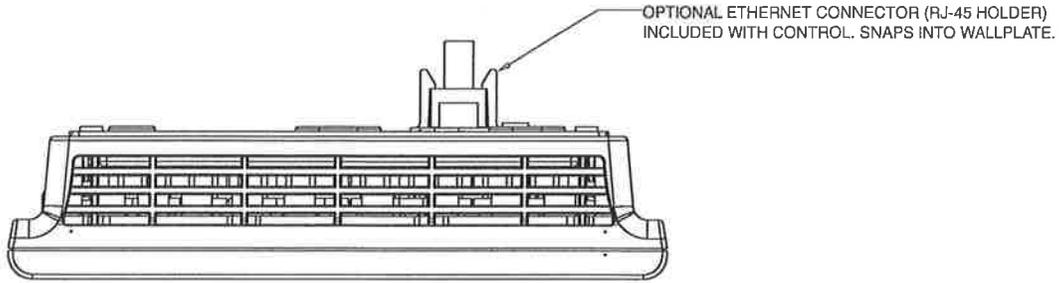
WEIGHTS AND CORNER WEIGHTS

Shipping:	807.0 lb
Net	692.0 lb
Corner 1:	156.0 lb
Corner 2:	244.0 lb
Corner 3:	112.0 lb
Corner 4:	180.0 lb

WEIGHTS AND LOAD POINT LOCATION FOR CONDENSOR

WEIGHT AND RIGGING

Accessory - Odyssey Split System Outdoor Unit
Item: A1 Qty: 2 Tag(s): 15 CU

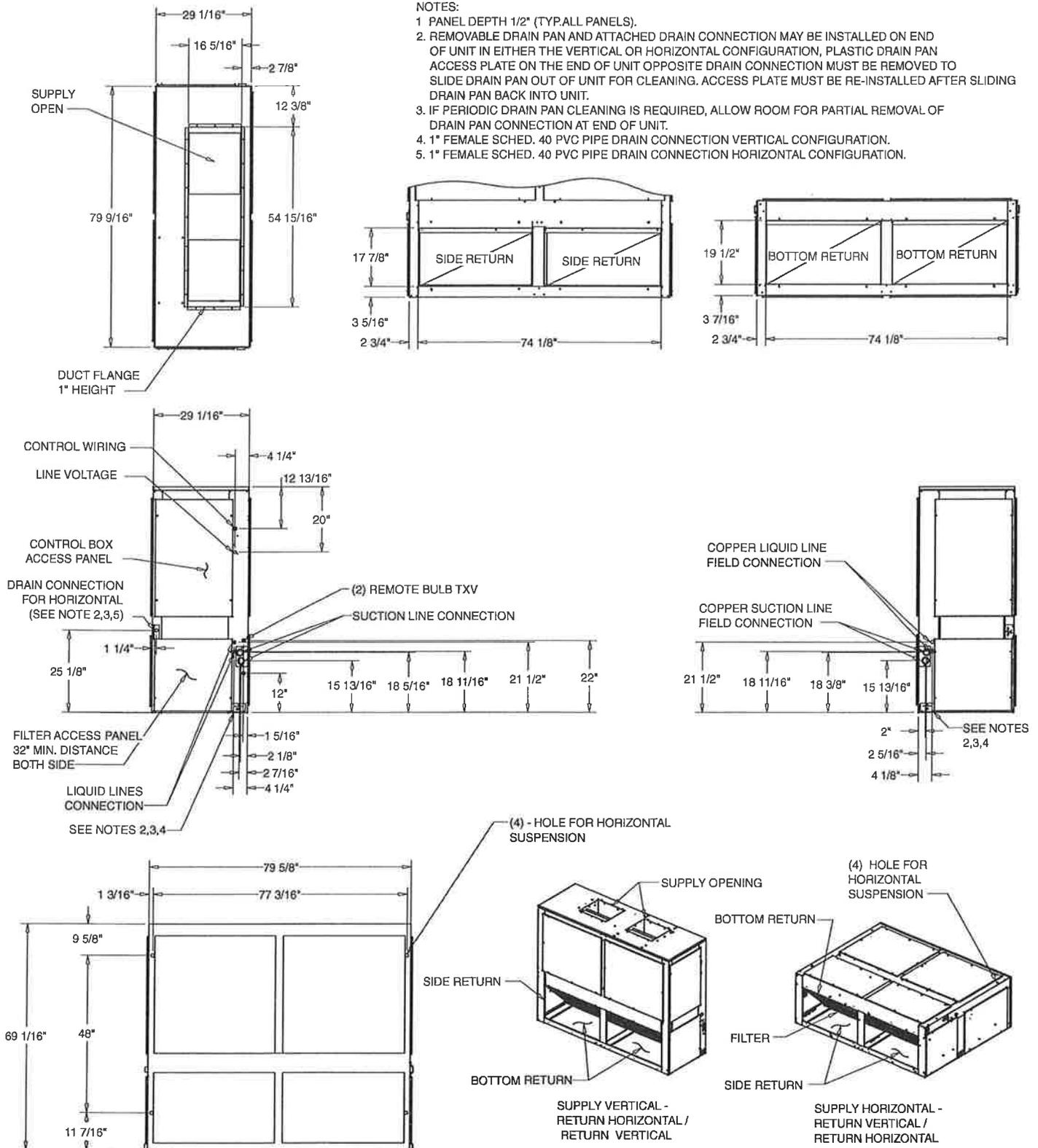


BAYSTAT814A - THERMOSTAT
PIVOT SMART COMMERCIAL THERMOSTAT

Unit Dimensions - Odyssey Split System Indoor Unit
Item: B1 Qty: 2 Tag(s): 15 Ton AHU

NOTES:

1. PANEL DEPTH 1/2" (TYP. ALL PANELS).
2. REMOVABLE DRAIN PAN AND ATTACHED DRAIN CONNECTION MAY BE INSTALLED ON END OF UNIT IN EITHER THE VERTICAL OR HORIZONTAL CONFIGURATION, PLASTIC DRAIN PAN ACCESS PLATE ON THE END OF UNIT OPPOSITE DRAIN CONNECTION MUST BE REMOVED TO SLIDE DRAIN PAN OUT OF UNIT FOR CLEANING. ACCESS PLATE MUST BE RE-INSTALLED AFTER SLIDING DRAIN PAN BACK INTO UNIT.
3. IF PERIODIC DRAIN PAN CLEANING IS REQUIRED, ALLOW ROOM FOR PARTIAL REMOVAL OF DRAIN PAN CONNECTION AT END OF UNIT.
4. 1" FEMALE SCHED. 40 PVC PIPE DRAIN CONNECTION VERTICAL CONFIGURATION.
5. 1" FEMALE SCHED. 40 PVC PIPE DRAIN CONNECTION HORIZONTAL CONFIGURATION.



12.5-15 TON AIR HANDLER (DUAL CIRCUIT)
 DIMENSIONAL DRAWING

Unit Dimensions - Odyssey Split System Indoor Unit
Item: B1 Qty: 2 Tag(s): 15 Ton AHU

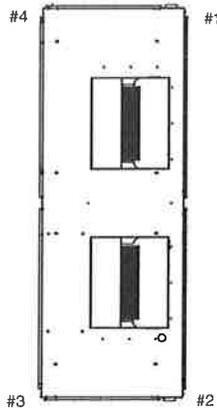
AIR HANDLER ELECTRICAL DATA

ELECTRICAL DATA Model: TWE180 Convertible 460 Voltages Unit Operating Voltage: 187-253 TWE180 414-506 Minimum Circuit Ampacity: 12.0 6.0 Maximum Fuse Size: 20.0 15.0 Maximum Circuit Breaker: 20.0 15.0		EVAPORATOR FAN MOTOR (9) Convertible 460 Voltages No.: 1 1 Volts: 208-230 460 Phase: 3 3 Motor HP: 3.0 3.0 Amp-FLA: 9.4 4.6 Amp-LRA: 74.9 39.3	
GENERAL DATA			
SYSTEM DATA No. Refrigerant Circuits: 2 Suction Line (in.) OD: 1 3/8" Liquid Line (in.) OD: 1/2"		INDOOR COIL - TYPE Tube Size: 3/8" Face Area: 16 5/16" Row/FPI: 4 / 14 Refrigerant Control: EXPANSION VALVE Drain Connection Size: 1" PVC	
INDOOR FAN Type: CENTRIFUGAL No. Used/Diameter x Width: 2 / 15"X15" Drive Type/No. Speed: BELT / ADJUSTABLE CFM: 6000 No. Motor: 1 Motor HP - Standard/Oversized: 3.0 / 5.0 Motor RPM: 1728 / 1750 Motor Frame Size: 56HZ		FILTER Type: THROWAWAY Furnished: YES No. Size Recommended: (8) 15"X20"X2"	
HEATER DATA			
ELECTRICAL DATA Heat Rating (kW): Control Stages: Power Supply: Minimum Circuit Ampacity: Maximum Fuse Size: Maximum Circuit Breaker:		Notes: 1. KW ratings are at: 208/240V for 208-230V air handlers 480V for 460V air handlers 600V for 575V air handlers For other than rated voltage, capacity = ($\frac{\text{Voltage}}{\text{Rated Voltage}}$) x ² Rated Capacity 2. Any power supply and circuits must be wired and protected in accordance with local electrical codes. 3. The HACR circuit breaker is for U.S.A. installations only. 4. With motor field converted to 460V.	

NOTES:

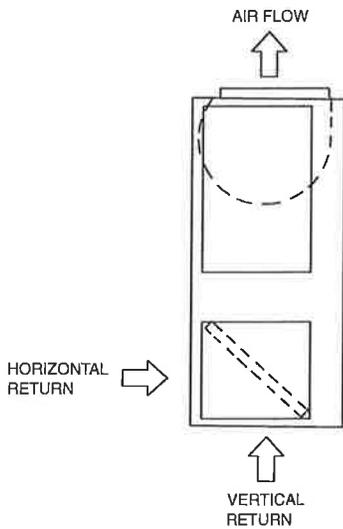
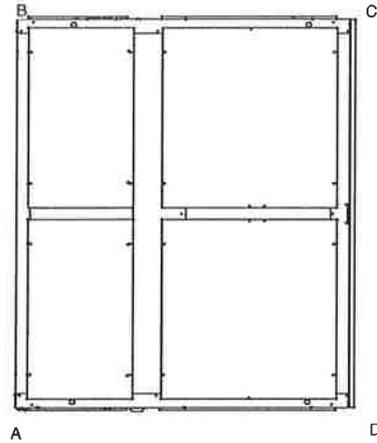
- Cooling performance is rated at 95 F ambient, 80 F entering dry bulb, 67 F entering wet bulb.
- Gross capacity does not include the effect of fan motor heat. AHRI capacity is net and includes the effect of fan motor heat. Ratings shown are tested and certified in accordance with AHRI Standard 340/360 or 365 certification program.
- Condensing Unit Only Gross Cooling Capacity rate at 45 F saturated suction temperature and at 95 F ambient.
- AHRI Net Cooling Capacity is calculated with matched blower coil and 25 ft. of OD interconnecting tubing. EER is rated at AHRI conditions and in accordance with DOE test procedures.
- Integrated Part Load Value is based on AHRI Standard 340/360 or 365. Units are rated at 80 F ambient, 80 F entering dry bulb, and 67 F entering wet bulb at AHRI rated CFM.
- Sound Rating shown is tested in accordance with AHRI Standard 270.
- Refer to refrigerant piping program for line sizing and line length.
- Refrigerant (operating) charge is for condensing unit (all circuits) with matching blower coils and 25 ft. of interconnecting refrigerant lines. All units are shipped with a small nitrogen holding charge only.
- Second Column data Coverable to 460 volt

Weight, Clearance & Rigging Diagram - Odyssey Split System Indoor Unit
Item: B1 Qty: 2 Tag(s): 15 Ton AHU

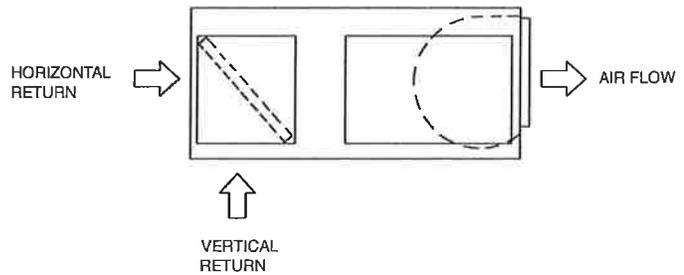


WEIGHTS AND CORNER WEIGHTS

- Shipping:
- Net
- VERTICAL
- Corner 1:
- Corner 2:
- Corner 3:
- Corner 4:
- HORIZOTNAL
- Corner A:
- Corner B:
- Corner C:
- Corner D:



VERTICAL APPLICATION



HORIZONTAL APPLICATION

WEIGHTS AND LOAD POINT LOCATION FOR CONDENSOR

WEIGHT AND RIGGING

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

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

1. **Acceptance.** 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 sale of the described commercial equipment and any ancillary services (the "Equipment"). **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 Equipment in accordance with the Proposal and the Company's 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 Equipment 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.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
4. **Pricing and Taxes.** 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 Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 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 the date of order acceptance, 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. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.
5. **Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
6. **Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.
7. **Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the 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.
8. **Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. 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. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF**

DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

9. 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 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.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. 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 any rights of subrogation.

11. Customer 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, require payment prior to shipping, 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 connection with 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 the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. 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 REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) 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.

13. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 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. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment 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 (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). 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. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company,

Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. 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 of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. 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 Equipment is being used at a site 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.

21. 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.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment 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).

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 sale of the Equipment 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.

23. 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.

1-26.130-4 (0720)
Supersedes 1-26.130-4 (0620)

Invitation to Bid

The Hickman County Finance Office is accepting sealed bids for "Foundation Water Proofing at the School Bus Garage."

All bidders must have 1 million dollar liability insurance, workers compensation insurance and meet the State TCA 49-5-406 regarding working on school property.

Please contact the Hickman County Schools Maintenance Office at 921-729-3391 Ext. 3 for bid specs or online at: www.hickmank12.org/request-for-proposal.

Sealed bids must be mailed or delivered to the Hickman County Finance Office, 114 North Central Avenue, Suite 203, Centerville, TN 37033 and clearly marked on the outside of the envelope "Foundation Water Proofing/School Bus Garage". Bids will be opened on Monday, September 28, 2020 at 10:00 a.m. in the Finance Office.

The Hickman County Board of Education reserves the right to accept or reject any and all bids or parts of bids and to waive any informalities that would prevent the acceptance of a better bid.

No Bids Received

*Present Penny Mayberry
Misty Weems*

RESOLUTION OF THE HICKMAN COUNTY BOARD OF EDUCATION IN SUPPORT OF A
MORATORIUM ON STATE STANDARDIZED TESTING FOR THE 2020-2021 SCHOOL YEAR

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a global pandemic that can lead to serious illness or death and spreads through close contact among individuals; and

WHEREAS, beginning on March 12, 2020, Governor Bill Lee declared Tennessee to be in a state of emergency until June 30, 2020, pursuant to Executive Orders 14 and 36, due to COVID-19; and

WHEREAS, beginning on March 16, 2020, Tennessee schools were closed for the remainder of the 2019-2020 school year, in response to requests made by Governor Bill Lee that they close to combat the spread of COVID-19; and

WHEREAS, on March 18, 2020, the Tennessee General Assembly approved the cancellation of state standardized testing for the 2019-2020 school year, due to the statewide closure of schools and subsequent lack of standardized instruction being delivered to students; and

WHEREAS, on June 22, 2020, the Tennessee State Board of Education approved Emergency Rule 0520-01-17-.01, which requires Tennessee school districts to provide students in grades one (1) through twelve (12) access to six and one half (6 ½) hours of instructional time each school day during the 2020- 2021 school year, even if there are school closures or disruptions related to outbreaks of COVID-19; and

WHEREAS, by Executive Order 50 signed by Governor Bill Lee on June 29, 2020, the state of Tennessee is to remain in a state of emergency until at least August 29, 2020 and COVID-19 continues to spread at a rapid rate in Tennessee; and

WHEREAS, Tennessee schools, in order to comply with State Board requirements, will likely have to engage in remote learning, in whole or in part, during the 2020-2021 academic school year due to the continued spread of COVID-19; and

WHEREAS, pursuant State Board Emergency Rule 0520-01-17-.01, Tennessee school districts are required to each create and implement their own plans to facilitate continuous learning in light of the continued spread of COVID19; and

WHEREAS, Tennessee school districts will be implementing different plans for learning from county to county across the state for the 2020-2021, based upon the needs of their students and COVID-19 outbreaks in each county; and

WHEREAS, Tennessee students will likely face significant academic and behavioral regression upon returning to school, having lost approximately two (2) months of standard instruction and attendance due to the extended closure; and

WHEREAS, when schools resume in August 2020, students will have spent approximately five (5) consecutive months out of school; and

WHEREAS, Tennessee school districts will be focused not only on student growth and safety, but also on recoupment of academic and social and emotional skills lost during the extended closure.

NOW, THEREFORE, be it resolved unanimously on the __2nd__ day of November, 2020, that the Hickman County Board of Education: Supports and respectfully requests a moratorium on state standardized testing and accountability associated with such testing for the 2020-2021 school year, to include end-of-year examinations and formative assessments throughout the year. Hickman County Board of Education requests that, if state standardized testing does continue in some format for the 2020-2021 school year, the results of that testing be used as metrics of student progress rather than to determine district rankings and scorings statewide, due to the disparity in learning methods that will be used across the state in light of COVID-19 and focus on recoupment of students' academic and social/emotional skills lost during the extended school closure.

Amy Bryant, Board Chair

Tim Hobbs, Board Vice Chair

Ronald Gammons, Board Member

Steve Gianakos, Board Member

Jane Herron, Board Member

Jim Hudgins, Board Member

Vance Willis, Board Member

2020 Local Education Agency Compliance Report

Local education agencies (LEAs) are required to comply with all federal and state education laws and State Board of Education (SBE) rules. This annual compliance report is one mechanism the department uses to ensure education laws and rules are faithfully executed. The commissioner of education is charged with taking corrective action when an LEA is noncompliant with those laws and rules or is not following a department-approved compliance plan.

LEAs must complete this report and, if applicable, the corrective action form, and submit it to the department by **November 30, 2020**. During completion, each LEA should carefully check the status of its compliance with all federal and state education laws and SBE rules. The department verifies and monitors LEA compliance via multiple data sources (e.g., Education Information System, internal program managers), and will consider those sources when making final decisions regarding an LEA's compliance status. Beginning school year 2020-21, the department is formally reinstating LEA approval classifications as outlined in SBE Rule [0520-01-02-.01](#). Annual compliance report data may inform an LEA's approval classification.

I certify that the LEA is in compliance with all federal and state education laws and SBE rules.

I certify that, with the exception of areas indicated in the attached corrective action plan, the LEA is in compliance with all federal and state education laws and SBE rules.

LEA Name:

Director of Schools/Superintendent Name:

Director of Schools/Superintendent Signature:

School Board Chair Name:

School Board Chair Signature:

Date of School Board Approval:

UPLOAD COMPLETED REPORT TO ePlan BY **NOVEMBER 30, 2020**
(including the corresponding corrective action plan if applicable)
Upload instructions are accessible [here](#).

Appendix A

Noncompliance Corrective Action Plan

Instructions: Below is a sample corrective action plan. Using the provided template, report all areas of noncompliance and include corrective action details. Click the attachment (paper clip) icon in the navigation pane of this PDF to access the Word version of the template, which is editable.

Area of Noncompliance	Scope and Reason(s) for Noncompliance	Corrective Action Step(s)	Person(s) Responsible	Anticipated Completion Date(s)
T.C.A. § 49-5-413(a) – Background Checks	Due to a misunderstanding of T.C.A. § 49-5-413(a) compliance requirements, 104 employees hired prior to 2000 have not been fingerprinted.	<ul style="list-style-type: none"> ▪ Notify the 104 impacted employees and their supervisors of the outstanding requirement and next steps in writing. ▪ Coordinate fingerprinting scheduling, results processing, and related communications. ▪ Notify the TDOE director of LEA approval of compliance plan completion. 	<p>Human Resources Director</p> <p>Human Resources Director</p> <p>Human Resources Director (with director of schools copied)</p>	<p>October 12, 2020</p> <p>October 13 – December 4, 2020</p> <p>December 7, 2020</p>
T.C.A. § 49-1-104 - Average Class Size	While no individual K–12 classes within the district exceed the maximum number of students, class size averages at the three elementary schools are not in compliance.	The commissioner approved our corresponding waiver request on August 6, 2020.	NA	NA

Appendix B

For your convenience, the following is a list of helpful links to various state education laws and SBE rules available online.

Public chapters regarding education passed during the 2020 legislative session:

https://www.tn.gov/content/dam/tn/education/legal/2020_legislative_report_version1.pdf

Current and pending SBE rules:

<https://www.tn.gov/sbe/rules--policies-and-guidance.html>

SBE frequently asked questions:

<https://www.tn.gov/sbe/about-us/frequently-asked-questions.html>

Tennessee Code Annotated:

<http://www.lexisnexis.com/hottopics/tncode/>

If you have questions regarding applicable laws or SBE rules, please contact the department's deputy general counsel, Lee Danley, at (615) 253-1550 or Lee.Danley@tn.gov.



Misty Shelton
Director of Accountability
Hickman County Schools
115 Murphree Avenue
Centerville, Tennessee 37033

To: School Board Members
From: Misty Shelton
Date: November 2020

2nd Reading:

Policy 6.409 - Reporting Child Abuse- This month, the General Assembly made significant changes to several statutes that govern child abuse reporting requirements. Two of the most notable changes are: (1) the requirement to have one employee designated as the Child Abuse Coordinator at each school; and (2) the prohibition against notifying parents/guardians of suspected child abuse that occurs on school property. TSBA has revised their model policy to align with the new law.

The following policies were approved on 1st reading in October and have suggested revisions from TSBA, see attached policies.

- 5.200 Separation Practices for Tenured Teachers
- 5.201 Separation Practices for Non-Tenured Teachers
- 5.202 Separation Practices for Non-Certified Employees
- 5.302 Sick Leave
- 5.303 Personal and Professional Leave
- 5.304 Long Term Leaves of Absence
- 5.305 Family and Medical Leave

Up for review:

- 5.400- Health Examinations/Communicable Diseases
- 5.401- Acquired Immune Deficiency Syndrome
- 5.402- Hepatitis B
- 5.403- Drug and Alcohol Testing for Employees
- 5.500- Discrimination/Harassment
- 5.501- Complaints and Grievances- Add after line 17 as #1 Age Discrimination Employment Act;
- 5.502- Complaints about School Personnel
- 5.600- Staff Rights and Responsibilities
- 5.601- Staff Conflicts of Interest
- 5.602- Staff Time Schedules
- 5.603- Staff Meetings

Thank you in advance for your careful consideration of these policies.

931-729-3391 ext. 2226

misty.shelton@hickmank12.org

fax 931-729-3834

* Model Policy *

Monitoring: Review: Annually, in April	Descriptor Term: Reporting Child Abuse	Descriptor Code: 6.409	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Director of Schools shall:¹

- 3 1. Designate one employee as the Child Abuse Coordinator (the Coordinator) and an additional
4 employee to serve as the Alternate Child Abuse Coordinator (the Alternate) for each school;
5
- 6 2. Require that the Coordinator and the Alternate receive appropriate training;
7
- 8 3. Supply the Coordinator with all necessary resources;
9
- 10 4. Ensure that all school personnel annually complete the child abuse training program required
11 by state law.²

12 The Coordinator shall assist any employee with appropriately reporting and responding to instances of
3 child abuse or child sexual abuse.

14 **REPORTING**

15 All personnel shall be alert for any evidence of child abuse, sexual abuse, or neglect.³ If personnel
16 know or have reasonable cause to suspect child abuse, sexual abuse, or neglect, a report shall be filed
17 immediately with the Coordinator, the Department of Children's Services (DCS), and law
18 enforcement.⁴

19 The report shall include, to the extent known by the reporter:⁵

- 20 1. The name, address, telephone number, and age of the child;
21
- 22 2. The name, telephone number, and address of the parents or persons having custody of the child;
23
- 24 3. The nature and extent of the abuse or neglect; and
25
- 26 4. Any evidence to the cause or any other information that may relate to the cause or extent of the
27 abuse or neglect.

28 The Director of Schools/designee shall develop reporting procedures, including sample indicators of
29 abuse and neglect, and shall disseminate the procedures to all school personnel.

1 CONFIDENTIALITY

2 District employees shall keep all information regarding any child abuse confidential in accordance
3 with state law.

4 INVESTIGATIONS

5 School administrators and employees have a duty to cooperate, provide assistance, and information in
6 child abuse investigations⁶ including permitting DCS teams to conduct interviews while the child is at
7 school. The principal may control the time, place, and circumstances of the interview but may not
8 insist that a school employee be present even if the suspected abuser is a school employee or another
9 student. The principal is not in violation of any laws by failing to inform parent(s)/guardian(s) that the
10 child is to be interviewed even if the suspected abuser is not a member of the child's household.⁷

Legal References

1. H.B. 2461, 111th Tenn. Gen. Assembly (2020)
2. TCA 37-1-408
3. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605(a)(4)
4. TCA 37-1-403(a)(2); H.B. 2461, 111th Tenn. Gen. Assembly (2020)
5. TCA 37-1-403(b)
6. TCA 37-1-611(b)
7. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

Cross References

Recommendations and File Transfers 5.203
Staff-Student Relations 5.610
Interrogations and Searches 6.303
Student Discrimination, Harassment, Bullying, Cyberbullying, and Intimidation 6.304
Title IX & Sexual Harassment 6.3041

* Replace w/ model policy *

Hickman County Board of Education			
	Descriptor Term: Child Abuse and Neglect	Descriptor Code: 6.409	Issued Date: 02/04/19
		Rescinds: 6.409	Issued: 08/06/18

1 **REPORTING**

2 All personnel shall be alert for any evidence of child abuse or neglect.

3 Child abuse is defined as any wound, injury, disability, or physical or mental condition which is of
4 such nature as to reasonably indicate that it has been caused by brutality, abuse, or neglect or which on
5 the basis of available information reasonably appears to have been caused by such. Staff members
6 having knowledge or suspicion of any child who is suffering from abuse or neglect shall report such
7 harm immediately.^{1,2} The report shall be made to the judge having juvenile jurisdiction, the office of
8 the chief law-enforcement official where the child resides, or to the Department of Children's Services
9 in a manner specified by the department, either by contacting a local representative of the department
10 or by utilizing the department's centralized intake procedure where applicable.¹

11 The report shall include:³

- 12 1. The name, address and age of the child;
- 13
- 14 2. The name and address of the parents or persons having custody of the child;
- 15
- 16 3. The nature and extent of the abuse or neglect; and
- 17
- 18 4. Any evidence to the cause or any other information that may relate to the cause or extent of
- 19 the abuse or neglect.¹

20 The person reporting shall be immune from liability and his identity shall remain confidential except
21 when the juvenile court determines otherwise.⁴

22 Notice that a report was filed, and any other information relevant to the wellbeing of the child, shall be
23 verbally provided to the parent(s)/guardian(s) within twenty-four (24) hours of filing. This notice shall
24 be made in coordination with DCS. Notice shall not be provided if there is reasonable cause to believe
25 that the parent or legal guardian may be the perpetrator or in any way responsible for abuse.⁵

26 The director of schools shall develop reporting procedures, including sample indicators of abuse and
27 neglect, and shall disseminate the procedures to all school personnel. However, nothing in the
28 reporting procedures shall eliminate the staff member's legal responsibility to directly make a report to
29 the authorities stated above.⁶

1 INVESTIGATIONS

2 School administrators and employees have a duty to cooperate, provide assistance and information in
3 child abuse investigations ⁷ including permitting child abuse review teams to conduct interviews while
4 the child is at school; the principal may control the time, place and circumstances of the interview, but
5 may not insist that a school employee be present even if the suspected abuser is a school employee or
6 another student. The principal is not in violation of any laws by failing to inform parents that the child
7 is to be interviewed even if the suspected abuser is not a member of the child's household.⁸

Legal References

1. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605
2. TCA 37-1-403(a)(2)
3. TCA 37-1-403(b); TCA 49-6-1601(b)
4. TCA 37-1-409(a)(1)
5. TCA 37-1-605(d); TCA 49-6-1601
6. TRR/MS 0520-01-03-.08(2)(e)
7. TCA 37-1-611(b)
8. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

Cross References

Recommendations and File Transfers 5.203
Staff-Student Relations 5.610
Interrogations and Searches 6.303
Student Discrimination, Harassment, Bullying,
Cyber-bullying, and Intimidation 6.304

<BillNo> <Sponsor>

SENATE BILL 2269

By Yarbro

AN ACT to amend Tennessee Code Annotated, Title 49,
Chapter 6, Part 13, relative to the family life
curriculum.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 49-6-1304(a), is amended by adding
the following language as a new subdivision:

(14) Provide instruction on the prevention of dating violence.

SECTION 2. This act shall take effect July 1, 2020, the public welfare requiring it.



Misty Shelton
Director of Accountability
Hickman County Schools
115 Murphree Avenue
Centerville, Tennessee 37033

To: School Board Members
From: Misty Shelton
Date: November 2020

2nd Reading:

Policy 6.409 - Reporting Child Abuse- This month, the General Assembly made significant changes to several statutes that govern child abuse reporting requirements. Two of the most notable changes are: (1) the requirement to have one employee designated as the Child Abuse Coordinator at each school; and (2) the prohibition against notifying parents/guardians of suspected child abuse that occurs on school property. TSBA has revised their model policy to align with the new law.

The following policies were approved on 1st reading in October and have suggested revisions from TSBA, see attached policies.

- 5.200 Separation Practices for Tenured Teachers
- 5.201 Separation Practices for Non-Tenured Teachers
- 5.202 Separation Practices for Non-Certified Employees
- 5.302 Sick Leave
- 5.303 Personal and Professional Leave
- 5.304 Long Term Leaves of Absence
- 5.305 Family and Medical Leave

Up for review:

- 5.400- Health Examinations/Communicable Diseases
- 5.401- Acquired Immune Deficiency Syndrome
- 5.402- Hepatitis B
- 5.403- Drug and Alcohol Testing for Employees
- 5.500- Discrimination/Harassment
- 5.501- Complaints and Grievances- Add after line 17 as #1 Age Discrimination Employment Act;
- 5.502- Complaints about School Personnel
- 5.600- Staff Rights and Responsibilities
- 5.601- Staff Conflicts of Interest
- 5.602- Staff Time Schedules
- 5.603- Staff Meetings

Thank you in advance for your careful consideration of these policies.

931-729-3391 ext. 2226

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fax 931-729-3834

Hickman County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 06/04/18
		Rescinds: 5.200	Issued: 07/07/14

1 SUSPENSION PENDING AN INVESTIGATION ¹

2 The director of schools may suspend a teacher at any time that may seem necessary, pending investigation or
3 final disposition of a case before the board or an appeal. If the matter under investigation is not the subject of an
4 ongoing criminal investigation or a department of children's services investigation, and if no charges for
5 dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in duration.
6 Under no circumstances shall the director of schools suspend a teacher with pay. If vindicated or reinstated, the
7 teacher shall be paid full salary for the period of suspension.

8 SUSPENSION OF THREE DAYS OR LESS ^{2,3,4}

9 A director of schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty,
10 unprofessional conduct and insubordination. Before an employee is suspended he/she shall be: (1) provided
11 with written notice, including the reasons for the suspension along with an explanation of the evidence; (2)
12 given an opportunity to respond to the director at a conference, if requested within five (5) days; and (3) given a
13 written decision of the suspension within ten (10) days. Both parties may be represented by counsel at the
14 conference, which shall be recorded.

15 Under no circumstances shall a director of schools suspend a tenured teacher with pay. If reinstated, the tenured
16 teacher shall be paid full salary for the period of suspension, unless suspension without pay is deemed to be an
17 appropriate penalty.

18 DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS ⁵

19 The Board shall maintain a list of qualified individuals who have indicated a willingness to act as impartial
20 hearing officers, as defined under Tennessee law.

21 When charges are made against a tenured teacher, charging the teacher with offenses which may justify
22 dismissal or a suspension greater than three days, the charges shall be made in writing, specifically stating the
23 offenses which are charged and shall be signed by the party or parties making the charges.

24 If, in the opinion of the Board, the charges are of such nature as to warrant the release or a suspension greater
25 than three days of the teacher, the director of schools shall give the teacher a written notice of this decision, a
26 copy of the charges against the teacher, and a copy of a form provided by the Commissioner of Education
27 advising the teacher of his/her legal duties, rights and recourse.

28 A tenured teacher who has been given notice of charges against him/her may within thirty (30) days after receipt
29 of notice give written notice to the director of schools of his/her request for a hearing.

30 The director of schools shall, within five (5) days after receipt of request, assign a hearing officer from the list
31 maintained by the Board.

1 The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the parties or
2 the attorneys for the parties, or both, to appear before the hearing officer for simplification of issues and the
3 scheduling of the hearing. That hearing shall be set no later than thirty (30) days following receipt of the initial
4 request for a hearing. In the discretion of the hearing officer, all or part of any prehearing conference may be
5 conducted by telephone if each participant has an opportunity to participate, be heard, and to address proof and
6 evidentiary concerns. The hearing officer is empowered to issue appropriate orders and to regulate the conduct
7 of the proceedings.

8 Either party may appeal to the Board of Education an adverse ruling by giving written notice of appeal within
9 ten (10) working days of the hearing officer's delivery of the hearing officer's written findings and conclusions.
10 The director of schools shall prepare a copy of the proceedings, including all transcripts and evidence,
11 documentary or otherwise, and transmit the same to the Board within twenty (20) days of the receipt of the
12 notice of appeal.

13 The Board shall hear the appeal on the record, and no new evidence may be submitted by either party. The
14 appealing party may appear before the Board to argue why the adverse ruling should be over- turned. In no
15 event should such argument last more than fifteen (15) minutes, unless the Board should vote to extend
16 additional time. At the conclusion of the hearing, any member of the Board may vote to sustain the decision of
17 the Hearing officer, send the record back for additional evidence, revise the penalty or reverse the decision. The
18 Board shall render its decision within ten (10) working days after the conclusion of the hearing. In the event
19 that the decision of the Board is appealed to the Chancery court, the Board shall transmit the entire record
20 prepared by the director and reviewed by the Board to the Chancery court for its review.

21 RESIGNATION

22 A teacher shall give the director of schools notice of resignation at least thirty (30) days before the effective date
23 of the resignation. A teacher who fails to give such notice, in the absence of justifiable extenuating
24 circumstances, shall forfeit all tenure status. The Board may waive the thirty (30) days' notice requirement and
25 permit a teacher to resign in good standing.

26 The conditions under which it is permissible to break a contract with the Board are as follows:

- 27 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement
28 of a physician approved by the Board;
- 29 2. The release by the Board of the teacher from the contract which the teacher has entered into with the
30 Board.⁶

31 Any teacher on leave shall notify the director of schools in writing at least thirty (30) days prior to the date of
32 return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to
33 render such notice may be considered a breach of contract.⁷

34 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the State
35 Board of Education and request the suspension of a teacher's certificate. After the State Board of Education has
36 provided the teacher an opportunity for defense during a hearing, the Commissioner may suspend the certificate
37 for no less than thirty (30) and no more than three hundred sixty-five (365) days.⁸

1 RETIREMENT

2 Retirement shall mean a termination of services under conditions which will allow the employee to draw
3 benefits from retirement plans and/or social security benefits. Employees eligible for retirement benefits may
4 elect to retire at any age according to the provisions of the retirement system.

5 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
6 responsibility of the retiring employee to provide verification of eligibility in writing from TCRS to the central
7 office. It shall be the responsibility of the retiring employee to file for benefits.

8 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss
9 of retirement benefits. Retired teachers may substitute teach for an additional ninety (90) days if the director of
10 schools certifies in writing to the Division of Retirement that no other qualified personnel are available to
11 substitute teach.⁹

12 The director of schools may employ teachers retired for at least one year for full-time employment as a
13 kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost or
14 suspended under certain conditions, which include but are not limited to the following:¹⁰

- 15 1. The director of schools of the employing system must certify in writing that no other qualified
16 individuals are available to fill the position;
- 17 2. The Commissioner of Education must certify that the employing school system serves an area that lacks
18 qualified teachers to serve in the position to be filled;
- 19 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 20 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or receive
21 medical insurance coverage; and
- 22 5. The salary paid to the retired member shall not be less than the rate of compensation set by the Board
23 for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the
24 rate of compensation set by Board for teachers with comparable training and years of experience filling
25 similar positions.

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301 (b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511 through 513
5. TCA 49-5-512, 513
6. TCA 49-5-508
7. TCA 49-5-706
8. TCA 49-5-411
9. TCA 8-36-805
10. TCA 8-36-821

Hickman County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Non-Tenured Teachers	Descriptor Code: 5.201	Issued Date: 06/04/18
		Rescinds: 5.201	Issued: 08/07/17

1 **SUSPENSION PENDING AN INVESTIGATION**¹

2 The director of schools may suspend a teacher at any time that may seem necessary, pending
3 investigation or final disposition of a case before the board or an appeal. If the matter under
4 investigation is not the subject of an ongoing criminal investigation or a department of children's
5 services investigation, and if no charges for dismissal have been made, a suspension pending
6 investigation shall not exceed ninety (90) days in duration. Under no circumstances shall the director
7 of schools suspend a non-tenured teacher with pay. If vindicated or reinstated, the non-tenured teacher
8 shall be paid full salary for the period of suspension.

9 **SUSPENSION OF THREE DAYS OR LESS**²

10 A director of schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty,
11 unprofessional conduct and insubordination. Before an employee is suspended he/she shall be: (1)
12 provided with written notice, including the reasons for the suspension along with an explanation of the
13 evidence; (2) given an opportunity to respond to the director at a recorded conference, if requested
14 within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both
15 parties may be represented by counsel at the conference, which shall be recorded.

16 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS**

17 The director of schools may dismiss or suspend for more than three days any non-tenured teacher
18 **during the contract year** for incompetence, inefficiency, insubordination, improper conduct or
19 neglect of duty after giving the non-tenured teacher, in writing, due notice of the charges.

20 The director of schools shall give the non-tenured teacher an opportunity for a full and complete
21 hearing before an impartial hearing officer.²

22 The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will
23 hear the case and the employee shall have the right to:

- 24 1. be represented by counsel;
- 25 2. call and subpoena witnesses;
- 26 3. examine all witnesses; and
- 27 4. require that all testimony be given under oath.

28 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to
29 the affected employee within ten (10) working days following the close of the hearing. The employee
may appeal the decision to the Board within ten (10) working days of the hearing officer rendering the
31 written decision to the employee. Written notice of appeal to the Board shall be given to the director of

1 schools. Within twenty (20) days' of receipt of notice, the director shall prepare a copy of the
- proceedings, transcript, documentary and other evidence presented and provide the Board a copy of the
3 same.

4 The Board shall hear the appeal. No new evidence shall be introduced. The non-tenured teacher may
5 appear in person or be represented by counsel and argue why the decision should be modified or
6 reversed. The Board shall take one of the following actions:

- 7 1. sustain the decision;
- 8 2. send the record back if additional evidence is necessary; or
- 9 3. revise the penalty or reverse the decision.

10 Before any decision to dismiss is made, a majority of the membership of the Board shall concur in
11 sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days
12 after the conclusion of the hearing.

13 The director of schools shall also have the right to appeal any adverse ruling by the Hearing Officer in
14 same manner as the non-tenured teacher.

15 Within twenty (20) days after receipt of notice of the decision of the Board, either party may appeal to
16 the chancery court in the county where the school system is located. The Board shall provide the entire
17 record of the hearing to the court.

18 **NONRENEWAL**

19 Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of
20 employment enjoyed by tenured teachers except that they have no claim upon continuing employment
21 or tenure protections.

22 The principal is responsible for discussing deficiencies as part of the evaluation process with the non-
23 tenured teacher and providing assistance for overcoming these deficiencies.

24 The director of schools is under no obligation to re-employ non-tenured teachers at the end of their
25 con- tract period. If the director of schools determines not to renew the contract of a non-tenured
26 teacher,¹ the following action shall be taken:

- 27 1. The Board shall be notified at the next regular board meeting; and
- 28 2. Written notice of non-renewal shall be hand delivered or sent to the employee by registered
29 mail so that it will be received by the employee within five (5) business days following the last
30 instructional day for the school year.³

31 **RESIGNATION**

32 A teacher shall give the director of schools notice of resignation at least thirty (30) days before the
33 effective date of the resignation.⁴ The Board may waive the thirty (30) days-notice requirement and
34 permit a teacher to resign in good standing.

The conditions under which it is permissible to break a contract with the Board are as follows:

- 1 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
2 statement of a physician approved by the Board;
- 3 2. The release by the Board of the teacher from the contract which the teacher has entered into
4 with the Board.

5 Any teacher on leave shall notify the director of schools in writing at least thirty (30) days' prior to the
6 date of return if the teacher does not intend to return to the position from which he/she has taken leave.
7 Failure to render such notice may be considered a breach of contract.⁵

8 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
9 the State Board of Education and request the suspension of a teacher's certificate. After the State
10 Board of Education has provided the teacher an opportunity for defense during a hearing, the
11 Commissioner may suspend the certificate for no less than thirty (30) and no more than three hundred
12 sixty-five (365) days.⁶

13 RETIREMENT

14 Retirement shall mean a termination of services under conditions which will allow the employee to
15 draw benefits from retirement plans and/or social security benefits.

16 Employees eligible for retirement benefits may elect to retire at any age according to the provisions of
17 the retirement system. Central office personnel shall assist employees in securing retirement benefits;
18 however, it shall be the responsibility of the retiring employee to provide verification of eligibility in
19 writing from TCRS to the central office. It shall be the responsibility of the retiring employee to file
20 for benefits.

21 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year
22 without loss of retirement benefits. Retired teachers may substitute teach for additional days if the
23 director of schools certifies in writing to the Division of Retirement that no other qualified personnel
24 are available to substitute teach.⁷

25 The director of schools may employ teachers retired for at least one year for full-time employment as a
26 kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost
27 or suspended under certain conditions, which include but are not limited to the following:⁸

- 28 1. The director of schools of the employing system must certify in writing that no other qualified
29 individuals are available to fill the position;
- 30 2. The Commissioner of Education must certify that the employing school system serves an area
31 that lacks qualified teachers to serve in the position to be filled;
- 32 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 33 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or
34 receive medical insurance coverage; and
- 35 5. The salary paid to the retired member shall not be less than the rate of compensation set by the
36 Board for teachers with no experience filling similar positions, nor more than eighty-five
37 percent (85%) of the rate of compensation set by Board for teachers with comparable training
38 and years of experience filling similar positions.

- 1 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*
- 2 *does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of*
- 3 *non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this*
- 4 *policy.)*

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(GG); TCA 49-5-512(d)
3. TCA 49-5-409
4. TCA 49-5-508
5. TCA 49-5-706
6. TCA 49-5-411(b)(4)
7. Public Acts of 2017, Chapter No. 287
8. TCA 8-36-821

Cross References

Recommendations and File Transfers 5.203

Hickman County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Non- Certified Employees	Descriptor Code: 5.202	Issued Date: 06/04/18
		Rescinds: 5.202	Issued: 12/05/11

1 SUSPENSION

2 A director of schools/designee may suspend an employee at any time when deemed necessary.[†] ~~Before~~
3 ~~an employee is suspended s/he shall be: (1) provided with reasons for the suspension; (2) given an~~
4 ~~opportunity to respond; and (3) given a written decision of the suspension.~~

5 Under no circumstances shall a director of schools suspend an employee with pay. If reinstated, the
6 employee shall be paid full salary for the period of suspension, unless suspension without pay is
7 deemed to be an appropriate penalty.

8 DISMISSAL

9 All non-certified (classified) employees are employed at the will of the director. The director of
10 schools may dismiss any non-certified employee during the contract year for any reason.

11 RESIGNATION

12 Support personnel shall give the immediate supervisor written notice of resignation at least two (2)
13 weeks (ten (10) working days) in advance of the effective date of voluntary termination. The ten (10)
14 working days may be waived by the director of schools for justifiable reason.

15 The immediate supervisor shall forward copies the day received to the director of schools' office. The
16 payroll office will prepare final payment for the next appropriate scheduled pay day.

17 RETIREMENT

18 Retirement shall mean a termination of services under conditions which will allow the employee to
19 draw benefits from retirement plans and/or social security benefits.

20 Employees eligible for retirement benefits may elect to retire at any age according to the provisions of
21 the retirement system.

22 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
23 responsibility of the retiring employee to provide verification of eligibility in writing from TCRS to the
24 central office. It shall be the responsibility of the retiring employee to file for benefits.

25 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year
26 without loss of retirement benefits.

27

Legal References

1. TCA 49-2-301(b)(1)(EE)—(FF)

Cross References

Recommendations and File Transfers 5.203

Hickman County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Issued Date: 06/04/18
		Rescinds: 5.302	Issued: 09/13/99

1 **LICENSED PERSONNEL**

2 The time allowed for sick leave for professional personnel shall be one (1) day for each month
3 employed during the school year and shall accumulate for an unlimited number of days.¹

4 Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or
5 illness or death of a member of the immediate family of a teacher, including the teacher's wife or
6 husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law,
7 daughter-in-law, son-in-law, brother-in-law, and sister-in-law.²

8 A signed statement listing the cause of absence shall be provided by the employee on forms furnished
9 by the director of schools and shall promptly be given to the immediate supervisor in support of all
10 claims for sick leave pay. A falsified statement shall be grounds for dismissal.

11 A certificate from the physician on forms furnished by the Board may be required in support of any
12 claim for sick leave pay.¹

13 In case of doubt, the Board of Education shall have final authority as to who is entitled to leave under
14 this section and the time for which the leave may be allowed.³

15 A teacher in need of sick leave shall be allowed to use unearned sick leave up to the amount of days
16 which such teacher may accumulate during the remainder of the school year in which he is employed.
17 Such advance use of sick leave shall be charged to sick leave accumulated in the same school year.⁴

18 Upon termination of the employment of such teacher-before-such-days are earned or at the end of the
19 school year, there shall be deducted from the final salary of each teacher an amount based on his daily
20 rate of pay sufficient to cover the excess sick leave days used by him and if such final salary is
21 insufficient for this purpose the teacher shall be liable for reimbursement of any amount in excess of
22 his final salary.⁴

23 The principal shall notify the director of schools' office at once if an employee is sick beyond the limit
24 of his/her sick leave accumulation. The substitute teacher, beyond this point, must have a certificate or
25 permit and must be paid according to the state salary scale.

26 Permanent, cumulative sick leave records for each active professional employee shall be kept in the
27 director of schools' office.

28 A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee
29 school system, provided that the director of schools of the system in which the accumulated leave was
30 held provides notarized verification.¹

1 ~~Sick leave for maternity purposes may be taken during the period of physical disability only. A teacher~~
 2 ~~may use up to thirty (30) days of accumulated sick leave for the adoption of a child. If both adoptive~~
 3 ~~parents are teachers only one parent may request leave. Written verification from the adoption agency~~
 4 ~~or other entity handling the adoption shall be required before the leave is granted.¹~~

5 **SUPPORT PERSONNEL**

6 Sick leave shall be the same for support personnel as for certified employees.

7 The time allowed (days earned) for sick leave shall be one (1) day for each month an employee is
 8 employed except bus drivers, who shall earn one half (1/2) day for each month employed.

9 Sick leave shall be cumulative for all earned days not used.

10 At the termination of the employment of any employee, all unused sick leave accumulated by the
 11 employee shall be terminated.

12 The immediate supervisor may require a physician's certificate stating the reason for absence.

13 Frequent and misuse of sick leave by an individual are sufficient grounds for requiring a physician's
 14 certificate stating the reason for absence.

15 A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee
 16 school system, provided that the director of schools of the system in which the accumulated leave was
 7 held provides notarized verification.¹

18 ~~Sick leave for maternity purposes may be taken during the period of physical disability only. A teacher~~
 19 ~~may use up to thirty (30) days of accumulated sick leave for the adoption of a child. If both adoptive~~

Legal References

1. TCA 49-5-710(a)(1)
2. TRR/MS 0520-01-02-.04(2)
3. TCA 49-5-710(a)(5)
4. TCA 49-5-710(a)(2)

Cross References

Workers' Compensation 3.602
 Short Term Leaves of Absence 5.300
 Family and Medical Leave 5.305
 Physical Assault Leave 5.307

Hickman County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="text-align: center;">Personal and Professional Leave</h2>	Descriptor Code: <h3 style="text-align: center;">5.303</h3>	Issued Date: <h3 style="text-align: center;">06/04/18</h3>
		Rescinds: <h3 style="text-align: center;">5.303</h3>	Issued: <h3 style="text-align: center;">08/02/99</h3>

1 Personal and professional leave shall be granted in accordance with laws of the State of Tennessee and
 2 rules and regulations of the State Board of Education.

3 Certified employees shall earn personal and professional leave at the rate of one day for each half-year
 4 employed for a total of two (2) days per year. Employees may have their days of personal leave prior
 5 to having earned it. Any personal and professional leave remaining unused at the end of a year shall be
 6 credited to sick leave.¹

7 If, at the termination of services, any employee has been absent for more days than leave has been
 8 earned, an amount sufficient to cover the excess days used shall be deducted from the employee's final
 9 salary payment.

10 Subject to the following conditions, personal leave may be taken at the discretion of the employee:

- 11 1. Except in emergency, each employee shall give the principal at least one day's notice in
 12 writing of intent to take leave;
- 13 2. The approval of the principal of the school shall be required:²
 - 14 a. If more than ten percent (10%) of the teachers in any given school request its
 - 15 use on the same day;
 - 16 b. If requested during any prior established student examination period;
 - 17 c. If requested on the day immediately preceding or following a holiday or
 - 18 vacation period.
 - 19 d. If personal leave is requested for days scheduled for professional development
 - 20 or in-service training, according to a school calendar adopted by the Board prior
 - 21 to the commencement of the school year; or
 - 22 e. If personal leave is requested for days scheduled for parent-teacher conferences,
 - 23 according to a school calendar adopted by the Board prior to the commencement
 - 24 of the school year.
 - 25
 - 26

From Model Policy

27 Professional leave is a short, temporary absence for the purpose of attending workshops and other
 28 meetings relating to school business or serving on boards and commissions which meet during daytime
 29 hours when appointed by a mayor, city council, county executive or county commission.³

30 Requests shall be submitted to the principal at least five (5) days prior to requested leave of absence.

31 In addition, certified employees shall be granted leave to serve on any board or commission of the state
 when the appointment is made by the Governor or General Assembly. Such leave shall not be counted

1 against any other accumulated leave credits. The employee shall notify the principal at least five (5)
2 days prior to leave being taken.

3 Support Personal may use two (2) leave days per school year as "personal leave". Personal leave may
4 be used for religious holidays, deaths not covered by sick leave, civic duties, personal business, or for
5 attendance of professional meetings excluding optional in-service meetings).

Legal References

1. TCA 49-5-711(a); TRR/MS 0520-01-02-.04(3)
2. TCA 49-5-711(c)(1)
3. TCA 49-5-205

Cross References

Short Term Leaves of Absence 5.300

Hickman County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Long-Term Leaves of Absence for Professional Personnel	Descriptor Code: 5.304	Issued Date: 06/04/18
		Rescinds: 5.304	Issued: 11/03/03

1 Any person holding a position requiring a license to teach shall be granted leave for military service,
2 legislative service, maternity, adoption, recuperation of health, educational improvements or other
3 sufficient reason without loss of accumulated leave credits, tenure status, or other fringe benefits.¹ All
4 leaves shall be requested in writing at least thirty (30) days in advance on forms provided by the
5 director of schools. The 30-day notice may be waived or reduced by the director of schools upon
6 submission of a certified statement by a physician. The application for leave forms shall require:

- 7 1. A description of the type of leave requested;
- 8 2. The requested dates for beginning and ending the leave; and
- 9 3. A statement of intent to return to the position from which leave is granted.¹

10 Each request for leave must be acted upon by the director of schools within fifteen (15) days. Each
11 applicant shall be notified in writing of the action of the director and the beginning and ending dates of
12 the leave which is granted.² All leaves, except military leave, shall be from a specific date to a specific
13 date. However, any leave may be extended by the director of schools upon written request from the
14 teacher. Military leave shall be granted for whatever period may be required. The procedure and
15 condition for extending a leave are the same as those used when originally requesting and granting the
16 leave.³

17 Positions vacated for less than twelve (12) months by teachers on leave shall be filled with an interim
18 teacher while the teacher is on leave. If the teacher returns from leave within 12 months, the interim
19 teacher shall relinquish the position. If the leave exceeds twelve (12) months, the teacher shall be
20 placed in the same or a comparable position upon return.⁴

21 Part-time leaves may be granted by the director of schools upon written request for the same conditions
22 as for full-time leave.

23 Any teacher on leave shall notify the director of schools at least thirty (30) days prior to the date of
24 return if the teacher does not intend to return to the position from which he/she is on leave. Failure to
25 give such notice shall be considered breach of contract.⁵

26 PAY AND BENEFITS

27 All leave granted in conformance with this policy shall be without pay except as may be covered by
28 sick leave in the case of maternity and recuperative leaves. All benefits provided by the Board
29 terminate at the beginning date of the leave. Employees shall have the opportunity to continue
30 participation, at their own expense, in group insurance plans subject to restrictions of the insuring
31 carriers.

- 1 ~~If the leave qualifies as FMLA leave, the Board shall keep the employee under its group health~~
2 ~~insurance plan only, provided the employee participates in the group health insurance plan and chooses~~
3 ~~to remain in the group health insurance plan, for the first twelve weeks of the leave. After such time,~~
4 ~~the employee shall have the opportunity to continue participation, at their own expense, in the group~~
5 ~~insurance plan subject to restrictions of the insuring carrier.~~
- 6 ~~Employees who take leave under the provisions of the Family Medical Leave Act (FMLA) shall have~~
7 ~~the same portion of their insurance premiums paid by the Board as is paid for active employees. This~~
8 ~~leave is limited to twelve (12) weeks and subject to the restrictions and conditions of the Family and~~
9 ~~Medical Leave Act.~~

Legal References

1. TCA 49-5-702
2. TCA 49-5-703
3. TCA 49-5-704
4. TCA 49-5-705
5. TCA 49-5-706

Cross References

Family and Medical Leave 5.305
Military Leave 5.306
Physical Assault Leave 5.307
Sabbatical Leave 5.308
Legislative Leave 5.309
Interim Employees 5.700

Hickman County Board of Education

Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date: 08/06/18
	Rescinds: 5.305	Issued: 06/04/18

1 PURPOSE

2 ~~To entitle employees to take reasonable leave for medical reasons, for the birth or adoption of a child, and for~~
3 ~~the care of a child, spouse, or parent who has a serious health condition.~~

4 ELIGIBILITY

5 Anyone who has been employed for at least twelve (12) months by the school system and anyone who has at
6 least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for service for
7 purposes of FMLA eligibility¹) during the previous twelve-month period.²

8 GENERAL PRINCIPLES

9 An eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave during a fixed
10 calendar year for the following reasons:

- 11 1. the birth of a child;
- 12 2. the placement of a child with the employee for adoption or foster care;
- 13 3. a serious health condition of the employee that makes the employee unable to perform the essential
14 functions of his or her job position;
- 15 4. the care of a spouse, child, parent, ~~or next of kin of the employee~~ who has a serious health condition;
16 and
- 17 5. any qualifying circumstances arising out of the fact that a spouse, child, or parent of the employee is on
18 covered active duty, or has been notified of an impending call or order to covered active duty, in the
19 Armed Forces.

20 Granting of leave under this policy shall be subject to, and in accordance with, the provisions of applicable
21 federal and state laws. An employee may substitute accrued paid leave for unpaid time. Use of accrued paid
22 leave shall run concurrently with and be counted toward the employee's total period of FMLA leave.

23 MATERNITY/PATERNITY LEAVE

- 24 1. *Relationship between FMLA leave and Tennessee Maternity Act leave*- FMLA leave shall run
25 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible employees
26 leave for a period not to exceed four (4) months for the adoption, pregnancy, childbirth and nursing of a
27 newborn child.³
28
- 29 1. *Teachers' Leave*- In accordance with state law, any teacher who goes on maternity or paternity
30 leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave
31 for maternity or paternity leave purposes. In order to be eligible to use sick leave, written
32 request of the teacher accompanied by a statement from the teacher's physician verifying
33 pregnancy shall be submitted. Upon verification by a written statement from an adoption

1 agency or other entity handling an adoption, a teacher may also be allowed to use accumulated
2 leave for adoption of a child. If both adoptive parents are teachers employed by the district,
3 however, only one (1) parent is entitled to use such leave.⁴
4

5 Spouses who are both eligible employees of the school district are limited to a combined total of twelve
6 (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken for birth and
7 care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who
8 has a serious health condition. Under certain circumstances, spouses who share leave for the birth or
9 adoption of a child may be eligible for limited amounts of additional leave for other qualifying FMLA
10 reasons.⁵

11 LEAVE FOR A SERIOUS HEALTH CONDITION⁶

12 Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when he/she is
13 unable to work because of a serious health condition or to care for an immediate family member with a serious
14 health condition. Granting of such leave shall be subject to the provisions of applicable federal and state laws.
15 Employees shall contact Human Resources to determine if the reason for leave qualifies as Family and Medical
16 Leave. If the leave is foreseeable, the employee shall give thirty (30) days' notice. If the leave is not foreseeable,
17 the employee shall notify Human Resources as soon as practicable—generally, either the same or next business
18 day.

19 LEAVE FOR MILITARY FAMILY MEMBERS

- 20 1. *Qualifying Exigency Leave*⁷ - Eligible employees are entitled to up to twelve (12) workweeks of leave
21 because of any “qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of
22 the employee, as defined under the FMLA, is on active duty, or has been notified of an impending call
23 to active duty, or has been notified of an impended call to active duty status, in the Armed Forces.

24 Qualifying exigencies may include:

- 25 a. issues arising from the service member’s short notice deployment;
26 b. military events and related activities (e.g. official ceremonies, support programs);
27 c. making or updating financial and legal arrangements, attending counseling;
28 d. taking up to fifteen (15) days leave to spend time with a covered service member who is on
29 short-term rest and recuperation leave during deployment; or
30 e. attending post-deployment activities.

- 31
32 2. *Military Caregiver Leave*⁸ - An eligible employee who is the spouse, son, daughter, parent, or next of kin
33 of a covered service member or covered veteran with a serious injury or illness is entitled to up to
34 twenty-six (26) workweeks of leave in a “single twelve (12) month period.” A covered service member
35 is a current member of the Armed Forces, including a member of the National Guard or Reserves, who
36 is undergoing medical treatment, recuperation, or therapy, is otherwise in out-patient status, or is
37 otherwise on the temporary disability retired list, for a serious injury or illness.
38

39 A covered veteran is an individual who was a member of the Armed Forces at any time during the
40 period of five (5) years preceding the date of the medical treatment, recuperation, or therapy that has a
41 serious injury or illness who is currently receiving medical treatment, recuperation, or therapy.
42

43 The calculation of this 5-year period shall not include the interval of October 28, 2009 through March 8,
44 2013. The “single twelve (12) month period” for leave to military caregiver leave begins on the first
45 day the employee takes leave for this reason and ends twelve (12) months later. An eligible employee is
46 limited to a combined total of twenty-six (26) workweeks of leave to provide care for a covered service
47 member. The maximum of twenty-six (26) workweeks may include no more than twelve (12)

workweeks of leave that is taken for the birth and care of a newborn child, for placement of a child for adoption or foster care, for care of a parent who has a serious health condition, or for the employee's own serious health condition.

INTERMITTENT LEAVE⁹

Eligible employees may take FMLA leave intermittently when medically necessary to care for a seriously ill family member, or because of the employee's own serious health condition, or for the care for a newborn, a newly adopted child, or a newly placed foster care child. When a licensed employee requests foreseeable leave for planned medical treatment and the employee would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, the school may require that such employee elect either to take the leave for periods of a particular duration, not to exceed the duration of the planned medical treatment or to transfer temporarily to an available alternative position offered by the school system for which the employee is qualified, and that has equivalent pay and benefits and better accommodates recurring periods of leave.

RESTRICTIONS

1. Notice Requirements

- a. *Employee Notice*¹⁰ - For foreseeable leave, the employee shall provide the director of schools with at least thirty (30) days written notice before the beginning of the anticipated leave.
- b. *District Notice* - Once it has been established that the leave requested qualifies for FMLA, the director of schools/ designee shall notify the employee within three (3) business days (absent extenuating circumstances) that any leave taken pursuant to state leave statutes (paid vacation leave, personal leave, sick leave, or workers' compensation) shall run concurrently with FMLA leave.¹¹ The notice may be given orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than the following pay day.¹²

2. Certification Requirement¹³

- a. The director may require that a request for leave be supported by certification issued by a health care provider with the following information:
 - i. the date on which the serious health condition commenced;
 - ii. the probable duration of the condition;
 - iii. the appropriate medical facts within the knowledge of the health care provider regarding the condition; and
 - iv. a statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed.
- b. If there is any reason to doubt the validity of the certification provided, the director may require, at the expense of the school system, an opinion of a second health care provider.

3. Period Near the End of an Academic Term (Professional Employees)¹⁴

- a. If leave is taken more than five (5) weeks prior to the end of the term, the director of schools may require the employee to continue taking leave until the end of the term if the leave is at least three (3) weeks of duration and the return of employment would occur during the three (3) week period before the end of the term.
- b. If the leave is taken five (5) weeks prior to the end of the term, the director of schools may require the employee to continue taking leave until the end of the term if the leave is greater

1 than two (2) weeks duration and the return to employment would occur during the two (2) week
 2 period before the end of the term.

3 **REQUIREMENTS OF THE BOARD**¹⁵

- 4 1. The employee shall be restored to the same position of employment or an equivalent position with no
 5 loss of benefits, pay, or other terms of employment.
- 6 2. The employee shall be kept under any group health plan for the duration of the leave.
- 7 3. The board may recover the premium paid under the following conditions:
 8 a. the employee fails to return from leave after the period of leave has expired.
 9 b. the employee fails to return to work for a reason other than the continuation, recurrence, or
 10 onset of a serious health condition or other circumstances beyond the control of the employee.

Legal References

1. *Hinson v. Tecumseh Products Co.*, 2000 U.S. App. LEXIS 26778, at *1—10 (6th Cir. Oct. 17, 2000)
2. Federal Family and Medical Leave Act 1993, 29 U.S.C.A. § 2601, 2611—2619
3. TCA 49-5-702; TCA 4-21-408
4. TCA 49-5-710(a)(2); Public Acts of 2018, Chapter No. 907
5. 29 CFR § 825.120(a)(3)
6. 29 CFR § 825.113
7. 29 CFR § 825.126
8. 29 CFR § 825.124; 29 CFR § 825.127
9. 29 CFR § 825.202
10. 29 CFR § 825.302-825.304
11. 29 CFR § 825.207
12. OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v. Morton International, Inc.*, 212 F. 3d 929, 932 (6th Cir. 2000)
13. 29 CFR § 825.305-825.313
14. 29 CFR § 825.602
15. 29 U.S.C.A. § 2614

Cross References

Sick Leave 5.302
 Long Term Leaves 5.304

Hickman County Board of Education

	Descriptor Term: Personnel Health Examinations / Communicable Diseases	Descriptor Code: 5.400	Issued Date: 07/02/18
		Rescinds: 5.400	Issued: 08/02/99

- 1 All employees, prior to entering service, shall present a certificate showing a satisfactory health record.¹
- 2 Employees shall inform the director of schools whenever they contract a contagious or communicable
- 3 disease.

- 4 No employee who has any communicable disease shall perform his/her duties in any location where such
- 5 might endanger the health of school children. The Board shall require any employee to submit to a
- 6 physical examination by a physician whenever there is reason to believe that the employee has any
- 7 communicable disease.²

- 8 The director of schools shall reassign or suspend any employee who is suspected of having a
- 9 communicable disease which might endanger the health of children, pending investigation and final
- 10 disposition of the case before the Board.³

- 11 To assist the Board in making final disposition of the case, the director of schools may refer the case to
- 12 the County Health Office or other medical experts.

- 13 The Board shall use the written report to determine the employment status of the employee.

Legal References

1. TRR/MS 0520-01-03-.08(2)(f)
2. TCA 49-2-203(b)(2); TCA 49-5-710(a)(7); TCA 49-5-404
3. TCA 49-5-511(a)(3)

Cross References

Section 504 & ADA Grievance Procedures 1.802
 Suspension/Dismissal 5.200-202

Hickman County Board of Education			
	Descriptor Term:	Descriptor Code:	Issued Date:
	Acquired Immune Deficiency Syndrome (AIDS)	5.401	07/02/18
		Rescinds:	Issued:
		5.401	05/01/06

1 **LIABILITY AND NON-DISCRIMINATION**

2 No employee who is diagnosed with HIV infection or AIDS shall be prevented from continuing his/her
3 employment. No disciplinary action may be taken against an employee solely on the basis of HIV
4 infection or AIDS. Action may be taken against an employee only if s/he is disabled and the disability
5 interferes with his/her ability to perform the activities involved in employment duties. The Board shall
6 make reasonable accommodation to enable the employee to perform employment duties as may be
7 required by state or federal law.¹

8 **HIV/AIDS TESTING**

9 No school official can require any employee to undergo an HIV antibody test or other HIV-related test.
10 This does not preclude school officials from requiring an employee to undergo an examination when
11 another communicable illness is suspected.²

12 **CONFIDENTIALITY**

13 If information is received regarding an employee’s HIV status, the director of schools may consult with
14 the school board attorney on the appropriate course of action to pursue, bearing in mind the school
15 system’s potential liability for defamation, employment discrimination, and breach of confidentiality
16 requirements.³

17 Information about an employee’s HIV status is not to be documented in the employee’s personnel file
18 and shall not be faxed.^{1,3}

19 Information obtained is confidential and may not be released to anyone except:³

- 20 1. Persons named on an Authorization for Release of Confidential HIV-Related
- 21 Information Form;
- 22
- 23 2. Persons listed on a court order, and
- 24
- 25 3. Persons authorized to receive such information without a release or court order according
- 26 to TCA 68-10-113.
- 27

28 **Under no circumstances shall information identifying an employee with AIDS be released to the**
29 **public.**

30

1 **INFECTION CONTROL**
2

3 To prevent and manage exposure in the workplace, all school system employees will receive in-service
4 training and education annually regarding HIV/AIDS and OSHA's Blood-borne Pathogens Standard.
5 The Board shall follow the most current Centers for Disease Control and Prevention (CDC) Universal
6 Precautions for Prevention of Transmission of Human Immunodeficiency Virus, Hepatitis B Virus, and
7 Other Blood-borne Pathogens in Health Care Settings.³
8

9 **EDUCATION AND TRAINING**

10 Annually, the director of schools shall ensure that all employees, including newly hired staff, receive
11 current HIV training. These programs can utilize the educational/training resources of agencies or private
12 institutions with personnel trained in the areas of HIV/AIDS prevention education.¹

13 The director of schools shall be responsible for developing, revising and implementing the administrative
14 guidelines and procedures for this policy.⁴ The director of schools shall be responsible for enforcing this
15 policy by communicating it to all personnel and by providing necessary instruction to all administrators.

Legal References

1. State Board of Education Policy 5.300
2. 29 CFR § 1630.13(b)
3. TCA 68-10-113
4. TRR/MS 0502-01-03-.08(2)(g)

Cross References

Section 504 & ADA Grievance Procedures 1.802

Hickman County Board of Education			
	Descriptor Term: Hepatitis B (HBV)	Descriptor Code: 5.402	Issued Date: 07/02/18
		Rescinds: 5.402	Issued: 08/02/99

1 All schools shall provide a sanitary environment and shall establish routines for handling body fluids
2 that are recommended by appropriate health professionals.¹

3 All school district personnel shall be advised of routine procedures to follow in handling body fluids.
4 These procedures shall provide simple and effective precautions against transmission of diseases to
5 persons potentially exposed to the blood or body fluids of another. These procedures shall be standard
6 health and safety practices. No distinction shall be made between body fluids from individuals with a
7 known disease and individuals without symptoms or with an undiagnosed disease.

8 The administration shall develop, in consultation with medical personnel, a regulation to be distributed
9 to all staff. Training and appropriate supplies shall be available to all personnel including those involved
10 in transportation and custodial services.

11 In addition to insuring that these health and safety practices are carried out on a districtwide basis, special
12 emphasis shall be placed in those areas of school district operation that potentially present a greater need
13 for these precautions.

14 **CONFIDENTIALITY AND NON-DISCRIMINATION²**

15 In all instances, district personnel shall respect the individual's right to privacy and treat any medical
16 diagnosis as confidential information. The director of schools shall initiate procedures to insure that all
17 medical information will be held in strict confidence. Any school staff member who violates
18 confidentiality shall be subject to appropriate disciplinary measures.

19 Under no circumstances shall information identifying an employee with HBV be released to the public.

20 **SAFETY**

21 Employees who are at high risk of occupational exposure shall be identified and provided with personal
22 protective equipment, including HBV vaccinations. Employees considered to be at high risk shall
23 include custodians, school nurses, special education teachers and instructional assistants, playground
24 supervisors, coaches and physical education teachers.

25 When any employee is known to have been exposed to HBV on the job site, the employee will be notified
26 immediately by a supervisor, and the Board shall provide vaccinations.

27 The principal will ensure that an accident report is filed for all accidents. The report will include the
28 employee's name, date of the accident, an explanation of the accident and the care used in treating the
29 individual. These reports will be kept on file in the principal's office for a minimum of one (1) year.

30 **EDUCATION AND UNIVERSAL PRECAUTIONS**

- 1 HBV education, including universal precautions on handling blood and other body fluids, will be
- 2 provided to all school personnel and volunteers and may include members of the Board.

Legal References

1. 29 CFR § 1910.1030
2. TCA 68-10-113

Hickman County Board of Education			
	Descriptor Term: Drug & Alcohol Testing for Employees	Descriptor Code: 5.403	Issued Date: 07/02/18
		Rescinds: 5.403	Issued: 06/03/02

1 **REASONABLE SUSPICION DRUG TESTING**

2 Trained supervisors have the responsibility to observe and document the cause for reasonable
3 suspicion and when appropriate, refer the matter to the director of schools/designee. It is not the
4 supervisor's responsibility to attempt diagnosis. All information, facts and circumstances leading to
5 and supporting this suspicion should be included in a written report detailing the basis for the
6 suspicion. After the report is filed, the employee should be notified.

7 Any employee may be required to submit to substance screening if the following conditions exist: (list
8 is not inclusive)

- 9 1. Observed use, possession or sale of illegal drugs and/or use, possession, sale, or abuse of
10 alcohol and/or prescription drugs.
- 11 2. Apparent physical state of impairment of motor functions.
- 12 3. Marked changes in personal behavior not attributed to other factors.
- 13 4. Employee involvement in or contribution to an accident where the use of alcohol or drugs
14 is reasonably suspected or employee involvement in a pattern of repetitive accidents
15 whether or not they involve actual or potential injury.
- 16 5. Violation of criminal statutes involving the use of illegal drugs, alcohol or prescription
17 drugs and/or violations of drug statutes.

22 **TESTING FOR CDL EMPLOYEES**

23 All drivers and applicants for driver positions who are required to hold a Commercial Drivers License
24 (CDL) to perform their job function must adhere to the requirements of this policy and all procedures
25 relating to this policy.¹

26 The use, possession, sale, purchase or transfer of any controlled substances except medically prescribed
27 drugs on school property, while on school business or while operating school vehicles and equipment is
28 prohibited. Drinking alcoholic beverages during working hours, four (4) hours before reporting to work
29 or having any measurable amount of alcohol in his/her system during working hours is prohibited,
30 whether on or off school property. Working hours include all breaks. Off-duty use of drugs and alcohol
31 is prohibited to the extent that it affects driver's attendance or performance and his/her ability to pass

1 required DOT alcohol and controlled substance tests. Any violation of this policy is grounds for
2 termination as employee of the Board and possible legal prosecution.

3 The use of any prescription drug that could affect the central nervous system or one that would impair
4 reaction time shall be reported to the director of schools/director of transportation. Notice shall be given
5 of non-prescription (over-the-counter) drugs being taken on a regular basis. The notice shall include the
6 duration of ingestion and the possible side effects.

7 **Procedures**

8 The execution and enforcement of this policy will follow set procedures to screen bodily fluids, conduct
9 breath testing, and/or search all employee/applicants for alcohol and drug use, and those employees
10 suspected of violating this policy who are involved in a reportable accident or who are periodically or
11 randomly selected. The procedures are designed not only to detect violations of this policy, but also to
12 ensure fairness to each employee. Disciplinary action will be taken as necessary.

13 **Implementation**

14 The director of schools/director of transportation is authorized to implement this policy and procedures
15 for the drug testing program, including a periodic review of the program to address any problems,
16 changes and/or revisions of it, maintenance of all records required by the federal regulations, and
17 determination upon Board approval of how the program will be accomplished, whether in-house,
18 contracted or by consortium.

19 **Dissemination**

20 The director of schools/director of transportation shall be responsible for communicating this policy
21 and the procedures to all employees affected by this policy and shall be accountable for its consistent
22 enforcement.² The director of schools/director of transportation is designated to answer questions
23 about this policy, procedures and all other matters involved in alcohol and controlled substance testing
24 of CDL drivers and the reasonable suspicion testing of all other employees.

Legal References

1. 49 USCA § 5331; Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991)
2. 49 CFR 382.601

Cross References

Drug-Free Workplace 1.804

Hickman County Board of Education

Descriptor Term: Discrimination / Harassment of Employees (Sexual, Racial, Ethnic, Religious)	Descriptor Code: 5.500	Issued Date: 07/02/18
	Rescinds: 5.500	Issued: 08/02/99

1 Employees shall be provided a work environment free from sexual, racial, ethnic and religious
2 discrimination/ harassment. It shall be a violation of this policy for any employee or any student to
3 discriminate against or harass an employee through disparaging conduct or communication that is sexual,
4 racial, ethnic or religious in nature. The following guidelines are set forth to protect employees from
5 discrimination/ harassment.

6 Employee discrimination/harassment will not be tolerated.¹ Discrimination/harassment is defined as
7 conduct, advances, gestures or words either written or spoken of a sexual, racial, ethnic or religious
8 nature which:

- 9 1. Unreasonably interfere with the individual's work or performance; or
- 10 2. Create an intimidating, hostile or offensive work environment; or
- 11 3. Imply that submission to such conduct is made an explicit or implicit term of employment;
- 12 4. Imply that submission to or rejection of such conduct will be used as a basis for an employment
13 decision affecting the harassed employee.

14 Alleged victims of sexual, racial, ethnic and religious discrimination/harassment shall report these
15 incidents immediately.² This report should be made to the immediate supervisor except when the
16 immediate supervisor is the offending party. If the immediate supervisor is the offending party, the report
17 may be made to the Federal Rights Coordinator or the director of schools. Allegations of
18 discrimination/harassment shall be fully investigated (as set forth in Complaints and Grievances 5.500).
19 An oral complaint may be submitted; however, such complaint must be reduced to writing to ensure a
20 more complete investigation. The complaint should include the following information:

- 21 1. Identity of the alleged victim and person accused;
- 22 2. Location, date, time and circumstances surrounding the alleged incident;
- 23 3. Description of what happened;
- 24 4. Identity of witnesses; and
- 25 5. Any other evidence available.

26 The privacy and anonymity of all parties and witnesses to complaints will be respected. However,
27 because an individual's need for confidentiality must be balanced with obligations to cooperate with
28 police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough
29 investigation or to take necessary action to resolve a complaint, the identity of parties and witnesses may
30 be disclosed in appropriate circumstances to individuals with a need to know.

31 A substantiated charge against an employee shall result in disciplinary action up to and including
32 termination. A substantiated charge against a student may result in corrective or disciplinary action up
33 to and including suspension.

- 1 There will be no retaliation against any person who reports discrimination/harassment or participates in
- 2 an investigation. However, any employee who refuses to cooperate or gives false information during the
- 3 course of any investigation may be subject to disciplinary action. The willful filing of a false report will
- 4 itself be considered harassment and will be treated as such.

- 5 An employee disciplined for violation of this policy may appeal the decision by contacting the Federal
- 6 Rights Coordinator or the director of schools.

Legal References

1. 29 CFR §1604.11
2. 20 USCA § 1681

Cross References

Appeals To & Appearances Before the Board 1.404
Equal Opportunity Employment 5.104
Complaints and Grievances 5.501

Hickman County Board of Education			
	Descriptor Term: Complaints and Grievances	Descriptor Code: 5.501	Issued Date: 10/01/18
		Rescinds: 5.501	Issued: 07/02/18

1 **EMPLOYMENT-RELATED COMPLAINTS/GRIEVANCES**

2 The Board believes that differences of opinions arising in the course of employment should be resolved
3 as quickly as possible and at the lowest supervisory level.

4 In instances of questions by an individual staff member concerning the interpretation of policies and
5 procedures to that staff member, administrative practices within his/her particular school, and
6 relationships with other employees, the staff member concerned must consult the administrative or
7 supervisory personnel to whom he/she is responsible. If a satisfactory resolution of the problem cannot
8 be reached after ample opportunity for consideration of the matter, the staff member concerned may
9 discuss the matter with the next level of supervision up to and including the director of schools.

10 In instances where an individual staff member feels for personal reasons that he/she cannot discuss a
11 problem with his/her immediate superior, he/she may take the problem directly to the director of schools.
12 After review of the case, the director of schools shall take action as he/she deems appropriate and within
13 a prompt, reasonable time shall notify all parties concerned of his decision.

14 **HARASSMENT/DISCRIMINATION GRIEVANCES**

15 Employees should notify any district complaint manager if they believe the Board, its employees or
16 agents have violated their rights guaranteed by the State or federal Constitution, State or federal statute
17 or board policy including:^{1,2,3}

Add #1 - Age Discrimination Employment Act;

18 2 *X*. Title II of the Americans with Disabilities Act⁴

19
20 3 *Z*. Title IX of the Education Amendments of 1972⁵

21
22 4 *X*. Section 504 of the Rehabilitation Act of 1973⁶

23
24 5 *4*. Claims of sexual harassment under Title VII of the Civil Rights Act of 1964 and Title IX of the
25 Education Amendments of 1972^{7,5}

26 The complaint manager will endeavor to respond and resolve complaints without resorting to this
27 grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The
28 right of a person to prompt and equitable resolution of the complaint shall not be impaired by the
29 person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit
30 of other remedies and use of this grievance procedure does not extend any filing deadline related to the
31 pursuit of other remedies.

- 1 1. Filing a Complaint — An employee who wishes to avail himself or herself of this grievance
2 procedure may do so by filing a complaint with any district complaint manager. The employee
3 may request a complaint manager of the same sex. The complaint manager may assist the
4 employee in filing a grievance.
5
- 6 2. Investigation — The complaint manager will investigate the complaint or appoint a qualified
7 person to undertake the investigation on his or her behalf. The complaint and identity of the
8 complainant will not be disclosed except (1) as required by law or this policy; or (2) as
9 necessary to fully investigate the complaint; or (3) as authorized by the complainant. The
10 complaint manager shall file a written report within ten (10) days of the filing of the grievance,
11 of his or her findings with the director of schools. If a complaint of sexual harassment contains
12 allegations involving the director of schools, the written report shall be filed with the Board.
13 The director of schools shall keep the Board informed of all complaints.
14
- 15 3. Decision and Appeal — After receipt of the complaint manager's report, the director of schools
16 shall render a written decision within five (5) days of the receipt of the report which shall be
17 provided to the employee. If the employee is not satisfied with the decision, the employee may
18 appeal the decision to the Board by making a written request to the complaint manager. The
19 complaint manager shall be responsible for promptly forwarding all materials relative to the
20 complaint and appeal to the Board. Thereafter, the Board shall render within thirty (30) days
21 from the date the appeal was received, review the report and affirm, overrule or modify the
22 decision and render a written finding which shall be provided to the complainant. This
23 grievance procedure shall not be construed to create an independent right to a Board hearing.

24 **APPOINTING COMPLAINT MANAGERS**

25 The director of schools shall appoint at least two complaint managers, one of each gender. The Federal
26 Rights Coordinator may be appointed as a complaint manager. The director of schools shall insert into
27 this policy the names, addresses and telephone numbers of current complaint managers. (see note)

28 *(Note: Title IX regulations require districts to identify the name, address and telephone number of the*
29 *person who is responsible for coordinating the district's compliance efforts. A policy should not be*
30 *adopted with a person's name in it; rather, the identifying information can be added and amended as*
31 *necessary.)*

Legal References

1. Age Discrimination Employment Act, 29 USCA § 621 et seq.
2. Equal Pay Act, 29 USCA § 206(d)
3. Immigration Reform and Control Act, 8 USCA § 1324a et seq.
4. Americans with Disabilities Act, 42 USCA § 12101 et seq.
5. Title IX of the Education Amendments, 20 USCA § 1681 et seq.
6. Rehabilitation Act, 29 USCA § 791 et seq.
7. Title VII of Civil Rights Act, 42 USCA § 2000e et seq.

Cross References

Appeals To and Appearances Before the Board 1.404
Section 504 & ADA Grievance Procedures 1.802
Equal Opportunity Employment 5.104
Discrimination/Harassment of Employees 5.500

Hickman County Board of Education

	Descriptor Term:	Descriptor Code: 5.502	Issued Date: 07/02/18
	Complaints About School Personnel	Rescinds: 5.502	Issued: 08/02/99

- 1 Whenever a complaint about an employee is made to the Board as a whole or a board member as an
- 2 individual, it will be referred to the school administration for study and possible solutions. The
- 3 employee involved will be advised of the nature of the complaint and given opportunity for
- 4 explanation, comment, and presentation of the facts as he/she sees them.

- 5 If, after such procedure is followed there is still a question or complaint, the matter shall then be
- 6 referred in writing to the Board, which shall determine whether it will hear the individual or group.

- 7 Individuals or groups desiring to speak to the Board shall follow the same procedures as outlined in
- 8 board policy dealing with public participation at board meetings.

Cross References

Appeals To & Appearances Before the Board 1.404

Hickman County Board of Education			
	Descriptor Term: Staff Rights & Responsibilities	Descriptor Code: 5.600	Issued Date: 07/02/18
		Rescinds: 5.600	Issued: 08/07/17

1 In fulfilling any citizenship rights and responsibilities, employees shall give proper consideration to the
2 educational welfare of students and ensure that no conflict exists with their actual duties.

3 Each staff member has the right to:¹

- 4 1. A work environment free from sexual, racial, ethnic, and religious discrimination/harassment;²
- 5 2. Academic freedom within the confines of state law and board policy in order to create an
6 atmosphere of freedom in the classroom;

7 Educators have the right to:

- 8 1. Be treated with civility and respect as well as having his/her professional judgement and
9 discretion respected;
- 10 2. Report any errant, offensive, or abusive content or behavior of a student to the principal and/or
11 appropriate agencies;
- 12 3. Provide students with a safe environment;
- 13 4. Defend themselves and their students from physical violence or harm;³
- 14 5. Share information regarding a student's educational experience, health, or safety with the
15 student's parent(s)/guardian(s) unless otherwise prohibited;⁴
- 16 6. Review all instructional material or curriculum before being utilized by students; and
- 17 7. Not be required to use his/her personal money to appropriately equip a classroom.

18 Each staff member has the responsibility to:

- 19 1. Make themselves familiar with and abide by, the laws of the state as these affect their work, the
20 policies of the board and the procedures designed to implement them;⁵
- 21 2. To adhere to the Teacher Code of Ethics;⁶
- 22 3. Exercise good judgment in selecting issues for discussion and balance the relative maturity of
23 students and the students' right to know;
- 24 4. Be courteous and helpful in interacting and responding to parents, visitors and members of the
25 public;

- 1 5. Keep all records and prepare and submit promptly all reports that may be required by state law,
2 state board regulations, board policy and administrative procedures; and
- 3 6. Wear appropriate dress for work according to board guidelines and local school rules.

Legal References

1. TCA 49-5-209
2. 42 USCS § 2000e-2(a)—(b); TCA 49-6-8002—
8006
3. TCA 49-6-4008
4. 20 USCA 1232g
5. TCA 49-5-201; Public Acts of 2018, Chapter No.
937
6. TCA 49-5-1001—1005

Cross References

Curriculum Development 4.200
Controversial Issues 4.800
Religious Content of Courses 4.804

Hickman County Board of Education			
	Descriptor Term: Conflict of Interest	Descriptor Code: 5.601	Issued Date: 07/02/18
		Rescinds: 5.601	Issued: 08/02/99

1 **ADMINISTRATIVE PERSONNEL**

2 Administrative and supervisory personnel shall have no financial interest, directly or indirectly, in
3 supplying books, maps, school furniture, or apparatus for the schools or to act as agent for any author,
4 publisher, bookseller, or dealer in school furniture or apparatus, however a spouse or family member of
5 a principal, teacher or other school administrative employee may participate in business transactions
6 with the school system where a sealed competitive bid system is used, provided that the employee does
7 not have discretion in the selection of bids or specifications.¹

8 It shall be a misdemeanor for the director of schools to take any other contract under the Board, to
9 perform any other service for additional compensation, to act as principal or teacher in any school, or to
10 become the owner of a school warrant other than that allowed for his/her service as director of schools
11 or as secretary to the Board.²

12 **PROFESSIONAL AND SUPPORT PERSONNEL**

13 Employees of the Board will not engage in, or have financial interest in, any activity that raises a
14 reasonable question of conflict of interest with their duties and responsibilities as members of the school
15 staff. This includes but is not limited to the following:

- 16 1. School employees may not purchase for sale to students any goods or equipment or render any
17 service to the school system on a commission basis;¹
- 18 2. Employees who have patented or copyrighted any device, publication, or other item will not
19 receive royalties for use of such item in the school system;
- 20 3. Employees will not engage in any type of work where the source of information concerning a
21 customer, client, or employer originates from information obtained through the school system;
- 22 4. The Board shall make no purchase of supplies, materials, or equipment from a school system
23 employee; and
- 24 5. Employees shall not solicit for the purpose of selling instructional supplies, equipment and
25 reference books in a territory that includes the parents of the children of the school in which the
26 employee is assigned.
- 27
- 28
- 29
- 30

Legal References

1. TCA 49-6-2003
2. TCA 49-2-301(c)

Cross References

Purchasing 2.805
Bids and Quotations 2.806
Purchase Orders and Contracts 2.808
Employee-Developed Materials 4.405
Staff Gifts and Solicitations 5.605

Hickman County Board of Education			
	Descriptor Term: Staff Time Schedules	Descriptor Code: 5.602	Issued Date: 07/02/18
		Rescinds: 5.602	Issued: 07/12/04

1 **WORK SCHEDULES**

2 The workday for full-time licensed and professional staff will be a minimum of eight hours¹ and will
3 continue until professional responsibilities to the student and the school are completed. Administrative
4 meetings, curriculum development, student supervision, assigned duties, parent conferences, group or
5 individual planning and extra-curricular activities will require hours beyond the stated minimum.
6 Teachers shall be allotted a duty-free planning period of two and one-half (2 1/2) hours each week to
7 provide time for planning, preparation for effective teaching and attention to major program
8 improvement.² Work schedules for other employees will be defined by the director of schools or his/her
9 designee, consistent with the Fair Labor Standards Act and the provisions of this policy.

10 **WORKWEEK DEFINED**

11 Working hours for all employees not exempted under the Fair Labor Standards Act,³ including
12 secretaries, bus drivers, cafeteria, janitorial and maintenance personnel, will conform to federal and state
13 regulations. The director of schools will ensure that job positions are classified as exempt or non-exempt
14 and that employees are made aware of such classifications. Supervisors will make every effort to avoid
15 circumstances which will require non-exempt employees to work more than forty (40) hours each week.
16 For purposes of compliance with the Fair Labor Standards Act, the workweek for school district
17 employees will be 12:00 a.m. Sunday until 11:59 p.m. Saturday.

18 **OVERTIME AND COMPENSATORY TIME⁴**

19 The Board discourages overtime work by non-exempt employees. A non-exempt employee will not work
20 overtime without the express approval of his/her supervisor. All overtime work must be expressly
21 approved in writing by the director of schools or his/her designee. All supervisory personnel must
22 monitor overtime on a weekly basis and report such time to the director of schools/designee. Principals
23 and supervisors will monitor employees' work, will ensure that overtime provisions of this policy and
24 the Fair Labor Standards Act are followed and will ensure that all employees are compensated for any
25 overtime worked. Principals or supervisors may need to adjust daily schedules to prevent non-exempt
26 employees from working more than forty (40) hours in a workweek. Accurate and complete time sheets
27 of actual hours worked during the workweek will be signed by each employee and submitted to the
28 finance director. The finance director will review work records of employees on a regular basis to make
29 an assessment of overtime use.

30 In lieu of overtime compensation, non-exempt employees may receive compensatory time off at a rate
31 of not less than one and one-half (1.5) hours for one hour of overtime worked, if such compensatory time
32 (1) is pursuant to an agreement between the employer and employee reached before overtime work is
33 performed, and (2) is authorized by the immediate supervisor.

Hickman County Board of Education

	Descriptor Term: Staff Meetings	Descriptor Code: 5.603	Issued Date: 07/02/18
		Rescinds: 5.603	Issued: 08/02/99

1 Staff meetings shall be held in each school for the purpose of promoting school improvement and
2 professional growth and may be conducted by the principal, teachers or committees.

3 Faculty meetings shall be held at regularly scheduled times in each school, and teachers will reserve
4 those appointed times for this purpose. Such meetings shall be attended by all teachers unless excused
5 by the principal.

6 When possible, the building level principal shall provide an agenda for each faculty meeting.

7 Professional personnel shall also attend all designated meetings called by the administration of the school
8 district.

9 Special called meetings or changes in regularly scheduled meetings should be announced two (2) days
10 in advance of such meeting.

11 Emergency meetings may be called at any time.

12 When excused from a staff meeting, the teacher is responsible for contacting the principal and obtaining
13 information presented at the meeting.

14 Teachers' meetings may include but not be limited to:

- 15 1. Meetings of the entire staff of school;
- 16
- 17 2. Meetings of teachers in the same subject area or on the same grade level;
- 18
- 19 3. System-wide in-service meetings; and
- 20
- 21 4. Committee meetings dealing with specific problems.

22 Coaches have the same responsibility to attend faculty meetings, in-service meetings, assemblies and
23 other school activities as do other teachers. However, during the season of the sport to which the coach
24 is assigned, he/she may be excused by the principal from meetings held after the close of the school day.
25 It shall be the responsibility of the coach to inquire of other teachers as to the content of meetings missed
26 and to keep informed of activities going on in the school.

Cross References

Advisory Committees 1.3011

In-Service and Professional Learning Opportunities 5.113

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name Rewards

Proposed fundraising activities: "Boo at the School"

Students pay \$2.00 to wear a costume (no masks) + participate in a costume contest for prizes. Also, we'd like to offer "candy grams" Purposed Uses of funds raised for sell (small, individually wrapped candy items).

Funds will support our Rewards program.

Expected student involvement (school-wide or specific school organization) _____

School-wide (those that wish to participate)

Method by which school will receive profit Currency

Requested by _____ Date _____
Name/Title

Approved by Uma S. Shupen Date 10/19/20
Principal

Approved by Don L. Welch Date 10/21/20
Director of Schools*

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name HCMS Softball

Proposed fundraising activities: Selling Butter Braids

Purposed Uses of funds raised
Equipment and Umpires

Expected student involvement (school-wide or specific school organization) HCMS
Softball Players

Method by which school will receive profit Cash

Requested by SRO Daniel Poff HeadCoach Date 10/19/2020
Name/Title

Approved by Jina S. Shippen Date 10/19/20
Principal

Approved by Don J. Smith Date 10/21/2020
Director of Schools*

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

Exhibit 1

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name FOOTBALL

Proposed fundraising activities: CHEESECAKE SALE

Purposed Uses of funds raised PURCHASE FOOTBALL EQUIPMENT

Expected student involvement (school-wide or specific school organization) _____

FOOTBALL TEAM MEMBERS

Method by which school will receive profit COLLECTION OF PROFIT FROM

SALES

Requested by ROBERT PHILLIPS / TEACHER COACH
Name/Title

Date 9/28/20

Approved by Byron Arlt
Principal

Date 9/29/2020

Approved by Michelle Hebert
Director of Schools*

Date 10/5/20

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

Exhibit 1

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name Library

Proposed fundraising activities: Snack Pack Sell

Purposed Uses of funds raised

new library materials + books

Expected student involvement (school-wide or specific school organization) -None-

Method by which school will receive profit cash from sale

Requested by Shanna Nola
Name/Title

Date 9/28/2020

Approved by Byrn Aheji
Principal

Date 9/29/2020

Approved by Nichelle Gilbert
Director of Schools*

Date 10/5/20

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name East Hickman Girls Basketball

Proposed fundraising activities: East Hickman Eagle Tip-Off

Purposed Uses of funds raised Camps, leagues, Equipment, Apparel

Expected student involvement (school-wide or specific school organization) _____

East Hickman Girls Basketball Players

Method by which school will receive profit Gate & Concessions

Requested by Tucker Habbs
Name/Title

Date 10/07/20

Approved by Bryan Anglin
Principal

Date 10/7/2020

Approved by Don Miller
Director of Schools*

Date 10/19/2020

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

Exhibit 1

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name EHMS Basketball

Proposed fundraising activities: EHMS Tip Off

Purposed Uses of funds raised
Apparel & equipment, camps

Expected student involvement (school-wide or specific school organization) _____
East Hickman Boys Basketball players

Method by which school will receive profit Gate & concessions

Requested by Brian Kinnard Boys Basketball Date 10/7/20
Name/Title

Approved by [Signature] Date 10/7/2020
Principal

Approved by [Signature] Date 10/19/2020
Director of Schools*

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name Middle School Girls Basketball

Proposed fundraising activities: Free-throw-A-Thon (Shoot 50 Free
Throws Per Player)

Purposed Uses of funds raised Leagues, Equipment, Camps, Apparel

Expected student involvement (school-wide or specific school organization) _____

Lady Eagles Basketball

Method by which school will receive profit Cash, Checks

Requested by Tucker Hobbs Date 10/20/20
Name/Title

Approved by Bryan Angeli Date 10/22/2020
Principal

Approved by Dan Smith Date 10/26/2020
Director of Schools*

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name Baseball Team

Proposed fundraising activities: Cookie Dough

Purposed Uses of funds raised
Uniforms, equipment, Supplies

Expected student involvement (school-wide or specific school organization) ETHMS
baseball team

Method by which school will receive profit Cash / check

Requested by Preston Hall / Head Coach Date 10/21/20
Name/Title

Approved by [Signature] Date 10/22/2020
Principal

Approved by [Signature] Date 10/24/2020
Director of Schools*

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

PROPOSED FUNDRAISING ACTIVITIES



East Hickman High School
7700 Hwy 7, Lyles, TN 37098
Phone 931-670-1366 Fax 931-670-1039

Fund/Account Name Class of 2024

Account Number 702

Proposed fundraising activities: selling 2 for \$1.00 airheads
all year

Purposed Uses of funds raised: class funds/graduation for class of 2024

Expected Student involvement (school-wide or specific school organization): school-wide

Method by which school will receive profit: cash

Requested by: Sheryl Robinson / Freshman lead sponsor 10-7-20
Name/Title Date

Approved by: [Signature] 10-7-20
Principal Date

Approved by: [Signature] 10-19-2020
Director of Schools* Date

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name Bookstore/Business 845

Proposed fundraising activities: School Bookstore

Purposed Uses of funds raised Funds will be redeposited to purchase new items for the Bookstore

Expected student involvement (school-wide or specific school organization) Work Based Learning students

Method by which school will receive profit as items are sold

Requested by Cindi Morgan Date 10-6-20
Name/Title

Approved by Trish Boem Date 10-6-20
Principal

Approved by Don Quelt Date 10-19-2020
Director of Schools*

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

PROPOSED FUNDRAISING ACTIVITIES



East Hickman High School
7700 Hwy 7, Lyles, TN 37098
Phone 931-670-1366 Fax 931-670-1039

Fund/Account Name Cheer

Account Number 614

Proposed fundraising activities: Christmas wreaths

Purposed Uses of funds raised: travel, supplies, reward items, outside training cost.

Expected Student involvement (school-wide or specific school organization):
Cheerleaders

Method by which school will receive profit: cash / check

Requested by: Melissa D Collins
Name/Title

10/22/20
Date

Approved by: Arvid Beem
Principal

10/23/20
Date

Approved by: _____
Director of Schools*

Date

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

10/26/2020
152

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name HCHS Agriculture / FFA

Proposed fundraising activities: Annual Fruit Sale

Purposed Uses of funds raised

The funds will be used to fund Career Development Events

Seed and soil for greenhouse and consumables for shop

Expected student involvement (school-wide or specific school organization) _____

Agriculture students

Method by which school will receive profit profit per unit

Requested by Ron Mayberry Ag instructor Date Oct 5 2020
Name/Title

Approved by Ken D. Cook Date 10/5/2020
Principal

Approved by Michelle Hebert Date 10/7/2020
Director of Schools*

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name HCMS Baseball

Proposed fundraising activities: Boston Butts Sale

Purposed Uses of funds raised
Baseball Supplies

Expected student involvement (school-wide or specific school organization) None

Method by which school will receive profit check

Requested by Tony Roder / Coach Date 10/20/20
Name/Title

Approved by Anna L. Shepperd Date 10/20/20
Principal

Approved by Don Gueth Date 10/27/2020
Director of Schools*

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name Rewards

Proposed fundraising activities: Selling "World's Finest Chocolates" in the afternoons (after all classes are over)

Purposed Uses of funds raised Rewards Program

Expected student involvement (school-wide or specific school organization) School-wide

Method by which school will receive profit Currency

Requested by [Signature] Date 10-16-20
Name/Title

Approved by [Signature] Date 10-26-20
Principal

Approved by [Signature] Date 10/28/2020
Director of Schools*

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

PROPOSED FUNDRAISING ACTIVITIES



• East Hickman High School
7700 Hwy 7, Lyles, TN 37098
Phone 931-670-1366 Fax 931-670-1039

Fund/Account Name Theatre

Account Number _____

Proposed fundraising activities: Senior Play

Purposed Uses of funds raised: Reimbursement for cost of show

Expected Student involvement (school-wide or specific school organization): Senior Play class

Method by which school will receive profit: Cash

Requested by: Cheri Cuffe Theatre Arts teacher 10-28-20
Name/Title Date

Approved by: Trudul Beam 10-28-20
Principal Date

Approved by: Don Qualk 10/28/2020
Director of Schools* Date

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.