

**SHERRI BAKER**  
9037 E 40 Rd., Bon Aqua, TN 37025

**RONALD GAMMONS**  
6419 Rick 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



**John Mullins**  
Director of Schools  
115 MURPHREE AVENUE  
CENTERVILLE, TN 37033

**JAMES LANE**  
2059 Lake Dr., Centerville, TN 37033

**CHRISTY MAYS**  
450 Hwy 50, Centerville, TN 37033

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

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**REGULAR BOARD MEETING**  
**Monday, November 7, 2022 7:00 PM**  
**Room 203 Central Office**

- I. Call To Order
- II. Moment of Silence
- III. Pledge of Allegiance
- IV. Approval of October 3, 2022 Regular Board Meeting Minutes
- V. Approval of October 4, 2022 Special Called Board Meeting Minutes
- VI. Approval of Agenda
- VII. Special Recognition
  - A. Employee of the Month
- VIII. Communications to the Board
  - A. Public Comment Period
  - B. Director's Report
  - C. Financial Report
  - D. ESSER Updates
  - E. 2021-2022 Civil Rights Report
  - F. OPEB Quarterly Report
- IX. Items Requiring Board Action
  - A. Trip Requests
    - 1. HCHS JROTC Event Request
    - 2. HCHS JROTC Trip Request
    - 3. HCHS JROTC Event Request
    - 4. HCMS Beta Club Trip Request
  - B. Budget Amendments
  - C. 2023-2024 School Calendar Proposal
  - D. Textbook Certification
  - E. LEA Compliance Report
  - F. Declaration of Surplus Property for Auction
  - G. 2022-2023 Audit Contract
  - H. ESSER Architect Contract
  - I. 2022-2023 Supplement Split Request

- J. Elevate K-12 Contract
- K. PRN Request
- L. Hickman County Director of Schools Search Consultant Contract
- M. ESSER Budgets Approval
- N. Final Forms Proposal
- O. Revised Board Policy 1.404
- P. Revised Board Policies 4.210, 4.402, 4.403, 4.603, 4.605, 6.200 (2nd Reading)
- Q. Board Policy Review - 5.1101--5.118
- X. Announcements
- XI. Adjourn

Monday, October 3, 2022  
REGULAR BOARD MEETING MINUTES

The Hickman County Board of Education met in regular session on Monday, October 3, 2022, at 7:00 p.m. in the library of Hickman County High School. School board members in attendance at the meeting were Tim Hobbs, Sherri Baker, Ron Gammons, Jim Hudgins, Doug Lane, Christy Mays, and Vance Willis.

CTim Hobbs asked the group to observe a moment of silence.

Tim Hobbs led the group in the Pledge of Allegiance.

Vance Willis made a motion to approve the minutes from the regular meeting held on August 3, 2022. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 7-0.

Ron Gammons made a motion to approve the minutes from the special called meeting held on August 7, 2022. Doug Lane seconded the motion. On a voice vote, the motion was approved 7-0.

Vance Willis made a motion to amend the agenda to add item IX. B. 3. JROTC. Ron Gammons seconded the motion. On a voice vote, the motion was approved 7-0.

The Hickman County Board of Education will meet in regular session on Monday, October 3, 2022, at 7:00 p.m. in the library of Hickman County High School. A work session will be held from 6:00 p.m. until 6:30 p.m. in the Hickman County High School Library. A reception honoring employees that retired will be held from 6:30 p.m. until 7:00 p.m. in the Hickman County High School cafeteria.

- I. Call to Order
- II. Moment of Silence
- III. Pledge of Allegiance
- IV. August 1, 2022 Regular Board Meeting Minutes
- V. September 7, 2022 Special Called Board Meeting Minutes
- VI. Approval of Agenda
- VII. Special Recognition
  - A. Employee of the Month--Jim Hudgins
  - B. Recognition of Retiring Employees
- VIII. Communications to the Board
  - A. Director's Report--Director of Schools
  - B. Financial Report--Business Officer
  - C. ESSER Updates--Director of Schools
  - D. Safe TN app—Director of Schools
  - E. 2022 Accountability--Director of Schools

- IX. Items Requiring Board Action
  - A. 2022-2023 Board Officer Elections--Current Board Chair
  - B. Trip Request
    - 1. HCHS Senior Class--Sponsor and Students
    - 2. HCMS 8th Grade Boys Basketball--Coach and Players
    - 3. JROTC Trip Request--Sponsor and Students
  - C. Budget Amendments--Business Officer
  - D. Textbook Certification--Director of Schools
  - E. 2023-2024 School Calendar Proposal--Calendar Committee
  - F. 2022-2023 Substitute Teacher Pay Scale--Director of Schools
  - G. Declaration of Surplus Property--Transportation Director
  - H. School Intercom System Bid--Maintenance Director
  - I. HCHS Auditorium Sound and Video Bid--Technology Director
  - J. Revised Board Policies 4.210, 4.402, 4.403, 4.603, 4.605, 6.200 (1st Reading)--Director of Accountability
  - K. Revised Board Policies 4.400, 4.601, 6.310 (2nd Reading)--Director of Accountability
  - L. Board Policy Review 5.100--5.110--Director of Accountability
- X. Announcements
- XI.. Adjourn

Ron Gammons made a motion to add a public comment period of 15 minutes to the beginning of each board meeting and to look at revisions to policy 1.404 at the next meeting. Sherri Baker seconded the motion. On a voice vote, the motion was approved 7-0.

Scott Underwood was recognized as the Hickman County Board of Education Employee of the Month.

The following employees were recognized as retirees: Don Qualls, Jennifer Lynn, Patti Edwards, Don Vise, Kathy Brown, Melinda Stone, Colene Beasley, Wanda LeMaster, Tony Choate, Judi Culver, Pam Clark, Angela Thornton

Ron Gammons made a motion to accept the Director's Report. Doug Lane seconded the motion.

Memorandum

To: Board Members  
 From: Michelle Gilbert  
 Date: September 26, 2022  
 RE: October Director's Report

**Leave of Absence**

Professional  
 Cary Wright

FMLA September 6, 2022 – December 2, 2022

Support Staff

**Hiring**

Professional  
 Mark Bentley

CIS Social Studies/Science



Ernesto Rosas	Substitute Teacher
Suzan Rosas-Adair	Substitute Teacher
Alison Stanley	Substitute Teacher
Kearstin Tuten	Substitute Teacher
Harper Shelton	Substitute Teacher
Hannah N. Simmons	Substitute Teacher
Helen St. Germain	Substitute Teacher
Tanya Sims	Substitute Teacher
Ronnie Sullivan	Substitute Teacher
Stacey Talton	Substitute Teacher
Linda Tidwell	Substitute Teacher
Madelyn True	Substitute Teacher
Ann Webster	Substitute Teacher
Savannah Westbrook	Substitute Teacher
Chiquita Wright	Substitute Teacher
Gary Wright	Substitute Teacher
Dana Davis	Substitute Teacher
Joy Duncan	Substitute Teacher
Chauca Moore	Substitute Teacher
Jane Morgan	Substitute Teacher
Brianna Moss	Substitute Teacher
Laura Sanders	Substitute Teacher
Burt Wilkerson	Substitute Teacher
Colene Beasley	Substitute Teacher
Mary Bennett	Substitute Teacher
Brooke Eisenhuen	Substitute Teacher

**Resignation**

Professional

Houston Hamblin	HCMS ELA
Thomas Burkett	EHMS Science
Cheri Cutulle	EHHS Theater Arts
Gabby Poston	EHES/EHIS Behavior Position
Christy Uhl	Student Support Specialist
Tammy Anderson	ESSER Assistant (Part-Time Position)

Support Staff

Jolean McNatt	EHES Sp Ed Assistant
Leah Owens	HCMS DBA
Alison Stantley	East Family Resource Center
Michelle Weatherspoon	EHMS ISS

**Retirement**

Professional

Don Qualls	CTE/Deputy Superintendent
Melinda Stone	EHMS
Pam Mitchell-Clark	EHHS/HCHS
Jennifer Lynn	HCHS/HCMS
Judi Culver	EHIS
Tony Choate	HCHS
Kathy Brown	HCMS

Support Staff

Don Vise  
Angela Thornton  
Patti Edwards  
Colene Beasley  
Wanda Lemaster

Bus Driver  
School Nutrition  
School Nutrition  
School Nutrition  
EHIS

**Transfers**

Professional

Support Staff

McKensy Patrick

EHES Assistant to  
EHES P/T ESSER Assistant

**Appointment**

Professional

Support Staff

Tony Roder  
Shawn Lawson  
Ray Hunter  
David Kwiatkowski  
Nick Simmons  
Tucker Hobbs  
Dalton Thomas  
John D. Fisher  
Lafayette Spears  
Paula Broyles

HCMS Assistant Football Coach  
HCMS Assistant Football Coach  
HCMS Volunteer Football Coach  
HCHS Volunteer Math Tutor  
EHHS Assistant Girls Basketball Coach  
EHHS Volunteer Girls Basketball Coach  
EHHS Volunteer Football Coach  
EHMS Volunteer Football Coach  
HCHS Assistant Football Coach  
EHMS Cheer Coach

**Open Positions**

- 1 Secondary Math Position
- 1 Secondary Science Position
- 1 K-5 position
- 1 Intervention Position
- 1 Spanish Position
- 2 Special Education Positions
- 1 Speech Language Position
- 1 Behavior Support Position
- Bus Drivers

\* Denotes a relationship under board policy 1.108. Applicants are qualified for the positions.

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

Ron Gammons made a motion to accept the financial report. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 7-0.

Doug Lane shared information regarding the Safe TN app partnership with TDOE and Tennessee Department of Safety. Mike Elkins stated that our school system has identified initial points of contact for this service.

Michelle Gilbert reported that Hickman County had been designated as an ADVANCING district based on the accountability model from the State of Tennessee and that 0 schools had been identified as priority schools.

Jim Hudgins made a motion to nominate Tim Hobbs as Chairman for the Hickman County Board of Education for 2022-2023.

Ron Gammons made a motion that nominations should cease and Tim Hobbs named by acclamation.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Sherri Baker			
Ron Gammons			
Tim Hobbs			
Jim Hudgins			
Doug Lane			
Christy Mays			
Vance Willis			

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

Ron Gammons nominated Sherri Baker for Vice Chair of the Hickman County Board of Education. Vance Willis nominated Ron Gammons for Vice Chair of the Hickman County Board of Education. Ron Gammons declined. Tim Hobbs nominated Doug Lane for Vice Chair of the Hickman County Board of Education. Doug Lane declined.

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

Doug Lane was nominated for Chairman Pro Tem. Christy Mays nominated Vance Willis for Chairman Pro Tem. Vance Willis declined. Vance Willis nominated Ron Gammons for Chairman Pro Tem. Ron Gammons declined. On a voice vote, the nomination was approved 7-0.

Ron Gammons nominated Christy Mays for TLN representative. Vance Willis nominated Tim Hobbs for TLN representative. Tim Hobbs declined. On a voice vote, the nomination was approved 7-0.

Vance Willis made a motion to approve an overnight trip for the HCHS senior class on May 4-6, 2023, to Gatlinburg, TN. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 7-0.

Ron Gammons made a motion to approve an overnight trip for the HCMS 8th grade boys basketball players to Cedar Crest Camp on October 7-8, 2022. Tim Hobbs seconded the motion. On a voice vote, the motion was approved 7-0.

Ron Gammons made a motion to approve an overnight trip for the HCHS JROTC to attend Raider Nationals Competition on November 2-4, 2022. Doug Lane seconded the motion. On a voice vote, the motion was approved 7-0.

Ron Gammons made a motion to approve budget amendments 7-9. Jim Hudgins seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Sherri Baker  
Ron Gammons  
Tim Hobbs  
Jim Hudgins  
Doug Lane  
Christy Mays  
Vance Willis

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

Vance Willis made a motion to approve the certification of textbooks. Ron Gammons seconded the motion. On a voice vote, the motion was approved 7-0.

The Board of Education took no action on the calendar agenda item.

Vance Willis made a motion to approve the revised substitute pay scale for 2022-2023. Jim Hudgins seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Sherri Baker  
Ron Gammons  
Tim Hobbs  
Jim Hudgins  
Doug Lane  
Christy Mays  
Vance Willis

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

Jim Hudgins made a motion to approve the declaration of surplus property. Doug Lane seconded the motion. On a voice vote, the motion was approved 7-0.

Ron Gammons made a motion to accept the bid for intercom systems for EHES/EHIS from Galaxy Next Generation and recommend the purchase to the county from their budget with the additional overage of \$33,000 to come from fund balance to complete the purchase from the bid if needed. Jim Hudgins seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Sherri Baker  
Ron Gammons  
Tim Hobbs

Jim Hudgins  
Doug Lane  
Christy Mays  
Vance Willis

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

Ron Gammons made a motion to approve the bid to Roman A/V for the HCHS auditorium and to negotiate with the vendor to see how much of the project can be done with the budgeted amount since the \$52,000 bid was over our anticipated budget. Jim Hudgins seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Sherri Baker			
Ron Gammons			
Tim Hobbs			
Jim Hudgins			
Doug Lane			
Christy Mays			
Vance Willis			

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

Vance Willis made a motion to approve board policy 4.603 with the appeal process to be at the local school level with the principal and the teacher. Ron Gammons seconded the motion. On a voice vote, the motion was approved 6-1.

Vance Willis made a motion to approve board policies 4.210, 4.402, 4.403, 4.605, 6.200 on first reading. Christy Mays seconded the motion. On a voice vote, the motion was approved 7-0.

Vance Willis made a motion to approve revised board policies 4.400, 4.601, 6.310 on second reading. Ron Gammons seconded the motion. On a voice vote, the motion was approved 7-0.

Vance Willis made a motion to approve the review of board policies 5.100-5.110. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 7-0.

An announcement was made that the board of education would meet in special session on Tuesday, October 4, 2022, in Room 203 of the Central Office with Teams from Wayne Qualls about director search services.

The meeting was adjourned at 8:33 p.m.

Tuesday, October 4, 2022  
Special Called BOARD MEETING MINUTES

The Hickman County Board of Education met in special session on Tuesday, October 4, 2022, at 6:00 p.m. in Room 203 of the Central Office. Board members in attendance at the meeting were Chair Tim Hobbs, Sherri Baker, Ron Gammons, Doug Lane, Christy Mays, Jim Hudgins, and Vance Willis.

Wayne Qualls presented information to the Board of Education regarding the search for a Director of Schools.

No formal action was taken regarding the Director of Schools search and the matter will be on the November board meeting agenda for a vote.

Ron Gammons made a motion to adjourn the meeting. Vance Willis seconded the motion. On a voice vote, the motion was approved 7-0.

**DOUG LANE**  
2059 Lake Drive, Centerville, TN 37033

**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



**CHRISTY MAYS**  
450 Hwy. 50, Centerville, TN 37033

**SHERRI BAKER**  
9037 E 40 Rd., Bon Aqua, TN 37025

**VANCE WILLIS**  
2868 Hwy 48 N., Nunnally, 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 7, 2022, at 7:00 p.m. in Room 203 of the Hickman County Board of Education Central Office. A work session will be held on Monday, November 7, 2022, at 6:00 p.m.

- I. Call to Order
- II. Moment of Silence
- III. Pledge of Allegiance
- IV. October 3, 2022 Regular Board Meeting Minutes
- V. October 4, 2022 Special Called Board Meeting Minutes
- VI. Approval of Agenda
- VII. Special Recognition
  - A. Employee of the Month--Christy Mays
- VIII. Communications to the Board
  - A. Public Comment Period--Board Chair
  - B. Director's Report--Director of Schools
  - C. Financial Report--Business Officer
  - D. ESSER Updates--ESSER Grant Manager
  - E. 2021-2022 Civil Rights Report--Director of Accountability
  - F. OPEB Quarterly Report --Director of Schools
- IX. Items Requiring Board Action
  - A. Trip Request
    1. HCHS JROTC Event Request--Sponsor and Students
    2. HCHS JROTC Trip Request--Sponsor and Students
    3. HCHS JROTC Event Request--Sponsor and Students
    4. HCMS Beta Club Trip Request--Sponsor and Students
  - B. Budget Amendments--Business Officer
  - C. 2023-2024 School Calendar Proposal--Calendar Committee Chair
  - D. Textbook Certification--Director of Schools
  - E. LEA Compliance Report--Director of Accountability
  - F. Declaration of Surplus Property for Auction--Maintenance Director
  - G. 2022-2023 Audit Contract--Director of Schools
  - H. ESSER Architect Contract--ESSER Grant Manager
  - I. 2022-2023 Supplement Split Request--Director of Schools
  - J. Elevate K-12 Contract--Director of Schools
  - K. PRN Request--Coordinated School Health Director
  - L. Hickman County Director of Schools Search Consultant Contract--Board Chair
  - M. ESSER Budgets Approval--ESSER Grant Manager
  - N. Final Forms Proposal--Director of Schools
  - N. Revised Board Policy 1.404--Director of Schools
  - O. Revised Board Policies 4.210, 4.402, 4.403, 4.603, 4.605, 6.200 (2nd Reading)--Director of Accountability

P. Board Policy Review 5.1101–5.118--Director of Accountability

X. Announcements

XI.. Adjourn

**DOUG LANE**  
2059 Lake Drive, Centerville, TN 37033

**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



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

**CHRISTY MAYS**  
450 Hwy. 50, Centerville, TN 37033

**SHERRI BAKER**  
9037 E 40 Rd., Bon Aqua, TN 37025

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

Memorandum

To: Board Members  
From: Michelle Gilbert  
Date: October 28, 2022  
RE: November Director's Report

**Hiring**

Professional

Vicki Beerman  
Raven Turman

HCMS 6th Grade ELA  
AWARE Student Support Specialist

Support Staff

Mollie Clark  
Raymond Amos  
Danette Williams  
Shelby Blair  
Rebecca Carreiro  
Ronald Fielder  
David March  
Dennis Opperman  
Elsa Rodriguez  
Carol Rogers  
Autumn Vanovor  
Charles M. Kelley

EHHS Bookkeeper  
Substitute Bus Driver  
EHES Teacher Assistant  
Substitute Teacher  
Substitute Teacher

**Resignation**

Professional

Lynette Harris

HCMS RTI

Support Staff

**Retirement**

Professional

Support Staff

**Transfers**

Professional

Support Staff

## **Appointment**

### Professional

### Support Staff

Tucker Hobbs

Amanda Bloodworth

Ginni Smith

Roger Puckett

Jackie Bishop

EHMS Girls Basketball Coach

HCMS Assistant Softball Coach

HCMS Head Softball Coach

HCMS Girls Basketball Volunteer Coach

HCMS Assistant Girls Soccer Coach

## **Open Positions**

1 Secondary Math Position

1 Secondary Science Position

1 K-5 position

1 Intervention Position

1 Spanish Position

2 Special Education Positions

1 Speech Language Position

1 Behavior Support Position

Bus Drivers

\* Denotes a relationship under board policy 1.108. Applicants are qualified for the positions.

141 General Purpose School		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
<b>Revenues</b>							
40110	Current Property Tax	2,953,480.00	(49,602.93)	1.68 %	246,123.33	(49,347.33)	20.05 %
40120	Trustee's Collections - Prior Year	80,000.00	(21,766.72)	27.21 %	6,666.67	(4,318.64)	64.78 %
40125	Trustee's Collections - Bankruptcy	0.00	(157.52)	0.00 %	0.00	(54.18)	0.00 %
40130	Cir Clk/Clk & Master Collections-Pr Yr	45,000.00	(19,712.19)	43.80 %	3,750.00	(15,945.78)	425.22 %
40140	Interest And Penalty	21,000.00	(2,240.61)	10.67 %	1,750.00	(516.79)	29.53 %
40161	Payments In Lieu Of Taxes - T. V. A.	4,000.00	(1,347.83)	33.70 %	333.33	(268.36)	80.51 %
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	2,350,000.00	(704,385.36)	29.97 %	195,833.33	(232,206.33)	118.57 %
40270	Business Tax	30,000.00	(4,868.66)	16.23 %	2,500.00	(1,259.14)	50.37 %
41110	Marriage Licenses	1,300.00	(503.50)	38.73 %	108.33	(218.50)	201.69 %
43517	Tuition - Other	2,000.00	(500.00)	25.00 %	166.67	0.00	0.00 %
43570	Receipts From Individual Schools	30,000.00	(7,274.49)	24.25 %	2,500.00	(3,074.49)	122.98 %
43582	Community Service Fees - Adults	200.00	(82.20)	41.10 %	16.67	(46.00)	276.00 %
44120	Lease/Rentals	10,000.00	(7,018.17)	70.18 %	833.33	(505.00)	60.60 %
44170	Miscellaneous Refunds	30,000.00	(1,839.70)	6.13 %	2,500.00	0.00	0.00 %
44530	Sale Of Equipment	15,000.00	0.00	0.00 %	1,250.00	0.00	0.00 %
44560	Damages Recovered From Individuals	3,000.00	(83.48)	2.78 %	250.00	0.00	0.00 %
44570	Contributions & Gifts	15,000.00	(3,671.00)	24.47 %	1,250.00	(160.00)	12.80 %
46175	On-Behalf Contributions For OPEB	35,000.00	0.00	0.00 %	2,916.67	0.00	0.00 %
46511	Basic Education Program	23,031,000.00	(6,978,563.52)	30.30 %	1,919,250.00	(2,326,187.84)	121.20 %
46515	Early Childhood Education	417,796.00	(64,793.32)	15.51 %	34,816.33	(64,793.32)	186.10 %
46520	School Food Service	22,000.00	0.00	0.00 %	1,833.33	0.00	0.00 %
46550	Driver Education	5,000.00	0.00	0.00 %	416.67	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	0.00	0.00 %
46594	Family Resource Centers	59,223.00	(14,805.83)	25.00 %	4,935.25	0.00	0.00 %
46610	Career Ladder Program	45,000.00	0.00	0.00 %	3,750.00	0.00	0.00 %
46851	State Revenue Sharing -T.V.A.	240,000.00	0.00	0.00 %	20,000.00	0.00	0.00 %
46981	Safe Schools	86,560.00	0.00	0.00 %	7,213.33	0.00	0.00 %
46990	Other State Revenues	15,000.00	0.00	0.00 %	1,250.00	0.00	0.00 %
47640	Rotc Reimbursement	70,000.00	(4,794.70)	6.85 %	5,833.33	(2,397.35)	41.10 %
48990	Other	312,123.52	(43,152.38)	13.83 %	26,010.29	(4,087.50)	15.71 %
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 %
	<b>Total Revenues</b>	<b>30,299,682.52</b>	<b>(7,931,164.11)</b>	<b>26.18 %</b>	<b>2,524,973.54</b>	<b>(2,705,386.55)</b>	<b>107.15 %</b>
<b>Expenditures</b>							
71100	Regular Instruction Program	(15,319,463.00)	3,557,131.38	23.22 %	(1,276,621.92)	1,260,234.08	98.72 %

141 General Purpose School		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
71150	Alternative Instruction Program	(238,087.00)	40,531.45	17.02 %	(19,840.58)	13,597.00	68.53 %
71200	Special Education Program	(3,329,017.00)	668,823.93	20.09 %	(277,418.08)	234,443.28	84.51 %
71300	Career and Technical Education	(1,335,400.00)	248,218.11	18.59 %	(111,283.33)	67,790.28	60.92 %
72110	Attendance	(180,519.00)	41,477.50	22.98 %	(15,043.25)	10,168.02	67.59 %
72120	Health Services	(390,722.00)	105,775.28	27.07 %	(32,560.17)	31,749.44	97.51 %
72130	Other Student Support	(1,065,415.00)	197,977.14	18.58 %	(88,784.58)	58,223.50	65.58 %
72210	Regular Instruction Program	(1,421,957.00)	288,930.02	20.32 %	(118,496.42)	87,398.74	73.76 %
72220	Special Education Program	(125,050.00)	33,192.39	26.54 %	(10,420.83)	8,342.54	80.06 %
72230	Career and Technical Education	(211,246.52)	59,403.54	28.12 %	(17,603.88)	21,996.48	124.95 %
72250	Technology	(511,826.00)	202,970.53	39.66 %	(42,652.17)	19,231.75	45.09 %
72290	Other Programs	(35,000.00)	0.00	0.00 %	(2,916.67)	0.00	0.00 %
72310	Board Of Education	(684,913.00)	276,728.49	40.40 %	(57,076.08)	21,374.43	37.45 %
72320	Director Of Schools	(303,453.00)	95,398.51	31.44 %	(25,287.75)	19,200.53	75.93 %
72410	Office Of The Principal	(1,923,819.00)	464,964.50	24.17 %	(160,318.25)	113,491.56	70.79 %
72510	Fiscal Services	(50,000.00)	0.00	0.00 %	(4,166.67)	0.00	0.00 %
72610	Operation Of Plant	(2,433,500.00)	895,238.15	36.79 %	(202,791.67)	235,164.54	115.96 %
72620	Maintenance Of Plant	(1,424,070.00)	597,490.03	41.96 %	(118,672.50)	133,722.80	112.68 %
72710	Transportation	(2,405,422.00)	445,905.00	18.54 %	(200,451.83)	135,946.18	67.82 %
72810	Central And Other	(257,883.00)	9,821.40	3.81 %	(21,490.25)	749.00	3.49 %
73100	Food Service	(38,571.00)	0.00	0.00 %	(3,214.25)	0.00	0.00 %
73300	Community Services	(143,813.00)	29,495.02	20.51 %	(11,984.42)	8,515.01	71.05 %
73400	Early Childhood Education	(494,196.00)	103,527.70	20.95 %	(41,183.00)	29,576.20	71.82 %
76100	Regular Capital Outlay	(690,000.00)	0.00	0.00 %	(57,500.00)	0.00	0.00 %
	<b>Total Expenditures</b>	<b>(35,013,342.52)</b>	<b>8,363,000.07</b>	<b>23.89 %</b>	<b>(2,917,778.54)</b>	<b>2,510,915.36</b>	<b>86.06 %</b>
<b>Total</b>	<b>141</b> General Purpose School	<b>(4,713,660.00)</b>	<b>431,835.96</b>	<b>9.16 %</b>	<b>(392,805.00)</b>	<b>(194,471.19)</b>	<b>-49.51 %</b>

142 School Federal Projects		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
<b>Revenues</b>							
44170	Miscellaneous Refunds	0.00	0.00	0.00 %	0.00	0.00	0.00 %
47131	Vocational Educ - Basic Grants To	76,025.50	(16,367.16)	21.53 %	6,335.46	(16,367.16)	258.34 %
47141	Title 1 Grants To Local Educ Agencies	1,141,345.96	(235,042.11)	20.59 %	95,112.16	(74,328.77)	78.15 %
47143	Special Education - Grants To States	1,121,124.51	(171,501.81)	15.30 %	93,427.04	(61,916.18)	66.27 %
47145	Special Education Preschool Grants	47,431.09	(5,194.65)	10.95 %	3,952.59	(2,407.79)	60.92 %
47146	English Language Acquisition Grants	0.00	(5,299.00)	0.00 %	0.00	(3,150.00)	0.00 %
47148	Rural Education	183,248.52	(8,136.81)	4.44 %	15,270.71	(2,596.31)	17.00 %
47189	Eisenhower Prof Development State	168,770.92	(34,867.64)	20.66 %	14,064.24	(11,374.12)	80.87 %
47301	COVID-19 Grant #1	0.00	0.00	0.00 %	0.00	0.00	0.00 %
47307	COVID-19 Grant B	2,713,579.90	(93,664.00)	3.45 %	226,131.66	(93,664.00)	41.42 %
47309	COVID-19 Grant D	195,510.00	0.00	0.00 %	16,292.50	0.00	0.00 %
47401	American Rescue Plan Act Grant #1	6,732,404.58	(16,725.54)	0.25 %	561,033.72	(16,725.54)	2.98 %
47402	American Rescue Plan Act Grant #2	133,741.05	0.00	0.00 %	11,145.09	0.00	0.00 %
47403	American Rescue Plan Act Grant #3	11,038.16	0.00	0.00 %	919.85	0.00	0.00 %
47404	American Rescue Plan Act Grant #4	26,009.13	0.00	0.00 %	2,167.43	0.00	0.00 %
47590	Other Federal Through State	475,227.10	(72,176.40)	15.19 %	39,602.26	(18,444.14)	46.57 %
	<b>Total Revenues</b>	<b>13,025,456.42</b>	<b>(658,975.12)</b>	<b>5.06 %</b>	<b>1,085,454.70</b>	<b>(300,974.01)</b>	<b>27.73 %</b>
<b>Expenditures</b>							
71100	Regular Instruction Program	(3,869,888.31)	397,670.90	10.28 %	(322,490.69)	79,637.38	24.69 %
71150	Alternative Instruction Program	(52,214.09)	11,829.07	22.65 %	(4,351.17)	6,505.99	149.52 %
71200	Special Education Program	(966,335.46)	132,655.79	13.73 %	(80,527.96)	39,175.78	48.65 %
71300	Career and Technical Education	(54,975.50)	13,722.72	24.96 %	(4,581.29)	9,973.64	217.70 %
72110	Attendance	(68,356.35)	7,590.16	11.10 %	(5,696.36)	2,530.06	44.42 %
72120	Health Services	(47,752.80)	0.00	0.00 %	(3,979.40)	0.00	0.00 %
72130	Other Student Support	(621,111.62)	132,000.54	21.25 %	(51,759.30)	28,511.88	55.09 %
72210	Regular Instruction Program	(1,375,313.06)	168,672.69	12.26 %	(114,609.42)	42,882.15	37.42 %
72220	Special Education Program	(541,392.47)	85,841.19	15.86 %	(45,116.04)	23,401.24	51.87 %
72230	Career and Technical Education	(2,550.00)	0.00	0.00 %	(212.50)	0.00	0.00 %
72250	Technology	(179,476.10)	14,021.43	7.81 %	(14,956.34)	4,673.81	31.25 %
72610	Operation Of Plant	(2,026,828.17)	0.00	0.00 %	(168,902.35)	0.00	0.00 %
72710	Transportation	(3,000.00)	0.00	0.00 %	(250.00)	0.00	0.00 %
73100	Food Service	(200,000.00)	0.00	0.00 %	(16,666.67)	0.00	0.00 %
76100	Regular Capital Outlay	(3,008,003.58)	0.00	0.00 %	(250,666.97)	0.00	0.00 %
99100	Transfers Out	(8,258.91)	0.00	0.00 %	(688.24)	0.00	0.00 %
	<b>Total Expenditures</b>	<b>(13,025,456.42)</b>	<b>964,004.49</b>	<b>7.40 %</b>	<b>(1,085,454.70)</b>	<b>237,291.93</b>	<b>21.86 %</b>
<b>Total</b>	<b>142 School Federal Projects</b>	<b>0.00</b>	<b>305,029.37</b>	<b>100.00 %</b>	<b>0.00</b>	<b>(63,682.08)</b>	<b>0.00 %</b>

143 Central Cafeteria		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
<b>Revenues</b>							
43521	Lunch Payments - Children	603,000.00	(78,326.65)	12.99 %	50,250.00	0.00	0.00 %
43522	Lunch Payments - Adults	75,000.00	(6,465.54)	8.62 %	6,250.00	0.00	0.00 %
43523	Income From Breakfast	55,000.00	(24,096.50)	43.81 %	4,583.33	0.00	0.00 %
43525	A La Carte Sales	175,000.00	(36,954.28)	21.12 %	14,583.33	70.55	-0.48 %
43570	Receipts From Individual Schools	0.00	0.00	0.00 %	0.00	0.00	0.00 %
44110	Investment Income	0.00	(72.48)	0.00 %	0.00	(17.32)	0.00 %
44170	Miscellaneous Refunds	0.00	0.00	0.00 %	0.00	0.00	0.00 %
47111	USDA School Lunch Program	873,000.00	(491,852.62)	56.34 %	72,750.00	(245,926.31)	338.04 %
47113	Breakfast	540,000.00	(178,263.90)	33.01 %	45,000.00	(89,131.95)	198.07 %
47114	USDA - Other	15,000.00	(72,291.71)	481.94 %	1,250.00	(1,086.48)	86.92 %
	<b>Total Revenues</b>	<b>2,336,000.00</b>	<b>(888,323.68)</b>	<b>38.03 %</b>	<b>194,666.67</b>	<b>(336,091.51)</b>	<b>172.65 %</b>
<b>Expenditures</b>							
73100	Food Service	(2,336,000.00)	1,236,207.92	52.92 %	(194,666.67)	221,349.19	113.71 %
	<b>Total Expenditures</b>	<b>(2,336,000.00)</b>	<b>1,236,207.92</b>	<b>52.92 %</b>	<b>(194,666.67)</b>	<b>221,349.19</b>	<b>113.71 %</b>
<b>Total</b>	<b>143 Central Cafeteria</b>	<b>0.00</b>	<b>347,884.24</b>	<b>100.00 %</b>	<b>0.00</b>	<b>(114,742.32)</b>	<b>0.00 %</b>

## Civil Rights and Bullying Compliance Report

2021-2022

Total number of harassment, intimidation, bullying, or cyber-bullying cases brought to the attention of school officials	38
Total number of harassment, intimidation, bullying, or cyber-bullying cases where investigation indicated bullying <b>occurred</b>	14
Total number of confirmed harassment, intimidation, bullying, or cyber-bullying cases involving race, color, or national origin	6
Total number of confirmed harassment, intimidation, bullying, or cyber-bullying cases involving sex or gender-based discrimination	6
Total number of confirmed harassment, intimidation, bullying, or cyber-bullying cases involving disability	0
Total number of confirmed harassment, intimidation, bullying, or cyber-bullying cases involving the use of electronic technology	3
Total number of harassment, intimidation, bullying, or cyber-bullying cases, investigation not initiated within 48 hours, appropriate interventions not initiated within 20 days or cases still pending	0
Total number of harassment, intimidation, bullying, or cyber-bullying cases resulting in any disciplinary action other than out of school suspension such as parent/student conferences, safety plans, in school suspension, etc.	35

Total number of harassment, intimidation, bullying, or cyber-bullying cases resulting in out of school suspension less than 10 days	1
Total number of harassment, intimidation, bullying, or cyber-bullying cases resulting in out of school suspension of 10 days or more	2

Account Activity Summary  
Hickman  
07/01/2022 - 09/30/2022

Beginning Value - Investment Account	\$	2,297,407.13
Beginning Value - Alternative Invest. Acct.	\$	123,306.18
<b>Total Beginning Value</b> <sup>1 See Definitions</sup>	<b>\$</b>	<b>2,420,713.31</b>
<b>Additions</b> <sup>2</sup>		
Contributions <sup>3</sup>	\$	-
Dividends & Interest <sup>4</sup>	\$	11,166.12
<b>Withdrawals</b> <sup>5</sup>		
TSBA Fee <sup>6</sup>	\$	(1,512.95)
MS Fees <sup>7</sup>	\$	(1,053.16)
System Distributions <sup>8</sup>	\$	-
<b>Unadjusted Investment Earnings</b> <sup>9</sup>	<b>\$</b>	<b>(107,746.07)</b>
Ending Value - Investment Account	\$	2,183,103.88
Ending Value - Alternative Invest. Acct.	\$	138,463.37
<b>Total Ending Value</b> <sup>10</sup>	<b>\$</b>	<b>2,321,567.25</b>

**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*  
*07/01/2022 - 09/30/2022*

ACTIVITY DATE	ACTIVITY	DESCRIPTION		TYPE
		<b>Total Deposits</b>	<b>0.00</b>	

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Account Dividend & Interest Summary  
Hickman  
07/01/2022 - 09/30/2022

ACTIVITY DATE	ACTIVITY	DESCRIPTION		TYPE
07/01/2022	Dividend	PGIM SHORT-TERM CORP BOND Z	962.80	Cash
07/01/2022	Dividend	BLACKROCK HIGH EQ INCOME INST	907.98	Cash
07/01/2022	Dividend	PUTNAM FLOATING RATE INC Y	347.40	Cash
07/05/2022	Dividend	VANGUARD S&P 500 ETF	359.46	Cash
07/15/2022	LT Cap Gain	BLACKROCK HIGH EQ INCOME INST	79.83	Cash
07/18/2022	Dividend	PERFORMANCE TRUST STRAT BD I	836.80	Cash
07/29/2022	Interest Income	MORGAN STANLEY PRIVATE BANK NA	4.77	Cash
07/29/2022	Interest Income	MORGAN STANLEY PRIVATE BANK NA	0.29	Cash
07/29/2022	Interest Income	MORGAN STANLEY BANK N.A.	1.58	Cash
08/01/2022	Dividend	PGIM SHORT-TERM CORP BOND Z	1,033.32	Cash
08/01/2022	Dividend	BLACKROCK HIGH EQ INCOME INST	826.12	Cash
08/01/2022	Dividend	PUTNAM FLOATING RATE INC Y	355.21	Cash
08/16/2022	Dividend	PERFORMANCE TRUST STRAT BD I	630.30	Cash
08/19/2022	Dividend	LAZARD EMERG MKTS CORE EQ I	11.48	Cash
08/31/2022	Interest Income	MORGAN STANLEY PRIVATE BANK NA	0.66	Cash
08/31/2022	Interest Income	MORGAN STANLEY PRIVATE BANK NA	6.50	Cash
08/31/2022	Interest Income	MORGAN STANLEY BANK N.A.	26.74	Cash
09/01/2022	Dividend	PGIM SHORT-TERM CORP BOND Z	1,104.11	Cash
09/01/2022	Dividend	BLACKROCK HIGH EQ INCOME INST	971.43	Cash
09/01/2022	Dividend	PUTNAM FLOATING RATE INC Y	207.74	Cash
09/01/2022	Dividend	ANGEL OAK MULTI STRAT INC I	217.98	Cash
09/16/2022	Dividend	PERFORMANCE TRUST STRAT BD I	888.94	Cash
09/30/2022	Dividend	ISHARES CORE S&P U.S. GROWTH	436.67	Cash
09/30/2022	Dividend	ISHARES CORE S&P U.S. VALUE	917.33	Cash
09/30/2022	Interest Income	MORGAN STANLEY PRIVATE BANK NA	23.41	Cash
09/30/2022	Interest Income	MORGAN STANLEY PRIVATE BANK NA	1.05	Cash
09/30/2022	Interest Income	MORGAN STANLEY BANK N.A.	6.22	Cash
		<b>Total Dividends and Interest</b>	<b>11,166.12</b>	

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Account Fee Summary  
Hickman  
07/01/2022 - 09/30/2022

ACTIVITY DATE	ACTIVITY	DESCRIPTION		TYPE
07/08/2022	CASH TRANSFER	FUNDS TRANSFERRED	-1,512.95	Cash
07/08/2022	Service Fee	ADV FEE 07/01-07/31	-346.86	Cash
07/20/2022	Service Fee Adj	NET PLATFORM CREDIT	0.32	Cash
08/05/2022	Service Fee	ADV FEE 08/01-08/31	-365.37	Cash
09/08/2022	Service Fee	ADV FEE 09/01-09/30	-341.25	Cash
		<b>Total Withdrawals</b>	<b>-2,566.11</b>	

\*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 choose 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.

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**Hickman County Schools Board Agenda Item Request**

Date: 19-Oct-22

Name of School: Hickman County High School

Item Requested: Drill Competition

Explanation: HCHS JROTC request permission to host a Drill Competition

on 21JAN2023 at Tennessee Army National Guard Armory in accordance with Cadet Command Regulation 145-2.

145-2. The event will begin at 0800hrs (8:00 am) and will conclude by 1500hrs (3:00 pm).

This meet will host the members of the Natchez Trace Military Sports District (Independence,

Centennial, Creekwood, Dickson, Hickman, Spring Hill)

Attachments (if necessary and appropriate):

Signature of Person requesting to be placed on the agenda:

Mary Scott Hilly

Signature of Building Principal

R. P.



**Hickman County Schools Board Agenda Item Request**

Date: 19-Oct-22

Name of School: Hickman County High School

Item Requested: Overnight & Out-of-State Trip Request

Explanation: HCHS JROTC request permission to attend the 7th Brigade Regional Drill, Air Rifle, Academics

Robotics, Drone, and Archery competition at North Harding High School and Fort Knox, KY on March 10th and 11th 2023.

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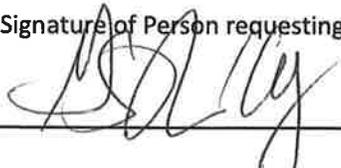
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Attachments (if necessary and appropriate):

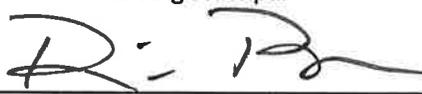
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Signature of Person requesting to be placed on the agenda:

  
\_\_\_\_\_

Signature of Building Principal

  
\_\_\_\_\_



### Hickman County Schools Trip Request

Name of School: \_\_\_\_\_ HCHS \_\_\_\_\_

Name of Club/Group: \_\_\_\_\_ JROTC \_\_\_\_\_

Trip Requested: \_\_\_\_\_ (Fort Knox, KY) Out-of-state & Overnight \_\_\_\_\_

Purpose: \_\_\_\_\_ Regional Drill, Air Rifle, Academic, Robotics, Drone, and Archery Competition \_\_\_\_\_

Date and Time frame: \_\_\_\_\_ March 10, 2023 Depart after announcements to March 11, 2023 return by 5:00 pm (Central Standard Time) \_\_\_\_\_

Number of Students: \_\_\_\_\_ 24 \_\_\_\_\_

Number of Chaperones: \_\_\_\_\_ 3-5 Female (Julie Brashears, April Wilkerson, Luara Burns) \_\_\_\_\_

Cost Associated: \_\_\_\_\_ Lunch meal March 10th & March 11th \_\_\_\_\_

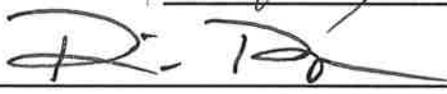
Attachments (any information or permission slips that are sent home with students)

Has the cafeteria been notified? \_\_\_\_\_ No \_\_\_\_\_ Number of Lunches needed? \_\_\_\_\_ N/A \_\_\_\_\_

How will students travel? \_\_\_\_\_ 2- Minivans contracted by United States Army Cadet Command, POV: April Wilkerson, 1SG Scott Riley, Laura Burns) \_\_\_\_\_

Is a transportation request attached if system transportation is needed? \_\_\_\_\_ N/A \_\_\_\_\_

Teacher : \_\_\_\_\_  \_\_\_\_\_ 1SG RILEY \_\_\_\_\_

Signature of Principal: \_\_\_\_\_  \_\_\_\_\_

Signature of instructional Supervisor \_\_\_\_\_

\*Per Hickman County Board of Education policy 4.302, any requested trip that has an out-of-state destination and/or is planned for overnight must have prior approval by the Board of Education.



**Hickman County Schools Board Agenda Item Request**

Date: 19-Oct-22

Name of School: Hickman County High School

Item Requested: Military Ball (Formal)

Explanation: HCHS JROTC request permission to host its annual formal event on March 25th 2023

at the HCHS gymnasium.

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\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

Attachments (if necessary and appropriate):

\_\_\_\_\_

\_\_\_\_\_

Signature of Person requesting to be placed on the agenda:

*Mary Scott Kelly*

Signature of Building Principal

*R-B*

\_\_\_\_\_



Hickman County Schools Board Agenda Item Request

Date: 10/6/22

Name of School: HCMS

Item Request: Beta Convention

Explanation:

HCMS Beta Club would like to ask permission  
to attend the State Beta Convention at Gaylord  
Opryland Hotel in Nashville November 20-22nd.

Attachments (if necessary and appropriate):

Signature of Person requesting to be placed on the agenda:

Faith Janner

Signature of Building Principal:

Jana S. Higgins



Hickman County Schools Trip Request

Name of School: HCMS

Name of Club/Group: Beta Club

Trip Requested: State Beta Convention

Purpose: Students compete in arts & academics

Date and Time frame: Nov. 20<sup>th</sup> - 22<sup>nd</sup>

Number of Students: 15

Number of Chaperones: Male 1 Female 3

Costs associated: \$130 per student

Attachments (any information or permission slips that are sent home with students)

Has the cafeteria been notified? N/A Number of Lunches needed? 0

How will students travel? parents

Is a transportation request attached if system transportation is needed? N/A Parent Drivers

Signature of person requesting the trip Yaith Ganner

Signature of Principal Jina S. Shipp

Signature of Instructional Supervisor Misty Shelton

\*Per Hickman County Board of Education policy 4.302, any requested trip that has an out-of-state destination and/or is planned for overnight must have prior approval by the Board of Education.

Hickman County Board of Education  
 Budget Amendment 10  
 General Purpose - Fund 141  
 November 7, 2022

Account	Description	Debit	Credit	Justification
71100 - 499 -	Other Supplies & Materials	\$ 15,000.00		To properly code some expenditures to outside support
71100 - 499 - SS	Other Supplies & Materials		\$ 15,000.00	
72410 - 399 -	Other Contracted Services	18,000.00		Allocates funds for purchase of Intercomm Equipment at EHES & EHIS
72410 - 399 - EHES	Other Contracted Services	5,000.00		
72410 - 399 - EHIS	Other Contracted Services	5,000.00		
72410 - 204 -	State Retirement	5,000.00		
72410 - 701 -	Administrative Equip		33,000.00	
<b>TOTALS</b>		<b>\$ 48,000.00</b>	<b>\$ 48,000.00</b>	

**Approved:**

**Attest:**

**Tim Hobbs**

**Michelle Gilbert**

**Hickman County Board of Education**  
**Budget Amendment 11**  
**General Purpose - Fund 141**  
**November 7, 2022**

Account	Description	Debit	Credit	Justification
48990 - -	Revenue	\$ 3,000.00		MLEC Adopt-A-Class Grant
71100 - 429 - HCHS	Instructional Supplies & Mat		\$ 1,000.00	
71100 - 429 HCMS			2,000.00	
<b>TOTALS</b>		<b>\$ 3,000.00</b>	<b>\$ 3,000.00</b>	

**Approved:**

**Attest:**

**Tim Hobbs**

**Michelle Gilbert**

Hickman County Board of Education

Budget Amendment 12

Food Service - Fund 143

November 7, 2022

Account	Description	Debit	Credit	Justification
47117 - - 73100 - 422 - SCA	Revenue Food Supplies	\$ 66,983.75	\$ 66,983.75	Funding for purchasing of Milk relating to price increases
	TOTALS	\$ 66,983.75	\$ 66,983.75	

Approved:

Attest:

Tim Hobbs

Michelle Gilbert

# Hickman County School System Proposed 2023-2024 School Calendar

July 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
August 2023						
S	M	T	W	T	F	S
		1 - HD	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20-HD	21	22	23
24	25	26	27	28	29	30
31						

Instructional Day-180	<b>HD</b>	Dismiss 10am
Schools Closed	<b>EG</b>	End of Gr. Pd.
Administrative Day-3	<b>RC</b>	Report Cards
Inservice Training		
Parent/Teacher Conf.-1		
Professional Dev.-(2)		
Final Report Card Day		

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21-HD	22	23	24	25
26	27	28	29	30	31	

**Graduation May 18th**

August	22	January	19
September	20	February	20
October	16	March	16
November	17	April	22
December	14	May	14
	<b>89</b>		<b>91</b>

# Hickman County School System 2023-2024 Proposed 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	22				1	1	24	***
September	20	<1			1		22	08/31/23
October	16			1	1		18	09/29/23
November	17				1		18	10/31/23
December	14				1		15	11/30/23
January	19	<1			1		20	12/20/23
February	20			**1	1		22	01/31/24
March	16				1		17	02/29/24
April	22				1		23	03/22/24
May	14				1	1	16	4/30/24 ****5/21/24
June								**** June, 2024 **** June, 2024
<b>Total</b>	<b>180</b>	<b>&lt;Included</b>	<b>5</b>	<b>2</b>	<b>10</b>	<b>3</b>	<b>200</b>	

\*Three In-service Training days, jointly decided upon by the principal and teacher, shall be completed from July 1, 2023 through May 31, 2024.

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

\*\*\*The 2023-2024 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 (11<sup>th</sup>) and twelfth (12<sup>th</sup>) checks are deposited into bank account before June 30, 2024.

\*\*\*\*\*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.

<b>July 27-28</b>	<b>In-service Training</b>
<b>July 31</b>	<b>Administrative Day</b>
<b>August 1</b>	<b>First Student Day: Abbreviated Day (Students Dismissed at 10:00 AM – Buses Run)</b>
<b>August 2</b>	<b>Administrative Day</b>
<b>August 3</b>	<b>Full Day of Classes Begin</b>
<b>September 4</b>	<b>Labor Day (Schools Closed)</b>
<b>September 5</b>	<b>Professional Development (Teachers/Staff Report – Students Do Not Report)</b>
<b>October 9-13</b>	<b>Fall Break (Schools Closed)</b>
<b>October 23</b>	<b>Parent-Teacher Conferences 10:00 AM - 4:00 PM (Students Do Not Report)</b>
<b>November 20-24</b>	<b>Thanksgiving Break (Schools Closed)</b>
<b>December 20</b>	<b>Abbreviated Day (Students Dismissed at 10:00 AM – Buses Run)</b>
<b>December 21-January 3</b>	<b>Christmas Break (Schools Closed)</b>
<b>January 4</b>	<b>Professional Development (Teachers/Staff Report – Students Do No Report)</b>
<b>January 5</b>	<b>Students Return from Christmas Break</b>
<b>January 15</b>	<b>Martin Luther King, Jr. Day (Schools Closed)</b>
<b>February 19</b>	<b>President's Day (Schools Closed)</b>
<b>March 25-29</b>	<b>Spring Break (Schools Closed)</b>
<b>May 17</b>	<b>Last Full Day of School</b>
<b>May 18</b>	<b>Hickman County High School Graduation 10:00 AM</b> <b>East Hickman High School Graduation 2:00 PM</b>
<b>May 20</b>	<b>Administrative Day</b>
<b>May 21</b>	<b>Abbreviated Day (8:00 AM – 10:00 AM - Buses will not Run)</b>



Hickman County Schools Board Agenda Item Request

Date: October 24th, 2022  
Name of School: Central Office  
Item Request: Approval of Compliance report

Explanation:

Approval of yearly compliance report

Attachments (if necessary and appropriate):

See attached paperwork with links to laws and regulations

*→ this was <sup>also</sup> sent via email to Debbie B.*

Signature of Person requesting to be placed on the agenda:

*Misty Shelton*  
\_\_\_\_\_

Signature of Building Principal:

\_\_\_\_\_



## Appendix B

For your convenience, the following is a list of helpful links to state education laws and SBE rules:

Public chapters regarding education passed during the 2022 legislative session: [https://www.tn.gov/content/dam/tn/education/legal/2022\\_Legislative\\_Report\\_final.pdf](https://www.tn.gov/content/dam/tn/education/legal/2022_Legislative_Report_final.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 education laws or SBE rules, please contact the department's general counsel, Christy Ballard, at (615) 741-2921 or [Christy.Ballard@tn.gov](mailto:Christy.Ballard@tn.gov).



Hickman County Schools Board Agenda Item Request

Date: 9-26-2022

Name of School: All Schools

Item Request: Surplus Auction

Explanation:

Request for auction of surplus items. The  
date of auction would be November 12<sup>th</sup> and  
the rain date would be November 19<sup>th</sup>.

Attachments (if necessary and appropriate):

Signature of Person requesting to be placed on the agenda:

Mike Pankert

Signature of Building Principal:

Michelle Givert



**Mike Plunkett**   
**Director of Maintenance**  
**115 Murphree Avenue**  
**Centerville, Tn 37033**

**Request for a Declaration of Surplus Property by the HCBOE.**

**Listing is as follows:**

**J D. Mower zero turn/ blown motor**

**Misc. old computer parts**

**Misc. desks and damaged furniture**

**Old filing cabinets**

**playground equipment**

**mixed scrap metal**

**Old HVAC units**

**Any other non needed not used miscellaneous last minute items not listed that will be added before auction from school buildings purging.**

**Mike Plunkett**

# AIA<sup>®</sup> Document B132™ – 2019

## **Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition**

**AGREEMENT** made as of the Thirty-first day of October in the year Two Thousand Twenty-two  
(*In words, indicate day, month, and year.*)

**BETWEEN** the Architect's client identified as the Owner:  
(*Name, legal status, address, and other information*)

Hickman County Schools  
114 North Central Avenue  
Suite 203  
Centerville, TN 37033

and the Architect:  
(*Name, legal status, address, and other information*)

Lyle Cook Martin Architects, LLC  
310 Franklin Street, Suite B  
Clarksville, Tennessee 37040

for the following Project:  
(*Name, location, and detailed description*)

Renovations and additions to five schools for the Hickman County School System to include East Elementary, East Intermediate, East Middle, Centerville Elementary and Hickman Middle Schools.  
Work includes mechanical system upgrades, electrical upgrades, replacing doors and windows, kitchen enhancements, sewer line improvements and a restroom addition.

The Construction Manager:  
(*Name, legal status, address, and other information*)

Codell Construction Company  
4475 Rockwell Road  
Winchester, KY 40391

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

**TABLE OF ARTICLES**

1 INITIAL INFORMATION  
2 ARCHITECT'S RESPONSIBILITIES  
3 SCOPE OF ARCHITECT'S BASIC SERVICES  
4 SUPPLEMENTAL AND ADDITIONAL SERVICES  
5 OWNER'S RESPONSIBILITIES  
6 COST OF THE WORK  
7 COPYRIGHTS AND LICENSES  
8 CLAIMS AND DISPUTES  
9 TERMINATION OR SUSPENSION  
10 MISCELLANEOUS PROVISIONS  
11 COMPENSATION  
12 SPECIAL TERMS AND CONDITIONS  
13 SCOPE OF THE AGREEMENT

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Reference attached Hickman County Schools ESSER construction/renovation projects spreadsheet.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

The project generally consists of the renovation and or improvements of five existing schools as listed on page 1 of the contract.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Esser 2 total = \$2,232,548 – Esser 3 total = \$2,106,235\*. The owners total budget at the time of this contract is \$4,338,783.00.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Esser 2 – To be Determined

Init.

Esser 3 – To be Determined

**.2 Construction commencement date:**

Esser 2 – To be Determined  
Esser 3 – To be Determined

**.3 Substantial Completion date or dates:**

**.4 Other milestone dates:**

**§ 1.1.5** The Owner intends the following procurement method for the Project:  
*(Identify method such as competitive bid or negotiated contract.)*

Competitive Bid with a Construction Advisor

**§ 1.1.6** The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:  
*(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)*

**§ 1.1.7** The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

All new construction and / or systems shall meet all energy code requirements.

**§ 1.1.7.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.4:  
*(List name, address, and other contact information.)*

Brett Meade  
Codell Construction Company  
4475 Rockwell Road  
Winchester, Kentucky 40391  
859.744.2222

**§ 1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

**§ 1.1.10** The Owner shall retain the following consultants and Contractors:  
*(List name, legal status, address, and other contact information.)*

**.1 Construction Manager:**

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**User Notes:**

(1751479642)

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)*

Codell Construction Company  
4475 Rockwell Road  
Winchester, Kentucky 37033

**.2 Land Surveyor:**

N/A

**.3 Geotechnical Engineer:**

N/A

**.4 Civil Engineer:**

N/A

**.5 Other consultants and Contractors:**

*(List any other consultants and Contractors retained by the Owner.)*

N/A

**§ 1.1.11** The Architect identifies the following representative in accordance with Section 2.4:  
*(List name, address, and other contact information.)*

Brad Martin, AIA  
Lyle Cook Martin Architects, LLC  
310 Franklin St., Suite B  
Clarksville, TN 37040  
931.552-4771

**§ 1.1.12** The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.12.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

Todd Walker, P.E.  
K&S Engineering, PLLC  
124 Hillcrest Drive  
Clarksville, TN 37043

931.647-5542

**.2 Mechanical Engineer:**

Ben Hunter, P.E.  
Entech Engineering, Inc.  
5301 Virginia Way, Suite 140  
Brentwood, TN 37027  
615.373-2640

**.3 Electrical Engineer:**

Entech Engineering, Inc.  
5301 Virginia Way, Suite 140  
Brentwood, TN 37027  
615.373-2640

**§ 1.1.12.2 Consultants retained under Supplemental Services:**

**§ 1.1.13 Other Initial Information on which the Agreement is based:**

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**§ 1.4** The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

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User Notes:

(1751479642)

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$2,000,000. ) for each occurrence and (\$ ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000. ) each accident, One Million Dollars (\$1,000,000. ) each employee, and One Million Dollars (\$1,000,000. ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000. ) per claim and Two Million Dollars (\$2,000,000. ) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

Init.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations.

Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Contractors;
- .3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and
- .4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors’ failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

**§ 3.6.3.2** The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.3** The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.4** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information

given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner or Not Provided)</i>
§ 4.1.1.1 Assistance with selection of Construction Manager	N/P
§ 4.1.1.2 Programming	N/P
§ 4.1.1.3 Multiple preliminary designs	N/P
§ 4.1.1.4 Measured drawings	N/P
§ 4.1.1.5 Existing facilities surveys	N/P
§ 4.1.1.6 Site evaluation and planning	N/P
§ 4.1.1.7 Building Information Model management responsibilities	N/P
§ 4.1.1.8 Development of Building Information Models for post construction use	N/P
§ 4.1.1.9 Civil engineering	N/P
§ 4.1.1.10 Landscape design	N/P
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	N/P
§ 4.1.1.13 Cost estimating	N/P
§ 4.1.1.14 On-site project representation	N/P
§ 4.1.1.15 Conformed documents for construction	N/P
§ 4.1.1.16 As-designed record drawings	N/P
§ 4.1.1.17 As-constructed record drawings	Architect
§ 4.1.1.18 Post-occupancy evaluation	N/P
§ 4.1.1.19 Facility support services	N/P
§ 4.1.1.20 Tenant-related services	N/P
§ 4.1.1.21 Architect’s coordination of the Owner’s consultants	Architect
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning	N/A
§ 4.1.1.24 Commissioning	Architect
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.26 Historic preservation	N/A
§ 4.1.1.27 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.28 Other services provided by specialty Consultants	N/A
§ 4.1.1.29 Other Supplemental Services	N/A

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

the above listed potential supplementary services are self explanatory.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

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- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 Two per month ( ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the

Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct

communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend. The Architect’s duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

Four hundred twenty-nine thousand twenty-five dollars (\$429,025.00)  
Fee Calculation Table Attached & Hickman County Schools Esser Construction/Renovation Projects  
(Tentative)

- .2 Percentage Basis  
(Insert percentage value)

N/A ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

\$155.00/hour – Principal  
 \$125.00/hour – Associate  
 \$ 95.00/hour – Drafting  
 \$ 75.00/hour - Administrative

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Hourly Rates as listed per 11.2

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent ( 20 %), or as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

\$155.00/hour – Principal  
 \$125.00/hour – Associate  
 \$ 95.00/hour – Drafting  
 \$ 75.00/hour – Administrative

**Employee or Category**

**Rate (\$0.00)**

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus Twenty percent ( 20 %) of the expenses incurred.

**§ 11.9 Architect’s Insurance**

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

§ 11.10.1.1 An initial payment of zero ( \$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A ( \$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

5 % Five

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

Attached

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
(Insert the date of the E203-2013 incorporated into this Agreement.)

.3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:  
(Insert the date of the E235-2019 incorporated into this Agreement.)

Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

Esser Construction Projects produced by Hickman Co. Schools  
A/E Fee Calculation based on Construction Projects

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Michelle Gilbert Hickman County Director of Schools

(Printed name and title)

ARCHITECT (Signature)

Bradley A. Martin, III, AIA President.

(Printed name, title, and license number, if applicable)

Init.

# **Additions and Deletions Report for** **AIA® Document B132™ – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:44:20 ET on 10/31/2022.

## **PAGE 1**

**AGREEMENT** made as of the Thirty-first day of October in the year Two Thousand Twenty-two

...

Hickman County Schools  
114 North Central Avenue  
Suite 203  
Centerville, TN 37033

...

Lyle Cook Martin Architects, LLC  
310 Franklin Street, Suite B  
Clarksville, Tennessee 37040

...

Renovations and additions to five schools for the Hickman County School System to include East Elementary, East Intermediate, East Middle, Centerville Elementary and Hickman Middle Schools.  
Work includes mechanical system upgrades, electrical upgrades, replacing doors and windows, kitchen enhancements, sewer line improvements and a restroom addition.

...

Codell Construction Company  
4475 Rockwell Road  
Winchester, KY 40391  
**PAGE 2**

Reference attached Hickman County Schools ESSER construction/renovation projects spreadsheet.

...

The project generally consists of the renovation and or improvements of five existing schools as listed on page 1 of the contract.

...

Esser 2 total = \$2,232,548 – Esser 3 total = \$2,106,235\*. The owners total budget at the time of this contract is \$4,338,783.00.

...

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**User Notes:**

(1751479642)

Esser 2 – To be Determined  
Esser 3 – To be Determined

**PAGE 3**

Esser 2 – To be Determined  
Esser 3 – To be Determined

...

Competitive Bid with a Construction Advisor

...

All new construction and / or systems shall meet all energy code requirements.

...

Brett Meade  
Codell Construction Company  
4475 Rockwell Road  
Winchester, Kentucky 40391  
859.744.2222

**PAGE 4**

Codell Construction Company  
4475 Rockwell Road  
Winchester, Kentucky 37033

N/A

...

N/A

...

N/A

...

N/A

...

Brad Martin, AIA  
Lyle Cook Martin Architects, LLC  
310 Franklin St., Suite B  
Clarksville, TN 37040  
931.552-4771

...

Todd Walker, P.E.  
K&S Engineering, PLLC  
124 Hillcrest Drive

Clarksville, TN 37043  
931.647-5542

PAGE 5

Ben Hunter, P.E.  
Entech Engineering, Inc.  
5301 Virginia Way, Suite 140  
Brentwood, TN 37027  
615.373-2640

...

Entech Engineering, Inc.  
5301 Virginia Way, Suite 140  
Brentwood, TN 37027  
615.373-2640

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000. ) for each occurrence and ( \$ ) in the aggregate for bodily injury and property damage.

...

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000. ) each accident, One Million Dollars (\$ 1,000,000. ) each employee, and One Million Dollars (\$ 1,000,000. ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000. ) per claim and Two Million Dollars (\$ 2,000,000. ) in the aggregate.

PAGE 13

§ 4.1.1.1	Assistance with selection of Construction Manager	<u>N/P</u>
§ 4.1.1.2	Programming	<u>N/P</u>
§ 4.1.1.3	Multiple preliminary designs	<u>N/P</u>
§ 4.1.1.4	Measured drawings	<u>N/P</u>
§ 4.1.1.5	Existing facilities surveys	<u>N/P</u>
§ 4.1.1.6	Site evaluation and planning	<u>N/P</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>N/P</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>N/P</u>
§ 4.1.1.9	Civil engineering	<u>N/P</u>
§ 4.1.1.10	Landscape design	<u>N/P</u>
§ 4.1.1.11	Architectural interior design	<u>Architect</u>
§ 4.1.1.12	Value analysis	<u>N/P</u>
§ 4.1.1.13	Cost estimating	<u>N/P</u>
§ 4.1.1.14	On-site project representation	<u>N/P</u>
§ 4.1.1.15	Conformed documents for construction	<u>N/P</u>
§ 4.1.1.16	As-designed record drawings	<u>N/P</u>
§ 4.1.1.17	As-constructed record drawings	<u>Architect</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>N/P</u>
§ 4.1.1.19	Facility support services	<u>N/P</u>
§ 4.1.1.20	Tenant-related services	<u>N/P</u>

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User Notes:

(1751479642)

§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.22	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.23	Security evaluation and planning	<u>N/A</u>
§ 4.1.1.24	Commissioning	<u>Architect</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.26	Historic preservation	<u>N/A</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>N/A</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>N/A</u>
§ 4.1.1.29	Other Supplemental Services	<u>N/A</u>

PAGE 14

the above listed potential supplementary services are self explanatory.

PAGE 15

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 Two per month ( ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 21

N/A

...

N/A

PAGE 22

Four hundred twenty-nine thousand twenty-five dollars (\$429,025.00)  
Fee Calculation Table Attached & Hickman County Schools Esser Construction/Renovation Projects  
(Tentative)

...

N/A ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

PAGE 23

\$155.00/hour – Principal  
\$125.00/hour – Associate  
\$ 95.00/hour – Drafting  
\$ 75.00/hour - Administrative

...

Hourly Rates as listed per 11.2

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent ( 20 %), or as follows:

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

\$155.00/hour – Principal  
\$125.00/hour – Associate  
\$ 95.00/hour – Drafting  
\$ 75.00/hour – Administrative

PAGE 24

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Twenty percent ( 20 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

5 % Five

PAGE 25

Attached

...

Esser Construction Projects produced by Hickman Co. Schools  
A/E Fee Calculation based on Construction Projects

...

Michelle Gilbert Hickman County Director of Schools

Bradley A. Martin, III, AIA President,

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Brad Martin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:44:20 ET on 10/31/2022 under Order No. 2114322301 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

**Revisions – AIA® Document B132™ - 2019**  
**between Hickman County Schools and Lyle Cook Martin architects, LLC**

§ 2.6.1 Commercial General Liability...and Two Million Dollars (\$2,000,000.00) in the aggregate....

§ 2.6.2 Automobile Liability covering...not less than One Million Dollars (\$1,000,000.00) per accident....

§ 3.6.2.4 Interpretations and decisions of the Architect...The Owner’s decisions on matters of aesthetic effect shall be final.

§ 3.6.5.2 With Owner’s consent, the Architect may order minor changes in the Work....

§ 5.3.1 The Owner acknowledges....sufficient to cover such costs, provided, however, that such additional costs shall not cause Owner to exceed federal grant funding identified in Article 12 herein.

§ 7.3.1 In the event....from such uses. (Delete beginning “The Owner, to the extent...” through “under this Section 7.3.1.)

§ 8.2.4 Select, as amended, “Litigation in a court of competent jurisdiction in Hickman County, Tennessee.”

§ 11.8.2 For Reimbursable Expenses the compensation...plus Ten percent (10%) of the expenses incurred.

Insert Article 12, Special Terms and Conditions (following)

**ARTICLE 12: SPECIAL TERMS AND CONDITIONS**

The Special Terms and Condition set forth below shall, as the case may be, modify, delete, add to and replace by substitution certain provisions of the AIA® Document B132™ – 2019 and AIA® Document A232™ – 2019 and all documents incorporated therein (“Agreement”). For any article, paragraph, sub-paragraph, clause or language of the Agreement that is deleted, modified, added to or otherwise changed by this Addendum, the unaltered provisions of that article, paragraph, sub-paragraph, clause or language shall remain in full force or effect. If, however, and to the extent the conditions set forth below are inconsistent with the Agreement or any other documents, including, but not limited to, any incorporated document(s), the conditions set forth below shall supersede and control.

**MILESTONE DATES**

Notwithstanding any other provision in the Contract Documents, any and all Project work for which the Board will provide payment from the ESSER II Fund under the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, enacted December 27, 2020, must be fully completed by or before June 30, 2023; and any and all Project work for which the Board will provide payment from the ARP ESSER Fund (ESSER III) under the American Rescue Plan (ARP), enacted March 11, 2021, must be fully completed by or before June 30, 2024. The Architect has no control or responsibility for construction and cannot be held accountable for the work of

others. Design, construction documents and design fee payment submittals shall be completed by the Owner's funding timeline.

#### CONTRACT EXTENSION

It is expressly understood by the Architect that due to Owner's Project funding source, notwithstanding any other provision in the Contract Documents, that neither the Contract Time nor the Contract Sum will be modified without the consent of Owner. All work contemplated by the Contract Documents must be completed within the time frames permitted by the federal grant funding. and under no circumstances whatsoever will the Contract Time be extended beyond June 30, 2024, nor will the expenditures for the Project, including, but not limited to, compensation of the Architect, Construction Manager and any contractor or subcontractor, exceed the total amount of grant funding. Again, the Architect cannot be held accountable for construction time or supply chain delays.

#### DISCLOSURE OF CONFIDENTIAL INFORMATION

Disclosure of confidential or business proprietary information pursuant to AIA® Document C132™-2019 § 10.8.1 shall not require seven days' notice to the other party but shall be permissible upon advance notice to the other party.

#### MATERIALS

All materials incorporated in work on the Project(s) must be new and unused and, when not specified in detail in the Contract Documents, all materials incorporated in the Work must be of a suitable grade and quality for the purpose intended.

#### ADDITIONAL SERVICES OR OTHER ADDITIONAL COSTS

NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT DOCUMENTS, NO ADDITIONAL SERVICES WILL BE PERFORMED NOR ADDITIONAL COSTS INCURRED WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER.

#### PROTOCOLS

Any requirement for protocols in AIA® Document C132™-2019 §§ 1.3 and 1.3.1 are superseded by AIA® Document C132™-2019 §2.10 as amended by Owner and Construction Manager.

#### BINDING DISPUTE RESOLUTION

The method of binding dispute resolution shall be litigation in a court of competent jurisdiction in, or if unavailable in, then the court of competent jurisdiction nearest, Hickman County, Tennessee.

#### INDEMNITY, LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY.

1. Pursuant to Article II, Section 29 of the Tennessee Constitution, Owner is prohibited from lending its credit to private entities and, therefore, prohibits an agreement by Owner to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in this Agreement requiring Owner to indemnify or hold harmless Architect or any other person or entity and any disclaimer of warranties or other

limitation of liability in favor of Architect is enforceable only to the extent permitted by Tennessee law, provided, in addition, that Owner's monetary limits of liability under any such provision is limited to the monetary limits of liability provided for in the Tennessee Governmental Tort Liability Act ("TGTLA", at Tenn. Code Ann. § 29-20-101 *et seq*). No provision of this Agreement shall act or be deemed a waiver by Owner of any immunity, including its rights or privileges or of any provision of the TGTLA. Owner reserves all rights afforded to local governments under law for all general and implied warranties. No provision of this Agreement shall constitute a debt or pledge of the full faith and credit of the Owner nor shall any provision of this Agreement act or be deemed a waiver by Owner of its rights or privileges as a sovereign entity.

#### LIENS PROHIBITED

Architect acknowledges that no claim or lien upon the Project, nor upon any of the land upon which said improvements are so erected, built, or situated, is permitted as such property is public property belonging to a political subdivision of the state of Tennessee.

#### SITE ACCESS

Architect shall maintain control over all of its employees and others for whom Architect is responsible. Architect shall remove or cause to be removed from the project any person or entity for whom Architect is responsible who is determined by the Owner or the Architect to be detrimental to the project.

#### NON-DISCRIMINATION

Architect hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this Agreement on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee constitutional or statutory law.

#### BACKGROUND CHECKS

Architect shall comply with all provisions of Tennessee Code Annotated § 49-5-413(d) for each employee who may have direct contact with school children or who will come on or about school property when children are present. Architect shall ensure that consultants, agents, subsidiaries and/or affiliates, if any, comply with the statutory requirements described in this paragraph.

#### IDENTIFICATION TAGS

Architect shall require its employees or agents to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall have identification of the individual by number or other identifying medium in a typeface large enough to be seen from a reasonable distance.

#### NO PERSONAL LIABILITY

No board member, administrator, official, agent or employee of Owner shall be personally liable to the Architect or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by Owner; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

### MODIFICATION OF AGREEMENT

No change, alteration or modification of the Agreement shall be effective unless in writing and signed by a duly authorized agent of the respective parties hereto. Modifications to AIA® Document A232™-2019 made by Owner and Construction Manager, where applicable, shall be effective as to Architect and its employees or agents.

### CERTIFICATION REGARDING ISRAEL

By execution of the Agreement, Architect certifies that its company is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

### EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this contract, the Architect agrees as follows:

- (1) The Architect will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Architect will, in all solicitations or advertisements for employees placed by or on behalf of the company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.
- (3) The Architect will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Architect's legal duty to furnish information.

### ENVIRONMENTAL PROTECTION

The Architect acknowledges that design elements that may violate the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and with all applicable standards, orders or regulations issued pursuant thereto, are prohibited.

### DEBARMENT AND SUSPENSION

Architect agrees that neither its company nor the company's consultants, agents, subsidiaries, affiliates or vendors, if any, are listed on the governmentwide exclusions in the System for Award

Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

#### BYRD ANTI-LOBBYING AMENDMENT

Architect will file the certifications, including any lower tier disclosures, if required by 31 U.S.C. 1252, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

#### PROCUREMENT OF RECOVERED MATERIALS

Architect acknowledges that items specified in its design must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, so that, but not limited to, procurement is not required for items not designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; solid waste management services may be procured in a manner that maximizes energy and resource recovery; and an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines may be implemented.

#### DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Architect will exercise a preference in its design for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), and will include this requirement in all subcontracts and purchase orders for work or products.

#### PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Architect will not procure or obtain or include in its design any telecommunications or video surveillance equipment, services, or systems that use telecommunications equipment or services prohibited by 2 C.F.R. 200.216.

Portion of Covid-19 Relief funds

? thus

HICKMAN COUNTY SCHOOLS  
 ESER CONSTRUCTION/RENOVATION PROJECTS (TENTATIVE)

Funding Source/Projects	End of Funding Date	Amount	PHASE 1 (thru June 2023)			PHASE 2 (July 2023 - June 2024)		
			East Elementary	East Intermediate	East Middle	Centerville Elementary	Centerville Intermediate	Hickman Middle
ESSER 2.0	June 2023							
HVAC		\$1,232,548	2 Units; Fresh Air Handler	33 Units; Fresh Air Handler	33 Units; 2 Gym Units	11 Units; Air Handler?	27 Units; Fresh Air Handler	33 Units; 2 Gym Units
Doors & Windows		\$1,000,000	31 Classrooms		20 Classrooms	27 Classrooms		20 Classrooms
ESSER 2.0 Total		\$2,232,548						
ESSER 3.0	June 2024							
HVAC - Boilers, Well Packs, Blowers, Heaters, Condensers; etc.		\$401,768	X	X	X	X	X	X
Restroom - Construction		\$421,235	X					
Electrical Service Upgrade (6 Bldgs)		\$735,000	X	X	X	X	X	X
Kitchen Facility Updates & Enhancements		\$200,000	X	?	?	X	?	?
Sewer Lines to EES; EIS; EMS Campus		\$750,000	X	X	X			
ESSER 3.0 Total		\$2,106,235						

\*ESSER 2 funded items will need to be reclassified to ESSER 3





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MSC Insurance Agency P.O. Box 3220 Clarksville TN 37043	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> 931-552-4314	<b>FAX (A/C, No):</b> 931-645-7615
<b>E-MAIL ADDRESS:</b> info@mscinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers		25674
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** LCMALLC-01  
 LCMA, LLC DBA Lyle, Cook  
 310 Franklin St.  
 Clarksville TN 37040

**COVERAGES** **CERTIFICATE NUMBER:** 1161638654 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			105471542	7/19/2022	7/19/2023	Each Claim 5,000,000 Aggregate 6,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 New Project: Hickman County chools Additions & Renovations Open-ended Contract

**CERTIFICATE HOLDER****CANCELLATION**

Hickman County Board of Education  
 115 Murphree Avenue  
 Centerville TN 37033

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Harold F...*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BFS Insurance Group 1820 Madison Street Suite G Clarksville TN 37043		<b>CONTACT NAME:</b> Amber Hamaker <b>PHONE (A/C, No, Ext):</b> (931) 503-1533 <b>FAX (A/C, No):</b> (931) 503-1588 <b>E-MAIL ADDRESS:</b> amber@bfsinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Erie Insurance Exchange	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> LCMA, LLC, DBA: Lyle Cook Martin Architects 310 Franklin St. Clarksville TN 37040		<b>NAIC #</b> 26271	

**COVERAGES**      **CERTIFICATE NUMBER:** CL22103122456      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			Q97-1615203	07/12/2022	07/12/2023	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED      RETENTION \$						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER						PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Q91-1200783	07/12/2022	07/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$ AGGREGATE \$
							E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Project: Hickman County Schools Additions & Renovations Open-ended Contract.

<b>CERTIFICATE HOLDER</b> Hickman County Board of Education 115 Murphee Ave Centerville TN 37033	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Amber Hamaker</i>
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2022-2023 Supplement Split Request

Hickman County Middle School

Cheerleading supplements split into two equal percentages

East Hickman High School

Cheerleading supplements split into two equal percentages



24 E Washington St. Suite 825,  
Chicago, IL 60602

October 26, 2022

**Elevate K-12 Sole Source Letter**

To Whom It May Concern:

This letter is a formal confirmation that Edblox Inc., DBA Elevate K-12 ("Elevate") is the sole source and single supplier with the United States of America for the services and products provided [and listed below]. As the sole source/single supplier, Elevate has been granted copyright or exclusive rights to its products and services, and these products, services and related materials are not available from any other source by lawful means.

**Elevate K-12 will provide live, synchronous instruction with a certified teacher for Hickman County Schools.**

To order our services and products, please visit: [www.elevatek12.com/contact-us](http://www.elevatek12.com/contact-us)

Sincerely,

A handwritten signature in black ink that reads "Shaily Baranwal". The signature is written in a cursive style and is underlined.

Shaily Baranwal  
CEO, Edblox Inc. DBA Elevate K-12

**MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT ("AGREEMENT") IS ENTERED INTO AND EFFECTIVE AS OF THE DATE WHEN THE LAST OF THE PARTIES HERETO EXECUTES THIS AGREEMENT ("EFFECTIVE DATE") IS BY AND BETWEEN **EDBLOX, INC., d/b/a Elevate K-12 ("COMPANY")** WITH RESPECT TO THE COMPANY'S LIVE STREAM INSTRUCTION SERVICES (COLLECTIVELY THE "SERVICE") AND THE RELATING DOCUMENTATION AND THE **Hickman County Schools (THE "CUSTOMER" OR "YOU")**. BY SIGNING THIS AGREEMENT, YOU HEREBY AGREE TO THE TERMS OF THIS AGREEMENT AND WARRANT THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND EACH SCHOOL IN THE DISTRICT TO USE THE SERVICE PURSUANT TO THIS AGREEMENT.

**1. Certain Definitions.**

1.1 "District" is the administrative body that supervises Schools within a specified territory.

1.2 The current "Privacy Policy" of Company is available at [www.elevatek12.com/privacy](http://www.elevatek12.com/privacy), provided that Company reserves the right to change the Privacy Policy from time to time.

1.3 A "School" is a building or set of buildings that comprise one educational unit (*i.e.*, an elementary school, middle school, junior high school or high school) subject to this Master Services Agreement.

1.4 The "Scope of Work", attached hereto as Exhibit A, is the document which confirms the specific order details of Customer's purchase of products and services hereunder, including the term, pricing and payment terms and a list of the Schools, if available, authorized under this Agreement to access such products and services. The Scope of Work may be amended from time to time by written agreement of the parties hereto. In no event shall the Scope of Work serve to amend the terms of this Agreement and in the event there is a conflict between this Agreement and the Scope of Work, the terms of this Agreement shall prevail.

1.5 "Service Period Budget " shall have the meaning specified in the Scope of

Work. "Agreement Term Dates" shall have the meaning specified in the Scope of Work.

1.6 The "Site" shall mean Elevate K-12 <https://www.portalelevate.com/Account/LogOn>.

1.7 "Academic Year" shall mean the first day of instruction provided by Customer to Students through the last date of instruction for the regularly scheduled school year, excluding summer school and any breaks per Customer's school calendar.

1.8 A "Student" is an individual enrolled in a School.

1.9 A "Classroom Coordinator" is a teacher, paraprofessional or other education provider employed by a School or School District in order to help implement and manage the Services within the classroom where students are enrolled.

**2. Term and Pricing.** The term and pricing details of this Agreement are set forth on the Scope of Work attached hereto as Exhibit A.

### **3. License Grants and Restrictions.**

#### **3.1 Grant and Privacy Restrictions.**

3.1.1 Company grants to Customer a nonexclusive, non transferable, limited right and license to use the Service accessible at the Site at all Schools listed in the School list set forth in the Scope of Work ("Authorized Schools"), subject to all of the terms and conditions of this Master Services Agreement. Unless a particular right is expressly granted herein, it is expressly excluded in this license. The Service may only be accessed by the Authorized Schools and Number of Authorized Students as set forth on the Scope of Work and, for purposes of clarity, once a Student is licensed to access the Service ("Licensed Student"), such license cannot be transferred to or used by any other Student or other third party during the then-current school year. The foregoing license is specific to such Authorized Schools and Number of Authorized

Students and is not a grant for concurrent use of the Service.

3.1.2 All information provided to Company or through the Service by individual users of the Service is subject to the Company Privacy Policy. Company's use of user information shall be limited to the uses provided under the Privacy Policy.

### 3.2 Ownership and Proprietary Rights.

3.2.1 Customer acknowledges that the Service and the Site and all intellectual property rights associated therewith are proprietary to Company and its partners, parents, subsidiaries, agents, affiliates and/or licensors (together, hereinafter "Affiliated Parties").

3.2.2 Customer will not obscure or remove any proprietary-rights notices of Company or its licensors contained in the Service and the Site. Customer may not and shall not permit any other party to sublicense, lease, rent, download, reproduce, modify, display, distribute, create a derivative work of or otherwise use the Service or the Site except as expressly provided in this Agreement. Customer may not attempt (or authorize, encourage or support attempts by others) to reverse-engineer or derive source code from the Service and the Site or otherwise alter or interfere with the Service and the Site.

4. **Login Codes.** A unique user name and password ("Login Code") is required for access to the Service for each Student and Classroom Coordinator. Company will provide Customer with a Classroom Coordinator Login Code during implementation. Customer will be responsible for providing information to the Company in order for the Company to create separate Student Login Codes up to the number of authorized student licenses as determined during the implementation phase of Service. Customer is responsible for securing all Login Codes and for the use of the Login Codes, passwords and account(s). Customer shall not allow unauthorized persons to use the Login Codes and shall promptly notify Company of any unauthorized use or attempts thereof. Notwithstanding anything to the contrary, Customer shall be solely responsible for any authorized or unauthorized use of any log-in code, username,

password, and access to Customer's account by any person and shall be solely responsible for what information is included with respect to any student and for compliance with all laws with respect thereto. Customer agrees to bear all responsibility for the confidentiality of its passwords and all use, purchases, or charges incurred from use of the Service or Site with its password. Customer is responsible for maintaining the confidentiality of its account and password and for restricting access to School's computers, and Customer agrees to accept responsibility for all activities that occur under its account or password. Company reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

5. **Training and Support.** Training and support services, if any, will be provided as described in the Scope of Work.

6. **Payment Terms.** Fees; Payment Terms; Collection Fees:

The Customer will be invoiced, using the form or one substantially similar attached hereto as Exhibit C ("Invoice") based on the number of Class Periods (as defined in the Scope of Work) and the price per Class Period. Upon signature of Agreement, Customer shall issue an order form in the form similar to attached hereto as Exhibit B ("Order Form") for the Services to be delivered during the first Academic Year. In subsequent years, Customer shall issue an Order Form at least 60 days prior to the first day of instruction for the upcoming Academic Year. The annual invoicing is subject to the minimum allotment of Class Periods Company is securing for the Customer per this Agreement. For each Academic Year during the term of this Agreement, the Customer will be invoiced and is responsible for the fees based on the Scope of Work. Company will not need to obtain another agreement from the Customer to proceed with the Services. Company shall invoice the Customer in accordance with the Billing Terms detailed in this Agreement in the Customer Billing section and mutually agreed to under this Agreement. The Customer shall make payment to Company in accordance with the terms selected in the Billing Terms section of Agreement. Prices set forth in the Agreement do not include sales tax. Sales tax, if applicable, will be included in the invoice sent by Company to Customer, unless Customer provides

evidence of tax exemption. Time is of the essence for all payments under this Agreement, and in the event any overdue payment is sent by Company to a collection agency or an attorney for collection in accordance with Company's standard collection procedures, Customer agrees to pay all costs of collection, including without limitation all court costs and reasonable attorneys' fees. The Customer shall maintain such books and records as are necessary to substantiate amounts paid to Company pursuant to this Agreement, which shall be made available to Company for examination on request. It is Company's policy to not carry credits forward from one academic year to another for unused classes. It is also Company's policy to not provide refunds for unused classes.

7. **Customer Responsibilities.** The Customer will provide a point of contact "School Point of Contact" for the Services. In addition, the Customer shall, for each Class Period, provide a Classroom Coordinator who will be on site in each Class. Each Classroom Coordinator will be provided training by Company. In addition, Company can request (and the Customer shall promptly comply with such request) that any Classroom Coordinator be replaced for non-performance or failing to perform in accordance with Company's training or standards, as determined by Company in its reasonable discretion.

8. **Additional Customer Responsibilities**

8.1 Online Practices. Customer shall ensure that its Students and Classroom Coordinators will not (a) upload, post, transmit, display or otherwise make available to other subscribers any messages, content or materials that (i) are vulgar, hateful, fraudulent, threatening, harassing, illegal, obscene, threatening, defamatory or invasive of privacy, (ii) violate (intentionally or unintentionally) a contractual, fiduciary or confidentiality obligation or duty any such person or Customer may have to any third party, (iii) infringe any intellectual property or violate other proprietary rights, or (iv) harms minors in any way; (b) upload, post, transmit, display or otherwise make available any unsolicited bulk e-mail, political campaigning, commercial solicitation, chain letters, pyramid schemes, mass mailings or any form of spam; upload, post,

transmit, display or otherwise make available material that comprises or contains software viruses or other computer code designed to interfere with the functionality of any computer Service, software or hardware; (c) interfere with or disrupt the Service or the Site, or any networks or servers connected to or by the Service or the Site; (d) intentionally or unintentionally violate any applicable local, state, national or international law, (e) impersonate any person or entity or falsely state or misrepresent such person's affiliation with any person; (e) violate any law or regulation; or (f) collect or store personal data about any third party. In addition, Customer and its Classroom Coordinators and Students may not use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of a message or content. Customer understands and agrees that any loss or damage of any kind that occurs as a result of the use of any messages, content or material that Customer or its Schools, Classroom Coordinators and Students upload, post, transmit, display or otherwise make available through the use of the Service is solely Customer's responsibility. Customer shall be responsible for any and all breaches of this Agreement by a Student or Classroom Coordinator.

8.2 Links. The Service or the Site may present links to third-party Web sites. These links are provided only as a convenience to Customer. Company is not responsible for the availability of these outside sites or their contents. Customer should direct any concerns regarding these third-party sites to the applicable site administrator.

8.3 Equipment. Customer shall be solely responsible for providing, maintaining and compatibility with the Site and the Service, including all hardware, software, electrical and other requirements for Customer's use of the Service or Site, including without limitation, telecommunication equipment, internet access, web browsers or other equipment, programs that are required to access and use the Service and the Site. Customer is responsible for ensuring their equipment meets the minimum system requirements of the Site and Service. Company does not guarantee or warrant compatibility between the Site and Service and customer's equipment.

9. **Privacy, FERPA, and Compliance with Law.** Company receives and handles personally identifiable information ("PII") as a "school official" under the United States Family Education Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 ("FERPA") for

the purpose of delivering the Services as contemplated by this Agreement.

PII obtained will be used solely for the purposes of performing Services under this Agreement, and will not be disclosed to third parties except as required to provide Services to Customer contemplated in this Agreement, or otherwise as expressly permitted by FERPA and other applicable laws.

It is Customer's responsibility to respond to requests for education records received by Company from third parties.

Customer represents and warrants that it is in compliance with applicable information and on-line protection laws, including, but not limited to, COPPA and FERPA. To the extent that PII as to any Student under the age of thirteen (13) is provided to Company, Customer represents and warrants that it has obtained all requisite consents and authorizations or otherwise has the authority to provide such information to Company. To the extent that any information covered by FERPA is being made available to Company or to any third party (including other Students), Customer represents and warrants that it has given all applicable notices and has received all applicable consents and has not received any effective objections thereto.

10. **Information Security.** Company maintains and enforces commercially reasonable practices, including administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of Customer and end user data in alignment with requirements of applicable laws and regulations, including the FERPA. This includes, but is not limited to, encryption of data in transit when submitted across the Internet, access controls, firewalls and user authentication protocols. The Internet, however, is not entirely secured, and Company will not be responsible for security incidents not reasonably within its control.

If required by applicable laws, Company will promptly report to Customer any unauthorized access to Customer Data and, in the event that further notification is required by law, will support Customer notification to its end users.

All of Servers used by Company supporting the Services are secure and located within

the United States.

11. **Confidentiality.** Each party may disclose to the other certain non-public information or materials relating to a party's products, intellectual property, business, marketing programs and efforts, personally identifiable information of the party's personnel, end users, students and customers, and other confidential information and trade secrets ("Confidential Information"). Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a party hereto without reference to Confidential Information of the other party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order shall, when legally permissible, promptly inform the other party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order. Except as expressly provided herein, the receiving party will not use or disclose any Confidential Information of the disclosing party without the disclosing party's prior written consent, except disclosure to and subsequent uses by the receiving party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving party's obligations under this Section. The receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy solely in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

12. **Software Availability.** The hosted elements of the Services will be available for remote access 99.5% of the time each calendar month of the Term, excluding Excused Outages (as defined below) ("Availability"). Company will attempt to schedule any planned maintenance or upgrades at times when usage of the Services is typically low, and will attempt to communicate any outages associated with planned maintenance or upgrades to its customers in advance via email or through notifications within the Services. Downtime as a result of any causes beyond the control of Company or that are not reasonably foreseeable by Company, including, without limitation, any of the causes noted below, are excluded from the Availability calculations (collectively, "Excused Outages"):

- a. Customer environment issues affecting connectivity or interfering with the Services, including without limitation, Customer's telecommunications connection or any other Customer software or equipment, Customer's firewall software, hardware or security settings, Customer's configuration of anti-virus software or anti-spyware or malware software, or operator error of Customer;
- b. Any third party software, hardware, or telecommunication failures, including Internet slow-downs or failures;
  - i. Force majeure events including, without limitation fire, flood, earthquake, elements of nature or acts of God; third party labor disruptions, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; catastrophic or unusual internet delays, denial of services attacks, or other hacking activities; or any other similar cause beyond the reasonable control of Company;
  - ii. Issues related to third party domain name system (DNS) errors or failures; and
  - iii. Emergency maintenance of the Services, for which Customer may not receive advanced notice.

In the event Company fails to achieve the Availability requirement, Company will use commercially reasonable efforts to correct the interruption as promptly as practicable.

13. **Non-Solicitation of Company Employees.** Customer agrees that during the term of this Agreement and for one year following the termination date of this Agreement, it will not recruit, solicit for employment, or employ, or help any other third party to recruit, solicit for employment or employ, any Company employee or contractor provided by Company to deliver services to Customer under this Services Agreement or with whom Customer had contact in connection with such services, including without limitation an online Company Instructor, School Manager or local office employee. In the event the Customer violates the foregoing prohibition, it will pay immediately upon written demand by Company, a fee in the amount of Ten Thousand Dollars (\$10,000.00) (the "Hiring Fee"). The parties intend that the Hiring Fee constitutes compensation, not a penalty. The parties acknowledge and agree that Company harm caused by Customer's breach of the foregoing prohibition would be impossible or very difficult to actually estimate and that the Hiring Fee is a reasonable estimate of the anticipated or actual harm that might arise from such a breach. The Customer's payment of the Hiring Fee is the Customer's sole liability and entire obligation and Company's exclusive remedy for any Customer breach of this section. All Hiring Fees shall be invoiced immediately and payable upon receipt.

#### 14. **LIMITED WARRANTY, LIABILITY AND DAMAGES; INDEMNITY**

##### 14.1 Warranty Disclaimer.

THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTY BY COMPANY AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, COMPANY AND ITS AFFILIATED PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. Specifically, Company makes no warranty that the Service or the Site will meet Customer's requirements or that access to the same will be uninterrupted or error-free. You acknowledge and agree that Company and its vendors and licensors do not operate or control the

internet and that: (I) viruses, worms, Trojan horses, or other undesirable data or software; or (II) unauthorized users (e.g. hackers) may attempt to obtain access to and damage the content, websites, computers, or networks. Company will not be responsible for those activities.

14.2 LIMITED LIABILITY. NEITHER COMPANY NOR ITS AFFILIATED PARTIES WILL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (a) ANY UNAUTHORIZED USE OF THE SERVICE OR THE SITE OR USE FOR PURPOSES NOT INTENDED UNDER THIS AGREEMENT, OR (b) ANY LIABILITY OR DAMAGE CAUSED OR INITIATED BY THIRD PARTIES AND AFFECTING CUSTOMER'S COMPUTERS, COMMUNICATION FACILITIES, SOFTWARE, DATA OR SERVICES THAT MAY RESULT FROM USE OR ACCESS OF THE SERVICE OR THE SITE.

14.3 LIMITED DAMAGES AND REMEDIES. NEITHER COMPANY OR ITS AFFILIATED PARTIES SHALL BE LIABLE TO CUSTOMER OR ANY SCHOOL FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SERVICE OR THE SITE. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Customer. NOTWITHSTANDING ANYTHING IN THIS MASTER SERVICES AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL COMPANY OR ITS AFFILIATED PARTIES BE LIABLE FOR DAMAGES OR MONETARY REMEDIES OF ANY KIND IN THE AGGREGATE UNDER THIS MASTER SERVICES AGREEMENT THAT EXCEED THE LICENSE FEE PAID BY CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM OR CLAIMS GIVING RISE TO THE LIABILITY.

14.4 Indemnity. Customer agrees to indemnify and defend Company and its agents, employees, representatives, licensors, affiliates, corporate parents and subsidiaries from and against any and all claims, losses, demands, causes of action and judgments (including attorneys' fees and court costs) of third parties (collectively "Claims") arising, directly or indirectly, from or concerning any breach or alleged breach of this Agreement by Customer and to reimburse Company on demand for any losses, costs or expenses it incurs as a result of any such Claims.

## 15. TERMINATION

15.1 Term. This Agreement shall commence on the Effective Date hereof. The Service Period for individual Districts and Schools set forth in the Scope of Work are separate from the term of this Agreement; provided, however, that if this Agreement terminates for any reason, all Service to all Schools shall terminate at that time as well.

15.2 Termination. Company reserves the right at any time to discontinue, temporarily or permanently, the Service or any part thereof or terminate any user's access to the Service or any part thereof. Company may also modify, delete or adapt the Service at any time without any notice or obligation to the user at Company's sole discretion. You agree that Company will not be liable to you or any third party for any modification, suspension, or discontinuation of the Service, or any part thereof. Upon termination for any reason, you must cease all access to the Service.

This Agreement will terminate (a) on the thirtieth (30th) day after either party gives the other written notice of a breach by the other of any material term or condition of this Agreement, unless the breach is cured before that day; or (b) upon written notice by either party, immediately, if (i) a receiver is appointed for the other party or its property; (ii) if the other party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes a general assignment for the benefit of its creditors; or (iii) if any proceedings (whether voluntary or involuntary) are commenced against the other party under any bankruptcy or similar law and such proceedings are not vacated or set aside within sixty (60) days from the date of commencement thereof.

15.3 Effect of Termination. Immediately upon expiration or termination of this Agreement, Customer will cease using the Site and Service and cause all Schools listed in the Scope of Work to cease using the Service and Site (any copies of which shall be returned to Company). Termination does not entitle Customer to any refund or reduction of Service Period Fees already paid by or due from Customer. If Company terminates this Agreement due to an uncured material breach by Customer, in addition to any and all rights and remedies available to Company, Customer shall be

obligated to pay Company the full Service Period Fees for the then current term. If Customer terminates this Agreement due to an uncured material breach by Company, Customer shall only be obligated to pay Company for use of the Service and the Site up to and including the date of termination. Customer understands and agrees that if Customer requests a pro-rata refund as a remedy hereunder, then such request will be an election of remedies and the sole remedy available to Customer with respect to any dispute with Company.

## 16. MISCELLANEOUS

16.1 General Terms. Company may use and disclose to third parties Customer's name and logo, and if Customer is a District, the names of any affiliated Schools as part of a list of Company customers or references. This Agreement and any rights and responsibilities hereunder may not be assigned or delegated by Customer, including by action of law, without the express written consent of Company. Any assignment or delegation in violation of this Section will be void and of no effect. Waiver of any breach under this Agreement does not waive future compliance with that provision, which remains in effect. If any part of this Master Services Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

This Agreement and any other terms or documents referred to herein represent Customer's entire agreement with Company with respect to its use of the Service and the Site. The provisions of this Agreement may not be amended or waived except by a writing signed by all parties to this Agreement that references this Agreement.

16.2 Remedies and Reserved Rights. Company reserves the right at any time and from time to time to modify, temporarily suspend and limit access to the Service or the Site (or any part thereof) with or without notice to Customer for maintenance or security or other reasons. Customer agrees that Company shall not be liable to it or to any third party for any modification, suspension or limitation of the Service or the Site.

Company also reserves the right at any time and from time to time to modify or terminate any of the content or curriculum of the Service or the Site. If Company discovers any unauthorized access or use of the Service and/or Site, then Company shall have the following remedies in addition to any and all other remedies that may be available to Company: (a) if such unauthorized use may cause injury or physical damage to Company's computers, data or electronic files, the Site, the Service or a third party, then Company has the reasonable right to suspend all or part of the Service or the Site access of Customer immediately without prior notice to protect itself or third parties, and Company shall promptly notify Customer of the suspension and work together with Customer to cure the problem; and (b) if such unauthorized access or use would cause any other type of injury or damage to Company or a third party, then Company shall give Customer notice of the problem and no less than three (3) business days to cure the problem, and thereafter if the problem remains uncured Company has the right to suspend all or part of the Service or Customer's Site until the problem is cured; and (c) terminate this Agreement immediately.

16.3 Disputes. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND FULLY PERFORMED THEREIN, AND THE STATE AND FEDERAL COURTS LOCATED IN COOK COUNTY SHALL HAVE EXCLUSIVE JURISDICTION OF ALL SUITS AND PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BOTH PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SAID COURTS FOR PURPOSES OF ANY SUCH SUIT OR PROCEEDING. Any delay in or failure of performance by Company under this Agreement will not be considered a breach and will be excused to the extent caused by any occurrence beyond the reasonable control of Company, but not limited to, acts of God, power outages and governmental restrictions. Any notice by a party to this Master Services Agreement shall be deemed to have been sufficiently given to the other party if sent by certified mail, return receipt request, or by facsimile and confirmed in writing by letter sent by certified mail and shall be deemed to have been received three (3) business days after the date of dispatch.

The foregoing is agreed and accepted. This Agreement must be signed by both parties to be valid.

**EDBLOX, INC., d/b/a/ Elevate K-12**

By:

Name \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Print)

Title \_\_\_\_\_

Date \_\_\_\_\_

**Hickman County Schools**

By:

Name \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Print)

Title \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit A**

**Scope of Services and Pricing for Tier 1 Programs**

Scope of Services	
<b>Description</b>	High Quality Live Streaming Instruction for Tier 1 Classes
<b>Agreement Dates</b>	November 2022 to May 2023
<b>Current Academic Year Dates</b>	August 2022 to May 2023
<b>Weekly Format of Class</b>	Five days a week (Five days of live, online group instruction per week, and one day of assessments and project based learning per month)
<b>Content Area and Grade Levels</b>	Content Areas: MS Science. Additional subjects and grade levels will be discussed and as agreed upon.
<b>Elevate K-12 Staff provided</b>	<ul style="list-style-type: none"> <li>❖ High-quality live, online instructors assigned as Teacher of record</li> <li>❖ 1 Academic Performance Manager (APM) is located virtually within each online class</li> <li>❖ 1 Operations Manager will be assigned for implementation support and program management</li> </ul>
<b>Customer Staff provided</b>	1 Classroom Coordinator (paraprofessional) for each Class Period 1 Point of Contact for implementation and operation
<b>Equipment Provided by Customer ("Customer Equipment")</b>	Classroom space, computers or laptops (one for each student in the Elevate K-12 classroom), projector, screen, adequate internet access and bandwidth
<b>Equipment Provided by Elevate K-12 ("Elevate Standard Equipment")</b>	Speakers, microphone(s), camera(s)
<b>TOTAL ANNUAL BUDGET AMOUNT</b>	<b>\$54,400</b> – Budget based on equivalent of 5 periods of 45-60 minutes each delivered 5 days per week for the full academic year (discounted + prorated)

**Live Class Operations and Delivery Terms:**

1. Schools. The Services performed under this Scope of Work and Agreement shall be for schools within the District as long as they follow the content classes offered.
  
2. Tier 1 Programs. Company will assign an operations manager to the Customer. The operations manager will work with Customer personnel to develop a mutually agreeable implementation timeline for the Customer. The Customer will submit a timeline for the submission of chosen focus standards, timeslots, information technology checks, and the delivery of student rosters to Company. If there are delays beyond the following timeframes for any reason, Company reserves the right to delay the start of your program.
  - a) List of chosen courses – 30 calendar days before the first day of instruction
  - b) Timeslots – 30 calendar days before the first day of instruction
  - c) Information technology check – 15 calendar days before the first day of instruction
  - d) Classroom Coordinator – selected and available for training 15 days before the first day of instruction
  - e) Student Roster – 7 calendar days before the first day of instruction
  
3. Pricing and Service Period Fees:

The price per period for a full Academic Year of instruction will be based on the pricing schedule in Schedule A attached with this agreement and the order form in Exhibit B
  
4. Company shall be responsible for all staffing decisions and may replace, reassign, or alter the Staff providing the Services as Company chooses in its sole and absolute discretion. Throughout the duration of the course, there may be a some instances in which the teacher of the course (the "Teacher of Record") may miss certain Classes or Periods and Company will use commercially reasonable efforts to provide a substitute teacher ("Substitute Teacher") for such Classes or Class Periods.

The Customer understands and agrees that such Substitute Teacher will not and will not be required to have the same level of qualifications, certificates, or degrees as the Teacher of Record and that the use of such Substitute Teachers will not be a breach of these Terms and Conditions. Company may, as indicated on the Budget and Initial Order Form, provide cameras, speakers and microphones for the administration of the Classes (collectively, Company Standard Equipment).

5. Cancellation of Sessions. If an authorized representative of Customer cancels a session within a window of 48 hours prior to the start of an individual session, excluding school emergencies, by providing written notification to Company, Customer will pay for the session as if it had occurred. If an authorized representative of Customer cancels a session with more than 48 hours notice to the start of an individual session by providing written notification to Company, the session will be rescheduled at the end of the current program calendar of sessions at a mutually agreed to time. As stipulated in this Agreement, credit for unused sessions will not carry over from one Academic Year to another.

Customer may make roster changes during the add/drop period, which is the first two weeks of the semester or start of class. After that initial two week window, Customer must submit a change request order to add students to a class, which may trigger a contract and invoicing change.

Customer cannot change the subject, grade or focus standards of a program after the delivery of the first session. To request any changes, Customer must submit a formal written change request, which will trigger a contract review and adjustment as appropriate.

6. Term and Service Period. This Agreement shall remain in effect for the length of time set forth within the Scope of Work unless terminated earlier as set forth herein ("Initial Term"). For each Academic Year during the Agreement Term, the parties shall execute an Order Form setting forth the number of Classes (with such number equal to or greater than the Minimum Number of Classes set forth on the Budget and Initial

Order Form and less than or equal to the Maximum Number of Classes set forth on the Budget and Initial Order Form), Periods, Students, fees, and payment schedule for such Academic Year. Each year during the Initial Term, Company agrees to maintain the per Class pricing. For incremental Classes in excess of the Maximum Number during the Initial Period, as well as all Classes subsequent to the Initial Period, Company may adjust the fees by, prior to the end of each calendar year during the Term, giving written notice of the adjusted fees applicable to the school year commencing the following Academic Year. Upon expiration of the Initial Term, the Agreement shall renew for additional one-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"). Unless an Order Form is executed in such Renewal Terms, a binding Order Form with the Minimum Number of Classes set forth on the Budget and Initial Order Form shall be generated and effective at no higher than the list price applicable to that school year. This Agreement may only be terminated on notice of thirty (30) days after the delivery by a party of written notice containing a description of a material breach of this Agreement by the other party, provided such breach is not cured within such thirty (30) day period. The Fees paid pursuant to this Agreement are non-refundable, even in the event this Agreement is terminated due to Company's breach thereof or the Customer hires an instructor specifically for the Class.

7. Billing Terms [check applicable terms]: Upon signature of Agreement, Customer will issue an Order Form for the Services to be delivered during the first Academic Year. In subsequent years, Customer shall issue an Order Form at least 60 days prior to the first day of instruction for the upcoming Academic Year. The initial Invoice will be issued for the Minimum Budget. Customer agrees to the following payment terms, as reflected by selecting one box below:

- Invoice for full amount of current Academic Year programming prepared and sent in conjunction with signing of Agreement. Payment in full due within 30 days of invoice date.
- Invoice for 50% of full amount of current Academic Year programming prepared and sent in conjunction with signing of Agreement, due within 30 days of invoicing date. The remaining 50% balance to be invoiced 60 days after the signing of Agreement and due within 30 days of invoicing date.
- Other (requires pre-approval): \_\_\_\_\_

Customer billing contact information:

Contact name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Exhibit B**

**SAMPLE Order Form**

**Elevate K-12 Tier 1 Classes: Order Form Sample Format**

**Elevate K-12 Statement of Work**

**Name of District: Sample School District**

**Project Name: Tier 1 Classes for 21-22 Academic Year**

**Prepared by: Partnerships Manager**

**Date: MM/DD/YYYY**

The Statement of Work is the official description of work to be completed as an extension of the current contract. **No changes to the content, grades or number of periods below shall be requested upon signature of this Statement of Work.** District may add subjects and periods as needed, which will require a revised SOW and result in additional costs to the district as per the contract.

**PROJECT BACKGROUND AND DESCRIPTION - CONTRACT MINIMUM**

School	Grade	Content	Number of Periods	Date Allocated
Lincoln Middle School	7th	ELA	2	7/1/21
Lincoln Middle School	7th	Math	4	7/1/21
Lincoln Middle School	8th	Science	3	7/1/21
Main High School	10th	Spanish 2	6	7/1/21
<b>Minimum Periods</b>	<b>15 periods @ \$13,000 per period = \$195,000</b>			

Exhibit C

Sample Invoice

Elevate K-12  
 747 N LaSalle, Suite 400  
 Chicago, IL 60654 US  
 accounts@edblox.com  
 www.elevatek12.com



**BILL TO**

Attn: Accts Payable  
 Contact Name  
 School/District Name  
 Street Address  
 City, State Zip Code

**SHIP TO**

Contact Name  
 School/District Name  
 Street Address  
 City, State Zip Code

INVOICE EDBLX Enter #

DATE Enter TERMS Enter

DUE DATE Enter

ACTIVITY	QTY	RATE	AMOUNT
Elevate K-12 Enter Program Details	1	0.00	0.00
Elevate K-12 Enter Program Details	1	0.00	0.00
Elevate K-12 Enter Program Details	1	0.00	0.00
Elevate K-12 Enter Program Details	1	0.00	0.00
PO Number – Enter			

1) Payment Options: Use either one of these options  
 a) By Check: Please make check payable to "EdBlox Inc"  
 b) By Direct Deposits or ACH: Please email for wire transfer account details.

2) EdBlox, Inc FEIN: 81-5088589

TOTAL DUE \$0.00

THANK YOU FOR YOUR BUSINESS!

**Schedule A**

Elevate K-12 Tier 1 Pricing Model 2022-2023		
Full Academic Year		
Instructional Days	Period Length	Price Per Period
5 Days/Week	45-60 minutes	\$14,200
	75 minutes	\$17,800
	90 minutes	\$21,300

Elevate K-12 Tier 1 Pricing Model 2022-2023		
Semester		
Instructional Days	Period Length	Price Per Period
5 Days/Week	45-60 minutes	\$8,200
	75 minutes	\$10,200
	90 minutes	\$12,300

Elevate K-12 Tier 1 Pricing Model 2022-2023		
Interim		
Instructional Days	Period Length	Price Per Period
5 Days/Week	45-60 minutes	\$4,600
	75 minutes	\$5,800
	90 minutes	\$6,900



## Tier 1 Classroom Coach

**Does impacting youth sound appealing? Would helping to improve educational outcomes for K-12 students excite you? If so, consider a career with Elevate K-12!**

At Elevate K-12, we are focused on a single goal: empowering struggling students to reach their full potential. Our virtual, second classroom provides students with access to a 21st century learning model, combining the best elements of personalized instruction, technology, and human-to-human collaboration.

### Who are we looking for:

We're looking for an engaging individual who loves working with kids. This role will team up with the Elevate instructor and will be responsible for ensuring the program runs smoothly while delivering student success.

### What you will do:

- Be a mentor and leader to students.
- Work closely with school to ensure everything is set up for the Elevate classroom
- Help students set up on their computers/devices so they can work with instructors online.
- Manage the in classroom behavior while supporting the online instruction.
- Maintain records and paperwork as needed. This includes taking student attendance, grading Elevate worksheets and entering grades into the grade book.
- Expected to interact/communicate with the instructor prior to the first session of the day to discuss lesson plan and is expected to interact with the instructor whenever necessary
- Monitor student activities and keep the students safe.
- Attend Elevate training sessions, seminars, and in-services as needed to improve knowledge and skills and to keep current with the latest in services equipment, material and functions, as it pertains to Elevate's needs.
- Responsible for communicating with the Elevate tech team during the sessions.
- Use classroom materials and equipment in a safe and responsible manner.
- Perform emergency tasks and procedures in the classroom as needed and directed per school and Elevate policies.

### What you will need:

- A Bachelor's degree preferred. Minimum high school diploma with paraprofessional certificate and/or 60 college credit hours.
- Effective communication skills (speaking, writing and reading).
- Energetic
- Technically savvy and willingness to regularly communicate using mobile devices.

- Flexibility in the learning environment.
- Ability to meet multiple demands from several people/sources.
- There may be periods of recurring stress in the performance of this job.
- Physical requirements: required to stand and walk around the classroom consistently. May occasionally have to push or lift up to 50 lbs such as boxes, supplies etc.
- Passion for impacting student lives and student success.
- Displays high level of personal and professional integrity

**What you can expect from Elevate K-12:**

A dynamic organization focused on impact and growth. We are changing the way schools incorporate one-on-one student engagement and have *double digit* projected growth that will continue to open up opportunities for our team.

**Position Type:** Part-Time, Contract based position

Hickman County Schools  
PRN Nursing Staff Agreement

This agreement is between the participant in the PRN Nursing Staff and the Hickman County Schools. The participant agrees to be available upon request by the Hickman County Schools to work on an "as needed" basis in a specific position for a specified period of time. As such, the participant understands the employment requirements for other staff of the Hickman County Schools also apply to them during the specified time of work. The participant additionally agrees to the terms of the PRN Staffing Agreement as stipulated below:

1. The participant agrees to work where assigned by the Hickman County Schools.
2. The participant is not eligible for any benefits including but not limited to sick leave, personal leave, bereavement leave, holiday pay, or any of the benefits or health insurance programs. Worker's compensation coverage will be maintained.
3. The participants will report for duty at the start of the school day or within two hours of the received call if asked to cover an unplanned absence and will remain with the duties throughout the assigned time as determined by the Hickman County Schools.
4. It is expected for the participants to respond and assist with coverage 3 of every 5 times requested by Hickman County Schools. An unsatisfactory response rate may result in the termination of the PRN Nursing Staff Agreement.
5. The participant must maintain appropriate nursing licensure as determined by the Tennessee Board of Nursing.
6. The participant shall make the Coordinated School Health Director aware of days or periods of time when they are unavailable to accept assignments due to vacations, illness, or family emergencies.
7. This agreement does not obligate Hickman County Schools to offer the participant any assignments, and the participant is not obligated to accept assignments, if offered, except as described above.
8. The hourly rate of compensation for nursing assignments as a part of the PRN Staffing Program will be daily rate of current pay scale.
9. Hickman County Schools reserves the right to alter and/or cancel the PRN Staffing Program at any time in its sole and absolute discretion.



**TSBA**  
TENNESSEE SCHOOL BOARDS ASSOCIATION

TENNESSEE SCHOOL BOARDS ASSOCIATION  
**NATIONAL SUPERINTENDENT  
SEARCH SERVICE**

525 Brick Church Park Drive • Nashville, TN 37207 • 615.815.3900

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[www.tsba.net](http://www.tsba.net)

The National Superintendent Search Service offers maximum flexibility to the Board and assures the Board has total control of the decision-making process. The search consultant performs the legwork associated with the search, allowing the Board to concentrate on the most critical steps in the search--setting the criteria, interviewing the most qualified candidates and selecting the next superintendent.

School districts need highly skilled chief executives with a passion to lead! Finding a superintendent often requires an executive search, which can be a time-consuming challenging, and complex endeavor. TSBA, through its membership in the National Affiliation of Superintendent Searchers (NASS), offers Tennessee school districts the most experienced network of search professionals in the country.

Unlike any other search firm, NASS members have extensive knowledge of effective governance, understand best practices in school district leadership and use proven strategies to develop productive board/superintendent relations.

NASS connects more than 100 consultants in 39 states who serve as superintendent searchers in state school boards associations. These searchers have proven track records of placements that bring sustained and quality leadership to school districts.

NASS provides an opportunity to collaborate nationally on the search process including nationwide job postings, the ability to recruit highly qualified candidates and to share vital background and reference information on candidates in other states.

The search process must be planned step-by-step to meet the needs and expectations of the Board of Education. Generally, the Search Service consists of the following elements:

#### **1. GENERAL CONSULTATION**

A TSBA consultant makes an initial trip to the district, at no charge or obligation, to discuss options with the Board and to explain the Search Service in detail. Specific items to be covered at that time include planning a tentative timeline; defining the scope of the search; and discussing qualifications, contractual details, community/staff involvement, media relations and confidentiality.

## 2. ADOPTION OF TIMELINE AND PROCEDURES

When the Board decides to utilize the National Superintendent Search Service, they must adopt a timeline. Normally, a full search from announcement to employment takes three to five months. The search consultant will propose a tentative timeline. The timeline is planned so the search can be thorough yet progress steadily. Every item on the timeline that is listed under “Board Decision” requires public notice.

The Board should determine the most ideal time for the new superintendent to begin employment, and direct its efforts toward that date. Most important, the Board must be willing to commit time to the interview and selection process. At the onset of the search, the Board should adopt the procedures that will guide it throughout the process. The consultant will present recommended procedures for the Board’s consideration.

Throughout the search process, the consultant will update the Board regularly about the search and meet at scheduled intervals with the Board to assist it with its responsibilities.

## 3. COMMUNITY MEETINGS

In the timeline, the Board approves a date(s) to conduct community meetings. The purpose of these meetings is to allow the consultant to gather information from the community on what it believes to be the strengths of the system, the challenges a new superintendent will face coming into that system and the qualifications and characteristics the community expects in a new superintendent. After the consultant gathers this information, he/she presents it to the Board for its review.

The search consultant will set meetings with students, teachers, principals, central office staff, parents, teacher assistants, secretaries, business officials, community leaders, city council or county commission, mayor and aldermen, bus drivers, cafeteria workers, maintenance workers and other groups identified by the Board. In addition, the consultant may schedule an evening community forum to accommodate those individuals who cannot attend one of the day meetings. During these meetings, the consultant will ask attendees to complete a survey form regarding the most essential characteristics and qualifications of a superintendent. The survey may be completed at the meeting or online. Participants will have the opportunity to suggest names of persons to be invited to submit credentials for consideration. (The consultant does not conduct community meetings in the Plan 1 search service, but the consultant will advise the Board on how to conduct the meetings if it wishes to do so.)

## 4. INTERIM REPORT AND ADOPTION OF CRITERIA

After the community meetings, TSBA will tabulate the survey results and develop a set of proposed criteria. The final report of the proposed criteria will include comments made at each of the group meetings (the Board may modify the proposed criteria). Once the Board adopts the criteria, TSBA will advertise the position and recruit candidates.

## 5. VACANCY NOTIFICATIONS

TSBA will distribute vacancy notifications to the following agencies:

### For Plans 1 and 2

- All Tennessee Superintendents
- TN Organization of School Superintendents
- TN Commissioner of Education
- Association of Independent and Municipal Schools
- TN Supervisors Association
- TN Association for Supervision and Curriculum Development
- TN Principals Association
- TN Association of Secondary School Principals
- Tennessee Colleges/Universities
- Southern Region state school boards associations
- National Affiliation of Superintendent Searchers (NASS) listserv

TSBA also will post the vacancy on its website and all social media sites.

**At the Board's discretion, additional advertising in national publications is available on a per cost basis. These costs shall be paid by the Board.**

TSBA will develop and a brochure, with the Board-adopted criteria, to advertise the position and to outline the search procedures. TSBA will send copies of the brochure to all or some of the aforementioned organizations, to all persons requesting information about the job, to persons recommended for the position, to board members and to the Central Office. The brochure will be available in hard or electronic copy.

Individuals interested in the position should submit the following information through our online application portal:

- A letter of interest
- An up-to-date resume, including accomplishments by position
- A copy of any relevant licenses or certifications
- University transcripts
- Names, addresses and telephone numbers of five professional references

To insure that his or her credentials will be reviewed by the Board, an individual must submit the information by a specified deadline. The consultant may recruit other individuals who have not responded to the vacancy notice and request submission of credentials from those individuals even after the established deadline. TSBA will ask candidates who submit credentials to complete the online application.

## **6. CREDENTIALS PROCESSING**

When interested persons inquire, TSBA will direct them to a brochure outlining system specifics and search procedures. TSBA checks all individuals' submissions, and creates candidate files. Any candidate who does not submit all required information is notified of deficiencies and asked to supply the needed details.

## **7. SELECTING CANDIDATES**

The screening process has been developed carefully to assure effectiveness, fairness and confidentiality. A screening committee is selected, consisting of a TSBA search consultant and other qualified educational professionals. Committee selection is a function of the search consultant.

Referring to the Board-adopted criteria, the screening committee will assess how well the candidates' credentials match the Board's expectations.

## **8. FINAL REPORT AND RECOMMENDATION OF CANDIDATES**

Individuals accepted by the screening committee will be considered formal candidates for the vacancy. Following the screening committee meeting, the search consultant will return to the district to present the Board with a written report that includes the comments from the community, criteria, interviewing procedures and the candidates' names and supporting materials. The Board reserves the right to interview any or all of the recommended candidates. These materials will be subject to Tennessee's "Open Records Act."

The search consultant will schedule interviews for the candidates in accordance with the actions of the Board.

## **9. INTERVIEWING CANDIDATES**

Consultants do not participate in the interview process. The search consultant will present interviewing and reference-checking techniques to the Board, as well as a list of sample questions to be asked of candidates. Throughout the interviewing period, the search consultant is available to research and respond to questions about salary and fringe benefits, contract details, legal concerns, etc.

The consultant also may upon request conduct post-interview debriefings to determine if candidates are still interested, hear their concerns and refer this information back to the Board before it makes subsequent decisions.

## **10. REFERENCE CHECKING**

After the Board has conducted initial interviews, it may want one or more of the candidates to return for a second interview. If the Board is interested in pursuing a candidate further, it should conduct independent reference checks of current and former employers, colleagues, staff, community residents, etc. Up to this point, screening has primarily involved references solicited by the consultant, not necessarily the references submitted by the candidate. It is the responsibility of the Board to take an active role in this process.

## **11. SELECTING THE CANDIDATE**

One of the most important duties of the Board is the selection of the superintendent. This duty cannot be delegated. The search consultant's role is to advise the Board as to how to proceed with the offer as well as to explain features of an employment contract.

## **12. ANNOUNCING THE SELECTION**

The Board should consider a news conference or at least prepare a press release about the new superintendent once it announces its selection. A public reception for the new superintendent, hosted by the Board, provides the community an opportunity to meet the individual. Once the Board has made its selection, it will send a letter to each candidate interviewed but not selected as superintendent.

## Costs

The cost of a national superintendent search varies according to the level of service desired by the Board.

### PLAN 1 \$6,500

- Advertise and assist the Board regarding the search process.
- Publish descriptive brochure
- Distribute brochure to the following:
  - All Tennessee Superintendents
  - TN Organization of School Superintendents
  - TN Commissioner of Education
  - Association of Independent and Municipal Schools
  - TN Supervisors Association
  - TN Association for Supervision and Curriculum Development
  - TN Principals Association
  - TN Association of Secondary School Principals
  - Tennessee Colleges/Universities
  - Southern Region state school boards associations
  - National Affiliation of Superintendent Searchers (NASS) listserv
- Advertise the vacancy via Web site
- Recruit candidates who meet the Board's criteria
- Receive credentials from candidates
- Respond to inquires regarding the vacancy
- Conduct checks of credentials and references
- Schedule interview dates with finalists
- Notify candidates who were not selected as finalists
- Provide interview guides for Boards
- Assist the Board with the development of an employment contract
- Negotiate the Board's contract offer with the candidate

### PLAN 2 \$11,500

- Provide all services listed in Plan 1
- Conduct employee and community meetings
- Conduct individual interviews with each Board member
- Report results of community meetings to the Board
- Recommend criteria to be adopted by the Board

#### ADDITIONAL ADVERTISING

At the Board's discretion, additional advertising in national publications is available on a per cost basis. These costs shall be paid by the Board.

#### SUPERINTENDENT EVALUATION \$1,500

The search consultant will assist the Board in conducting the new superintendent's first year performance evaluation, including the development of a performance agreement with measurable objectives. The consultant will guide the Board through the entire evaluation process with the new superintendent during his/her first year of service with the Board. This service is \$2,000 when not included as a part of a superintendent search.

#### GUARANTEE

If a vacancy occurs during the two-year period following the employment of the candidate recommended, the search consultant will advertise, recruit, screen and refer to the Board additional candidates who meet the established criteria. This service will be provided without charge.

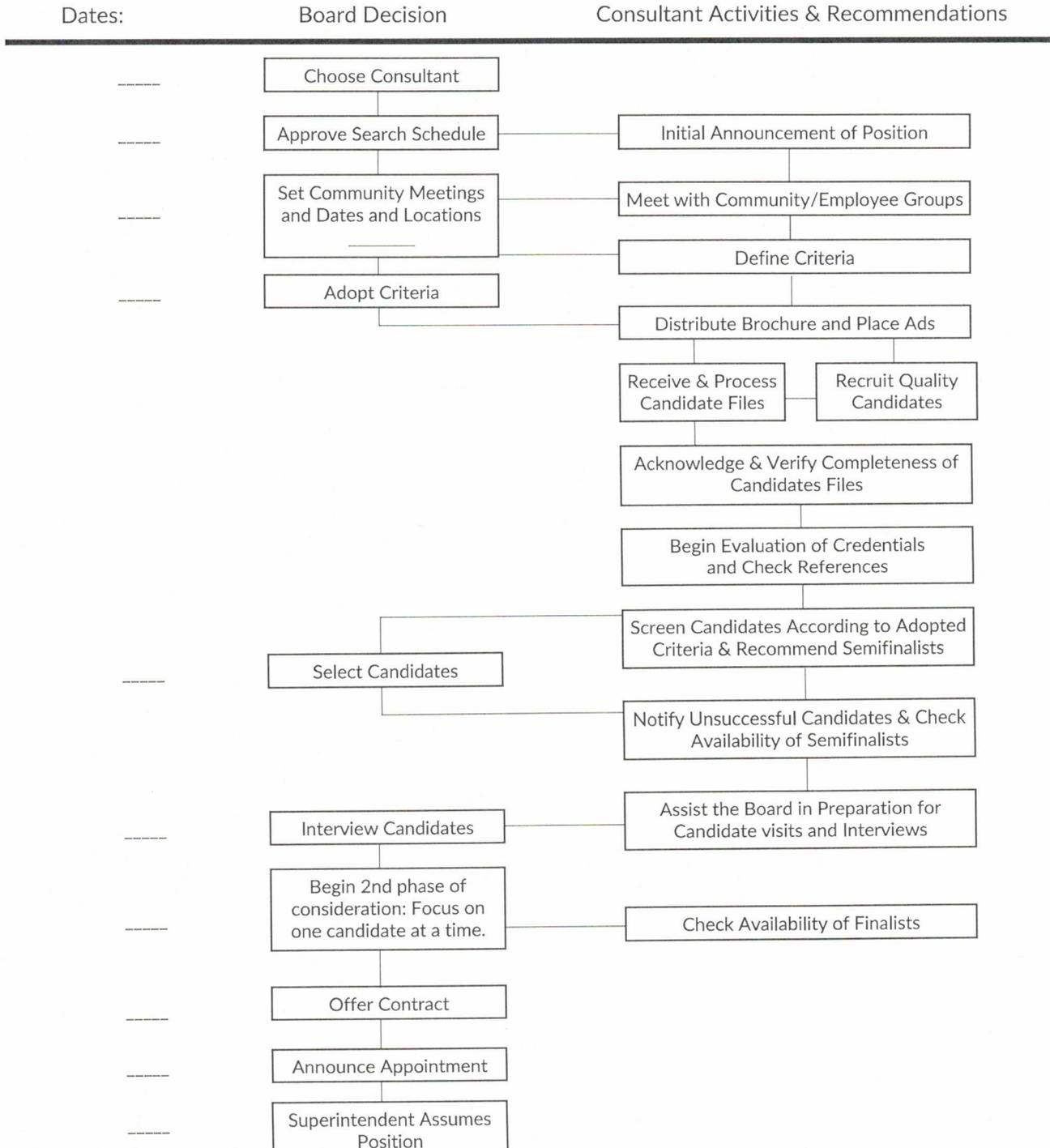
## Sample Timetable For Searches

While searches often seem to take on a life of their own, an appropriate timetable, such as the one outlined below, will provide an operational guideline.

Depending on the time of the year, and taking into account vacation and other schedules, a Plan 1 or 2 search will “normally” take from three to five months.

ACTIVITY	WEEK OF SEARCH
Conduct community meetings to assist Board in the development of criteria for new superintendent	1
Present proposed criteria to the Board for adoption	3
Preparation of descriptive materials, brochures and announcements	4
Advertising and solicitation of nominations and recommendations; Processing and screening of candidate’s credentials	5-10
Screening of selected candidates by consultant	11
Investigation and evaluation of short-listed candidates	12
Presentation of candidates to School Board	13
School Board interviews candidates	14-15
School Board focuses on one candidate at a time, conducts in- depth reference check	16-17
School Board appoints Superintendent	18

# Sample Timeline and Critical Decision Sequence



## Sample Community Meeting Schedule

Noon	Mayor, County Commission, City Council, Community and Business Leaders and School Board
2:00 p.m.	Classified Employees
3:00 p.m.	Central Office Staff, Supervisors and Principals
4:00 p.m.	Teachers
6:00 p.m.	Community Forum

## List of Recent Superintendent Searches Conducted By TSBA

SYSTEM	YEAR	CONTACT
Blount County	2022	Robbie Kirkland, Chairman robbie.kirkland@blountk12.org
Rutherford County	2022	Tiffany R. Johnson, Chairman johnsonti@rcschools.net
Clarksville-Montgomery County	2022	Herbert Nelson, Chairman herbert.nelson@cmcss.net
Knox County	2022	Kristi Kristy, Chairman kristi.kristy@knoxschools.org
Humboldt City Schools	2021	Valeria Smith-Wedley, Chairman vswedley@icloud.com
Washington County	2021	Jason Day, Chairman jasondayconstruction@gmail.com
Bedford County	2021	Diane Neeley, Chairman diane.neeley@gmail.com
Murfreesboro City Schools	2020	Butch Campbell, Chairman bcampbe3@bellsouth.net
Bledsoe County	2020	Vincent Boring, Chairman vincentboring@bledsoecountyschools.org
Maury County	2020	Bettye Kinser, Chairman bkinser@mauryk12.org
Arlington Community Schools	2020	Scott Benjamin scott.benjamin@acsk-12.org 901-305-4654
Tullahoma	2020	Pat Welsh, Chairman pat.welsh@tcsedu.net
Jackson-Madison County	2020	James Johnson, Chairman james.johnson@corecivic.com 731-693-3191
Metro-Nashville Public Schools	2020	Anna Shepherd, Chairman anna.shepherd@mnpes.org 615-210-3768

## List Of Recent Superintendent Searches Conducted By TSBA, cont.

Dyersburg	2019	Scott Self, Chairman sselfdds@yahoo.com 731-589-8890
Henry County	2019	Jill Coker, Chairman jillcoker@consolidatedbuildings.com 731-336-0736
Tipton County	2018	Marty Burlison, Chairman jmburlison@aol.com 901-581-4379 (C)
Rutherford County	2018	Jeff Jordan, Chairman jordanje@rcschools.net 615-893-5812
Greeneville City	2018	Craig Ogle, Chairman cogle@hcbonline.us 423-636-5013
Millington	2018	C.J. Haley, Chairman chaley@millingtonschools.org 901-494-4631
Johnson City	2017	Tim Belisle, Chairman timbelisle@embarqmail.com 423-302-3453
Robertson County	2017	Connie Hogan, Chairman connie.hogan@rcstn.net 615-419-1831
Trenton Special	2017	Dr. Mark Harper, Chairman markharperdds@gmail.com 731-855-0996
West Carroll Special	2016	Jimmy Halford, Chairman jhalford@gcsupplyco.com 731-662-7193
Milan Special	2016	Sid Crocker, Chairman crockers@milanssd.org 731-431-8855

## List Of Recent Superintendent Searches Conducted By TSBA, cont.

Washington County	2016	Todd Ganger, Board Member Tag0220@yahoo.com 423-426-2017
Hickman County	2016	Jewell Prince, Board Member Beetlemjp63@gmail.com 931-729-5452
Alamo	2016	Lawrence Harden, Board Chairman Lawrence.harden10@gmail.com 731-343-9771
Cleveland	2016	Dawn Robinson, Board Chairman dumbolt@aol.com

## HICKMAN COUNTY SCHOOLS CONSULTANT CONTRACT

This agreement with an effective date of \_\_\_\_\_ is made by and between the HICKMAN COUNTY SCHOOLS Board of Education (herein Client) and Wayne Qualls (Consultant).

For and in consideration of the mutual promises contained here, the parties agree as Follows:

**Section 1 Engagement as Consultant.** Client engages Consultant for assistance in the selection process for a new director of schools. Such assistance will include evaluation of resumes and background checks on potential candidates, recruitment of candidates, and individual and board review as needed.

**Section 2 Term.** The term of this Contract commences on the effective date and terminates at the conclusion of the finalist interview process.

**Section 3 Compensation.** As compensation, Client agrees to compensate Consultant for the services performed in Section 1 in the amount of Seven Thousand Dollars (\$7,000.00), payable in two equal payment of Three thousand and five hundred dollars. The first payment is due on execution of the Contract by the parties, and the second payment is due upon successful completion of the Contract. Expenses compensated at state rate.

**Section 4 Independent Contractor.** Consultant is and acts as an independent contractor in the performance of the work under this Contract. Consultant will be responsible for payment of all taxes, including federal, state and local taxes, arising out of the activities of the Contract, including by way of illustration, but not limitation, federal and state income tax, social security tax, unemployment insurance tax, and any other taxes or business license fees as required.

**Section 5 Termination.** If through any cause, other than Termination for Convenience pursuant to Section 6, Consultant fails to fulfill in timely and proper manner the obligations, agreements or stipulation of this Contract, Client has the right to terminate this Contract, without further compensation to Consultant, by providing written notice to Consultant of such termination and specifying the effective date thereof, at least five days before the effective day of such termination. Notwithstanding the foregoing, Consultant will not be relieved of liability to Client for damages sustained by virtue of any breach of Contract.

**Section 6 Termination for Convenience.** The Contract may be terminated by either party upon seven (7) days notice. Said termination will not be deemed a breach of contract is terminated by Client pursuant to this section.

**Section 7 Liability.** Consultant will fully indemnify, defend and save harmless Client, Board of Education employees and agents, from and against any and all

losses, expenses compensations, claims, demands, suits and judgments of sums of money, including but not limited to court costs and counsel fees, to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any negligent act, error, omission, of Consultant, his agents, servants, or employees while engaged upon or in connection the Services required or performed by the Consultant. The provisions of this Section will survive the termination or expiration of this Agreement.

**Section 8 Documents.** All documents, reports and material prepared by Consultant in the performance of this Contract will be the sole property of Client. Consultant hereby acknowledges that all rights, title and interest in the documents, reports and material of kind prepared or made by Consultant, or his subcontractors, in the performance of or in connection with Consultant's duties under this Contract will be vested solely with Client, including the right to hold, use or dispose of same as Client deems appropriate in this sole discretion, and Consultant waives any property rights and copyright to such documents.

**Section 9 General Provisions.** This Contract constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducement, and agreement heretofore entered into between the parties are merged herein. This Contract may not be changed orally, but only by an agreement in writing signed by all the parties. No waiver or any provision of this Contract will be valid unless in writing and signed by the party against who it is sought to be enforced. This Contract is for the personal services of Consultant and may not be assigned Consultant. The provisions of this Contract will be governed by and construed with the laws of Tennessee. To the extent that any provision of this Contract is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provisions will be deemed modified to the extent necessary to make it enforceable.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed for the purpose therein contained.

Board of Education, HICKMAN COUNTY Schools, TN

Wayne Qualls

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Attest

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Chairman

# Wayne Qualls

## References

- Chris Christian - Chairman, Hawkins County 423-817-4225
- Drack Langley – Chairman, Roane County 865-924-7276
- Dr. Joe Gibson- Hamblen County Board( Winter of 2021-22) 423-748-7200
- Wade McCullough – Former Director Search Chairman  
Roane County 867-466-1184
- Don Weathers – Former Chairman Wilson County BOE 615-417-2776
- Susan Lodal – Former Chairman, Kingsport City Schools 423-341-5633
- Glenda Atkinson-Chairman, Lewis County (Spring of 2022) 931-209-6852
- Mike Carothers – City Councilman, Millington, TN 901-573-0808
- \* Reed Matney-Chairman, Rogersville City. 423-754-3742
- John Neil Scarlett – Former Chairman, Jefferson Co. BOE 865-740-3863
- Mike Hughes-Chairman, Sullivan Co. BOE 714-309-3599
- Julie Rochelle-Chairman, Alcoa City. 865-977-4517

## **HICKMAN COUNTY DIRECTOR OF SCHOOLS Search Timeline**

October 1, 2022—June 30, 2023

November, 2022:

- Consultant meets individual board members for one-on-one sessions to establish profile.
- Board approves criteria for candidates.
- Advertise Director position beginning Nov. 28—Dec. 30.
- Consultant Recruits

January, 2023

- Consultant does background and references on all candidates.

February - March, 2020

- Schedule one on one meetings for board established number of candidates.
- Board Members submit questions to consultant to be included in interview protocol.
- Semi-Final ( and final if needed) public interview

April, 2020

- Board selects new Director and begins contract negotiations.



- ePlan Home
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- Project Summary
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- TDOE Resources
- Help for Current Page
- Contact TDOE
- ePlan Sign Out**

## Budget Overview

Hickman County (410) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 2.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 2.0

Go To

### Indirect Cost

Total Contributing to Indirect Cost

Indirect Cost Rate

Maximum Allowed for Indirect Cost

Filter by Location:

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GILBERT, MICHELLE

**Production**  
Session Timeout  
00:29:47

Account Number	71100 - Regular Instruction Program	71200 - Special Education Program	72110 - Attendance	72120 - Health Services	72130 - Other Student Support	72250 - Education Technology	72610 - Operation of Plant	76100 - Regular Capital Outlay	Total
Line Item Number									
131 - Medical Personnel				42,100.00					42,100.00
162 - Clerical Personnel	0.00	0.00	28,395.00		0.00	0.00			28,395.00
163 - Educational Assistants	0.00	54,000.00							54,000.00
189 - Other Salaries & Wages	20,000.00	0.00	0.00	5,400.00	49,401.86	52,000.00	0.00		126,801.86
201 - Social Security	1,240.00	3,348.00	1,760.49	2,945.00	3,062.92	3,224.00	0.00		15,580.41
204 - State Retirement	1,800.00	0.00	3,131.97	4,853.33	5,449.03	4,518.80	0.00		19,753.13
207 - Medical Insurance	0.00	0.00	7,900.00	0.00	0.00	0.00	0.00		7,900.00
212 - Employer Medicare	290.00	783.00	411.73	688.75	716.32	754.00	0.00		3,643.80
321 - Engineering Services								30,000.00	30,000.00
328 - Janitorial Services							60,000.00		60,000.00
399 - Other Contracted Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120,000.00	120,000.00
429 - Instructional Supplies & Materials	2,427.93	0.00							2,427.93
707 - Building Improvements								1,000,000.00	1,000,000.00
720 - Plant Operation Equipment							900,000.00	0.00	900,000.00
722 - Regular Instruction Equipment	106,435.00								106,435.00
<b>Total</b>	<b>132,192.93</b>	<b>58,131.00</b>	<b>41,599.19</b>	<b>55,987.08</b>	<b>58,630.13</b>	<b>60,496.80</b>	<b>960,000.00</b>	<b>1,150,000.00</b>	<b>2,517,037.13</b>
								<b>Adjusted Allocation</b>	<b>2,517,037.13</b>
								<b>Remaining</b>	<b>0.00</b>

Go To



Account Number	71100 - Regular Instruction Program	71150 - Alternative Instruction Program	71200 - Special Education Program	71300 - Vocational Education Program	72110 - Attendance	72120 - Health Services	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72230 - Support Services/Voc Education F
Line Item Number									
<b>499 - Other Supplies and Materials</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,350.00
<b>524 - In-Service / Staff Development</b>					0.00	0.00	0.00		6,000.00
<b>599 - Other Charges</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00		3,250.00
<b>706 - Building Construction</b>									
<b>707 - Building Improvements</b>									
<b>720 - Plant Operation Equipment</b>									
<b>722 - Regular Instruction Equipment</b>	724,230.00								
<b>730 - Vocational Instruction Equipment</b>				36,611.78					
<b>Total</b>	3,261,908.44	49,171.84	80,737.50	56,611.78	41,599.19	6,933.28	28,107.55		633,956.88

Session Timeout  
00:29:40

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TN Department of Education | Andrew Johnson Tower | 710 James Robertson Parkway | Nashville, TN 37243 | (629) 395-4684 | [ePlan.Help@tn.gov](mailto:ePlan.Help@tn.gov)

Hickman County Board of Education  
Budget Amendment No. 13

Federal Programs - Fund 142-932 ESSER 2.0

November 7, 2022

Account	Description	Debit	Credit	Justification
47307 - - - 932	Revenue	\$ 3,457.23		
71100 - 189 - - 932	Other Salaries & Wages	62,309.50		
71100 - 201 - - 932	Social Security	3,863.19		
71100 - 204 - - 932	State Retirement	8,379.02		
71100 - 212 - - 932	Medicare	903.49		
71100 - 429 - - 932	Instructional Supplies		2,427.93	
71100 - 722 - - 932	Instruction Equipment		93,705.31	
71200 - 163 - - 932	Educational Assistants		54,000.00	
71200 - 201 - - 932	Social Security		3,348.00	
71200 - 212 - - 932	Medicare		783.00	
72110 - 162 - - 932	Clerical Position		28,395.00	
72110 - 201 - - 932	Social Security		1,760.49	
72110 - 204 - - 932	State Retirement		3,131.97	
72110 - 207 - - 932	Medical Insurance		7,900.00	
72110 - 212 - - 932	Medicare		411.73	
72120 - 131 - - 932	Medical Personnel		42,100.00	
72120 - 189 - - 932	Other Salaries & Wages		5,400.00	
72120 - 201 - - 932	Social Security		2,945.00	
72120 - 204 - - 932	State Retirement		4,853.33	
72120 - 212 - - 932	Medicare		688.75	
72130 - 189 - - 932	Other Salaries & Wages		32,874.23	
72130 - 201 - - 932	Social Security		2,015.71	
72130 - 204 - - 932	State Retirement		3,746.68	
72130 - 212 - - 932	Medicare		476.67	
72250 - 189 - - 932	Other Salaries & Wages		52,000.00	
72250 - 201 - - 932	Social Security		3,224.00	
72250 - 204 - - 932	State Retirement		4,518.80	
72250 - 212 - - 932	Medicare		754.00	
72610 - 328 - - 932	Janitorial Services		60,000.00	
72610 - 720 - - 932	Plant Operation Equipment	332,548.17		
		\$ 411,460.60	\$ 411,460.60	

To bring ESSER 2.0  
budget into agreement  
with approved ePlan  
budge

Approved:

Attest:

Tim Hobbs

Michelle Gilbert

Hickman County Board of Education  
Budget Amendment No. 14

Federal Programs - Fund 142-933 ESSER 3.0

November 7, 2022

Account	Description	Debit	Credit	Justification
47401 - - - 933	Revenue	\$ 649,662.05		
71100 - 116 - - 933	Teachers		204,363.84	
71100 - 163 - - 933	Educational Assistants		55,200.00	
71100 - 189 - - 933	Other Salaries & Wages		84,260.20	
71100 - 198 - - 933	Substitutes		9,300.00	
71100 - 201 - - 933	Social Security		22,459.67	
71100 - 204 - - 933	State Retirement		24,823.78	
71100 - 212 - - 933	Medicare		5,253.55	
71100 - 399 - - 933	Other Contracted Services	670,000.00		
71100 - 429 - - 933	Instructional Supplies		29,374.48	
71100 - 449 - - 933	Text Books		133,000.00	
71100 - 471 - - 933	Software		980,000.00	
71100 - 722 - - 933	Instruction Equipment	59,835.00		
71150 - 201 - - 933	Social Security		3,817.00	
71150 - 204 - - 933	State Retirement	6,800.00		
71150 - 212 - - 933	Medicare	59.25		
71200 - 163 - - 933	Educational Assistants	113,000.00		
71200 - 201 - - 933	Social Security	7,005.00		
71200 - 212 - - 933	Medicare	1,653.75		
71300 - 429 - - 933	Instructional Supplies		20,000.00	
71300 - 730 - - 933	Instructional Equipment		36,611.78	
72110 - 162 - - 933	Clerical Personnel	27,330.00		
72110 - 201 - - 933	Social Security	2,116.80		
72110 - 204 - - 933	State Retirement	3,765.86		
72110 - 207 - - 933	Medical Insurance		6,950.56	
72110 - 212 - - 933	Medicare	495.06		
72120 - 131 - - 933	Medical Personnel	27,500.00		
72120 - 189 - - 933	Other Salaries & Wages	6,158.00		
72120 - 201 - - 933	Social Security	2,458.80		
72120 - 204 - - 933	State Retirement	4,127.68		
72120 - 212 - - 933	Medicare	575.04		
72130 - 130 - - 933	Social Workers		20,100.00	
72130 - 189 - - 933	Other Salaries & Wages	75,204.60		
72130 - 201 - - 933	Social Security	3,794.40		
72130 - 204 - - 933	State Retirement	6,470.95		
72130 - 207 - - 933	Medical Insurance	6,900.00		
72130 - 212 - - 933	Medicare	935.00		
72130 - 399 - - 933	Other Contracted Services	9,750.00		
72210 - 138 - - 933	Inst Computer Personnel	1,160.00		
72210 - 189 - - 933	Other Salaries and Wages		101,865.00	
72210 - 196 - - 933	Inservice Training		26,000.00	
72210 - 201 - - 933	Social Security		7,678.14	
72210 - 204 - - 933	State Retirement		16,705.77	
72210 - 207 - - 933	Medical Insurance		7,900.00	
72210 - 212 - - 933	Medicare		2,927.41	
72210 - 499 - - 933	Other Supplies & Materials		10,350.00	
72210 - 524 - - 933	Inservice Training	6,000.00		
72210 - 599 - - 933	Other Cost		3,250.00	

To bring ESSER 3.0  
budget into agreement  
with approved budget in  
ePlan

72230 - 524 - - 933	Inservice Training		5,000.00	To bring ESSER 3.0 budget into agreement with approved budget in ePlan
72250 - 162 - - 933	Clerical Personnel	121,980.00		
72250 - 189 - - 933	Other Salaries & Wages		54,000.00	
72250 - 201 - - 933	Social Security	5,952.00		
72250 - 204 - - 933	State Retirement	11,852.40		
72250 - 212 - - 933	Medicare	1,392.00		
72250 - 307 - - 933	Communication		30,000.00	
72250 - 790 - - 933	Other Equipment	29,476.10		
72610 - 328 - - 933	Janitorial Services		6,896.53	
72610 - 720 - - 933	Plant Operation Equipment	247,451.83		
73100 - 710 - - 933	Food Service Equipment	200,000.00		
76100 - 706 - - 933	Building Construction		87,773.86	
76100 - 707 - - 933	Building Improvements		315,000.00	
		\$ 2,310,861.57	\$2,310,861.57	

Approved:

Attest:

Tim Hobbs

Michelle Gilbert

## FinalForms Agreement

This FinalForms Agreement ("Agreement") is made and entered into on \_\_\_\_\_, by and between BC Technologies Company, doing business as FinalForms ("FinalForms" or "Party"), an Ohio corporation, and the \_\_\_\_\_ ("Customer" or "Client" or "Subscriber" or "Party"), (collectively, "the Parties").

The Support Services ("Services") contemplated by this Agreement shall be set forth in an Exhibit, which shall be attached to and made a part of this Agreement.

*The Parties hereto agree as follows:*

### 1. Contract Period

This Agreement is effective when signed by Customer and FinalForms representatives ("Effective Date"). The initial term of this Agreement begins on the Effective Date and ends one calendar year from the Effective Date. The term will renew automatically for additional one (1) year terms at FinalForms' then-current development, academic and athletic form fee rates, notice of which shall be provided to Customer sixty (60) days prior to the end of the then-current term, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term, or upon termination under Section 4 of the Agreement.

### 2. Billing and Payment

**Payment Dates.** Payments for services rendered between March 16<sup>th</sup> and September 15<sup>th</sup> will be invoiced on September 15<sup>th</sup> in each year of this Agreement. Payments for Services rendered between September 16<sup>th</sup> and December 15<sup>th</sup> will be invoiced on December 15<sup>th</sup> in each year of this Agreement. Payments for Services rendered between December 16<sup>th</sup> and March 15<sup>th</sup> will be invoiced on March 15<sup>th</sup> in each year of this Agreement.

**Payment Terms.** Payment for the Services under this Agreement shall be set forth in an Exhibit, which shall be attached to and made a part of this Agreement. Payment is due within thirty (30) days of Customer's receipt of an invoice from FinalForms. Services will be suspended for up to seven (7) days if payment is not received when due. Should Customer fail to pay FinalForms the complete agreed upon consideration within the seven (7) day suspension period, FinalForms shall have the right to terminate the Agreement, effective immediately.

### 3. Representations and Warranties

**Compliance with the Laws.** Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement.

**Acceptable Use.** Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will not violate or tamper with the security of any FinalForms computer equipment or program. If FinalForms has reasonable grounds to believe that Customer is utilizing the Services for any illegal or disruptive purpose, FinalForms may suspend the Services immediately with or without notice to Customer. FinalForms may terminate the Agreement as contemplated in Section 4 if FinalForms determines that Customer failed to adhere to the foregoing acceptable use standards.

**DISCLAIMER.** THE WARRANTIES SET FORTH IN THIS SECTION 3 AND IN SECTION 7 ARE THE ONLY WARRANTIES MADE BY FINALFORMS. FINALFORMS MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE, OR SOFTWARE. FINALFORMS HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY FINALFORMS, ITS EMPLOYEES OR LICENSORS WILL CREATE A WARRANTY. FINALFORMS MAKES NO WARRANTY EXPRESSED OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY,

RELIABILITY OR USEFULNESS OF ANY FORM OR DATA THAT IT CONVERTS INTO ELECTRONIC FORMAT FOR CUSTOMER, OR THIRD PARTIES SUCH AS PARENTS OR STUDENTS, AT CUSTOMER'S REQUEST, PURSUANT TO THIS AGREEMENT

**Foreign Language Translations.** FinalForms may provide translations of data it receives from Customer into languages other than English, through a third-party external translation service, which is intended solely as a convenience to the non-English-reading public. Due to the inherent nuances of translating a foreign language, FinalForms cannot guarantee the accuracy, reliability, or performance of the third-party external translation service nor the limitations provided by this service, such as the inability to translate specific files or data. Therefore, FinalForms expressly disclaims liability for any direct, indirect, incidental, special, or consequential damages that may result from or relate to an inaccuracy in the translation of Customer data into a language other than English.

#### 4. Termination

Either Party may give notice of termination of the Agreement at least thirty (30) days prior to the expiration of the original or renewed term, in which case the Agreement will terminate at the expiration of the term during which such notice is given. If Customer terminates this Agreement, all amounts due for use of the Software based on the number of students whose data has been converted into electronic format in accordance with this Agreement, and the Support Services ("Services") actually rendered prior to the termination of this Agreement shall be immediately due and payable by Customer.

If a Party fails to perform or observe any material term or condition of this Agreement, and the failure continues un-remediated for seven (7) days after receipt of written notice of noncompliance, the other Party may terminate this Agreement, or, where the failure is a nonpayment by Customer of any charge when due, FinalForms may, at its option, terminate or suspend Services in accordance with Section 2 of this Agreement.

This Agreement may be terminated immediately upon written notice by FinalForms if it becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.

#### 5. Licenses

FinalForms hereby grants to Customer a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by FinalForms ("Software"), which may be furnished to Customer under this Agreement. Customer agrees to use commercially reasonable efforts to ensure that its employees and users of all Software hereunder comply with this Agreement. Customer also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Software. All Software furnished to Customer under this Agreement shall be used by Customer only for Customer's internal business purposes, and shall not be reproduced or copied in whole or in part.

#### 6. Customer Data

Customer is the custodian of all data that it supplies to FinalForms, which is to be strictly held as confidential, FinalForms will not access, delete or alter Customer data within FinalForms or within any other software or application employed by Customer without the express consent of Customer.

Customer hereby consents to the use by FinalForms of Customer's name, logo, and other identifying information in marketing materials that contain a list of representative customers. FinalForms will grant Customer administrators access to the data for a minimum of seven (7) years after contract termination. Customer has the option to receive a backup of data prior to deletion, per Section 10 of this Agreement.

All right, title, and interest in and to the Software, and all copyrights, patents, trademarks, service marks, or other intellectual property or proprietary rights relating thereto, belong exclusively to FinalForms. Any modification to the

*as outlined in FERPA.*

Software performed by Customer directly or indirectly extending the current capabilities shall be the property of FinalForms, and all copyrights and other rights are hereby assigned to FinalForms.

## **7. Limitation of Liability**

As set forth below, under no circumstances will FinalForms, its executives, employees, or designees be liable for any indirect, incidental, special, or consequential, damages that result from Customer's use of or Customer's inability to use the Services, including but not limited to: loss of revenue or lost profits, or damages that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, theft, destruction, or unauthorized access to FinalForms' records, programs or services, even if such Party has been advised of the possibility of such damages. In the event of any breach by FinalForms of this Agreement, FinalForms' liability to Customer will not exceed the amount paid to FinalForms by Customer during the previous three (3) months.

**No Infringement:** FinalForms warrants the Software will not infringe any patents, trademarks, copyright, or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret. Customer shall notify FinalForms promptly in writing of any known action brought against Customer based on an allegation that Customer's use of any materials infringes any patent, trademark, copyright, or infringes any right of a third party, or constitutes misuse or misappropriation of a trade secret ("Infringement"). FinalForms may agree to defend, indemnify, and hold Customer harmless from any such action at FinalForms' sole expense, provided that FinalForms shall have the sole control of the defense of any such action, all negotiations and/or its settlement, and Customer reasonably cooperates with FinalForms in such defense, negotiations and/or settlement.

## **8. Customer Responsibility**

For purposes of Section 8 of this Agreement, "communications" shall mean all electronic correspondence generated or received by Customer and its employees and designees, excluding such correspondence between Customer and FinalForms, through the use of any Service provided by FinalForms to Customer under this Agreement.

Customer is solely responsible for the content of communications transmitted by Customer using the Services. Customer is solely responsible for the content of all documents, data, and student records FinalForms converts into electronic format and makes available to Customer online, at the request of Customer, and shall defend, indemnify, and hold harmless FinalForms from and against any liability and costs (including reasonable attorneys' fees) arising from FinalForms conversion of such documents, data, and student records into electronic format and making such documents, data, and student records available online.

Customer is not permitted to resell the Services.

To the extent deemed necessary by Customer, Customer shall implement security procedures necessary to limit access to the Services to Customer's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data, or programs.

Customer is responsible for establishing designated points of contact to interface with FinalForms.

## 9. Confidential Information

**Definition.** For purposes of this Agreement, "Confidential Information" shall mean information including, without limitation, all Customer data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, and other technical, business, financial, and product development plans, forecasts, strategies and information marked "Confidential," or if disclosed orally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Customer under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving party; (ii) is independently developed by the receiving party without the participation of individuals who have had access to the Confidential Information; (iii) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized representative or designee of such disclosing party; or (iv) the receiving party is legally compelled to disclose, provided, however, that prior to any such compelled disclosure, the receiving party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure, and (b) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as and to the extent necessary to legally comply with such compelled disclosure.

Each Party agrees to use the other Party's Confidential Information solely for the purposes of carrying out its obligations under this Agreement, and to refrain from disclosing that Confidential Information to any third-party, unless and to the extent: (a) any disclosure is necessary or appropriate in connection with the performance of its obligations or exercise of its rights under this Agreement; (b) any disclosure is required by applicable law including public records law or open meetings law; provided that, if practicable, the party required to make such disclosure uses reasonable efforts to give the party to whom the relevant Confidential Information relates reasonable advance notice thereof (i.e., so as to afford that party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure) and the Confidential Information is only disclosed to the extent required by law; (c) any disclosure is made with the consent of the disclosing party; or (d) to employees, consultants or agents to whom disclosure is necessary to realize the benefit of this Agreement and who agree to be bound by the terms hereof.

FinalForms will disclose any breach of its security system affecting personal information, in accordance with the requirements of applicable law.

**Nondisclosure.** During the term of this Agreement and for a period of two (2) years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement. Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/non-use obligations imposed by Section 9 of this Agreement. Both Parties shall take steps each determines appropriate to implement and enforce such non-disclosure/non-use obligations.

## 10. Back-up of Data

FinalForms will deliver a full back-up of Customer Data in .BAK format in a CD by US priority mail, if Customer pays a charge of \$100 per back-up copy in advance of receiving the CD(s).

## 11. General Provisions and Force Majeure

(a) This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the Parties and shall be binding on the Parties. No modification, termination, or waiver of any provisions of this Agreement shall be binding upon a Party unless evidenced in writing signed by authorized representatives of the Parties. No provision of any purchase order or other document issued by Customer, which purports to alter, vary, modify, or add to the provisions of this Agreement, shall be binding upon FinalForms or effective for any purpose, unless expressly accepted by FinalForms in a signed writing by an authorized representative.

It is further expressly understood and agreed that, there being no expectations to the contrary between the Parties, no usage of trade or other regular practice or method of dealing, either within the computer software industry, FinalForms' industry, or between the Parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

(b) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties.

(c) The Software shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

(d) This Agreement may not be assigned, sublicensed, or transferred, in whole or in part, by Customer without the prior written consent of FinalForms. Any attempted assignment, subletting or transfer shall be void.

(e) If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) No delay or failure of FinalForms or Customer in exercising any right herein, and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by FinalForms or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

(g) In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party, or other causes beyond such Party's reasonable control (a "Force Majeure Event"), the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds seven (7) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, immediately terminate this Agreement as provided in Section 11 of this Agreement.

(h) At FinalForms' request, no more frequently than annually, Customer shall furnish FinalForms with a signed certification verifying that the Software is being used pursuant to the terms of this Agreement and listing the locations where the Software is being used.

(i) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and each of which together shall constitute a single instrument.

**12. Signatures**

Signature below by an authorized representative confirms a Party's consent to the terms and conditions of this Agreement.

**CUSTOMER**

By: \_\_\_\_\_  
Position: \_\_\_\_\_

By: \_\_\_\_\_  
Position: \_\_\_\_\_

Date: \_\_\_\_\_

**FINALFORMS**

By: \_\_\_\_\_  
Position: \_\_\_\_\_

Date: \_\_\_\_\_

**FinalForms Agreement - Exhibit A**

This Exhibit shall be attached to and made a part of the FinalForms Agreement between FinalForms and \_\_\_\_\_ ("Customer").

The following definition shall apply to the FinalForms Agreement:

**Support Services ("Services")** – includes, but is not limited to: conversion of Customer-approved forms and data into electronic format; web hosting for online forms; data storage; provision of access to stored Customer data; access to electronic communication tools using online email system, manual notifications or automatic notifications; access to features that allow filtering, sorting, printing and emailing data; email and phone Customer support; online and in-person training.

**PAYMENT OPTIONS AND PAYMENT PLANS**

**1. BUILD FEE**

*\* Customer will be billed at the rate noted on the quote.*

The Setup Fee covers the development of the FinalForms system, including customization, for Academics and/or Athletics and/or Staff. The total Setup Fee will be invoiced upon signing the Agreement and will be due within thirty (30) days of signing the Agreement.

**2. ANNUAL FEES (per student)**

*\* Customer will be billed at the rate noted on the quote.*

Invoices are automatically sent on September 15th, December 15th, and April 15th, and shall be due within thirty (30) days of receipt of such invoice unless otherwise agreed upon, which is noted as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signatures**

Signature below by an authorized representative confirms a Party's consent to the terms set forth above.

**CUSTOMER**

By: \_\_\_\_\_  
Position: \_\_\_\_\_

By: \_\_\_\_\_  
Position: \_\_\_\_\_

Date: \_\_\_\_\_

**FINALFORMS**

By: \_\_\_\_\_  
Position: \_\_\_\_\_

Date: \_\_\_\_\_

# Hickman County and East Hickman and Two Middle Schools, TN - ATH + STF

Quote created on October 17, 2022 - Reference: 20221017-185825930

**kara hobbs**

kara.hobbs@hickmank12.org

931-729-7730

**Dj. Key**

dj.key@hickmank12.org

**Aaron Taylor**

aaron.taylor@hickmank12.org

931-670-1366

## Comments

No Build Fee Special is good through October 31, 2022 and \$2.00 for Student-Athletes and Coaches. Year two and every year thereafter shall be \$4.00 per Student-Athletes and Coaches.

Mike Ellson - Tennessee Consultant at FinalForms



## Products & Services

### Annual Fee: Athlete Services

800 x ~~\$5.00~~ / year

NOTE: Fees are calculated based on the number of athletes on a roster in FinalForms on the billing date. You will only pay this fee once per athlete, per year.

\$3.00 discount **\$1,600.00 / year**

### One-Time Build Fee: Athlete Services

1 x ~~\$1,000.00~~

NOTE: This fee covers the one-time configuration of your athletic department in FinalForms.

\$1,000.00 discount **\$0.00**

### Annual Fee: Staff Services

70 x ~~\$5.00~~ / year

NOTE: Fees are calculated based on the number of staff using forms in FinalForms on the billing date. You will only pay this fee once per staff member, per year.

\$3.00 discount **\$140.00 / year**

### One-Time Build Fee: Staff Services

1 x ~~\$1,000.00~~

\$1,000.00 discount **\$0.00**

NOTE: This fee covers the one-time configuration of your staff system in FinalForms.

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Recurring discount	\$2,610.00 / year
Recurring subtotal	\$1,740.00 / year
One-time discount	\$2,000.00
<b>Total</b>	<b>\$1,740.00</b>

**This quote expires on October 31, 2022.**

### Questions? Contact me



**Mike Ellson**

Tennessee Consultant

mike@finalforms.com

615-406-9944



**FinalForms**

45 Bell St

Chagrin Falls, OH 44022

US

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# Hickman County Board of Education

	Descriptor Term:	Descriptor Code: <b>1.404</b>	Issued Date: <b>11/01/21</b>
	<b>Appeals to and Appearances Before the Board</b>	Rescinds: <b>1.404</b>	Issued: <b>07/01/19</b>

## 1 APPEALS TO THE BOARD

2 Any matter relating to the operation of the school system may be appealed to the Board. However, the  
3 Board desires that all matters be settled at the lowest level of responsibility and will not hear complaints  
4 or concerns which have not advanced through the proper administrative procedure from the point of  
5 origin.

6 If all steps of the administrative procedure have been pursued and there is still a desire to appeal to the  
7 Board, the matter shall be referred in writing to the office of the director of schools and the Board shall  
8 determine whether to hear the appeal.

## 9 APPEARING BEFORE THE BOARD

10 Individuals desiring to ~~appear before the Board~~ *place an item for consideration on the Board*  
11 *meeting agenda* must submit a written request with descriptive materials  
12 to the office of the director of schools ten (10) days before the meeting. If the request is approved by  
13 the Executive Committee, the item will be placed on the agenda. Individuals placed on the agenda will  
14 be recognized at the beginning of the meeting and given time to speak when their topic of interest is  
addressed on the agenda. All requests submitted will be included in the board packet.

15 Recognition of individuals who are not citizens of the school system is to be determined by a majority  
16 vote of the Board.

17 The chairman may recognize individuals not on the agenda for ~~remarks to the Board if he/she determines~~  
18 ~~that such is in the public interest. A majority vote of members present can overrule the decision of the~~  
19 ~~chairman.~~ *replace with new section*

20 Individuals speaking to the Board shall address remarks to the chairman and may direct questions to  
21 individual board members or staff members only upon approval of the chairman. Each person speaking  
22 shall state his name, address, and subject of presentation. Remarks will be limited to ~~three~~ *three (3)* minutes  
23 unless time is extended by the Board. The chairman shall have the authority to terminate the remarks of  
24 any individual who is disruptive or does not adhere to Board rules.<sup>1</sup> Members of the Board and the  
25 director of schools have the privilege of asking questions of any person who addresses the Board.

26 Individuals desiring additional information about any item on the agenda shall direct such inquiries to  
27 the office of the director of schools.

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**Legal References**

1. TCA 39-17-306

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**Cross References**

School Board Meetings 1.400  
Public Hearings 1.401  
Agendas 1.403  
Discrimination/Harassment of Employees 5.500  
Complaints and Grievances 5.501  
Student Discrimination, Harassment, Bullying, Cyber-  
bullying, and Intimidation 6.304  
Student Concerns 6.305

Insert on line 17:

The chairman may recognize individuals not on the agenda for a period of public comment not to exceed 15 minutes. Individuals desiring to speak during public comment period should sign up to speak prior to the meeting. The sign-up sheet for public comment will be available at the meeting location 1 hour prior to the start of the meeting.



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

To: School Board Members  
From: Misty Shelton  
Date: November 7, 2022

**2nd reading:**

**4.210 - Credit Recovery**

In June, the State Board of Education made changes to their grading scale. These changes conflicted with the policy impacting credit recovery. Policy update on lines 10-12 of page 2 to reflect that students completing credit recovery shall receive a grade of 60%. Changes are noted on the policy.

**4.402 Reconsideration of Instructional Materials and Textbooks-** remove lines 1-5 which references the Library Bill of Rights and library materials. TSBA recommends that all information regarding library materials be maintained in policy 4.403

**4.403 Library Materials-** the policy has been revised by adding 8 and 9 to page 2.

**4.603 - Promotion and Retention**

A new state law on promotion and retention will impact students this school year. The State Board of Education has updated a regulation that goes into more detail on the process. While much focus has been placed on third and fourth grader. TSBA encourages district staff to review this process for all students as it is important to understand how this policy applies at different grade levels. Changes are noted on the policy. Appeal process should be put in place. The recommendation would be for this to be at the school level with the assistant principal/principal.

**4.605- Graduation Requirements-**

Lines 11 – 12, page 1, state that special education students must obtain 24 credits to graduate. However, per state law, these students are required to only receive 22 credits. The recommendation is to change line 1 to just state the following: Achieve the specified units of credit. The units earned would then be specified according to what is required of all students by state law (22) and also allows for any credits earned over that amount for students who take advance coursework prior to entering HS.

**6.200- Attendance-** recommendation to remove lines 30-36 on page 4 since this information is covered in board policy 6. 506

931-729-3391 ext. 2226

[misty.shelton@hickmank12.org](mailto:misty.shelton@hickmank12.org)

fax 931-729-3834

**Up for Review:**

- 5.1101 Differentiated Pay Plan**
- 5.111 Utilization of Career Level Educators**
- 5.112 Extended Contracts**
- 5.113 In-Service and Professional learning Opportunities**
- 5.114 Personnel Records**
- 5. 1141 Teacher Effect Data**
- 5.115 Assignment/Transfer**
- 5.1151 Telework During Emergencies**
- 5.116 Staff Positions**
- 5.117 Teacher Tenure**
- 5.118 Background Investigations**

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

931-729-3391 ext. 2226

*misty.shelton@hickmank12.org*

fax 931-729-3834

# Hickman County Board of Education

	Descriptor Term:  <b>Credit Recovery</b>	Descriptor Code: <b>4.210</b>	Issued Date: <b>05/02/22</b>
		Rescinds: <b>4.210</b>	Issued: <b>02/03/20</b>

## 1 GENERAL<sup>1</sup>

2 The director of schools shall ensure that credit recovery facilitators receive training regarding course  
3 organization, online instruction management and related technology.

4 Credit recovery teachers shall comply with all State Board of Education certification requirements.<sup>1</sup>

## 5 ADMISSION AND REMOVAL<sup>2</sup>

6 No student shall be admitted to or otherwise enrolled in credit recovery courses unless:

- 7 1. The student's parent/guardian gives written consent for the student to enroll in the proposed  
8 credit recovery course. Parents/guardians should be informed that not all postsecondary  
9 institutions will accept credit recovery courses for credit and that the NCAA Clearinghouse will  
10 not accept credit recovery courses for credit; and
- 12 2. The student has previously taken an initial, non-credit recovery section of the proposed course  
13 and received a grade of at least fifty percent (50%). Students who receive a grade of below fifty  
14 percent (50%) in the non-credit recovery section of the course must re-take the course.

15 If a student is seeking to recover credit for the first semester of a two-semester course, the student may  
16 not receive the full credit for the course until he/she has enrolled in and passed the second semester of  
17 the course and taken any applicable End of Course examinations.

18 The board shall track students enrolled in credit recovery courses as directed by the Tennessee  
19 Department of Education.

## 20 INSTRUCTION AND CONTENT<sup>2</sup>

21 Credit recovery teachers shall work closely with credit recovery facilitators to correlate class content  
22 and instruction.

23 The director of schools shall ensure that all credit recovery courses:

- 24 1. Align with Tennessee's current academic standards for the relevant course content area, as  
25 approved by the State Board of Education; and
- 26 2. Differentiate instruction to address individual student growth needs based on diagnostic  
27 assessment or End of Course data.

1 Students in credit recovery programs shall:

- 2 1. Complete a course skill-specific diagnostic to determine skill-specific goals;  
3  
4 2. Meet individual skill-specific goals in a flexible time frame as established by identified student  
5 need; and  
6  
7 3. Master all individualized skill-specific goals as established by the diagnostic process in order to  
8 earn credit.

9 **GRADES<sup>2</sup>**

10 Students passing credit recovery shall receive a grade of sixty percent (60%) under the state uniform  
11 grading system. If the district utilizes a locally-adopted grading scale that differs from the uniform  
12 grading scale, a student passing credit recovery shall receive a D.<sup>3</sup>

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Legal References

1. State Board of Education Policy 2.103; TRR/MS 0520-01-03-.03(13)
2. State Board of Education Policy 2.103
3. State Board of Education Policy 3.301

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Cross References

Virtual Education Program 4.212  
Grading System 4.600  
Promotion and Retention 4.603

# Hickman County Board of Education

Descriptor Term: <b>Reconsideration of Instructional Materials and Textbooks</b>	Descriptor Code: <b>4.402</b>	Issued Date: <b>08/01/22</b>
	Rescinds: <b>4.402</b>	Issued: <b>06/05/22</b>

1 The Board supports principles of intellectual freedom inherent in the First Amendment of the  
2 Constitution of the United States<sup>1</sup> and expressed in the *Library Bill of Rights* of the American Library  
3 Association.

4 Because opinions differ, there may be questions concerning some instructional and library materials  
5 despite the quality of the selection process. If a complaint is made, the following procedure is to be  
6 followed:<sup>1</sup>

- 7 1. Inform the complainant of the selection procedures and make no commitments.
- 8 2. Request the complainant to submit a formal "Request for Reconsideration of Instructional  
9 Materials".
- 10 3. Inform the director of schools (and other appropriate personnel).
- 11 4. Keep challenged materials available for use during the reconsideration process.<sup>2</sup>
- 12 5. Upon receipt of the completed form, the principal requests review of the challenged materials  
13 by an ad hoc materials review committee within fifteen (15) working days, and notifies the  
14 appropriate supervisor and director of schools that such review is being done. The review  
15 committee is appointed by the principal, and includes certificated library media personnel,  
16 representatives from classroom teachers, one or more parents, and may include one or more  
17 students.
- 18 6. The review committee shall take the following steps after receiving the challenged materials:
  - 19 a. Read, view or listen to the material in its entirety;
  - 20 b. Check general acceptance of the material by reading recognized and evaluative reviews;
  - 21 c. Determine the extent to which the material supports the curriculum;
  - 22 d. Complete the appropriate "Checklist for Reconsideration of Instructional Materials",  
23 judging the material for its strength and value; and
  - 24 e. Present recommendation to principal for further action and to the director of schools for  
25 purposes of information.

- 1      7.      If the complainant desires further action after receiving the recommendation of the committee and the decision of the principal, an appeal may be made to the Board.

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Legal References

1.    *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982)
2.    TCA 49-1-302(a)(8); TCA 49-1-314; TCA 49-6-2206; Public Acts of 2022, Chapter No. 1085

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Cross References

Instructional Standards 4.101  
Textbooks and Instructional Materials 4.400  
School and System Websites 4.407  
Controversial Materials 4.801

# Hickman County Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term:  <b>Library Materials</b>	Descriptor Code: <b>4.403</b>	Issued Date: <b>08/01/22</b>
		Rescinds:	Issued:

## 1 *General*

2 The Director of Schools shall be responsible for library collection development. Library materials shall  
3 be reviewed to ensure the content aligns with state law.<sup>1</sup> The library collection shall adhere to the  
4 following criteria:

- 5 1. Materials shall be suitable for and consistent with the educational mission of the school;  
6
- 7 2. Materials shall be appropriate for the age and maturity levels of the students who may access  
8 them. The determining factor will be based on an assessment of any mature themes or content  
9 (i.e., violence, sexual content, vulgar language, substance abuse);  
10
- 11 3. Materials shall contain literary, historical, and/or artistic value and merit; and  
12
- 14 4. The collection as a whole shall offer a variety of viewpoints.

14 Grade level supervisors shall be responsible for periodically reviewing the district's library collection  
15 in line with these established standards.

## 16 **COMPLAINTS**

17 If a complaint is made by an employee, student, or parent/guardian, this process is to be followed:

- 18 1. Inform the complainant of the selection procedures and make no commitments.  
19
- 20 2. Request the complainant to submit a Request for Reconsideration of Library Materials form.  
21
- 22 3. Inform the principal (and other appropriate personnel).  
23
- 24 4. Keep challenged materials available for use during the reconsideration process.  
25
- 26 5. Upon receipt of the completed form, the principal shall notify the Director of Schools.  
27
- 28 6. The principal shall request review of the challenged materials by an ad hoc materials review  
29 committee within ten business days. The review committee is appointed by the principal and  
30 includes certified library media personnel, representatives from classroom teachers, one or  
31 more parents, and may include one or more students. The principal will inform the Director of

- 1 Schools of the review committee's progress.
- 3 7. The review committee shall take the following steps after receiving the challenged materials:  
4  
5 a. Read, view, or listen to the contested material in its entirety;  
6 b. Check general acceptance of the material by reading recognized and evaluative reviews;  
7 c. Determine the extent to which the material supports the educational mission of the  
8 school;  
9 d. Complete the appropriate Checklist for Reconsideration of Library Materials, judging  
10 the material for its strength and value; and  
11 e. Present recommendation to principal for further action and to the Director of Schools  
12 for purposes of information.
- 13 8. The Board shall review the recommendation presented by the review committee and make the  
14 determination whether the material is appropriate for the age and maturity levels of the students  
15 who have access to the materials and whether the material is suitable for, and consistent with,  
16 the educational mission of the school.
- 17  
18 9. If it is determined that the material is not appropriate for the age and maturity levels of the  
19 students who have access to them or is not suitable for, and consistent with, the educational  
20 mission of the school, the Board shall require the school to remove the material from the library  
21 collection.  
22

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**Legal References**

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982); Public Acts of 2022, Chapter No. 744

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**Cross References**

Textbooks and Instructional Materials 4.400  
School and System Websites 4.407  
Controversial Materials 4.801

# Hickman County Board of Education

Descriptor Term: <b>Promotion and Retention</b>	Descriptor Code: <b>4.603</b>	Issued Date: <b>07/11/22</b>
	Rescinds: <b>4.603</b>	Issued: <b>05/04/20</b>

## 1 **PROMOTION**<sup>1</sup>

2 The director of schools/designee shall promote students to the next grade level based on the successful  
3 completion of required academic work and on the satisfactory progress in each of the relevant  
4 academic areas. However, no student enrolled in the third grade shall be promoted unless the student  
5 has shown a basic understanding of curriculum and the ability to perform the skills required in the  
6 subject of reading as demonstrated by the student's grades or standardized test results. This  
7 requirement shall not apply to students who are participating in a board-approved, research-based  
8 intervention prior to the beginning of the next school year or to students who have an individualized  
9 education program (IEP).<sup>2</sup>

10 Students who have difficulty in achieving the requirements for promotion may be considered for  
11 retention. Schools shall identify these students by February 1<sup>st</sup>. Factors used to identify students for  
12 retention shall include:<sup>1</sup>

- 13 1. The student's ability to perform at the current grade level;
- 14 2. The results of local assessments, if applicable;
- 15 3. State assessments, as applicable;
- 16 4. **Home Literacy Reports;**<sup>3</sup>
- 17 5. The overall academic achievement of the student;
- 18 6. The student's chance for success with more difficult material if promoted to the next grade;
- 19 7. Attendance; and
- 20 8. Social and emotional maturity.

28 Students may be identified for retention after the February 1<sup>st</sup> deadline if the delay in identifying a  
29 student is due to:<sup>4</sup>

- 30 1. Date of enrollment;

31

- 1 2. Additional information acquired after results of local assessment, screening, or monitoring are  
2 released; or
- 3
- 4 3. Decisions made by a student's IEP team or extenuating medical or psychological information  
5 on a case by case basis.

## 6 **PROMOTION PLANS<sup>5</sup>**

7 When a student is identified for retention, the student's parent(s)/guardian(s) shall be notified within  
8 fifteen (15) calendar days, and an individualized promotion plan shall be developed to help the student  
9 avoid retention. The plan shall be developed in coordination with the student's teachers, IEP or 504  
10 team, if applicable, and may also include input from the student's parent(s)/guardian(s), school  
11 counselor, or other appropriate school personnel.

12 Promotion plans shall incorporate evidence-based strategies, including expectations and measurements  
13 that will verify whether a student has made sufficient progress to be promoted to the next grade level,  
14 and be tailored to the student's learning needs. Promotion plans for students in third and fourth grade  
15 will include additional requirements for promoting students in these grades. A copy of the plan will be  
16 provided to the student's parent(s)/guardian(s), and the school shall offer the opportunity for a parent-  
17 teacher conference to discuss the plan. If a student is not making progress on the promotion plan, then  
18 the strategies shall be modified. Parent(s)/guardian(s) shall be provided with any changes to the  
19 promotion plan.

20 A student who demonstrates sufficient academic progress according to his/her promotion plan shall be  
21 promoted to the next grade level unless retention is required per additional requirements for students in  
22 third and fourth grade.<sup>6</sup>

23 If a student has not demonstrated sufficient academic progress according to his/her promotion plan by  
24 the end of the school year, the student shall be eligible to enroll in a summer reading or learning  
25 program, if available. Parent(s)/guardian(s) shall be notified of a decision for retention at least ten (10)  
26 calendar days prior to the start of the next school year if the student was enrolled in a summer program.  
27 However, if the student wasn't enrolled in a summer program, the parent(s)/guardian(s) shall be  
28 notified of a decision for retention at least thirty (30) calendar days prior to the start of the next school  
29 year.<sup>7</sup>

## 30 **RETENTION<sup>6</sup>**

31 A student may be retained when, in the judgment of the student's teacher and/or the student's IEP  
32 team, such retention is in the best interest of the student or when retention is required per additional  
33 requirements for students in third and fourth grade. However, a student shall not be retained more than  
34 once in any grade.

### 35 *Decision of Retention<sup>8</sup>*

36 If a student is retained, the director of schools/designee shall develop an individualized academic  
37 remediation plan within thirty (30) calendar days after the beginning of the next school year. A copy of  
38 the plan shall be provided to the student's parent/guardian within ten (10) days of its development.  
39 This plan shall include at least one of the following strategies:

1. Adjustment to the current instructional strategies or materials;
2. Additional instructional time;
3. Individual tutoring outside of school hours;
4. Modification to the student's classroom assignment to ensure the student receives instruction from a highly effective teacher; or
5. Attendance or truancy interventions.

The director of schools shall develop procedures to ensure proper monitoring of students who are retained and appropriate recordkeeping.

For the purpose of determining the effectiveness of retention toward improving student achievement, the progress of retained students shall be closely monitored and reported to parent(s)/guardian(s) at least three (3) times during the school year in which the student is retained.

#### *Decision of Retention – Third Grade<sup>9</sup>*

Third grade students shall not be promoted to the next grade unless they are determined to be proficient (i.e., receive a performance level rating of “Met” or “Exceeded”) in English language arts (ELA) based on the student's most recent TCAP test.

Students who are not proficient in ELA may still be promoted if the following conditions are met:

1. A student in third grade receiving a performance level rating of “approaching” on the ELA portion of the student's most recent TCAP test may be promoted if:

- a. The student is an English language learner and has received less than two (2) full years of ELA instruction;
- b. The student was previously retained in grades K-3;
- c. The student is retested before the next school year and scores proficient in ELA;
- d. The student attends a learning loss bridge camp before the next school year, maintains a ninety percent (90%) attendance rate, and demonstrates adequate growth on the post-test at the end of the camp; or
- e. The student receives tutoring for the entirety of the next school year in accordance with state law.

2. A student in third grade receiving a performance level rating of “below” on the ELA portion of the student's most recent TCAP test may be promoted if:

- a. The student is an English language learner and has received less than two (2) full years of ELA instruction;

- 1           b.     The student was previously retained in grades K-3;
- 2           c.     The student is retested before the next school year and scores proficient in ELA; or
- 3           d.     The student attends a learning loss bridge camp before the next school year, maintains a
- 4                 ninety percent (90%) attendance rate, and receives tutoring for the entirety of the next
- 5                 school year in accordance with state law.

#### 6     *Decision of Retention – Fourth Grade<sup>9</sup>*

7     Students in the following categories shall show adequate growth in the following ways before being  
8     promoted to the fifth grade:

- 9           1.     A student who is promoted to the fourth grade due to receiving tutoring for the entirety of the
- 10                 next school year in accordance with state law or because of attending a learning loss bridge
- 11                 camp must maintain a ninety percent (90%) attendance rate; and
- 12
- 13           2.     A student receiving tutoring for the entirety of the next school year in accordance with state law
- 14                 shall be required to show adequate growth on the fourth grade ELA portion of TCAP before the
- 15                 student may be promoted to fifth grade.

16     A student shall not be retained more than once in fourth grade.

#### 17     *Decision of Retention – Students with Disabilities<sup>10</sup>*

18     Retention and promotion decisions shall be made on a case-by-case basis and in consultation with the  
19     student's IEP and/or 504 team to determine whether the student's performance on the ELA portion of  
20     TCAP was due to the student's disability. The school district shall not retain a student with a disability  
21     or a suspected disability that impacts their ability to read.

#### 22     APPEALS<sup>7,11</sup>

23     When a student is identified for retention, the parent(s)/guardian(s) shall be notified about the decision  
24     to retain the student and provided with information on the right to appeal the decision. Appeals shall be  
25     made to the assistant principal or principal of the school within (5) business days. The student and  
26     his/her parent(s)/guardian(s) shall be provided written or actual notice of the appeal hearing and shall  
27     be given the opportunity to address the assistant principal or principal. They shall conduct a hearing  
28     within (5) business days to determine if the student will be promoted and issue such decision within (5)  
29     business days. Upon notification of the committee decision, the principal shall send written notification  
30     to the Director of Schools/designee and the parent(s)/guardian(s).

31     For students where retention is required per the additional requirements for students in third and fourth  
32     grade, parent(s)/guardian(s) may appeal this decision directly to the Department of Education in  
33     accordance with state law.<sup>12</sup>

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**Legal References**

1. 20 USCA § 1400 *et seq.*; 29 U.S.C. § 794 (Section 504); TRR/MS 0520-01-03-.16; TCA 49-6-3115
2. TRR/MS 0520-01-03-.16(5)
3. TCA 49-1-905(e)
4. TRR/MS 0520-01-03-.16(4)
5. TRR/MS 0520-01-03-.16(6)
6. TRR/MS 0520-01-03-.16(6)(f)
7. TRR/MS 0520-01-03-.16(6)(e)
8. TRR/MS 0520-01-03-.16(6)(g)
9. TRR/MS 0520-01-03-.16(7)
10. 29 U.S.C. § 794 (Section 504); 20 USCA § 1400 *et seq.*; TRR/MS 0520-01-03-.16(7)(e)
11. TRR/MS 0520-01-03-.16(3); TRR/MS 0520-01-02-.17(7); TCA 49-6-3102(e)(1)
12. TRR/MS 0520-01-03-.16(7)(f)

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**Cross References**

Credit Recovery 4.210  
Grading System 4.600  
Reporting Student Progress 4.601  
Attendance 6.200  
Student Assignments 6.205  
Homeless Students 6.503  
Student Records 6.600

- 1 1. A student who is promoted to the fourth grade due to receiving tutoring for the entirety of the  
2 next school year in accordance with state law or because of attending a learning loss bridge  
3 camp must maintain a ninety percent (90%) attendance rate; and  
4
- 5 2. A student receiving tutoring for the entirety of the next school year in accordance with state law  
6 shall be required to show adequate growth on the fourth grade ELA portion of TCAP before the  
7 student may be promoted to fifth grade.

8 A student shall not be retained more than once in fourth grade.

9 *Decision of Retention – Students with Disabilities*<sup>10</sup>

10 Retention and promotion decisions shall be made on a case-by-case basis and in consultation with the  
11 student's IEP and/or 504 team to determine whether the student's performance on the ELA portion of  
12 TCAP was due to the student's disability. The school district shall not retain a student with a disability  
13 or a suspected disability that impacts their ability to read.

14 **APPEALS**<sup>7,11</sup>

*Sample from model policy*

15 When a student is identified for retention, the parent(s)/guardian(s) shall be notified about the decision  
16 to retain the student and provided with information on the right to appeal the decision. Appeals shall be  
17 made to a committee appointed by the principal within **[insert number of days]**. The student and  
18 his/her parent(s)/guardian(s) shall be provided written or actual notice of the appeal hearing and shall  
19 be given the opportunity to address the committee. The committee shall conduct a hearing within  
20 **[insert number of days]** to determine if the student will be promoted and issue such decision within  
21 **[insert number of days]**. Upon notification of the committee decision, the principal shall send written  
22 notification to the Director of Schools/designee and the parent(s)/guardian(s). The notification shall  
23 advise parent(s)/guardian(s) of their right to appeal such action within **[insert number of days]** to the  
24 Director of Schools/designee.

25 The appeal shall be heard no later than ten (10) business days after the request for appeal is received. A  
26 decision shall be issued within **[insert number of days]**.

27 Within five (5) business days of the Director of Schools/designee rendering a decision, the student's  
28 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.  
29 Following the review, the Board may affirm or overturn the decision of the Director of  
30 Schools/designee. The action of the Board shall be final.

31 For students where retention is required per the additional requirements for students in third and fourth  
32 grade, parent(s)/guardian(s) may appeal this decision directly to the Department of Education in  
33 accordance with state law.<sup>12</sup>

# Hickman County Board of Education

Descriptor Term: <b>Graduation Requirements</b>	Descriptor Code: <b>4.605</b>	Issued Date: <b>07/11/22</b>
	Rescinds: <b>4.605</b>	Issued: <b>08/02/21</b>

## 1 *General*

2 The program of studies shall include areas required by the State Board of Education.

3 Before high school graduation, every student shall:<sup>1</sup>

- 4 1. Achieve the specified units of credit;
- 5 2. Have satisfactory records of attendance and conduct;
- 6 3. Take the ACT or SAT prior to graduation;<sup>2</sup> and
- 7 4. Pass a United States civics test.<sup>3</sup>

8 Students achieving the minimum twenty-two credits will be awarded a state diploma. In order to  
9 receive a Hickman County diploma, students shall obtain twenty-four credits.

## 10 **SPECIAL EDUCATION STUDENTS<sup>4</sup>**

11 Special education students who earn the prescribed twenty-four (22) credit minimum shall be awarded  
12 a regular high school diploma.

### 13 *Special Education Diploma*

14 A special education diploma shall be awarded to students who have not met the requirements for a  
15 regular high school diploma but have:<sup>5</sup>

- 16 1. Completed four (4) years of high school;
- 17 2. Made satisfactory progress on their IEP; and
- 18 3. Maintained satisfactory records of attendance and conduct.

### 19 *Occupational Diploma*

20 Special education students who do not meet the requirements for a regular high school diploma may be  
21 awarded an occupational diploma if the student has:<sup>1,4</sup>

- 22 1. Completed at least four (4) years of high school;
- 23 2. Made satisfactory progress on their IEP;
- 24 3. Maintained satisfactory records of attendance and conduct;
- 25 4. Completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment  
26 (SKEMA); and
- 27 5. Has two (2) years of paid or non-paid work experience.

1 The decision to attain an occupational diploma shall be made at the conclusion of the student's 10<sup>th</sup>  
2 grade year or two (2) academic years prior to the expected graduation date.

3 Students who have received a special education diploma or an occupational diploma shall continue to  
4 make progress towards a regular high school diploma until the end of the school year in which they  
5 turn twenty-two (22) years old.

#### 6 *Alternate Academic Diploma*

7 Special education students who do not meet the requirements for a regular high school diploma may be  
8 awarded an alternate academic diploma if the student has:<sup>4</sup>

- 9 1. Completed at least four (4) years of high school;
- 10 2. Participated in the high school alternate assessments;
- 11 3. Earned the prescribed twenty-two (22) credit minimum;
- 12 4. Made satisfactory progress on their IEP;
- 13 5. Maintained satisfactory records of attendance and conduct; and
- 14 6. Completed a transition assessment that measures postsecondary education and training,  
15 employment, independent living, and community involvement.

#### 16 **STUDENT LOAD**

17 All full time students in grades 9-12 shall be enrolled each semester in subjects that produce a  
18 minimum of five (5) units of credit for graduation per year. Students with hardships and gifted students  
19 may appeal this requirement to the director of schools and then to the board.<sup>6</sup>

#### 20 **EARLY GRADUATION<sup>7</sup>**

21 High school students shall be permitted to complete an early graduation program. Students intending to  
22 graduate early shall inform the school principal of this intent prior to the beginning of 9<sup>th</sup> grade or as  
23 soon thereafter as the intent is known.

24 In order to graduate early, students must meet the following requirements:

- 25 1. Earn the required seventeen (17) credits;
- 26 2. Achieve a benchmark score for each required end-of-course exam;
- 27 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 28 4. Meet the minimum ACT or SAT benchmark score;
- 29 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 30 6. Complete at least two (2) types of the following courses:
  - 31 a. AP;
  - 32 b. IB;
  - 33 c. Dual enrollment; or
  - 34 d. Dual credit.

35 The director of schools shall develop administrative procedures to ensure that the early graduation  
36 program is conducted in accordance with state law.

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**Legal References**

1. TCA 49-6-6001; State Board of Education Policy 2.103;  
TRR/MS 0520-01-03-.06
2. TCA 49-6-6001(b); State Board of Education Policy 2.103
3. TCA 49-6-408; State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06; State Board of Education Policy  
2.103
5. TCA 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.06
7. TCA 49-6-8103; State Board of Education Policy 2.103

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**Cross References**

Class Size Ratios 4.201  
Alternative Credit Options 4.209  
Honor Roll, Awards, & Class Ranking 4.602

# Hickman County Board of Education

	Descriptor Term:  <b>Attendance</b>	Descriptor Code: <b>6.200</b>	Issued Date: <b>08/01/22</b>
		Rescinds: <b>6.200</b>	Issued: <b>08/02/21</b>

1 Attendance is a key factor in student achievement and therefore, students are expected to be present  
2 each day school is in session. The official school day for students begins at 8:00 a.m. and concludes at  
3 3:00 p.m. unless so noted on the Board approved calendar.

4 The attendance supervisor shall oversee the entire attendance program which shall include: <sup>1</sup>

- 5 1. All accounting and reporting procedures and their dissemination;  
6
- 7 2. Alternative program options for students who severely fail to meet minimum attendance  
8 requirements;  
9
- 10 3. Ensuring that all school age children attend school;  
11
- 12 4. Providing documentation of enrollment status upon request for students applying for new or  
reinstatement of driver's permit or license; and
- 14 5. Notifying the Department of Safety whenever a student with a driver's permit or license  
15 withdraws from school.<sup>2</sup>  
16

17 Student attendance records shall be given the same level of confidentiality as other student records.  
18 Only authorized school officials with legitimate educational purposes may have access to student  
19 information without the consent of the student or parent/guardian.<sup>3</sup>

20 Absences shall be classified as either excused or unexcused as determined by the principal/designee.  
21 Excused absences shall include:<sup>4</sup>

- 22 1. Personal illness;  
23
- 24 2. Illness of immediate family member;  
25
- 26 3. Death in the family;  
27
- 28 4. Extreme weather conditions;  
29
- 30 5. Religious observances;<sup>5</sup>  
31
- 32 6. Pregnancy;

1 Students with three (3) unexcused absences shall be subject to the progressive truancy intervention  
2 framework outlined below.

### 3 **Tier I**

4 Tier I of the progressive truancy plan shall apply to all students within the district and include  
5 schoolwide prevention-oriented supports to assist with satisfactory attendance. These supports shall  
6 include, but are not limited to,

7 1. A conference with the student and the student's parent/guardian;  
8

9 2. An attendance contract, based on the conference, signed by the student, the parent/guardian,  
10 and an attendance officer. The contract shall include:

11

12 a. A specific description of the school's attendance expectations for the student;

13 b. The period for which the contract is effective. The term of the contract must not exceed  
14 ninety (90) school days or continue beyond the last day of the semester, whichever  
15 comes first; and

16 c. Penalties for additional absences and alleged school offenses, including additional  
17 disciplinary action and potential referral to juvenile court; and  
18

19

3. Regularly scheduled follow-up meetings to discuss the student's progress.

20 If the student accumulates additional unexcused absences in violation of the attendance contract, in  
21 Tier I, he/she shall be subject to Tier II.

### 22 **Tier II**

23 An individualized assessment by a school employee of the reasons a student has been absent from  
24 school. This may result in referral to counseling, community-based services, or other services to  
25 address the student's attendance problems.

### 26 **Tier III**

27 This tier shall be implemented if the truancy interventions under Tier II are unsuccessful.

28 Tier III interventions must include a review of the previous individualized assessment and an amended  
29 attendance contract but may also result in further action including but not limited to a review of grades  
30 and the discipline record, a referral to restorative justice programs, a referral to community-based  
31 services, or a referral to the Department of Children's Services.

32 These interventions shall be determined by a team formed at each school. The interventions shall  
33 address student needs in an age-appropriate manner. Finalized plans shall be approved by the Director  
34 of Schools/designee.

**1 MAKE-UP WORK**

2 All missed class work or tests (whether from excused or unexcused absence) may be made up provided  
3 the student makes the request immediately upon returning to school and provided instruction time is  
4 not taken from other students.

5 A grade of incomplete will be received for any work missed until the work is completed. A student  
6 may have up to three (3) days to make up work from a single absence and up to five (5) days to make  
7 up work from an absence longer than a single day. It is the student's responsibility to make  
8 arrangements for make-up work, and if not completed in the allotted time, a grade of zero (0) will be  
9 recorded for the assignments.

10 For school-sponsored activities, the student will be required to make up all work missed and will  
11 receive full credit for the assignment or upon completion of a test. The student will not be counted  
12 absent for a school sponsored event (school planned, school-directed, and teacher supervised).

**13 STATE-MANDATED TESTS/END OF COURSE EXAMS**

14 Students who are absent the day of the scheduled End of Course Exams must present a signed doctor's  
15 excuse or must have been given an excused release by the principal prior to testing to receive an  
16 excused absence. Students who have excused absences will be allowed to take a make-up exam that  
17 will count as 15% of their grade. Excused students will receive an incomplete in the course until they  
18 have taken the End of Course Exam.

Students who have an unexcused absence shall receive a failing grade on the course exam which shall  
20 be averaged into their final grade at 15%.

**21 CREDIT/PROMOTION DENIAL**

22 Credit/promotion denial determinations may include student attendance, however, student attendance  
23 may not be the sole criterion.<sup>12</sup> However, if attendance is a factor, prior to credit/promotion denial, the  
24 following shall occur:

- 25
- 26 1. Parents and students shall be advised if a student is in danger of credit/promotion denial due  
27 to excessive absenteeism.
  - 28 2. Procedures in due process are available to the student when credit or promotion is denied.

**29 DRIVER'S LICENSE REVOCATION<sup>2</sup>**

30 More than ten (10) consecutive or fifteen (15) reported unexcused absences by a student during any  
31 semester renders a student ineligible to retain a driver's permit or license, or to obtain such if of age.

**32 ATTENDANCE HEARING<sup>13</sup>**

33 Students with excessive (more than 5) unexcused absences or those in danger of credit/promotion  
34 denial shall have the opportunity to appeal to an attendance hearing committee appointed by the  
principal. If the student chooses to appeal, the student or their parent/guardian shall be provided

# Hickman County Board of Education

	Descriptor Term:  <b>Differentiated Pay Plan</b>	Descriptor Code: <b>5.1101</b>	Issued Date: <b>08/03/20</b>
		Rescinds: <b>5.1101</b>	Issued: <b>05/07/18</b>

1 Annually, the director of schools shall recommend a differentiated pay plan to the board for approval.<sup>1</sup>  
2 The plan shall follow the guidelines established by the State Board of Education and will reflect the  
3 needs of the district.

4 Whenever possible, the differentiated pay plan shall include an annual monetary bonus for high  
5 performing teachers, based on performance metrics, such as evaluation scale level. This bonus plan  
6 shall be effectively communicated to teachers immediately after the differentiated pay plan is  
7 approved. This communication will include:

- 8 1. The formula used to determine the amount of the bonus.
- 9
- 10 2. What goals the teachers need to meet to achieve different levels of bonus, and what actions  
11 they can take on their part to meet their goals.
- 12
- 13 3. The date the bonus will be paid to the teachers.

14 Once approved by the board, the differentiated pay plan shall be submitted to the Tennessee  
15 Department of Education for review and approval.

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#### Legal References

1. TCA 49-3-306(h)

# Hickman County Board of Education

	Descriptor Term:	Descriptor Code:	Issued Date:
	<b>Utilization of Career Level Educators</b>	<b>5.111</b>	<b>08/03/20</b>
		Rescinds:	Issued:
		<b>5.111</b>	<b>05/07/18</b>

1 The director of schools shall be responsible for developing a plan for utilizing Career Level educators  
2 beyond their regular responsibilities, and to ensure that local responsibilities are exercised.<sup>1</sup>

3 All Career Level employees shall perform the duties approved by the Board and consistent with state  
4 law and state policy. Responsibilities of Career Level educators who are working additional months  
5 shall be over and above the responsibilities which they ordinarily have under a ten (10) month contract.

6 Each employee assigned additional work under the Career Ladder program will work under the  
7 supervision of a person designated by the Board. If more than one employee is working on the project,  
8 one may be designated by the Board as project director responsible for supervising the other  
9 employees in the program.

10 Current 11- or 12-month teachers who become Level II or III educators or administrators and  
11 supervisors who become Level II or III educators shall be eligible for the meritorious portion of the  
12 supplement provided through the Comprehensive Education Reform Act.

13 The Board considers ten (10) days away from regular duties for evaluative purposes to be a maximum  
14 for Career Level III personnel. However, the Board will cooperate with the state and will consider  
15 requests for use of Career Level III personnel for more than ten (10) days a year on a case-to-case  
16 basis. Such requests will be approved by the Board upon recommendation of the director of schools.  
17 The director of schools is empowered to grant such permission if time does not permit Board  
18 consideration. However, the director of schools will report each request for use of a Career Level III  
19 employee for more than ten (10) days to the Board at its next regular meeting.

20 Career Level II administrators and supervisors may be used by the state for more than ten (10) days if  
21 approved by the Board. Requests for use of Career Level II administrators and supervisors shall be  
22 made to the director of schools who shall make a recommendation to the Board at its next regular  
23 meeting.

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## Legal References

1. TRR/MS 0520-02-02

# Hickman County Board of Education

	Descriptor Term: <b>Extended Contracts</b>	Descriptor Code: <b>5.112</b>	Issued Date: <b>08/03/20</b>
		Rescinds: <b>5.112</b>	Issued: <b>05/07/18</b>

1 Annually, the director of schools shall be responsible for conducting a needs assessment to determine  
2 the focus of extended contract activities. The assessment shall be conducted by an extended contract  
3 committee, which shall advise on or certify to the need for specific programs served through extended  
4 contracts. The committee shall consist of teachers and administrators.

5 Extended contract opportunities shall be available to all educators.

6 The director of schools shall be responsible for devising a plan for Board approval consistent with the  
7 needs assessment. The plan shall include as a minimum:

- 8 1. A description of each program and a discussion of the benefits of the program as required by  
9 state law;
- 10 2. Time frames within which the program(s) shall be operated;
- 11 3. The number of students who will benefit from the program;
- 12 4. A list of additional duties which may be assigned to educators;
- 13 5. The number and special qualifications of employees desired for each program; and
- 14 6. Local costs to be involved in the program.

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#### Cross References

Extended School Day/Year Programs 1.8012  
Summer School 4.204

# Hickman County Board of Education

Descriptor Term: <b>In-Service and Professional Learning Opportunities</b>	Descriptor Code: <b>5.113</b>	Issued Date: <b>08/03/20</b>
	Rescinds: <b>5.113</b>	Issued: <b>05/07/18</b>

## 1 IN-SERVICE EDUCATION

2 In-service education<sup>1</sup> is a program of planned activities designed to increase the competencies needed  
3 by all personnel in the performance of their responsibilities. Competencies are defined as the knowledge,  
4 skills, and attitudes which enable personnel to perform their tasks with maximum effectiveness to  
5 increase student achievement.

### 6 *Administrative and Supervisory Employees*

7 Administrative and supervisory employees shall show evidence of continual professional growth by  
8 attendance at in-service programs and institutes, studying professional literature, meeting with other  
9 professionals for discussion, and otherwise keeping abreast of research in methodology, curriculum, and  
10 student growth and development.

11 Each principal and administrator shall be required to attend the principal-administrator academy for  
12 instruction at least once every five (5) years.<sup>2</sup>

### 13 *Professional Employees*

14 A system-wide in-service committee, composed of membership from a cross-section of other personnel,  
15 shall assess system-wide needs, establish priorities, develop objectives, design activities, and evaluate  
16 the in-service program.<sup>1</sup>

17 In-service credit shall not be given while performing duties which are required as part of regular teaching  
18 assignments.

### 19 *Support Personnel*

20 The immediate supervisors of support personnel shall be responsible for providing in-service trainings.  
21 Absences to attend meetings relating to the employee's job description may be granted by the director of  
22 schools without loss of pay to the employee.

## 23 PROFESSIONAL LEARNING PROGRAM

24 Professional learning programs and activities shall reflect the Standards for Professional Learning<sup>3</sup>  
25 (Learning Forward, 2011) as listed below and shall reflect the needs identified in school improvement  
26 plans.

27 The Board may pay expenses of selected personnel who participate in the training sessions conducted  
28 by the State Department of Education.

1 The director of schools shall involve central office personnel and other employees as needed in  
2 developing the system-wide professional learning program and shall recommend it to the Board for  
3 approval.

#### 4 **Standards for Professional Learning**

5 **LEARNING COMMUNITIES:** Professional learning that increases educator effectiveness and results  
6 for all students occurs within learning communities committed to continuous improvement, collective  
7 responsibility, and goal alignment.

8 **LEADERSHIP:** Professional learning that increases educator effectiveness and results for all students  
9 requires skillful leaders who develop capacity, advocate, and create support systems for professional  
10 learning.

11 **RESOURCES:** Professional learning that increases educator effectiveness and results for all students  
12 requires prioritizing, monitoring, and coordinating resources for educator learning.

13 **DATA:** Professional learning that increases educator effectiveness and results for all students uses a  
14 variety of sources and types of student, educator, and system data to plan, assess, and evaluate  
15 professional learning.

16 **LEARNING DESIGNS:** Professional learning that increases educator effectiveness and results for all  
17 students integrates theories, research, and models of human learning to achieve its intended outcomes.

18 **IMPLEMENTATION:** Professional learning that increases educator effectiveness and results for all  
19 students applies research on change and sustains support for implementation of professional learning for  
20 long term change.

21 **OUTCOMES:** Professional learning that increases educator effectiveness and results for all students  
22 aligns its outcomes with educator performance and student curriculum standards.

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#### Legal References

1. State Board of Education Policy 5.200; TCA 49-1-214(b); TCA 49-6-3004(c)(1); TCA 49-5-1007
2. TCA 49-5-5703(a)
3. State Board of Education Policy 5.200

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#### Cross References

School District Planning 1.701  
School Calendar 1.800  
Curriculum Development 4.200  
Reporting Student Progress 4.601  
Staff Time Schedules 5.602  
Staff Meetings 5.603

# Hickman County Board of Education

Descriptor Term: <b>Personnel Records</b>	Descriptor Code: <b>5.114</b>	Issued Date: <b>08/03/20</b>
	Rescinds: <b>5.114</b>	Issued: <b>05/07/18</b>

1 The director of schools or his designee(s) shall be authorized to maintain personnel records and to permit  
2 inspection of the same. The following personnel records shall be maintained for all employees as  
3 appropriate:

- 4 1. Employee applications and contracts;
- 5 2. Professional certificates and other documents required by state and federal laws and regulations;<sup>1</sup>
- 6 3. Evaluations;
- 7 4. Cumulative information files:
  - 8 a. Age
  - 9 b. Experience
  - 10 c. Qualifications
  - 11 d. Salary
  - 12 e. Physical exams
  - 13 f. Sex
  - 14 g. Race
  - 15 h. Names of schools and grades taught
- 16 5. INS Form I-9.<sup>2</sup>

17 The following guidelines shall be followed:

- 18 1. Information contained in personnel records shall be limited to job-related matters;
- 19
- 20 2. The director of schools shall be responsible for notifying all employees of the types of records  
21 kept and uses made of such records;
- 22
- 23 3. Employees shall be granted an opportunity to respond in writing to material placed in records;
- 24
- 25 4. Employee records are public records, except medical records, and shall be open for inspection  
26 during regular business hours;<sup>3</sup>
- 27
- 28 5. In accordance with federal law, the district shall release information regarding the professional  
29 qualifications and degrees of teachers and the qualifications of paraprofessionals to parents  
30 upon request for any teacher or paraprofessional who is employed by a school receiving Title I  
31 funds and who provides instruction to their child at that school.<sup>4</sup>
- 32
- 33 6. Members of the public may not obtain the home telephone number, personal cell phone  
34 number, bank account information, social security number, residential street address, or driver  
35 license information (except where driving or operating a vehicle is considered to be a part of  
36 the employee's duties), of an employee or of the immediate family members or household  
37 members of an employee, unless release of this information is expressly authorized by the

- 1           employee.<sup>5</sup>
- 2
- 3           7. A record of the person inspecting and the date of inspection shall be recorded; and
- 4
- 5           8. Copies of records may be made under rules determined by the director of schools.<sup>6</sup>

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Legal References

1. TCA 49-2-301(b)(1)(M)
2. Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359
3. TCA 10-7-503, 504
4. 20 USCA § 6311(g)(2)
5. TCA 10-7-504(f)(1)
6. TCA 10-7-506; TCA 49-2-301(b)(1)(CC)

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Cross References

School District Records 1.407

# Hickman County Board of Education

	Descriptor Term: <b>Teacher Effect Data</b>	Descriptor Code: <b>5.1141</b>	Issued Date: <b>08/03/20</b>
		Rescinds: <b>5.1141</b>	Issued: <b>05/07/18</b>

- 1 The estimates of specific teacher effects on the educational progress of students will not be a public  
2 record and will be made available only to the specific teacher, the teacher's appropriate administrators  
3 as designated by the Board and school board members.<sup>1</sup> Designated appropriate administrators will be  
4 the principal and/ or full time assistant principal in a direct supervisory role over the individual teacher,  
5 the system-wide curriculum director and the director of schools. A list of designated administrators  
6 will be sent to the Executive Director, Office of Accountability before October 1 each year.
- 7 The guidelines for distribution, security and application of the teacher effect data will kept on file in  
8 the central office and will be given to the teacher, the assigned administrator and all school board  
9 members and shall become an administrative procedure to be up-dated as needed by the director of  
10 schools.

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## Legal References

1. TCA 49-1-606(b); TCA 10-7-504(a)(23)

# Hickman County Board of Education

	Descriptor Term: <b>Telework During Emergencies</b>	Descriptor Code: <b>5.1151</b>	Issued Date: <b>08/03/20</b>
		Rescinds: <b>5.1151</b>	Issued: <b>05/04/20</b>

1 *General*

2 Teleworking is a work arrangement where designated employees are allowed to perform their normal  
3 duties and responsibilities through the use of hardware and software at an alternate location from their  
4 normal work site.

5 The Director of Schools may require an employee to telework if the duties and responsibilities of the  
6 position are required during times of emergency. An employee's participation in the program will be  
7 determined by the length and duration of the emergency and will be both initiated and ended at the  
8 discretion of the supervisor and/or the Director of Schools.

9 **WORK ENVIRONMENT**

10 Employees approved for telework shall maintain a dedicated and safe work environment.

11 An employee who teleworks shall not allow anyone other than district employees to utilize district  
12 provided services or equipment. Employees shall keep remote work and information confidential, in  
13 accordance with district policies, procedures, and applicable privacy laws.

14

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Cross References

Emergency Closings 1.8011

# Hickman County Board of Education

	Descriptor Term: <b>Assignment / Transfer</b>	Descriptor Code: <b>5.115</b>	Issued Date: <b>08/03/20</b>
		Rescinds: <b>5.115</b>	Issued: <b>05/07/18</b>

## 1 ASSIGNMENT

2 The director of schools shall assign personnel to the various schools by June 15 preceding the school  
3 year for which such persons are employed while allowing each principal or immediate supervisor to  
4 assign more specific responsibilities within each school.<sup>1</sup>

## 5 Licensed Personnel

6 When personnel certification and qualification are equal, seniority within the system shall be considered  
7 in assignment. Extra assignments for which supplements are provided may not be relinquished in part  
8 by the employee without the approval of the person making the assignment.

## 9 REASSIGNMENT / TRANSFER

10 The director of schools shall transfer and/or reassign employees as he/she deems necessary.<sup>2</sup> The director  
11 of schools is responsible for developing and disseminating procedures for transfer. All employees  
12 transferred shall receive written notification of the transfer with reasons prior to the transfer.

13

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### Legal References

1. TCA 49-2-301(b)(1)(L); TCA 49-5-401
2. TCA 49-2-301(b)(1)(EE); TCA 49-5-510; TCA 49-2-303(b)(3)

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### Cross References

Nepotism 1.108  
Line and Staff Relations 5.101  
Job Descriptions 5.103  
Recruitment 5.105

# Hickman County Board of Education

Descriptor Term: <b>Staff Positions</b>	Descriptor Code: <b>5.116</b>	Issued Date: <b>08/03/20</b>
	Rescinds: <b>5.116</b>	Issued: <b>08/06/18</b>

## 1 CREATION OF POSITION

2 All staff positions shall be approved through the budget process in accordance with an organizational  
3 plan submitted by the director of schools.<sup>1</sup> Before an additional position is established, the director of  
4 schools will present to the Board a job description, job title, qualifications, performance responsibilities  
5 and the method by which the performance of these responsibilities will be evaluated. This information  
6 will be provided to the board in writing before being placed in budget for approval.

7 The director of schools may revise the organizational plan as long as budgetary amounts are not  
8 exceeded, and board policy is not violated. In the event of reorganization, the director of schools will  
9 adhere to all applicable reduction in force guidelines and will inform, in a timely manner, each member  
10 of the board of the change and include the change in the director's report at the next board meeting. If  
11 change in personnel creates additional encumbrance on a future budget, prior approval of the Board is  
12 required.

## 13 REDUCTION IN FORCE

14 When it becomes necessary to reduce the number of positions in the system because of a decrease in  
15 enrollment or for other good reasons, the Board shall abolish the positions. The board or the director of  
16 schools, as appropriate, shall dismiss such employees as may be necessary.<sup>2</sup>

## 17 Licensed Personnel

18 Reductions in staff will be made according to which have the least detrimental effect on children. In  
19 general, this objective dictates a staff reduction policy which:

- 20 1. Retains the most effective teachers;
- 21 2. Avoids undue increases in class size; and
- 22 3. Provides consideration for the exceptional teacher without exclusive emphasis on seniority.

23 The elimination of a position does not necessarily mean the person occupying the position will be  
24 dismissed. When an employee is released, the director of schools shall make the decision about which  
25 employee shall be released and to justify the recommendation based upon a composite of the following  
26 criteria:

- 27 1. Effectiveness in teaching and in related professional responsibilities evidenced by teacher  
28 evaluation;
- 29 2. Adaptability to other assignments (academic and extracurricular);
- 30 3. Evidence of professional growth as well as specialized or advanced training;
- 31 4. Previous history of grade levels and subject areas taught; and

1           5. Type, length and quality of service made to the teaching profession and the school system.

2           When a teacher is released because of reduction in staff, the teacher shall be given written notice of  
3           release explaining the circumstances or conditions making dismissal necessary.

#### 4           **Non-Licensed Personnel**

5           When a non-licensed employee is released because of a reduction in the number of support positions,  
6           the director of schools shall give the employee written notice of dismissal explaining the circumstances  
7           or conditions making termination of employment necessary.<sup>3</sup>

#### 8           **RECALL**

9           The director of schools shall maintain a preferred re-employment list for tenured teachers whose position  
10          is abolished.<sup>3</sup> The fitness of any teacher for re-employment shall be determined on the basis of the  
11          teacher's competence, compatibility and suitability to properly discharge the duties required by the  
12          position with consideration for the best interests of the students in the school where the vacancy exists.

13          It shall be the responsibility of the separated teacher to notify the director of schools in writing of his/  
14          her availability and current address. A professional employee who is placed on the preferred re-  
15          employment list and subsequently refuses the offer of a comparable position will be removed from the  
16          preferred list.<sup>4</sup>

17          Any teacher who has been on the preferred list for re-employment for two (2) consecutive years shall,  
18          by April 1 of the second consecutive year, receive notice that the teacher's name shall be removed from  
19          the list. The director shall send the notice to the last known address of the teacher. A teacher who wishes  
20          to remain on the preferred list for re-employment after the second year shall notify the director of schools  
21          in writing by April 15 of the second year and each subsequent year of his or her desire to remain on the  
22          preferred list for re-employment.

23          Employees returning from lay-off shall have all previously accrued sick leave and seniority reinstated  
24          but shall not receive benefits for the period of the layoff.

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#### Legal References

1. OP Tenn. Atty. Gen. 93-66 (November 29, 1993)
2. TCA 49-5-409(c); TCA 49-2-301(b)(1)(EE); TCA 49-5-511(b)(1).
3. TCA 49-5-511(b)(1)—(4)
4. TCA 49-5-511(b)(4)

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#### Cross References

Recruitment of Employees 5.105  
Supervision 5.108



# Hickman County Board of Education

Descriptor Term: <b>Teacher Tenure</b>	Descriptor Code: <b>5.117</b>	Issued Date: <b>08/02/21</b>
	Rescinds: <b>5.117</b>	Issued: <b>08/03/20</b>

## 1 *General*

2 To attain tenure status,<sup>1</sup> a teacher must: (1) meet tenure eligibility requirements; (2) be renewed and  
3 recommended by the director of schools; and (3) receive a majority vote of the board.

## 4 **TENURE ELIGIBILITY<sup>2</sup>**

5 Teachers that meet the following requirements are eligible for tenure:

- 6 1. Has a degree from an approved four-year college or any career and technical teacher who has  
7 the equivalent amount of training established and is licensed by the state board of education;  
8
- 9 2. Holds a valid teacher license issued by the state board of education, based on training covering  
10 the subjects or grades taught;  
11
- 12 3. Has completed a probationary period of five (5) school years or not less than forty-five (45)  
13 months within the last seven-year period, the last two (2) years being employed in a regular  
14 teaching position rather than an interim teaching position; and  
15
- 16 4. Has received evaluations demonstrating an overall performance effectiveness level of “above  
17 expectations” or “significantly above expectations” as provided in the evaluation guidelines  
18 adopted by the state board of education, during the last two (2) years of the probationary  
19 period.

20 If a teacher has met all other requirements for tenure eligibility but has not acquired an official  
21 evaluation score during the last one (1) or two (2) years of the probationary period due to allowable  
22 circumstances outlined in state law, he/she may utilize the most recent two (2) years of available  
23 evaluation scores achieved during the probationary period to become eligible for tenure.<sup>3</sup>

## 24 **ACQUISITION OF TENURE STATUS**

25 Once a teacher is eligible for tenure, he/she shall be either recommended by the director of schools for  
26 tenure or nonrenewed. If tenure is denied by the board, the teacher shall be dismissed.<sup>4</sup>

27 The following additional guidelines shall apply:

- 28 1. The director of schools will recommend persons eligible for tenure at a board meeting in ample  
29 time to send notice of non-renewal to each teacher not recommended for tenure within five (5)  
30 business days following the last instructional day for the school year.<sup>5</sup>  
31

- 1 2. The decision to grant tenure is solely within the discretion of the board.<sup>6</sup> Only those teachers who  
2 receive a majority vote of the membership of the board will be granted tenure.<sup>7</sup>  
3  
4 3. A teacher who is eligible for tenure, but tenure is denied by the board, shall not be rehired beyond  
5 the current contract year.<sup>4</sup>

#### 6 **TEACHER RETURNING TO EMPLOYMENT**

7 A teacher who has acquired tenure status in the school system and later resigns shall serve a two-year  
8 probationary period upon reemployment, unless the probationary period is waived by the board upon  
9 request of the director of schools. Upon completion of the two-year period, the teacher shall either be  
10 recommended by the director of schools for tenure or non-renewed. If tenure is denied by the board, the  
11 teacher shall be dismissed.<sup>8</sup>

#### 12 **TEACHER TRANSFERRING FROM ANOTHER SCHOOL SYSTEM<sup>9</sup>**

13 A tenured or nontenured teacher with five (5) or more years of prior service that transfers from another  
14 school system to begin employment in the Hickman County School System shall serve the regular  
15 probationary period. The board, upon the recommendation of the director of schools, may waive the  
16 probationary period and grant tenure status or shorten the probationary period.

17 If a nontenured teacher with fewer than five (5) years of service transfers from another school system,  
18 such teacher shall not be eligible for tenure status until the teacher has served at least five (5) years when  
19 service in both school systems is counted.

20 All tenure decisions made under this section are subject to the requirements concerning overall teacher  
21 performance effectiveness levels.

#### 22 **TEACHER RETURNING TO PROBATIONARY STATUS<sup>10</sup>**

23 Any tenured teacher who receives two (2) consecutive years of evaluations demonstrating an overall  
24 performance effectiveness level of “below expectations” or “significantly below expectations” shall be  
25 returned to probationary status by the director of schools until the teacher has received two (2)  
26 consecutive years of evaluations demonstrating an overall performance effectiveness level of “above  
27 expectations” or “significantly above expectations.”

28 When a teacher who has returned to probationary status has received two (2) consecutive years of  
29 evaluations demonstrating an overall performance effectiveness level of “above expectations” or  
30 “significantly above expectations,” the teacher is again eligible for tenure and shall be either  
31 recommended by the director of schools for tenure or nonrenewed; provided, however, that the teacher  
32 shall be dismissed if tenure is denied by the board.<sup>4</sup>

33 This section does not apply to teachers who acquired tenure prior to July 1, 2011.

---

**Legal References**

1. TCA 49-5-501(11)(A)
2. TCA 49-5-503
3. Public Acts of 2021, Special Legislative Session  
Chapter No. 2
4. TCA 49-5-504(b)
5. TCA 49-5-409(b); Public Acts of 2021, Chapter No.  
378
6. TCA 49-2-203(a)(1)
7. TCA 49-2-202(g)
8. TCA 49-5-504(d)
9. TCA 49-5-509
10. TCA 49-5-504(e), (f)

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**Cross References**

- Separation Practices for Tenured Teachers 5.200  
Separation Practices for Non-Tenured Teachers 5.201

# Hickman County Board of Education

	Descriptor Term:	Descriptor Code:	Issued Date:
	<b>Background Investigations</b>	<b>5.118</b>	<b>08/03/20</b>
		Rescinds:	Issued:
		<b>5.118</b>	<b>08/06/18</b>

## 1 *General*

2 Background checks shall be required for applicants, employees, contract workers, and volunteers.<sup>1</sup>

3 The Director of Schools/designee shall develop any necessary corresponding procedures.

## 4 **APPLICANTS AND EMPLOYEES**

5 To ensure the safety and welfare of students and staff, the district shall require criminal history  
6 background checks and fingerprinting of applicants for teaching positions and any other positions that  
7 require proximity to children. Further, applicants who (1) have been identified by the Department of  
8 Children's Services as perpetrators of child abuse, severe child abuse, child sexual abuse, or child  
9 neglect, or who pose an immediate threat to the health, safety, or welfare of children; or (2) who are  
10 listed on the state's abuse of vulnerable persons registry maintained by the Department of Health shall  
11 not be employed.<sup>2</sup> Any costs incurred to perform these background checks and fingerprinting shall be  
12 paid by the applicant. The Board shall reimburse the applicant if the position is offered and accepted.<sup>3</sup>

13 Background checks shall be required of these employees at least once every five (5) years after the date  
14 of hire.<sup>1</sup>

## 15 **USE AND DISSEMINATION**

16 Fingerprints or other approved forms of positive identification shall be submitted with all requests for  
17 criminal history record checks for non-criminal justice purposes.<sup>4</sup> The director of schools shall ensure  
18 the Originating Agency Identifier number is on file at all times.

19 Tennessee and FBI Criminal History Record Information (CHRI) obtained by the district shall be  
20 solely used to verify criminal violation(s) and shall not be disseminated. Results shall be considered  
21 confidential and only accessible to district personnel identified by the director of schools. CHRI shall  
22 only be accessed by authorized personnel in the performance of their duties and shall never be released  
23 to the public.

24 All persons directly associated with the accessing, maintaining, processing, dissemination or  
25 destruction of CHRI must sign an awareness statement and shall indicate that they have been specially  
26 trained on the subject. The training shall provide those with access to criminal history record  
27 information with a working knowledge of federal and state regulations and laws governing the security  
28 and processing of criminal history information. The director of schools is responsible for ensuring that  
29 authorized personnel receive such training within 60 days of employment or job assignment and every  
30 three years.

---

1    **RETENTION AND SECURITY**

2    The Director of Schools shall develop procedures to ensure CHRI is stored in a secure location. Areas  
3    in which CHRI is processed and handled shall be restricted to authorized personnel identified by the  
4    Director of Schools. The area shall be out of the view of the public and unauthorized personnel. The  
5    Director of Schools shall maintain a list of all employees who have access to, can process, disseminate,  
6    and/or destroy CHRI.

7    **DISPOSAL OF CHRI**

8    When CHRI is no longer needed, it shall be destroyed by burning, shredding or other method rendering  
9    the information unreadable. Record destruction must be conducted under the supervision of the  
10   director of schools.

11   **MISUSE**

12   Employees who misuse CHRI or violate this policy shall be subject to disciplinary action up to and  
13   including termination. Any employee with knowledge of misuse shall immediately report a violation to  
14   the director of schools.

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Legal References

1. TCA 49-5-413
2. TCA 49-5-406(a)(1); TCA 49-5-403;  
TCA 49-5-413(a)(2), (e)
3. TCA 49-5-413(c)
4. 34 USCA § 40316

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Cross References

School Volunteers 4.501  
Application and Employment 5.106  
Substitute Teachers 5.701

Exhibit 1

**PROPOSED FUNDRAISING ACTIVITIES**

Fund/account name Holiday Catalog Fundraiser  
October 2022

Proposed fundraising activities:  
Catalog Sale and online

Purposed Uses of funds raised  
Instructional Supplies

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

Method by which school will receive profit  
Cash, check or online credit

Requested by Darlene Saleh bookkeeper Date 9-27-22  
Name/Title

Approved by Rayha Coble Date 9-27-22  
Principal

Approved by Michelle Livert Date 9/28/22  
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 Fundraiser

Proposed fundraising activities: Breakfast w/ Santa.

Purposed Uses of funds raised Instructional Supplies

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

Method by which school will receive profit Cash, or check  
they order their tickets for pancakes.

Requested by Darlene Saleh Bookkeeper Date 9-27-22  
Name/Title

Approved by Leigha Code Date 9-27-22  
Principal

Approved by Michelle Huent Date 9/28/22  
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 Library Fund

Proposed fundraising activities: Book Fair (Scholastic)  
Fall and Spring

Purposed Uses of funds raised Build library funds/  
update library collection

Expected student involvement (school-wide or specific school organization) \_\_\_\_\_  
EHIS Library

Method by which school will receive profit percentage of  
sales of fair

Requested by Dereck Hale/Librarian Date 9/29/2022  
Name/Title

Approved by Mary Powell Date 9-29-22  
Principal

Approved by Michelle Hunt Date 9/29/22  
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: EHMS Girls Basketball

Proposed Fundraising Activities: Selling Fanclub

Proposed Uses of Funds Raised: Meals/Fees

Expected Student Involvement (school-wide or specific school organization):  
Girls Basketball team

Method by which school will receive profit: Check

Requested by (Name/Title): Tubby Ommk / Assist Coach Date: 10/24/22

Approved by (Principal): Bryan Ogle Date: 10/24/22

Approved by (Director of Schools): Michelle Stewart Date: 10/28/22

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name HCMS Softball

Proposed fundraising activities: Music City Fundraising

Butter Braids

Purposed Uses of funds raised

Equipment, Uniforms → Black Uniforms Replacing some of the white ones.  
New Net (backstop) (Load of Drt)

Expected student involvement (school-wide or specific school organization) \_\_\_\_\_

Schoolwide

Method by which school will receive profit Currency

Requested by [Signature] Date 10/7/22  
Name/Title

Approved by [Signature] Date 10-25-22  
Principal

Approved by [Signature] Date 10/28/22  
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 Sunshine Committee  
Proposed fundraising activities: <sup>Homeroom</sup> Pumpkin Decorating Contest  
pay \$5 to wear Halloween Costume  
Purposed Uses of funds raised Monthly Sunshine Celebrations

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

Method by which school will receive profit Cash

Requested by <sup>21 215</sup> Ryan Harrison  
Beth Copley Name/Title Date 10/20/22

Approved by Jina S. Shug Date 10-20-22  
Principal

Approved by Michelle Hewitt Date 10/21/22  
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 Department

Account Number \_\_\_\_\_

Proposed fundraising activities: Seniors will ask local businesses to sponsor the play by placing a business card ad in the program and video for the senior play.

Purposed Uses of funds raised: To recoup some of the monies used for purchases for the senior play, as well as, to build a coffer for future productions

Expected Student involvement (school-wide or specific school organization): Seniors in the senior play.

Method by which school will receive profit: Through the ad placement in the program and the video.

Requested by: Ernesto Rosas/Theatre teacher  10-25-22  
Name/Title Date

Approved by: Kimberly Williams 10/25/22  
Principal Date

Approved by: Michelle Shiver 10/26/22  
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.



AMT BRYANT  
2599 S. Lick Creek Rd. Lyles TN 37098

RONALD GAMMONS  
6419 Rice Ln. Lyles TN 37098

TIM HOBBS  
3220 Old Bon Aqua Rd. Bon Aqua TN 37025

JIM HODGINS  
4776 Shodes Saw Ln. Centerville TN 37033

JANE HERRON  
1222 Hwy 100 Centerville TN 37033

STEVE GIANAKOS  
9792 Jugwood Dr. Bon Aqua TN 37025

VANCE WILLIS  
2868 Hwy 48 N. Hummel TN 37137

Michelle Gilbert  
Director of Schools  
115 MURPAKE AVENUE  
CENTERVILLE TN 37033

School Support Organization  
Request For Fundraising Activities

Organization East Hickman Band Boosters

Proposed Fundraising Activity Sucker Sale

Date(s) month of December

Location(s) East Hickman Community

Requested By [Signature] 11/18/2022  
President/Chair of Organization Date

Recommended By [Signature] 10/20/22  
Principal Date

Approved [Signature] 10/21/22  
Director of Schools or Designee Date

Not Approved \_\_\_\_\_  
Director of Schools or Designee Date

**\*\* A signed copy will be mailed to the organization and forwarded to the school\*\***

AMY BRYANT  
9589 S. Lick Creek Rd. Lyles TN 37096

RONALD GAMMONS  
6419 Rice Ln. Lyles TN 37098

TIM HOBBS  
2200 Old Bon Aqua Rd. Bon Aqua TN 37025

JIM HODGINS  
1072 E. Graders Swit II Rd. Centerville TN 37033



Michelle Gilbert  
Director of Schools  
115 MURPHREY AVENUE  
CENTERVILLE TN 37033

JANE HERRON  
1222 Hwy 100 Centerville TN 37033

STEVE GIARAKOS  
9792 Dogwood Dr. Bon Aqua TN 37025

VANCE WILLIS  
2868 Hwy 46 N. Nashville TN 37197

School Support Organization  
Request For Fundraising Activities

Organization East Hickman Band Boosters.

Proposed Fundraising Activity Candle Sale

Date(s) Month of November

Location(s) East Hickman Community

Requested By [Signature] 10/18/2022  
President/Chair of Organization Date

Recommended By [Signature] 10/20/22  
Principal Date

Approved [Signature] 10/21/22  
Director of Schools or Designee Date

Not Approved \_\_\_\_\_  
Director of Schools or Designee Date

\*\* A signed copy will be mailed to the organization and forwarded to the school\*\*

# 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 2023

Account Number 703

Proposed fundraising activities: Sell Senior Class Hoodies

Purposed Uses of funds raised: Graduation expenses

Expected Student involvement (school-wide or specific school organization): purchase  
of hoodies by senior class members

Method by which school will receive profit: sell hoodies for \$25

Cost = \$20      \$5 = profit

Requested by: Crystal Wilson Sr. Class Sponsor 10-19-22  
Name/Title Date

Approved by: Kimberly Williams 10-20-22  
Principal Date

Approved by: Michelle Herbert 10/21/22  
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



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

Fund/Account Name Class 2024

Account Number 702

Proposed fundraising activities: Butter Braid sale

Purposed Uses of funds raised: graduation fund / class supplies

Expected Student involvement (school-wide or specific school organization): Junior Class

Method by which school will receive profit: cash or check

Requested by: Sheryl Robinson Colead Sponsor Junior Class 9-28-22  
Amy Matney Colead Sponsor Junior Class Name/Title Date

Approved by: Amber Williams 9-29-22  
Principal Date

Approved by: Michelle Shivers 10/17/22  
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.



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

JACKIE DEITMEN  
1911 Deitmen Ln., Nunnally, TN 37137

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

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

JEWELL PRINCE  
2439 Skyview Dr., Centerville, TN 37033

KATHY REDDEN  
11379 Moss Branch Rd., Bon Aqua, TN 37025

MIKE THOMASSON  
105 Hickory Trace, Lyles, TN 37098

Michelle Gilbert  
SUPERINTENDENT  
115 MURPHREE AVENUE  
CENTERVILLE, TN 37033

School Support Organization  
Request For Fundraising Activities

Organization Soar and Score Booster Club

Proposed Fundraising Activity 4<sup>th</sup>-6<sup>th</sup> Grade Basketball Play Days

Date(s) Nov. 5<sup>th</sup>, Nov. 19<sup>th</sup>, Dec. 3<sup>rd</sup>, Dec. 17<sup>th</sup> +  
Girls Alumni Game  
on Nov. 19<sup>th</sup>

Location(s) EHMS + EHHS Gymnasiums

Requested By Pippa Saylor  
President/Chair of Organization

Date 8/31/2022

Recommended By Kimberly Williams Date 9/6/2022  
Principal

Approved Michelle Gilbert  
Director of Schools or Designee

Date 10/18/22

Not Approved \_\_\_\_\_  
Director of Schools or Designee

Date \_\_\_\_\_

\*\*\*A signed copy will be mailed to the organization and forwarded to the school\*\*\*

**PROPOSED FUNDRAISING ACTIVITIES**

Fund/account name FFA / Agriculture

Proposed fundraising activities: Annual Fruit Sale

Purposed Uses of funds raised

Trips Supply

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

Student

Method by which school will receive profit \_\_\_\_\_

Requested by Ron Mayberry Agriculture  
Name/Title

Date Oct 17

Approved by [Signature]  
Principal

Date 10/17/22

Approved by Michelle Hilbert  
Director of Schools\*

Date 10/25/22

\* 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 Construction

Proposed fundraising activities: Projects/food stick candy

Purposed Uses of funds raised Supplies for class

Expected student involvement (school-wide or specific school organization) Construction/Building trades

Method by which school will receive profit from sales of items

Requested by Wesley W. Widdom  
Name/Title

Date 10/20/22

Approved by R. F.  
Principal

Date 10/20/22

Approved by Michelle Stewart  
Director of Schools\*

Date 10/21/22

\* 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 Yearbook

Proposed fundraising activities: Candle Sale

Purposed Uses of funds raised

Raise money for yearbook

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

sell candles

Method by which school will receive profit

proceeds from candles

Requested by Jennifer Cooper Date 9/15/22  
Name/Title

Approved by [Signature] Date 9/15/22  
Principal

Approved by Michelle Hevert Date 9/28/22  
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.

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

RONALD GAMMONS  
8419 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



Michelle Gilbert  
Director of Schools  
115 MURPHREE AVENUE  
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

School Support Organization  
Request For Fundraising Activities

Organization Above the Fan, Inc.

Proposed Fundraising Activity Autumn BASKETBALL Game

Date(s) 10-22-22

Location(s) HCHS Gym

Requested By Joseph C. Hunt, President  
President/Chair of Organization

8-10-22  
Date

Recommended By [Signature]  
Principal

8/11/22  
Date

Approved Michelle Gilbert  
Director of Schools or Designee

10/18/22  
Date

Not Approved \_\_\_\_\_  
Director of Schools or Designee

\_\_\_\_\_  
Date

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School Support Organization  
Request For Fundraising Activities

Organization Above the Rim Club, Inc.

Proposed Fundraising Activity BANNER SALES

Date(s) 9-20-22 thru 11-15-22

Location(s) Community

Requested By Joseph Hunt 9-20-22  
President/Chair of Organization Date

Recommended By R. P. 9/20/22  
Principal Date

Approved Michelle Gilbert 10/18/22  
Director of Schools or Designee Date

Not Approved \_\_\_\_\_  
Director of Schools or Designee Date

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