

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

REGULAR BOARD MEETING
Monday, December 5, 2022 7:00 PM
Room 203 Central Office

- I. Public Comment Period
- II. Call To Order
- III. Moment of Silence
- IV. Pledge of Allegiance
- V. Approval of November 7, 2022 Regular Board Meeting Minutes
- VI. Approval of Agenda
- VII. Special Recognition
 - A. Employee of the Month
- VIII. Communications to the Board
 - A. Director's Report
 - B. Financial Report
 - C. ESSER Updates
- IX. Items Requiring Board Action
 - A. Trip Request
 - 1. EHHS Cheerleaders
 - B. Budget Amendments
 - C. Cafeteria Equipment Purchase Plan
 - D. School Social Worker Request
 - E. Batting Cage Roof at HCHS
 - F. Request for Naming of HCMS Gym
 - G. Door Access System
 - H. Family Resource Centers Mid Year Report
 - I. ESSER Grant HVAC Project Bid
 - J. Student Lab Laptops Bid
 - K. School Bus Units Bid
 - L. Achieve 3000 Subscription Approval
 - M. 2022-2023 Audit Contract
 - N. 2022-2023 Supplement Split Request
 - O. Board Policy 5.103

P. Revised Board Policy 1.404

Q. Revised Board Policies 4.403, 4.700 (1st Reading)

R. Board Policy Review 5.200--5.310

X. Announcements

XI. Adjourn

Monday, November 7, 2022
REGULAR BOARD MEETING MINUTES

The Hickman County Board of Education met in regular session on Monday, November 7, 2022, at 7:00 p.m. in Room 203 of the Central Office. School board members in attendance at the meeting were Tim Hobbs, Sherri Baker, Ron Gammons, Jim Hudgins, Doug Lane, Christy Mays, and Vance Willis.

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

Tim Hobbs led the group in the Pledge of Allegiance.

Doug Lane made a motion to approve the minutes from the board meeting held on Monday, October 3, 2022. Ron Gammons seconded the motion.

Ron Gammons made a motion to amend the minutes to reflect that the public comment period be added as the first thing on the agenda and to correct the minutes to a roll call vote instead of a voice vote. Vance Willis seconded the motion. On a voice vote the motion was approved 7-0.

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

Vance Willis made a motion to approve the minutes from the special called meeting held on Tuesday, October 4, 2022. Tim Hobbs seconded the motion. On a voice vote, the motion was approved 7-0.

Ron Gammons made a motion to approve the agenda for the meeting on November 7, 2022. Vance Willis seconded the motion.

Sherri Baker made a motion to amend the agenda to include trip discussion between item IX.A. and IX.A.1. Vance Willis seconded the motion on a voice vote 7-0.

Tim Hobbs made a motion to amend the agenda to add East Hickman Girls Basketball under trip request. Vance Willis seconded the motion. On a voice vote, the motion was approved 7-0.

Vance Willis made a motion to approve the amended agenda. Ron Gammons seconded the motion.

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. Trip Discussion--Sherri Baker
 - 2. HCHS JROTC Event Request--Sponsor and Students
 - 3. HCHS JROTC Trip Request--Sponsor and Students
 - 4. HCHS JROTC Event Request--Sponsor and Students
 - 5. HCMS Beta Club Trip Request--Sponsor and Students
 - 6. East Hickman High School Girls Basketball Trip Request--Tim Hobbs
 - 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
- The motion was approved on a voice vote 7-0.

Five members of the public requested to speak to the board during the public comment period and were recognized to speak.

Michelle Gilbert reported that the Director's Report was included in the packet and that an asterisk should have been placed beside the name of Tucker Hobbs. Vance Willis made a motion to accept the Director's Report. Ron Gammons seconded the motion.

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

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 amend the 2023-2024 recommended calendar to change the Parent-Teacher conference hours to 12:00-6:00 in October. Sherri Baker seconded the motion. On a voice vote, the motion was approved 7-0.

Vance Willis made a motion to approve the amended 2023-2024 school calendar. Christy Mays seconded the motion. On a voice vote, the motion was approved 7-0.

Vance Willis made a motion to approve the LEA compliance report. Ron Gammons seconded the motion. On a voice vote, the motion was approved 7-0.

Jim Hudgins made a motion to approve the declaration of surplus for auction. Ron Gammons seconded the motion. On a voice vote, the motion was approved 7-0.

Vance Willis made a motion to approve the ESSER Architect Contract. 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 supplement split request. Vance Willis 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 Elevate K-12 contract and the assistant position to support it. 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 accept the PRN agreement. 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 and hire Wayne Qualls for the superintendent search. 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 4-3.

Doug Lane made a motion to accept ESSER 2 and 3 revisions and budget amendments 13-14 to reflect the revisions. Tim Hobbs 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 Final Forms agreement. Jim Hudgins seconded the motion.

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

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

The board took no action on board policy 1.404.

Ron Gammons made a motion to remove lines 1-5 from board policy 4.402 to board policy 4.403. Sherry Baker seconded the motion. On a voice vote, the motion was approved 7-0.

Jim Hudgins made a motion to approve the remainder of the revised board policies on second reading. Vance Willis seconded the motion. On a voice vote, the motion was approved 7-0.

Vance Willis made a motion to approve the review and update of board policies 5.1101-5.118. Ron Gammons seconded the motion. On a voice vote, the motion was approved 7-0.

Ron Gammons requested job descriptions be placed on the next board agenda.

The meeting was adjourned at 9:11 p.m.

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

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450 Hwy. 50, Centerville, TN 37033

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 - D. School Social Worker Request--Special Programs Director
 - E. Batting Cage Roof at HCHS--Maintenance Director
 - F. Request for Naming of HCMS gym--HCMS Principal
 - G. Door Access System--Maintenance Director
 - H. Family Resource Centers Mid Year Report --Center Directors
 - I. ESSER Grant HVAC Project Bid--ESSER Grant Manager
 - J. Student Lab Laptop Bid--CTE Director
 - K. School Bus Units Bid--Transportation Director
 - L. Achieve 3000 Subscription Approval--ESSER Grant Manager
 - M. 2022-2023 Audit Contract--Director of Schools
 - N. 2022-2023 Supplement Split Request--Director of Schools
 - O. Board Policy 5.103--Director of Schools
 - P. Revised Board Policy 1.404--Director of Schools
 - Q. Revised Board Policies 4.403, 4.700 (1st Reading)--Director of Accountability
 - R. Board Policy Review 5.200--5.310 --Director of Accountability
- X. Announcements
- XI. Adjourn



Michelle Gilbert
 Director of Schools
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 2868 Hwy 48 N., Nunnely, TN 37137

Memorandum

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

Hiring

Professional

Support Staff

Allison Gordon
 Samantha McCandless
 Amanda Cochran
 Alison Stanley*
 Stephanie Bailey

Food Service
 Food Service
 Food Service
 HCHS Math Tutor
 EHMS ESSER Assistant

Resignation

Professional

Caroline Rector
 Lyndsey Spain

Project AWARE Student Support Specialist
 EHHS English

Support Staff

McKensy Patrick
 Rhonda Dobbins
 Skylar Baxter
 Amanda Scott
 Carrie Watson
 Amanda Cochran
 Courtney Henley
 Mary Copley

EHES Assistant
 Food Service
 Food Service
 Food Service
 Food Service
 Food Service
 Food Service
 CIS Bookkeeper

Retirement

Professional

Support Staff

Transfers

Professional

Support Staff

AppointmentProfessional

Brittany Gilbert*

EHHS Girls Track Coach

Support Staff**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	Account	Description	Year-To-Date		Month-To-Date		% of Budget	% of Avg
				Budget Estimate	Actual	Estimate Avg/Mth	Actual		
Revenues									
40110		Current Property Tax	2,953,480.00	(456,854.32)	15.47 %	246,123.33	(407,251.39)	165.47 %	
40120		Trustee's Collections - Prior Year	80,000.00	(26,322.92)	32.90 %	6,666.67	(4,556.20)	68.34 %	
40125		Trustee's Collections - Bankruptcy	0.00	(237.70)	0.00 %	0.00	(80.18)	0.00 %	
40130		Cir Clk/Clk & Master Collections-Pr Yr	45,000.00	(19,712.19)	43.80 %	3,750.00	0.00	0.00 %	
40140		Interest And Penalty	21,000.00	(2,875.57)	13.69 %	1,750.00	(634.96)	36.28 %	
40161		Payments In Lieu Of Taxes - T. V. A.	4,000.00	(1,616.19)	40.40 %	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	(931,243.99)	39.63 %	195,833.33	(226,858.63)	115.84 %	
40270		Business Tax	30,000.00	(6,063.00)	20.21 %	2,500.00	(1,194.34)	47.77 %	
41110		Marriage Licenses	1,300.00	(665.00)	51.15 %	108.33	(161.50)	149.08 %	
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	0.00	0.00 %	
43582		Community Service Fees - Adults	200.00	(82.20)	41.10 %	16.67	0.00	0.00 %	
44120		Lease/Rentals	10,000.00	(7,313.17)	73.13 %	833.33	(295.00)	35.40 %	
44170		Miscellaneous Refunds	30,000.00	(10,060.64)	33.54 %	2,500.00	(8,220.94)	328.84 %	
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	(8,356.00)	55.71 %	1,250.00	(4,685.00)	374.80 %	
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	(9,304,751.36)	40.40 %	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	0.00	0.00 %	
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	(26,030.15)	57.84 %	3,750.00	(26,030.15)	694.14 %	
46851		State Revenue Sharing -T.V.A.	240,000.00	(56,783.30)	23.66 %	20,000.00	(56,783.30)	283.92 %	
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	(7,192.40)	10.27 %	5,833.33	(2,397.70)	41.10 %	
48990		Other	315,123.52	(61,838.15)	19.62 %	26,260.29	(18,685.77)	71.16 %	
49700		Insurance Recovery	10,000.00	0.00	0.00 %	833.33	0.00	0.00 %	
49800		Transfers In	25,000.00	0.00	0.00 %	2,083.33	0.00	0.00 %	
Total Revenues				30,302,682.52	(11,015,455.37)	36.35 %	2,525,223.54	(3,084,291.26)	122.14 %
Expenditures									
71100		Regular Instruction Program	(15,322,463.00)	5,203,195.65	33.96 %	(1,276,871.92)	1,646,064.27	128.91 %	

141	General Purpose School	Account	Description	Year-To-Date		Month-To-Date		% of Budget	% of Avg
				Budget Estimate	Actual	Estimate Avg/Mth	Actual		
71150			Alternative Instruction Program	(238,087.00)	53,432.83	(19,840.58)	12,901.38	22.44 %	65.03 %
71200			Special Education Program	(3,329,017.00)	895,437.77	(277,418.08)	226,613.84	26.90 %	81.69 %
71300			Career and Technical Education	(1,335,400.00)	322,490.29	(111,283.33)	74,272.18	24.15 %	66.74 %
72110			Attendance	(180,519.00)	51,983.01	(15,043.25)	10,505.51	28.80 %	69.84 %
72120			Health Services	(390,722.00)	135,529.12	(32,560.17)	29,753.84	34.69 %	91.38 %
72130			Other Student Support	(1,065,415.00)	255,978.17	(88,784.58)	58,001.03	24.03 %	65.33 %
72210			Regular Instruction Program	(1,421,957.00)	371,922.41	(118,496.42)	82,992.39	26.16 %	70.04 %
72220			Special Education Program	(125,050.00)	41,282.86	(10,420.83)	8,090.47	33.01 %	77.64 %
72230			Career and Technical Education	(211,246.52)	74,052.58	(17,603.88)	14,649.04	35.06 %	83.21 %
72250			Technology	(511,826.00)	210,691.65	(42,652.17)	7,721.12	41.16 %	18.10 %
72290			Other Programs	(35,000.00)	0.00	(2,916.67)	0.00	0.00 %	0.00 %
72310			Board Of Education	(684,913.00)	296,847.63	(57,076.08)	20,119.14	43.34 %	35.25 %
72320			Director Of Schools	(303,453.00)	114,390.22	(25,287.75)	18,991.71	37.70 %	75.10 %
72410			Office Of The Principal	(1,923,819.00)	578,693.32	(160,318.25)	113,728.82	30.08 %	70.94 %
72510			Fiscal Services	(50,000.00)	0.00	(4,166.67)	0.00	0.00 %	0.00 %
72610			Operation Of Plant	(2,433,500.00)	1,036,486.04	(202,791.67)	141,247.89	42.59 %	69.65 %
72620			Maintenance Of Plant	(1,424,070.00)	669,052.11	(118,672.50)	71,562.08	46.98 %	60.30 %
72710			Transportation	(2,405,422.00)	540,126.82	(200,451.83)	94,221.82	22.45 %	47.00 %
72810			Central And Other	(257,883.00)	20,004.45	(21,490.25)	10,183.05	7.76 %	47.38 %
73100			Food Service	(38,571.00)	0.00	(3,214.25)	0.00	0.00 %	0.00 %
73300			Community Services	(143,813.00)	38,900.86	(11,984.42)	9,405.84	27.05 %	78.48 %
73400			Early Childhood Education	(494,196.00)	134,325.40	(41,183.00)	30,797.70	27.18 %	74.78 %
76100			Regular Capital Outlay	(690,000.00)	0.00	(57,500.00)	0.00	0.00 %	0.00 %
Total	141		Expenditures	(35,016,342.52)	11,044,823.19	(2,918,028.54)	2,681,823.12	31.54 %	91.91 %
			General Purpose School	(4,713,660.00)	29,367.82	(392,805.00)	(402,468.14)	0.62 %	-102.46

142	School Federal Projects	Account	Description	Year-To-Date		% of Budget	Estimate Avg/Mth	Month-To-Date		% of Avg
				Budget Estimate	Actual			Actual	Actual	
Revenues										
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	0.00	0.00 %	
47141			Title 1 Grants To Local Educ Agencies	1,141,345.96	(329,975.98)	28.91 %	95,112.16	(94,933.87)	99.81 %	
47143			Special Education - Grants To States	1,121,124.51	(231,855.68)	20.68 %	93,427.04	(60,353.87)	64.60 %	
47145			Special Education Preschool Grants	47,431.09	(5,194.65)	10.95 %	3,952.59	0.00	0.00 %	
47146			English Language Acquisition Grants	0.00	(5,299.00)	0.00 %	0.00	0.00	0.00 %	
47148			Rural Education	183,248.52	(8,136.81)	4.44 %	15,270.71	0.00	0.00 %	
47189			Eisenhower Prof Development State	168,770.92	(34,867.64)	20.66 %	14,064.24	0.00	0.00 %	
47301			COVID-19 Grant #1	0.00	0.00	0.00 %	0.00	0.00	0.00 %	
47307			COVID-19 Grant B	2,717,037.13	(151,832.23)	5.59 %	226,419.76	(58,168.23)	25.69 %	
47309			COVID-19 Grant D	195,510.00	(13,000.00)	6.65 %	16,292.50	(13,000.00)	79.79 %	
47401			American Rescue Plan Act Grant #1	7,382,066.63	(158,666.11)	2.15 %	615,172.22	(141,940.57)	23.07 %	
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	0.00	0.00 %	
Total Revenues				13,678,575.70	(1,027,371.66)	7.51 %	1,139,881.31	(368,396.54)	32.32 %	
Expenditures										
71100			Regular Instruction Program	(4,708,766.87)	479,383.29	10.18 %	(392,397.24)	81,712.39	20.82 %	
71150			Alternative Instruction Program	(49,171.84)	14,786.34	30.07 %	(4,097.65)	2,957.27	72.17 %	
71200			Special Education Program	(902,807.71)	172,243.61	19.08 %	(75,233.98)	39,587.82	52.62 %	
71300			Career and Technical Education	(111,587.28)	15,597.27	13.98 %	(9,298.94)	1,874.55	20.16 %	
72110			Attendance	(83,198.38)	10,120.21	12.16 %	(6,933.20)	2,530.05	36.49 %	
72120			Health Services	(62,920.36)	0.00	0.00 %	(5,243.36)	0.00	0.00 %	
72130			Other Student Support	(577,269.96)	165,049.67	28.59 %	(48,105.83)	33,049.13	68.70 %	
72210			Regular Instruction Program	(1,544,829.38)	243,702.94	15.78 %	(128,735.78)	75,030.25	58.28 %	
72220			Special Education Program	(541,392.47)	105,935.84	19.57 %	(45,116.04)	20,094.65	44.54 %	
72230			Career and Technical Education	(7,550.00)	0.00	0.00 %	(629.17)	0.00	0.00 %	
72250			Technology	(153,320.40)	18,695.23	12.19 %	(12,776.70)	4,673.80	36.58 %	
72610			Operation Of Plant	(1,513,724.70)	0.00	0.00 %	(126,143.73)	0.00	0.00 %	
72710			Transportation	(3,000.00)	0.00	0.00 %	(250.00)	0.00	0.00 %	
73100			Food Service	0.00	0.00	0.00 %	0.00	0.00	0.00 %	
76100			Regular Capital Outlay	(3,410,777.44)	0.00	0.00 %	(284,231.45)	0.00	0.00 %	
99100			Transfers Out	(8,258.91)	0.00	0.00 %	(688.24)	0.00	0.00 %	
Total Expenditures				(13,678,575.70)	1,225,514.40	8.96 %	(1,139,881.31)	261,509.91	22.94 %	
Total	142		School Federal Projects	0.00	198,142.74	100.00 %	0.00	(106,886.63)	0.00 %	

Account	Description	Year-To-Date		% of Budget	Estimate Avg/Mth	Month-To-Date		% of Avg
		Budget Estimate	Actual			Actual		
143	Central Cafeteria							
Revenues								
43521	Lunch Payments - Children	603,000.00	(104,983.44)	17.41 %	50,250.00	0.00	0.00 %	
43522	Lunch Payments - Adults	75,000.00	(9,166.31)	12.22 %	6,250.00	0.00	0.00 %	
43523	Income From Breakfast	55,000.00	(32,131.68)	58.42 %	4,583.33	0.00	0.00 %	
43525	A La Carte Sales	175,000.00	(51,152.16)	29.23 %	14,583.33	0.00	0.00 %	
43570	Receipts From Individual Schools	0.00	(69,736.15)	0.00 %	0.00	(69,736.15)	0.00 %	
44110	Investment Income	0.00	(91.49)	0.00 %	0.00	(18.27)	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	(446,320.11)	51.12 %	72,750.00	(100,196.90)	137.73 %	
47113	Breakfast	540,000.00	(163,041.29)	30.19 %	45,000.00	(36,954.67)	82.12 %	
47114	USDA - Other	81,983.75	(73,071.47)	89.13 %	6,831.98	(933.12)	13.66 %	
	Total Revenues	2,402,983.75	(949,694.10)	39.52 %	200,248.65	(207,839.11)	103.79 %	
Expenditures								
73100	Food Service	(2,402,983.75)	1,259,389.98	52.41 %	(200,248.65)	23,182.06	11.58 %	
	Total Expenditures	(2,402,983.75)	1,259,389.98	52.41 %	(200,248.65)	23,182.06	11.58 %	
Total	143 Central Cafeteria	0.00	309,695.88	100.00 %	0.00	(184,657.05)	0.00 %	



Hickman County Schools Trip Request

Name of School: East Hickman High School

Name of Club/Group: EHHS Cheerleading

Trip Requested: New York City, NY

Purpose: Invited by Spirit of America for Macy's Day Parade

Date and Time Frame: November 18-24th, 2023

Number of Students: Approx. 20

Number of Chaperones: Male _____ Female 4-6

Costs Associated: \$2525 per person plus airfare and transport.

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

Has the cafeteria been notified? No Number of lunches needed? _____

How will students travel? Airfare

Is a transportation request attached if system transportation is needed? _____

Signature of Person Requesting the trip
Rudney M. Furbush

Signature of Principal
Kimberly Williams

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 Board of Education
 Budget Amendment 16

Food Service (Fund 143)

December 5, 2022

Account	Description	Debit	Credit	Justification
34555 - -	Fund Balance - Restricted	\$ 462,524.00		Excess FY 2022 Funds Spending Plan
73100 - 710 -	Food Service Equipment		\$289,500.00	
73100 - 422 -	Food Supplies		100,000.00	
73100 - 499 -	Non-Food Supplies		73,024.00	
	TOTALS	\$ 462,524.00	\$462,524.00	

Approved:

Attest:

Tim Hobbs

Michelle Gilbert

Hickman County Board of Education
Budget Amendment No. 15
General Purpose (Fund 141)
December 5, 2022

Account	Description	Debit	Credit	Justification
71100 - 499 - SS	Other Supplies & Mat	\$ 15,000.00		To properly record expenditures related to outside donations
71100 - 499 -	Other Supplies & Mat		\$ 15,000.00	
72810 - 499 -	Other Supplies & Mat	15,000.00		
72810 - 499 - SS	Other Supplies & Mat		15,000.00	
73300 - 499 -	Other Supplies & Mat	5,000.00		To track Family Resource Expenditures by location
73300 - 499 - FRC	Other Supplies & Mat		2,500.00	
73300 - 499 - FRE	Other Supplies & Mat		2,500.00	
TOTALS		\$ 35,000.00	\$ 35,000.00	

Approved:

Attest:

Tim Hobbs

Michelle Gilbert

Hickman County Schools

Job Title: School Social Worker

Contract Period: 200 days

Reports to: Special Programs Director

Purpose of Job: The Hickman County School System recognizes that many factors contribute to a student's learning. These factors may include social, emotional, behavioral, mental health, and economic issues. School Social Workers are employed by the Hickman County School System to work with students, families, schools, and communities to support students and enhance their learning and success--especially in the areas of emotional health and well being.

ESSENTIAL FUNCTIONS:

Essential Duties and Responsibilities include (but is not limited to) the following:

- Consult with school administrators, teachers, other faculty, students, and families on referrals and follow-up reports regarding social work services and results;
- Counsel with students and their families regarding treatment of school social issues;
- Provide crisis intervention;
- Develop intervention strategies leading to academic and social success;
- Assess and develop interventions to decrease chronic absenteeism;
- Assess family situations affecting academic progress
- Counsel and assist families in the awareness and use of self-improvement programs as appropriate;
- Plan, conduct, and evaluate parent training sessions;
- Provide case management for students/families requiring multiple services;
- Assist families in accessing and utilizing school and community resources;
- Locate educational resources;
- Plan and implement parental/guardian involvement activities;
- Plan, activate, and monitor wrap-around services to encourage/maintain continuity of care throughout school breaks; Work cooperatively with local juvenile court system to provide a pathway to academic and personal success;
- Develop strategies to ensure student success while reducing juvenile court referrals
- Perform other work-related duties

QUALIFICATIONS:

Minimum of a Bachelor's Degree in School Social Work; Master's Degree preferred; Licensed Clinical Social Worker preferred; LMSW or a Bachelor's Degree and a track record of success will be considered; Tennessee license with either an Apprentice School Services Personnel or Professional School Services Personnel endorsement; previous experience in social services is preferred.

The HCHS baseball and softball teams are requesting permission to construct a roof over the existing batting cages outside the baseball/softball fields on campus. Currently, the batting cage nets are hanging from metal poles on a concrete slab approximately 60x35 feet. These cages are essential for pre-season drills and practices, especially prior to the end of basketball season when the gymnasium becomes available. However, the rainy weather often limits their use. It is also difficult to use them during the hot weather months. A roof would allow the cages to be used in both rainy and hot weather when they currently are unavailable.

The project would be completely funded by the baseball and softball programs through funds raised at past softball tournament fundraisers: Kolton Miley Classic and The Katie. Both teams have been desirous for several years of undertaking a construction project that would benefit both teams, while hopefully naming the new construction in memory of Kolton Miley and Katie Lane. Should this project be approved, we would like to name the batting cages in their memory. The Miley family and Lane family have both been consulted and are very honored and appreciative of this proposed project.

Several local contractors were contacted and asked to give bids early in the fall, just to give us an idea of the estimated cost so that we could decide if it would be within our budget. The lowest bid received was \$16,709 from Justin Warren, who played baseball for HCHS years ago and has a son in the 7th grade who also plays baseball for HCMS. The next lowest bid received was \$35,000. The HCHS construction class instructor, Wesley Whitaker, also looked at the project and determined it was within the realm of possibility for his class to complete, but it would require some rented equipment and subbing out parts of the job that would be too unsafe for his students to complete. He also said it would take much longer for his class to complete compared to a contractor since they would only be working in short class periods of time.

Justin estimated that it would take a week or less to complete the project. It would consist of setting wooden posts (6-8) along the outside of the existing concrete pad to support trusses and a red metal roof, which would match our concession stand and the red metal football fieldhouse. The existing metal poles could then be removed and the batting nets hung directly from the trusses. This would be safer, as hard hit balls often deflect off the poles and ricochet toward people in the cage. It would also allow the batting nets to be taken down or rolled up, and the area to be used as a pavilion if needed for banquets, parent meetings, etc.

We think this would be a project of great benefit to our baseball and softball teams, and also an appropriate way to honor the memories of two former HCHS players, Kolton Miley and Katie Lane. We appreciate the opportunity to discuss this project further if more information is needed, or if there are suggestions for better ways to approach the project. We hope to be able to begin work as soon as possible so our teams will have the cages ready to use as they begin their pre-season preparations. Thanks for your consideration.

Clay Chessor (on behalf of HCHS baseball and Miley family)
Mike Elkins and Lisa Hellman (on behalf of HCHS softball and Lane family)



Hickman County Schools Board Agenda Item Request

Date: 10-24-22

Name of School: HCMS

Item Request: Seeking Board Approval to Name our Gym
the William "Bill" Cude Memorial Gym.

Explanation: ^{positively}
Mr. Cude impacted the lives of many students, players,
and coaches during his career @ HCMS. We
would like to honor him for this.

Attachments (if necessary and appropriate):

Signature of Person requesting to be placed on the agenda:

Zach Smith Lauri McFarley Tom Roder

Signature of Building Principal:

Jina S. Shigpen



Hickman County Schools Board Agenda Item Request

Date: 9-2-22

Name of School: All schools

Item Request: Door Access Systems

Explanation:

Request to fund all door access system
replacement. Need approval to Bid
cost.

Attachments (if necessary and appropriate):

Quotes provided by Mike Plunkett in
Meeting

Signature of Person requesting to be placed on the agenda:

Mike Plunkett

Signature of Building Principal:

Centerville Family Resource
Mid-year Report
2022-2023

Page 1

The Centerville Family Resource Center's Goals and accomplishments for the 2022-2021 school year are as follows:

Priority 1

GOAL 1: Family Support

By May 2023, the Centerville Family Resource Center will serve 0.5% of students with Friday Friends, Operation Santa Claus, and other basic needs as compared to the 2021-2022 school year totals.

ACTIVITY:

1. Fliers and referral forms were given to principals, teachers and guidance counselors explaining the "Friday Friends" program. Teachers were asked to refer any student they thought might be in need of food items over the weekend.
2. Each Friday Friends packets are easy to prepare food items sent to the students at the elementary school, intermediate, middle and high school.
3. Seventy-eight (78) Friday Friends bags are given out each Friday for those students in need. Overall we serve thirty-seven (37) families.
4. Donations from several local churches, businesses, organizations and individuals support this program throughout the year by donating food or money. This community has done a great job supplying what it takes to run this program.
5. Second Harvest Food Pantry in Nashville donates 300 bags of food monthly to help with this project. Each January we have to re-apply for assistance for the next year.
6. Operation Santa Claus forms were sent home to students of all Centerville area schools the last week of September, 2022.
7. Two hundred seven (207) children from eighty-seven (87) families will be helped with Christmas gifts.
8. CFRC received one hundred ninety-one (191) toys from the Turkey Trot hosted by Coordinated School Health.

Priority 1

GOAL 2: Family Wellbeing

By May, 2023 the Centerville Family Resource Center will collaborate with the school counselor and teachers at Centerville Intermediate School in creating the BBB program. This program is aimed at reducing office discipline referrals by 0.5% for students participating in the check in/check out (BBB: Bulldogs on Best Behavior folder) program as compared to students referred the previous year.

ACTIVITY:

1. In September 2022, the Centerville Family Resource contact was made with the principal. She gave the director names of 5 children that would benefit from this program.
2. The Centerville Family Resource Center director met with students weekly for 6 weeks. One student improved their behavior and got to graduate the program. More students are added when students drop or graduate.
3. The Centerville Family Resource Center will provide students and teachers with the folder and give incentives weekly for staying on task.

Priority 2

GOAL 1: Chronically Out of School

By May 2023, the Centerville Family Resource Center will work with Centerville Elementary School to decrease the number of chronically out of school students/families by 20 students as compared to the previous school year data.

ACTIVITY:

1. By May 2023, CFRC will coordinate with truancy officer bi-monthly to identify chronically out of school students. Director will communicate with the parent/student to assess the cause of absences. Monthly prizes will be awarded for less than 3 days absent in that month. Larger rewards will be given out in December and May.
2. CFRC director will provide flyers with information at Tier 1 truancy meetings to offer assistance to parents and students who are struggling with attendance.

Priority 2

GOAL 2: Academic, College and Career Supports

By May 2023, will serve up to 10 children in the Smart from the Start program and will show an improvement rate of 95% compared to the quarterly data.

Activity:

1. In August 2021, fliers and application forms for Smart from the Start were supplied to the Hickman Library and Centerville Elementary School and also at the Live Love Run.
2. Thirty (30) children are enrolled in our Smart From the Start program. This is an increase of eight (8) students from last school year.
3. Smart From the Start Story Hour is provided every Wednesday and Friday at the Centerville Family Resource Center. Each Story Time is theme related. Stories, arts and crafts and snacks are provided. Occasionally, books are given to the students. At the end of each story hour, children are given a packet of educational worksheets to work on at home with the parent. At the end of each story hour, children are given a packet of educational worksheets to work on at home with their parents.
4. At the beginning of the year, students are tested to see if they know shapes, numbers, letters, colors, etc. Students tested at the beginning of the year with children knowing only a few colors and shapes. Verbal checks are done weekly and testing at the end of the year showed a great improvement.

Priority 3

GOAL 1: Student and Family Engagement

By August 2022, the Centerville Family Resource Center will achieve 65% participation of all students and their parents in grades 3rd, 6th and 9th through transitional orientations.

By May 2023, to implement and monitor an Ambassador program at the Hickman County High School with upper classmen and incoming 9th grade students. We hope by the end of the school year to have served 15% of the freshmen population with this program.

ACTIVITY:

1. In July 2022, calls with the Alert Now telephone system went out to all parents of new 3rd, 6th and 9th grade students at Centerville Intermediate, Hickman County Middle and Hickman County High about orientations.
2. On Tuesday, July 26, 2022 Centerville Intermediate held orientation for 3rd graders. Fifty-seven (57) students and one hundred fifty-four (154) guests attended.
3. On July 28, 2022 Hickman County Middle School held orientation for 6th graders. A total of sixty-nine (69) students with one hundred sixty-seven (167) guests attended.
3. On July 28, 2022 Hickman County High School held 9th grade orientation with eighty-two (82) students and one hundred eighty-one (181) guests in attendance.
4. A total of two hundred eight (208) students with five hundred two (502) guests attended the orientations.
5. Surveys were given to parents to see if orientations were helpful.
6. Ambassadors at HCHS helped Freshmen with surveys and answered any questions.

Priority 3

GOAL 2: Collaboration/Partnership

By October 2022, the Centerville Family Resource Center will serve 100% of teachers and students in grades K-5th through the Adopt A Class Program.

ACTIVITY:

1. Centerville Family Resource Center director began contacting businesses by telephone in August 2022 to explain the Adopt-A-Class program. A total of thirty-six (36) sponsors have been matched with thirty-six (36) classrooms.
2. August 30, 2022 an "adoption" ceremony was held at Centerville Elementary and on August 31, 2022 an "adoption" ceremony was held at Centerville Intermediate.
3. Sponsors were so happy to be able to return to the classrooms to visit with the children and present programs for them.
4. In April 2023, survey forms will be sent to all teachers and sponsors participating in the Adopt-A-Class program. Information will be requested regarding satisfaction levels with the program. The result of these surveys will help improve the program for the next school year.

The East Hickman Family Resource Center's Goals and accomplishments for the 2022-2023 school year are as follows:

Priority 1:Families

Objective: Family Support

By May 2023, the East Hickman Family Resource Center will increase by .5% the number of students enrolled in grades PreK-12 with weekend food and help with Christmas.

ACTIVITY:

1. Fliers and referral forms were given to principals, teachers and guidance counselors explaining the "Friday Friends" program. Teachers were asked to refer any student they thought might be in need of food items over the weekend.
2. Each Friday Friends packets are easy to prepare food items sent to the students at the elementary school, intermediate, middle and high school.
3. One hundred fifty-nine (160) Friday Friends bags are given out each Friday for student's in need. Overall we serve seventy-eight (78) families. This is an increase of forty-two (43) from last school year. 9.53% of East Hickman Schools student population is currently being served through this program.
4. Donations from several local churches, businesses, organizations and individuals support this program throughout the year by donating food or money. United Way of Williamson County donated \$2,500 to this program.
5. Second Harvest Food Pantry in Nashville donates 305 bags of food monthly to help with this project. Each April we have to re-apply for assistance for the next year.
6. Friday Friends survey will be sent home with students in April to help evaluate this program and give us ideas of how to improve it.
7. Operation Santa Claus forms were sent home to students of all East Hickman schools the last week of September, 2022.
8. Currently there are two hundred sixty (260) children from one hundred five (106) families requesting help with Christmas gifts. This is a decrease of twenty-eight (24) children from last school year.15.49% of East Hickman Schools student population have currently signed up for this program.
9. The Centerville/East Hickman FRC will receive toys from the Turkey Trot to help with gifts for students.

Priority 1:Families

Objective: Family Wellbeing

By May 2023 the East Hickman Family Resource Center will establish a "Buddy" program at East Hickman Elementary by pairing Kindergarten students who may need help in making friends and 2nd grade students. The EFRC director will also collaborate with the RTI-B, guidance counselor and teachers in creating a check in/check out system with students who need daily encouragement. This program will show a 1/2% decrease in office discipline referrals for students participating compared to the previous year.

By October 2022, anti-bullying classes will be presented to all students at East Hickman Elementary through the guidance office.

By May 2023, EFRC will make and distribute "Grief Bags" for students who have lost a loved one (or pet) by death or divorce of parents.

Activity:

1. As of September 1, eight (8) kindergarten students have been paired with nine (9) second graders that have been referred as needing help with interacting with their peers. The East
2. Second graders check in with their "buddy" weekly to see how they are doing. Once a month these students have breakfast together.
3. Students who need daily encouragement will meet with the EFRC director for the check in/check out process. Each student is given a folder with goals for the day. At the end of the day, students will return their folder to EFRC with notes from the teacher stating if the student was able to complete their goals for the day. At the end of the week, if the student has been able to maintain their goals for 95% of the time they will receive a small reward. There are currently four (4) enrolled in this program.
4. Anti-bullying classes were taught to all students P3-2nd grade the week of October 18, 2022. A pre and post test was administered to determine if students understood what bullying is all about.
5. Three (3) students have currently been given a "grief bag" for loss of a loved one.

Priority 2: Readiness

Objective 1: Chronically Out of School

By May 2023, East Hickman Family Resource Center will work with East Hickman Elementary school to decrease by 1/2% the number of chronically out of school students/families for bi-weekly check-ins, compared to the previous school year.

Activity:

1. The East Hickman Family Resource Center Director will hold an "Attendance Matters" pep rally for students to encourage good attendance. Students will be shown prizes that will be given out at the end of each semester. Flyers were handed out to parents about why attendance matters.
2. Students who have missed 2 or less days monthly will have their names entered for a prize at the end of the month. One boy and one girl prize will be awarded. At the end of each semester, a boy and girl name will be chosen to win a bicycle, scooter or tablet.

Priority 2: Readiness

Objective 2: By May 2023 the EFRC will establish a Book Swap at East Hickman Elementary for Pre-K - 2nd grade in hopes of giving each student at least two books to have in their homes and encourage at least 20 minutes of reading per day.

Activity:

1. This objective will not take place until late February.

Priority 2: Readiness

Objective 3: Academic, College and Career Supports

By May 2022, the EFRC will serve up to 10 children through our Smart From the Start program and students will show an improvement rate of 95% compared to quarterly data.

ACTIVITY:

1. In August 2022, fliers and application forms for Smart from the Start were supplied to the East Hickman Library and East Hickman Elementary School and to parents at Open Houses.
2. Eleven (11) children from Eleven (11) families are currently enrolled in our Smart From the Start program
3. Preschool in A Bag Story Hour is provided every Tuesday and Wednesday at the East Hickman Family Resource Center. At the end of each story hour, children are given a packet of educational worksheets to work on at home with the parent.
4. Toddler Time and Preschool-In-A Bag Story Time is theme related. Stories, arts and crafts and snacks are provided. At the end of each story hour, children are given a packet of educational worksheets to work on at home with their parents.
5. At the beginning of the year, students are tested to see if they know shapes, numbers, letters, colors, etc. Verbal checks are done weekly and testing at the end of the year will hopefully show a great improvement.
6. Evaluation forms will be handed out in an April story hour. Information obtained from these forms will help to better improve the programs.

Priority 3: Communities

OBJECTIVE 1: Student and Family Engagement

By August 2022, the East Hickman Family Resource Center will achieve 65% participation of all students and their parents in grades 3rd, 6th and 9th through transitional orientations.

ACTIVITY:

1. In July 2022, calls with the Alert Now telephone system went out to all parents of new 3rd, 6th and 9th grade students at East Hickman Intermediate, East Hickman Middle and East Hickman High about orientations. 9th grade orientation provided ambassadors for freshmen to help build better communication between freshmen and upperclassmen. Twelve ambassadors were given green bracelets to wear and a green shirt to wear every Monday. This enables freshmen to know who they can ask for help.
2. On July 28, 2022 East Hickman Intermediate and East Hickman Middle School held orientation for 3rd and 6th graders. At East Hickman Intermediate 79 of 122 3rd graders attended with 87 guests. 64.75% of 3rd graders attended and 576 flyers were handed out to parents. At East Hickman Middle, 76 of 115 6th grade students attended with 204 guests. 66.08% of 6th grade students attended and 608 flyers were handed out to parents.
3. On July 30, 2022 the East Hickman High School held 9th grade orientation. 86 or 97 freshmen attended with 220 guests. 88.6% of 9th graders attended and 688 flyers were handed out to parents.
4. The EFRC director meets every month with ambassadors to assess the program.

Priority 3:Communities

Objective 2: Collaboration/Partnership

By October, 2022 the East Hickman Family Resource Center will serve 100% of teachers and students in grades K-5th through the Adopt A Class Program.

ACTIVITY:

1. East Hickman Family Resource Center director began contacting businesses by telephone in August 2022 to explain the Adopt-A-Class program. A total of forty-one (41) sponsors have been matched with forty-one (41) classrooms.
2. On August 28, an Adopt A Class reception was held for East Hickman Elementary. Sponsors were greeted by their class representatives and presented with a certificate of adoption and then escorted to their classroom to meet everyone. There are 22 classrooms with 22 sponsors at this school.
3. On September 9, 2022 and Adopt A Class reception was held for East Hickman Intermediate. Sponsors were greeted by their class representatives and presented with a certificate of adoption and then escorted to their classroom to meet everyone. There are 19 classrooms with 19 sponsors at this school.
4. Sponsors were so happy to be able to return to the classrooms to visit with the children and present programs for them.
5. In December and April, survey forms will sent to all teachers and sponsors participating in the Adopt-A-Class program. Information will be requested regarding satisfaction levels with the program. The results of these surveys will help improve the program for the next school year.

Invitation To Bid

The Hickman County Finance Office is accepting bids for student lab laptops.

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

Sealed bids must be mailed or delivered to the Hickman County Finance Office, 114 North Central Avenue, Suite 203, Centerville, TN 37033 and clearly marked outside of the envelope "Student Lab Laptops". All bidders will be required to submit a conflict of interest disclosure form that can be obtained at www.hickmank12.org/request-for-proposal. Bids will be opened on Monday, November 28th, 2022 at 10:00 a.m. in the Finance Office. The Hickman County Board of Education reserves the right to accept or reject any and all bids or parts of bids and to waive any informalities that would prevent the acceptance of a better bid.

Present:

Misty Weems
Candi Clark

System Liquidation = \$ 297⁰⁰ each ref.

Trafero = \$ 594⁰⁰ each ref.

Bluum = \$ 880⁰⁰ New = \$ 395⁶⁷ each ref.

PART B SPECS FOR LAPTOPS

Windows 11 Pro 64-bit Operating System

14 inch screen minimum

HP or Dell preferred but other brands will be considered

Microsoft Office 2019 license per device, pre-installed preferred

Each CPU should have no additional security programs, etc. other than what is included from Windows 11.

Webcam and headphone jack built in

4 GB memory minimum

256 GB SSD minimum, 512 GB SSD preferred

New computers preferred but refurbished computers with at least 3 year warranty will be considered.

Quantity expected to order is 20-50 units

Contact Brad Gilbert at brad.gilbert@hickmank12.org if you have questions.



Hickman County School District

Student Lab laptops

Due: November 28, 2022 at 10:00 AM



Submitted on November 23, 2022

SUBMITTED BY Bluum USA, Inc.

Nicole Sirianni, Account Executive

Phone Number: 1.888.226.5727 Ext 3346

Email Address: nicole.sirianni@bluum.com

bluumTM



Corporate Resolution of Signing Authority

RESOLVED, that Erez Pikar, President and Chief Executive Officer; Daniel Gerelick, Chief Financial Officer; Naipaul Sheosankar, Treasurer; Michael Fabio, Secretary and Vice President of Finance; Sarah Kydd, Chief Operating Officer; Craig Schramm, Vice President of Business Systems; Michael Tierney, Chief Solutions Officer; Irving Lopez Virgen, Vice President of Operations; Sarah Brown, Vice President of Finance; and Melissa Curtis, Vice President of Sales Operations are hereby authorized to sign contracts of Bluum USA, Inc. (the "Corporation") in the Corporation's name and behalf.

The undersigned hereby certifies that he is the duly elected and qualified Vice President of Operations of the Corporation which is duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the Corporation on the 10th day of October, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Vice President of Operations and have hereunto affixed the corporate seal of the above-named Corporation this 10th day of October, 2022.

Irving Lopez Virgen, Vice President of Operations



Quote

#245825

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
4675 E. Cotton Center Blvd
Suite 155
Phoenix AZ 85040
www.bluum.com

11/22/2022

Bill To
Hickman Co School District
115 Murphree Ave
Centerville TN 37033

Ship To
Hickman Co School District

Memo:

Expires	Sales Rep	Contract	Terms
02/20/2023	965 NICOLE SIRIANNI		NEW

Qty	Item	MFG	Price	Ext. Price
50	Product Required (SKU: 486480) Dell, Latitude 14 - 7420, I5-1145G7, 2.6GHZ up to 4.4GHZ, 16GB, 256GB PCIE SSD, 14" FHD, Intel UHD Graphics, WIFI6, WIN10 PRO, FHD WEBCAM, FPR, 4Cell Battery - 3 year warranty + asset tag + Shipping Included (open box like NEW)		\$880.00	\$44,000.00

Subtotal	\$44,000.00
Tax Total	\$0.00
Shipping Cost	\$0.00
Total	\$44,000.00

To accept this quotation, sign here : _____

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions
 If accepting this quote via purchase order please reference this quote number on your PO. To order via credit card please contact customer service .
 Pricing Adjustments as it Relates to Tariffs: If/When international tariff changes impact any product(s) included in this quote, Bluum reserves the right to adjust or cancel this quote.
 Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.
 Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit.
 Returns require an authorization number and must be made within 30 days.
 Custom orders and "Consumables", such as projector lamps, may not be returned.
 Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.
 Restocking fees varying depending on the product line, expect a minimum charge of 25%.



245825



Quote

#245952

11/23/2022

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
4675 E. Cotton Center Blvd
Suite 155
Phoenix AZ 85040
www.bluum.com

Bill To
Hickman Co School District
115 Murphree Ave
Centerville TN 37033

Ship To
Hickman Co School District

Memo:

Expires	Sales Rep	Contract	Terms
02/21/2023	965 NICOLE SIRIANNI		NEW

Qty	Item	MFG	Price	Ext. Price
50	Product Required Dell Refurbished - Dell Latitude 5490 is 8350U 1.7 GHZ, 16 GB, 480 SSD, 14.0 W Touch Screen, Webcam, GB Nic WiFi, Windows 11 Pro 64 bit - 3 year Standard Warranty, Asset Tagging, Custom Image Service- Shipping Included		\$395.67	\$19,783.50

Subtotal	\$19,783.50
Tax Total	\$0.00
Shipping Cost	\$0.00
Total	\$19,783.50

To accept this quotation, sign here : _____

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions
 If accepting this quote via purchase order please reference this quote number on your PO. To order via credit card please contact customer service .
 Pricing Adjustments as it Relates to Tariffs: If/When international tariff changes impact any product(s) included in this quote, Bluum reserves the right to adjust or cancel this quote.
 Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.
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 Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.
 Restocking fees varying depending on the product line, expect a minimum charge of 25%.



Hickman County Government

Conflict of Interest Disclosure Form

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

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

Date: 11/23/22 Name: Bluum USA, Inc.

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

I have no conflict of interest to report.

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

N/A

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

Date: 11/23/22 Signature: 
Irving Lopez Virgen, VP of Operations

Bluum Company Profile

Bluum USA, Inc. 4675 E Cotton Ctr Blvd, Ste 155 Phoenix, AZ 85040

FEIN: 86-0716114 D&B: 07-355-3331



For nearly 40 years, the companies comprising the Bluum brand have brought superior products and solutions to tens of millions of students, in hundreds of thousands of K-12 classrooms, as well as many higher education institutions, government entities, and commercial organizations, across the United States and Canada. With roughly 900 employees, focused on a mission of improving learning and making it more accessible, we pride ourselves on providing transformative learning experiences for our customer communities.

Bluum USA, Inc. (formerly "Troxell Communications, Inc.") was established in 1983 and incorporated in 1992, with corporate headquarters in Phoenix, Arizona. The organization is incorporated under the laws of the State of Delaware. In July 2019, Bluum USA, Inc. began an affiliation with CDI Technologies (now Bluum Technology Canada, Inc.), expanding the offerings of both companies. In April 2021, the family grew, with the addition of Tierney Brothers, LLC (now Bluum of Minnesota, LLC), incorporating their, then, 44 years of AV expertise. In January 2022, the "Bluum" name was introduced, to permanently represent these companies, with formal adoption in March 2022.

The Bluum affiliate entities create one of the largest privately-held education technology solutions providers in the U.S. We fill customer needs by providing services associated with distributors, dealers, resellers and system integrators. Bluum's comprehensive portfolio contains over 1 million products and services, many provided by industry-leading and niche manufacturers. Bluum primarily serves the education market, ranging from public pre-schools to colleges and universities, to private and charter schools and organizations. Bluum is the only technology solutions provider with a clear focus on a higher calling to spark the next generation of learning. Our market leadership position and reputation have earned numerous awards and accolades from our customers, vendors, and industry.

Bluum is known for their innovative and proprietary sales programs, creating an unparalleled management information system that simplifies the customer's purchase process by providing a more accurate and positive user experience. As a result, Bluum's website allows customers to easily search for products, quickly generate quotes, and track orders. Bluum proves effective at using internal expertise to integrate a highly sophisticated computer system into a web format that allows customers, vendors and staff member's direct access to information concerning their orders, account status, and all related transactional information via www.bluum.com. The Bluum companies have a track record of profitability for over 30 consecutive years.

Through the ever-changing economic, technological, and societal landscapes, Bluum has helped its customers grow and thrive.

Services & Support

- **Design:** Product/system recommendations and specifications
- **Installation/Integration:** In-house project managers, designers, integrators, installers, and programmers, as well as a nationwide installer network
- **Customer Service:** In-house customer service centers and repair shops
- **Technology:** Unique web-based customer service program, on-line order tracking, transaction history & account status

History Timeline

- **1983** – Troxell Communications was established from buyout of Phoenix & San Diego operations
- **1987** – Began opening offices throughout the Western U.S.
- **1995** – Began opening offices throughout the Eastern U.S.
- **2001** – Troxell reports revenues in excess of \$100 million
- **2006** – Troxell acquires AGS, a small California competitor
- **2010** – Troxell acquires Integrated AV Systems, LLC, which had done business as CCS Presentation Systems, the business is rebranded as Summit Integration Systems
- **2017** – Troxell reports revenues in excess of \$200 million
- **2019** – Troxell begins working with CDI Technologies to expand the offerings of both companies
- **2020** – The "Trox" brand debuts, to represent the new group of companies; reports revenues in excess of \$400 million
- **2021** – Trox gains a new affiliate, in Tierney Brothers, LLC, forming "Trox + Tierney"
- **2022** – Trox + Tierney changes its identity to "Bluum"



Trox + Tierney Is Now Bluum

Effective in February and March 2022, the companies comprising the Bluum brand group changed their corporate names to represent the new “Bluum” identity, pursuant to an amended and restated Certificate of Incorporation filed with their respective Secretaries of State.

New Affiliate Name	Superseded Affiliate Name	FEIN (Same as Previous)
Bluum Technology Canada, Inc.	<i>CDI Computer Dealers Inc.</i>	98-0385056
Bluum USA, Inc.	<i>Troxell Communications, Inc.</i>	86-0716114
Bluum of Minnesota, LLC	<i>Tierney Brothers, LLC</i>	41-1355993
Bluum of Texas, LLC	<i>CDI Dallas, LLC</i>	84-3269935
Bluum Integration, LLC	<i>Integrated AV Systems, LLC dba Summit Integration Systems</i>	86-0716114
Bluum (US) Corporation	<i>CDI Computers (US) Corp</i>	42-1773443

The change is only a change in name; it does not affect the ownership, management, or shareholder rights of the corporation, nor does it change any of its legal rights or obligations of any contracts, agreements or relationships that were in place prior to the change. Contracts, agreements, purchase orders, requests for quotes, and other relevant transactional documents should all be conducted under the new full corporate name of the respective entity. Previously existing contracts, agreements, purchase orders, sales orders or sales invoices are unaffected by this change, other than to correctly identify the new name that should be used from this day forward. The Bluum companies, listed above, will be identified by the same and unchanged FEINs. The names “Bluum” and “Bluum Technology,” as well as their stylized logos, are trademarks licensed by Bluum USA, Inc. for its use, and the use of its affiliates, from Bluum Holdings, LLC (formerly Troxell Purchaser, LLC).

For this project, Bluum USA, Inc. will be the affiliate contracting with Hickman County School District. A revised Federal Form W9 can be provided by your Account Executive, upon request

Types of Products & Services

Audio Visual & Technology Equipment, Supplies, & Services

Product and Services Offerings:

Bluum provides a comprehensive portfolio of audio visual and technology solutions and services representing hundreds of leading manufacturers. Bluum can also provide design and installation services.

Bluum Product Categories Include:

Classroom and presentation technologies including projection devices, flat panel displays, mobile learning/1:1 solutions, interactive teaching tools, classroom amplification, control systems, digital signage, videoconferencing, traditional AV equipment, professional installation and training services.

Technology Products and Installation

- Projectors LCD/DLP/LED Technology
- Mobile Learning Solutions/1:1 (Chromebooks, Laptops, Tablets, Charging Carts, etc)
- STEM/STEAM Products
- Collaborative Learning Space Solutions
- Furniture
- Visualizers/Document Cameras
- Flat Panel Displays/Monitors Plasma/LCD/LED Technology
- Interactive Whiteboards and Panels
- Digital Signage
- Classroom Response Systems
- Public Address (PA) Systems/Audio Systems & Equipment
- CCTV/CCTC Security Systems
- Teleconferencing
- Digital Cameras/Camcorders
- Broadcast Equipment & Video Editing Systems
- Classroom Tape Recorders, CD Players & Recorders
- AV/Computer Furniture & Accessories
- Control Systems & Cabling
- Mounts for Data Projectors, TVs & Display Monitors
- Screens, Cases & Accessories

Service Solutions

- Technology Consultation Services
- Professional Development & Training Services
- Project Management and System Design
- Integration and Installation Services
- Content & Curriculum Creation Services
- White Glove Services
- Buyback (IT Asset Disposition Services)
- Warranty Services
- Leasing and Finance Services

Traditional Audio Visual Products

- Digital Cameras
- Camcorders
- Broadcast Equipment & Video Editing Systems
- Flat Panel TVs, DVD/VCR Combos
- Classroom Tape Recorders, CD Players & Recorders
- Projectors
- AV Carts & Mounts for TV's, Projectors, etc.
- Public Address (PA) Systems
- CCTV Security Systems

Please visit www.bluum.com or contact your Account Executive for a complete listing.

Service, Warranty, & Repairs

Bluum is passionate about serving its customers regardless of the size, location, or project. As a proven partner, we strive to deliver excellence. To facilitate service, warranty, and repair, Bluum's customers can reach our customer service department at 1-844-MY-BLUUM Option #2. This service is available for products both in and out of the warranty period, based on the manufacturer's guidelines. You can also get in touch with us by e-mail at service@bluum.com.

Our Customer Service department is available Monday through Friday from 8:00 a.m. to 7:00 p.m. (EST). Bluum Customer Service Representatives are A+ certified, equipped to handle technical hardware support, repair, transportation, sales order statuses and warranty/service-related issues.

In addition to our Customer Service team, Bluum has a sales representative dedicated to you and your area. Your Account Executive has the authority to work with you to help expedite the repair process.

We are committed to improving the customer experience by measuring our performance and soliciting feedback from our clients and adjusting their goals best suited to their needs.

Measured Feedback and Support

- Cases are promptly entered into our database upon receipt. The item or items are tracked based on several criteria and, using a unique flagging system, are monitored several times a day.
- We collect customer feedback after service is provided, which helps us measure the level of service provided for warranty-related issues.
- All cases are closed with some form of resolution within a reasonable amount of time.

We understand that every customer is different and has unique needs, and we are committed to working with you to become your long-term partner.

Customer Service and Support Areas

Bluum Warranty Service - End-user, individual, or department person responsible within the respective organization's guidelines can contact the Bluum Customer Service Department via phone or email. Customer must provide the original Purchase Order number or invoice number. Bluum will then arrange for either on-site service or pick up/transport within the warranty guidelines and period of the individual product in question.

Bluum Warranty Support - Units sold with Bluum warranty are eligible for return to depot repair at our facilities. Support via phone/e-mail is available for Bluum warranty units. Shipping both ways is covered by Bluum for the duration of the warranty coverage period. Packaging can also be provided if required. If units are deemed not repairable, Bluum will replace them with the same or next-generation unit.

Bluum Order Support - Bluum will assist the customers who require information on their sales order statuses and received orders. We provide information about tracking, damaged goods claim, shipping carrier claims, and interaction with Bluum vendors for replacement/credit (should customer orders be lost or damaged during delivery).

- For self-tracking, please visit www.bluum.com or get in touch with your Account Executive.

- For orders that require direct manufacturer support wherein the customer cannot avail of the required assistance, Bluum Customer Service can assist on a case-by-case basis.

Manufacturer Warranty Repairs - Various manufacturers have different levels of initial failure policies. In such cases, Bluum will honor and implement those policies on behalf of the customer. However, if a manufacturer does not have an initial failure policy, the following will be actioned through Bluum.

- If a product fails within 15 days of invoice date, Bluum will arrange for the product to be picked up on a call tag by the appropriate shipper and return it to a Bluum facility for repair. Once repaired, Bluum will return the product to the customer. If not repairable, a replacement will be issued.
- If a product fails after 15 days of invoice date, Bluum will work with the customer and the manufacturer to facilitate a resolution.

Manufacturer Non-Warranty Repairs* - If the product falls outside the manufacturer warranty, Bluum will provide information on the closest manufacturer Warranty Center. If preferred, the customer may send the product to any one of our service centers in Phoenix, Arizona; Los Angeles, California; Dallas, Texas; St. Paul, Minnesota; or Markham, Ontario, Canada.

Return Policy** - If the product is shipped incorrectly or inappropriately by Bluum, the product will be picked up either by UPS or another freight shipper. If the customer has ordered the product incorrectly, the customer is responsible for returning it to Bluum or the manufacturer location.

**Note: Not all vendors/manufacturers can perform non-warranty repairs. Bluum will provide information on the nearest repair center as a form of non-warranty repair resolution in such a scenario.*

***Note: This is subject to the terms and conditions of the manufacturer.*

COVID-19 Statement

Due to unforeseen effects of the current COVID-19 outbreak, including but not limited to decreases in manufacturer operations and shipping, governmental restrictions and tariffs, and access to necessary sites/personnel, Bluum may experience delays in receiving equipment from manufacturers.

Understand that we are in constant communication with our manufacturers and will keep you apprised of any potential changes in product availability, while working with you on solutions to mitigate downtime.



HICKMAN COUNTY FINANCE OFFICE
114 North Central Avenue, Suite 203
Centerville, TN 37033

STUDENT LAB LAPTOPS

SEALED BID

Index

Page 1-3	Cover Letter
Page 4.	Laptop Proposal - DELL 7400 LATITUDE
Page 5.	Delivery Times, References
Page 6.	Conflict of Interest Disclosure Form

Prepared by:

Tim Chapman
System Liquidation Inc
1652 South 2nd Street
Plainfield, NJ 07063
Ph:908-668-0008 EXT:322
Toll Free: 1-833-547-4693
Fax:908-668-0088
Email: tim@systemliquidation.com
Website: www.systemliquidation.com



Company Overview

Since 2008, System Liquidation has been a leading provider of new and refurbished information technology equipment.

A Microsoft Authorized Gold Certified Partner and Refurbisher, we have access to millions of dollars of IT products from Tier 1 vendors like: HP, Dell, IBM, Lenovo, Samsung, and others. We have 2 warehouses-One 20,000 square foot located in New Jersey and 2nd 75,000 square foot located in Ontario, Canada. We sell our top-quality equipment to many verticals including: Government, Education, Healthcare, Manufacturers and Value-Added Resellers. System Liquidation Inc offers a strategic approach to information technology resource management and provides a cost-effective IT solution to today's demanding marketplace. System Liquidation understands that corporate capital expenditures are continuously constrained by the ever-changing economic IT marketplace.

Company Strategy and Mission

Through an efficient and diversified multi-channel marketing system, we provide customers a unique shopping experience by offering the best prices and great service on a broad selection of products and services. The mission of System Liquidation is to provide our customers with strategic cost-effective quality solutions to help resolve the continually evolving budgetary challenges associated with today's information technology.

Business Scope

Asset Disposition planning is at the core of our business model. We help our partners with the safe and environmentally conscious removal of IT equipment as their technology needs evolve. Further, as much of this equipment continues to retain value, it is our goal to allocate top value to these devices toward the purchase of newer, current, and relevant IT devices.

A handwritten signature in black ink, consisting of a stylized, cursive-like script that is difficult to decipher but appears to be a personal name.



Background and Workforce

System Liquidation founded in 2007 Plainfield NJ. System Liquidation and their sister company employ over 100 individuals who have a wide range of industry certification including: MCSE's, CCNA's and A+. The number is expected to increase in the coming years. In addition to, our employee collectively has many years of relevant work experience with professional relationships within a multitude of industries. Our staff is also able to communicate in over 10 languages. This talented group of people possess post-secondary education in many fields including; Business, Computer Science, and Electronic Engineering.

System Liquidation is dedicated to continuous measurable improvement in all our activities, which meet our customer requirements. Honesty and trust and mutual respect will be the basis for all dealings with our associates, customers, suppliers and society at large. We will constantly strive to be the industry's best suppliers of high-quality products and services. We are committed to the continuous improvement of all that we offer our clients.

Trust

We trust our customers implicitly and run our company accordingly. A good example is our warranty policy. When a customer needs to utilize the warranty, our clients simply tell us what parts are needed and we ship them. This way of thinking permeates through everything we do and the end result is that you never have to fight us to do what you want—we're always on the same side.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a first name followed by a last name.



Financial and Business Viability

System Liquidation Inc. confirms that we have not:

- a) Declared bankruptcy or made a voluntary assignment in bankruptcy;
- b) Made a proposal under any legislation related to bankruptcy or insolvency; or,
- c) Been subject to or instituted any proceedings, arrangement, or compromise with creditors including having had a receiving and/or manager appointed to hold its assets.

Proof of Insurance

System Liquidation Inc. confirms that we are able to obtain Insurance Coverage for this assignment.

Deliverables

System Liquidation Inc. confirms that we can complete and execute the Deliverables outlined in our submission document.

Non-Collusion

System Liquidation Inc. certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

Bid Compliance

System Liquidation Inc. has complied with all bid requirements and agrees to the terms and conditions as outlined in the bid document.

Willingness to Enter into Agreement

System Liquidation Inc. confirms that we are prepared to enter into an agreement with Hickman County Schools.

A handwritten signature in black ink, consisting of a stylized, cursive script that appears to be the initials "SL" followed by a long, sweeping horizontal line.

DELL LATITUDE 7400*

Intel Core i5-8350U
 8 GB RAM
 256 GB Solid State Drive
 Webcam
 Headphone Jack
 14" Full HD Display
 Windows 11 Pro
 3 Year Warranty / 1 Year Battery
 Grade A Refurbished



Dell Latitude 7400*	\$297
DELIVERY	Included
Asset Tagging and Imaging	Included
OPTIONS	
Upgrade to 512 GB SSD	+\$30 each
Upgrade to 16 GB RAM	+\$30 each

A handwritten signature in black ink, appearing to be a stylized 'R' or similar character, is located in the bottom right corner of the page.



Delivery Times

System Liquidation Inc. takes pride in only offering products that are readily available for sale. Delivery will be completed within 21 days of receipt of P.O. from Hickman County Schools

Payment Options

System Liquidation will accept a P.O. from Hickman County Schools with net payment terms of 30 days (or greater upon request)

References

Hickman County Schools

Brad Gilbert, Technology Coordinator
115 Murphree Avenue Centerville, TN 37033
brad.gilbert@hickmank12.org
931.729.3391

School District of Waukesha

Tim Mehling, Systems Administrator
222 Maple Ave, Waukesha, WI 53186
tmehling@waukesha.k12.wi.us
262.970.1052

Mitchell County Schools

Pasha Mohammed, Network Administrator
108 S Harney St, Camilla, GA 31730
Pasha_mohammed@MITCHELL.K12.GA.US
229.321.7031 X1039

A handwritten signature in black ink, appearing to be a stylized "P" followed by a long horizontal line extending to the right.



Hickman County Government

Conflict of Interest Disclosure Form

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(a) The director, purchasing agent, members of the committee, members of the county legislative body or other officials, employees, or members of the board of education or highway commission shall not be financially interested or have any personal beneficial interest, either directly or indirectly, in the purchase of any supplies, materials, equipment or contractual services for the county.

(b) No firm, corporation, partnership, association or individual furnishing any such supplies, materials, equipment or contractual services, shall give or offer, nor shall the director or purchasing agent or any assistant or employee accept or receive directly or indirectly from any person, firm, corporation, partnership or association to whom any contract may be awarded, by rebate, gift or other otherwise, any money or other things of value whatsoever, or any promise, obligation or contract for future reward or compensation.

Date: 11/23/22 Name: Tim Chapman – System Liquidation Inc

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

I have no conflict of interest to report.

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

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

Date: 11/23/22

Tim Chapman

System
Liquidation



@ Trafera.com

2550 University Ave W Ste 315-S
Saint Paul, MN 55114

(651) 888-7922

11/23/2022

Hickman County Schools
Attn: Finance Office
114 North Central Ave
Centerville TN 37033

Student Laptops

To Whom It May Concern,

Please accept our enclosed proposal for your *Student Laptops* request for quotes. We've met or exceeded all specifications outlined in the RFP. Trafera is an industry leader in innovative computing solutions for schools and government agencies. In January 2021, FireFly Computers and Trinity3 Technology united as Trafera to provide the educational technology market with the latest and greatest Chromebooks and classroom technology, and in early 2022, Louisiana-based IFP reseller and installer AXI Education Solutions joined the Trafera family. With over 33 years of combined experience, we bring you even better prices, greater product availability, and a wider range of products and services, all without sacrificing the fast, personalized service you deserve.

We currently do business with over 3,400 school districts and organizations across all 50 US states. Trafera is a Google for Education Premier Partner and one of the top 3 vendors of Google Chrome products worldwide. We are also an HP Power Partner and HP Authorized Services Provider. Our team has become experts in making technology deployments painless, and we focus on providing knowledgeable, end-to-end customer support and service options to save you time, effort, and money. By offering the right technology with the right support, we drive student achievement toward a bright future.

Trafera Account Manager

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



Your Trafera Account Manager:

Haley Koerner, Senior Account Manager

612-326-1810 (direct)

1-855-862-5120 x 2104 (toll-free)

651-888-7916 (fax)

haley.koerner@trafera.com

Proposal Overview

We are proposing the HP Zbook 15 G4, with Microsoft Office 2019 Standard Academic License and pre-installed Microsoft Office software. Custom Imaging is included at no cost. These devices are refurbished but are covered under Trafera's Refurbished Platinum 3-Year Warranty. Free destination shipping with Green Pack is also included and this proposal and pricing are valid until December 23, 2022.

Trafera specializes in technology for K-12 education, higher education, and municipal government agencies. By focusing on these specific sectors of the technology market, we've been able to partner with customers to address specific pain points in ways other vendors can't match. Whether it's stress-free setup options, convenient warranty services, or revolutionary new ways to handle parts and repairs, Trafera is fully invested in delivering one-of-a-kind solutions to help you manage your technology faster, easier, and more pain-free.

Product Specifications

HP ZBook 15 G4

- Refurbished
- 15.6 inches 1080P
- 2.8 GHz i7 7700HQ
- Quad core/w hyperthreading
- 16 GB RAM
- M.2 512GB SAMSUNG SSD
- AMD Radeon Pro WX 4150 4GB
- Wireless AC 8265
- M.2/Bluetooth
- No optical
- 3x USB3.0, 2x USB-C with Thunderbolt HDMI
- 3.5 mm audio Webcam
- 90WH 9-cell battery
- Windows 10 Pro (to be upgraded to 11 in-house)



Delivery

We estimate that we can deliver the devices 5-7 days from receipt of a purchase order. TrafEra fills orders on a first-in-first-out basis, so the earlier we receive a purchase order, the sooner we can deliver.

Due to the high volume of products we sell, TrafEra maintains an extremely favorable relationship with our manufacturers. Having our own private, climate-controlled warehouse stocked with tens of thousands of devices allows us to shorten delivery times and prevent product shortages where possible. We are committed to over-promise and under-deliver, and to providing delivery updates as soon as we receive them.

FREE Technical Assistance from TrafEra Engineers

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

TrafEra Warranty

TrafEra has pioneered innovative repair services that allow us to offer our warranties directly to our customers, removing the hassle of jumping through the channels of other 3rd parties or OEM contacts. This means TrafEra is responsible for all aspects of the warranty process. Providing the most comprehensive premium coverage in the market, our TrafEra Platinum Warranty for refurbished laptops includes:

- Shipping, Logistics, and Receiving costs both ways
- \$0.00 Deductible
- Device repair of hardware failure by TrafEra Technicians
- Delivery of Individual Parts for Self-Repair
- Accidental Damage Protection claims
- Hardware fail covered.
- 3-Year Battery coverage for Chromebooks (1 replacement per device)
- Spare Parts on-site (restrictions apply)
- Stylus/EMR Pen/Apple Pencil coverage (1 claim per device)

As an HP Authorized Services Provider, TrafEra can handle all your repairs in-house throughout the life of your devices. We make submitting warranty claims easy, just contact TrafEra by toll-free phone (855-862-5120), email (support@trafera.com), or web (<https://www.trafera.com/get-support/>).



Trafera Green Pack

As a "green" waste-reducing option, we offer our Trafera Green Pack. With this green shipping option, devices will be shipped to the destination in large "Gaylord-style" shipping boxes with cardboard or slotted foam dividers. These boxes accommodate approximately 240 devices. Trafera Green Pack saves time and reduces the number of technical staff required to unbox and distribute large technology orders. Trafera compresses and bundles the original packaging, and leftover boxes into reusable cardboard bales and disposes of the materials with a local cardboard recycler.

FREE Trafera TRAILS

TRAILS (Technology, Resources, Activities, and Investigative Lessons for Schools) is a powerful library of lessons and professional learning experiences that empower teachers to transform their instruction by broadening their technology fluency. TRAILS comes in two variations: TRAIL Guides and TRAIL Mix. TRAIL Guides are thorough, rigorous courses that follow the research-based 5E Model of Instruction. They are organized into five thematic lesson units that cover multiple weeks of instruction. These lessons are tightly aligned to Next Generation Science and ISTE Standards. TRAIL Guides follow Universal Design for Learning guidelines to ensure these lessons accommodate every learner. Looking for something a little smaller? Check out TRAIL Mix! This variation offers power-packed activities, is perfect for virtual delivery, and is designed to be taught in under 45 minutes. Every TRAIL Mix activity has fun interdisciplinary components too. When you purchase devices with Trafera, you'll have access to TRAILS, all at no charge. To create an account, visit <https://www.trafera.com/trafera-trails/>.

Resources for Success

Trafera brings you more than just products and services, we go beyond using technology hardware to drive student achievement. When you become part of our Trafera community, you're adopted into a full ecosystem of resources, guides, expert advice, insider information, social interactions, webinars, and more. The indispensable tools we bring you can help you create a technology environment where all students are connected, all staff and teachers are equipped, and every need is supported. To stay up to date on the latest resources Trafera has to offer, check out <https://www.trafera.com/shows-events/> and follow us on your social platform of choice.

Web: <https://www.trafera.com>

LinkedIn: <https://www.linkedin.com/company/traferaoofficial/>

YouTube: Search Trafera

Facebook: <https://www.facebook.com/TraferaOfficial/>

Twitter: <https://twitter.com/TraferaOfficial>



Conclusion

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

Sincerely,

A handwritten signature in cursive script, appearing to read 'Nikki Levin'.

Nikki Levin

Sr. VP of Operations, Trafera LLC

Hickman County Government

Conflict of Interest Disclosure Form

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

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

Date: 11/23/2022 Name: Chad Dehmlow

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

I have no conflict of interest to report.

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

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

Date: 11/23/2022 Signature: 



Bill to
Hickman County Schools
Customer No: 70338
 114 North Central Ave
 Suite 203
 Centerville TN 37033
 USA

Ship to
Hickman County Schools
 114 North Central Ave
 Suite 203
 Centerville TN 37033
 USA

Quote Details
 Created: November 23, 2022
 Expiration: December 23, 2022
 Created by: Haley Pryor (Koerner)
 haley.koerner@trafera.com

Estimate No: E000085734

Contract
Bid Proposal
 Bid Proposal

Products & Services

Items and Descriptions	Overview	Notes	Qty	Unit Price	Totals
ZBOOK 15 G4 CAM I7 7G 16G 512G SSD 4G VC	HP Zbook 15 G4 (Device May Include Minor Cosmetic Imperfections) 2.8Ghz i7 7700HQ quad core/w hyperthreading 16GB RAM M.2 512GB Samsung SSD AMD Radeon Pro WX 4150 4GB 15.6" 1080P Wireless AC 8265 M.2/Bluetooth No Optical 3x USB 3.0 2x USB C w/thunderbolt HDMI 3.5mm audio Webcam 90WH 9 Cell battery 10 Pro		50	\$594.00	\$29,700.00
Trafera Laptop Refurb Warranty - Platinum 3-Year - Includes Accidental Damage Protection (Per device limit of ADP: Unlimited) - \$0.00 Deductible - Hardware Fail Covered - Spare Parts On-site (restrictions apply) - We Pay to Ship Both Ways - Stylus/EMR Pen/Apple Pencil coverage (restrictions apply) - Power Adapter 1 ADP Incident			50	\$0.00	\$0.00

Microsoft Office installation	Microsoft Office installation	50	\$0.00	\$0.00
Academic Microsoft Office 2019 Standard	Microsoft Office 2019 Standard – License – for Windows PC	50	\$64.00	\$3,200.00
Trafera Custom Imaging	"Trafera Custom Imaging - Windows laptops or desktops - Capture custom image from drive or device then install on other devices on the order - Devices on order will deploy with specific Windows settings, applications, and/or software"	50	\$0.00	\$0.00
Trafera Mini Green Packing	"Trafera Mini Green Packing - Go green and reduce the amount of cardboard to recycle - Up to 16 devices bulk-packed in slotted Gaylord-style box - Slotted foam or cardboard dividers"	50	\$0.00	\$0.00
				Subtotal \$32,900.00
				Tax \$0.00
				Total \$32,900.00
				Net Terms N30

Terms and Conditions

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

Questions? Contact me

Haley Pryor (Koerner)

haley.koerner@trafera.com



Trafera

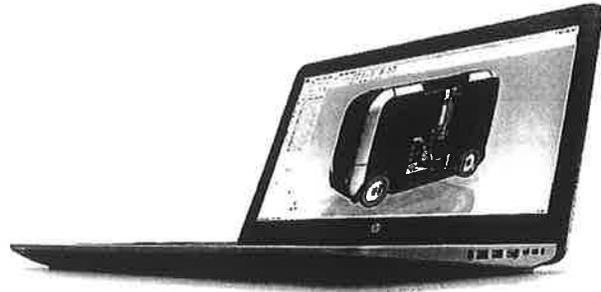
2550 University Ave W, Suite 315 - S
St. Paul MN 55114
United States

HP ZBook 15 G4 Mobile Workstation



Portable powerhouse

We built desktop workstation power, performance and expandability into a device designed for the road. Made for mobile creative and design professionals with the most demanding projects, where compromise is simply not an option.



HP recommends Windows 10 Pro for business

Discover gravity defying performance

- Made for the most demanding workloads, the HP ZBook 15 is used by NASA to help push the boundaries of science and discovery on the International Space Station. Imagine what it could do for you.

Extreme power. Impressive expandability.

- Designed for your most demanding workloads, our HP ZBook 15 is engineered with the latest Intel® Xeon® processors², NVIDIA® Quadro® or AMD Radeon™ Pro graphics, up to 3 TB of storage³ and dual Thunderbolt 3 ports.

No compromise reliability

- Confidently take on your workday with our durable & reliable HP ZBook 15. With a 3-year onsite⁵ limited warranty, 120,000 hours of testing, and 30 years of HP Z DNA this is where the fusion of innovation, performance & reliability meet.

Featuring

- Be productive in any situation. Windows 10 Pro and powerful security, collaboration, and connectivity features from HP help you power through your day on the HP ZBook 15.
- Choose from 7th generation Intel® Core™ or Intel® Xeon® processor options that bring speed and superior performance to the HP ZBook 15.
- For real-time visualization of multi-layered files and projects, experience AMD Radeon™ Pro or NVIDIA® Quadro® 3D graphics with 4 GB of video memory.
- Extremely responsive experience with heavy workloads and file sizes, with up to 64 GB DDR4 memory. Plus, help protect your data with optional ECC memory.
- Reduce boot up, file transfers and application load times by revolutionizing how your HP ZBook handles large files with 3 TB storage, including the optional dual HP Z Turbo Drives.
- Quickly and easily transfer data and connect to devices. This HP ZBook 15 is packed with multiple ports including HDMI, USB 3.0, and dual Thunderbolt™ 3 ports.
- When color accuracy is critical, the optional 4K UHD display with HP DreamColor technology provides 8 million color accurate pixels, which means crystal clear, immersive imagery.
- The HP ZBook Dock with Thunderbolt 3 quickly connects and powers your HP ZBook to compatible devices and provides support for dual 4K monitors at native resolutions.
- Get long lasting battery life, and when you need it, recharge quickly with HP Fast Charge. You'll get up 50% battery life in just 30 minutes.
- Reliable HP service is ready when you need it, including 3 years of parts, labor and onsite service with our limited warranty.
- Experience the dual-fan active cooling system designed to dissipate heat from the powerful NVIDIA® graphics cards and Intel® processors.
- The embedded Trusted Platform Module (TPM), Smart Card Reader and optional Finger Print Reader can help secure your data, e-mail, and user credentials.

HP ZBook 15 G4 Mobile Workstation Specifications Table



Available Operating Systems	Windows 10 Pro 64 – HP recommends Windows 10 Pro for business ¹ Windows 10 Home 64 ¹ Red Hat® Enterprise Linux® 7 Ubuntu FreeDOS 2.0
Processor family ^{2,3}	7th Generation Intel® Xeon® processor (E3-1535M v6, E3-1505M v6 models); 7th Generation Intel® Core™ i7 processor (i7-7700HQ, i7-7820HQ models); 7th Generation Intel® Core™ i5 processor (i5-7300HQ, i5-7440HQ models)
Available Processors ^{2,3}	Intel® Xeon® E3-1535M v6 with Intel® HD Graphics P630 (3.1 GHz, up to 4.2 GHz with Intel® Turbo Boost Technology 2.0, 8 MB L3 cache, 4 cores) Intel® Xeon® E3-1505M v6 with Intel® HD Graphics P630 (3 GHz, up to 4 GHz with Intel® Turbo Boost Technology 2.0, 8 MB L3 cache, 4 cores) Intel® Core™ i7-7820HQ with Intel® HD Graphics 630 (2.9 GHz, up to 3.9 GHz with Intel® Turbo Boost Technology 2.0, 8 MB L3 cache, 4 cores) Intel® Core™ i7-7700HQ with Intel® HD Graphics 630 (2.8 GHz, up to 3.8 GHz with Intel® Turbo Boost Technology 2.0, 6 MB L3 cache, 4 cores) Intel® Core™ i5-7440HQ with Intel® HD Graphics 630 (2.8 GHz, up to 3.8 GHz with Intel® Turbo Boost Technology 2.0, 6 MB L3 cache, 4 cores) Intel® Core™ i5-7300HQ with Intel® HD Graphics 630 (2.5 GHz, up to 3.5 GHz with Intel® Turbo Boost Technology 2.0, 6 MB L3 cache, 4 cores)
Chipset	Mobile Intel® CM236 integrated with processor
Display size (diagonal)	15.6"
Viewing angle	##displayviewangle##
Maximum memory	64 GB DDR4-2400 ECC SDRAM or 64 GB DDR4-2400 non-ECC SDRAM ^{4,5} Transfer rates up to 2400 MT/s for systems with less than 32 GB. Transfer rates up to 2133 MT/s for systems with greater than 32 GB. Non-ECC memory only available with Intel® Core™ processors. ECC memory only available with Intel® Xeon® processors.
Memory slots	4 SODIMM
Internal storage	500 GB SATA (7200 rpm) ⁶ 1 TB SATA (5400 rpm) ⁶ 500 GB SATA SED (7200 rpm) ⁶ 500 GB SATA SED FIPS 140-2 (7200 rpm) ⁶ 500 GB (8 GB cache) SATA SSHD ⁶ 256 GB up to 1 TB SATA SSD ⁶ 256 GB M.2 SATA SED SSD ⁶ 512 GB M.2 SATA FIPS SSD ⁶ 256 GB HP Z Turbo Drive G2 (NVMe™ PCIe® TLC SSD) ⁶ 512 GB HP Z Turbo Drive G2 (NVMe™ PCIe® TLC SED SSD) ⁶ 256 GB up to 1 TB HP Z Turbo Drive G2 (NVMe™ PCIe® MLC SSD) ⁶
Display	15.6" diagonal FHD IPS anti-glare (1920 x 1080) 15.6" diagonal UHD DreamColor IPS anti-glare (3840 x 2160) 15.6" diagonal FHD IPS touch screen (1920 x 1080) 15.6" diagonal FHD anti-glare (1920 x 1080)
Available Graphics	Integrated: Intel® HD Graphics 630; Intel® HD Graphics P630 ^{9,10} Discrete: AMD Radeon™ Pro WX 4150 (4 GB GDDR5 dedicated); NVIDIA® Quadro® M620 (2 GB GDDR5 dedicated); NVIDIA® Quadro® M1200 (4 GB GDDR5 dedicated); NVIDIA® Quadro® M2200 (4 GB GDDR5 dedicated) ¹¹ (Intel® HD Graphics 630 integrated on Core™ i7 and Core™ i5 processors. Intel® HD Graphics P530 integrated on Xeon® processors.)
Audio	Bang & Olufsen HD audio. Integrated stereo speakers and microphone (dual-microphone array when equipped with optional webcam). Button for volume mute, functions keys for volume up and down. Combo microphone-in/stereo headphone-out jack.
Expansion slots	1 SD UHS-II flash media; 1 smart card reader (SD supports next generation secure digital and is backward compatible to SDHC, SDXC)
Ports and Connectors	Left side: 1 RJ-45; 1 USB 3.0 (charging); 1 VGA Right side: 1 power connector; 2 USB Type-C™ (Thunderbolt™ 3, DisplayPort™ 1.2, USB 3.1); 2 USB 3.0; 1 stereo microphone-in/headphone-out combo
Available Keyboards	HP Spill Resistant Keyboard (backlit with function key control) with numeric keypad
Available Pointing Devices	Image sensor touchpad with on/off button, two-way scroll, gestures, three pick buttons. Pointstick with three additional pointstick buttons.
LAN Network Interface	Integrated Intel® I219-LM Gigabit Network Connection
WLAN ⁷	Intel® Dual Band Wireless-AC 8265 802.11a/b/g/n/ac (2x2) Wi-Fi and Bluetooth® 4.2 Combo Intel® Dual Band Wireless-AC 8265 802.11a/b/g/n/ac (2x2) non-vPro™ Wi-Fi and Bluetooth® 4.2 Combo
WWAN ⁸	HP lt4120 Qualcomm® Snapdragon™ X5 LTE Mobile Broadband Module HP lt4132 LTE/HSPA+ 4G Mobile Broadband Module HP hs3210 HSPA+ Mobile Broadband Module
Camera ^{9,12}	720p HD webcam (optional)
Available Software ^{13,14,15,16}	HP Mobile Workstations are shipped with a variety of software titles including: HP Performance Advisor, HP Remote Graphics Software (HP RGS), HP Velocity, HP Client Security Suite Gen3, HP ePrint Driver+JetAdvantage, HP Recovery Manager, HP WorkWise (requires Bluetooth), HP LAN-WLAN Protection, HP Hotkey Support, HP Jumpstart, HP Support Assistant, HP Noise Cancellation, Buy Office, Bing Search, Skype. Please refer to this product's quickspec document for a full list of preinstalled software.
Security management ^{17,18,19}	Absolute Persistence Module; DriveLock and Automatic DriveLock; HP FingerPrint Sensor (optional); Integrated smart card reader; One-step login; Optional USB port disable at factory (user configurable via BIOS); RAID (available as a configurable option); Removable media write/boot control; SATA port disablement (via BIOS); Security lock slot; Serial, parallel, USB enable/disable (via BIOS); Setup password (via BIOS); Support for Intel® AT; Power-on password (via BIOS); HP BIOSphere with Sure Start Gen3; Common Criteria EAL4+ Augmented Certified Discrete TPM 2.0 Embedded Security Chip
Power	150 W Slim Smart AC adapter (external)
Battery type	HP Long Life 9-cell, 90 Wh Li-Ion polymer (with HP Fast Charge support)
Dimensions	15.2 x 10.4 x 1 in; 386 x 264 x 26 mm
Weight	Starting at 5.7 lb; Starting at 2.6 kg
Ergonomic features	##displaytiltswi##
Energy efficiency compliance ²⁰	ENERGY STAR® certified and EPEAT® registered configurations available
Environmental specifications ²¹	Low halogen
Warranty	3 year or 1 year limited warranty options available, depending on country. Batteries have the same 1 year or 3 year limited warranty as the platform. 24/7 operation will not void the HP warranty. Optional HP Care Pack Services are extended service contracts which go beyond your standard limited warranties.

HP ZBook 15 G4 Mobile Workstation

Accessories and services (not included)

**HP 3 year Next Business Day Onsite
Hardware Support w/Accidental
Damage Protection-G2 for
Notebooks**



When hardware issues come up, the sooner you can get running again, the better. Have expertise at the ready with HP Hardware Next Business Day¹ Onsite Service with Accidental Damage Protection, and vastly improve your product uptime. With high-quality remote assistance or convenient onsite support available the next business day, help is there when you need it—so you can get back to work.
Product number: UF631E

HP ZBook 15 G4 Mobile Workstation

Messaging Footnotes

- ¹ Not all features are available in all editions or versions of Windows. Systems may require upgraded and/or separately purchased hardware, drivers and/or software to take full advantage of Windows functionality. Windows 10 is automatically updated, which is always enabled. ISP fees may apply and additional requirements may apply over time for updates. See <http://www.windows.com>.
- ² Multicore is designed to improve performance of certain software products. Not all customers or software applications will necessarily benefit from use of this technology. Performance and clock frequency will vary depending on application workload and your hardware and software configurations. Intel's numbering, branding and/or naming is not a measurement of higher performance.
- ³ For hard drives, GB = 1 billion bytes. TB = 1 trillion bytes. Actual formatted capacity is less. Up to 30GB (for Windows 10) of system disk is reserved for system recovery software.
- ⁴ Sold separately or as an optional feature.
- ⁵ Onsite service may require an optional HP Care Pack. Availability may vary.
- ⁶ Recharges your battery up to 50% within 30 minutes when the system is off or in standby mode. Power adapter with a minimum capacity of 65 watts is required. After charging has reached 50% capacity, charging will return to normal. Charging time may vary +/-10% due to System tolerance.
- Screen images courtesy of Local Motors and Autodesk.

Technical Specifications Footnotes

- ¹ Not all features are available in all editions or versions of Windows. Systems may require upgraded and/or separately purchased hardware, drivers, software or BIOS update to take full advantage of Windows functionality. Windows 10 is automatically updated, which is always enabled. ISP fees may apply and additional requirements may apply over time for updates. See <http://www.microsoft.com>.
- ² Multicore is designed to improve performance of certain software products. Not all customers or software applications will necessarily benefit from use of this technology. Performance and clock frequency will vary depending on application workload and your hardware and software configurations. Intel's numbering, branding and/or naming is not a measurement of higher performance.
- ³ In accordance with Microsoft's support policy, HP does not support the Windows® 8 or Windows 7 operating system on products configured with Intel and AMD 7th generation and forward processors or provide any Windows®8 or Windows 7 drivers on <http://www.support.hp.com>.
- ⁴ Maximum memory capacities assume Windows 64-bit operating systems. With Windows 32-bit operating systems, memory above 3 GB may not all be available due to system resource requirements.
- ⁵ Only 2 DIMM configurations run at 2400 MHz and 4 DIMM configurations run at 2133 MHz.
- ⁶ For storage drives GB = 1 billion bytes. TB = 1 trillion bytes. Actual formatted capacity is less. Up to 30 GB (for Windows 10) is reserved for system recovery software.
- ⁷ Wireless cards are optional or add-on features and requires separately purchased wireless access point and internet service. Availability of public wireless access points limited. The specifications for the 802.11ac WLAN are draft specifications and are not final. If the final specifications differ from the draft specifications, it may affect the ability of the notebook to communicate with other 802.11ac WLAN devices.
- ⁸ WWAN is an optional feature. WWAN use requires separately purchased service contract. Check with service provider for coverage and availability in your area. Connection speeds will vary due to location, environment, network conditions, and other factors. 4G LTE not available on all products, and in all regions.
- ⁹ HD content required to view HD images.
- ¹⁰ Intel® HD graphics 630 is configurable as a standalone graphics option; Intel® HD graphics P630 only used when NVIDIA® Optimus™ Technology is enabled.
- ¹¹ NVIDIA® Quadro® mobile professional graphics support up to four independent displays when using a HP ZBook Dock with Thunderbolt 3 (sold separately) or DP 1.2 hubs with MST. AMD Radeon™ Pro professional graphics support up to six independent displays when using an HP ZBook Dock with Thunderbolt 3 (sold separately) or DP 1.2 hubs with MST.
- ¹² Optional or add-on feature.
- ¹³ HP ePrint Driver requires an internet connection to HP web-enabled printer and HP ePrint account registration (for a list of eligible printers, supported documents and image types and other HP ePrint details, see www.hp.com/go/businessmobileprinting).
- ¹⁴ HP Remote Graphics Software requires a Windows, Linux®, or Mac® OS X 10.10 and newer operating system and network access.
- ¹⁵ HP Workwise smartphone app is available as a free download on the App Store and Google Play. See requirements at www.hp.com/go/workwise.
- ¹⁶ HP Client Security Suite Gen3 requires Windows and Intel® or AMD 7th Gen processors.
- ¹⁷ BIOS Absolute Persistence module is shipped turned off, and will be activated when customers purchase and activate a subscription. Service may be limited. Check with Absolute for availability outside the U.S. The optional subscription service of Absolute Recovery Guarantee is a limited warranty. Certain conditions apply. For full details visit: <http://www.absolute.com/company/legal/agreements/computrace-agreement>. If Data Delete is utilized, the Recovery Guarantee payment is null and void. In order to use the Data Delete service, customers must first sign a Pre-Authorization Agreement and either create a PIN or purchase one or more RSA SecurID tokens from Absolute Software.
- ¹⁸ Intel AT security requires a separately purchased Absolute Computrace service subscription and must be activated and configured. Check with Absolute for availability in your country. Intel and HP assume no liability for lost or stolen data and/or systems or any other damages resulting therefrom. See <http://www.intel.com/technology/anti-theft/>.
- ¹⁹ Sure Start Gen3 is available on HP Zbook products equipped with Intel® 7th generation processors.
- ²⁰ EPEAT® registered where applicable. EPEAT registration varies by country. See www.epeat.net for registration status by country.
- ²¹ External power supplies, power cords, cables and peripherals are not low halogen. Service parts obtained after purchase may not be low halogen.

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4AA6-9544, 2019 November 20



Trinity3 and FireFly are now Trafera!



TRAFERA

Support and Services



"This organization is high quality and founded on good values. They are our number 1 choice for purchasing technology as we find they present us with the best solutions, purchasing options, value and client service!"

 Ramiro Salto
Serena Community UD #2, IL



In the 20+ years of being a technology coordinator for our school district, [Trafera] has been one of the best companies to work with. Their sales people are amazing. Their service and support are awesome.

 Noel Erskine
Norris School District, IL

Before they ship

CHROMEBOOK FLEET SETUP

Premium White Glove

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

Etching and Asset Tagging

- Customizable to your district

CARTS, CASES, AND MORE

Charging Carts and Cabinets

- Top manufacturers and models for education available
- Buy Chromebooks and Carts together for professional pre-wiring and in-cart shipping

Cases and Shells

- Devices pre-installed in cases or shells (by request)

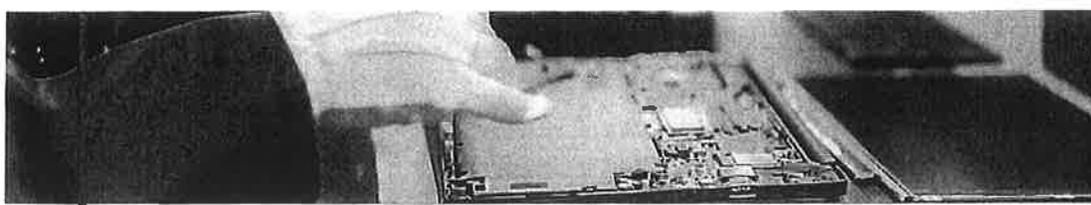
CUSTOM SHIPPING

Bulk Packaging and Shipping

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

trafera.com





When they need repairs

WARRANTY SUPPORT

Trafera Warranties

- Single point of contact for all your warranty repair needs
- All logistics, shipping, and repairs are done by Trafera's in-house staff
- Warranty levels let you get as much or as little coverage as your school needs

Extended Warranties and Accident Damage

- Authorized Services Provider (ASP) for most manufacturers
- Fast turn-around times

Trafera Smart Ship

- Free shipping both ways for bulk-device repairs
- Convenient packaging provided, free of charge

ALTERNATIVE REPAIR OPTIONS

Trafera Smart Repair

- All the convenience of a warranty, but only pay for the repairs you need.
- Cause of breakage doesn't matter, there's no need for tracking down serial numbers, and you can use credits on any device, even if you didn't purchase it from us.
- Credits good for professional repairs and Chromebook parts

DIY Repair Kit

- Professional tools for two or more technicians to complete just about every Chromebook repair
- Get started with our free Student Repair Program Starter Guide

Chromebook Parts Store

- Online portal for finding and buying Chromebook parts

We're with you the whole time.

TRAFERA WARRANTIES



Trafera Silver Warranty

1-4 Year Warranty



Trafera Gold Warranty

1-4 Year Warranty with
Accidental Damage Protection (ADP)



Trafera Platinum Warranty

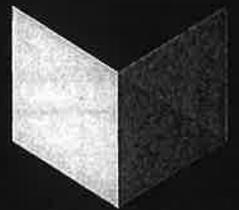
Premium 1-4 Year Warranty with
Accidental Damage Protection (ADP)



- 🌐 trafera.com
- @ sales@trafera.com
- ☎ (651) 888-7922

Contact Trafera
for more information

So, you just got
new classroom tech.
Let TRAILS help you
teach more effectively
with it.



TRAILS
by TRAFERA

What is TRAILS?

TRAILS Digital Lesson Library is a powerful online resource for educators that helps connect the dots between new technology and real-world teaching experiences. Every TRAILS lesson within the library introduces a new app, tool, or concept that helps teachers build confidence in an increasingly tech-based classroom.

- ✓ Comprehensive, multi-lesson units (TRAIL Guides)
- ✓ Grab-n-go lessons (TRAIL Mix)
- ✓ Fun and engaging interdisciplinary activities

Developed by Teachers

and written by
accredited educators
passionate about
teaching with tech.

Virtual Learning Ready

and designed to work
for instruction both in
and out of the
classroom.

Carefully Aligned

to follow UDL guidelines
and ISTE standards and
peer reviewed for quality
assurance.



COMPUTER
SCIENCE

E.L.A.

MATH

SCIENCE

SOCIAL
STUDIES

ENGINEERING
& DESIGN



Empower teachers to transform instruction through tech fluency.

Do you ever think, “I have all this technology that I know I should be using with my students, but I don’t even know where to start!”? If so, you’re not alone!

TRAILS Digital Lesson Library was created by passionate educators just like you as a source of inspiration for ed-tech best practices. Every TRAILS lesson is tightly aligned to standards and packed full of fun and easy-to-use technology tools that **give your students the learning experiences they deserve.**

DIGITAL
CITIZEN-
SHIP

ART

CODING

HEALTH

PHYSICAL
EDUCATION

FOREIGN
LANGUAGE

Transform Learning Experiences.

A TRAILS learning experience is noticeably different than a traditional lesson. It addresses learning standards in a fresh and exciting way using tools that will shape the way students learn, develop, and work throughout their education.



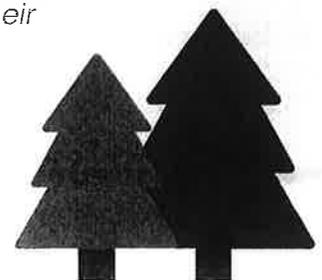
Broaden Teacher Tech Fluency.

Each lesson introduces new apps, tools, and ideas for building engaging classroom experiences around technology. This builds the capacity to genuinely engage students and close achievement gaps.



"We've had teachers who were paralyzed when it came to teaching with tech. With TRAILS, they were able to break out of their shells and adopt new technology enthusiastically!"

Johnny A. Hill | Educator | MA



Free Demo! Give TRAILS a Try!

Share these lessons with fellow teachers to see if TRAILS is right for your school's classrooms.

TRY TRAIL Mix

Bite-sized lessons for Click or Brick

Length: Single Lesson (30-60 minutes)

These little lessons were designed to make technology use easy, approachable, and fun! Just like the real stuff, with TRAIL Mix, you can take just a small handful of tech lessons (or gobble up a whole lot!) to fuel your class' learning experiences.

[VIEW LESSON](#)



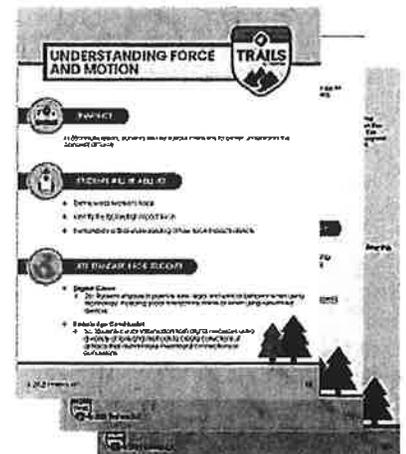
TRY TRAIL Guides

Multi-lesson learning adventures

Length: Full Unit (4-6 lessons)

These rigorous lessons follow the research based 5E Model of instruction, and are organized into 5-lesson thematic units that cover multiple weeks of instruction. TRAIL Guides are tightly aligned to Next Generation Science and ISTE Standards. Also, TRAIL Guides follow Universal Design For Learning guidelines to ensure they accommodate every learner.

[VIEW LESSON](#)





Trafera Limited Warranties

Including Accidental Damage Protection

Streamline your warranty process with a Trafera Warranty. We proudly offer our Silver, Gold, and Platinum Warranties directly to our customers, giving you **a single point of contact for any and all repairs**. All logistics and logistic costs—from shipping/receiving to the actual repairs—are handled by Trafera’s in-house staff at our Minnesota technical facilities. Maintaining your devices truly couldn’t be simpler.



Trafera **Silver Warranty** 1-4 Year Warranty

- \$0.00 Deductible
- Hardware Fail Covered
- We Pay Return Shipping



Trafera **Gold Warranty** 1-4 Year Warranty

- **Includes Accidental Damage Protection (ADP)**
- Available on Select Chromebooks & Laptops
- \$0.00 Deductible
- Hardware Fail Covered
- We Pay to Ship Both Ways
- Stylus/EMR Pen/Apple Pencil*



Trafera **Platinum Warranty** 1-4 Year Warranty

- **Includes Accidental Damage Protection (ADP)**
- Available on Select Chromebooks & Laptops
- \$0.00 Deductible
- Hardware Fail Covered
- Theft / Loss***
- Spare Parts On-site
- We Pay to Ship Both Ways
- Extended Battery Coverage
- Stylus/EMR Pen/Apple Pencil*



Trafera Warranty Summary

Compare Warranties

TRAFERA SILVER
(Similar to OEM warranty)
TRAFERA GOLD
(Trafera default warranty)
TRAFERA PLATINUM
(Premium coverage)

	TRAFERA SILVER (Similar to OEM warranty)	TRAFERA GOLD (Trafera default warranty)	TRAFERA PLATINUM (Premium coverage)
DEDUCTIBLE	\$0	\$0	\$0
HARDWARE FAIL	✓	✓	✓
ACCIDENTAL DAMAGE PROTECTION		✓	✓
PER DEVICE LIMIT OF ADP		1	Unlimited
SPARE PARTS ON-SITE			✓
THEFT/LOSS***			✓
SHIPPING	We pay return shipping	We pay shipping both ways	We pay shipping both ways
BATTERY	1 Year OEM	1 Year OEM	1 Year Laptop/3 Year New Chromebook (1 Replacement each)
AC ADAPTER	N/A	Mfg defect + 1 ADP incident**	Mfg defect + 1 ADP incident**
STYLUS/EMR PEN/APPLE PENCIL	Mfg defect	Mfg defect + 1 ADP incident*	Mfg defect + 1 ADP incident*

* Trafera warranties exclude replacement of lost or stolen stylus/EMR pen/Apple pencil. Trafera will replace a manufacturer's defective unit or damage event for the lifetime of the warranty period with the pre-exchange of the damaged unit (damage incident clause applies to Gold and/or Platinum warranty only)

** Trafera warranties exclude replacement of lost or stolen AC Adapters. Trafera will replace a manufacturer's defective unit or damage event for the lifetime of the warranty period with the pre-exchange of the damaged unit (damage incident clause applies to Gold and/or Platinum warranty only).

*** Coverage for theft/loss is limited to up to two percent (2%) of the total units purchased at one time or under warranty agreement (theft/loss clause applies to Platinum warranty only). Trafera excludes replacement of lost or stolen stylus/EMR pen/Apple pencil or AC Adapters. For units reported due to theft, a copy of a police report is required and must be submitted to Trafera with the claim. Further, in instances of theft/loss, the end customer is required to set the device to "disable" (lock the device) in the Google Admin Console.

This document is subject to the Trafera Limited Warranty Statement located at trafera.com/warranty-terms/.

[VIEW FULL WARRANTY STATEMENT >>>](#)

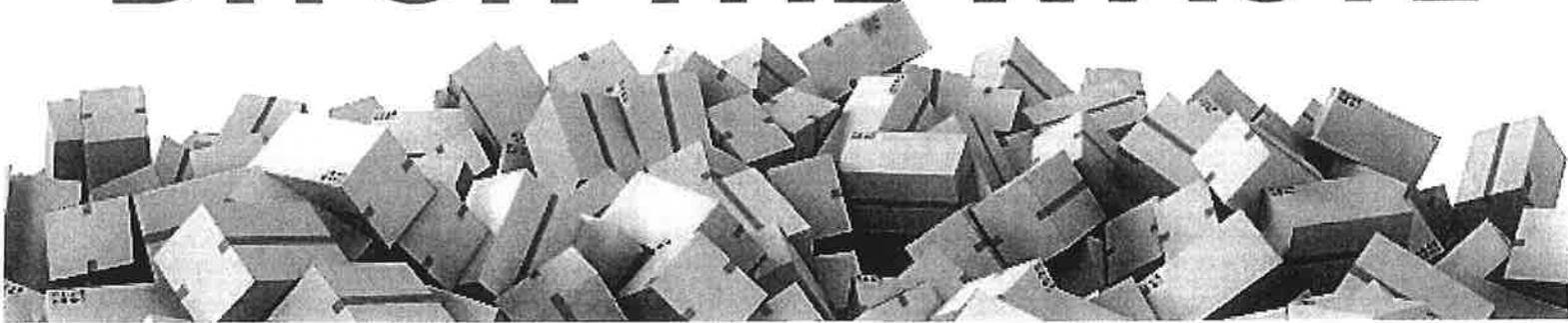


trafera.com
sales@trafera.com
 (651) 888-7922

Contact Trafera
for more information



DITCH THE WASTE



TRAFERA GREEN PACK

GO GREEN WHEN YOU BUY FROM TRAFERA.

Wave good-bye to the mountain of cardboard. Instead of shipping in individual boxes, bulk-shipped devices arrive in palletized Gaylord-style boxes with slotted foam or cardboard dividers that can hold approximately 240 units each. Non-palletized options are also available for smaller bulk packaging orders.

Trafera Green Pack not only saves your hands from the pain of repeatedly opening hundreds of cardboard boxes, it also saves you the time and expense of disposing of all those empty boxes. Best of all, instead of sending them into the waste stream, we compress and bundle our leftover boxes into re-usable cardboard balls that get picked up by a local cardboard recycler.

Buying charging carts? Trafera can pre-wire the carts and ship your devices inside for a fully hands-free deployment. You may never have to touch your Chromebooks again!

Even more great solutions for your device deployment at www.trafera.com



**CONVENIENT,
ECO-FRIENDLY,
AND JUST PLAIN EASY.**

Just another reason why Trafera is the top favorite of schools everywhere for 1-to-1 student technology.



+



TRINITY3
TECHNOLOGY

are now...

About Trafera

Bringing everything that was great about Trinity3 and FireFly together as Trafera means you'll have the undisputed industry leader in school and government technology as an advocate in your corner. As the new #1 provider of Chromebooks and classroom technology in North America, we'll be able to bring you even better prices, greater product availability, and a wider range of products and services, all without sacrificing the fast, personalized service you deserve.

Trafera is the best of both worlds, plus a whole lot more.



Your goals. **Our mission.**

Each student **connected**

- ✔ Devices & Accessories
- ✔ Software
- ✔ Security & Web Filtering
- ✔ Internet Access

Every teacher **empowered**

- ✔ Work-From-Home Solutions
- ✔ Interactive Flat Panels
- ✔ Digital Curriculum
- ✔ Professional Development
- ✔ Conferencing Tools

All needs **supported**

- ✔ Comprehensive Warranties
- ✔ Repairs
- ✔ White Glove Deployment
- ✔ Guides, Blogs, & Community
- ✔ Leasing & Buy-Backs



TRAFERA

@ trafera.com

2550 University Ave W suite 315-S, St Paul, MN 55114

(651) 888-7922

INVITATION TO BID

The Hickman County Finance Office is accepting sealed bids for school bus units.

Bids for up to four (4) conventional seventy- seven (77) passenger school buses.

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

Specifications and bid requirements may be obtained from Steven George, Director of Transportation, Hickman County Schools by calling 931-729-3391 Ext. 2241, by email at steven.george@hickmank12.org or online at: www.hickmank12.org/request-for-proposal.

Sealed bids must be mailed or delivered to the Hickman County Finance Office, 114 North Central Avenue, Suite 203, Centerville, TN 37033 and clearly marked on the outside of the bid envelope "School Bus Units."

Bids will be opened on Monday, November 14, 2022 at 10:00 a.m. at the Finance Office.

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

*Bid Rec'd
Central State Bus Sales, Inc.*

*135424.00 per unit
541,696.00 for 4*

*Present Penny Mayberry
Misty Weems*

SCHOOL BUS SPECIFICATIONS

UNIT MUST MEET ALL STATE AND FEDERAL SPECIFICATIONS. PLEASE NOTE ANY DEVIATIONS BESIDE THE RESPECTIVE DESCRIPTION. ALL DEVIATIONS WILL BE CONSIDERED.

WARRANTIES: Towing to be included for life of all applicable warranties.
Five Year Bumper to Bumper
Power Train Five year or 100,000 mile warranty.

CHASSIS MINIMUM REQUIREMENTS

ALTERNATOR: Must be a 240 amp minimum, 12 volt.

AXLES: Front: 12,000 # rating minimum, "I" beam type. Rear 23,000 Minimum. Both axles made by same manufacturer.

BATTERIES: 2100 CCA Minimum. Double 00 gauge battery cables. Battery compartment to have a sliding tray with stop. **With cutoff switch in battery box**

BRAKES: Dual air with Bendix anti-lock system, Front: - 16.5" x 5" x 7/8" thick, Rear: -16.5" x 7" x 7/8" thick. Air compressor to be 13.2 CFM min. Three air tanks provided with total capacity of 4,760 cu. In. Bendix AD-9 air dryer.

BUMPERS: Minimum of 12" after forming front and rear steel plate bumpers. The rear bumper shall have a 14" wrap-around. Front and rear bumpers must be bolted not welded to frame with grade 8 bolts.

ENGINE: Cummins Diesel, in line six configuration, 220 minimum H.P. Must have minimum of 600 ft. lb. gross torque minimum. Engine Warning system. 750 watt heater. High/low idle and cruise control. One bus is to come with Cummins Quick Serve and Cummins Insite Subscription and Engine Diagnostics Equipment.

FRAME: Must be one piece. No frame extension. Completely painted for rust and corrosion protection. 50,000 psi minimum.

EXHAUST: To exit the rear of the bus thru the bumper.

FUEL TANK: 100 gal. Min. Sender inspection access plate. Fuel system must include 2 fuel/water separators. One spin-on type at the engine and a second filter element with see through bowl and self-venting drain. Fuel tank to have heat shields if within 12 inches of the exhaust system. Must Have Interlock system , 5yr unlimited mile warranty

GAUGES: Seven digit speedometer/odometer, fuel, voltmeter, oil pressure, tachometer, hour meter, coolant temperature, dual air brake gauges.

Warning systems include: low air pressure light and buzzer, high temp./low oil pressure light and buzzer, low coolant light.

SAFETY: Electronic Stability Control

SHOCKS: Air Ride Suspension System front and rear. Dual action piston type: Two front and two rear required. 1 3/4" bore.

STEERING: Tilt wheel. Full power

TIRES: Tubeless radial tires as needed 11R x 22.5; 16 ply rating highway.

TOW HOOKS: Unit to be equipped with tow hooks. 2 front; 2 rear.

TRANSMISSION: ALLISON 2400 automatic transmission / Ford 6r140 6spd Automatic Transmission w/5yr unlimited mile warranty, transmission, cooling accomplished by an oil cooler mounted external from transmission, minimum capacity 1,530 BTUs per minute with external spin-on filter.

WHEELS: HUB ALIGNED 22.5 x 8.25, painted black.

WIRING: Color and number coded. Protected by blade type fuses. Resistant to heat, abrasion, and solvents.

BODY REQUIREMENTS

COMPARTMENTS: Storage compartment to be located over windshield area. Add glove box at door in dash. Add padded arm rest with storage.

CONSTRUCTION: Entire body surface including the floor construction shall meet FMVSS 221 in all joints.

FLOOR PANELS: Shall be 14 gauge heavily galvanized steel. They shall be welded and riveted at reinforcements. These main floor cross-members must be full width to outer sheet metal on each side of body for maximum collision protection.

ROOF BOWS: 14 gauge hat-shaped roof bows one piece from floor overhead to floor on the other side shall be used. Bows shall end upon floor overhead to floor on the other side shall be used. Bows shall end upon floor at each side for maximum rollover strength.

BODY SHEET METAL: Four 16 gauge applied rub rails plus one embossed for a total of five. Embossed rain visor over each window. Skirts to be 16 ¼" measured from the floor level. These rails to be riveted to structured bows and side panels with buck rivets. Body shall be fully undercoated, under floor, skirt panels and wheel wells prior to mounting on chassis. Rain visors to be embossed in roofing sheet metal over each window. These roof sheets shall be one piece from window top to window top on the other side for maximum strength. They shall be double lapped and secured with two rows of rivets for additional strength.

CROSSING ARM: Front bumper crossing arm equipped **to be air operated**

STOP SIGN: **To be air operated**

DOORS: Entrance: Outward opening door, air operated with Kentucky switch. 30" full opening and 1,500 sq." of glass area. Stainless steel grab rail. Rear emergency 36" x 51" to have upper and lower glass. Retainer to hold door open. Rear door to have red stop warning lighted sign in center of door

FLOORING: Black rubber flooring with white colored nosing on each step. Molded rubber covers required over front and rear interior wheel-housings. Rounded rustproof molding to be installed where the floor meets the wall on each side.

HEADROOM: Interior headroom to be 77" full length of bus.

HEATERS: 90,000 BTU front heater/defroster, 80,000 BTU rear heater **mounted behind rear wheels.** Two 6" dash fans. Front heater to have a removable filter. Rear heat with filter

INSULATION: 1 ½" thick fiberglass in roof, front, and rear. 1 ½" mineral wool blanket type insulation on sides to insure vertical integrity.

IDENTIFICATION: School system name 6" HICKMAN COUNTY SCHOOLS & 6" Numbers Front - Rear and sides

LIGHTS: **Warning light system meeting current federal specifications. All red overhead and stop arm lights to be strobe LED lights.** Side directional lights mounted on right and left. 5" back up lights, 7" tail lights. **Warning lights to be hooded.** Roof strobe with guard. Interior lights: Step well light and dome lights. **All lights to be LED, light system monitor display within view of driver.**

MIRRORS: Interior: 6" x 30" non-glare, adjustable. Exterior: Heated mirrors meeting federal and state standards.

SUN VISOR: 6" x 30" transparent, adjustable, left above driver only.

MUD FLAPS: Unit to have front and rear mud flaps.

FENDERS: Two rubber rear fenders.

NOISE REDUCTION: This will include acoustic ceiling and plywood floor in the front two sections. **Reflective padding attached to underside of engine hood to reduce engine heat and noise.**

PAINT: **White Roof**, Exterior; heat cured polyurethane.

PARTS LINE REPORT: A print out of the build sheets

SAFETY: Four push out windows and two roof hatches **Spheros brand**. One inch full length side reflective tape at floor line.

CHILD REMINDER SYSTEM: **Doran**

SEATS:	Seat Belt Ready Frames
Seat/Driver	Air operated with brown fabric and high back w/tilt
	Left and right arm rests
Seat/Passenger	DOT seats with brown upholstery.

SIDE PANELS: Interior - Aluminized steel side walls with mar-resistant finish.

SOLENOID: Disconnects all body circuits when ignition is turned off.

STEPWELL: Slant three step entrance.

VENTILATION: Driver's fresh air vent with dash control and static roof vent.

WINDOWS: **Clear split sash design with latches with aluminum frames only.**

WINDSHIELD: Flat laminated safety glass or one piece bonded/tinted.

WIPERS: Wet arm type. To be equipped with intermittent.

WIRING: Color and number coded. Protected by auto resetting circuit breakers. Accessible without removing windows.

HORN/ALARMS: Dual electric horn located away from wheel splash area.
112 dbs. Back up alarm.

SAFETY EQUIPMENT: Triangle kit with case mounted in driver's area. Fire extinguisher- 5 pound mounted in driver's area First Aid Kit as well as a biohazard kit mounted in driver's area.

PA's and RADIOS: AM/FM CD PLAYER /PA stereo WITH AUX PORT, 4 interior speakers flush mounted. To have one flush mounted PA speaker mounted in front of cab for PA system.

CAMERA: REI HD SERIES 8 camera system - WITH 320 GB HARD DRIVE, Four Cameras on both side walls with the 180 degree cameras and one camera out the front

Two Way Communication Radio: School district will provide

ITEMS TO BE PRICED SEPARATELY

ENGINE: Ford 6.8L Propane Engine w/ 5yr unlimited mile warranty
(7.3L Propane) **\$4,500.00**

SEATBELT: Three seat belts to a seat **\$5,800.00**

DISC BRAKES: Air disc on both front and rear axles **\$2,150.00**

SUSPENSION: Without Air Ride **\$1,600 Diesel**
\$1,000 Propane
Front Air suspension N/A on propane



HICKMAN COUNTY BOARD OF EDUCATION
Bus bid: Conventional 77 passenger school buses
November 14, 2022, 10:00 AM

EXCEPTIONS:

WARRANTIES:	Five Year Bumper to Bumper included; Five Year Towing ADD \$4,000.00
TRANSMISSION:	Allison 2500 PTS for diesel

Hickman County Government
Conflict of Interest Disclosure Form

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

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

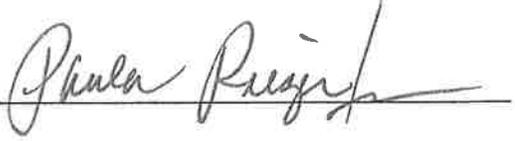
Date: November 14, 2022 Name: Paula Rieger, Regional Sales Manager

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

I have no conflict of interest to report.

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

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

Date: November 14, 2022 Signature: 



November 14, 2022

DISCLAIMER

DELIVERY: Due to current supply chain issues across the world, we are unable to accept liability for any late deliveries at this time. That said, we are confident that after receipt of a purchase order, we can build the bus that meets your specifications and have delivered to you within 210 to 270 days and will make every effort towards that goal.

PRICING: All pricing is subject to manufacturer surcharges which are beyond the control of Central States Bus Sales. If a surcharge is imposed, CSBS will provide documentation and the price or payment will be adjusted accordingly.

LEASE/LEASE PURCHASE: All lease and lease purchase payments are based on an estimated rate. The interest rate cannot be locked in until 90 days prior to delivery. Any rate variation up or down from the estimated rate will be communicated to the district when the rate can be locked in, and the pricing with respect to any definitive transaction will be adjusted to reflect market interest rates subsequent to the date of this proposal.

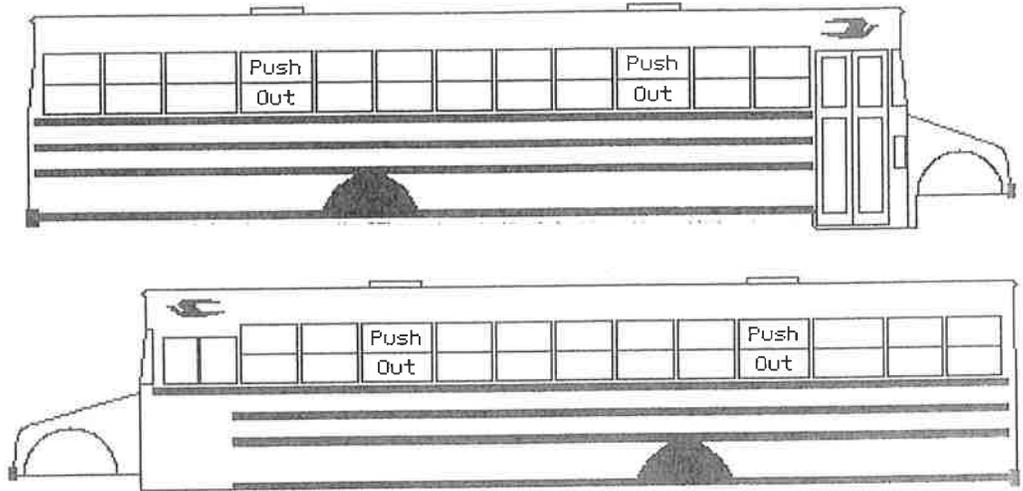
Boyd C. Harvill

Boyd C. Harvill
General Manager

Quote Id: 217654

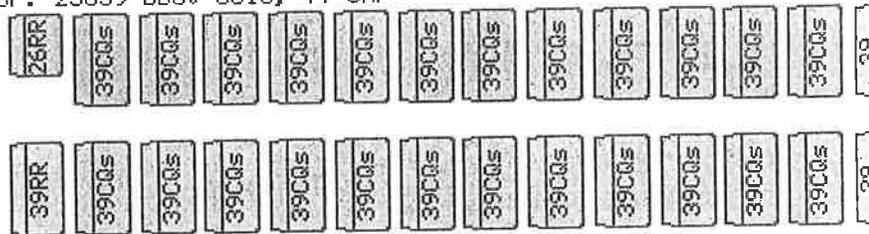
Body Plan / Seat Plan Information

Body Plan: 5014678



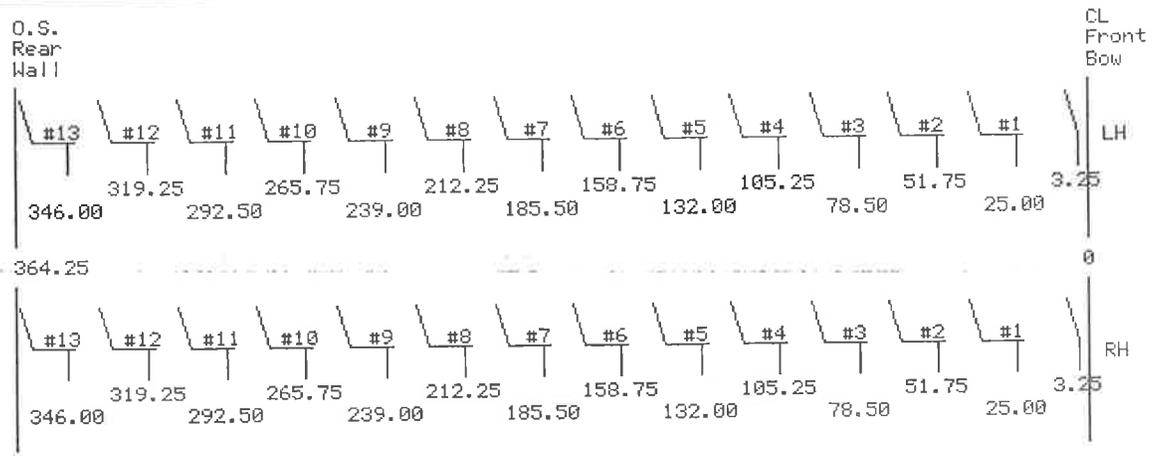
Seat Plan: 23639

SP: 23639 BBCV 3310, 77 CAP



Quote Id: 217654

Seat Plan Spacing Chart



Row	RH Seats	LH Seats
1	39CNVQS	39CNVQS
2	39CNVQS	39CNVQS
3	39CNVQS	39CNVQS
4	39CNVQS	39CNVQS
5	39CNVQS	39CNVQS
6	39CNVQS	39CNVQS
7	39CNVQS	39CNVQS
8	39CNVQS	39CNVQS
9	39CNVQS	39CNVQS
10	39CNVQS	39CNVQS
11	39CNVQS	39CNVQS
12	39CNVQS	39CNVQS
13	39CNVQSRR	26CNVQSRR

Dimensions are to center line of front mounting hole.

LH Seat Spacing: 26.75
 LH Knee Clearance: 24.99
 RH Seat Spacing: 26.75
 RH Knee Clearance: 24.99

BBCV3310 NEXTGEN CNV 3PT

DO NOT SCALE

BBCV 3310	
Capacity	77
Seat Plan #	23639
Wheelbase	273.0



MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this "**Agreement**") is effective January 02, 2023 ("**Effective Date**") by and between Achieve3000, Inc. ("**Achieve3000**"), and Hickman County School District ("**Customer**"), for Customer's use of the Achieve3000 services to which Customer has subscribed ("**Services**") as specified in one or more Achieve3000 order form(s) (each, an "**Order Form**"). The initial Order Form may be attached hereto as Exhibit A.

1. ENTIRE AGREEMENT

The agreement under which Customer is subscribing for the right to permit a certain number of Customer's students, parents, teachers and/or school administrators (up to the licensed number to whom Achieve3000 has provided a user ID and password to access and utilize particular Services (as applicable, the "**Authorized Users**")) consists of (a) the applicable Order Form(s) in which the specific Service(s) to be provided (including related professional development training ("**Professional Development**")), the school(s) to whom the Services are to be provided, the period during which the Authorized Users shall have the right to access and utilize the identified Service(s), pricing, invoicing schedule and other implementation-specific details and terms are specified; and (b) this Agreement. Customer's Order Forms and this Agreement contain the entire agreement and understanding regarding Achieve3000's provision of the specified Service(s) to Customer and Customer's Authorized Users and supersede all prior oral and written agreements the parties regarding the subject of this Agreement, if any. In the event of a conflict between an Order Form and this Agreement, the conflicting term(s) of this Agreement shall prevail, unless the parties expressly state in a subsequent written document that they intend that the conflicting terms of that Order Form prevail over the conflicting terms of this Agreement. In the event that any of the terms set forth in this Agreement are held invalid, illegal or unenforceable, all of the remaining terms of this Agreement will remain in effect.

2. TERM OF THIS AGREEMENT

Except as provided in the following sentence and unless stated otherwise in an Order Form, this Agreement shall commence on August 1 of the year in which Customer executes an Order Form (the "**Subscription Start Date**"), and shall conclude on June 30 of the following year (the "**Subscription End Date**", and such period between the Subscription Start Date and Subscription End Date constituting the "**Term**"). The previous sentence notwithstanding, (a) when Customer executes an Order Form subsequent to August 1, the Subscription Start Date shall be, and the Term shall commence on, such date and conclude on June 30 of the following year; and (b) the Subscription End Date and Term of all multi-year agreements shall be as indicated in the applicable Order Form.

3. DESCRIPTION OF SERVICES

The elements of each Service subscribed for hereunder (each a "**Service Element**"), and the first date on which the appropriate Authorized Users may access and utilize each such Service Element (in each case, a "**Service Element Activation Date**") shall be as set forth in the applicable Order Form.

4. LICENSE GRANT

Effective as of the Service Element Activation Date applicable to each Service Element, Customer's appropriate Authorized Users are granted a limited, non-transferable, non-sub-licensable, non-exclusive, personal license (revocable in the event of breach) to access and utilize the applicable Service Element that Customer has subscribed for the right to access and utilize, solely for educational purposes and solely as permitted by this Agreement, during the Term. The term "appropriate" here means that Service Elements intended for use by students may be accessed and utilized by any Authorized User, and that Service Elements intended for use by teachers and school administrators may only be accessed and used by Authorized Users functioning in those roles.

The foregoing notwithstanding, Achieve3000 will not be obligated to provide any Service to any user who has not agreed (i) to Achieve3000's Terms of Use and Privacy Policy and (ii) to comply with this Agreement. Achieve3000 reserve the right to change Achieve3000's Terms of Use and/or Privacy Policy (subject to Section 10 of this Agreement).

Achieve3000 will charge Customer for each Service it subscribes for based on the number of permitted users or "**Licensed Seats**" Customer elects for that Service and the applicable license pricing for the Service.

To allow Customer additional flexibility in Customer's use of the Services for appropriate purposes, Achieve3000 may permit Authorized Users in excess of the then-current number of Licensed Seats Customer has already subscribed for that Service ("**Additional Users**").

From time to time during the Term, Achieve3000 will compare the number of Authorized Users Customer has provided with access to a Service with the number of Licensed Seats Customer has subscribed for that Service. If the number of Authorized Users exceeds the number of Licensed Seats Customer has subscribed for the Service, Achieve3000 will notify Customer in writing and invoice Customer for the Additional Users Achieve3000 has identified through its comparison. Achieve3000 will work with Customer to resolve promptly any question or issue Customer may have regarding the number of Additional Users Achieve3000 has identified or the associated additional Service fees Achieve3000 has invoiced for those Additional Users. Customer is responsible for all activities conducted under its Authorized User logins and for its personnel's compliance with this Agreement.

5. RESERVATION OF RIGHTS; RESTRICTIONS ON USE; CONTENT DISCLAIMER

Every aspect of each Service, including its underlying concepts, methodologies, processes, formats, specifications, other know-how, site layout, design, images, programs, text, forms and other information (collectively its "**Content**"), is solely Achieve3000's property or, where applicable, the property of Achieve3000's licensors. Customer receives no rights to or interest in any Content other than the rights conferred upon Customer by Section 4 of this Agreement. All Content is protected by copyright and other intellectual property laws, and nothing herein grants Customer any ownership interest in any Content or any right with respect to any Content other than those rights expressly granted in Section 4 of this Agreement. Customer and its Authorized Users may not:

- (a) permit any third party whom Achieve3000 has not provided a user ID and password to access or utilize any Service;
- (b) copy, modify, translate, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code of any software used to provide any Service or permit any other party to do so; Content may not be merged with any other service or software, or be adapted or modified in any way, by anyone;
- (c) (i) copy, reproduce, publish, distribute, modify, transfer or in any way commercially exploit any part of the Content, (ii) mirror the Content on any other server, (iii) create any derivative works, (iv) attempt to avoid, circumvent, or disable any security device, procedure, protocol, or mechanism that may be established with respect to the Content, or (v) delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed on or in the Content;
- (d) use any Service in a manner that includes any service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single Authorized User login, or time-sharing of such Service;
- (e) use any Service in a manner that is contrary to applicable law or in violation of any third-party rights of privacy or intellectual property rights;
- (f) use unauthorized modified versions of any Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to such Service;
- (g) engage in systematic retrieval of Content from the Services to create or compile, directly or indirectly, a collection, compilation, database or directory of any kind without Achieve3000's written permission; Customer may not use any robots, spiders, crawlers or other automated downloading programs or devices to search any Content, harvest personal information, or cause disruption to the Service;
- (h) publish, post, upload or otherwise transmit any Content that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or
- (i) print or download Content for Customer's own personal educational use unless it keeps intact all copyright and other proprietary notices.

Achieve3000 shall have the right, but not the obligation, to remove any Content at any time.

6. COMMENTS

During the Term, Customer, through Customer's employees and agents, may contribute certain ideas, comments, criticisms, and suggestions for improvements, modifications, and other changes to the Services (including with respect to associated Content) (collectively, "**Comments**"). Customer agrees that Achieve3000 may use, modify, and incorporate these Comments as Achieve3000 sees fit and will own all rights to such Comments as incorporated into the Services.

7. PAYMENT TERMS

Unless the parties agree otherwise in Customer's Order Form, Achieve3000 may invoice Customer for Services and other items subscribed for hereunder in the case of one-year agreements, on the day that Customer executes an Order Form, and in the case of multiple-year agreements, on the day that Customer executes the Order Form and each anniversary thereof. Payment of the undisputed amounts set forth on each invoice shall be due within thirty (30) days of the date of the invoice. Should Customer dispute any portion of an invoice, Customer will communicate to Achieve3000 in writing (email to suffice) the basis of Customer's belief that a portion of the invoice is incorrect no later than the date on which the invoice is to be paid in full, and shall engage with Achieve3000 in good faith to resolve such dispute as expeditiously as reasonably possible. Absent a good-faith payment dispute, if Customer fails to pay on time, Achieve3000 shall be entitled to claim interest on any overdue amount at the rate of 1% per month or the maximum amount allowed by law, whichever is greater and Achieve3000 may suspend the applicable Services, without limitation or waiver of any other right or remedy available under this Agreement or at law. If Achieve3000 is required to retain a collection agency or attorney to collect overdue payment of undisputed invoices, all reasonable collection costs, including attorney fees, will be payable by Customer.

8. TAXES AND TAX-RELATED OBLIGATIONS

The rates and charges for Services do not include and Customer acknowledges that it is responsible for any sales, use, excise, gross receipts, personal property, privilege, and value added tax liabilities and any other duties or other transaction taxes or charges imposed by any governmental entity for products and Services provided under this Agreement, excluding only taxes based solely on Achieve3000's net income. Customer shall hold Achieve3000 harmless from all claims and liabilities arising from the failure to pay any such taxes, including penalties, interest, duties, tariffs or charges. Customer will promptly reimburse Achieve3000 for any and all taxes, assessment, permits and fees that Achieve3000 may be required to pay in connection with this Agreement or its performance.



Customer acknowledges that contemporaneous documentation (e.g., exemption certificate, etc.) is critical to ensure that appropriate tax treatment is afforded and Customer agrees to provide Achieve3000 with the required documentation in a timely manner.

9. OUR GUARANTEE

Achieve3000 will (a) refund to Customer a pro-rated portion of any prepaid and unused fees for any Service provided hereunder corresponding to the period after termination, other than fees received for Professional Development, (b) waive Achieve3000's right to future payment, and (c) consider this Agreement revoked if, after Customer has provided Achieve3000 the data described in Section 10 and has certified that the teacher of each class of students utilizing the Service(s) has completed the preparation described in Section 11, the Service(s) is/are not accessible and usable for extended periods of time by substantially all of Customer's Authorized Users.

10. STUDENT DATA

In order to enable Achieve3000 to provide the Services to Customer and Customer's Authorized Users, Customer shall provide Achieve3000 the following data in electronic form (in .CSV (comma separated values) or .XLS (Excel) format) regarding each student whom Customer wants to enable to use a Service: name of the student's school and school district, student ID number, student first name, student last name and student grade level (collectively, "Student Data"). Additional demographics are optional for Customer to provide (gender, race, ethnicity, English language status, special education status and free lunch status). Alternatively, Customer can upload the data itself. Visit the Achieve3000 Hub at hub.achieve3000.com for secure data upload instructions. Alternative methods for providing Student Data electronically include transferring Student Data through a standards-based API or through on-demand electronic transfer through Authorized User login using standards-based SSO.

At Customer's request, Achieve3000 will also accept, include in Achieve3000's reports to teachers and administrators, and treat as Student Data the following additional information: class code or room number, student race/ethnicity, gender, socio-economic or demographic information, familial background, student disabilities, student test scores, test dates, English language status and information related to English language learners, special education status, free lunch status, language spoken at home, and such other information that Customer may request and that Achieve3000 can feasibly track in the course of delivering applicable Services.

Student Data can be transferred to Achieve3000 using a secure file sharing service, SFTP, or any other method required by Customer. All Student Data received from Customer will be stored on a secure server and accessible only to Achieve3000's personnel on a need-to-know basis. The Student Data received from Customer will be matched to Achieve3000's usage records using student IDs or student names (provided by Customer during the rostering process). Customer agrees that Student Data may be shared with an external contractor who is under contract with Achieve3000 to protect the confidentiality of shared information and meet all standards of confidentiality described in this Agreement. All Student Data collected by Achieve3000 will be kept strictly confidential, consistent with the terms of this Agreement. Student Data received from Customer will only be used for the purposes described in this Agreement or as otherwise agreed to in writing by the parties. At such time as Customer requires by written notice, Achieve3000 will purge Student Data from all storage media. Achieve3000 may collect usage data, query data and other aggregated or de-identified data in connection with Customer's use of the Services. Achieve3000 may use such data for purposes of improving the Services (e.g., corroborating the data in Achieve3000's databases). Provided that none of Customer's Authorized Users or students is individually identifiable and none of Customer's Confidential Information is disclosed, Achieve3000 may also collect, retain, disclose, distribute and otherwise utilize such aggregated or de-identified data.

In Achieve3000's receipt and handling of Student Data, Achieve3000 will act as Customer's contractor and provider of institutional or assessment services, as applicable, and will comply with associated provisions of the Department of Education's regulations under the federal Family Educational Rights and Privacy Act or "FERPA". Achieve3000 will only use Student Data in a manner that complies with Sections 99.33(a) of the Department of Education's FERPA regulations and is consistent with Achieve3000's Privacy Policy (which is set forth at <http://www.achieve3000.com/privacy-policy/>). Customer will treat Achieve3000's staff as authorized school recipients of education records under FERPA.

In addition, Achieve3000 does and will comply with the provisions of the Children's Online Privacy Protection Act ("COPPA") in the operation of the Achieve3000 website through which Customer's Authorized Users will access and use Services.

Notwithstanding Achieve3000's reservation of rights to revise this Agreement and Achieve3000's Privacy Policy, no change to this Agreement or Achieve3000's Privacy Policy that materially diminishes protections afforded Student Data will become effective with respect to Customer or Customer's Authorized Users unless and until Achieve3000 has advised Customer of such change and received Customer's written consent (email to suffice) to such change.

11. TEACHER AND ADMINISTRATOR PREPARATION

Customer will require the teacher of each class of students utilizing a Service to be familiar with its use before the teacher permits students, parents, and administrators to access and utilize the Service.

Implementation planning and initial training Professional Development sessions, whether online or on-site, must be completed no later than sixty (60) days after the Subscription Start Date. All subsequent Professional Development sessions subscribed for hereunder, whether online or on-site, must be completed before the end of the period indicated in Customer's Order Form. Such session(s) shall not "roll over" to a subsequent period and Customer will not be entitled to a refund for such unused sessions. All Professional Development sessions, whether online or on-site, not scheduled by Customer within the appropriate time frame as described in this paragraph shall be treated as having been duly provided by Achieve3000. Confirmed Professional Development sessions may be postponed and rescheduled without charge only upon seventy-two (72) hours' prior notice. Professional Development sessions canceled or postponed on less than seventy-two (72) hours' prior notice shall be treated as having been duly provided by Achieve3000.



Achieve3000 may make additional Professional Development opportunities available from time to time, on a selective basis, such as participation in a School of the Future® event. The reasonable and verifiable costs of participation in such events, as well as any associated travel costs, are included in the cost of the Services.

12. INVALID LEVELSET ASSESSMENTS

All potentially invalid LevelSet assessments are flagged in a report for Customer's teachers and it is up to those teachers to have the individual student retake the relevant LevelSet assessment.

13. EMAIL COMMUNICATIONS

Customer hereby authorizes Achieve3000 to send electronic mail to Customer's teachers and school administrators for the following purposes:

1. delivering Professional Development and similar materials to Customer's teachers and administrators; and
2. advising Customer of changes or additions to Achieve3000's Services or about any of Achieve3000's Services.

If Customer does not want its teachers and/or school administrators to receive such emails, please notify Achieve3000 at support@achieve3000.com.

14. SERVICE RELIABILITY

Subject to Achieve3000's need to perform periodic and routine maintenance, Achieve3000 takes reasonable measures to make its Services available 24 hours a day, seven days a week, and to maintain saved information. However, technical failures, acts of God and routine and unscheduled maintenance may render one or more Services unavailable at times (including during normal business or school hours), and/or may result in the loss of information. Achieve3000 shall not be liable to Customer or anyone else for any loss of information or for the non-availability of any Service, unless such loss of information or non-availability of a Service has resulted from Achieve3000's gross negligence or willful misconduct.

15. USER CONDUCT

Customer agrees that Achieve3000's Terms of Use set forth at <http://www.achieve3000.com/terms-of-use/> are reasonable and appropriate, and shall undertake reasonable measures to assist Achieve3000 in enforcing such Terms of Use. Derogatory, harmful or unlawful conduct is not permitted on any Services. Customer's Authorized Users are not permitted to upload, distribute through, or otherwise publish any content which is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable that would constitute or encourage a criminal offense, violate the rights of any party violate any law, or otherwise violate Section 8 (Code of Conduct) or any other provisions of the Terms of Use.

16. TERMINATION

- Either party may terminate this Agreement immediately for default if the other party fails to cure all material defaults in its performance within ten (10) days of its receipt of written notice of its default(s) from the terminating party.
- Immediately upon the termination or expiration of any of Customer's Order Forms, Customer and Customer's Authorized Users shall immediately cease use of all Service(s) subscribed for under that Order Form. Should any Order Form be terminated prior to its natural expiration, Customer shall pay Achieve3000 all amounts owed for Services provided to Customer and Customer's Authorized Users under that Order Form up to the effective date of such termination.

17. CHANGES TO SERVICES

Achieve3000 is constantly innovating in order to provide the best possible instructional solutions to its customers' Authorized Users. Customer acknowledges and agrees that the form and nature of the Services may change from time to time without prior notice to Customer without reducing the overall level of benefit received by Customer. Customer further acknowledges that Achieve3000 may stop (permanently or temporarily) providing any features or may add new features within any Service at Achieve3000's sole discretion without prior notice to Customer.

18. LINKS TO OTHER SITES

Our Services may contain hyperlinks to other sites or resources that are provided solely for the convenience and information of Customer's Authorized Users. Achieve3000 is not responsible for the availability of external sites or resources linked and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from, or policies employed by, such sites or resources. Achieve3000 makes no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided. Accordingly, Customer should review the terms and conditions and privacy policies of each linked site, as its policies may differ from Achieve3000's. If Customer's Authorized Users decide to access linked third-party content and sites, they do so at their and Customer's own risk.

19. CONFIDENTIALITY

"**Confidential Information**" shall mean any and all non-public proprietary business, technical, and operational information disclosed by one party to the Agreement to the other party, including by or through its respective employee, agent, contractor, or representative, during the Term of this Agreement or in connection with correspondence or negotiations culminating in this Agreement, provided such information is clearly marked as "proprietary" or "confidential" or is of such nature that a person would reasonably understand the information to be of a confidential or proprietary nature. The terms of Customer's Order Form which are unique to Customer shall be deemed to be the Confidential Information of each party.

Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the



confidentiality of its own confidential information of a similar nature, but in no event less than reasonable efforts. Each party agrees to hold the Confidential Information of the other party in confidence, not to disclose it to others or use it in any way, commercially or otherwise, except as authorized in writing by the disclosing party or in performance of its obligations under this Agreement.

Notwithstanding Achieve3000's Privacy Policy, Confidential Information of a party shall not include information which: (i) is as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving party and without claim or challenge by the disclosing party to such public disclosure; (ii) was rightfully known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party without reference to or reliance on Confidential Information of the disclosing party; or (iv) was received by the receiving party from a third party without any confidentiality obligation owed to the disclosing party. Notwithstanding a party's obligations hereunder, it may disclose the other party's Confidential Information if it the party is required to disclose such Confidential Information pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such other party may seek a protective order or other appropriate remedy.

20. DATA OWNERSHIP AND LOCATION OF SERVICES

Customer will own data on Customer's Authorized Users' use of Achieve3000's Services ("**Program Data**") and the Student Data Customer provides to Achieve3000. At Customer's request, at the end of the Term of this Agreement or if and when Customer otherwise requires, Achieve3000 will return or destroy in a verifiable manner Student Data in Achieve3000's possession and provide Customer with copies of associated Program Data Achieve3000 has not previously provided to Customer. To comply with applicable laws, Achieve3000 reserves the right to destroy or otherwise dispose of Student Data and Program Data Customer has not directed Achieve3000 to return or destroy following this Agreement's Term. Customer agrees that Achieve3000 may use Student Data and Program Data to provide the Services, and that Achieve3000 may use Program Data for Achieve3000's internal purposes; for example, development and assessment of Services and Content.

The Services and Content are provided from, and Student Data and Program Data are stored on, servers located in the United States. Customer acknowledges and agrees that Achieve3000 may provide the Services and Content, and store Program Data and Student Data, in this manner. Customer further confirms that, as applicable, Customer's transfer of Student Data from outside the United States and Achieve3000's use and processing of such data in connection with delivery of Services to Customer and Authorized Users shall be consistent with laws applicable to Customer's transfer and Achieve3000's processing of such data.

21. WARRANTIES AND DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

- Achieve3000 warrants that it has the full authority to grant the rights granted to Customer herein. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, ACHIEVE3000 DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO ANY SERVICE PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OR UTILITY OF CONTENT, EFFECTIVENESS OF ANY SERVICE IN IMPROVING ANY STUDENT SKILL OR CAPABILITY, OR NONINFRINGEMENT, AND ANY WARRANTY THAT ANY SERVICE WILL BE AVAILABLE AT ALL TIMES OR WITHOUT INTERRUPTION. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, EACH SERVICE IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND CUSTOMER UNDERSTANDS THAT IT IS ASSUMING ALL RISKS OF SUCH SERVICE'S USE, QUALITY, AND PERFORMANCE.
- EXCEPT IN CONNECTION WITH A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR ITS INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL (A) EITHER PARTY, INCLUDING ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, EVEN IF SUCH PARTY, AS THE CASE MAY BE, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR, IN ACHIEVE3000'S CASE, BE RESPONSIBLE OR LIABLE FOR ANY INJURY THAT MAY BE ATTRIBUTED TO THE CONTENT OF COMMUNICATIONS TRANSMITTED BY MEANS OF A SERVICE BY ANY PERSON OTHER THAN ACHIEVE3000'S EMPLOYEES OR AGENTS; OR (B) EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT FOR ANY REASON EXCEED DIRECT DAMAGES UP TO THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO ACHIEVE3000 DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS. IN NO EVENT SHALL ACHIEVE3000, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ITS LICENSORS, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY SERVICE OR CONTENT PROVIDED HEREUNDER TO CUSTOMER OR TO ANY AUTHORIZED USER.
- Achieve3000 agrees to indemnify and defend Customer and its employees and agents from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to a claim that a Service provided to Customer hereunder infringes upon the intellectual property rights of a third party. If any such Service is held to infringe, or if in Achieve3000's opinion, such a claim is likely to occur, Achieve3000 may, at Achieve3000's sole option and expense, either: (i) procure for Customer and Customer's Authorized Users the right to continue using the Service in question; or (ii) replace or modify the infringing Service Elements so that they

Achieve3000[®]

become non-infringing as long as functionality is not materially and adversely affected. If neither alternative (i) nor (ii) is reasonably available, then Achieve3000 may terminate Customer's license to access and utilize the allegedly infringing Service and Achieve3000 shall refund to Customer a pro-rated portion of any prepaid and unused fees for such Service corresponding to the period after termination. The preceding sentences in this bullet states Achieve3000's entire liability and obligation, and Customer's exclusive remedy, for infringement.

22. GENERAL

Nothing in this Agreement shall cause the relationship between Customer and Achieve3000 to be anything other than that of independent contractors. None of Customer's and Achieve3000's actions under this Agreement shall be joint, and Customer and Achieve3000 has not formed, and shall not form, a joint venture to perform any of their respective obligations hereunder. The failure of either party to require performance of any part of this Agreement shall not be deemed a waiver of any present or future right. Modifications of this Agreement shall be binding only if in writing and signed by an authorized representative of each party. The rights and obligations of each party established herein are intended for the sole use and benefit of each of the parties and no one else. Accordingly, this Agreement confers no rights upon any third party. Except for payment obligations, neither party shall be responsible for any delay or failure in its performance to the extent such delay or failure is caused by causes beyond a party's reasonable control. Customer may not assign this Agreement without Achieve3000's prior written consent, and any attempted assignment of this Agreement without such consent shall be null and void. Achieve3000 may assign this Agreement to any entity that purchases all or substantially all of Achieve3000's assets or that obtains control of it by purchase, merger or other means so long as such assignee agrees to assume all of Achieve3000's material obligations hereunder. All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when sent by email or mailed by registered or certified mail, postage prepaid to Customer at the address set forth in Customer's Order Form, and to Achieve3000 at Achieve3000, Inc., 331 Newman Springs Rd, Suite 304, Red Bank, NJ 07701, Attn: Chief Executive Officer, or to Customer or Achieve3000 at such other address (or email address) as Customer or Achieve3000 may designate in writing from time to time. The following Sections shall survive the termination or expiration of this Agreement: 1, 5 –10, 16, and 19 – 22.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, USA, without regard to its principles of conflict of laws. Each party agrees that sole and exclusive jurisdiction and venue for any action or litigation relating to this Agreement shall reside with a federal or state court located in the State of New Jersey.

23. CONTACT INFORMATION

Achieve3000, Inc.
331 Newman Springs Road, Suite 304
Red Bank, NJ 07701
732-367-5505
info@achieve3000.com

Hickman County School District
115 Murphree Ave
Centerville, TN 37033
931-729-3391
michelle.gilbert@hickmank12.org

ACHIEVE3000, INC.

CUSTOMER: Hickman County School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDITIONAL RESOURCES

[Achieve3000 Technical and Organizational Measures](#)

[Data Processing Addendum to Achieve3000 Terms of Service and Master Subscription Agreement](#)

Achieve3000®

January 1, 2022

To Whom It May Concern:

This letter confirms that Achieve3000®, Inc. is the sole source for the Achieve3000 Literacy™, Achieve3000 Math™, Actively Learn, eScience3000®, and Smarty Ants® educational online services as well as the LevelSet™ assessment. Achieve3000 is the only provider of these services, each of which utilizes proprietary, patented technology (USPTO 8,714,986 and 9,652,993), copyrighted materials, trade secrets and source code that are, in various parts, either owned by Achieve3000 or licensed to Achieve3000. As a result, these services may be utilized only with the permission of Achieve3000.

Our solutions include:

- Smarty Ants, accelerating students' mastery of foundational reading skills through personalized, game-based instruction
- LevelSet, reliably benchmarking students' individual Lexile® reading measures three times annually
- Achieve3000 Literacy, accelerating the literacy growth of every student through differentiated content and instruction
- Actively Learn, powering deeply engaged student learning in ELA, social studies, and science classes
- Achieve3000 Math, accelerating students' mastery of mathematics standards through personalized practice

Achieve3000 has a rich history of success across the nation. Millions of students in thousands of schools across the country have been impacted by Achieve3000 solutions.

We look forward to growing our partnership with your school district.

Sincerely,



Kim Harvey
Sr. Director, RFP, Bids and Contracts
McGraw Hill | School



Supplement Split Request

HCHS Football

Football Head Coach- 12%

Chief Assistant- 8%

Assistant- 7%

Assistant-7%

Assistant-7%

Assistant-4%

Hickman County Board of Education			
	Descriptor Term: Job Descriptions	Descriptor Code: 5.103	Issued Date: 10/03/22
		Rescinds: 5.103	Issued: 07/06/20

The Board will approve the broad purpose and function of the position in accord with state laws and state regulations, approve a statement of duties as recommended by the director of schools, and delegate to the director of schools the task or writing, or causing to be written, a job description for the position.

A copy of each job description shall be provided to the employee, the immediate supervisor and included in the employee's personnel record. A copy of all job descriptions shall be maintained in the director of schools' office. Copies of position description shall be made available to the public upon request. Job descriptions shall be used as guides in annual employee evaluations.

The director of schools shall maintain a comprehensive, coordinated set of job descriptions for all such positions so as to promote efficiency and economy in the staff's operations.

Cross References

Supervision 5.108
Evaluation 5.109
Assignment/Transfer 5.115
Qualifications and Duties of the Director of Schools 5.802

Hickman County Board of Education

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

APPEALS TO THE BOARD

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

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

APPEARING BEFORE THE BOARD

The Board will add 15 minutes of public comment time to the beginning of each board meeting. 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 meeting. The sign-up sheet will include (1.) Name (2.) address.

Use respect when presenting your concern, be prepared, and end timely. Stick to facts as you know them.

~~Individuals desiring to appear before the Board must submit a written request with descriptive materials to the office of the director of schools ten (10) days before the meeting. If the request is approved by the Executive Committee, the item will be placed on the agenda. Individuals placed on the agenda will 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.~~

Recognition of individuals who are not citizens of **Hickman County** ~~the school system~~ is to be determined by a majority vote of the Board.

The chairman may recognize individuals not on the agenda for remarks to the Board if he/she determines that such is in the public interest. A majority vote of members present can overrule the decision of the chairman.

Individuals speaking to the Board shall address remarks to the Board ~~chairman~~ and may direct questions to individual board members or staff members only upon approval of the chairman. Each person speaking shall state his name, address, and subject of presentation. Remarks may ~~will~~ be limited to five (3 ~~5~~) minutes unless time is extended by the Board. The chairman shall have the authority to terminate the remarks of any individual who is disruptive ~~or does not adhere to Board rules.~~[†] Members of the Board and the director of schools have the privilege of asking questions of any person who addresses the Board.

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

Legal References

~~1. TCA 39-17-306~~

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



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

To: School Board Members
From: Misty Shelton
Date: December 5, 2022

1st Reading:

4.403 Library Materials- add lines 1-5 from 4.402 which references the Library Bill of Rights and library materials to this policy. The addition is highlighted in yellow on the attached policy. TSBA recommends that all information regarding library materials be maintained in policy 4.403

4.700 Testing Programs- In the October meeting, the State Board of Education changed its regulation on non-public schools. This updated regulation now mandates that Boards include policy language if they require students transferring from these schools to take an exam for credit or grade placement. The addition is highlighted in yellow on the attached policy.

Up for Review:

- 5.200 Separation Practices for Tenured Teachers**
- 5.201 Separation Practices for Non-Tenured Teachers**
- 5.202 Separation Practices for Non-Certified Employees**
- 5.203 Recommendations and File Transfers**
- 5.300 Short-Term Leaves of Absence**
- 5.301 Emergency and Legal Leave**
- 5.302 Sick Leave**
- 5.303 Personal and Professional Leave**
- 5.304 Long-Term Leaves of Absence**
- 5.3041 Long-Term Absence for Support Personnel**
- 5.305 Family and Medical Leave**
- 5.3052 COVID-19 Leave**
- 5.306 Military Leave**
- 5.307 Physical Assault Leave**
- 5.310 Vacations and Holidays**

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: Library Materials	Descriptor Code: 4.403	Issued Date: 11/07/22
		Rescinds: 4.403	Issued: 08/01/22

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.¹ 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
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 The Board supports principles of intellectual freedom inherent in the First Amendment of the
17 Constitution of the United States¹ and expressed in the *Library Bill of Rights* of the American Library
18 Association.

19 Because opinions differ, there may be questions concerning some instructional and library materials
20 despite the quality of the selection process.

21 **COMPLAINTS**

22 If a complaint is made by an employee, student, or parent/guardian, this process is to be followed:

- 23 1. Inform the complainant of the selection procedures and make no commitments.
- 24
- 25 2. Request the complainant to submit a Request for Reconsideration of Library Materials form.
- 26
- 27 3. Inform the principal (and other appropriate personnel).
- 28
- 29 4. Keep challenged materials available for use during the reconsideration process.

- 1 5. Upon receipt of the completed form, the principal shall notify the Director of Schools.
- 3 6. The principal shall request review of the challenged materials by an ad hoc materials review
4 committee within ten business days. The review committee is appointed by the principal and
5 includes certified library media personnel, representatives from classroom teachers, one or
6 more parents, and may include one or more students. The principal will inform the Director of
7 Schools of the review committee's progress.
- 8
- 9 7. The review committee shall take the following steps after receiving the challenged materials:
- 10 a. Read, view, or listen to the contested material in its entirety;
- 11 b. Check general acceptance of the material by reading recognized and evaluative reviews;
- 12 c. Determine the extent to which the material supports the educational mission of the
13 school;
- 14 d. Complete the appropriate Checklist for Reconsideration of Library Materials, judging
15 the material for its strength and value; and
- 16 e. Present recommendation to principal for further action and to the Director of Schools
17 for purposes of information.
- 18
- 19
- 20 8. The Board shall review the recommendation presented by the review committee and make the
21 determination whether the material is appropriate for the age and maturity levels of the students
22 who have access to the materials and whether the material is suitable for, and consistent with,
23 the educational mission of the school.
- 24
- 25 9. If it is determined that the material is not appropriate for the age and maturity levels of the
26 students who have access to them or is not suitable for, and consistent with, the educational
27 mission of the school, the Board shall require the school to remove the material from the library
28 collection.

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

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:

Testing Programs

Descriptor Code:

4.700

Issued Date:

08/01/22

Rescinds:

4.700

Issued:

08/02/21

1 The Board shall provide for a system-wide testing program which shall be periodically reviewed and
2 evaluated. The purposes of the program shall be to:

- 3 1. Assist in promoting accountability;
- 4 2. Determine the progress of students;
- 5 3. Assess the effectiveness of the instructional program and student learning;
- 6 4. Aid in counseling and guiding students in planning future education and other endeavors;
- 7 5. Analyze the improvements needed in a given instructional area;
- 8 6. Assist in the screening of students with learning difficulties;¹
- 9 7. Assist in placing students in remedial programs;
- 10 8. Provide information for college entrance and placement; and
- 11 9. Assist in educational research by providing data.²

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20 The director of schools shall be responsible for planning and implementing the program, which
21 includes:

- 22 1. Determining specific purposes for each test;
 - 23 2. Selecting the appropriate test to be given;
 - 24 3. Establishing procedures for administering the tests;
 - 25 4. Making provision for interpreting and disseminating the results;
 - 26 5. Maintaining testing information in a consistent and confidential manner; and
 - 27 6. Ensuring that results are obtained as quickly as possible, especially when placement in a
28 special learning program might be necessary.
- 29
30
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33

1 State-mandated student testing programs shall be undertaken in accordance with procedures published
2 by the State Department of Education.³

3 The director of schools may exclude Tennessee Comprehensive Assessment Program scores from
4 students' final grades if scores are not received by the district at least five (5) instructional days before
5 the end of the school year.^{4,5}

6 TNReady⁴ and EOC⁵ scores will be included in students' final grades as follows:

- 7 a) Grades 3-5 - 5% of the last nine (9) weeks
- 8 b) Grades 6-8 - 10% of the last nine (9) weeks
- 9 c) Grades 9-12 - 15% of the last nine (9) weeks

10

11 EOC scores will be incorporated into a student's report card using the target score method that
12 compares the student score to the distribution of the class. The director of schools may exclude end-of-
13 course (EOC) scores from students' final grades if scores are not received by the district at least five
14 (5) instructional days before the end of the course.^{4,5}

15 Before being included in the students' final grades, end-of-course (EOC) test scores will be converted
16 to a 100-point scale using the Target Score Method, which adjusts each student's score based on the
17 average of all students in the class in the county. The conversion is calculated as follows:

18

$$19 \quad S_{EOC} = \left(\frac{P_{earned}}{P_{possible}} \right)^F \cdot 100\%$$

$$20 \quad F = \frac{\log_{10} \left(\frac{S_{avg}}{100} \right)}{\log_{10} \left(\frac{P_{avg}}{P_{possible}} \right)}$$

21 Where, for a specific subject:

22 S_{EOC} = the student's EOC score, converted to a 100-point scale using the Target Score Method

23 P_{earned} = points earned by the student on the EOC test

24 $P_{possible}$ = maximum points possible on the EOC test

25 F = scaling factor

26 S_{avg} = the average classroom grade for all Hickman County Students in the class

27 P_{avg} = the average points earned on the EOC test for all Hickman County students in the class

28 **INTEREST INVENTORIES AND CAREER ASSESSMENTS⁶**

29 Interest inventories shall be made available to 9th graders. These will include assessments such as the
30 Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, or the College Board Career Finder.

1 Career aptitude assessments shall be administered to 8th graders in order to inform the student's high
2 school plan of study. Upon receiving the results from these assessments, the school shall provide
3 students with information on any available career and technical education opportunities in which the
4 student is eligible to participate in.

5 **TESTING INFORMATION AND PARENTAL CONSENT**

6 Any test directly concerned with measuring student ability or achievement through individual or group
7 psychological or socio-metric tests shall not be administered by or with the knowledge of any
8 employee of the system without first obtaining written consent of the parents or guardians.²

9 Results of all group tests shall be recorded on the students' permanent records and shall be made
10 available to appropriate personnel in accordance with established procedures.⁷

11 No later than July 31 of each year, the Board shall publish on its website information related to state
12 and board mandated tests that will be administered during the school year. The information shall
13 include:⁸

- 14 1. The name of the test;
- 15 2. The purpose and use of the test;
- 16 3. The grade or class in which the test will be administered;
- 17 4. The tentative date or dates that the test will be administered;
- 18 5. The time and manner in which parents and students will be notified of the results of the test;
- 19 6. How parents can access the questions and answers on their student's state-required tests; and
- 20 7. If a board mandated test, how the test complements and enhances student instruction and
21 learning and how it serves a purpose distinct from state-required test.

22 Beginning with the 2015-2016 school year and for school years thereafter, the testing information shall
23 also be placed in student handbooks or other school publications that are provided to parents on an
24 annual basis.

25 **TESTING FOR GRADE PLACEMENT OR AWARDED CREDIT⁹**

26 Students transferring from a Category IV church-related school, Category V private school, or home
27 school shall be awarded credit upon completion of a written exam. These exams shall be approved,
28 administered, and graded by the school's principal/designee. Upon request from a parent/guardian,
29 student scores from a nationally standardized achievement test in the relevant subject shall be accepted
30 as a substitute for these exams.

31 For students in grades one through eight (1-8), the exam shall only cover the last grade completed. For
32 students in grades nine through twelve (9-12), the exam shall only cover the last course completed by
33 the student (for example, if a student has completed English I, II, and III, the examination shall only
34 cover English III).

35 The Director of Schools shall provide notice to parent(s)/guardian(s) of these exams.

Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(11)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.03(11)(e); State Board of Education Policy 2.103; TCA 49-1-617
6. TCA 49-6-412
7. TCA 10-7-504(a)(4)(A)
8. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103
9. TRR/MS 0520-07-01-.03(3)

Cross References

Student Surveys, Analyses, and Evaluations 6.4001
Student Records 6.600

Hickman County Board of Education

Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 08/01/22
	Rescinds: 5.200	Issued: 08/02/21

1 **SUSPENSION PENDING AN INVESTIGATION** ¹

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

9 **SUSPENSION OF THREE DAYS OR LESS** ^{2,3}

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

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

19 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS** ⁴

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

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

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

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

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

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

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

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

24 **RESIGNATION**

25 A teacher shall give the director of schools notice of resignation at least thirty (30) days before the
26 effective date of the resignation. A teacher who fails to give such notice, in the absence of justifiable
27 extenuating circumstances, shall forfeit all tenure status. The Board may waive the thirty (30) days'
28 notice requirement and permit a teacher to resign in good standing.⁵

29 The conditions under which it is permissible to break a contract with the Board are as follows:⁶

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

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

37 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
38 the State Board of Education and request the suspension of a teacher's certificate. After the State Board

1 of Education has provided the teacher an opportunity for defense during a hearing, the State Board of
2 Education may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-
3 five (365) days.⁸

4 **RETIREMENT**

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

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

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b)

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

Hickman County Board of Education

Descriptor Term: Separation Practices for Non-Tenured Teachers	Descriptor Code: 5.201	Issued Date: 08/01/22
	Rescinds: 5.201	Issued: 08/02/21

1 **SUSPENSION PENDING AN INVESTIGATION¹**

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

9 **SUSPENSION OF THREE DAYS OR LESS²**

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

16 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²**

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

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

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

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

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

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

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

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

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

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

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

17 **NONRENEWAL**

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

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

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

- 26 1. The Board shall be notified at the next regular board meeting; and
- 27 2. Written notice of non-renewal shall be sent to the teacher by certified mail or overnight carrier,
28 or by email within five (5) business days following the last instructional day for the school
29 year.³ If the reason for nonrenewal is due only to a loss of funding for the position, then the
30 notice shall include a statement listing it as the cause for nonrenewal.⁴

31 **RESIGNATION**

32 A teacher shall give the director of schools notice of resignation at least thirty (30) days before the
33 effective date of the resignation.⁵ The Board may waive the thirty (30) days-notice requirement and
34 permit a teacher to resign in good standing.

35 The conditions under which it is permissible to break a contract with the Board are as follows:⁶

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

5 Any teacher on leave shall notify the director of schools in writing at least thirty (30) days' prior to the

6 date of return if the teacher does not intend to return to the position from which he/she has taken leave.

7 Failure to render such notice may be considered a breach of contract.⁷

8 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with

9 the State Board of Education and request the suspension of a teacher's certificate. After the State Board

10 of Education has provided the teacher an opportunity for defense during a hearing, the State Board of

11 Education may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-

12 five (365) days.⁸

13 **RETIREMENT**

14 Retirement shall mean a termination of services under conditions which will allow the employee to draw

15 benefits from retirement plans and/or social security benefits.

16 Employees eligible for retirement benefits may elect to retire at any age according to the provisions of

17 the retirement system. Central office personnel shall assist employees in securing retirement benefits;

18 however, it shall be the responsibility of the retiring employee to provide verification of eligibility in

19 writing from TCRS to the central office. It shall be the responsibility of the retiring employee to file for

20 benefits.

21 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*

22 *does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of*

23 *non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this policy.)*

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE); TCA 49-5-512
3. TCA 49-5-409
4. Public Acts of 2022, Chapter No, 678
5. TCA 49-5-508
6. TCA 49-5-411(a)
7. TCA 49-5-706
8. TCA 49-5-411(b)

Cross References

- Public Hearings 1.401
- Teacher Tenure 5.117
- Recommendations and File Transfers 5.203

Hickman County Board of Education

	Descriptor Term: Separation Practices for Non-Certified Employees	Descriptor Code: 5.202	Issued Date: 11/02/20
		Rescinds: 5.202	Issued: 10/05/20

1 **SUSPENSION**

2 A director of schools/designee may suspend an employee at any time when deemed necessary.¹

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

6 **DISMISSAL**

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

9 **RESIGNATION**

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

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

15 **RETIREMENT**

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

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

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

23 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year
24 without loss of retirement benefits.²

Legal References

1. TCA 49-2-301(b)(1)(EE), (FF)
2. TCA 8-36-805

Cross References

Recommendations and File Transfers 5.203

Hickman County Board of Education

Descriptor Term: Recommendations and File Transfers	Descriptor Code: 5.203	Issued Date: 10/05/20
	Rescinds: 5.203	Issued: 08/06/18

1 Other than the routine transmission of administrative and personnel files, district employees are
2 prohibited from assisting a school employee, contractor, or agent in obtaining a new job if the individual
3 knows, or has probable cause to believe, that the person seeking a job change engaged in sexual
4 misconduct regarding a minor or student in violation of the law.

5 These requirements shall not apply if:

6 1. The information giving rise to probable cause has been properly reported to the appropriate law
7 enforcement agency; and

8
9 2. The matter has been officially closed in one of the following ways:

- 10
11 a. The prosecutor or police have investigated the allegations and notified school officials
12 that there is insufficient information to establish probable cause;
13
14 b. The employee, contractor, or agent has been charged and either acquitted or exonerated;
15 or
16
17 c. The case remains open, and there have been no charges or indictment filed within four
18 (4) years of the date the information was reported to the law enforcement agency.

19 Neither the district nor the Board shall enter into, or require a current or former employee to enter into,
20 a non-disclosure agreement during a settlement for any act of sexual misconduct.¹

21 The director of schools shall develop administrative procedures to enforce this policy and comply with
22 federal law.

Legal References

1. 20 USCA § 7926; TCA 49-2-131

Cross References

Application and Employment 5.106
Separation Practices for Tenured Teachers 5.200
Separation Practices for Non-Tenured Teachers 5.201
Separation Practices for Non-Certified Employees 5.202
Child Abuse and Neglect 6.409

Hickman County Board of Education

	Descriptor Term: Short Term Leaves of Absence	Descriptor Code: 5.300	Issued Date: 10/05/20
		Rescinds: 5.300	Issued: 06/04/18

- 1 Short term leaves of absence shall consist of the following: Emergency, legal, sick, personal, and
- 2 professional leave.
- 3

Cross References

Emergency & Legal Leave 5.301
Sick Leave 5.302
Personal & Professional Leave 5.303
Vacations and Holidays 5.310

Hickman County Board of Education

	Descriptor Term: Emergency and Legal Leave	Descriptor Code: 5.301	Issued Date: 10/05/20
		Rescinds: 5.301	Issued: 06/04/18

1 **EMERGENCY LEAVE**

2 An immediate supervisor may grant a certified employee emergency leave during the workday for a
3 sudden, unexpected occurrence demanding immediate attention. Leave shall be taken as personal
4 leave,¹ sick leave or leave without pay. The employee who uses emergency leave shall confirm said
5 leave on appropriate forms the day after returning to work.

6 Principals or administrative supervisors shall keep a tally of the amount of time individual employees
7 are released under this policy and when the total time reaches one (1) day, the employee shall be
8 charged with one (1) day of applicable leave.

9 **JURY DUTY**

10 When a teacher is summoned for jury duty s/he shall appear in court and specify a seven (7) day period
11 within twelve months that s/he will be available for jury duty. The following procedures shall regulate
12 the leave for jury duty for teachers:

- 13 1. The teacher shall present written evidence that s/he had been summoned to serve on a jury;
14 and,
- 15 2. The teacher shall be entitled to the usual compensation, less the amount paid by the court.²

16 **COURT APPEARANCES**

17 If an employee appears in state court because of a personal interest, whether as a plaintiff, defendant or
18 witness³ or voluntarily appears in behalf of family or friends, or when an employee is required to
19 appear in court either as a defendant or plaintiff in a civil case, personal leave or leave without pay
20 shall be granted in accordance with the established board policies on leaves.

21 *Support Personnel*

22 Support personnel called for jury duty or who serve as court witnesses shall present the subpoena or
23 other documents which give reporting instructions to the immediate supervisor. The employee shall
24 obtain a form indicating the days served and the court pay to be received from the court's clerk for
25 submitting to the payroll office. The employee shall receive the usual compensation less the amount
26 paid by the court.

Legal References

1. TCA 49-5-711(c)
2. TCA 22-4-106(b)
3. TCA 16-15-708; TCA 24-2-109

Cross References

Short Term Leaves of Absence 5.300

Hickman County Board of Education

Descriptor Term: Sick Leave	Descriptor Code: 5.302	Issued Date: 11/02/20
	Rescinds: 5.302	Issued: 10/05/20

1 LICENSED PERSONNEL

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

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

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

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

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

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

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

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

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

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

1 **SUPPORT PERSONNEL**

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

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

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

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

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

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

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

Legal References

1. TCA 49-5-710(a)(1)
2. TRR/MS 0520-01-02-.04(2)
3. TCA 49-5-710(a)(5)
4. TCA 49-5-811

Cross References

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

Hickman County Board of Education

Descriptor Term: Personal and Professional Leave	Descriptor Code: 5.303	Issued Date: 11/02/20
	Rescinds: 5.303	Issued: 10/05/20

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

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

7 If, at the termination of services, any employee has been absent for more days than leave has been earned,
8 an amount sufficient to cover the excess days used shall be deducted from the employee's final salary
9 payment.²

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

- 11 1. Except in emergency, each employee shall give the principal at least one day's notice in
12 writing of intent to take leave;
- 13 14 2. The approval of the principal of the school shall be required:³
 - 15 a. If more than ten percent (10%) of the teachers in any given school request its use
16 on the same day;
 - 17 b. If requested during any prior established student examination period;
 - 18 c. If requested on the day immediately preceding or following a holiday or vacation
19 period.
 - 20 d. If personal leave is requested for days scheduled for professional development or
21 in-service training, according to a school calendar adopted by the Board prior to
22 the commencement of the school year; or
 - 23 e. If personal leave is requested for days scheduled for parent-teacher conferences,
24 according to a school calendar adopted by the Board prior to the commencement
25 of the school year.

26
27 Professional leave is a short, temporary absence for the purpose of attending workshops and other
28 meetings relating to school business or serving on boards and commissions which meet during daytime
29 hours when appointed by a mayor, city council, county executive or county commission.⁴

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

31 In addition, certified employees shall be granted leave to serve on any board or commission of the state
32 when the appointment is made by the Governor or General Assembly. Such leave shall not be counted
33 against any other accumulated leave credits. The employee shall notify the principal at least five (5)
34 days prior to leave being taken.

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

Legal References

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

Cross References

Short Term Leaves of Absence 5.300
Legislative Leave 5.309

Hickman County Board of Education

Descriptor Term: Long-Term Leaves of Absence for Professional Personnel	Descriptor Code: 5.304	Issued Date: 11/02/20
	Rescinds: 5.304	Issued: 10/05/20

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

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

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

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

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

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

26 **PAY AND BENEFITS**

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

Legal References

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

Cross References

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

Hickman County Board of Education

	Descriptor Term: Long-Term Leaves of Absence for Support Personnel	Descriptor Code: 5.3041	Issued Date: 10/05/20
		Rescinds: 5.3041	Issued: 08/06/18

1 LONG TERM LEAVES OF ABSENCE

2 Support personnel shall be granted a long term leave of absence for sufficient reason without pay or
3 loss of accumulated leave credits. All leaves shall be requested in writing at least thirty (30) days in
4 advance on forms provided by the director of schools upon submission of a certified statement by a
5 physician. The application for leave forms shall require:

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

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

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

17 Any employee on leave shall notify the director of schools at least thirty (30) days prior to the date of
18 return if the employee does not intend to return to the position from which he is on leave.

Legal References

1. TCA 49-5-702

Cross References

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

Hickman County Board of Education

Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date: 11/02/20
	Rescinds: 5.305	Issued: 10/05/20

1 ELIGIBILITY

2 Anyone who has been employed for at least twelve (12) months by the school system and anyone who has at least
3 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for service for purposes of
4 FMLA eligibility¹) during the previous twelve-month period.²

5 GENERAL PRINCIPLES

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

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

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

19 MATERNITY/PATERNITY LEAVE

- 20 1. *Relationship between FMLA leave and Tennessee Maternity Act leave*- FMLA leave shall run
21 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible employees
22 leave for a period not to exceed four (4) months for the adoption, pregnancy, childbirth and nursing of a
23 newborn child.³
- 24
25 1. *Teachers' Leave*- In accordance with state law, any teacher who goes on maternity or paternity
26 leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for
27 maternity leave purposes. In order to be eligible to use sick leave, written request of the teacher
28 accompanied by a statement from the teacher's physician verifying pregnancy shall be submitted.
29 Upon verification by a written statement from an adoption agency or other entity handling an
30 adoption, a teacher may also be allowed to use accumulated leave for adoption of a child. If both
31 adoptive parents are teachers employed by the district, however, only one (1) parent is entitled
32 to use such leave.⁴

34 Spouses who are both eligible employees of the school district are limited to a combined total of twelve
35 (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken for birth and

1 care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who
2 has a serious health condition. Under certain circumstances, spouses who share leave for the birth or
3 adoption of a child may be eligible for limited amounts of additional leave for other qualifying FMLA
4 reasons.⁵

5 LEAVE FOR A SERIOUS HEALTH CONDITION⁶

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

12 LEAVE FOR MILITARY FAMILY MEMBERS

- 13 1. *Qualifying Exigency Leave*⁷ - Eligible employees are entitled to up to twelve (12) workweeks of leave
14 because of any “qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of
15 the employee, as defined under the FMLA, is on active duty, or has been notified of an impending call
16 to active duty, or has been notified of an impending call to active duty status, in the Armed Forces.
17 Qualifying exigencies may include:
18 a. issues arising from the service member’s short notice deployment;
19 b. military events and related activities (e.g. official ceremonies, support programs);
20 c. making or updating financial and legal arrangements, attending counseling;
21 d. taking up to fifteen (15) days leave to spend time with a covered service member who is on
22 short-term rest and recuperation leave during deployment; or
23 e. attending post-deployment activities.
- 24
- 25 2. *Military Caregiver Leave*⁸ - An eligible employee who is the spouse, son, daughter, parent, or next of kin
26 of a covered service member or covered veteran with a serious injury or illness is entitled to up to twenty-
27 six (26) workweeks of leave in a “single twelve (12) month period.” A covered service member is a current
28 member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing
29 medical treatment, recuperation, or therapy, is otherwise in out-patient status, or is otherwise on the
30 temporary disability retired list, for a serious injury or illness.

31
32 A covered veteran is an individual who was a member of the Armed Forces at any time during the period
33 of five (5) years preceding the date of the medical treatment, recuperation, or therapy that has a serious
34 injury or illness who is currently receiving medical treatment, recuperation, or therapy.

35
36 The calculation of this 5-year period shall not include the interval of October 28, 2009 through March 8,
37 2013. The “single twelve (12) month period” for leave to military caregiver leave begins on the first day
38 the employee takes leave for this reason and ends twelve (12) months later. An eligible employee is limited
39 to a combined total of twenty-six (26) workweeks of leave to provide care for a covered service member.
40 The maximum of twenty-six (26) workweeks may include no more than twelve (12) workweeks of leave
41 that is taken for the birth and care of a newborn child, for placement of a child for adoption or foster care,
42 for care of a parent who has a serious health condition, or for the employee's own serious health condition.

43 INTERMITTENT LEAVE⁹

44 Eligible employees may take FMLA leave intermittently when medically necessary to care for a seriously ill
45 family member, or because of the employee's own serious health condition, or for the care for a newborn, a newly

1 adopted child, or a newly placed foster care child. When a licensed employee requests foreseeable leave for
2 planned medical treatment and the employee would be on leave for greater than 20% of the total number of
3 working days in the period during which the leave would extend, the school may require that such employee elect
4 either to take the leave for periods of a particular duration, not to exceed the duration of the planned medical
5 treatment or to transfer temporarily to an available alternative position offered by the school system for which the
6 employee is qualified, and that has equivalent pay and benefits and better accommodates recurring periods of
7 leave.

8 RESTRICTIONS

9 1. Notice Requirements

- 10 a. *Employee Notice*¹⁰- For foreseeable leave, the employee shall provide the director of schools with
11 at least thirty (30) days written notice before the beginning of the anticipated leave.
12
13 b. *District Notice*- Once it has been established that the leave requested qualifies for FMLA, the
14 director of schools/ designee shall notify the employee within three (3) business days (absent
15 extenuating circumstances) that any leave taken pursuant to state leave statutes (paid vacation
16 leave, personal leave, sick leave, or workers' compensation) shall run concurrently with FMLA
17 leave.¹¹ The notice may be given orally or in writing. If the notice is oral, it shall be confirmed
18 in writing, no later than the following pay day.¹²
19

20 2. Certification Requirement¹³

- 21 a. The director may require that a request for leave be supported by certification issued by a health
22 care provider with the following information:
23 i. the date on which the serious health condition commenced;
24 ii. the probable duration of the condition;
25 iii. the appropriate medical facts within the knowledge of the health care provider
26 regarding the condition; and
27 iv. a statement that the eligible employee is needed to care for the son, daughter, spouse, or
28 parent and an estimate of the amount of time that such employee is needed.
29
30 b. If there is any reason to doubt the validity of the certification provided, the director may require,
31 at the expense of the school system, an opinion of a second health care provider.
32

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

- 34 a. If leave is taken more than five (5) weeks prior to the end of the term, the director of schools
35 may require the employee to continue taking leave until the end of the term if the leave is at
36 least three (3) weeks of duration and the return of employment would occur during the three (3)
37 week period before the end of the term.
38
39 b. If the leave is taken five (5) weeks prior to the end of the term, the director of schools may require
40 the employee to continue taking leave until the end of the term if the leave is greater than two (2)
41 weeks duration and the return to employment would occur during the two (2) week period before
42 the end of the term.

43 REQUIREMENTS OF THE BOARD¹⁵

- 44 1. The employee shall be restored to the same position of employment or an equivalent position with no
45 loss of benefits, pay, or other terms of employment.
46
47 2. The employee shall be kept under any group health plan for the duration of the leave.

- 1 3. The board may recover the premium paid under the following conditions:
- 2 a. the employee fails to return from leave after the period of leave has expired.
- 3 b. the employee fails to return to work for a reason other than the continuation, recurrence, or
- 4 onset of a serious health condition or other circumstances beyond the control of the employee.

Legal References

1. *Hinson v. Tecumseh Products Co.*, 2000 U.S. App. LEXIS 26778, at *1—10 (6th Cir. Oct. 17, 2000)
2. 29 USCA § 2601, 2611—2619
3. TCA 49-5-702; TCA 4-21-408
4. TCA 49-5-710(a)(2); TCA 8-50-802(a)(4)
5. 29 CFR § 825.120(a)(3)
6. 29 CFR § 825.113
7. 29 CFR § 825.126
8. 29 CFR § 825.124; 29 CFR § 825.127
9. 29 CFR § 825.202
10. 29 CFR § 825.302-825.304
11. 29 CFR § 825.207
12. OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v. Morton International, Inc.*, 212 F. 3d 929, 932 (6th Cir. 2000)
13. 29 CFR § 825.305-825.313
14. 29 CFR § 825.602
15. 29 USCA § 2614

Cross References

- Sick Leave 5.302
Long-Term Leaves of Absence 5.304

Hickman County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: <h2 style="margin: 0;">COVID-19 Leave</h2>	Descriptor Code: 5.3052	Issued Date: 08/02/21
		Rescinds:	Issued:

- 1 Employees are entitled to up to 10 days of paid sick leave if they are unable to work or telework
 2 because the employee:
- 3 1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
 - 4
 - 5 2. has been advised by a health care provider to self-quarantine related to COVID-19;
 - 6
 - 7 3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis; or
 - 8
 - 9 4. is caring for his/her son or daughter whose school or place of care is closed, or person who
 10 regularly provides childcare is unavailable, for reasons related to COVID-19 and no other
 11 suitable person is available to care for the child during the requested period of leave. Son or
 12 daughter is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a
 13 child of a person standing in loco parentis, who is under 18 years of age; or 18 years of age
 14 or older who is incapable of self-care because of a mental or physical disability.
- 15 To demonstrate eligibility for the leave, the employee may be required to provide proof of COVID-19
 16 testing or other suitable documentation for the circumstances. Employees should seek clarification
 17 from human resources if they have questions regarding the total amount of leave available to them.
- 18 This paid leave may be taken if there is work available for the employee to complete and the employee
 19 is unable to work or telework for one of the above reasons. Such leave is in addition to any paid leave
 20 that an employee may already be entitled to (e.g., existing sick leave). Employees are not required to
 21 exhaust any other paid leave benefit to utilize this new category of paid sick leave.
- 22 Employees will only be permitted up to 10 days of their regular pay per school year for any leave taken
 23 under this policy.
- 24 This policy will be in effect until 5/20/2022 unless the Board takes action to extend it. If the state or
 25 federal government issues a mandate for COVID-19 related leave after adoption of this local COVID-
 26 19 leave policy, such mandated leave will replace this policy entirely and this policy simultaneously
 27 will expire.

Hickman County Board of Education

	Descriptor Term: Military Leave	Descriptor Code: 5.306	Issued Date: 10/05/20
		Rescinds: 5.306	Issued: 06/04/18

1 Employees who are members of any reserve component of the Armed Forces of the United States shall
2 be granted leave of absence for all periods of military service during which they are engaged in the
3 performance of duty or training in the service of the state or the United States.¹ Reservists who anticipate
4 military duty during the school year must give written notice to the director of schools, within thirty (30)
5 days of the beginning of the school year, of the dates of the anticipated duty. While performing such
6 duty or training, the employee shall be paid his/her regular salary up to a maximum of twenty (20)
7 working days in any one (1) calendar year, plus such additional days as may result from any call to active
8 state duty.² An employee called to active duty by the governor to enforce the laws of the state shall be
9 paid his/her regular salary for such time as he/she is engaged in the performance of his/her duty, and any
10 time spent in active state duty shall not count against the twenty-day period of leave allowed for military
11 service.³

12 Request for leaves and extension of leaves shall conform to state law and board policy governing all
13 leaves of absence. Failure to comply with applicable laws and policies shall constitute grounds for
14 dismissal.

15 The employee shall supply a copy of the orders for duty, including the dates of departure and return it to
16 the director of schools prior to, or simultaneous with, requesting leave.

Legal References

1. 38 USCA § 4301 *et seq.*; TCA 49-5-702(a)
2. TCA 8-33-109
3. TCA 58-1-106(d); TCA 58-1-109

Cross References

Long Term Leaves of Absence for Professional Personnel
5.304

Hickman County Board of Education

	Descriptor Term: <h2 style="text-align: center;">Physical Assault Leave</h2>	Descriptor Code: <h3 style="text-align: center;">5.307</h3>	Issued Date: <h3 style="text-align: center;">10/05/20</h3>
		Rescinds: <h3 style="text-align: center;">5.307</h3>	Issued: <h3 style="text-align: center;">06/04/18</h3>

1 A teacher who is absent from assigned duties as a result of personal injury caused by physical assault
 2 or other violent criminal acts committed in the course of the teacher's employment duties, shall receive
 3 workers' compensation or comparable benefits without loss of accumulated or granted sick, personal or
 4 professional leave.¹

5 The school system shall continue to pay the teacher's full benefits including, but not limited to health
 6 insurance benefits, until the earlier of the date on which the teacher is released by the teacher's
 7 physician to return to work or the date on which the teacher is determined by the teacher's physician to
 8 be permanently disabled from returning to work.²

9 A signed statement listing the cause of the absence shall be provided by the employee on forms
 10 furnished by the director of schools and shall promptly be given to the immediate supervisor in support
 11 of all claims. A certificate from the physician on forms furnished by the director of schools may also
 12 be required to verify the extent of the injury.³
 13

Legal References

1. TCA 49-5-714(a)
2. TCA 49-5-714(b)
3. TRR/MS 0520-01-02-.04(5)(b)

Cross References

- Worker's Compensation 3.602
 Sick Leave 5.302
 Long Term Leaves of Absence 5.304

Hickman County Board of Education

	Descriptor Term: Vacations and Holidays	Descriptor Code: 5.310	Issued Date: 10/05/20
		Rescinds: 5.310	Issued: 06/04/18

1 VACATIONS

2 Full-time support personnel shall have ten (10) vacation days per year. The time of vacation must be
3 approved by the director of schools and immediate supervisor.¹

4 HOLIDAYS

5 Support personnel, if on active payroll at the time, shall be entitled to the following holidays:

6 Memorial Day
7 July 4
8 Labor Day
9 Thanksgiving (3 days)
10 December 24
11 December 25
12 New Year's
13 Good Friday

14 Equivalent days, as approved by the director of schools, may be taken when these days fall on weekends
15 or school is in session.

Legal References

1. TCA 5-23-104

Cross References

School Calendar 1.800

Social Security Number

Sick Leave

Name: _____

Substitute Teacher: _____

Dates Absent: _____

Total Number of Days Absent: _____

“Sick Leave” shall mean a leave of absence because of illness of a teacher from natural causes or accident, quarantine, or illness or a death of a member of the immediate family of a teacher (including the teacher’s spouse, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law). {TCA 49-5-701, TRR/MS 0520-1-2-.04 (2)}

Upon a teacher’s written request accompanied by her physician’s statement verifying pregnancy, any teacher who goes on maternity leave shall be allowed to use all or a portion of her accumulated sick leave for maternity leave purposes during the period of her physical disability only, as determined by her physician. { TCA 49-5-710}

Illness _____

Bereavement _____

Maternity* _____

* must submit physician’s statement

I certify that I was absent from school as stated above.

Signature of Teacher

Date

I certify that the teacher listed above was absent as stated above.

Signature of Principal/Assistant Principal/Supervisor

Social Security Number

Personal and Professional Leave

Name: _____

Substitute Teacher: _____

Dates Absent: _____

Total Number of Days Absent: _____

A teacher shall be allowed personal and professional leave earned at the rate of one (1) day for each one-half (½) year employed (i.e., two (2) days per year). Any personal and professional leave remaining unused at the end of a year shall be credited to that teacher as sick leave.

Subject to the following conditions, leave can be taken at the discretion of a teacher. The approval of the superintendent, superintendent's designee, or the Board of Education shall be required under the following conditions:

- A. If more that 10 percent (10%) of the teachers in any given school request its use on the same day;
- B. If personal leave is requested during any prior established student examination period; or
- C. If personal leave is requested on the day immediately preceding or following a holiday or vacation period. {TCA 49-5-711}

Personal _____

Professional _____

I certify that I was absent from school as stated above.

Signature of Teacher

Date

I certify that the teacher listed above was absent as stated above.

Signature of Principal/Assistant Principal/Supervisor

Hickman County Schools
Request for Long-Term Leave of Absence

Date of Request: -----*/ _____./ _____

I hereby request a long-term leave of absence from my duties as

_____ in the _____ School

for a period of time beginning ____ / ____ / ____ and ending

____ / ____ / ____

Reason: _____

Type of Leave:

Personal ___ Sick ___

Number of days of PAID leave _ _ _ _ _

Without Pay ___ Number of days WITHOUT pay _ _ _ _ _

I understand that I forfeit my rights if I fail to proceed according to this request. I shall notify the Director of Schools in writing at least thirty (30) days prior to the date of return if I do not intend to return to this position. I understand failure to render such notice may be considered a breach of contract.

Signature: _____

Date: _____

Recommended by: _____
Principal

Date

Recommended by: _____
Director of Schools

Date

NOTE: There is not a form for short term leaves of absences.

**Certification of Health Care Provider for
Employee's Serious Health Condition
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage and Hour Division**



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name: _____
First Middle Last
- (2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)
- (3) The medical certification must be returned by _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)
- (4) Employee's job title: _____ Job description (is / is not) attached.
Employee's regular work schedule: _____
Statement of the employee's essential job functions: _____

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____

Health Care Provider's name: (Print) _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)

(2) Provide your **best estimate** of how long the condition lasted or will last: _____

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

Inpatient Care: The patient (has been / is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

Incapacity plus Treatment: (e.g. outpatient surgery, strep throat)
Due to the condition, the patient (has been / is expected to be) incapacitated for *more than three* consecutive, full calendar days from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (was / will be) seen on the following date(s): _____

The condition (has / has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

Pregnancy: The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).

Chronic Conditions: (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

Permanent or Long Term Conditions: (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

Conditions requiring Multiple Treatments: (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

None of the above: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

(4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage.

(5) Due to the condition, the patient (had / will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

(6) Due to the condition, the patient (was / will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week)

(7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week)

(8) Due to the condition, the patient (was / will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

(9) Due to the condition, it (was / is / will be) medically necessary for the employee to be absent from work on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee's essential functions or a job description, answer these questions based upon the employee's own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee (was not able / is not able / will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

Signature of Health Care Provider _____ Date _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care
<ul style="list-style-type: none">• An overnight stay in a hospital, hospice, or residential medical care facility.• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
<p>Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:</p> <ul style="list-style-type: none">○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
<p>Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.</p>
<p>Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.</p>
<p>Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.</p>
<p>Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.</p>

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

**Designation Notice
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage and Hour Division**



**DO NOT SEND TO THE DEPARTMENT OF LABOR.
PROVIDE TO EMPLOYEE.**

OMB Control Number: 1235-0003

Expires: 6/30/2023

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form is optional, a fully completed Form WH-382 provides employees with the information required by 29 C.F.R. §§ 825.300(d), 825.301, and 825.305(c), which must be provided within five business days of the employer having enough information to determine whether the leave is for an FMLA-qualifying reason. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

The employer is responsible in **all** circumstances for designating leave as FMLA-qualifying and giving notice to the employee. Once an eligible employee communicates a need to take leave for an FMLA-qualifying reason, an employer may not delay designating such leave as FMLA leave, and neither the employee nor the employer may decline FMLA protection for that leave.

Date: _____ (mm/dd/yyyy)

From: _____ (Employer) To: _____ (Employee)

On _____ (mm/dd/yyyy) we received your most recent information to support your need for leave due to:
(Select as appropriate)

- The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- Your own serious health condition
- The serious health condition of your spouse, child, or parent
- A qualifying exigency arising out of the fact that your spouse, child, or parent is on covered active duty or has been notified of an impending call or order to covered active duty with the Armed Forces
- A serious injury or illness of a covered servicemember where you are the servicemember's spouse, child, parent, or next of kin (Military Caregiver Leave)

We have reviewed information related to your need for leave under the FMLA along with any supporting documentation provided and decided that your FMLA leave request is: (Select as appropriate)

- Approved.** All leave taken for this reason will be designated as FMLA leave. Go to Section III for more information.
- Not Approved:** (Select as appropriate)
 - The FMLA does not apply to your leave request.
 - As of the date the leave is to start, you do not have any FMLA leave available to use.
 - Other _____
- Additional information** is needed to determine if your leave request qualifies as FMLA leave. (Go to Section II for the specific information needed. If your FMLA leave request is approved and no additional information is needed, go to Section III.)

SECTION II – ADDITIONAL INFORMATION NEEDED

We need additional information to determine whether your leave request qualifies under the FMLA. Once we obtain the additional information requested, we will inform you **within 5 business days** if your leave will or will not be designated as FMLA leave and count towards the amount of FMLA leave you have available. **Failure to provide the additional information as requested may result in a denial of your FMLA leave request.**

If you have any questions, please contact: _____ at _____
(Name of employer FMLA representative) (Contact information)

Incomplete or Insufficient Certification

The certification you have provided is incomplete and/or insufficient to determine whether the FMLA applies to your leave request.
(Select as applicable)

- The certification provided is incomplete and we are unable to determine whether the FMLA applies to your leave request. "Incomplete" means one or more of the applicable entries on the certification have not been completed.

Employee Name: _____

- The certification provided is insufficient to determine whether the FMLA applies to your leave request. "Insufficient" means the information provided is vague, unclear, ambiguous or non-responsive.

Specify the information needed to make the certification complete and/or sufficient: _____

You must provide the requested information no later than (provide at least 7 calendar days) _____ (mm/dd/yyyy), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

Second and Third Opinions

- We request that you obtain a (second / third opinion) medical certification at our expense, and we will provide further details at a later time. Note: The employee or the employee's family member may be requested to authorize the health care provider to release information pertaining only to the serious health condition at issue.

SECTION III – FMLA LEAVE APPROVED

As explained in Section I, your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave and will count against the amount of FMLA leave you have available to use in the applicable 12-month period. The FMLA requires that you notify us as soon as practicable if the dates of scheduled leave change, are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against the total **amount of FMLA leave** you have available to use in the applicable 12-month period: (Select as appropriate)

- Provided there is no change from your **anticipated FMLA leave schedule**, the following number of hours, days, or weeks will be counted against your leave entitlement: _____.
- Because the leave you will need will be **unscheduled**, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised: (check all that apply)

- Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Based on your request, some or all of your available paid leave** (e.g., sick, vacation, PTO) **will be used during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- We are requiring you to use some or all of your available paid leave** (e.g., sick, vacation, PTO) **during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Other:** _____
(e.g., Short- or long-term disability, workers' compensation, state medical leave law, etc.) Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

Return-to-work requirements. To be restored to work after taking FMLA leave, you (will be / will not be) required to provide a certification from your health care provider (fitness-for-duty certification) that you are able to resume work. This request for a fitness-for-duty certification is *only* with regard to the particular serious health condition that caused your need for FMLA leave. **If such certification is not timely received, your return to work may be delayed until the certification is provided.**

A list of the essential functions of your position (is / is not) attached. If attached, the fitness-for-duty certification must address your ability to perform the essential job functions.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.

**Notice of Eligibility & Rights and Responsibilities
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage and Hour Division**



**DO NOT SEND TO THE DEPARTMENT OF LABOR.
PROVIDE TO EMPLOYEE.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

In general, to be eligible to take leave under the Family and Medical Leave Act (FMLA), an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. §§ 825.300(b), (c) which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

Date: _____ (mm/dd/yyyy)

From: _____ (Employer) To: _____ (Employee)

On _____ (mm/dd/yyyy), we learned that you need leave (beginning on) _____ (mm/dd/yyyy) for one of the following reasons: (Select as appropriate)

- The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- Your own serious health condition
- You are needed to care for your family member due to a serious health condition. Your family member is your:
 - Spouse
 - Parent
 - Child under age 18
 - Child 18 years or older and incapable of self-care because of a mental or physical disability
- A qualifying exigency arising out of the fact that your family member is on covered active duty or has been notified of an impending call or order to covered active duty status. Your family member on covered active duty is your:
 - Spouse
 - Parent
 - Child of any age
- You are needed to care for your family member who is a covered servicemember with a serious injury or illness. You are the servicemember's:
 - Spouse
 - Parent
 - Child
 - Next of kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

SECTION I – NOTICE OF ELIGIBILITY

This Notice is to inform you that you are:

- Eligible** for FMLA leave. (See Section II for any Additional Information Needed and Section III for information on your Rights and Responsibilities.)
- Not eligible** for FMLA leave because: (Only one reason need be checked)
 - You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately: _____ towards this requirement.
(months)
 - You have not met the FMLA's 1,250 hours of service requirement. As of the first date of requested leave, you will have worked approximately: _____ towards this requirement.
(hours of service)

Employee Name: _____

- You are an airline flight crew employee and you have not met the special hours of service eligibility requirements for airline flight crew employees as of the first date of requested leave (i.e., worked or been paid for at least 60% of your applicable monthly guarantee, and worked or been paid for at least 504 duty hours.)
- You do not work at and/or report to a site with 50 or more employees within 75-miles as of the date of your request.

If you have any questions, please contact: _____ (Name of employer representative)
at _____ (Contact information).

SECTION II – ADDITIONAL INFORMATION NEEDED

As explained in Section I, you meet the eligibility requirements for taking FMLA leave. Please review the information below to determine if additional information is needed in order for us to determine whether your absence qualifies as FMLA leave. Once we obtain any additional information specified below we will inform you, **within 5 business days**, whether your leave will be designated as FMLA leave and count towards the FMLA leave you have available. **If complete and sufficient information is not provided in a timely manner, your leave may be denied.**

(Select as appropriate)

- No additional information requested. If no additional information requested, go to Section III.
- We request that the leave be supported by a certification, as identified below.
 - Health Care Provider for the Employee
 - Health Care Provider for the Employee's Family Member
 - Qualifying Exigency
 - Serious Illness or Injury (Military Caregiver Leave)

Selected certification form is attached / not attached.

If requested, medical certification must be returned by _____ (mm/dd/yyyy) (Must allow at least 15 calendar days from the date the employer requested the employee to provide certification, unless it is not feasible despite the employee's diligent, good faith efforts.)

- We request that you provide reasonable documentation or a statement to establish the relationship between you and your family member, including *in loco parentis* relationships (as explained on page one). The information requested must be returned to us by _____ (mm/dd/yyyy). You may choose to provide a simple statement of the relationship or provide documentation such as a child's birth certificate, a court document, or documents regarding foster care or adoption-related activities. Official documents submitted for this purpose will be returned to you after examination.
- Other information needed (e.g. documentation for military family leave): _____.
The information requested must be returned to us by _____ (mm/dd/yyyy).

If you have any questions, please contact: _____ (Name of employer representative)
at _____ (Contact information).

SECTION III – NOTICE OF RIGHTS AND RESPONSIBILITIES

Part A: FMLA Leave Entitlement

You have a right under the FMLA to take unpaid, job-protected FMLA leave in a 12-month period for certain family and medical reasons, including up to **12 weeks** of unpaid leave in a 12-month period for the birth of a child or placement of a child for adoption or foster care, for leave related to your own or a family member's serious health condition, or for certain qualifying exigencies related to the deployment of a military member to covered active duty. You also have a right

Employee Name: _____

under the FMLA to take up to **26 weeks** of unpaid, job-protected FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness (*Military Caregiver Leave*).

The 12-month period for FMLA leave is calculated as: (*Select as appropriate*)

- The calendar year (January 1st - December 31st)
- A fixed leave year based on _____
(*e.g., a fiscal year beginning on July 1 and ending on June 30*)
- The 12-month period measured forward from the date of your first FMLA leave usage.
- A “rolling” 12-month period measured backward from the date of any FMLA leave usage. (*Each time an employee takes FMLA leave, the remaining leave is the balance of the 12 weeks not used during the 12 months immediately before the FMLA leave is to start.*)

If applicable, the single 12-month period for *Military Caregiver Leave* started on _____ (*mm/dd/yyyy*).

You (*are* / *are not*) **considered a key employee** as defined under the FMLA. Your FMLA leave cannot be denied for this reason; however, we may not restore you to employment following FMLA leave if such restoration will cause substantial and grievous economic injury to us.

We (*have* / *have not*) determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. Additional information will be provided separately concerning your status as key employee and restoration.

Part B: Substitution of Paid Leave – When Paid Leave is Used at the Same Time as FMLA Leave

You have a right under the FMLA to request that your accrued paid leave be substituted for your FMLA leave. This means that you can request that your accrued paid leave run concurrently with some or all of your unpaid FMLA leave, provided you meet any applicable requirements of our leave policy. Concurrent leave use means the absence will count against both the designated paid leave and unpaid FMLA leave at the same time. If you do not meet the requirements for taking paid leave, you remain entitled to take available unpaid FMLA leave in the applicable 12-month period. Even if you do not request it, the FMLA allows us to require you to use your available sick, vacation, or other paid leave during your FMLA absence.

(*Check all that apply*)

- Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- You have requested to use some or all of your available paid leave** (*e.g., sick, vacation, PTO*) during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- We are requiring you to use some or all of your available paid leave** (*e.g., sick, vacation, PTO*) during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Other:** (*e.g., short- or long-term disability, workers' compensation, state medical leave law, etc.*) _____
Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

The applicable conditions for use of paid leave include: _____.

For more information about conditions applicable to sick/vacation/other paid leave usage please refer to _____

_____ available at: _____.

Employee Name: _____

Part C: Maintain Health Benefits

Your health benefits must be maintained during any period of FMLA leave under the same conditions as if you continued to work. During any paid portion of FMLA leave, your share of any premiums will be paid by the method normally used during any paid leave. During any unpaid portion of FMLA leave, you must continue to make any normal contributions to the cost of the health insurance premiums. To make arrangements to continue to make your share of the premium payments on your health insurance while you are on any unpaid FMLA leave, contact _____ at _____.

You have a minimum grace period of (30-days or _____ *indicate longer period, if applicable*) in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave if you do not return to work following **unpaid** FMLA leave for a reason other than: the continuation, recurrence, or onset of your or your family member's serious health condition which would entitle you to FMLA leave; or the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or other circumstances beyond your control.

Part D: Other Employee Benefits

Upon your return from FMLA leave, your other employee benefits, such as pensions or life insurance, must be resumed in the same manner and at the same levels as provided when your FMLA leave began. To make arrangements to continue your employee benefits while you are on FMLA leave, contact _____ at _____.

Part E: Return-to-Work Requirements

You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. An equivalent position is one that is virtually identical to your former position in terms of pay, benefits, and working conditions. At the end of your FMLA leave, all benefits must also be resumed in the same manner and at the same level provided when the leave began. You do not have return-to-work rights under the FMLA if you need leave beyond the amount of FMLA leave you have available to use.

Part F: Other Requirements While on FMLA Leave

While on leave you (will be / will not be) required to furnish us with periodic reports of your status and intent to return to work every _____.
(Indicate interval of periodic reports, as appropriate for the FMLA leave situation).

If the circumstances of your leave change and you are able to return to work earlier than expected, you will be required to notify us at least two workdays prior to the date you intend to report for work.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name Graduation Account

Proposed fundraising activities: lip sync battle, Dec 15, 22
Dec 16, 22.

Purposed Uses of funds raised
Graduation 2023

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

Method by which school will receive profit ticket sales for
two shows 1 evening 1 daytime

Requested by Tracy Poth Date 11/9/22
Name/Title

Approved by Amberly Williams Date 11/10/22
Principal

Approved by Michelle Hebert Date 11/18/22
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 Class of 2023

Account Number 703

Proposed fundraising activities:

Winter Wonderland Semi-Formal ^{proposed date} January 28

Purposed Uses of funds raised: Graduation | Senior Class Expenses
^{If Inclement Weather} February 4

Expected Student involvement (school-wide or specific school organization):

purchase of tickets students \$15-\$25

guests \$25-\$35

Method by which school will receive profit: ticket sales - expenses

Requested by: Crystal Johnson
Name/Title

11-17-22
Date

Approved by: Kimberly Williams
Principal

11/18/22
Date

Approved by: Michelle Shwert
Director of Schools*

11/18/22
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.

Revised

Exhibit 1

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name Student Council
Proposed fundraising activities: Gobble Grams ~~Christmas~~ Holiday
\$1 to send to a friend / sell during December
Deliver on 12-15-22
Purposed Uses of funds raised
Christmas for teachers

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

Method by which school will receive profit Cash

Requested by Beth Copley, Sponsor Date 11/11/22
Name/Title

Approved by Uma S. Shuppi Date 11-11-22
Principal

Approved by Michelle Gilbert Date 11/21/22
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.

policy 2.601

have to approve and send in board prior to start

revised + approved 11/21/22

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name Rewards

Proposed fundraising activities: school winter social on Dec. 9th
6-8 pm

Purposed Uses of funds raised
Rewards for students and teachers

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

Method by which school will receive profit currency

Requested by Brandy Warren Date 11-28-2022
Name/Title

Approved by Ima S. Shipper Date 11-28-22
Principal

Approved by Michelle Silver Date 11/30/22
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 School fundraiser

Proposed fundraising activities: Breakfast with Santa -
pancake breakfast + photos (12/10/22 -)

Purposed Uses of funds raised materials + construction

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

Method by which school will receive profit cash or check

Requested by Theresa Buttrely Teacher Date 11-15-22
Name/Title

Approved by Leigha Coble Date 11/15/22
Principal

Approved by Michelle Hivert Date 11/28/22
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



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

Fund/Account Name E HHS Baseball

Account Number 608

Proposed fundraising activities: Boston Butts - 12/5/22 - 11/29/22 - 11/19/23

Purposed Uses of funds raised: New Jerseys, Field Maintenance & Upgrades

Expected Student involvement (school-wide or specific school organization): Student for sale / Butts for / loss out on delivery date. (Baseball Players)

Method by which school will receive profit: Check/cash

Requested by: Caleb Brewer
Name/Title

11/10/22
Date

Approved by: Kimberly Williams
Principal

11/15/22
Date

Approved by: Michelle Hewitt
Director of Schools*

11/30/22
Date

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

PROPOSED FUNDRAISING ACTIVITIES

Fund/Account Name: EHMS Girls Basketball

Proposed Fundraising Activities: Selling Fancloth

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

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., Nunnally, TN 37137

School Support Organization
Request For Fundraising Activities

Organization Above the Rim Club, Inc.

Proposed Fundraising Activity Christmas tournament

Date(s) December 28th - 30th 2022

Location(s) HCHS Gym

Requested By Joseph C. Hunt, President 11-28-22
President/Chair of Organization Date

Recommended By R. A. 11/28/22
Principal Date

Approved Michelle Gilbert 12/1/22
Director of Schools or Designee Date

Not Approved _____ Date
Director of Schools or Designee

** A signed copy will be mailed to the organization and forwarded to the school**