

Bedford County Board of Education  
September 15, 2020 5:30 PM  
Central Office Board Room

I. PROCEDURAL ITEMS

- A. Call to Order
- B. Moment of Silence
- C. Pledge of Allegiance
- D. Opening Remarks

II. CONSENT AGENDA

- A. Approval of Agenda
- B. Minutes from August 18,2020 Regular Monthly Meeting
- C. Memorandum of Understanding with Centerstone
- D. SAVE Act Compliance Certification 2020-21

III. PRESENTATIONS

- A. Update on Start of 2020-21 School Year Amid COVID-19 by Karen Scoggins, Barry Bennett, Ben Barrett, Tiffany Swain

IV. ACTION ITEMS

- A. Elect Chair and Vice Chair
- B. Elect TLN Representative
- C. Appoint TSBA Delegates & Alternates
- D. Resolution in Support of a Moratorium on State Standardized Testing for the 2020-21 School Year
- E. Policy 6.315 - Detention - New
- F. Policy 6.305 - Student Concerns - Revision

- G. Policy 6.314 - Corporal Punishment - Revision
- H. Policy 6.309 - Zero Tolerance Offenses - Revision
- I. Policy 6.316 - Suspension - Revision
- J. Policy 6.317 - Student Disciplinary Hearing Authority - Revision
- K. Policy 6.319 - Alternative Education - Revision
- L. Bid 21-8 Propane
- M. Bid 21-9 HVAC Filters
- N. Bid 21-10 Light Bulbs
- O. Bid 21-11 Roofing Repairs
- P. IDEA Partnership Grant Amendment #2
- Q. August Monthly Financial Report
- R. Superintendent Evaluation Instrument
- S. Architect Contract for Community Wing Addition

#### V. REPORT ITEMS

- A. Monthly Tax Analysis
- B. Executive Committee Report
- C. Superintendent's Report

#### VI. OTHER BUSINESS

- A. Acknowledge Special Programs and Achievements
- B. FYI - Expenditures
- C. FYI - Personnel
- D. ADJOURNMENT

September 15, 2020

BEDFORD COUNTY BOARD OF EDUCATION

**Minutes from August 18, 2020 Regular Monthly Meeting**

The Bedford County Board of Education met in a regular monthly session on Tuesday, August 18, 2020 at approximately 5:30 p.m. in the central office building board room located at 500 Madison Street. Due to social distancing concerns and limited space in the board room, the meeting could be viewed from the staff development room or through live stream on a Zoom link and through Facebook.

Board members Forsee, Neeley, Boutwell, Crews, Brown, Cashion and Reed were present for the start of the meeting, with Dr. Anderson attending from home via telephone. Mr. Cook arrived at 5:35 p.m. Chairman Forsee called the meeting to order, followed by a moment of silence and the Pledge of Allegiance.

**CONSENT AGENDA**

***The consent agenda was approved by acclamation, upon the motion and second of Mrs. Neeley and Mr. Brown.***

**PRESENTATIONS**

**Virtual, Online, Remote Learning, Continuous Learning Plan – Karen Scoggins, Barry Bennett, Ben Barrett, Tiffany Swain**

A PowerPoint presentation (see document in August 18, 2020 board meeting file) was given by members of the instructional team on the Continuous Learning Plan required by the state as well as numbers on attendance and homeschool, virtual learning and other information.

As of this date, 8,328 students are currently enrolled. This is compared to last year's number at this time of 8,707. We are looking for 165 no shows, 16 of which are enrolled in the virtual program. Some students may be in home-school that we are not yet aware of.

Barry Bennett, Supervisor of Student Services, explained there are three types of home school: independent, umbrella and online. He showed the breakdown of numbers as of today. For independent home-school there are a total of 174 students; 134 of those are new, with 40 of them being re-upped from last year. There are 117 students in umbrella programs; 11 in online schools and 18 in the TN Virtual Academy/Connections Academy. Mr. Bennett explained that the number will rise on the independent home-schooled students as they renew their intent letters. (Mr. Cook arrived at this point in the meeting.)

There are over 600 private home-schools in Tennessee, most of which are faith-based. Online are exactly that, and the ones that our families use are in other states. They advertise as an option for a student to get through high school at a faster pace and offer two year programs.

Mr. Bennett said the new kids on the block are TN Virtual Academy/Connections Academy and are the ones running the commercials you see. When a student goes to these they are staying in Tennessee but transferring to another school.

Mr. Bennett said on the numbers presented, Mrs. Rhodes had pulled the online and virtual numbers from the database using withdrawal codes indicated, and the 174 number on homeschoolers is "pretty solid" and all together these three categories add up to 320 students. He then reviewed numbers from the past three years.

He explained that the numbers are low right now, given the pandemic, because they are summer numbers. We won't get the umbrella numbers or those for the virtual academy until later as they have pushed back their start dates to get as much open enrollment as possible.

Karen Scoggins, Assistant Superintendent, pointed to the booklet at each board member's seat on the system's Continuous Learning Plan (see document in August 18, 2020 board meeting file). She explained that the state required every district to complete a CLP and it must be approved by the state in order for the system to count any remote learning as an instructional day and reap the BEP benefits. The template for the plan came out in mid-July with no guidance and the administration began work on it immediately. It was due on July 24, however it was turned in early on July 20. Then on July 23, guidance and templates came from the state one day prior to the deadline. The plan came back for some revisions and is at the state now.

Mrs. Scoggins then scanned through some highlights contained in the booklet. Page 4 of the booklet outlines the program models the system will be working under for 2020-21. These will be: the traditional brick-and-mortar in-person model; the remote or hybrid model; and then if necessary, an all virtual model.

Instruction is broken down by grade band on page 6 by content area, minutes per session, and the type of delivery mechanism that will deliver learning to the student.

Section 1 of the booklet details what the administration had to submit to the state in ePlan.

Beginning on page 3 of the second section, is a breakdown of the three instructional models and protocols. Mrs. Scoggins noted that there are seating charts for all classrooms and buses across the district. Karen Scoggins – "If we have a student that tests positive, we do not have to quarantine the whole room. We know who has contact with them the entire day and help with the Department of Health's contact tracing."

Beginning at the bottom of page 7, there are options for school closure. She noted that last week a home connectivity survey was sent out for all our homes in Bedford County asking for such info as if they have a laptop that has access to a microphone and camera; if they have access to the internet and what type of access; etc. That info is currently being collected so the administration will know under which option students will be served. She then reviewed the three options.

Page nine details the Students with Disabilities and Students with 504s school closure plan. Very specific things may be required based on the severity of the disability or what is called for in the IEP. She then reviewed the details of this plan as well as that for ELL students.

Page 14 outlines a plan to remediate for learning loss due to COVID that breaks down each content area and grade band along with benchmarks.

Page 26 outlines a specific plan for K-2 Early Learning. Mrs. Scoggins said this was one of the easiest tasks they had to complete due to the high quality of the ELA curriculum. Everything that was needed was already embedded in CKLA's program. This will be supplemented with the Amplify program that will be purchased through CARES Act funding.

Section 3 of the booklet outlines the policies, procedures, tools and professional development for how to instruct teachers to teach virtually. Karen Scoggins – "We visited classroom teachers doing virtual and those teaching blended. We can say from the walkthroughs that teachers teaching all virtual have had an easier time than teachers doing blended. It has been a learning curve to have traditional and virtual in the same class." Ben Barrett noted that Zack Spears has been working on Q & As to make sure teachers are supported. The technology department conducted a professional development this afternoon and will again tomorrow around virtual learning and the platform.

Mr. Barrett updated the board on enrollment in the virtual learning program (Cascade Elementary – 51, Cascade Middle – 40, Cascade High – 46, Community Elementary – 48, Community Middle – 45, Community High – 41, Eakin – 99, East Side – 48, HMS – 195, Learning Way – 59, Liberty – 60, SCHS – 225, South Side – 35, Thomas – 35) for a total of 1, 027 students. Tiffany Swain and the virtual learning program contacts at each school have diligently answered questions and concerns from families. A help desk was set up to address family concerns with technology, which have slowed down after the first week.

A connectivity survey was sent out to teachers to gauge progress. Mr. Barrett said that results from that indicate that we are doing a pretty good job with Microsoft Teams as 78% percent said they feel confident or really confident with only 7 percent saying they felt uncomfortable. Ben Barrett – "We do realize we have work to do with blended learning so when we got those results we have tried to tailor our approach to blended learning." Mr. Brown asked if the technology department will re-survey, as some teachers ages 55+ have indicated they are not comfortable, but may be some of our best teachers. The department will re-survey, and Mrs. Scoggins sent out a needs assessment on professional development to teachers today.

Technology has offered 13 hours of professional development thus far. Teachers have been trained on Thivist, Edmentum, Office 365, and various tips and tricks. Of the thirteen hours thus far, three have been devoted to questions and answers. All Q & A sessions have been recorded. Zack Spears has also created more than 25 on-demand professional development courses for teacher and a PD OneNote has been created to hold all the opportunities. Mr. Cook gave a shout-out to teachers for adjusting to all of the new technology in the classroom.

Right now, 1421 laptops are on order that should arrive within 30 days. Ethernet adaptors will be ordered for each teacher so their laptops have a better Internet connection and reduce the amount of computers on wireless.

The orders for outdoor access points and portable wi-fi for buses has been placed. The technology department is working with vendors on installation.

Each student has an email account. Teams have been created and implemented for all teachers.

Mrs. Scoggins noted that all of these things had been purchased through CARES money. The system has applied for a Technology Remote Grant that would give the system another 250 laptops. There continues to be a rollout of grants from the state that the system will look for to apply.

Mr. Brown asked about the 1,421 laptops being on order and not here for 30 days and if that would prohibit the system from going all-virtual. Mr. Barrett said the system actually could go all-virtual based on the numbers, and the 1,421 will be great in replacing the oldest devices.

Mr. Forsee asked how long it takes to stage a computer. Mr. Barrett said Christie Williams has worked on ways to speed up the process, but there is CARES money available if they need to pay for help in staging.

Brian Crews – “Can somebody tell me what the push is to go virtual? What is the push to do that right this minute?”

Karen Scoggins – “There is no push to do that right this minute, but we have to have a plan. There is an urgency to have our plan and preparations.”

Brian Crews – “We haven’t focused tonight on kids staying in school.”

Ben Barrett – “The blended plan focuses on kids staying in school.”

Brian Crews – “So, there is no urgency.”

Don Embry – “Not on our part. What is hurting us right now is staff being quarantined. We are running out of teachers and staff to supervise and deliver teaching. It is not the number of students.”

Brian Crews – “But you sent out a letter today that we are not in a position...”

Don Embry – “We are not planning to be out anytime soon.”

Brian Crews – “So far we have been meeting for 45 minutes and it is like we are closing down by the end of the week. I just wanted to get that point across.”

The question was asked for a student with a laptop at home to have the option of doing the work two days later, rather than in real time, could this option could be provided for working parents.

Mrs. Scoggins said that was possible but hoped that students would be interacting with their teachers and that parents would choose this, rather than to delay the learning til after their work schedules allowed.

David Brown – “That is not possible when two parents are working or they have a second grader at home.”

Mrs. Scoggins said she understood but said that the child might possibly have access at daycare. Karen Scoggins – “It is difficult for a child in K-2 to get an awareness of phonics if teacher is not interacting with them. That would be our hope – to work with our parents.”

Mr. Cook gave a scenario of having three children at home with streaming capability being limited and all three trying to log-on at the same time. Those children would go the asynchronous route by watching on a phone and doing the work on their computer the next day.

Michael Cook – “How long did we spend making this plan? It just seems like we spend a lot of time putting stuff on paper when we should be training...”

Nicole Cashion – “We have to do what the state requires.”

Mr. Crews apologized for his tone and expressed frustration, “We hear from our president and governor to be in school as traditionally as possible, but regulations are in place that make it almost impossible.” He noted the 14-day quarantine rule even if a teacher is healthy. Someone noted it is a health department rule and Mr. Embry added it could be as many as 24 days, even with a negative test.

Mr. Forsee asked about the “goal line” for COVID numbers and going virtual and was told the state doesn’t have cuts. There are no guidelines to where hybrid or virtual needs to kick-in.

Brian Crews – “We go to these conferences and they talk about local control and we come here and find out that we have no control. We can watch our numbers go down on active cases but watch our staff go down because we have no control.”

Mr. Cook asked about the strategy for keeping employees in the offices distanced. Mr. Embry said there is a flow chart of guidance from the health department we must follow and had copies on hand to distribute later in the meeting. Mr. Embry gave the example of a school’s administrative staff with one testing positive. Others have been identified as close contacts so that the positive tests are isolated for ten days and they have to be fever free and no symptoms for the last 24 hours. The ones that are close or immediate contacts are quarantined for 14 days, no exceptions. He went on to say that the incubation period of COVID is 14 days. If a person tests positive and he was a close contact, then he would have to quarantine for 14 days and it could take up to 12 days before he might actually test positive. We are not requiring a negative test to return to work or school because it is possible to test positive a month after you are well.

Mr. Brown asked if quarantine comes off of comp time and was told no, that extended FMLA, which is good through the end of 2020 and will probably be extended, covers 80 hours.

Mrs. Neeley asked about the teachers who are under quarantine, but not sick, and if they could teach remotely since it is so hard to find substitutes right now. Mr. Embry said we are doing some of that right now. He added there are 52 staff members who have been quarantined, many of whom do not have symptoms and are not sick. If they have the resources/internet at home they may be teaching remotely a virtual class, while we have some doing the reverse. We have a substitute in the classroom, and the teacher is teaching remotely from home. Mr. Brown asked how that was working and the Superintendent said it was a learning process.

Mr. Cook asked if Will-Sub was providing substitutes and the Superintendent said yes, a few, but that in talking with other systems it is not the outsourcing company, but rather that people who would normally sub, such as retirees, are no longer willing to amid the pandemic, so the pool of potential substitutes is greatly diminished. Mr. Cook confirmed that Will-Sub doesn’t get paid on a monthly fee basis, but only when they place subs.

Mr. Forsee asked about BEP funding. Superintendent Embry said that BEP is based upon Average Daily Membership and that won’t be known until the end of the school year. It will affect us on growth

money in March or June, but not this year. Don Embry – “Where we are going to be hit is next year on our funding because our budget is set for this year. Next year we will have to be concerned.”

Mr. Crews asked if the number of those who get quarantined but never get sick or have a symptom could be tracked so that a push could be made to convince the governor to change the guidelines. Health privacy issues were discussed. Mr. Crews said he wanted the teachers and students to be safe but felt that quarantining of so many well people was excessive.

Superintendent Embry reported that since the start of school we have had 7 students to test positive and we think that a couple of those cases were positive before school started. Out of our 8,600 students we have quarantined or are currently, 146 students. Staff numbers were 52 quarantined with 6 positive tests. Mrs. Cashion asked if the 146 students who are being quarantined are able to attend virtually and the Superintendent confirmed they were given that opportunity, but did not know the number on how many actually were attending virtually.

#### **COVID-19 and Start of School Update – Daniel Kleindienst**

Director of Environmental Services Daniel Kleindienst reported that all schools were ready as normal for students to return, and highly disinfected.

All of his department’s employees had received additional training and were instructed to wear masks if they are in a hallway or other areas where they may be in close proximity to students. Employees are being tested, and screened about exposure and having temperatures taken every day.

Many hand sanitizing machines have been placed throughout the system. Two ion machines have just come in and the department has started to use the backpack machine which is loaded with disinfectant that is then ionized, putting out a vapor of the disinfectant into a large area. Liberty and Eastside were done this past weekend and tonight Shelbyville Central is being done. A schedule is being implemented to cover schools as regularly as possible and if word is received of a potential problem area, crews will target those areas. All of this is in addition to the washing of doorknobs, handwashing, etc. that is taking place.

The department went to Jack Daniel’s Distillery and picked up over \$25k of hand sanitizer. They also have built sneeze guards at all school main front desk areas or high traffic areas such as the SCHS library. Notification signs related to COVID and social distancing were purchased and have been placed throughout the system. All COVID related materials, equipment, and supply purchases are being tracked.

Currently one custodian is out on quarantine due to a close-contact situation. Mr. Kleindienst mentioned he currently has about 12 custodial openings, so there is a real need in that area. They are also short one maintenance and one grounds person.

Mr. Kleindienst then gave an update on the fire clean-up at Cascade Middle School, noting that at the moment the front end of the school can be used. All the cafeteria ceiling tile and ductwork has been taken down as well as ceiling tiles in the auditorium, library and kitchen. The library has been put back together and is being used.

There have been some electrical issues to overcome. The fire started in the concession stand and the electrical in there has been replaced. The fire marshal has to come and look at that section. If that is approved next Wednesday or Thursday, we can use the gym again.

The rest of the work will take between 4-6 weeks. Belfor has been wonderful to work with. Mr. Kleindienst said the day of the fire he and Superintendent Embry had called Tennessee Risk Management Trust and they had a crew on the job that afternoon. Mr. Kleindienst has been meeting with various inspectors and people from Coca-Cola Company almost daily.

### **ACTION ITEMS**

#### **Revision – Policy 6.300 – Code of Conduct**

Assistant Superintendent Karen Scoggins noted that a new law was passed last year around trauma informed practices in Tennessee but that Bedford County was ahead of the game, having started work with the Tennessee Behavior Project six years ago. The system is a TN Behavior Support Project district. Each school has a School-Wide Positive Behavior Support (SWPBS) manual that is implemented.

The revision to Policy 6.300 – Code of Conduct (see documents in August 18, 2020 board meeting file) infuses what the system is already doing with what was in policy and procedure. TSBA provided guidance and this was merged with the law on trauma informed discipline and infused into the proposed policy revision. A review committee also worked on the policy. Board member Nicole Cashion served on the committee to provide her expertise with juveniles. Thus, the revision is a culmination of the work of staff, the review committee and TSBA.

**The proposed revision was approved by unanimous vote, upon the motion and second of Mr. Boutwell and Mrs. Cashion.**

#### **Rescind – Policy 6.301 – Rights & Responsibilities**

Based on the board's action to approve Policy 6.300, the Superintendent recommended rescinding Policy 6.301 (see document in August 18, 2020 board meeting file) as the language from this policy had been updated and included into the Code of Conduct policy. **Mrs. Neeley moved to rescind the policy. Her motion was seconded by Mr. Cook. The move to rescind passed with a vote of 9-0.**

#### **Rescind – Policy 6.313 – Discipline Procedures**

The Superintendent explained that the information contained in Policy 6.313 (see document in August 18, 2020 board meeting file) had been updated and merged into the Code of Conduct policy revision just approved, therefore he recommended rescinding Policy 6.313. **Upon the motion and second of Mr. Brown and Mr. Reed, the board voted unanimously to rescind Policy 6.313.**

#### **Elementary and Secondary School Emergency Relief (ESSER) Grant – Amendment #1**

Superintendent Embry explained there are two amendments to the recently approved ESSER or CARES Act Grant, this being the first amendment (see document in August 18, 2020 board meeting file). This is the major grant money received to purchase technology and for other emergency expenditures related to COVID-19. He recommended approval of Amendment #1. Mr. Cook confirmed this was not a matching grant. **Upon the motion and second of Cook and Neeley, the board unanimously voted their approval of Amendment #1.**

### **Elementary and Secondary School Emergency Relief (ESSER) Grant – Amendment #2**

This amendment (see document in August 18, 2020 board meeting file) was approved by a vote of 9-0, upon the motion and second of Mr. Brown and Mrs. Neeley.

### **IDEA Partnership for Systemic Change Implementation Grant – Revision #1**

Superintendent Embry recommended the first revision to the IDEA Partnership for Systemic Change Implementation Grant (see document in August 18, 2020 board meeting file). **Upon the motion of Mr. Cook and second of Mr. Boutwell, the board voted 9-0 to approve the recommended revision.**

### **Title IX McKinney-Vento Grant Budget**

This is the new fiscal year budget for homeless education through Title IX McKinney-Vento. The Superintendent recommended approval of this budget (see document in August 18, 2020 board meeting file). **Mr. Reed moved to approve the budget. His motion was seconded by Mrs. Cashion and passed by a vote of 9-0.**

### **June Monthly Financial Report**

County Finance Director Robert Daniel reviewed the June Monthly Financial Report (see document in August 18, 2020 board meeting file). He noted that total expenditures and revenues are very close which is what you would hope to see. This document had been deferred from last month's agenda because the year-end closeout was not complete. **The June Monthly Financial was accepted by unanimous vote, upon the motion and second of Mr. Boutwell and Mr. Cook.**

### **Quarterly Financial Report**

The Quarterly Financial Report (see document in August 18, 2020 board meeting file) had also been deferred from the July board meeting. It contains the same information as the June monthly report but will go to the county for approval. **Upon the motion and second of Diane Neeley and David Brown, the Quarterly Financial Report was accepted and recommended for approval to county finance by a vote of 9-0.**

### **July Monthly Financial Report**

Mr. Daniel reviewed the July Monthly Financial Report (see document in August 18, 2020 board meeting file). He noted there was not much activity with the first report of the fiscal year. **The July financial was accepted by a vote of 9-0, upon the motion and second of Mr. Cook and Mr. Boutwell.**

## **REPORT ITEMS**

### **Monthly Tax Analysis**

Robert Daniel reviewed the monthly tax analysis' from June and July 2020 (see documents in August 18, 2020 board meeting file). He noted on the June 2020 analysis that property tax collections finished ahead of the previous year by \$198k, that clerk and master were down \$126k, prior year tax collections finished up \$11,468, and sales tax finished \$110k above, even with the pandemic so internet sales are now impacting the sales tax collection numbers.

### **Building Program Update**

Chairman Forsee reported that the window project at Southside is complete. Regarding the architect's contract for the wing at Community High, Architect John Davis and Robert Daniel have met several times. Mr. Daniel said, "That is about to be finalized." The Chairman said the contract had been forwarded to the board's attorney for review.

### **Executive Committee Report**

According to Board Policy 5.902 – Board Collaborative Conferencing Team, during the first two (2) months of each fiscal year, the Board will select and appoint specific individuals as members of the management personnel team that will represent the Board in all collaborative conferencing activities. The term for members is three years.

Chairman Forsee asked Mrs. Neeley who has served as chief collaborator on the board's team, if she would like to continue to serve the three-year term. She and the other three team members (Dr. Andrea Anderson, David Brown, and Nicole Cashion) all agreed to continue serving on the team.

### **Superintendent's Report**

Superintendent Embry said he had already covered most of what he had intended to, earlier in the meeting. Mr. Brown asked if there had been any issues with transportation as far as social distancing on the buses. Mr. Embry said it was a tough issue but had not heard of any specific problems and that although buses are normally crowded, there are not as many students riding them this year.

Don Embry – "We have gotten off to a really good start considering what all we are dealing with. You have your normal problems and issues, like traffic at the beginning of the year, making sure everyone is in the right place, fed and accounted for the first week. That credit goes to our principals and teachers. They have worked really hard. Teachers are stressed to the max and we know that. We are trying to find ways to alleviate the stress. A lot of times it comes down to them wanting to do the best job they can. We all have self-inflicted stress because we take pride in what we do. It is getting better."

The Superintendent had flow charts available to show how instances of COVID and exposure are being handled with employees and students (see documents in August 18, 2020 board meeting file).

Mrs. Neeley said she was aware that other counties are doing resolutions on testing and said she would like to see the board draft a resolution on state mandated testing, so the testing will not count against our teachers or school system. Diane Neeley – "Teachers are doing all they can do. We have to find ways to extend grace and support to them and this would be a good way for us to extend our support." The Superintendent and fellow board members were in agreement with drafting a resolution.

Mr. Crews noted that the Superintendent had mentioned before the start of school that he might have a need to come back to the board to request additional positions. Mr. Crews asked if this will be necessary to fill nursing positions or to relieve teachers.

The Superintendent said that additional nurses or teacher assistants are not budgeted right now and if added, would require a budget amendment. Don Embry – "Quite frankly, nurses are hard to find right now. We are okay right now, but if you see a need to add additional nursing positions, Robert and I will

work together to see where we can find more money to add. As far as teaching positions are concerned we have several open right now that we cannot fill. I don't see a need to add or shift money."

The Superintendent said he would get with Dee Crabtree, Coordinated School Health Director, to see if nurses can even be found, noting "so far our nurses have done a great job." He added that those who split schools are able to be contacted back and forth with cell phones, and it has worked "but we can explore that possibility. Several board members expressed support. Mr. Brown noted that almost all school systems currently have nursing needs.

#### **OTHER BUSINESS**

Chairman Forsee shared the following thoughts: "Obviously, we are living in unprecedented times. A cultural shift is taking place. In many ways our tomorrow will probably look different than our yesterdays. Education is a focal point and lightning rod in that shift.

Under the best of circumstances, the beginning of a new school year is taxing and hectic for educators, families and students. Add to that a pandemic, with all its dynamics, and a school fire, and we have Bedford County 2020.

I want to publicly commend our superintendent, Don Embry; all administrators, faculty, and staff, for their devotion, hard work, flexibility and steadfast resolve to provide a quality educational opportunity for all children of Bedford County, in these most trying times.

Despite all the commentary about educators, teaching is still a noble calling and profession.

In these days...and the days ahead...I want to reaffirm my support for our superintendent, all administrators, faculty, and staff as we educate for the future. Also, I want to encourage parents, families, and the community to support them in word and deed. Words of thanks and appreciation, joined with hands of support and understanding, help make the road a little easier. Quality education doesn't just happen. It is a joint venture between the community, families, and school system. Each play a vital role.

Mr. Embry, I regularly pray for you and the entire system...for wisdom, insight, and strength. I want to encourage the community to do the same. The days demand that we draw upon all our resources (physically, educationally, relationally, financially, spiritually, heart & soul) to rise to the unfolding challenges before us. This is our continuing reality. Remember, God's Son was called a Teacher. Teaching is still a noble task! God Bless You."

#### **ADJOURNMENT**

**The meeting was adjourned at approximately 7:15 p.m. upon the motion of Mr. Boutwell.**

## MEMORANDUM OF UNDERSTANDING

The School-Based Services division of Centerstone Community Mental Health Centers, Inc. agrees to enter into a renewable agreement with Bedford County Schools. Centerstone will employ staff that will provide School-Based Mental Health Services in designated Bedford County Schools. The staff will be an employee of Centerstone's School-Based Program and will have experience working with school age children who have emotional and behavioral challenges.

### Bedford County Schools will:

- Provide a suitable private space for individual counseling
- Develop a referral system for services
- Support the counseling services to allow the Therapist access to the students and classrooms when needed
- Include Therapist in IEP meetings, S-teams, and other appropriate meetings
- Inform parents/guardians of the services when student enters the school
- Provide feedback on the performance of the School-Based Therapist as requested
- Provide a locking file cabinet for storage of confidential information

### Centerstone will:

- Provide Therapists who will serve clients in Bedford County Schools
- Provide administrative and clinical supervision for staff
- Provide liability insurance as required by law
- Maintain caseload of 30 clients that meet insurance requirements
- Facilitate access and referrals to other clinic services and community based programs
- Provide Individual and/or Family Therapy services
- Provide therapy groups with identified clients when feasible
- Conduct home visits as needed
- Provide teacher consultation, support, and training as deemed necessary
- Safeguard all rights of the child as legally and ethically required
- Communicate on a weekly basis with designated administrative personnel in order to improve coordination of services
- Coordinate services with the child's mental health provider and other pertinent community staff
- Communicate with parents/guardians regarding student's behavior as necessary
- Keep all documentation (progress notes, care plans, assessments) in Centerstone agency's electronic medical record
- Ensure staff has access to a cell phone and laptop


Centerstone's Therapists hired to work within Bedford County Schools will meet all standards set by Centerstone's credentialing committee to ensure candidates have met

all new hire requirements. These requirements will comply with Bedford County Schools hiring policies, and Centerstone will be able to produce the required documentation if requested.

This agreement will take effect August 1, 2020 and will automatically renew each year unless there is written notification. Centerstone or Bedford County Schools may cancel this agreement with ninety days written notice.

  
Chairman of the Board  
Bedford County Schools

Aug. 20, 2020  
Date

  
Director of Schools  
Bedford County Schools



8-19-2020  
Date

\_\_\_\_\_  
Regional Vice President of Southern Region Services  
Centerstone

\_\_\_\_\_  
Date

**ASSURANCES  
2020-21**

**BY SIGNING BELOW, I CERTIFY THAT ALL THE INFORMATION PROVIDED IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I VERIFY THAT OUR DISTRICT WILL COMPLY WITH ALL REPORTING REQUIREMENTS ESTABLISHED UNDER THE SAVE ACT (AS OUTLINED IN THE FRAMEWORK PROVIDED). FURTHERMORE, I CERTIFY THAT ALL ACTION STEPS WILL BE MET BY THE TARGET DATE PROVIDED AND THAT SIGNIFICANT CHANGES TO THE DISTRICT'S EMERGENCY OPERATIONS PLAN WILL BE FORWARDED TO THE DEPARTMENT OF EDUCATION. I ALSO VERIFY THAT ADMINISTRATORS, STAFF, AND STUDENTS HAVE BEEN TRAINED ON DISTRICT AND SCHOOL-LEVEL EMERGENCY OPERATIONS PLANS AND THAT A COPY OF THOSE PLANS HAVE BEEN SUBMITTED TO LOCAL LAW ENFORCEMENT AGENCIES, AND OTHER APPROPRIATE ENTITIES.**

School Board Chairman *Signature of Assurances:	
Director of Schools *Signature of Assurances:	
SAVE Act Coordinator *Signature of Assurances:	
Target Date For Completion of All Action Items:	<b>May 19, 2021</b>
Today's Date:	<i>9-14-2020</i>

*\*Please sign in blue ink*

# SAVE Act Compliance Package



Tennessee School Safety Center  
 Department of Education, Office of School Safety and Transportation

## SAVE Act Compliance Package

Please submit via ePlan the following items by **September 30**

Tennessee Department of Education  
 Office of Safe and Supportive Schools  
**Questions: Brenna Morse**  
 Brenna.Morse@tn.gov or (615) 741-4774

ITEM	CHECK IF INCLUDED/ COMPLETED
District and School-Level Emergency Coordinators and Contact Information Spreadsheet <i>Eplan</i>	<input checked="" type="checkbox"/>
Assurances and Cover Sheet (Signatures of the School Board Chairman, Director of Schools, and SAVE Act Coordinator) <i>Eplan</i>	<input checked="" type="checkbox"/>
School Resource Officer Status Report <i>Eplan</i>	<input checked="" type="checkbox"/>
Review, Revise District-Level Emergency Operations Plan (EOP)	<input checked="" type="checkbox"/>

### Individual Submitting Compliance Package

Local Education Agency:	Bedford County Schools
Name:	Dee Crabtree
Title:	Health and Safety Coordinator
Address:	500 Madison Street
Address Continued:	Shelbyville, TN 37160
Phone:	931-684-3284
Fax:	931-684-1133
Email Address:	crabtrees@bedfordk12tn.net

# Bedford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>School Board Legislative Involvement</b>	Descriptor Code: <b>1.105</b>	Issued Date: <b>08/20/98</b>
		Rescinds: <b>BI</b>	Issued: <b>09/01/88</b>

1 The Board will work for the passage of new laws designed to advance the cause of improving education  
2 and for the repeal or modification of existing laws and the defeat of proposed laws that impede this cause.  
3 To accomplish this:

- 4
- 5 1. The Board shall stay informed of pending legislation and actively communicate its concerns  
6 and make its position known to the elected representatives at both the state and national level;  
7
- 8 2. The Board shall work with other school boards in the state, local citizen groups, and other  
9 local officials in acquainting them with the board's legislative priorities and seek their support;  
10
- 11 3. The Board shall annually select one (1) of its members to serve as its representative to the  
12 Tennessee Legislative Network (TLN);  
13
- 14 4. The Board shall work with its TLN representative, with TSBA, NSBA, and other concerned  
15 groups in developing an annual legislative program; and  
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- 17 5. The Board shall include in its budget appropriate resources, including travel expense, neces-  
18 sary for its TLN representative and other board members to accomplish its desired legislative  
19 goals.  
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**RESOLUTION OF THE BEDFORD COUNTY BOARD OF EDUCATION IN SUPPORT  
OF A MORATORIUM ON STATE STANDARDIZED TESTING FOR THE  
2020-21 SCHOOL YEAR**

**WHEREAS**, the Bedford County Board of Education is responsible for providing a local system of public education; and

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

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

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

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

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

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

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

**WHEREAS**, pursuant to State Board Emergency Rule 0520-01-17-.01, Tennessee school districts are required to each create and implement their own plans to facilitate continuous learning in light of the continued spread of COVID-19; and

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

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

**WHEREAS**, when schools resumed on August 3<sup>rd</sup>, 2020 in Bedford County, students had spent nearly five (5) consecutive months out of school; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Bedford County Board of Education supports and respectfully requests from the State of Tennessee, a moratorium on state standardized testing and accountability associated with such testing for the 2020-2021 school year, to include end-of-year examinations and formative assessments throughout the year. If state standardized testing does continue in some format for the 2020-21 school year, the Bedford County Board of Education requests the results of such testing be used only as metrics of student progress, rather than to determine district rankings and scorings statewide, due to the disparity in learning methods that will be used statewide in light of COVID-19.

**Adopted this 15<sup>th</sup> day of September, 2020 as attested by:**

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**Board Chair**

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**Superintendent of Schools**

# Bedford County Board of Education

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term:  <b>Detention</b>	Descriptor Code: <b>6.315</b>	Issued Date: <b>09/15/20</b>
		Rescinds: <b>New</b>	Issued:

- 1 Students may be detained before or after the school day as a means of disciplinary action.
- 2 The following guidelines shall be followed:
  - 3 1. The student shall be given at least one (1) day of notice before detention;
  - 4 2. Parents shall be informed before detention takes place;
  - 5 3. Students in detention shall be under the supervision of school personnel;
  - 6 4. Detention shall not exceed one (1) hour after the official closing of the school day but may be
  - 7 administered several days in succession; and
  - 8 5. Teachers shall have the approval of the principal before detaining a student.

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Cross References

Code of Conduct 6.300

# Bedford County Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Student Concerns</b>	Descriptor Code: <b>6.305</b>	Issued Date: <b>09/15/20</b>
		Rescinds:	Issued: <b>06/19/18</b>

1 Decisions made by school personnel, such as aides, teachers, or assistant principals, which students  
2 believe are unfair or in violation of pertinent policies of the Board or individual school rules may be  
3 appealed to the school principal/designee. To appeal, students shall contact the principal's office in  
4 their school and provide their name, the issue, and the reason for their appeal on a printed form  
5 available at the school office, within two (2) days. The appeal shall be decided confidentially and  
6 promptly, preferably within ten (10) school days.

7 However, if the principal does not make a decision within ten (10) school days, students or  
8 parent(s)/guardian(s) may appeal at that time by contacting the Superintendent of Schools/designee at  
9 the central office. The information provided should include the student's name, the school, and a  
10 description of the problem.

11 An investigation and decision shall be made within two (2) school days and communicated to the  
12 school principal and student by telephone. A written copy of the decision also shall be sent to the  
13 student and the principal.

14 ~~Filing a Complaint – Any student of this school district who wishes~~  
15 ~~to file a discrimination and/or harassment grievance against another~~  
16 ~~student or an employee of the district may file a written or oral~~  
17 ~~(recorded, if possible) complaint with a complaint manager.<sup>1</sup> Students~~  
18 ~~may also report an allegation of discrimination and/or harassment to~~  
19 ~~any teacher or other adult employed in the school who shall inform a~~  
20 ~~complaint manager of the allegation. The complaint should include~~  
21 ~~the following information:~~

22 ~~\_\_\_\_\_ Identity of the alleged victim and person accused;~~

23 ~~\_\_\_\_\_ Location, date, time and circumstances surrounding the~~  
24 ~~alleged incident;~~

25 ~~\_\_\_\_\_ Description of what happened;~~

26 ~~\_\_\_\_\_ Identity of witnesses; and~~

27 ~~\_\_\_\_\_ Any other evidence available.~~

28 ~~Notice of the grievance procedures, including where complaints may~~  
29 ~~be filed, shall be disseminated annually to all school staff and~~

1 ~~published in the parent/student handbook distributed annually to~~  
2 ~~every student.~~

3 ~~Investigation~~

4 ~~When responding to discrimination and/or harassment, it is the~~  
5 ~~policy of the Bedford County School District to take immediate and~~  
6 ~~appropriate action to investigate or otherwise determine what~~  
7 ~~occurred. The specific steps in an investigation will vary~~  
8 ~~depending upon the nature of the allegations, the source of the~~  
9 ~~complaint, the age of the student(s) involved, the size and~~  
10 ~~administrative structure of the school, and other factors.~~

11 ~~It is the policy of Bedford County School District to provide for~~  
12 ~~adequate, reliable and impartial investigation of written and oral~~  
13 ~~complaints. Investigation of written and oral complaints includes~~  
14 ~~the opportunity for both the complainant and the alleged perpetrator~~  
15 ~~to present witnesses and evidence.~~

16 ~~Within twenty-four (24) hours of receiving the student's complaint,~~  
17 ~~the complaint manager shall notify the complaining student's~~  
18 ~~parent/guardian and the principal who shall inform the~~  
19 ~~superintendent of schools and once the complaint has been received,~~  
20 ~~the principal/designee shall initiate an investigation within forty-~~  
21 ~~eight (48) hours of receipt of the report. If a report is not~~  
22 ~~initiated within forty-eight (48) hours, the principal/designee~~  
23 ~~shall provide the superintendent of schools with appropriate~~  
24 ~~documentation detailing the reasons why the investigation was not~~  
25 ~~initiated within the required timeframe.<sup>2</sup> The parent/guardian shall~~  
26 ~~be given notice of the right to attend an interview of the student~~  
27 ~~in a non-intimidating environment in order to elicit full disclosure~~  
28 ~~of the student's allegations. This interview shall take place~~  
29 ~~within five (5) days from the time the complaint was first made. If~~  
30 ~~no parent/guardian attends the interview, another adult, mutually~~  
31 ~~agreed upon by the student and the complaint manager, shall attend~~  
32 ~~and may serve as the student's advocate. After a complete~~  
33 ~~investigation, if the allegations are substantiated, immediate and~~  
34 ~~appropriate corrective or disciplinary action shall be initiated.~~

35 ~~The privacy and anonymity of all parties and witnesses to complaints~~  
36 ~~will be respected. However, because an individual's need for~~  
37 ~~confidentiality must be balanced with obligations to cooperate with~~  
38 ~~police investigations or legal proceedings, to provide due process~~  
39 ~~to the accused, to conduct a thorough investigation or to take~~  
40 ~~necessary actions to resolve a complaint, the identity of parties~~  
41 ~~and witnesses may be disclosed in appropriate circumstances to those~~  
42 ~~individuals with a need to know.~~

1 ~~The complaint and identity of the complainant will not be disclosed~~  
2 ~~except (1) as required by law or this policy; or (2) as necessary to~~  
3 ~~fully investigate the complaint; or (3) as authorized by the~~  
4 ~~complainant. A school representative will meet with and advise the~~  
5 ~~complainant regarding the findings, and whether corrective measures~~  
6 ~~and/or disciplinary action were taken. The investigation and~~  
7 ~~response to the complainant will be completed within twenty (20)~~  
8 ~~calendar days. Copies of the report will be sent to the student,~~  
9 ~~principal, Federal Rights Coordinator and the superintendent of~~  
10 ~~schools. One copy shall be kept in the complaint manager's file for~~  
11 ~~one (1) year beyond the student's eighteenth (18<sup>th</sup>) birthday. The~~  
12 ~~superintendent of schools shall keep the Board informed of all~~  
13 ~~complaints.~~

14 ~~The complaint manager shall provide written notice of the outcome of~~  
15 ~~the complaint and subsequent investigation to the complainant and~~  
16 ~~the alleged perpetrator. It is the policy of the Bedford County~~  
17 ~~Board of Education to take measured steps to prevent the recurrence~~  
18 ~~of any discrimination/harassment as well as to remedy discriminatory~~  
19 ~~effects on the complainant and others, if appropriate.~~

20 ~~*Decision and Appeal* - If the complainant is not in agreement with~~  
21 ~~the findings of fact as reported by the complaint manager, an appeal~~  
22 ~~may be made, within five (5) work days to the superintendent of~~  
23 ~~schools. The superintendent of schools will review the~~  
24 ~~investigation, make any corrective action deemed necessary and~~  
25 ~~provide a written response to the complainant. If the complainant~~  
26 ~~is not in agreement with the superintendent of schools finding of~~  
27 ~~the fact, appeal may be made to the Board of Education within five~~  
28 ~~(5) work days. The Board shall, within thirty (30) days from the~~  
29 ~~date the appeal was received, review the investigation and the~~  
30 ~~actions of the superintendent of schools and may support, amend or~~  
31 ~~overturn the actions based upon review and report their decision in~~  
32 ~~writing to the complainant.~~

33 **~~APPOINTING COMPLAINT MANAGERS~~**

34 ~~The superintendent of schools shall appoint at least two complaint~~  
35 ~~managers, one of each gender for each school. The Federal Rights~~  
36 ~~Coordinator may serve as a complaint manager. The superintendent of~~  
37 ~~schools shall insert into this policy the names, addresses and~~  
38 ~~telephone numbers of current complaint managers (see note). Contact~~  
39 ~~a complaint manager by calling 931-684-3284, Connie Boutwell or~~  
40 ~~Barry Bennett located at 500 Madison Street, Shelbyville, TN 37160.~~  
41 ~~This policy shall be published in the parent/student handbook~~  
42 ~~distributed annually to every student.~~

1 ~~Building administrators are responsible for educating and training~~  
2 ~~their staff and students as to the definition and recognition of~~  
3 ~~discrimination/harassment.~~

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

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Legal References

1. ~~Title IX, Education Amendment of 1972, 20 U.S.C. §1681, et seq.~~
2. ~~Public Acts of 2016, Chapter No. 783~~

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Cross References

- Appeals to & Appearances Before the Board 1.404
- ~~Section 504 & ADA Grievance Procedures 1.802~~
- ~~Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation of Students 6.304~~
- ~~Title IX & Sexual Harassment 6.3041~~

# Bedford County Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Corporal Punishment</b>	Descriptor Code: <b>6.314</b>	Issued Date: <b>09/15/20</b>
		Rescinds: <b>6.314</b>	Issued: <b>11/17/03</b>

- 1 **Corporal punishment shall not be used as a disciplinary measure in any school.<sup>1</sup>**
- 2 **The Superintendent of Schools shall be responsible for developing and implementing in-service**  
3 **training programs for teachers and staff in the use of alternative, positive measures of discipline.**
- 4 ~~Any principal, assistant principal or teacher may use corporal punishment in a reasonable manner~~  
5 ~~against any student for good cause in order to maintain discipline and order within the public schools<sup>1</sup>~~  
6 ~~in accordance with the following guidelines:<sup>2</sup>~~
- 7 ~~1. Corporal punishment shall be administered only after other less stringent measures have failed,~~  
8 ~~or if the conduct of a student is of such nature that corporal punishment is the only reasonable~~  
9 ~~form of punishment under the circumstances;~~
- 10 ~~2. The instrument to be used in administering corporal punishment shall be approved by the~~  
11 ~~principal;~~
- 12 ~~3. Corporal punishment shall be reasonable;~~
- 13 ~~4. Corporal punishment shall be administered in the presence of another professional employee;~~  
14 ~~and~~
- 15 ~~5. The nature of the punishment will be such that it is in proportion to the gravity of the offense,~~  
16 ~~the apparent motive and disposition of the offender, and the influence of the offender's~~  
17 ~~example and conduct on others.~~
- 18 ~~A disciplinary record shall be maintained and shall contain the name of the student, the type of~~  
19 ~~misconduct, the type of corporal punishment administered, the name of the person administering the~~  
20 ~~punishment, the name of the witness present and the date and time of punishment.~~
- 21 ~~Disciplinary records shall be filed in the school office and made available to parents or students,~~  
22 ~~whichever is appropriate.<sup>3</sup>~~

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## Legal References

- ~~1. TCA 49-6-4103; *Ingraham v. Wright*,  
430 U.S. 651 (1977) TCA 49-6-4104~~
- ~~2. TCA 49-6-4104~~
- ~~3. TCA 10-7-504 (b)~~

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## Cross References

- ~~Discipline Procedures 6.313~~  
**Code of Conduct 6.300**  
~~Student Records 6.600-603~~  
~~Record of Corporal Punishment 6.314.1 (AP)~~

October 2018



Lauren Spires, Legislative Research Analyst  
[Lauren.Spires@cot.tn.gov](mailto:Lauren.Spires@cot.tn.gov), Office of Research and Education Accountability

## Update: Corporal Punishment in Tennessee

### Introduction

In July 2017, members of the Tennessee General Assembly requested that the Comptroller's Office of Research and Education Accountability (OREA) research the use of corporal punishment in Tennessee schools, particularly to determine if corporal punishment is being used disproportionately for students with disabilities.

In March 2018, OREA published a report on corporal punishment in Tennessee public schools, including an analysis of its use for students with disabilities. At the time of publication, the most current data available on corporal punishment use was from the 2013-14 school year. In late April 2018, the Office for Civil Rights (OCR) within the U.S. Department of Education released data from the 2015-16 school year.

#### **Corporal Punishment**

*Paddling, spanking, or other forms of physical punishment imposed on a student.*

#### **Students with Disabilities**

*Students receiving services under the Individuals with Disabilities Education Act (IDEA) and/or Section 504 of the federal Rehabilitation Act of 1973 (Section 504).*

This report includes an updated analysis of corporal punishment use in Tennessee public schools from the past four reporting years: 2009-10, 2011-12, 2013-14, and 2015-16.

## Key conclusions from the available data

- **Students with disabilities received corporal punishment at a higher rate than students without disabilities for three of the four most recent reporting years.** In 2009-10, the statewide rate of corporal punishment use for students with disabilities was lower than the statewide rate for students without disabilities. In the following three reporting years, the opposite was true: students with disabilities received corporal punishment at a higher rate than their peers, by nearly 2 percentage points in 2013-14 and 2015-16.
- **The statewide rate of corporal punishment use has declined more for students without disabilities than for students with disabilities.** The statewide rate of corporal punishment use for students with disabilities dropped by less than one percentage point over the past four reporting years. In contrast, the rate of corporal punishment use for students without disabilities declined by more than three percentage points from 2009-10 through 2015-16.
- **The number of students with disabilities receiving corporal punishment declined from 2009-10 through 2015-16, but not as much as the decline for students without disabilities.** There were about 19 percent fewer students with disabilities who received corporal punishment in 2015-16 than in 2009-10, while the number of students without disabilities receiving corporal punishment declined by about 58 percent across the same time frame. The number of students without disabilities receiving corporal punishment declined for each of the four reporting years, while the number of students with disabilities who received corporal punishment peaked in 2011-12.
- **Of the schools that use corporal punishment for students with and without disabilities, about 80 percent used corporal punishment at a higher rate for students with disabilities in all four reporting years.** The remaining schools (about 20 percent) used corporal punishment for students with disabilities at rates equal to or lower than students without disabilities.
- Beginning with the 2015-16 school year, OCR requires that schools report the *number of instances* of corporal punishment use in the school year, as well as the *number of students* who received corporal punishment. **Over half of schools reported a greater number of students receiving corporal punishment than the number of instances corporal punishment was used for that school year.** It is unclear if this is a reporting error or if districts are reporting different data based on their interpretations of the reporting instructions.
  - ◊ **Based on the reported data, students with disabilities receive corporal punishment more often during the school year compared to their peers.** In the 2015-16 school year, students with disabilities received corporal punishment an average of 1.65 instances per school year compared to an average of 1.50 instances for students without disabilities.

*OREA's full report on corporal punishment explores in greater depth the use of corporal punishment in Tennessee schools, including a detailed analysis of survey responses from principals and Directors of Schools, and an explanation of the federal disability laws (IDEA and Section 504). Appendices include a list of Tennessee school districts allowing the use of corporal punishment per board policy, a list of schools that reported using corporal punishment in the past four reporting years with available data, and the corresponding rates of use for students with and without disabilities in schools that reported using corporal punishment.*

## Overview

### State law and local school board policies

Tennessee is one of 22 states that allow corporal punishment. In these states, corporal punishment is either permitted through state law, or state law makes no reference to the practice. The other 28 states and the District of Columbia have laws explicitly banning the use of corporal punishment.

Adopted in 1979, the School Discipline Act (*TCA 49-6-4101 et seq.*) allows corporal punishment to be used in Tennessee schools and directs local boards of education to adopt policies governing its use within their districts. Prior to the adoption of Public Chapters 777 and 900 during the 2018 legislative session, Tennessee state law did not address the use of corporal punishment for students with disabilities. PC 777 requires the Tennessee Department of Education (TDOE) to collect more detailed corporal punishment data more often than that collected by OCR (including more details specifically for students with disabilities). PC 900 prohibits the use of corporal punishment for students with disabilities, unless parental consent is provided.

In August 2017, OREA conducted a comprehensive review of the corporal punishment policies of all school districts in Tennessee. Of the 148 total school districts,<sup>A</sup> 109 have a board policy allowing corporal punishment and 39 do not allow its use, either explicitly per board policy or through lack of board policy.<sup>B</sup>

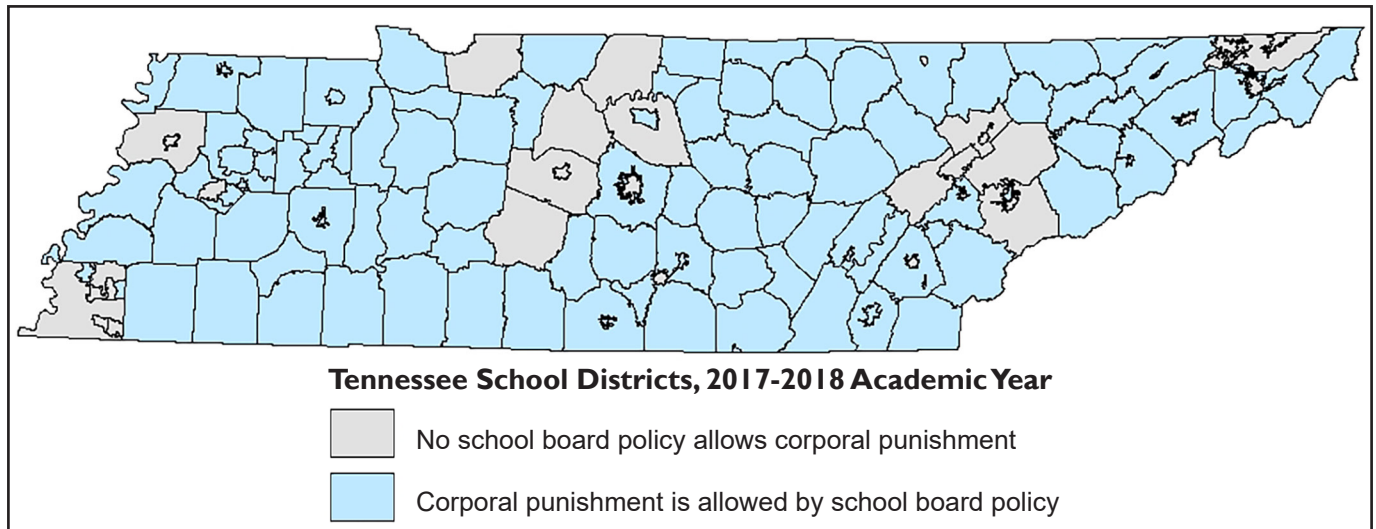
Most school board policies on corporal punishment contain similar language and guidelines, and leave discretion to the principal, assistant principal, or teacher who administers corporal punishment within the school. Among other components, most policies require a witness to be present, and state that corporal punishment is to be administered only after other less stringent measures have failed or when the conduct of the student is of such nature that corporal punishment is the only reasonable form of punishment under the circumstances. OREA's 2017 review found that one school board's policy addresses the use of corporal punishment specifically for students with disabilities, however, prohibiting its use if the student's misbehavior is a manifestation of his or her disability (i.e., the student's behavior is caused by his or her disability).

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<sup>A</sup> This figure includes all 141 county, city, and special school districts, four state special schools (Alvin C. York Institute, Tennessee School for the Blind, Tennessee School for the Deaf, and West Tennessee School for the Deaf), the Achievement School District (ASD), the State Board of Education (SBE), and the Tennessee Department of Children's Services (DCS). The four state special schools, ASD, SBE, and DCS are treated as school boards in terms of creating their own policies for the school(s) within their jurisdiction. See Appendix D in the full report for a list of all 148 districts included in the analysis.

<sup>B</sup> In summer 2018, the local boards of two districts (Cheatham and Robertson Counties) took steps to pass policies that would ban corporal punishment in the schools within their respective districts.

**Exhibit I: Where corporal punishment is allowed and not allowed per school board policy, 2017-2018 school year**



Source: OREA review of school board policies, August 2017.

## Variation between board policy and use

### ***Districts where corporal punishment is allowed, but not used***

In the 2015-16 school year, there were 26 districts where corporal punishment was allowed per board policy, but no schools used it as a disciplinary action. This shows an increase from the 2013-14 school year; in that reporting year, there were 19 districts that allowed corporal punishment per board policy, but no schools reported using it. Considering data from both school years, there were 12 districts that did not report using corporal punishment in either the 2013-14 or 2015-16 school year and seven districts that did not report using it in 2013-14, but did report using corporal punishment in 2015-16.

(See Exhibit 2.)

**Exhibit 2: Districts where no schools used corporal punishment for any student, 2013-2014 and 2015-2016 school years**

2013-2014 school year	2015-2016 school year
Alcoa City Schools*	Alcoa City Schools*
Bledsoe County*	Arlington Community Schools**
Bradford Special School District	Benton County
Carroll County*	Bledsoe County*
Claiborne County*	Bradley County
Cleveland City Schools*	Campbell County
Decatur County	Carroll County*
Grainger County*	Cheatham County
Hamblen County*	Claiborne County*
Hancock County*	Cleveland City Schools*
Houston County	Dickson County
Humboldt City Schools	Elizabethton City Schools
Loudon County*	Etowah City Schools
Morgan County*	Fayette County
Richard City Special School District	Franklin County
Scott County*	Grainger County*
Stewart County*	Hamblen County*
Trousdale County	Hancock County*
Weakley County	Lawrence County
	Lexington City Schools
	Loudon County*
	Manchester City Schools
	Morgan County*
	Putnam County
	Scott County*
	Stewart County*

Notes: \*District did not report using corporal punishment in 2013-14 or 2015-16 school year.

\*\*District did not exist in the 2013-14 school year.

Source: OREA analysis of U.S. Department of Education Office for Civil Rights data, 2013-14 and 2015-16 school years.

***Districts where corporal punishment is not used for students with disabilities***

In 2015-16, there were 84 districts<sup>c</sup> where corporal punishment was allowed per board policy and some, or all, of the schools used it to discipline students. Of those 84 districts, there were 19 that reported using corporal punishment only for students without disabilities, though no district's school board policy expressly prohibits corporal punishment for students with disabilities. This is similar to the 2013-

<sup>c</sup> This figure includes Sumner County, which no longer allows corporal punishment per board policy.

14 school year when there were also 19 districts that reported using corporal punishment for students without disabilities, but not for students with disabilities. (See Exhibit 3.)

Considering data from 2013-14 and 2015-16, there were:

- four districts that used corporal punishment only for students without disabilities in both school years,
- six districts that used corporal punishment for students without disabilities only in the 2013-14 school year that did not report using corporal punishment for any student in the 2015-16 school year, and
- another six districts that did not report using corporal punishment for any student in the 2013-14 school year, but reported using corporal punishment for students without disabilities in the 2015-16 school year.

**Exhibit 3: Districts where schools used corporal punishment for students without disabilities only, 2013-2014 and 2015-2016 school years**


2013-2014 school year	2015-2016 school year
Alvin C. York Institute*	Alvin C. York Institute*
Bells City School District	Bradford Special School District^
Benton County**	Chester County
Campbell County**	Crockett County
Carter County	Decatur County^
Clay County	Houston County^
Elizabethton City Schools**	Humboldt City Schools^
Etowah City Schools**	Humphreys County
Jefferson County	McMinn County
Lawrence County**	Monroe County
Madison County	Moore County*
Meigs County	Rhea County
Moore County*	Rutherford County
Paris Special School District	Sevier County*
Perry County	South Carroll Special School District*
Putnam County**	Trenton Special School District
Sevier County*	Trousdale County^
South Carroll Special School District*	Unicoi County
Union County	Weakley County^

Notes: \*District did not report using corporal punishment for students with disabilities in the 2013-14 or 2015-16 school year, but did report corporal punishment data for students without disabilities in both school years.

\*\*District did not report using corporal punishment for any student in the 2015-16 school year. (See Exhibit 2.)

^District did not report using corporal punishment for any student in the 2013-14 school year. (See Exhibit 2.)

Source: OREA analysis of U.S. Department of Education Office for Civil Rights data, 2013-14 and 2015-16 school years.



Appendix E in the full report lists schools and districts that reported using corporal punishment for students with and/or without disabilities for one or more of the four most recent reporting years with available data.

### ***Schools using corporal punishment***

When reporting data to OCR for the 2015-16 school year, schools were asked if they use corporal punishment to discipline students. Of the 988 schools located in districts with a board policy allowing corporal punishment, 391 responded in the affirmative when asked if their school uses it to discipline students.

If a school responded in the affirmative, they were prompted to report their school's data on corporal punishment use. Not all schools that responded yes to using corporal punishment reported data indicating its use. Of the 391 schools that responded in the affirmative to using corporal punishment as a discipline option, 59 did not report any data.<sup>D</sup> This is similar to the 2013-14 school year; in that reporting year, 64 schools that said they use corporal punishment to discipline students did not report any data.

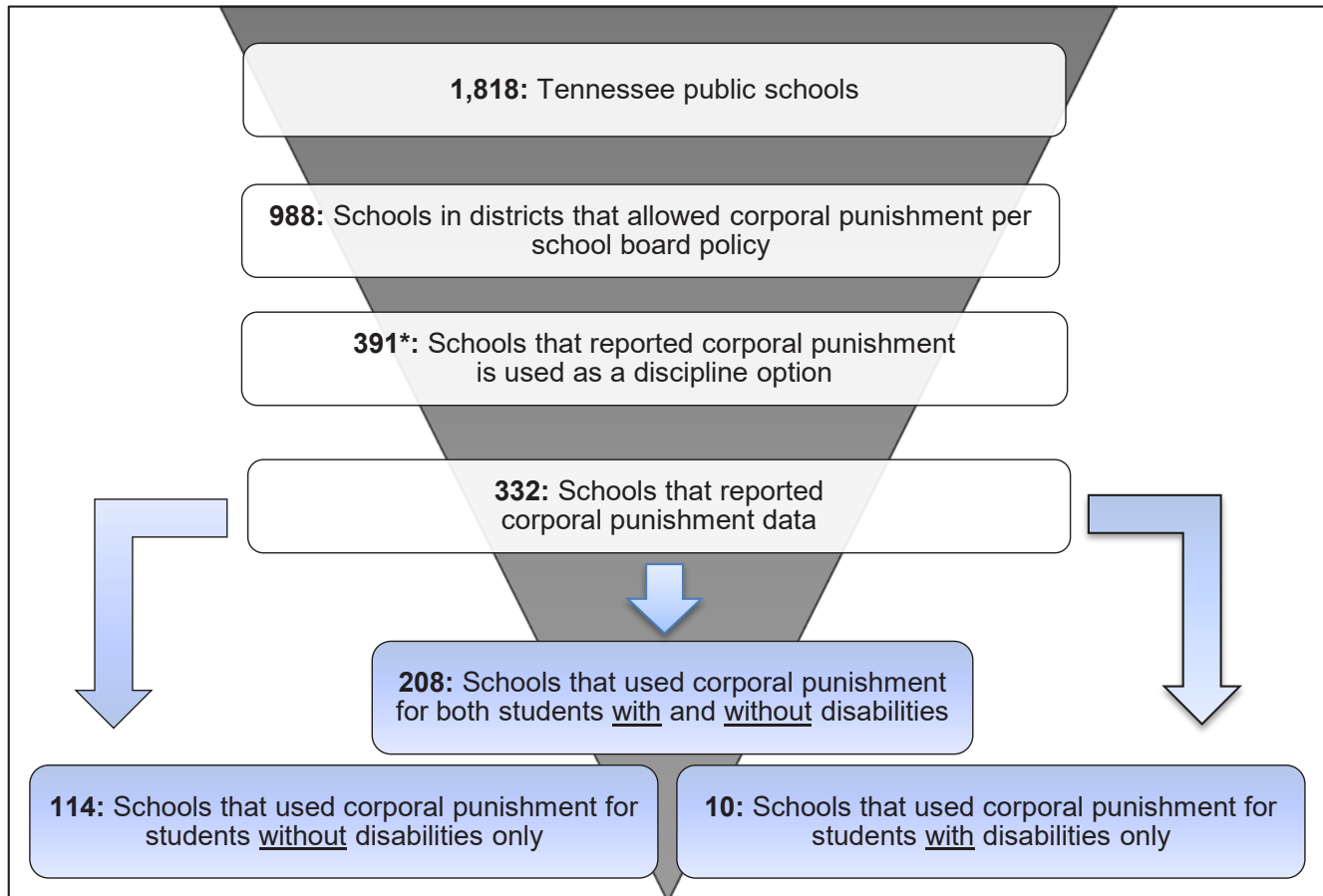
About 34 percent of the schools located in districts with a board policy allowing corporal punishment reported using it in the 2015-16 school year. (Of 988 schools, 332 reported using corporal punishment in 2015-16). This is slightly lower than in 2013-14, when about 40 percent of schools located in districts allowing corporal punishment used it to discipline students. (Of 972 schools, 379 reported using it in 2013-14.)

Exhibit 4 shows a breakdown of the number of schools reporting data to OCR for the 2015-16 school year.

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<sup>D</sup> It is assumed that if a school did not report any data of students receiving corporal punishment, then the school did not use corporal punishment in that school year, despite having confirmed that the school uses corporal punishment as a discipline option.

#### Exhibit 4: Corporal punishment in Tennessee schools, 2015-2016 school year



Note: \*In the 2015-16 school year, there were four charter schools in a district that does not have a board policy allowing corporal punishment that reported using corporal punishment as a discipline option. (According to TCA 49-13-105, charter schools in Tennessee can apply to their authorizer for a discipline policy waiver.) Those four schools are included in the figure of 391 schools that reported using corporal punishment as a discipline option but are not included in the count of 988 schools in districts that allow corporal punishment per school board policy. Three of those four schools reported corporal punishment data and are included in the count of 332 schools that reported data.

Sources: OREA review of school board policies, August 2017; OREA analysis of U.S. Department of Education Office for Civil Rights data, 2015-16 school year.

## Data

Prior to the passage of PC 777 (2018), data on the use of corporal punishment in Tennessee public schools was collected solely by OCR within the U.S. Department of Education. There is a multiyear lag between when the data is reported by schools and when OCR releases the data to the public. The most current data available on corporal punishment use is from the 2015-16 school year.

The data collected by OCR is self-reported by schools and districts biennially (i.e., once every two years) and disaggregates corporal punishment use by numerous categories, including students with and without disabilities. No details are included regarding the student's type of disability, or the type of behavior that led to the use of corporal punishment on the student. Prior to the 2015-16 school year, districts reported only the number of students who received corporal punishment within the school year. Beginning with the 2015-16 school year, OCR requires that all schools report the *number of instances* of corporal punishment use in the school year, as well as the *number of students* who received corporal punishment.

As required by PC 777, TDOE will begin collecting corporal punishment data from schools and districts annually, starting with the 2018-19 school year. The data will include the number of instances of corporal punishment use and information regarding the reason corporal punishment was used. Schools and districts must also report whether corporal punishment was used on a student with disabilities and, if so, indicate the student’s type of disability. Exhibit 5 outlines the similarities and differences among corporal punishment data collected by OCR and TDOE.

Schools will continue to report corporal punishment data biennially to OCR.

**Exhibit 5: Corporal punishment data collection by Office for Civil Rights, U.S. Department of Education and Tennessee Department of Education**

	OCR	TDOE
<b>Collection dates</b>	Biennially (i.e., 2009-10, 2011-12, 2013-14, 2015-16, etc.)	Annually, beginning with the 2018-19 school year
<b>Data reported by school</b>	Yes	Yes
<b>Number of students receiving corporal punishment in the school year</b>	Yes	Yes
<b>Number of instances corporal punishment was used in the school year</b>	Yes, starting with the 2015-16 data collection*	Yes
<b>The reason corporal punishment was used</b>	No	Yes
<b>A student’s disability status</b>	Yes; data shows if a student is served under IDEA or Section 504	Yes; data will show if a student is served under IDEA or Section 504
<b>Information regarding the student’s type of disability</b>	No	Yes
<b>Public reporting</b>	Data is available for review and analysis on OCR’s website.	TDOE will report on its website the number of instances of corporal punishment use by district and the number of instances involving a student with disabilities

Note: \*OREA’s review of the 2015-16 data found that over half of schools reported a greater number of students receiving corporal punishment than the number of instances corporal punishment was used for that school year. It is unclear if this is a reporting error or if districts are reporting different data based on their interpretations of the reporting instructions.

Sources: U.S. Department of Education Office for Civil Rights; Tennessee Department of Education; PC 777 (2018).

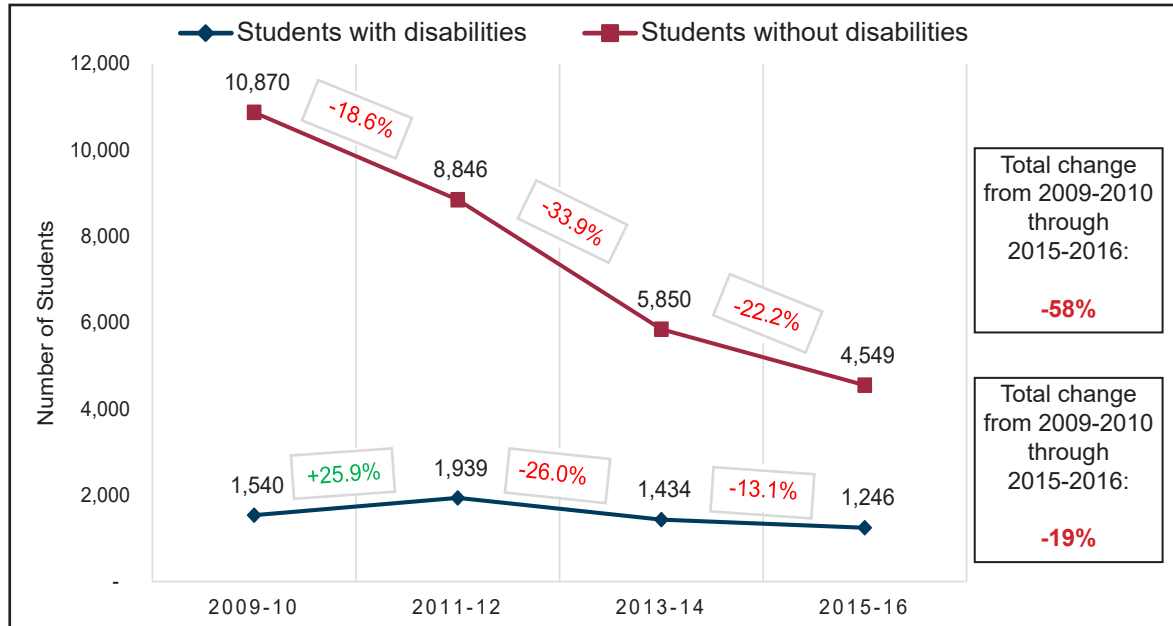
## Trends

### **Number of students receiving corporal punishment**

Reviewing corporal punishment use in Tennessee schools over the past four reporting years shows that the number of students with disabilities receiving corporal punishment declined overall from 2009-10 through 2015-16, though not as much as the decline in the number of students without disabilities who received corporal punishment. There were about 19 percent fewer students with disabilities who received

corporal punishment in 2015-16 than in 2009-10, while the number of students without disabilities receiving corporal punishment decreased by about 58 percent across the same time frame. The number of students without disabilities receiving corporal punishment declined for each of the four reporting years, while the number of students with disabilities who received corporal punishment peaked in 2011-12. (See Exhibit 6.)

**Exhibit 6: Number of students with and without disabilities receiving corporal punishment, 2009-2010, 2011-2012, 2013-2014, and 2015-2016 school years**



Source: OREA analysis of U.S. Department of Education Office for Civil Rights data from 2009-10, 2011-12, 2013-14, and 2015-16 school years.

## Misreporting of corporal punishment data

Corporal punishment data is self-reported by schools, and OREA's March 2018 publication *Corporal Punishment in Tennessee* documents reporting errors with corporal punishment data.

After reviewing 2013-14 data in an interview, administrators at one school indicated they had reported the *number of instances* of corporal punishment, not the *number of students* receiving corporal punishment. (Schools were not required by OCR to report the number of instances of corporal punishment use until the 2015-16 school year.) This reporting error inflated the school's rate of use. Additionally, when reporting data to OCR for the 2009-10 school year, one school listed a greater number of students receiving corporal punishment than were enrolled in that category, resulting in a rate of use over 100 percent. Other schools may have misreported corporal punishment data in this manner.

Beginning with the 2015-16 school year, OCR requires that schools report the *number of instances* of corporal punishment use in the school year, as well as the *number of students* who received corporal punishment. Of the 332 schools that reported corporal punishment data in 2015-16, 183 schools reported a greater number of students receiving corporal punishment than the number of instances corporal punishment was used for that school year. It is unclear if this is a reporting error or if districts are reporting different data based on their interpretations of the reporting instructions. The data reporting instructions provided to schools and districts by OCR does not clearly specify if an instance of corporal punishment can include more than one student.

These caveats should be considered when reviewing Tennessee's corporal punishment statistics.

OREA's March 2018 report, *Corporal Punishment in Tennessee*, included the following policy consideration:

- **Schools and districts should review and improve their data reporting methods.**

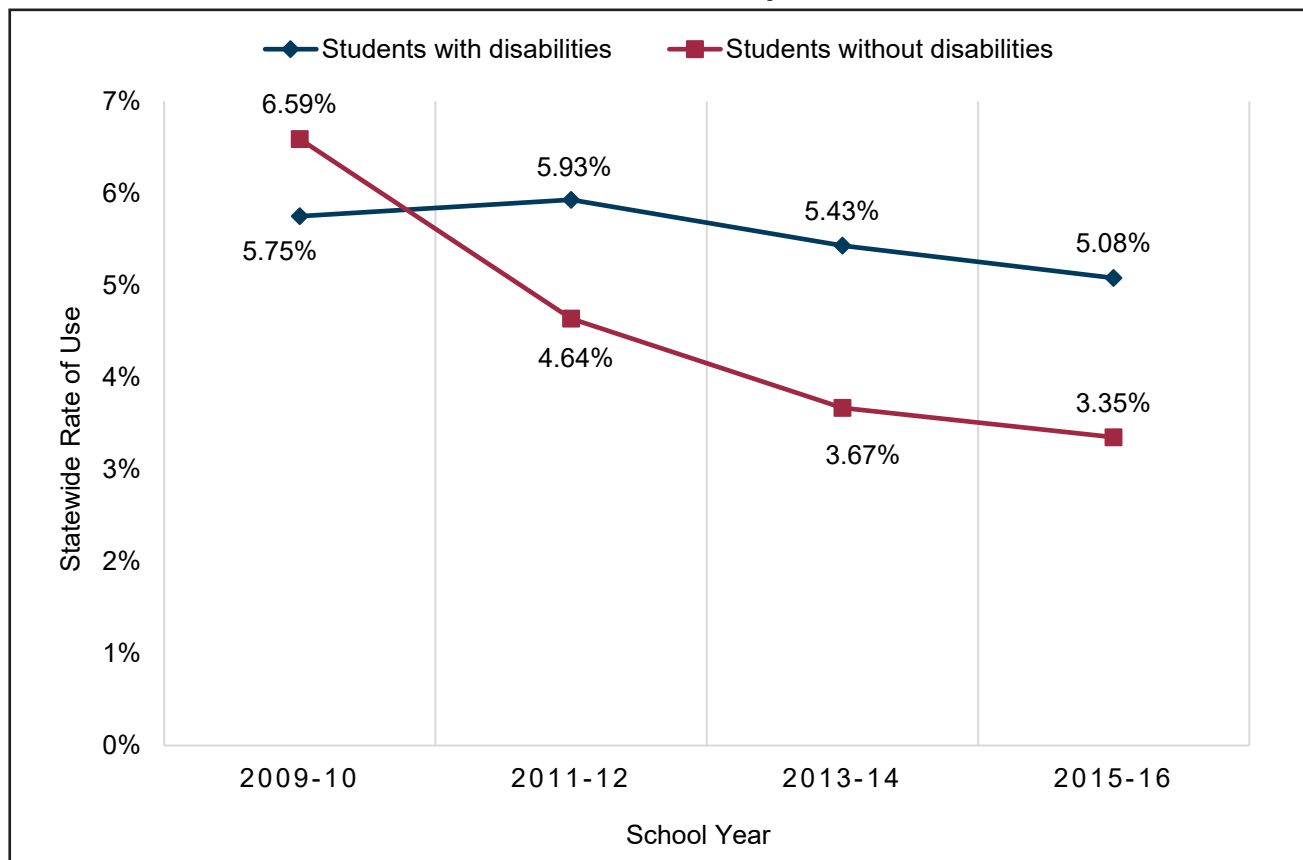
To prevent errors in the reporting of corporal punishment data identified by OREA, schools and districts should review their reporting procedures and ensure corporal punishment data is reported correctly.

Beginning with the 2018-19 school year, the Tennessee Department of Education (TDOE) will begin collecting corporal punishment data from schools and districts. It is anticipated that having TDOE collect and maintain corporal punishment data will make it easier to identify and correct reporting errors.

### Statewide rate of corporal punishment use

In 2009-10, the statewide rate of corporal punishment use for students with disabilities was lower than the statewide rate for students without disabilities. In the following three reporting years, the opposite was true: students with disabilities received corporal punishment at a higher rate than their peers. The statewide rate of corporal punishment use for students with disabilities declined overall from 2009-10 through 2015-16, though it peaked in 2011-12. The statewide rate of corporal punishment use for students without disabilities was the highest in 2009-10, then declined in the following three reporting years, dropping over three percentage points from 2009-10 through 2015-16. (See Exhibit 7.)

**Exhibit 7: Statewide rates of corporal punishment use for students with and without disabilities, 2009-2010, 2011-2012, 2013-2014, and 2015-2016 school years**



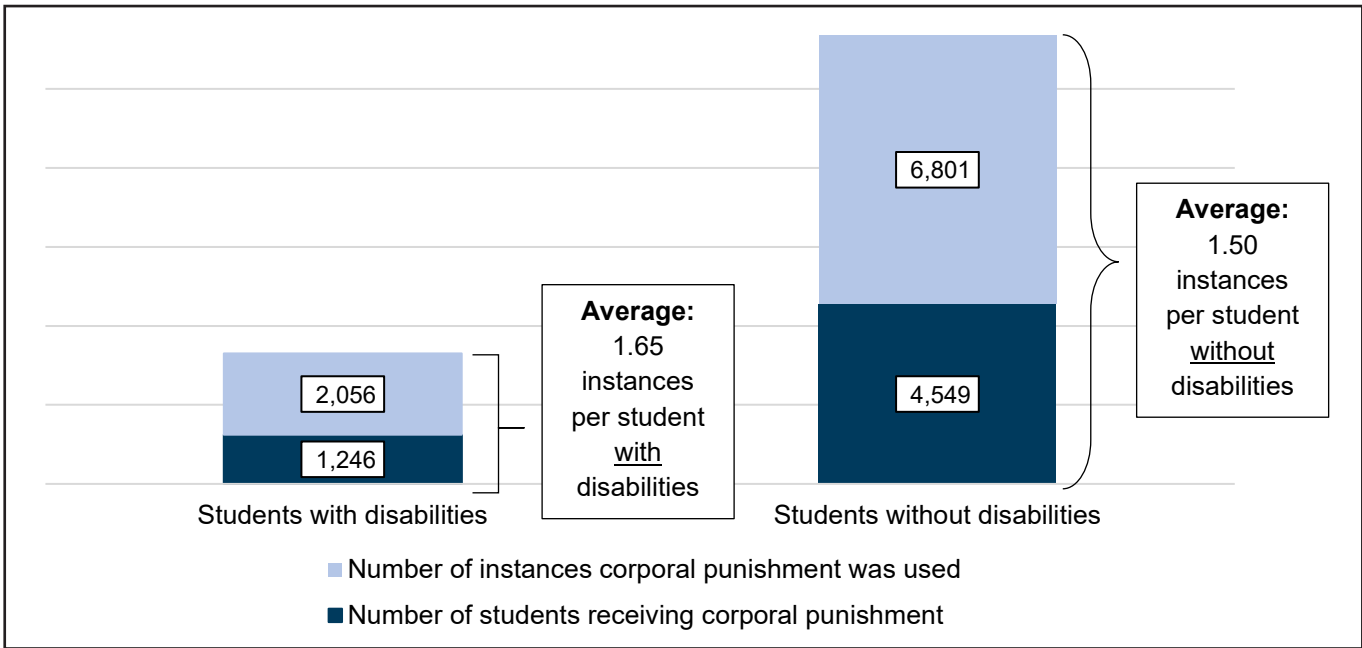
Note: The statewide rate of use includes only schools that reported corporal punishment data for any student. Schools that reported no data of corporal punishment use were excluded from the calculation.

Source: OREA analysis of U.S. Department of Education Office for Civil Rights data from 2009-10, 2011-12, 2013-14, and 2015-16 school years.

### Instances of corporal punishment use

On average, students with disabilities receive more instances of corporal punishment during the school year than their peers. In the 2015-16 school year, a total of 4,549 students without disabilities received corporal punishment a reported total of 6,801 instances, an average of 1.50 instances per student without disabilities. In comparison, a total of 1,246 students with disabilities received corporal punishment a reported total of 2,056 instances, an average of 1.65 instances per student with disabilities. (See Exhibit 8.)

**Exhibit 8: Number of students who received corporal punishment and the number of instances corporal punishment was used in the 2015-2016 school year**



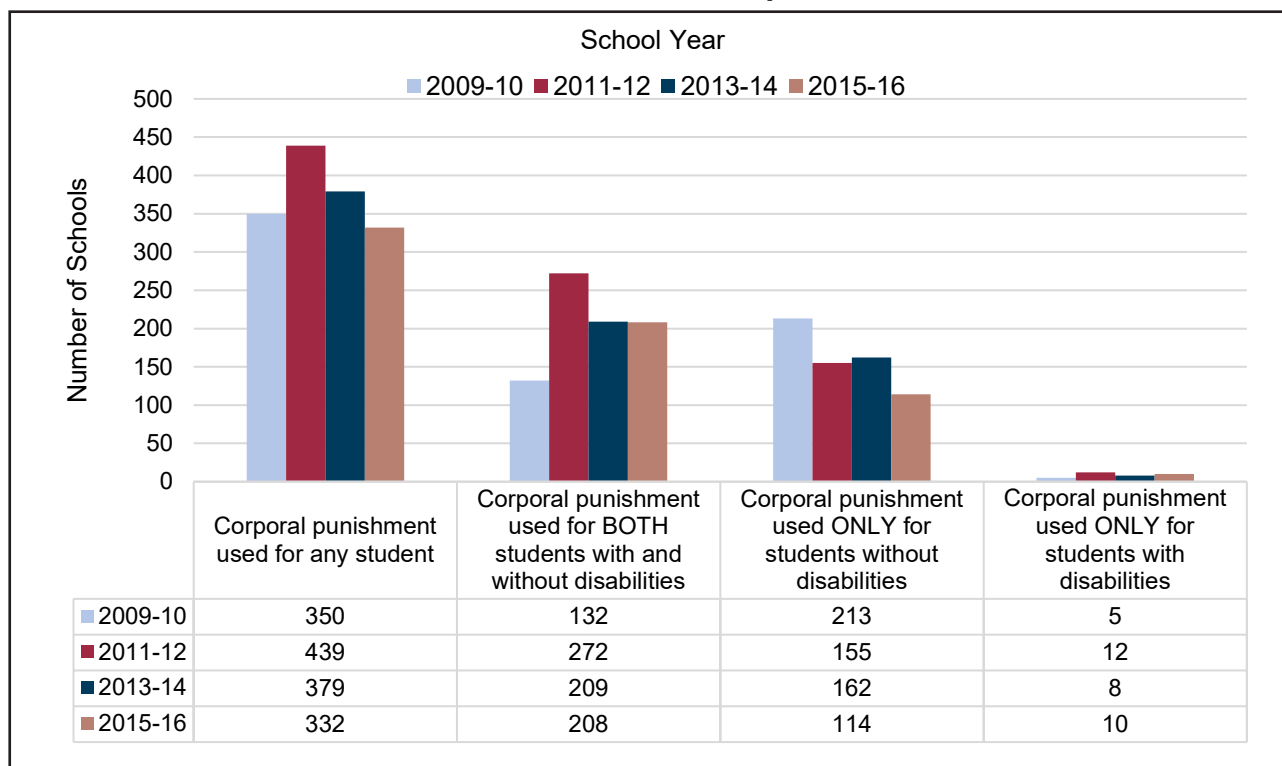
Note: OREA found that over half of schools reported a greater number of students receiving corporal punishment than the number of instances corporal punishment was used for that school year. It is unclear if this is a reporting error or if districts are reporting different data based on their interpretations of the reporting instructions.

Source: OREA analysis of U.S. Department of Education Office for Civil Rights data from the 2015-16 school year.

### Number of schools using corporal punishment

The number of schools reporting corporal punishment data declined overall from 2009-10 through 2015-16, though the number peaked in 2011-12. The number of schools using corporal punishment for both students with and without disabilities hit its lowest point over the four reporting years in 2009-10 before peaking in 2011-12, and then declining over the next two reporting periods. The number of schools using corporal punishment only for students without disabilities declined overall across the four reporting years. Some schools reported using corporal punishment only for students with disabilities for each of the past four reporting years. (See Exhibit 9.)

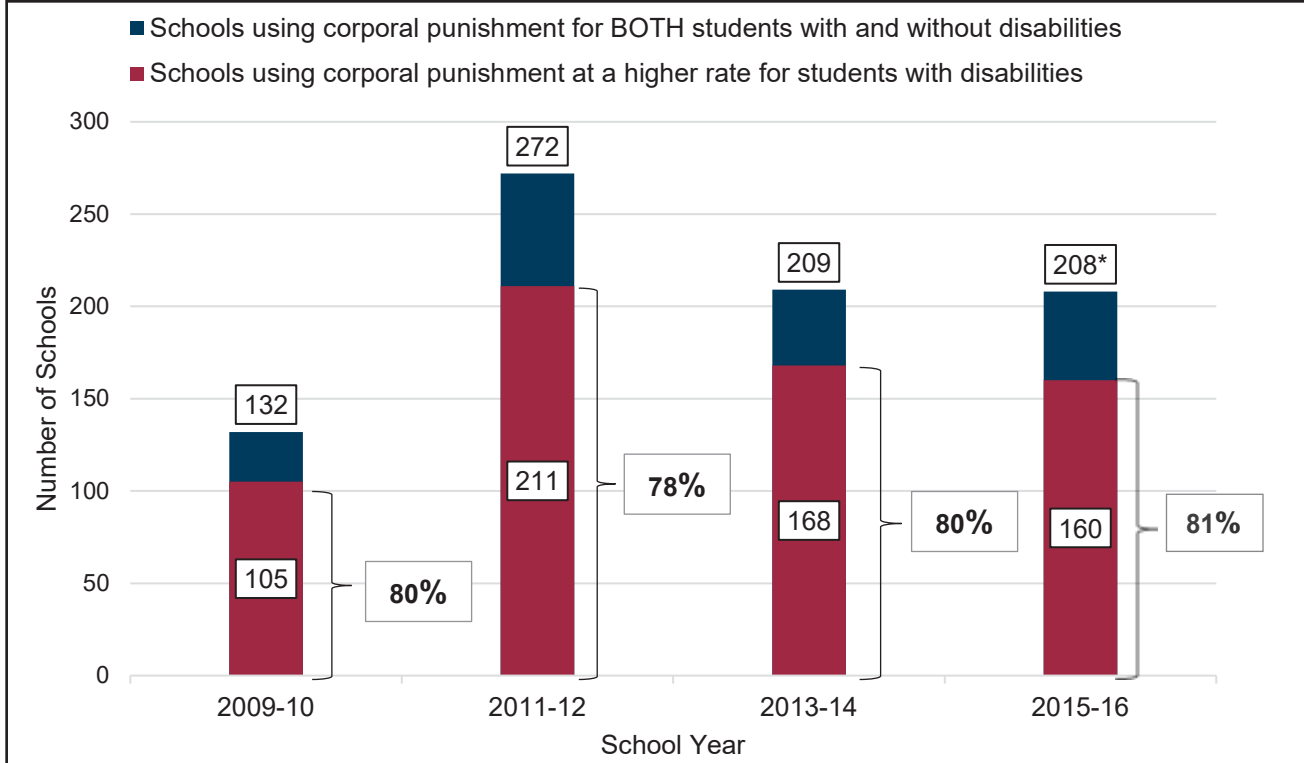
**Exhibit 9: Number of schools using corporal punishment for students with and without disabilities, 2009-2010, 2011-2012, 2013-2014, and 2015-2016 school years**



Source: OREA analysis of U.S. Department of Education Office for Civil Rights data from 2009-10, 2011-12, 2013-14, and 2015-16 school years.

In all four reporting years, approximately 80 percent of the schools that reported using corporal punishment for students with and without disabilities used it at a higher rate for students with disabilities. (See Exhibit 10.) The remaining schools (about 20 percent) used corporal punishment for students with disabilities at rates equal to or lower than students without disabilities.

**Exhibit 10: Schools using corporal punishment at a higher rate for students with disabilities, 2009-2010, 2011-2012, 2013-2014, and 2015-2016 school years**



Notes: The figures include only schools that reported data of corporal punishment use for BOTH students with and without disabilities. The figures do not include schools that reported data only for students with or without disabilities.

\*In the 2015-16 school year, there were 208 schools that reported corporal punishment data for both students with and without disabilities. Of those 208 schools, 11 reported instances of corporal punishment use only, and not the corresponding number of students who received corporal punishment. This is likely due to data suppression (e.g., OCR may suppress figures if only one or two students receive corporal punishment in a category, though the instances of corporal punishment use are not suppressed). OREA was unable to calculate rates of use for those 11 schools, arriving at the figure of 81% by dividing 160 schools into 197.

Source: OREA analysis of U.S. Department of Education Office for Civil Rights data from 2009-10, 2011-12, 2013-14, and 2015-16 school years.

Considering the number of schools using corporal punishment and the enrollment of students with and without disabilities in those schools provides context to the number of students receiving corporal punishment and the statewide rate of use. The school year with the most students with disabilities receiving corporal punishment (2011-12) was also the year with the highest enrollment of students with disabilities in schools using corporal punishment. The same cannot be said for students without disabilities: enrollment peaked for students without disabilities in schools using corporal punishment in 2011-12, while the number of students without disabilities receiving corporal punishment declined steadily for each of the four reporting years. There were also more schools reporting corporal punishment use in 2011-12 than in the previous or next two reporting years. (See Exhibit 11.)

**Exhibit 11: Schools using corporal punishment, enrollment, and number of students receiving corporal punishment, 2009-2010, 2011-2012, 2013-2014, and 2015-2016 school years**

	2009-2010		2011-2012		2013-2014		2015-2016	
	Students with disabilities	Students without disabilities	Students with disabilities	Students without disabilities	Students with disabilities	Students without disabilities	Students with disabilities	Students without disabilities
<b>Enrollment in schools using corporal punishment</b>	26,795	164,925	32,680	190,604	26,433	159,382	24,504	135,751
<b>Students receiving corporal punishment (Refer to Exhibit 6.)</b>	1,540	10,870	1,939	8,846	1,434	5,850	1,246	4,549
<b>Statewide rate of use (Refer to Exhibit 7.)</b>	5.75%	6.59%	5.93%	4.64%	5.43%	3.67%	5.08%	3.35%
<b>Number of instances* of corporal punishment use</b>	-	-	-	-	-	-	2,056	6,801
<b>Average number of times corporal punishment is used per student (Refer to Exhibit 8.)</b>	-	-	-	-	-	-	1.65 times per school year	1.50 times per school year
<b>Number of schools using corporal punishment (Refer to Exhibit 9.)</b>	<b>350: used with any student</b> 132: used with BOTH students with and without disabilities 213: used ONLY for students without disabilities 5: used ONLY with students with disabilities		<b>439: used with any student</b> 272: used with BOTH students with and without disabilities 155: used ONLY for students without disabilities 12: used ONLY with students with disabilities		<b>379: used with any student</b> 209: used with BOTH students with and without disabilities 162: used ONLY for students without disabilities 8: used ONLY with students with disabilities		<b>332: used with any student</b> 208: used with BOTH students with and without disabilities 114: used ONLY for students without disabilities 10: used ONLY with students with disabilities	

Note: Schools that reported no data of corporal punishment use were excluded from the calculation.

\*The number of instances of corporal punishment use was not collected prior to 2015-16. OREA found that over half of schools reported a greater number of students receiving corporal punishment than the number of instances corporal punishment was used for that school year. It is unclear if this is a reporting error or if districts are reporting different data based on their interpretations of the reporting instructions.

Source: OREA analysis of U.S. Department of Education Office for Civil Rights data from 2009-10, 2011-12, 2013-14, and 2015-16 school years.

## Limitations

### ***Available data is not current***

Data on the use of corporal punishment is self-reported by schools and districts biennially to OCR. A multiyear lag exists between the reporting year and when data is publicly available; the most current data available on corporal punishment use is from the 2015-16 school year. The next reporting year will include data from the 2017-18 school year, expected to be available in 2020.

With the passage of PC 777 (2018), schools are required to report corporal punishment data to TDOE on an annual basis, beginning with the 2018-19 school year.

### ***Reporting errors exist***

Information on reporting errors are detailed earlier. See page 11.

### ***Data by disability category***

Based on a review of the disability categories served under IDEA and Section 504, there is a spectrum of disabilities for which students may receive services in Tennessee schools, ranging from temporary medical issues to a severe cognitive disability. When schools report corporal punishment data to OCR, students with disabilities are identified as receiving services under IDEA or Section 504; no further details are provided. The lack of specificity prevents OREA from determining which types of students with disabilities receive corporal punishment. (See Appendix C in the full report for a detailed explanation of IDEA and Section 504.)

PC 777 (2018), which requires schools to report corporal punishment data to TDOE, also requires more details be reported. Starting with the 2018-19 school year, schools will annually report corporal punishment data to TDOE, including each instance of corporal punishment use, information regarding the reason for each instance of corporal punishment use, whether the instance involves a student with disabilities, and, if so, information regarding the student's type of disability. This additional information will make it possible to determine which types of students with disabilities receive corporal punishment, and the behaviors that lead to its use.

### ***Tennessee-specific disability categories***

Tennessee recognizes two disability categories (Functional Delay and Intellectually Gifted) that are not included in the federal IDEA law. These two categories have a combined five-year average enrollment of about 21,600 students. Any student identified solely under one of these two disability categories in Tennessee would not be counted as a student with disabilities when schools report to OCR, as long as schools abide by OCR's instruction to report using the federally recognized disability categories. (It is unclear if schools follow this instruction.) This potential exclusion of students should be considered when reviewing Tennessee's corporal punishment statistics.

This specific limitation will be addressed when schools begin reporting data to TDOE, beginning with the 2018-19 school year. Schools will identify students who fall into these two disability categories as students with disabilities when reporting corporal punishment data to TDOE.

## Methodology

### Variables

When schools report corporal punishment data to OCR, students with disabilities are reported as receiving services under either IDEA or Section 504.<sup>E</sup> To perform the data analysis, OREA combined the number of students receiving services under both programs to create the variable “students with disabilities.” The category for “students without disabilities” includes all other students enrolled who were not identified as receiving disability services or accommodations.

### Formulas

Rates of use were calculated for each school that reported using corporal punishment. The rates for individual schools were calculated by using the enrollment of students with and without disabilities per school and number of students with and without disabilities receiving corporal punishment per school that reported corporal punishment data. (See Exhibit 12.)

#### Exhibit 12: Formulas used to calculate rates of use for schools

Rate of corporal punishment use for students <u>with</u> disabilities per school	=	$\frac{\text{Number of students with disabilities receiving corporal punishment per school}}{\text{Number of students with disabilities enrolled per school}}$
Rate of corporal punishment use for students <u>without</u> disabilities per school	=	$\frac{\text{Number of students without disabilities receiving corporal punishment per school}}{\text{Number of students without disabilities enrolled per school}}$

Source: OREA.

<sup>E</sup>OCR instructs schools to report any student receiving services under both IDEA and Section 504 under IDEA only (not both categories) to prevent a duplicate headcount.

The statewide rate of corporal punishment use was calculated by using the number of students with and without disabilities receiving corporal punishment and the total enrollment of students with and without disabilities in schools that used corporal punishment for that reporting year. (See Exhibit 13.)

**Exhibit 13: Formulas used to calculate statewide corporal punishment rate**

Rate of corporal punishment use for students <u>with</u> disabilities statewide	= $\frac{\text{Number of students with disabilities receiving corporal punishment}}{\text{Number of students with disabilities enrolled in schools reporting corporal punishment data}}$
Rate of corporal punishment use for students <u>without</u> disabilities statewide	= $\frac{\text{Number of students without disabilities receiving corporal punishment}}{\text{Number of students without disabilities enrolled in schools reporting corporal punishment data}}$

Source: OREA.

The average number of instances<sup>F</sup> corporal punishment is administered per student was calculated by using the number of students with and without disabilities who received corporal punishment and the number of instances corporal punishment was administered for each group of students for that reporting year. (See Exhibit 14.)

**Exhibit 14: Formulas used to calculate average number of instances of use**


Average instances of corporal punishment use for students <u>with</u> disabilities statewide	= $\frac{\text{Number of instances corporal punishment was administered to students with disabilities statewide}}{\text{Number of students with disabilities receiving corporal punishment statewide}}$
Average instances of corporal punishment use for students <u>without</u> disabilities statewide	= $\frac{\text{Number of instances corporal punishment was administered to students without disabilities statewide}}{\text{Number of students without disabilities receiving corporal punishment statewide}}$

Source: OREA.

**Potential issues with rates based on small numbers**

The rates of use of individual schools are based on small numbers of students (especially the rates for students with disabilities), which can be problematic. Because the denominators are small, a minor

<sup>F</sup> The number of instances of corporal punishment use was not collected prior to 2015-16. OREA found that over half of schools reported a greater number of students receiving corporal punishment than the number of instances corporal punishment was used for that school year. It is unclear if this is a reporting error or if districts are reporting different data based on their interpretations of the reporting instructions.



change in the numerator can produce volatile rates of use. For example, a school may have a total of 10 students with disabilities enrolled, and if two of those students receive corporal punishment, the school's rate of corporal punishment use for students with disabilities would be 20 percent. Adding or subtracting one student with disabilities receiving corporal punishment would change the rate of use by 10 percentage points in either direction.

For students without disabilities, the denominator is typically larger than the numerator (i.e., schools typically have more students enrolled without disabilities than with disabilities), so a change to the numerator creates a smaller change in the rate of use. If a school has 300 students without disabilities enrolled, and 30 of them receive corporal punishment, the school's rate of use is 10 percent. Adding or subtracting one student receiving corporal punishment creates a much smaller change to the school's rate of use, about one-third of 1 percentage point in either direction. In this example, removing one student receiving corporal punishment creates a rate of use of 9.67 percent while adding one student creates a rate of use of 10.33 percent.

One study addressing this issue suggests using averages across multiple years (i.e., five-year average enrollment and number of students receiving corporal punishment) to reduce volatility in rates from one year to the next.<sup>6</sup> It was not possible to calculate five-year average rates of use per school for this report because many schools do not report corporal punishment data in each reporting year. It would be problematic to create multiyear average rates of use for some schools but not all schools. To address this issue, Appendix E in the full report contains enrollment and corporal punishment use numbers alongside the rates of use for each school that reported data in one or more of the past four reporting years (2009-10, 2011-12, 2013-14, and 2015-16). Readers can compare the rate of use to the number of students enrolled and receiving corporal punishment, rather than the rate of use alone.

### ***District discrepancies***

The most recent year of corporal punishment data available is from the 2015-16 school year. One district has rescinded its corporal punishment policy since then, meaning it will no longer administer corporal punishment in its schools. (Sumner County repealed its corporal punishment policy in July 2017.) Schools in this district are included in the data analysis and counts of schools that reported data, though the district is not among the 109 school districts with a board policy allowing corporal punishment use.

Two districts, both of which have a board policy allowing corporal punishment, were created in 2014 (Arlington Community Schools and Millington Municipal Schools). Data from these schools were not reported under their respective districts until the 2015-16 school year.

One district with a board policy allowing corporal punishment did not report data for the 2013-14 school year (Robertson County). Accordingly, schools in this district were not included in the data analysis or count of schools using corporal punishment for the 2013-14 school year.

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<sup>6</sup> Paul A. Buescher, "Statistical Primer: Problems with Rates Based on Small Numbers (Revised)," North Carolina Department of Health and Human Services, Division of Public Health, State Center of Health Statistics, No. 12, 1997, rev. 2008.

## Contact Information

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[www.comptroller.tn.gov/orea](http://www.comptroller.tn.gov/orea)

## **Trauma Informed Discipline & Related Discipline Policy**

In working on updating our policies, we needed to include information on trauma-informed discipline as well as all the other changes in law that needed to be reflected. This affected a myriad of policy.

Our policy 6.300 – Code of Behavior and Discipline was an old policy from 1998 and we mainly addressed the actual code of conduct through admin. procedures (see attached) that we would like to delete and instead address in the actual policy (see attached revision).

We also want to delete Policy 6.313 – Discipline Procedures. It is the same information that was populated over into the Code of Conduct and TSBA has deleted their 6.313 entirely. In the revision you will see highlighted areas where we need to insert alternative disciplinary practices for PreK and Kindergarten. Also, there is an area to list our trauma informed practices. I wasn't sure what all we are doing now on trauma-informed, so I plugged in several different types and will need your input on what needs to go there as well as under different levels of misbehaviors, what additional types of disciplinary options you would want to add.

Getting all this streamlined has of course affected other discipline policies. I asked that our Suspension/Expulsion/Remand policy be reviewed. The definitions for expulsion and remand found there correspond to TCA 49-6-3007 and related to how the absence is coded. This is different from the ways that statutes dealing with student discipline describe expulsion. For that reason, it was recommended that we keep info regarding expulsion in Policy 6.309 (Zero Tolerance Offenses) and focus Policy 6.316 on suspension. So, you have a revision for Policy 6.309 – Zero Tolerance and Policy 6.316 which will change from Suspension/Expulsion/Remand to Suspension.

These discipline updates highlighted the need to also update our SDHA policy 6.317 and that revision is also included.

I have more policy changes coming in instruction with the same situation where one policy change also had a domino effect on other policy in that section, as well as some changes that will be coming to you on recent legislation that we can address in August.

# Bedford County Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Zero Tolerance Offenses</b>	Descriptor Code: <b>6.309</b>	Issued Date: <b>09/15/20</b>
		Rescinds: <b>6.309</b>	Issued: <b>06/18/13</b>

1 In order to ensure a safe and secure learning environment, the following offenses shall not be  
2 tolerated:<sup>1</sup>

- 3 1. Bringing to school or being in unauthorized possession of a firearm on school property;<sup>2</sup>
- 4 2. Unlawful possession of any drug, including any controlled substance, controlled substance  
5 analogue, or legend drug on school grounds or at a school-sponsored event;<sup>3</sup>
- 6 3. Aggravated assault;<sup>4</sup> or
- 7 4. Assault that results in bodily injury<sup>5</sup> upon a teacher, principal, administrator, any other  
8 employee of the school, or school resource officer.

9 Committing any of these offenses shall result in a student being expelled from the regular school  
10 program for at least one (1) calendar year unless modified by the Superintendent of School.  
11 Modification of the length of time shall be granted on a case-by-case basis. Students that commit zero  
12 tolerance offenses may be assigned to an alternative school or program at the discretion of the  
13 Superintendent of Schools.<sup>6</sup>

14 When it is determined that a student has violated this policy, the principal shall notify the student's  
15 parent(s)/guardian(s) and the criminal justice or juvenile delinquency system as required by law.<sup>7</sup>

## 16 ~~WEAPONS & DANGEROUS INSTRUMENTS~~

17 ~~Students shall not possess, handle, transmit, use or attempt to use any dangerous weapon in school~~  
18 ~~buildings or on school grounds at any time, or in school vehicles and/or buses or off the school~~  
19 ~~grounds at a school-sponsored activity, function or event.<sup>1</sup>~~

20 ~~Dangerous weapons for the purposes of this policy shall include, but are not limited to a firearm or~~  
21 ~~anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily~~  
22 ~~injury or anything that in the manner of its use is capable of causing death or serious bodily injury.<sup>2</sup>~~

23 ~~Violators of this section shall be subject to suspension and/or expulsion from school.~~

24 ~~*Firearms (as defined in 18 U.S.C. § 921)*<sup>3</sup>~~

25 ~~In accordance with state law, any student who brings or possess a firearm on school property shall be~~  
26 ~~expelled for a period of not less than one (1) calendar year. The superintendent of schools shall have~~  
27 ~~the authority to modify this expulsion requirement on a case-by-case basis.<sup>4</sup>~~

28

1 **DRUGS**

2 In accordance with state law, any student who unlawfully possesses any drug including any controlled  
3 substance or legend drug shall be expelled for a period of not less than one (1) calendar year. The  
4 superintendent of schools shall have the authority to modify this expulsion requirement on a case by  
5 case basis.<sup>5</sup>

6 **ASSAULT**

7 In accordance with state law, any student who commits aggravated assault as defined in § 39-13-102  
8 upon a teacher, principal, administrator, any other employee of the school or school resource officer  
9 shall be expelled for a period of no less than one (1) calendar year. The superintendent of schools shall  
10 have the authority to modify this expulsion requirement on a case by case basis.<sup>5</sup>

11 **ELECTRONIC THREATS**

12 In accordance with state law, any student who transmits by an electronic device any communication  
13 containing a credible threat to cause bodily injury or death to another student or school employee and  
14 the transmission of such threat creates actual disruptive activity at the school that requires  
15 administrative intervention shall be expelled for a period of not less than one (1) calendar year. The  
16 Superintendent of Schools shall have the authority to modify this expulsion requirement on a case by  
17 case basis.<sup>6</sup>

18 **NOTIFICATION**

19 When it is determined that a student has violated this policy, the principal of the school shall notify the  
20 student’s parent or guardian and the criminal justice or juvenile delinquency system as required by  
21 law.<sup>7</sup>  
22

Legal References

1. TCA 49-6-3401(g) ~~TCA 39-17-1309~~
2. 18 USCA § 921(a)(3); 20 USCA § 7961 ~~TCA 39-11-106(a)(5)(A)(B)~~
3. TCA 39-17-454; TCA 53-10-101 ~~18 U.S.C. 921~~
4. TCA 39-13-102 ~~20 U.S.C. § 8921; TCA 49-6-4216(b); TCA 49-6-3401(g)~~
5. TCA 39-13-101(a)(1) ~~TCA 49-6-3401(g); TCA 49-6-4216(b)~~
6. TCA 49-6-3401(g)(2); TCA 49-6-3402; Public Acts of 2020, Chapter No. 603 ~~TCA 49-6-4216(a)(2)(C)~~
7. TCA 49-6-4209; TCA 39-17-1312; 20 USCA § 7961(h)(1)

Cross References

- ~~Discipline Procedures 6.313~~
- ~~Suspension/Expulsion/Remand 6.316~~
- Code of Conduct 6.300
- Drug-Free Schools 6.307
- Student Disciplinary Hearing Authority 6.317
- Alternative Education 6.319

# Bedford County Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term:  <b>Suspension</b>	Descriptor Code: <b>6.316</b>	Issued Date: <b>09/15/20</b>
		Rescinds: <b>6.316</b>	Issued: <b>06/18/13</b>

1 **DEFINITIONS:<sup>1</sup>**

2 ~~**Suspension:** dismissed from attendance at school for any reason not more than ten (10) consecutive~~  
3 ~~days. Multiple suspensions shall not run consecutively nor shall multiple suspensions be applied to~~  
4 ~~avoid expulsion from school.~~

5 ~~**Expulsion:** removal from attendance for more than ten (10) consecutive days or more than fifteen (15)~~  
6 ~~days in a month of attendance. Multiple suspensions that occur consecutively shall constitute~~  
7 ~~expulsion.~~

8 ~~**Remand:** assignment to an alternative school.~~

9 **REASONS FOR SUSPENSION/EXPULSION:**

10 ~~Any principal, principal teacher or assistant principal (herein called principal) may suspend/expel any~~  
11 ~~student from attendance at school or any school-related activity on or off campus or from attendance at~~  
12 ~~a specific class or classes, or from riding a school bus, without suspending such student from~~  
13 ~~attendance at school (in-school suspension), for good and sufficient reasons including, but not limited~~  
14 ~~to:<sup>2</sup>~~

15 *General*

16 *A principal may suspend a student from attendance in a specific class or school related activity without*  
17 *suspending the student from attendance at school. Based on the severity of the offense, a principal*  
18 *may suspend a student from attendance at school and all school activities.*

19 *Students may be suspended for good and sufficient reasons including, but not limited to:<sup>1</sup>*

- 20 1. Willful and persistent violation of the rules of the school;
- 21 2. Immoral or disreputable conduct, including vulgar or profane language;
- 22 3. Violence or threatened violence against the person of any personnel attending or assigned to
- 23 any school;
- 24 4. Willful or malicious damage to real or personal property of the school, or the property of any
- 25 person attending or assigned to the school;
- 26 5. Inciting, advising or counseling of others to engage in any of the acts herein enumerated *actions*
- 27 *that would justify suspension;*
- 28 6. ~~Possession of a pistol, gun or firearm on school property~~ *Marking, defacing, or destroying*
- 29 *school property;<sup>3</sup>*

- 1        7. Possession of a pistol, gun, or firearm on school property;<sup>2</sup> Possession of a knife, etc., as
- 2        defined in TCA 39-6-1701, on school property;
- 3        8. Possession of a knife or other weapons, as defined in state law, on school property;<sup>3</sup>
- 4        9. Assaulting a principal, teacher, school bus driver or other school personnel with vulgar,
- 5        obscene, or threatening language;
- 6        10. Unlawful use or possession of barbitol or legend drugs, as defined in TCA 53-10-101 state
- 7        law;<sup>3,4</sup>
- 8        11. Engaging in behavior which disrupts a class or school-sponsored activity;
- 9        12. Making a threat, including a false report, to use a bomb, dynamite, any other deadly explosive
- 10       or destructive device including chemical weapons on school property or at a school-sponsored
- 11       event;
- 12       13. One (1) or more students initiating a physical attack on an individual student on school
- 13       property or at a school activity, including travel to and from school;
- 14       14. Off-campus criminal behavior resulting in felony charges; ~~when behavior poses a danger to~~
- 15       ~~persons or property or disrupts the educational process; and~~
- 16       15. ~~When behavior poses a danger to persons or property or disrupts the educational process; or~~
- 17       16. Any other conduct prejudicial to good order or discipline in any school.

18       ~~Except in an emergency, a principal shall not suspend any student until that student has been advised~~

19       ~~of the nature of his/her misconduct, questioned about it, and allowed to give an explanation.~~

20       If, as a result of an investigation, a principal or his/her designee finds that a student acted in self-

21       defense under a reasonable belief that the student, or another to whom the student was coming to the

22       defense of, may have been facing the threat of imminent danger of death or serious bodily injury, then,

23       the student may not face any disciplinary action.<sup>4,5</sup>

24       ~~When a student is suspended, the principal shall notify the parent(s)/guardian(s) and the~~

25       ~~Superintendent of Schools/designee of the following:~~

- 26       1. Student's suspension;
- 27       2. Cause for the suspension; and
- 28       3. Any conditions for readmission which may include a meeting of the parent(s)/guardian(s),
- 29       student, and the principal.

30       ~~If a student is suspended during the last ten (10) days of any term or semester, he/she shall be~~

31       ~~permitted to take such final examinations or submit such required work as necessary to complete the~~

32       ~~course of instruction for that semester, subject to conditions prescribed by the principal.<sup>6</sup>~~

33       **IN-SCHOOL SUSPENSION:<sup>4,7</sup>**

34       ~~In-school suspension shall be offered to students as an alternative program (if applicable) to complete~~

35       ~~academic assignments and receive credit for work completed.~~

- 36       1- ~~Students given an in-school suspension in excess of one (1) day from classes shall attend either~~
- 37       ~~special classes attended only by students guilty of misconduct or be placed in an isolated area~~
- 38       ~~appropriate for study; and~~
- 39       2- ~~Personnel responsible for in-school suspension will see that each student is supervised at all~~
- 40       ~~times and has textbooks and classwork assignments from his/her regular teachers. Students~~

1 given in school suspension shall be required to complete academic assignments and shall  
2 receive credit for work completed.

3 **PROCEDURES FOR IN-SCHOOL SUSPENSION AND EXPULSION:<sup>5</sup>**

- 4 1. Unless the student’s continued presence in the school, class or school-related activity presents  
5 an immediate danger to the student or other persons or property, no principal shall  
6 suspend/expel any student until that student has been advised of the nature of his/her  
7 misconduct, questioned about it, and allowed to give an explanation.
- 8 2. Upon suspension/expulsion of any student (in school suspension in excess of one (1) day, the  
9 principal shall make an immediate attempt to contact the parent or guardian to inform them of  
10 the suspension/expulsion. The student shall not be sent home before the end of the school day  
11 unless the parent or guardian has been contacted.
- 12 3. The principal shall notify the parent or guardian and the superintendent of schools or designee  
13 in writing:
  - 14 a. Of the suspension/expulsion and the cause for it; and
  - 15 b. A request for a meeting with the parent or guardian, student and principal, to be held as  
16 soon as possible, but no later than five (5) days following the suspension/expulsion.
- 17 4. Immediately following the scheduled meeting, whether or not attended by the parent or  
18 guardian or student, the principal shall determine the length of suspension/expulsion and set  
19 conditions for readmission. If the principal determines the length of the suspension to be  
20 between six (6) and the maximum of ten (10) days, the principal shall develop and implement a  
21 plan for correcting the behavior when the student returns to school.
- 22 5. If at the time of the suspension the principal determines that an offense has been committed  
23 which, in the judgment of the principal would justify a suspension/expulsion for more than ten  
24 (10) days, he/she may suspend/expel/remand the student unconditionally for a specified period  
25 of time or upon such terms and conditions as are deemed reasonable.
- 26 6. The principal shall immediately give written or actual notice to the parent or guardian and the  
27 student of the right to appeal the decision to suspend/expel/remand for more than ten (10) days.  
28 The notice shall include a statement that, unless the student’s parent or guardian requests an  
29 open hearing in writing within five (5) days of receipt of the notice, any hearing will be closed  
30 to the public. All appeals must be filed, orally or in writing, within five (5) days after receipt of  
31 the notice and may be filed by the parent or guardian, the student or any person holding a  
32 teacher’s license who is employed by the school system if requested by the student.
- 33 7. The appeal from this decision shall be to the Board or to a disciplinary hearing authority  
34 appointed by the Board.
- 35 8. If the suspension/expulsion occurs during the last ten (10) days of any term or semester, the  
36 student shall be permitted to take such final examinations or submit such required work as  
37 necessary to complete the course of instruction for that semester, subject to conditions  
38 prescribed by the principal.

39 **SUSPENSIONS LONGER THAN FIVE DAYS<sup>8</sup>**

40 If a suspension is longer than five (5) days, the principal shall develop and implement a plan for  
41 improving the student’s behavior.

42

1 **SUSPENSIONS LONGER THAN TEN DAYS<sup>9</sup>**

2 If the principal suspends a student for longer than ten (10) days, he/she shall immediately give written  
3 notice to the parent(s)/guardian(s) and the student of the right to appeal the decision. All appeals shall  
4 be filed within five (5) days of receipt of the notice. These appeals may be filed by the  
5 parent(s)/guardian(s), the student, or any person holding a teaching license who is employed by the  
6 school district if requested by the student.

7 The appeal from this decision shall be to the Disciplinary Hearing Authority appointed by the Board.  
8 If a Disciplinary Hearing Authority has not been appointed, then the appeal shall be to the Board.

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Legal References

1. TCA 49-2-203(a)(7); TCA 49-6-3401(a) ~~TCA 49-6-3007(h)~~
2. TCA 39-17-1309(b) ~~TCA 49-2-203(a)(7); TCA 49-6-3401(a)~~
3. TCA 39-17-1309 ~~TCA 49-6-4216; TCA 39-17-1309; TCA 39-17-417~~
4. TCA 53-10-101; TCA 39-17-454 ~~TCA 49-6-3401(i)~~
5. TCA 49-6-3401(i) ~~TCA 49-6-3401(b)(1)~~
6. TCA 49-6-3401(d) (4)-(6); ~~Goss v. Lopez, 419 U.S. 565 (Ohio, 1975); Individuals with Disabilities Act Amendments of 1997 § 615~~
7. TCA 49-6-3401(b)(1)
8. TCA 49-6-3401(a)-(c)(3)
9. TCA 49-6-3401(a)-(c); *Goss v. Lopez*, 419 U.S. 565(1975); 29 USCA § 1415

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Cross References

- Traffic and Parking Controls 3.403
- Code of Conduct 6.300
- Procedural Due Process 6.302
- Interference/Disruption of School Activities 6.306
- Drug-Free Schools 6.307
- Bus Safety and Conduct 6.308
- Zero Tolerance Offenses 6.309
- Dress Code 6.310
- Student Disciplinary Hearing Authority 6.317
- ~~Notice of Suspension 6.316.1(AP)~~
- Alternative Education 6.319

# Bedford County Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Student Disciplinary Hearing Authority</b>	Descriptor Code: <b>6.317</b>	Issued Date: <b>09/15/20</b>
		Rescinds: <b>6.317</b>	Issued: <b>11/16/00</b>

1 A Student Disciplinary Hearing Authority (SDHA)<sup>1</sup> will conduct hearings for students who have been  
2 suspended/~~expelled/remanded~~ for more than ten (10) school days. The Board shall appoint members  
3 of the SDHA which shall consist of seven (7) members, (maximum number must not exceed total  
4 membership of the Board) at least ~~two (2)~~ **one (1)** of which shall be a licensed employees of the board,  
5 appointed to one (1) year terms and subject to reappointment. Board members shall not serve on the  
6 SDHA.<sup>1</sup>

7 The superintendent shall appoint a chairman of the SDHA from the members appointed by the Board.  
8 The chairman shall perform the following duties:

- 9 1. **Set the time, place, and date for each hearing;** ~~Identify the members of the SDHA assigned to~~  
10 ~~hear each individual case;~~
- 11 2. **Maintain order and structure during each hearing; and Prepare and disseminate the minutes of**  
12 ~~each meeting;~~
- 13 3. **Prepare, sign, and disseminate the minutes of each meeting.** ~~Set the time, place and date for~~  
14 ~~each hearing;~~
- 15 4. ~~Notify appropriate persons for each meeting within forty eight (40) hours of receiving~~  
16 ~~notification of the suspension/expulsion; and~~
- 17 5. ~~Sign and maintain a copy of minutes of meeting.~~

18 ~~Each hearing shall be conducted by at least three (3) members of the SDHA, one of which must be a~~  
19 ~~licensed employee of the Board. The hearing must be held, a decision must be rendered, and~~  
20 ~~notification of the decision must be provided to the parents and/or students and the principal no later~~  
21 ~~than ten (10) days after the beginning of the suspension/expulsion. Notification of the decision shall~~  
22 ~~include a statement of the right of either party within five (5) days after receiving the decision to~~  
23 ~~request a review by the Board.~~

24 **Upon receiving notification of the request to appeal the suspension decision, the SDHA shall provide**  
25 **written notification to the parent(s)/guardian(s) of the student, the student, and any other appropriate**  
26 **person of the time, place, and date of the hearing. The hearing shall be held no later than ten (10) days**  
27 **after the beginning of the suspension.<sup>2</sup>**

28 The SDHA may take the following disciplinary actions:<sup>3</sup>

- 29 1. Affirm the decision of the school principal;
- 30 2. Order removal of the suspension/~~expulsion~~ unconditionally;
- 31 3. Order removal of the suspension/~~expulsion~~ upon such terms and conditions as it deems  
32 reasonable;

- 1        4. **Assign the student to an alternative school or program;** ~~Remand the student to alternative~~
- 2            placement; or
- 3        5. ~~Suspend/Expel/Remand~~ the student for a specified period of time.\*

4 ~~If a review of the hearing is requested by either the student or principal, the Board shall either review~~

5 ~~the record or grant a second hearing except those involving zero tolerance offenses.~~

6 ~~If the Board chooses to review the record it shall:~~

- 7        1. ~~Affirm the decision of the hearing authority; or~~
- 8        2. ~~Modify the decision to a lesser penalty\*; or~~
- 9        3. ~~Grant a hearing before the Board.~~

10 ~~If the Board chooses to grant a hearing, it may:~~

- 11        1. ~~Affirm the decision of the hearing authority; or~~
- 12        2. ~~Modify the decision in any manner\*; or~~
- 13        3. ~~Impose a more severe penalty than that of the hearing authority.~~

14 **Within five (5) days of the SDHA rendering a decision, the student, principal, principal-teacher, or**

15 **assistant principal may request a review by the Board, and the Board shall review the record.**

16 **Following the review, the Board may take the following actions:**

17 ***Grant Request for Hearing<sup>4</sup>***

18 **If the Board grants a hearing, it shall provide notice to the student and/or his/her parent(s)/guardian(s).**

19 **The notice of the hearing shall include a statement that, unless the student or the student’s**

20 **parent(s)/guardian(s) requests an open hearing in writing within five (5) days of receipt of the notice,**

21 **the hearing shall be closed to the public.**

22 **The Board may affirm, overturn, or modify the decision of the SDHA.**

23 ***Deny Request for Hearing<sup>4</sup>***

24 **If the Board does not grant a hearing, it may affirm, overturn, or modify the decision of the SDHA.**

25 **The Board shall not impose a more severe penalty than that imposed by the SDHA without first**

26 **providing an opportunity for a hearing before the Board.**

27 **\*Note: Zero-tolerance offenses as set forth in statute (~~firearms, drug possession and battery~~**

28 **~~upon a school employee~~) require mandatory calendar year expulsion ~~or assignment to alternative~~**

29 **~~placement for a calendar year unless modified by the Superintendent.~~**

30

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Legal References

- 1. TCA 49-6-3401(c)(4) (C)

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Cross References

Procedural Due Process 6.302

- 2. TCA 49-6-3401(c)(4)(D)
- 3. TCA 49-6-3401(c)(5)
- 4. TCA 49-6-3401(c)(6)

Zero Tolerance Offenses 6.309

Suspension/~~Expulsion~~/~~Remand~~ 6.316

Alternative Education 6.319

Student Records 6.600

# Bedford County Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Alternative Education</b>	Descriptor Code: <b>6.319</b>	Issued Date: <b>09/15/20</b>
		Rescinds: <b>6.319</b>	Issued: <b>06/18/18</b>

1 The Board shall operate an alternative school **and/or** program for students in grades 7-12 who have  
2 been suspended or expelled from regular school programs.<sup>1</sup>

3 **An alternative school is a short-term intervention program designed to provide educational services**  
4 **outside the regular school program for students who have been suspended or expelled. The alternative**  
5 **school is located in a separate facility from the regular school program. Bedford County's alternative**  
6 **school is Bedford County Learning Academy (BCLA).**

7 **An alternative program is a short-term intervention program designed to provide educational services**  
8 **outside the regular school program for students who have been suspended or expelled. Alternative**  
9 **programs may be located within the regular school or be a self-contained program within the school.**  
10 **Alternative programs shall include, but are not limited to, the following: Pathways Program, Online**  
11 **Program [e.g. night school or in-school suspension].**

12 Alternative school **and/or** programs shall be operated in accordance with state laws and the rules of the  
13 State Board of Education, and instruction shall proceed as nearly as practicable in accordance with the  
14 instructional programs at the student's ~~home~~ **regular** school.<sup>2</sup>

15 The Superintendent of Schools shall develop procedures that provide appropriate educational  
16 opportunities for all students assigned to an alternative education program. These educational  
17 opportunities shall utilize Tennessee's academic standards, ~~.<sup>2</sup> incorporate innovative teaching~~  
18 ~~strategies, deliver research-based instructional techniques, and provide the resources necessary to~~  
19 ~~foster student learning and achievement.~~<sup>3</sup>

20 ~~Annually, the Superintendent of Schools/designee shall submit the following information to the~~  
21 ~~Department of Education:~~

- 22 ~~1. Alternative school(s) or program(s) currently in operation in the school district;~~  
23 ~~2. Number and grade level of students served in an alternative education program;~~  
24 ~~3. Primary reason for student assignment to an alternative education program; and~~  
25 ~~4. Number of faculty and staff serving each alternative education program.~~

## 26 **ASSIGNMENT<sup>3</sup>**

27 **Students who have been suspended for more than ten (10) days or expelled shall be assigned to the**  
28 **alternative school or program if there is staff and space available.<sup>3</sup> Availability of staff and space shall**  
29 **be determined at the time the disciplinary decision is rendered. The Superintendent of**

1 Schools/designee shall make this determination by evaluating factors including, but not limited to, the  
2 following:

- 3 1. Level of supervision available;
- 4 2. Safety considerations; and
- 5 3. Type of infraction.

6 Students who have committed zero tolerance offenses are not required to be assigned to alternative  
7 schools or programs.<sup>4</sup>

8 Prior to the assignment of the student to an alternative school program, the superintendent of  
9 schools/designee shall provide written notice to the student's parent/guardian stating the reason for the  
10 student's placement.<sup>5</sup>

11 Placement in an alternative education setting shall be reserved for students who significantly disrupt  
12 the educational process. If a student has an active Individualized Education Plan, a 504 plan, or is  
13 suspected of having a disability, all state and federal laws, rules, and regulations related to special  
14 education shall be followed. The Superintendent of Schools/designee shall develop procedures  
15 regarding placement of students in the program, taking into consideration the impact of exclusionary  
16 discipline practices.<sup>6</sup>

17 ~~Attendance in alternative school programs shall be mandatory, and students attending an alternative  
18 school located outside of the school district shall provide their own transportation.~~

19 The Superintendent of Schools/designee shall monitor and regularly evaluate the academic progress of  
20 each student enrolled in an alternative education program.

## 21 **REMOVAL<sup>7</sup>**

22 A student may be removed from the alternative school or program if:

- 23 1. He/she violates the rules of the alternative school or program; or
- 24 2. He/she is not benefiting from the assignment and all interventions have been exhausted  
25 unsuccessfully.

## 26 **ADDITIONAL OFFENSES<sup>8</sup>**

27 Any new disciplinary offense committed during a student's original suspension or expulsion period  
28 shall be treated as a new and separate offense. These offenses shall not constitute an extension of the  
29 original suspension or expulsion.

## 30 **TRANSITION PLANS<sup>3-9</sup>**

31 The Superintendent of Schools/designee shall develop procedures regarding the implementation of  
32 transition plans for the integration of students assigned to the alternative school. ~~entering and exiting  
33 the program.~~

34  
35

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Legal References

1. ~~TCA 49-6-3402(a);~~ **Public Acts of 2020, Chapter No. 603; TRR/MS 0520-01-02-.09 State Board of Education Policy 2.302**
2. ~~TCA 49-6-3402(b);~~ TRR/MS 0520-1-2-.09 (9)(a)
3. ~~State Board of Education Policy 2.302~~ **Public Acts of 2020, Chapter No. 603**
4. **Public Acts of 2020, Chapter No. 603; TRR/MS 0520-01-.09(6)(a)**
5. **TRR/MS 0520-01-02-.09(9)(i)**
6. **TRR/MS 0520-01-02-.09(9)(h)**
7. **Public Acts of 2020, Chapter No. 603**
8. **TRR/MS 0520-01-02-.09(9)(g)(2)**
9. **TRR/MS 0520-01-02-.09(m)**

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Cross References

- Special Education 4.202
- Suspension/~~Expulsion/Remand~~ 6.316
- Student** Disciplinary Hearing Authority 6.317
- Special Education Students 6.500



# State of Tennessee

## PUBLIC CHAPTER NO. 603

### SENATE BILL NO. 1755

By Haile, Crowe, Robinson

Substituted for: House Bill No. 1671

By Lamberth, Garrett, Weaver, Griffey, White, Hardaway, Hurt, Faison

AN ACT to amend Tennessee Code Annotated, Title 49, relative to alternative education.

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

SECTION 1. Tennessee Code Annotated, Section 49-6-3402, is amended by deleting subsection (c) and substituting instead the following:

(1)(A) Attendance in an alternative school or alternative program is mandatory for students in grades seven through twelve (7-12) who have been suspended for more than ten (10) days or expelled from the regular school program if there is space and staff available.

(B)(i) Notwithstanding subdivision (c)(1)(A), attendance in an alternative school or alternative program is not mandatory for students in grades seven through twelve (7-12) who have been expelled from the regular school program for committing a zero tolerance offense.

(ii) This subdivision (c)(1)(B) does not prohibit a director of schools, or a director's designee, from assigning a student who has been expelled from the regular school program for committing a zero tolerance offense to an alternative school or alternative program.

(iii) The director of schools, or the director's designee, shall determine whether to assign a student who has been expelled from the regular school program for committing a zero tolerance offense to an alternative school or alternative program on a case-by-case basis.

(C) Attendance in an alternative school or alternative program is voluntary for students in grades one through six (1-6) who have been suspended or expelled from the regular school program unless the local board of education adopts a policy mandating attendance in either instance.

(2)(A) A student who is assigned to an alternative school or alternative program is subject to all rules pertaining to the alternative school or alternative program.

(B) The director of schools, or the director's designee, may remove a student

duration of the student's original suspension or expulsion. The student's removal under subdivision (c)(2)(B) does not constitute grounds for any extension of the student's original suspension or expulsion.

(D) The director of schools, or the director's designee, shall make the final decision on removal.

(3) If a student is under suspension or expulsion and transfers to another LEA during the student's suspension or expulsion period, then the director of schools, or the director's designee, of the LEA to which the student transfers may review the grounds of the student's suspension or expulsion, but is not required to enforce the suspension or expulsion. If the director of schools, or the director's designee, elects to enforce the student's suspension or expulsion, then, notwithstanding subdivision (c)(1), the LEA to which the student transferred is not required to assign the student to an alternative school or alternative program for the remainder of the suspension or expulsion period. This subdivision (c)(3) does not limit or impair an LEA's ability to deny enrollment to a student who is under suspension or expulsion in another LEA or state pursuant to § 49-6-3401(f).

SECTION 2. This act shall take effect upon becoming a law, the public welfare requiring it, and shall apply to students suspended, expelled, assigned to an alternative school or alternative program, removed from an alternative school or alternative program, or transferring during the student's suspension or expulsion period on or after that date.

SENATE BILL NO. 1755

PASSED: March 12, 2020

  
RANDY McNALLY  
SPEAKER OF THE SENATE

  
CAMERON SEXTON, SPEAKER  
HOUSE OF REPRESENTATIVES

APPROVED this 20<sup>th</sup> day of March 2020



BILL LEE GOVERNOR

**RULES  
OF  
THE STATE BOARD OF EDUCATION**

**CHAPTER 0520-01-02  
DISTRICT AND SCHOOL OPERATIONS**

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0520-01-02-.02	Salary Schedules	0520-01-02-.13	Fiscal Accountability Standards
0520-01-02-.03	Repealed	0520-01-02-.14	Repealed
0520-01-02-.04	Leave for Teachers	0520-01-02-.15	Repealed
0520-01-02-.05	Adult High Schools	0520-01-02-.16	School Fees
0520-01-02-.06	Adult Education Programs	0520-01-02-.17	State Attendance Guidelines
0520-01-02-.07	Library Information Centers	0520-01-02-.18	
0520-01-02-.08	Interscholastic Athletics	through	
0520-01-02-.09	Alternative Education	0520-01-02-.29	Repealed
0520-01-02-.10	Homebound Instruction	0520-01-02-.30	School Safety
0520-01-02-.11	School Board Training	0520-01-02-.31	Organization and Administration of Schools

**0520-01-02-.01 APPROVAL OF LOCAL EDUCATION AGENCIES (LEAS).**

- (1) A public school is the basic administrative unit of a state, county, city, or special district school system, consisting of one or more grade groups, one or more teachers to give instruction, and one principal, which school shall be subject to the statutes of the State of Tennessee, and to the rules, regulations, and minimum standards of the State Board of Education (State Board).
- (2) The Department of Education (Department) shall make periodic inspections of the Local Education Agencies (LEAs) under its control. These inspections shall be made to determine the extent to which LEAs operate in compliance with State Board rules and regulations and to verify the information received on reports from local school officials. The Department shall develop and annually notify LEAs of the inspection criteria.
  - (a) Each LEA shall be classified as approved, conditionally approved, or non-approved based on the inspection of the Department. LEAs classified as conditionally approved by the Commissioner of Education shall receive a written explanation of the reasons for such classification and shall be afforded the opportunity to respond. The Commissioner's notification shall include a time by which corrective action shall be completed by the LEA. If such corrective action is not taken within the time specified, the LEA shall be classified as non-approved and the Commissioner shall impose sanctions on the LEA which may include withholding part or all of Basic Education Program (BEP) funding to the non-approved LEA.
  - (b) The Department shall make an annual report to the State Board regarding each LEA's compliance with State Board rules and regulations. The report shall include the approval status of each LEA, deficiencies identified by the Department in the approval process, an assessment of action needed to attain approval, LEA response, and sanctions imposed upon LEAs which do not comply.
- (3) The Department shall maintain an internal audit function which shall assist the Department in the inspection of schools. Internal audit reports shall be presented to the Commissioner of Education and the State Board.

**Authority:** T.C.A. §§ 49-1-302, 49-3-353 **Administrative History:** Original rule certified June 10, 1974. Amendment filed August 20, 1984; effective November 13, 1984. Amendment filed September 26, 1985; effective December 14, 1985. Amendment filed September 20, 1987; effective December 22, 1987.

(Rule 0520-01-02-.01, continued)

*Amendment filed October 18, 1988; effective January 29, 1989. New rule filed February 16, 1989; effective April 2, 1989. Amendment filed July 11, 1990; effective October 29, 1990. Repeal and new rule filed March 16, 1992; effective June 29, 1992. Repeal and new rule filed December 5, 2011; effective May 30, 2012.*

#### **0520-01-02-.02 SALARY SCHEDULES.**

- (1) The State Board shall adopt an annual minimum salary schedule for all licensed personnel, which shall apply to every LEA. The state minimum salary schedule shall be based on a combination of experience and academic training. Local boards of education shall adopt a salary schedule that meets the requirements of the minimum salary schedule adopted by the State Board
- (2) Local boards of education shall adopt a salary schedule based on a combination of experience and academic training or may propose an alternative salary schedule for approval by the State Board and the Commissioner of Education. Alternative salary schedules proposed for approval must meet the criteria outlined in the State Board's Strategic Compensation Policy 5.600.
- (3) The state minimum salary schedule and local salary schedules shall not be applicable to substitute personnel. In the case where a licensed teacher is serving as a substitute for a regular teacher on leave whose accumulated leave has not been exhausted, the school system may compensate the licensed educator as a substitute.
- (4) If a local school board adopts a salary schedule based in part on experience, the types of verified experiences that may be recognized may include, but not be limited to:
  - (a) Local school boards, at their discretion, may recognize the following types of work-related experience including, but not limited to:
    1. Verified administrative, supervisory, and or teaching experience in a public schools or an approved non-public school, schools approved by recognized accrediting agencies, or approved by the Tennessee Department of Education, or any Pre-K program funded by the Tennessee Department of Education;
  - (b) Verified teaching experience in a pre-K-12 schools operated by the United States government either within or outside the United States;
  - (c) Verified teaching experience in a regionally accredited institution of higher education;
  - (d) Verified teaching experience as a part of a visiting teacher programs authorized by the United States government or a foreign ministry of education;
  - (e) Verified experience as a professional employee of the State Board of Education, the State Department of Education, and the Comptroller's Office of Educational Accountability (OREA);
  - (f) Verified active military service in the armed forces of the United States; or
  - (g) Verified professional work experience in the fields typically held by school service personnel (audiology, speech-language pathologist, psychology, social worker, counselor) in a setting other than a public or non-public school.
- (5) If a local school board adopts a salary schedule based in part on training, the following shall apply:

(Rule 0520-01-02-.02, continued)

- (a) For college or university course work completed after the start of the current school year but before September 1, the salary rating shall be adjusted as of September 1 of the current school year. The employee must notify the LEA of the employee's intent to complete course work prior to Aug. 31, and the LEA must file documentation of changes to the employee's salary rating with the Department on or before October 15 of the current school year.
  - (b) For college or university course work completed after August 31, but before January 1 of the current school year, the salary rating shall be adjusted as of January 1 of the current school year. The employee must notify the LEA of the employee's intent to complete course work prior to Jan. 1. The LEA must file documentation of changes to the employee's salary rating with the Department on, or before, February 15 of the current school year.
- (6) The individual educator shall provide evidence of experience and training to the LEA for verification and approval.
- (7) Pursuant to T.C.A. § 49-3-306, each LEA shall develop, adopt, and implement a differentiated pay plan in compliance with the State Board's Strategic Compensation Policy 5.600. Each differentiated pay plan shall be designed to aid in staffing hard-to-staff subject areas and schools and in hiring and retaining highly qualified teachers.

**Authority:** T.C.A. §§ 49-1-302, 49-1-302(a)(5), 49-3-306, 49-5-402, and 49-6-101. **Administrative History:** Original rule certified June 10, 1974. Amendment filed June 10, 1974; effective July 10, 1974. Amendment filed June 30, 1975; effective July 30, 1975. Amendment filed July 15, 1976; effective August 15, 1976. Amendment filed February 28, 1978; effective March 30, 1978. Amendment filed January 9, 1979; effective February 23, 1979. Amendment filed and new rule filed October 15, 1979; effective January 8, 1980. Amendment filed April 14, 1980; effective May 28, 1980. Amendment filed November 13, 1981; effective March 16, 1982. Amendment filed June 4, 1982; effective September 30, 1982. Amendment filed August 17, 1983; effective November 14, 1983. Amendment filed August 20, 1984; effective November 13, 1984. Amendment filed September 26, 1985; effective December 14, 1985. Repeal and new rule filed May 8, 1986; effective June 27, 1986. Amendment filed September 20, 1987; effective December 22, 1987. Amendment filed October 18, 1988; effective January 1989. Amendment filed November 9, 1989; effective February 28, 1990. Amendment filed July 11, 1990; effective October 29, 1990. Repeal and new rule filed March 16, 1992; effective June 29, 1992. Amendment filed January 21, 1994; effective May 31, 1994. Amendment filed August 7, 1995; effective December 29, 1995. Amendment filed October 11, 1995; effective February 28, 1996. Amendment filed May 19, 2005; effective September 28, 2005. Amendment filed December 28, 2005; effective April 28, 2006. Amendment filed January 5, 2006; effective May 31, 2006. Amendment filed February 24, 2010; effective July 29, 2010. Amendments filed October 7, 2016; effective January 5, 2017. Amendments filed December 23, 2016; effective March 23, 2017.

**0520-01-02-.07 LIBRARY INFORMATION CENTERS.**

- (1) School Library Information Center.
- (a) All school libraries shall serve as resources for students, teachers, and community members to strengthen student learning. School library information specialists shall work collaboratively with classroom teachers and school administrators to integrate both curricular concepts and information skills that assist research and other learning activities. The collection and the services of the library shall adequately support the curricular priorities within the school.

(Rule 0520-01-02-.07, continued)

- (b) School libraries shall provide an environment that allows efficient access to resources, including both print and electronic. Schools must be organized to allow the library program to operate a flexible schedule that allows students and teachers to access resources at the point of need.
  - (c) School libraries should provide parents and community members access to resources, however, schools shall weigh these considerations to ensure student safety and access to school buildings.
- (2) Library Information Specialists.
- (a) Elementary/Middle Schools. Schools including grades kindergarten (K) through eight (8) or any combination thereof shall provide library information specialists as follows:
    1. A school having a current student enrollment of 550 or more students shall have a full-time library information specialist with endorsement as a library information specialist.
    2. A school with a current student enrollment of 400 to 549 students shall have a half-time library information specialist with endorsement as a library information specialist. During the time that the library is open during regular school hours and the library information specialist is not present, staff member(s) shall be designated to provide supervision to students in the library.
    3. In a school with fewer than 400 students, a faculty member shall serve as a library information coordinator. If the library information coordinator is not present during the time that the library is open during regular school hours, staff member(s) shall be designated to provide supervision to students in the library.
    4. Schools are encouraged to have the library open outside the regularly scheduled school day and if the library personnel specialist or coordinator is not present, appropriate supervision shall be provided to the students in the library.
  - (b) High Schools. Schools including any combination of grades nine through twelve (9-12) shall provide library information specialists as follows:
    1. A school with a current student enrollment of 1,500 or more students shall have two (2) full-time library information specialists, each with endorsement as a library information specialist.
    2. A school with a current student enrollment of more than 300 but less than 1,500 students shall have a full-time library information specialist with endorsement as a library information specialist.
    3. A school with a current student enrollment of fewer than 300 students shall have a half-time library information specialist. During the time that the library is open during regular school hours and the library information specialist is not present, staff member(s) shall be designated to provide supervision to students in the library.
    4. Schools are encouraged to have the library open outside the regularly scheduled school day and if the library information specialist is not present, appropriate supervision shall be provided to the students in the library.
- (3) Library Information Center Collection.

(Rule 0520-01-02-.07, continued)

The three (3) levels of collection standards for Tennessee school libraries are: Basic, Standard, and Exemplary. The criteria by which school library collections are evaluated are listed below:

(a) Item Count.

Basic collection - Contains between twelve (12) and fourteen (14) items per student enrolled in the school;

Standard collection – Contains between fifteen (15) and seventeen (17) items per student enrolled in the school; and

Exemplary collection - Contains eighteen (18) or more items per students enrolled in the school.

(b) Collection Compilation.

1. Pamphlets, textbooks, class sets, periodicals, out-of-date items, and items in poor physical condition shall neither be counted nor reported in the total collection.
2. No more than five (5) copies of the same print title may be counted to meet standards for a minimum number of items per student.
3. Digital resources should be accessible through a school library webpage or Online Public Access Catalog (OPAC) and may comprise fifty percent (50%) of the collection.
4. The library shall provide access to the virtual library administered by the Tennessee State Library and Archives and the library personnel should receive training. These resources may count for up to twenty percent (20%) of the overall collection or, in schools in which the librarian has received official training within the last five (5) years, they may count for up to thirty percent (30%) of the overall collection.
5. The collection shall include access to a current, complete encyclopedia in any format. In high schools, the collection shall also include an unabridged dictionary, one (1) foreign language dictionary in the native language of ESL students in attendance at the school, a local newspaper, and one (1) daily newspaper presenting news on both state and national levels. These items may be in any format. For digital materials, only full text shall be counted in the total.
6. The collection should include a balance of fiction and nonfiction with an appropriate level of text complexity. The resources in the collection should be chosen to: complement and augment the most recently adopted curriculum, be a motivational springboard for student research, and encourage self-expression and curiosity by offering a variety of recreational reading material.

(c) Age.

Collections meeting the compilation standards are evaluated based on age of the collection as measured in years from the current year:

Basic collection - sixteen (16) years and older;

Standard collection - fifteen (15) years; and

(Rule 0520-01-02-.07, continued)

Exemplary collection - fourteen (14) years or less.

## (d) Technology - Access to Digital Materials.

1. Workstations with internet access in the library information center are sufficient to provide access for students. The number of workstations should be no less than the average class size allowable by the state. A workstation may be a desktop, laptop, tablet or similar device, but devices available for checkout should not be counted in the total.
2. School libraries should be equipped with instructional technology, including, but not limited to, LCD projector, screen and/or interactive smart board, document camera, computer, etc., and provide user training for such devices.
3. Separate computers must be maintained for both the library management system/circulation and for the library personnel.

**Authority:** T.C.A. § 49-1-302. **Administrative History:** Original rule certified June 10, 1974. Amendment filed June 10, 1974; effective July 10, 1974. Amendment filed June 30, 1975; effective July 30, 1975. Amendment filed July 15, 1976; effective August 16, 1976. Amendment filed February 28, 1978; effective March 30, 1978. Amendment filed January 9, 1979; effective February 23, 1979. Amendment and new rule filed October 15, 1979; effective January 8, 1980. Amendment filed April 14, 1980; effective May 28, 1980. Amendment filed November 13, 1982; effective March 16, 1982. Amendment filed June 4, 1982; effective September 30, 1982. Amendment filed August 17, 1983; effective November 14, 1983. Repeal filed June 28, 1984; effective September 11, 1984. Amendment filed January 31, 1985; effective April 16, 1985. Repeal filed July 22, 1987; effective October 28, 1987. New rule filed February 16, 1989; effective April 2, 1989. Amendment filed November 9, 1989; effective February 28, 1990. Amendment filed July 11, 1990; effective October 29, 1990. Repeal and new rule filed March 16, 1992; effective June 29, 1992. Amendment filed September 6, 2007; effective January 28, 2008.

**0520-01-02-.09 ALTERNATIVE EDUCATION.**

- (1) Alternative education is a non-traditional, short-term academic program or school designed to meet the student's educational, behavioral, and social needs. Alternative education includes alternative schools and alternative programs.
- (2) Alternative school means a short-term intervention program designed to provide educational services outside of the regular school program for students who have been suspended or expelled. Alternative schools are located in a separate facility from the regular school program.
- (3) Alternative program means a short-term intervention program designed to provide educational services outside the regular school program for students who have been suspended or expelled. Alternative programs may be located within the regular school or be a self-contained program within a school. Alternative programs include, but are not limited to, night schools or in-school suspension.
- (4) Pursuant to T.C.A. § 49-6-3402, local boards of education may establish alternative schools for students in grades one (1) through six (6) who have been suspended or expelled from the regular school program.
- (5) Attendance in an alternative school or alternative program shall be voluntary for students in grades one through six (1-6) who have been suspended or expelled from the regular school

(Rule 0520-01-02-.09, continued)

program, unless the local board of education adopts a policy mandating attendance in either instance.

- (6) A local board of education shall establish at least one (1) alternative school for students in grades seven (7) through twelve (12) who have been suspended or expelled. Attendance in an alternative school or program is mandatory for students in grades seven through twelve (7-12) who have been suspended for more than ten (10) days or expelled from the regular school program if space and staff are available. Space and staff availability shall be determined by the LEA at the time the disciplinary decision is rendered.
  - (a) Attendance in an alternative school or alternative program is not mandatory for students in grades seven through twelve (7-12) who have been expelled from the regular school program for committing a zero-tolerance offense. However, this does not prohibit a director of schools, or a director's designee, from assigning a student who has been expelled from the regular school program for committing a zero-tolerance offense to an alternative school or alternative program.
- (7) Students in pre-Kindergarten or Kindergarten shall not be assigned to an alternative school or program.
- (8) Each local board of education shall adopt a policy regarding alternative education that is aligned to this rule and the State Board's Alternative Education Policy 2.302.
- (9) Requirements for alternative education:
  - (a) The instruction shall proceed as nearly as practicable in accordance with the instructional program in the student's regular school. Instruction shall be based on the academic standards adopted by the State Board.
  - (b) All course work and credits earned shall be transferred and recorded in the student's home school, which shall grant credit earned and progress thereon as if earned in the home school.
  - (c) Students shall participate in all required state assessments at sites determined by school officials and in accordance with established guidelines regarding student grade levels and eligibility. State assessment results shall be reported in the LEA where the student was enrolled prior to his or her placement in the alternative school.
  - (d) Each alternative school or program shall comply with class size requirements established in T.C.A. § 49-1-104 and instructional and planning time requirements established by the State Board. Nothing shall prohibit an LEA from establishing a lower class size ratio in an alternative school or program.
  - (e) The minimum length of the school day for alternative schools and programs shall be six and one-half (6½) hours.
  - (f) LEAs shall monitor and regularly evaluate the academic progress of each student enrolled in an alternative school.
  - (g) Students are subject to all rules pertaining to the alternative school or alternative program.
    1. The director of schools, or the director's designee, may remove a student from the alternative school or alternative program if the director, or the director's designee, determines that:

(Rule 0520-01-02-.09, continued)

- (i) The student has violated the rules of the alternative school or alternative program; or
    - (ii) The student is not benefiting from the student's assignment to the alternative school or alternative program, and all interventions available to help the student to succeed in the alternative school or alternative program have been exhausted unsuccessfully.
  2. A student's removal from the alternative school or alternative program shall not constitute grounds for extending the length of original suspension or expulsion.
  3. The director of schools, or the director's designee, shall make the final decision on removal.
- (h) If a student has an active Individualized Education Program (IEP), a 504 plan, or is suspected of having a disability, all state and federal laws and rules relating to students with disabilities and special education shall be followed.
- (i) Prior to the assignment of a student to an alternative school or program, the LEA shall provide written notice, which includes the reason for the student's placement, to the student's parent or guardian. Reasons for placement in an alternative school must be documented. End of year reports must be made to the regular school for each student.
- (j) Each teacher providing instruction to students in an alternative education school or program shall be licensed to teach in Tennessee and shall meet the qualifications to teach in compliance with the rules and regulations of the State Board.
- (k) Alternative schools shall have an appropriately licensed administrator assigned to supervise the school.
- (l) Support services such as counseling and psychological services must be accessible.
- (m) Each LEA shall develop and implement formal transition plans for the integration of students from a traditional school to an alternative school or from an alternative school back to a traditional school. Transition plans shall be targeted to improve communication between a traditional school and an alternative school staff and should address any barriers that would prohibit students from successfully transitioning. Transition plans shall include aligning of curricula, in-take procedures for students returning to traditional school, professional development opportunities for traditional and alternative school staff, educational and behavioral supports, follow-up for students returning to traditional school, and the development of graduation and postsecondary goals.
- (n) All alternative school classrooms shall have working two-way communication systems that make it possible for teachers or other employees to notify a principal, supervisor, or other administrator that there is an emergency.
- (o) It is the responsibility of the superintendent to ensure that all alternative school teachers and other employees have been trained to use the two-way communication system and are notified of emergency procedures prior to the beginning of classes for any school year and when changes are made in the emergency procedures and/or personnel. Such emergency procedures shall be linked to the school and school system emergency preparedness plan.
- (p) LEAs shall submit an annual alternative education survey to the Department that provides the following information:

(Rule 0520-01-02-.09, continued)

1. Alternative schools or programs currently in operation in the LEA;
  2. Number and grade level of students served;
  3. Primary reason for student assignment;
  4. Number of faculty and staff; and
  5. Information required by T.C.A. § 49-6-3405.
- (10) Funding.
- (a) Students attending an alternative school shall continue to earn Basic Education Program (BEP) funding for the LEA in which the student is enrolled.
- (11) Facilities:
- (a) A local board of education may not contract or otherwise affiliate with an alternative school program which requires an order of a court as a precondition of placement in such alternative school.
  - (b) A local board of education may contract with independent contractors to provide alternative school facilities and other appropriate services consistent with T.C.A. § 49-2-203
  - (c) A local board of education may establish its own facility.
  - (d) Two or more boards may join together and establish an alternative school attended by students from any such LEA.
  - (e) Through a mutually accepted agreement with another local board of education, a board may send its suspended or expelled students to an alternative school already existing in another LEA.

**Authority:** T.C.A. §§ 49-6-3401 49-6-3402, and 49-6-3405. **Administrative History:** Original rule certified June 10, 1974. Amendment filed February 28, 1978; effective March 30, 1978. Amendment filed January 9, 1979; effective February 23, 1979. Amendment filed April 14, 1980; effective May 28, 1980. Amendment filed June 28, 1984; effective September 11, 1984. Amendment filed January 2, 1986; effective April 15, 1986. Amendment filed May 28, 1986; effective June 27, 1986. Amendment filed April 24, 1987; effective June 8, 1987. Repeal and new rule filed March 16, 1992; effective June 29, 1992. Amendment filed June 24, 1992; effective September 28, 1992. Amendment filed April 18, 1997; effective August 28, 1997. Amendment filed April 27, 1998; effective August 28, 1998

**0520-01-02-.12 WAIVERS.**

- (1) Pursuant to T.C.A. § 49-1-201(d), upon application by an LEA for one (1) or more of its schools, the Commissioner of Education may waive any State Board rule or statute that inhibits or hinders the LEA's ability to meet its goals or comply with its mission.

(Rule 0520-01-02-.12, continued)

- (2) Waivers shall not be granted by the Commissioner for requirements related to:
- (a) Federal and state civil rights;
  - (b) Federal, state, and local health and safety;
  - (c) Federal and state public records;
  - (d) Immunizations;
  - (e) Possession of weapons on school grounds;
  - (f) Background checks and fingerprinting of personnel;
  - (g) Federal and state special education services;
  - (h) Student due process;
  - (i) Parental rights;
  - (j) Federal and state student assessment and accountability;
  - (k) Open meetings;
  - (l) Educators' due process rights;
  - (m) Reductions in teachers' salaries;
  - (n) Employee rights, salaries and benefits;
  - (o) Licensure of employees;
  - (p) Maximum class sizes established in T.C.A. § 49-1-104, unless in the case of a natural disaster that results in the enrollment of displaced students
- (3) All waiver requests shall be submitted in writing to the Commissioner by the director of schools on the forms provided by the Department.
- (4) All waiver requests shall include a listing of the specific State Board rule or statute requested to be waived.
- (5) The Commissioner may request additional information to supplement a completed request.
- (6) The Department shall post to its website any waiver of statutes, rules, regulations, or policies granted by the Commissioner within five (5) business days of the Commissioner's approval. The waivers shall include the name of the LEA requesting the waiver and an explanation of the waiver requested.

**Authority:** T.C.A. §§ 49-1-201(d), 49-1-203, 49-1-104. **Administrative History:** Original rule certified June 10, 1974. Amendment filed June 30, 1975; effective July 30, 1975. Amendment filed February 28, 1978; effective March 30, 1978. Amendment filed January 9, 1979; effective February 23, 1979. Amendment filed April 14, 1980; effective May 28, 1980. Amendment filed April 12, 1983; effective May 12, 1983. Amendment filed June 27, 1984; effective July 27, 1984. Amendment filed June 28, 1984; effective September 11, 1984. Amendment filed May 28, 1986; effective June 27, 1986. Amendment filed

(Rule 0520-01-02-.12, continued)

October 15, 1986; effective January 27, 1987. Amendment filed July 21, 1988; effective October 29, 1988. Repeal and new rule filed March 16, 1992; effective June 29, 1992.

#### 0520-01-02-.14 REPEALED.

**Authority:** T.C.A. §§ 49-1-209, 49-1-210, and 49-1-302(i). **Administrative History:** Original rule filed January 31, 1995; effective May 31, 1995. Amendment filed August 7, 1995; effective December 29, 1995.

#### 0520-01-02-.15 REPEALED.

**Authority:** T.C.A. §§ 49-1-302(a) and 49-6-2202(c). **Administrative History:** Original rule filed January 31, 1995; effective May 31, 1995. Amendment filed August 7, 1995; effective December 29, 1995. Repeal filed August 11, 2017; effective November 9, 2017.

#### 0520-01-02-.16 SCHOOL FEES AND DEBTS.

(1) School Fees.

- (a) No fees or tuition shall be required of any student as a condition of attending a public school or using its equipment while receiving educational training.
- (b) Local boards of education may adopt a policy requesting, but not requiring certain school fees of any student, regardless of financial status (including eligibility for free or reduced price lunch). All school fees must be authorized by the local board of education. The school fees that may be requested, but not required include:
  - 1. Fees for activities that occur during regular school hours (the required 180 instructional days), including field trips, any portion of which fall within the school day; or for activities outside regular school hours if required for credit or grade;
  - 2. Fees for activities and supplies required to participate in all courses offered for credit or grade, including interscholastic athletics and marching band if taken for credit in accordance with local board policies;
  - 3. Fees or tuition applicable to courses taken during the summer by a student, except that nonresident students regularly enrolled in another school system may be required to pay fees or tuition for such summer courses;
  - 4. Fees required for graduation ceremonies; and
  - 5. Refundable security deposits requested by a school for use of school property for courses offered for credit or grade, including interscholastic athletics and marching band if taken for credit or grade in accordance with local board policies.
- (c) Local Education Agencies (LEAs) shall establish a process by which to waive any requested, but not required, school fees.
  - 1. At the beginning of the school year, at the time of enrollment, and/or at the time of requesting school fees, all students and their parents or legal guardians shall be given clear and prominent written notice of authorized fees that may be requested, but not required, and notice of the fee waiver process.

(Rule 0520-01-02-.16, continued)

2. The parent or legal guardian of a student shall be given the opportunity to pay all or any portion of the requested school fee if they desire.
  3. If a waiver is not approved by the LEA, the LEA cannot require payment of the requested fee. If the parent chooses not to pay a requested fee, the child shall not be prevented from participating in the activity or course for which the fee is being requested.
- (2) School Debts and Other Permissible Charges.
- (a) LEAs are authorized to require payment of the following by all affected students:
1. Fines imposed on all students for late-returned library books; parking or other traffic fines imposed for abuse of parking privileges on school property; or reasonable charges for lost or destroyed textbooks, library books, workbooks, or any other property of the school;
  2. Debts incurred pursuant to paragraph (2)(b);
  3. Refundable security deposits collected by a school for use of school property for participation in extracurricular, non-credit-bearing activities;
  4. Costs for extracurricular activities occurring outside the regular school day including sports, optional trips, clubs, or social events; and
  5. Non-resident tuition charged of all students attending a school system other than the one serving their place of residence.
- (b) Withholding of Student Grades for Debts Owed to the School.
1. LEAs are authorized to withhold all grade cards, diplomas, certificates of progress, or transcripts of a student who has taken property that belongs to a LEA, or has incurred a debt to a school, until such student makes restitution in full. Unpaid school fees, as defined above, shall not be considered debts owed to the school.
  2. No student shall be sanctioned under the provisions of this rule when the student is deemed by the LEA to be without fault for the debt owed to the LEA or the school.
  3. Nothing in this Rule authorizes any LEA to limit the rights of parents or legal guardians to have access to their children's educational records pursuant to the Family Educational Rights and Privacy Act.
  4. LEAs shall afford the student and/or the student's parent or legal guardian the opportunity to appear and be heard if such student and/or the parent or legal guardian disputes the debt, the amount of the debt, or the application of sanctions.

**Authority:** T.C.A §§ 49-1-302, 49-2-110, and 49-2-114. **Administrative History:** Original rule filed April 28, 2000; effective August 28, 2000.

(Rule 0520-01-02, continued)

**0520-01-02-.17 STATE ENROLLMENT AND ATTENDANCE GUIDELINES.**

- (1) Children entering kindergarten shall be five (5) years of age on or before August 15. However, a child does not have to enroll in school at five (5) years of age, but enrollment must occur no later than the beginning of the academic year following the child's sixth (6<sup>th</sup>) birthday.
- (2) Any transfer student applying for admission who was legally enrolled in an approved kindergarten in another state and who will be five (5) years of age no later than December 31 of the current school year shall be enrolled.
- (3) Pursuant to the Tennessee compulsory attendance law, all children must attend school between the ages of six (6) and seventeen (17), both inclusive. T.C.A. §§ 49-6-3001 and 49-6-3005 provide that the following children may be exempt from the compulsory attendance law:
  - (a) Children mentally or physically incapacitated to perform school duties, with the disability attested to by a duly licensed physician in all cases;
  - (b) Children who have completed high school and hold a high school diploma or other certificate of graduation;
  - (c) Children enrolled and making satisfactory progress in a course of instruction leading to a high school equivalency diploma;
  - (d) Children participating in a program of hospital or homebound instruction administered or approved by the LEA;
  - (e) Children six (6) years of age or under whose parent or guardian have filed a notice of intent to conduct a home school as provided by T.C.A. § 49-6-3001 or who are conducting a home school as provided by T.C.A. § 49-6-3050;
  - (f) Children enrolled in a home school who have reached seventeen (17) years of age; and
  - (g) Children who have attained their seventeenth (17<sup>th</sup>) birthday and whose continued compulsory attendance, in the opinion of the local board of education in charge of the school to which the children belong and are enrolled, results in detriment to good order and discipline and to the instruction of other students and is not of substantial benefit to the children.
- (4) Local boards of education may admit students from outside their respective local school district at any time.
  - (a) Local boards of education may arrange for the transfer of students residing within their district to other school districts by establishing agreements with other local boards of education for the admission or transfer of students from one school district to another.
  - (b) The receiving board of education may set a time before or during the school year after which it will not accept transfer students. The receiving board of education may charge the non-resident student tuition to attend.
  - (c) If a local board of education otherwise permits non-resident students to transfer into its schools, it may not discriminate against any students solely on the grounds of their race, sex, national origin, or disability, nor may it charge such students a tuition over and above the usual tuition for students without disabilities.

(Rule 0520-01-02-.17, continued)

- (5) Each local board of education shall adopt an attendance policy in accordance with the State Board's School Attendance Policy 4.100 that is firm, but fair; includes effective accounting and reporting procedures; accounts for extenuating circumstances; includes appeal procedures; and establishes and maintains alternative programs for students who fail to meet minimum attendance requirements.
- (a) The policy shall address the excusing of absences in accordance with the State Board's School Attendance Policy 4.100.
  - (b) The policy shall address unexcused absences in accordance with the State Board's School Attendance Policy 4.100
  - (c) The policy shall align with the McKinney-Vento Homeless Assistance Act [found at 42 U.S.C. §§ 11431, et seq.].
  - (d) Local attendance policies shall not be used to penalize students academically.
  - (e) The attendance policy adopted by the local board of education shall be posted at each school, and school counselors shall be supplied copies for discussion with students. The policy shall be referenced in all school handbooks. All teachers, administrative staff, and parents/guardians shall be provided copies of the policy.
- (6) Pursuant to T.C.A. § 49-6-3009, each local board of education shall adopt a progressive truancy intervention plan for students who violate compulsory attendance requirements prior to the filing of a truancy petition or a criminal prosecution for educational neglect. These interventions must be designed to address student conduct related to truancy in the school setting and minimize the need for referrals to juvenile court.
- (7) Whenever possible, attendance issues should be resolved at the school level. To ensure due process, Local boards of education must adopt a policy that affords students with excessive (more than 5) unexcused absences the opportunity to appeal. Such policy must, at minimum, include written or actual notice to the student or their parent/guardian and the opportunity to be heard. The burden of proof rests on the student or their parent/guardian. The appeal process for determining unexcused absences is ancillary to a truancy decision rendered by a juvenile court judge as described in T.C.A. § 49-6-3010.
- (8) LEAs are encouraged to develop truancy boards, youth courts, or other alternative programs to serve as an intervention for students with excessive absences. These may be in addition to, or a part of, the progressive truancy intervention plan required by T.C.A. § 49-6-3009.

**Authority:** T.C.A. §§ 49-6-3002, 49-6-3005, 49-6-3009, . **Administrative History:** (For history prior to June 1992, see pages iii through ix). Repeal filed March 16, 1992; effective June 29, 1992. New rule filed December 23, 2014; effective March 23, 2015.

**0520-01-02-.18 THROUGH 0520-01-02-.29 REPEALED.**

**Authority:** T.C.A. § 49-1-203. **Administrative History:** (For history prior to June 1992, see pages iii through ix). Repeal filed March 16, 1992; effective June 29, 1992.

(Rule 0520-01-02, continued)

**0520-01-02-.30 SCHOOL SAFETY.**

- (1) All public schools shall have an automated external defibrillator (AED) device placed within the school. Each school shall comply with the training, notification, and maintenance requirements relative to AEDs in accordance with all provisions of T.C.A. title 68, chapter 140, part 4.
- (2) Each LEA shall have a multi-hazard emergency operations plan to include, but not be limited to, fire, tornado, earthquake, flood, bomb threat, and armed intrusion.
  - (a) Each school shall practice emergency safety procedures.
  - (b) Each LEA having jurisdiction that lies entirely or partially within one hundred (100) miles of the New Madrid Fault Line shall implement earthquake preparedness drills in each of the schools administered by such LEA. The Guidebook for Developing a School Earthquake Safety Program published by the Federal Emergency Management Agency shall serve as the model plan for local education agencies to consider when adopting plans for earthquake preparedness drills. Affected local education agencies shall review and consider the entire guidebook to ensure that their schools provide the optimal safety conditions for their students.
  - (c) Each school administered by an LEA having jurisdiction that lies entirely or partially within one hundred (100) miles of the New Madrid Fault Line shall conduct at least two (2) earthquake preparedness drills every school year. A record of the earthquake preparedness drills, including the time and date, shall be kept in the respective schools and shall be made available upon request by the Department of Education.
  - (d) Each school that utilizes a two (2)-way communication system shall ensure teachers and other personnel are properly and adequately trained on the use of the system.

**Authority:** T.C.A. §§ 49-1-302 and 49-1-302(a)(2) and (13), 49-2-122. **Administrative History:**

**0520-01-02-.31 ORGANIZATION AND ADMINISTRATION OF SCHOOLS.**

- (1) The minimum length of the school day for students shall be six and one-half (6½) hours.
  - (a) LEAs may provide for professional development during the school day under one (1) of the following options:
    1. LEAs which elect to extend the school day to at least seven (7) hours for the purpose of meeting instructional time requirements missed due to dangerous or extreme weather conditions may allocate a portion of that extension for the purpose of faculty professional development, IEP team meetings, school-wide or system-wide instructional planning meetings, parent/teacher conferences, or other similar meetings, as permitted in T.C.A. § 49-6-3004(e)(1), under the following conditions:
      - (i) Prior to the beginning of the school year, the LEA shall designate how many days shall be allocated for dangerous or extreme weather conditions and how many shall be allocated for student dismissals for faculty professional development, IEP team meetings, school-wide or system-wide instructional planning meetings, parent/teacher conferences, or other similar meetings. The total number of days shall not exceed thirteen (13).

(Rule 0520-01-02-.31, continued)

- (ii) Faculty professional development shall be consistent with the policies, standards, and guidelines established by the State Board of Education.
  - (iii) LEAs shall submit their plans for the allocation of excess time to the Commissioner for approval.
2. LEAs may adopt policies providing for individual schools to have school days of at least seven (7) hours in order to accumulate instructional time to be used for periodic early student dismissals for the purpose of faculty professional development. The following conditions shall apply to LEAs exercising this option:
- (i) Early dismissals shall not exceed the equivalent of thirteen (13) days and shall not exceed three and one-half (3½) hours in any week.
  - (ii) Students shall attend school one-hundred eighty (180) days.
  - (iii) Faculty professional development shall be consistent with standards and guidelines established by the State Board of Education in the Professional Development Policy 5.200.
- (2) The length of the kindergarten day shall not be less than four (4) hours. Double sessions in any kindergarten program may be permitted so long as both sessions meet all legal requirements for kindergarten programs.
- (3) A cumulative record provided to teachers by the LEA shall be kept up to date for each student, kindergarten (K) through grade twelve (12), and shall remain as local school property.
- (a) Each school shall provide for the storage and safekeeping of all records and reports.
  - (b) The maintenance, use, dissemination, and confidentiality of information in school records and reports shall be governed by written policies of the local board of education.
- (4) Local boards of education shall have policies providing for class sizes in grades kindergarten (K) through twelve (12) in accordance with the following:

Grade Level	Average Class Size	Maximum Class Size
K-3	20	25
4-6	25	30
7-12	30	35
Career and Technical Education	20	25

- (a) The average class size for a grade level unit (such as the unit K-3) shall not exceed the stated average, although individual classes within that grade level unit may exceed the average.
- (b) No class shall exceed the prescribed maximum size.
- (c) The average class size and the maximum class size shall be based on regular classroom teaching positions pursuant to T.C.A. § 49-1-104(c).
- (d) Class size limits may be exceeded in such areas as keyboarding and instrumental and vocal music classes, provided that the effectiveness of the instructional program in these areas is not impaired.

(Rule 0520-01-02-.31, continued)

- (e) LEAs may seek a waiver from the Commissioner to extend the Career and Technical Education (CTE) class size average in grades nine through twelve (9-12), provided that individual class sizes do not exceed the maximum class size set for CTE classes.
  - (f) LEAs shall not establish split-grade classes for the purpose of complying with the provisions of the class size averages and maximums. However, these provisions do not prevent LEAs from using multi-aged classes.
  - (g) Local boards of education must approve the establishment of any split-grade classes for any purpose, provided that split-grade classes shall not be established for the purpose of compliance with the provisions herein.
  - (h) The average class size specified for the grade levels involved in split-grade classes will be the maximum size allowed in such classes.
- (5) Teachers shall be on duty at least seven (7) hours per day and such additional time as the LEA requires.
- (6) Local boards of education shall provide full-time classroom teachers in grades kindergarten (K) through twelve (12) with individual duty-free planning periods during the established instructional day.
- (a) Individual planning time shall consist of two and one-half (2½) hours each week during which teachers have no other assigned duties or responsibilities other than planning for instruction. The two and one-half (2½) hours may be divided on a daily or other basis.
  - (b) In schools providing a lunch period for students, all teachers shall be provided each day with a lunch period during which they shall not have assigned duties. The lunch period for each teacher shall be at least the same amount of time as that allowed for students. Individual duty-free planning time shall not occur during any period that teachers are entitled to duty-free lunch.
  - (c) Any LEA which is providing an individual duty-free planning period by extending the school day by thirty (30) minutes as of the beginning of the 2000-01 school year may continue such practice and satisfy the planning time requirements.
- (7) Local boards of education shall ensure compliance with the background check requirements of T.C.A. §§ 49-5-406 and 49-5-413, for all teachers or for any other positions requiring close proximity to children.

**Authority:** T.C.A. §§ 49-1-104, 49-1-302 and 49-6-3004. **Administrative History:**

PROPOSAL FORM

*Low Bid*  
*(JMS)*

TO: Bedford County Department of Finance  
200 Dover Street, Suite 102  
Shelbyville, Tennessee 37160

Re: Bid No. 21-8

Gentlemen:

Having examined the specifications for Propane, we (I) submit the following proposal:

1. Small Tanks (500 to 1,000 gallons):

- Bus Garage - 2 tanks
- Liberty Greenhouse
- EMS Station- Unionville

*No Haz Mat Fee*  
*No Fuel Recovery Fee*  
*No Will Call Fee*  
*On any deliveries.*

The undersigned agrees to furnish propane gas for the Bedford County, Tennessee (small tanks) at a cost of \$ .96 per gallon. The above price will be the seller's established price at the time and place of delivery. The initial price may fluctuate with the market, but will not exceed \$ .14 above the bid price.

Bid prices shall be for the entire fiscal year ending June 30, 2021.

2. Large Tanks (18,000 gallons):

- Cascade Elementary School
- Cascade Middle School
- Cascade High School
- Community Middle School
- Community High School

*No Haz Mat Fee*  
*No Fuel Recovery Fee*  
*No Will Call Fee*  
*On any deliveries.*

The undersigned agrees to furnish transport propane gas for the Bedford County, Tennessee (large tanks) at a cost of \$ .76 per gallon. The above price will be the seller's established price on August 20, 2020. The above price is subject to market fluctuation (escalation and de-escalation) based on the Mt. Belveau index as published in the "Wall Street Journal" on August 20, 2020. Grade of propane HD5

Company Name: Henley Propane Inc.  
 Mailing Address: 106 East Fort Street, Manchester, TN 37355  
 Signature and title of bidder: [Signature]  
 Date: 8/20/20  
 Telephone Number: 931-841-9182  
 Email: mthenleypropane@gmail.com

PROPOSAL FORM

TO: Bedford County Department of Finance  
200 Dover Street, Suite 102  
Shelbyville, Tennessee 37160

Re: Bid No. 21-8

Gentlemen:

Having examined the specifications for Propane, we (I) submit the following proposal:

1. Small Tanks (500 to 1,000 gallons):

Bus Garage -- 2 tanks  
Liberty Greenhouse  
EMS Station- Unionville

The undersigned agrees to furnish propane gas for the Bedford County, Tennessee (small tanks) at a cost of \$ 1.14 per gallon. The above price will be the seller's established price at the time and place of delivery. The initial price may fluctuate with the market, but will not exceed \$ .25 above the bid price.

Bid prices shall be for the entire fiscal year ending June 30, 2021.

2. Large Tanks (18,000 gallons):

Cascade Elementary School  
Cascade Middle School  
Cascade High School  
Community Middle School  
Community High School

The undersigned agrees to furnish transport propane gas for the Bedford County, Tennessee (large tanks) at a cost of \$ .84 per gallon. The above price will be the seller's established price on August 20, 2020. The above price is subject to market fluctuation (escalation and de-escalation) based on the Mt. Belveau index as published in the "Wall Street Journal" on August 20, 2020. Grade of propane HD5

Company Name: FERRELLGAS

Mailing Address: 1011 Firestone Pkwy.

Signature and title of bidder: Rick Warren, Account Manager *Rick Warren*

Date: 8/24/2020

Telephone Number: 615-642-0466

Email: rickwarren@ferrellgas.com

PROPOSAL FORM

TO: Bedford County Department of Finance  
200 Dover Street, Suite 102  
Shelbyville, Tennessee 37160

Re: Bid No. 21-8

Gentlemen:

Having examined the specifications for Propane, we (I) submit the following proposal:

1. Small Tanks (500 to 1,000 gallons):

Bus Garage - 2 tanks  
Liberty Greenhouse  
EMS Station- Unionville

NOTE: PRICING BASED ON WEEKLY BPN PUBLICATION AT MT. BELVIEU PLUS A \$0.45 MARKUP.

The undersigned agrees to furnish propane gas for the Bedford County, Tennessee (small tanks) at a cost of \$ 1.048 per gallon. The above price will be the seller's established price at the time and place of delivery. The initial price may fluctuate with the market, but will not exceed \$ SEE NOTE above the bid price.

Bid prices shall be for the entire fiscal year ending June 30, 2021.

2. Large Tanks (18,000 gallons):

Cascade Elementary School  
Cascade Middle School  
Cascade High School  
Community Middle School  
Community High School

NOTE: PRICING BASED ON WEEKLY BPN PUBLICATION AT MT. BELVIEU PLUS A \$0.33 MARKUP.

The undersigned agrees to furnish transport propane gas for the Bedford County, Tennessee (large tanks) at a cost of \$ 0.928 per gallon. The above price will be the seller's established price on August 20, 2020. The above price is subject to market fluctuation (escalation and de-escalation) based on the Mt. Belveau index as published in the "Wall Street Journal" on August 20, 2020. Grade of propane HDS

Company Name:

SUBURBAN PROPANE

Mailing Address:

1917 HACKWORTH ST. NASHVILLE TN 37210

Signature and title of bidder:

[Signature] BUSINESS DEV. MANAGER

Date:

8/27/20

Telephone Number:

615-256-7176

Email:

G.STONERS @ SUBURBANPROPANE.COM

PROPOSAL FORM

Low Bid  


Bedford County Department of Finance  
200 Dover Street, Suite 102  
Shelbyville, Tennessee 37160

Re: Bid No. 21-9

Gentlemen:

Having examined the specifications for HVAC Filters, we (I) submit the attached proposal:

Total Bid Price \$ 46,647.<sup>00</sup>

Company Name: Carolina Filters, Inc.

Mailing Address: 109 E. Newberry Ave.  
Sumter, SC 29010

Signature and title of bidder:  Customer Support Manager

Telephone Number: 803-418-9748

Email: justin@carolinaiaq.com

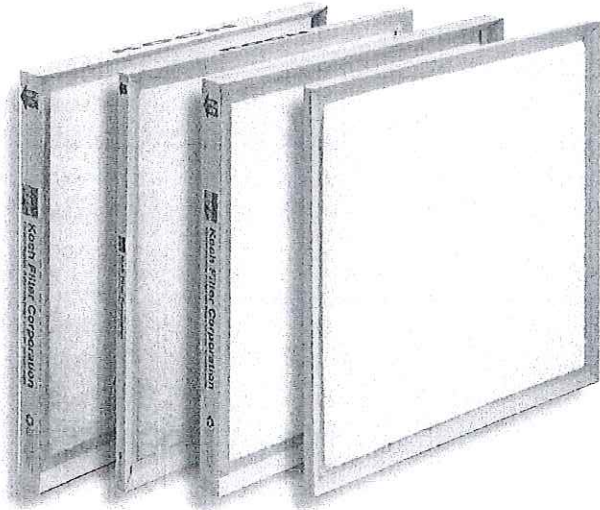
# Filters

Size	Monthly Use	1 year	Price per Filter	Total Cost for Year
12 x 12 x 1	4	48	\$1.05	\$50.40
12 x 24 x 2	3	36	\$1.49	\$53.64
14 x 20 x 2	13	156	\$1.41	\$219.96
14 x 25 x 1	25	300	\$1.24	\$372.00
14 x 28 x 1	53	636	\$3.17	\$2,016.12
14 x 30 x 1	4	48	\$1.79	\$85.92
15 1/2 x 29 1/2 x 1	2	24	\$3.34	\$80.16
15 1/2 x 30 x 1	5	60	\$3.34	\$200.40
15 x 20 x 1	5	60	\$1.25	\$75.00
15 x 30 x 1	2	240	\$1.78	\$427.20
16 1/4 x 18 3/4 x 1	15	180	\$3.17	\$570.60
16 1/4 x 18 3/4 x 2	39	468	\$3.39	\$1,586.52
16 x 20 x 1	6	72	\$1.08	\$77.76
16 x 20 x 2	180	1800	\$1.39	\$2,502.00
16 x 25 x 1	40	480	\$1.11	\$532.80
16 x 25 x 2	82	984	\$1.51	\$1,485.84
16 x 30 x 1	6	72	\$1.82	\$131.04
16 x 34 x 1	3	36	\$3.66	\$131.76
18 x 18 x 1	2	24	\$1.50	\$36.00
18 x 24 x 1	20	240	\$1.42	\$340.80
18 x 24 x 2	12	144	\$1.76	\$253.44
18 x 25 x 1	18	216	\$1.73	\$373.68
19 1/2 x 19 1/2 x 1	40	480	\$3.17	\$1,521.60
19 1/2 x 19 1/2 x 2	8	96	\$3.39	\$325.44
19 1/2 x 24 1/2 x 1	40	480	\$3.34	\$1,603.20
19 x 27 x 1	36	432	\$3.66	\$1,581.12
20 x 20 x 1	74	888	\$1.08	\$959.04
20 x 20 x 2	81	972	\$1.53	\$1,487.16
20 x 20 x 4	8	96	\$4.52	\$433.92
20 x 24 x 2	42	504	\$1.82	\$917.28
20 x 24 x 4	12	144	\$5.13	\$738.72
20 x 25 x 1	190	2280	\$1.19	\$2,713.20
20 x 25 x 2	234	2808	\$1.69	\$4,745.52
20 x 25 x 4	6	72	\$4.88	\$351.36
24 x 24 x 1	2	24	\$1.47	\$35.28
24 x 24 x 2	16	192	\$1.90	\$364.80
24 x 30 x 1	120	1440	\$1.86	\$2,678.40
24 x 36 x 1	1	12	\$2.53	\$30.36
25 x 25 x 1	3	36	\$1.77	\$63.72
28 x 29 1/2 x 1	12	144	\$7.31	\$1,052.64
28 x 30 x 2	15	180	\$12.76	\$2,296.80
30 x 30 x 1	2	24	\$7.31	\$175.44

14 x 20 x 1	10	120	\$1.16	\$139.20
14 X 25 X 2	120	1440	\$1.53	\$2,203.20
15X30 1/2 X 1	10	120	\$3.17	\$380.40
15 X 20 X 2	120	1440	\$1.53	\$2,203.20
16 X 24 X 2	120	1440	\$1.65	\$2,376.00
17 1/2 X 27 1/2 X 1	12	144	\$3.34	\$480.96
17 1/2 X 34 1/2 X 1	60	720	\$3.80	\$2,736.00
20 X 23 1/2 X 2	10	120	\$3.75	\$450.00
		Total		\$46,647.00

## Disposable Filters

Commercial & Industrial  
Disposable Panel Filters



### Features

- Durable construction for all types of industrial and commercial applications
- Progressive density glass or poly filter media
- Heavy-duty frame and corners for added strength and durability
- Environmentally friendly
- Special sizes available
- Easy to install

### Commercial & Industrial Disposable Panels

Koch Commercial & Industrial Disposable Panels are economical air filters designed for light-to-medium duty air filtration applications. Koch C&I Disposables are constructed for high performance and durability.

### Fiberglass Media

Standard C&I Disposables are constructed with high grade progressively dense glass fibers. The air entry side is composed of open coarse fibers, while the air exit side is made up of tighter fibers. This dual density media configuration allows for proper depth loading and full utilization of the filter media. Each fiber is coated with a non-migrating adhesive to enhance filter performance.

### Polyester Media

C&I Disposables are also available with polyester filter media, a dual-layered high performance media for applications where synthetic filter media is specified.

### Sturdy One-Piece Frame

The Koch C&I Disposable utilizes a one-piece moisture-resistant craft board frame for strength and ease of installation. The interlocking miter corner of the Koch C&I filter provides extra strength and durability. No extra metal support is needed making the filter more environmentally friendly.

### Specialized Sealant

A thermoplastic sealant is used to bond the filter media to the frame on both the upstream and downstream sides of the filter. This bond eliminates any air bypass and helps provide rigidity to the filter.

# Commercial & Industrial

## *Fiberglass & Polyester Disposable Panel Filters*

Nominal Size W x H x D	Koch Fiberglass Part #	Initial Resistance @ 300FPM (in w.g.)	Koch Polyester Part #	Initial Resistance @ 300FPM (in w.g.)
8x16x1	274-080-160	.05	284-080-160	.16
8x30x1	274-080-300	.05	284-080-300	.16
10x10x1	274-100-100	.05	284-100-100	.16
10x20x1	274-100-200	.05	284-100-200	.16
10x24x1	274-100-240	.05	284-100-240	.16
10x25x1	274-100-250	.05	284-100-250	.16
10x30x1	274-100-300	.05	284-100-300	.16
12x12x1	274-120-120	.05	284-120-120	.16
12x16x1	274-120-160	.05	284-120-160	.16
12x18x1	274-120-180	.05	284-120-180	.16
12x20x1	274-120-200	.05	284-120-200	.16
12x24x1	274-120-240	.05	284-120-240	.16
12x25x1	274-120-250	.05	284-120-250	.16
12x30x1	274-120-300	.05	284-120-300	.16
12x30.63x1	274-120-306	.05	284-120-306	.16
12x36x1	274-120-360	.05	284-120-360	.16
14x14x1	274-140-140	.05	284-140-140	.16
14x18x1	274-140-180	.05	284-140-180	.16
14x20x1	274-140-200	.05	284-140-200	.16
14x24x1	274-140-240	.05	284-140-240	.16
14x25x1	274-140-250	.05	284-140-250	.16
14x30x1	274-140-300	.05	284-140-300	.16
15x20x1	274-150-200	.05	284-150-200	.16
15x25x1	274-150-250	.05	284-150-250	.16
15x30x1	274-150-300	.05	284-150-300	.16
15x30.63x1	274-150-306	.05	284-150-306	.16
16x16x1	274-080-160	.05	284-080-160	.16

PROPOSAL FORM

Bedford County Department of Finance  
200 Dover Street, Suite 102  
Shelbyville, Tennessee 37160

Re: Bid No. 21-9

Gentlemen:

Having examined the specifications for **HVAC Filters**, we (I) submit the attached proposal:

Total Bid Price                      \$ 58,731.24

Company Name: Tri-Dim Filter Corporation

Mailing Address: 1615 Cleveland Ave Roanoke, VA 24016

Signature and title of bidder: *Michael McDaniel* SE Southeast Regional Manager

Telephone Number: Office 540-774-9540 / Cell 540-894-6116

Email: M.McDaniel@tridim.com

## Filters

Size	Monthly Use	1 Year	Price per Filter	Total Price
12x12x1	4	48	\$1.19	\$57.12
12x24x2	3	36	\$2.17	\$78.12
14x20x2	13	156	\$2.28	\$355.68
14x25x1	25	300	\$1.54	\$462.00
14x28x1	53	636	\$2.81	\$1,787.16
14x30x1	4	48	\$1.91	\$91.68
15-1/2 x 29-1/2 x 1	2	24	\$3.15	\$75.60
15-1/2 x 30 x 1	5	60	\$3.15	\$189.00
15x20x1	5	60	\$1.54	\$92.40
15x30x1	2	240	\$2.01	\$482.40
16-1/4 x 18-3/4 x 1	15	180	\$2.88	\$518.40
16-1/4 x 18-3/4 x 2	39	468	\$3.94	\$1,843.92
16x20x1	6	72	\$1.48	\$106.56
16x20x2	180	1800	\$2.39	\$4,302.00
16x25x1	40	480	\$1.59	\$763.20
16x25x2	82	984	\$2.45	\$2,410.80
16x30x1	6	72	\$3.07	\$221.04
16x34x1	3	36	\$3.34	\$120.24
18x18x1	2	24	\$1.48	\$35.52
18x24x1	20	240	\$1.59	\$381.60
18x24x2	12	144	\$2.54	\$365.76
18x25x1	18	216	\$1.64	\$354.24
19-1/2 x 19-1/2 x 1	40	480	\$2.81	\$1,348.80
19-1/2 x 19-1/2 x 2	8	96	\$2.81	\$269.76
19-1/2 x 24-1/2 x 1	40	480	\$3.94	\$1,891.20
19x27x1	36	432	\$1.86	\$803.52
20x20x1	74	888	\$1.54	\$1,367.52
20x20x2	81	972	\$2.45	\$2,381.40
20x20x4	8	96	\$4.03	\$386.88
20x24x2	42	500	\$3.03	\$1,515.00
20x24x4	12	144	\$4.53	\$652.32
20x25x1	190	2280	\$1.72	\$3,921.60
20x25x2	234	2800	\$3.03	\$8,484.00
20x25x4	6	72	\$4.47	\$321.84
24x24x1	2	24	\$1.78	\$42.72
24x24x2	16	192	\$3.23	\$620.16
24x30x1	120	1440	\$2.23	\$3,211.20
24x36x1	1	12	\$5.41	\$64.92
25x25x1	3	36	\$2.01	\$72.36
28x29-1/2x1	12	144	\$3.89	\$560.16
28x30x2	15	180	\$5.24	\$943.20
30x30x1	2	24	\$5.41	\$129.84
14x20x1	10	120	\$1.43	\$171.60

14x25x2	120	1440	\$2.44	\$3,513.60
15 x 30-1/2 x 1	10	120	\$3.15	\$378.00
15x20x2	120	1440	\$2.33	\$3,355.20
16x24x2	120	1440	\$2.54	\$3,657.60
17-1/2 x 27-1/2 x 1	12	144	\$3.15	\$453.60
17-1/2 x 34-1/2 x 1	60	720	\$3.62	\$2,606.40
20 x 23-1/2 x 2	10	120	\$4.27	\$512.40

<b>1 Year Bid Total:</b>	<b>\$58,731.24</b>
--------------------------	--------------------

**Suggested Specification**  
**FIBERGLASS DISPOSABLE FILTER**  
**ONE INCH DEPTH**

**1.0 General**

- 1.1 Filters shall be Tri-Glass™ Fiberglass Disposable Filters as manufactured by Tri-Dim Filter Corporation.
- 1.2 The quantity, sizes and capacities shall be as scheduled or noted on the drawings or other supporting documents.

**2.0 Construction**

- 2.1 The filter media shall be constructed of continuous glass fibers, utilizing an exclusive thermo-setting agent to bond the glass fibers to each other.
- 2.2 The filter media shall be treated with an adhesive tackifier to enhance the filters dust holding capabilities and to prevent the captured particles from migrating downstream.
- 2.3 The filter shall utilize a heavy-duty chipboard frame that shall be thermally bonded to the media and retainer grille.
- 2.4 The filter shall utilize an expanded metal retainer grille on the downstream face of the media pack.

**3.0 Performance**

- 3.1 The filter shall have a Average Arrestance value of 72% when tested according to ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers) Standard 52.1-1992.
- 3.2 The filter shall have an initial resistance of 0.04" W.G. (10 PA) at the recommended airflow of 350 FPM (1.75 m/sec). The filter shall have a recommended final resistance of 0.5" W.G. (125 PA).

**Suggested Specification**  
**FIBERGLASS DISPOSABLE FILTER**  
**TWO INCH DEPTH**

**1.0 General**

- 1.1 Filters shall be Tri-Glass™ Fiberglass Disposable Filters as manufactured by Tri-Dim Filter Corporation.
- 1.2 The quantity, sizes and capacities shall be as scheduled or noted on the drawings or other supporting documents.

**2.0 Construction**

- 2.1 The filter media shall be constructed of continuous glass fibers, utilizing an exclusive thermo-setting agent to bond the glass fibers to each other.
- 2.2 The filter media shall be treated with an adhesive tackifier to enhance the filters dust holding capabilities and to prevent the captured particles from migrating downstream.
- 2.3 The filter shall utilize a heavy-duty chipboard frame that shall be thermally bonded to the media and retainer grille.
- 2.4 The filter shall utilize an expanded metal retainer grille on the downstream face of the media pack.

**3.0 Performance**

- 3.1 The filter shall have a Average Arrestance value of 82% when tested according to ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers) Standard 52.1-1992.
- 3.2 The filter shall have an initial resistance of 0.08" W.G. (20 PA) at the recommended airflow of 350 FPM (1.75 m/sec). The filter shall have a recommended final resistance of 0.5" W.G. (125 PA).

PROPOSAL FORM

Bedford County Department of Finance  
200 Dover Street, Suite 102  
Shelbyville, Tennessee 37160

Re: Bid No. 21-9

Gentlemen:

Having examined the specifications for HVAC Filters, we (I) submit the attached proposal:

Total Bid Price \$ 66,113.76

Company Name: Walter A Wood Supply Co. Inc.

Mailing Address: 4509 Rossville Blvd.  
Chattanooga, TN. 37407

Signature and title of bidder: Carrie Haught Strategic Acct. Manager

Telephone Number: 1-423-867-1033 xth: 140

Email: carrie.haught@walterwood.com

# Filters

Size	Monthly Use	1 year	Price per filter	Total Price
12 x 12 x 1	4	48	2.93	140.64
12 x 24 x 2	3	36	2.35	84.71
14 x 20 x 2	13	156	2.14	337.69
14 x 25 x 1	25	300	1.51	451.76
14 x 28 x 1	53	636	4.54	2888.19
14 x 30 x 1	4	48	2.64	126.49
15 1/2 x 29 1/2 x 1	2	24	5.12	122.82
15 1/2 x 30 x 1	5	60	3.91	234.35
15 x 20 x 1	5	60	1.40	84.00
15 x 30 x 1	2	240	3.66	878.12
16 1/4 x 18 3/4 x 1	15	180	3.62	652.24
16 1/4 x 18 3/4 x 2	39	468	5.19	2428.46
16 x 20 x 1	6	72	1.44	103.34
16 x 20 x 2	180	1800	1.91	3430.59
16 x 25 x 1	40	480	1.54	739.76
16 x 25 x 2	82	984	2.13	2095.34
16 x 30 x 1	6	72	2.68	193.13
16 x 34 x 1	3	36	5.62	202.45
18 x 18 x 1	2	24	3.31	79.34
18 x 24 x 1	20	240	1.68	403.76
18 x 24 x 2	12	144	2.53	364.24
18 x 25 x 1	18	216	1.64	353.22
19 1/2 x 19 1/2 x 1	40	480	4.85	2326.59
19 1/2 x 19 1/2 x 2	8	96	5.19	498.15
19 1/2 x 24 1/2 x 1	40	480	5.12	2456.47
19 x 27 x 1	36	432	5.62	2428.64
20 x 20 x 1	74	888	1.53	1358.12
20 x 20 x 2	81	972	2.13	2069.79
20 x 20 x 4	8	96	6.47	621.18 *
20 x 24 x 2	42	500	2.61	1305.88
20 x 24 x 4	12	144	7.36	1060.52 *
20 x 25 x 1	190	2280	1.72	3916.24
20 x 25 x 2	234	2800	2.35	6588.24
20 x 25 x 4	6	72	7.36	530.26 *
24 x 24 x 1	2	24	1.94	46.59
24 x 24 x 2	16	192	2.69	517.27
24 x 30 x 1	120	1440	2.21	3184.94
24 x 36 x 1	1	12	3.88	46.59
25 x 25 x 1	3	36	2.00	72.00
28 x 29 1/2 x 1	12	144	6.35	914.82
28 x 30 x 2	15	180	19.55	3518.12
30 x 30 x 1	2	24	11.19	268.52
14 x 20 x 1	10	120	1.39	166.59



PROPOSAL FORM

Bedford County Department of Finance  
200 Dover Street, Suite 102  
Shelbyville, Tennessee 37160

Re: Bid No. 21-9

Gentlemen:

Having examined the specifications for HVAC Filters, we (I) submit the attached proposal:

Total Bid Price \$ 79,187.36

Company Name: United Air Filter Company

Mailing Address: PO Box 34215 Charlotte, NC 28234

Signature and title of bidder: *William Kinney* VP/Controller

Telephone Number: 704-334-5311

Email: wkinney@unitedairfilter.com

# Filters

Size	Monthly Use	1 year	Price per filter	Total Price
12 x 12 x 1	4	48	2.19	105.12
12 x 24 x 2	3	36	2.35	84.60
14 x 20 x 2	13	156	2.47	385.32
14 x 25 x 1	25	300	2.62	786.00
14 x 28 x 1	53	636	5.19	3300.84
14 x 30 x 1	4	48	2.77	132.96
15 1/2 x 29 1/2 x 1	2	24	3.16	75.84
15 1/2 x 30 x 1	5	60	5.88	352.80
15 x 20 x 1	5	60	2.35	141.00
15 x 30 x 1	2	240	5.88	1411.20
16 1/4 x 18 3/4 x 1	15	180	5.19	934.20
16 1/4 x 18 3/4 x 2	39	468	6.65	3112.20
16 x 20 x 1	6	72	2.15	154.80
16 x 20 x 2	180	1800	2.36	4248.00
16 x 25 x 1	40	480	2.32	1113.60
16 x 25 x 2	82	984	2.65	2607.60
16 x 30 x 1	6	72	3.16	227.52
16 x 34 x 1	3	36	9.15	329.40
18 x 18 x 1	2	24	3.13	75.12
18 x 24 x 1	20	240	2.82	676.80
18 x 24 x 2	12	144	3.06	440.64
18 x 25 x 1	18	216	2.92	630.72
19 1/2 x 19 1/2 x 1	40	480	2.33	1118.40
19 1/2 x 19 1/2 x 2	8	96	2.67	256.32
19 1/2 x 24 1/2 x 1	40	480	2.57	1233.60
19 x 27 x 1	36	432	6.18	2669.76
20 x 20 x 1	74	888	2.33	2069.04
20 x 20 x 2	81	972	2.67	2595.24
20 x 20 x 4	8	96	4.89	469.44
20 x 24 x 2	42	500	3.16	1580.00
20 x 24 x 4	12	144	5.19	747.36
20 x 25 x 1	190	2280	2.57	5859.60
20 x 25 x 2	234	2800	3.03	8484.00
20 x 25 x 4	6	72	5.19	373.68
24 x 24 x 1	2	24	2.92	70.08
24 x 24 x 2	16	192	3.32	637.44
24 x 30 x 1	120	1440	3.45	4968.00
24 x 36 x 1	1	12	11.25	135.00
25 x 25 x 1	3	36	3.49	125.64
28 x 29 1/2 x 1	12	144	6.78	976.32
28 x 30 x 2	15	180	9.02	1623.60
30 x 30 x 1	2	24	11.58	277.92
14 x 20 x 1	10	120	2.40	288.00



PROPOSAL FORM

Bedford County Department of Finance  
200 Dover Street, Suite 102  
Shelbyville, Tennessee 37160

Re: Bid No. 21-9

Gentlemen:

Having examined the specifications for HVAC Filters, we (I) submit the attached proposal:

Total Bid Price

\$ 192,647.42

Company Name:

Ferguson Enterprise LLC

Mailing Address:

540 New Salem Road

Murfreesboro, TN 37129

Signature and title of bidder:

 Branch Manager

Telephone Number:

615-890-5599

Email:

Russell.Crichton@Ferguson.com

Filters				
Size	Monthly Use	1 year	Price per filter	Total Price
12 x 12 x 1	4	48	3.90	187.06
12 x 24 x 2	3	36	6.12	220.32
14 x 20 x 2	13	156	6.12	954.72
14 x 25 x 1	25	300	3.90	1169.10
14 x 28 x 1	53	636	12.58	8000.88
14 x 30 x 1	4	48	5.61	269.14
15 1/2 x 29 1/2 x 1	2	24	13.19	316.56
15 1/2 x 30 x 1	5	60	16.61	996.60
15 x 20 x 1	5	60	4.26	255.42
15 x 30 x 1	2	240	5.91	1419.12
16 1/4 x 18 3/4 x 1	15	180	12.30	2214.00
16 1/4 x 18 3/4 x 2	39	468	18.94	8863.92
16 x 20 x 1	6	72	3.48	250.78
16 x 20 x 2	180	1800	6.06	10,902.60
16 x 25 x 1	40	480	3.75	1801.44
16 x 25 x 2	82	984	6.30	6199.20
16 x 30 x 1	6	72	6.00	432.22
16 x 34 x 1	3	36	17.96	646.56
18 x 18 x 1	2	24	5.10	122.47
18 x 24 x 1	20	240	5.10	1224.72
18 x 24 x 2	12	144	6.51	937.01
18 x 25 x 1	18	216	5.25	1133.35
19 1/2 x 19 1/2 x 1	40	480	12.63	6062.40
19 1/2 x 19 1/2 x 2	8	96	18.40	1766.40
19 1/2 x 24 1/2 x 1	40	480	12.72	6105.60
19 x 27 x 1	36	432	14.20	6134.40
20 x 20 x 1	74	888	3.75	3332.66
20 x 20 x 2	81	972	6.30	6123.60
20 x 20 x 4	8	96	20.51	1969.06
20 x 24 x 2	42	500	7.20	3600.00
20 x 24 x 4	12	144	37.00	5328.00
20 x 25 x 1	190	2280	4.20	9582.84
20 x 25 x 2	234	2800	6.87	19,227.60
20 x 25 x 4	6	72	23.53	1694.16
24 x 24 x 1	2	24	5.58	133.92
24 x 24 x 2	16	192	7.17	1377.22
24 x 30 x 1	120	1440	6.73	9696.96
24 x 36 x 1	1	12	26.43	317.20
25 x 25 x 1	3	36	5.76	207.36
28 x 29 1/2 x 1	12	144	17.22	2479.68
28 x 30 x 2	15	180	48.72	8769.06
30 x 30 x 1	2	24	34.80	835.27
14 x 20 x 1	10	120	3.72	446.04



PROPOSAL FORM

*Low Bid*  
*[Signature]*

TO: Bedford County Department of Finance  
200 Dover Street, Suite 102  
Shelbyville, Tennessee 37160

Re: Bid No. 21-10

Gentlemen:

Having examined the specifications for **Light Bulbs**, we (I) submit the attached proposal.

Total Bid Price

\$ 116,811.<sup>65</sup>

Company Name: City Electric Supply

Mailing Address: 627 N. Main st  
Shelbyville, TN 37160

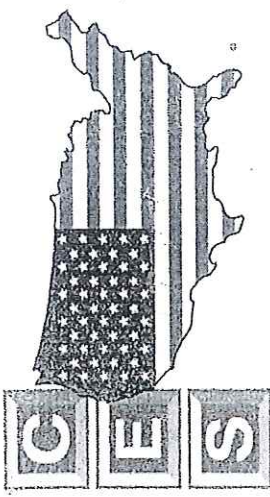
Signature and title of bidder: Derek Reeves - Branch Manager

Telephone Number: (931) 536-0577

Email: derek.reeves@cityelectric supply.com

Bulb Type	Base	ANSI	Shape	Location	Qty	Price Each	Price for QTY
High Pressure Sodium 150 Watt medium screw base	E26	S55	ED17		25	11.00	275.00
Metal Halide 50 Watt medium screw base	ED17				50	12.57	628.50
Metal Halide 100 Watt medium screw base	ED17				50	12.57	628.50
Metal Halide 150 Watt medium screw base	ED17				100	12.57	1,257.00
Metal Halide 400 Watt medium screw base (universal opera	ED37	M59E			25	12.57	314.25
LED 25 Watt medium screw base (frost & clear)	ED28	E39			100	1.88	188.00
LED 52-60 Watt medium screw base (frost & clear)					300	1.31	393.00
LED 90-100 Watt medium screw base (frost & clear)					50	4.67	233.50
Incandescent 200 Watt medium screw base (ROUGH & SERVICE)					50	6.93	346.50
Incandescent 300 Watt medium screw base (ROUGH & SERVICE)					50	3.31	165.50
Incandescent 500 Watt medium screw base (ROUGH & SERVICE)					50	6.08	304.00
LED 50 Watt (50par20) medium screw skirked					200	4.94	988.00
LED 80 Watt (100par38) medium screw skirked					100	10.43	1,043.00
Incandescent 40 Watt medium base Appliance Bulb					36	.95	34.20
Incandescent 7 Watt night light bulb (7c7)					36	1.19	42.84
Compact Fluorescent tube F32T8/SP41/U/6 (U)	U				36	5.26	189.36
Compact Fluorescent Tube F32/T8/CW					1500	1.58	2,370.00
FP54T5HO841					100	3.53	353.00
bulb f9tt/27k					75	1.56	117.00
Compact Fluorescent bulb PL-S 5W/27					75	1.24	93.00
Compact Fluorescent bulb PL-T 42W/35/4P					50	6.59	329.50
2X4 Clear Acrylic Lens					50	12.72	636.00
FOT12/835/ECO <b>F96T12CWx</b>					50	3.52	176.00
T5 Wire Guard					50	18.75	937.50
Combo-Kit 2-head Emergency/ Exit Light Combo Kit (LED)					150	42.50	6,375.00
Illuminated Exit Light (lighted sign fixture) - LED					100	16.88	1,688.00
54 WTSHO Fluorescent High Bay Fixture 4 lamp					50	93.18	4,659.00
SPST 120V/277V LED compat. WP Flush MNT PHOTOCELL					20	12.71	254.20
Ballast; MH Multi-tap 50 Watt (UNI)					10	64.94	649.40
Ballast; MH Multi-tap 150 Watt (medium and mogul)					10	65.68	656.80
Ballast; MH Multi-tap 175 Watt (medium and mogul)					10	49.81	498.10
Ballast; MH Multi-tap 400 Watt (medium and mogul)					20	53.13	1,062.60
120V 300W D/C ZNC PHTCTRL					20	14.08	281.60
Ballast; T-5 multi tap 4 bulb (HO)					20	34.74	694.80
Ballast; T-5 multi tap 2 bulb (HO)					10	17.40	174.00
105-285V Turn Lock Photocel					20	9.36	187.20
LED Compat. Timer for lighting control 120/277/480v					20	354.91	7,098.20
Ballast; T8 3 BULB Multi-tap					100	8.98	898.00
Ballast; T-8 Multi tap 4 bulb					100	10.20	1,020.00
Ballast; T-8 Multi tap 2 bulb					100	7.76	776.00
Ballast PS1400QD 120/277 UNI					10	151.44	1,514.40
Ballast; Lithonia Power Security Battery Pack PS 500					50	83.56	4,178.00
Fire Horse Battery Pack (FH3-Dual-450L) <b>FH7-UNV-500L-CEC</b>					50	60.00	3,000.00
Battery back up for flat panel led <b>Built in Fixture</b>					20	131.11	2,622.20
LED 40 Watt or higher Flat Panel Grid Troffer mutli-color	2X4				100	54.35	5,435.00
Troffer Kit for surface mount led flat panel					20	25.49	509.80
Led 40 Watt or higher Flat Panel Grid Troffer mutli-color	2X2				20	31.67	633.40
LED LESF1SDA Almentation	2X2				20	65.43	1,308.60
LED 93051827 LESF1SDA Alemntation	2X4				20	91.36	1,827.20
LED 17 Watt 25 Degree Beam					25	7.91	197.75
LED 20 watt par 38 40 degree beam					25	9.27	231.75
LED 20 watt par 38 20 degree beam					25	25.49	637.25
LED omni direction 20 watt medium base					25	5.47	136.75
LED omni direction 12 watt medium base					25	4.72	118.00
LED 48 watt vapor tight fixture					50	73.69	3,684.50
LED area light 380001m-300w-5000k 120-208v fixture					25	327.78	8,194.50
LED area light 380001m-300w-5000k 347-480v fixture					25	443.33	11,083.25
LED area light wall pack 120-277v 90 watt					50	97.50	4,875.00

LED area light wall pack 120-277 volt 135 watt	50	212.78	10,639.00
LED Canopy Fixture Equivalent to 200 watt HID	25	75.56	1,889.00
LED Area Dusk-to-dawn- light fixture 55 watts	25	94.44	2,361.00
LED Flood Light Fixture Equivalent to 400 watts HID	25	219.88	5,497.00
LED Shoe Box for Parking Lot Lights Equal to 400 watt HID 120v/ 277v/480 v	25	288.89	7,222.25
<b>Total Bid Price for Entire Quantities:</b>			<b>116,811.65</b>
***ACCEPTABLE BRANDS OF BULBS INCLUDE GE, SYLVANIA, PHILIPS, OR OTHER COMPARABLE NATIONAL BRANDS.***			
***SATCO, DAMAR, AND OTHER SUCH BRANDS OF BULBS WILL NOT BE ACCEPTED UNLESS OTHERWISE NOT AVAILABLE.***			
THE MAINTENANCE DEPARTMENT WILL REJECT THE ENTIRE DELIVERY IF ANY BOXES APPEAR DAMAGED.			
THE MAINTENANCE DEPARTMENT WILL NOT BE RESPONSIBLE FOR ANY EXPENSE DUE TO REJECTION OF THE DELIVERY.			



**CITY ELECTRIC SUPPLY**  
 BEDFORD COUNTY SCHOOLS  
 707 SEVIER STREET  
 SHELBYVILLE, TN.  
 37160  
 Phone: 1-931-684-6961

C.E.S. (Shelbyville)  
 627 North Main Street, Shelbyville, TN,  
 37160.

Phone: 931-536-0577  
 Fax: 931-492-4602  
 Email: Shelbyville0609@cityelectricssupply.com

Delivery Details:  
 LIGHT BULBS  
 BID NO. 21-10  
 BID DATE: 8/28/2020 @ 2:00 PM

QUOTATION  
 SHB/006989

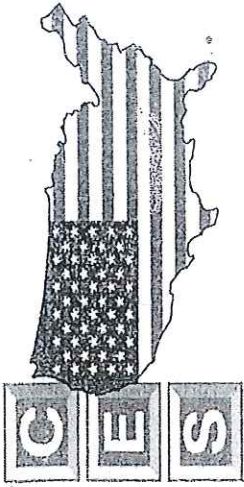
Valid From: 31 Jul 2020  
 Valid Until: 04 Sep 2020  
 Page 1/9

Entered by: Derek Reeves  
 Sales Rep: Derek Reeves  
 Account No.: 06090014001  
 Order Number: LIGHT BULBS BID  
 NO. 21-10

Qty Item Description \$ Price Per \$ Goods

Qty	Item	Description	\$ Price Per	\$ Goods
25	FUSION FHP150/MED	HIGH PRESSURE SODIUM	11.00 E	275.00
50	FUSION FMH50U/MED	METAL HALIDE	12.57 E	628.50
50	FUSION FMH100U/MED	MH 100W PS U ED17 MED-CLEAR	12.57 E	628.50
100	FUSION FMH150U/MED	MH 150W PS U ED17 MED-CLEAR	12.57 E	1257.00
25	FUSION FMH400/ED37/MOG	MH 400W U ED37 MOG-CLEAR	12.57 E	314.25
100	FUSION CLED5.5A19830ND	LED A19 LAMPS	1.88 1	188.00
300	FUSION CLED9A19830NDV3	LED A19 LAMPS	1.31 1	393.00
50	FUSION FLED14A21830ND	LED A21 LAMPS	4.67 1	233.50

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.  
 Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.  
 Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer's return goods policy.



C.E.S. (Shelbyville)  
 627 North Main Street, Shelbyville, TN,  
 37160.

Phone: 931-536-0577  
 Fax: 931-492-4602  
 Email: Shelbyville0609@cityelectricssupply.com

**CITY ELECTRIC SUPPLY**  
 BEDFORD COUNTY SCHOOLS  
 707 SEVIER STREET  
 SHELBYVILLE, TN.  
 37160

Phone: 1-931-684-6961

Delivery Details:  
 LIGHT BULBS  
 BID NO. 21-10  
 BID DATE: 8/28/2020 @ 2:00 PM

Valid From: 31 Jul 2020  
 Valid Until: 04 Sep 2020

Page 2/9

Entered by: Derek Reeves  
 Sales Rep: Derek Reeves

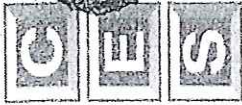
Account No.: 06090014001  
 Order Number: LIGHT BULBS BID  
 NO. 21-10

QUOTATION  
 SHB/006989

Qty Item \$ Price Per \$ Goods

	200W, 300W, 500W INCANDESCENT BULBS		
50	00442G	6.93 1	346.50
50	DAMAR WORLD 00480C	3.31 1	165.50
50	DAMAR WORLD 09405A	6.08 1	304.00
	LED PAR LAMPS		
200	FUSION FLED7PAR20940	4.94 1	988.00
100	FUSION FLED16.5PAR38950W	10.43 1	1043.00
	APPLIANCE/NIGHT LIGHT		
36	PHILIPS 299990	0.95 1	34.20
36	PHILIPS 415463	1.19 1	42.84
	FLUORESCENT LAMPS		
36	PHILIPS 379024	5.26 1	189.36

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.  
 Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.  
 Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer's return goods policy.



**CITY ELECTRIC SUPPLY**

BEDFORD COUNTY SCHOOLS

707 SEVIER STREET

SHELBYVILLE, TN.

37160

Phone: 1-931-684-6961

C.E.S. (Shelbyville)

627 North Main Street, Shelbyville, TN,

37160.

Phone: 931-536-0577

Fax: 931-492-4602

Email: Shelbyville0609@cityelectricssupply.com

Valid From: 31 Jul 2020

Valid Until: 04 Sep 2020

Page 3/9

Delivery Details:

LIGHT BULBS

BID NO. 21-10

BID DATE: 8/28/2020 @ 2:00 PM

Entered by: Derek Reeves

Sales Rep: Derek Reeves

Account No.: 06090014001

Order Number: LIGHT BULBS BID NO. 21-10

QUOTATION

SHB/006989

31 Jul 2020

04 Sep 2020

Page 3/9

Derek Reeves

Derek Reeves

06090014001

LIGHT BULBS BID

NO. 21-10

\$ Goods

2370.00

353.00

117.00

93.00

329.50

636.00

176.00

6375.00

\$ Price Per

1.58 1

3.53 1

1.56 E

1.24 1

6.59 1

12.72 1

3.52 1

42.50 1

Description

F32T8/TL941 ALTO 30PK

F54T5/841/HO/ALTO 40PK

CF9W TT 835 G23 2PIN

PL-S 5W827/2P/ALTO 10PK

PL-T 42W/835/4P/A/ALTO

2 X 4 ACRYLIC LENS

F96T12CWX SYLVANIA

LXPC RED LETTER WHT BODY HIGH LUMEN REMO

Qty Item

1500 PHILLIPS 479626

100 PHILLIPS 290833

COMPACT FLUORESCENT

75 FUSION FCF9TT835/2 PIN

75 PHILLIPS 146712

50 PHILLIPS 149021

2X4 ACRYLIC LENSES

50 00867A

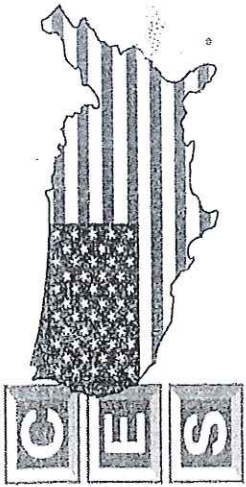
T12 LAMPS

50 SATCO Y29478

EMERGENCY EXITS / COMBOS

150 LXPC3RWRC

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C.E.S. (Shelbyville)  
 627 North Main Street, Shelbyville, TN,  
 37160.

Phone: 931-536-0577  
 Fax: 931-492-4602  
 Email: Shelbyville0609@cityelectricssupply.com

**CITY ELECTRIC SUPPLY**  
 BEDFORD COUNTY SCHOOLS  
 707 SEVIER STREET  
 SHELBYVILLE, TN.  
 37160

Phone: 1-931-684-6961

Delivery Details:  
 LIGHT BULBS  
 BID NO. 21-10  
 BID DATE: 8/28/2020 @ 2:00 PM

Valid From:  
 Valid Until:

31 Jul 2020  
 04 Sep 2020

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Derek Reeves  
 Derek Reeves

Account No.: 06090014001  
 Order Number: LIGHT BULBS BID  
 NO. 21-10

QUOTATION

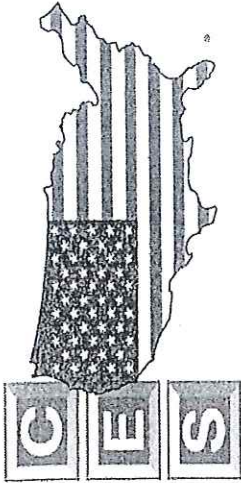
SHB/006989

\$ Goods

\$ Price Per

Qty	Item	Description	\$ Price Per	\$ Goods
100	EXP3RWEM	EXIT EM UNIT 1 & 2 FCE WHT W/RED LETTERS	16.88 1	1688.00
	T5 4 LAMP HIGBAY / WIRE GUARD			
50	TAM COM INDR HORT5454MV	4X54 T5 LMP HORIZON -HI BAY NO LAMPS	93.18 E	4659.00
50	TAM COM INDR HB-WG-4W	HORIZON 4L WHT WIRE GUARD W/STEEL P-CL	18.75 1	937.50
	HID BALLAST KITS			
10	ADVANCE 71A5191001D	50W QUAD MH BLST KIT	64.94 1	649.40
10	ADVANCE 71A5492001D	150W MH BALLAST KIT	65.68 1	656.80
10	ADVANCE 71A5570001D	175W MH BAL M57 QUAD KIT	49.81 1	498.10
20	ADVANCE 71A6071001D	MH BAL 400W M59 QUAD KIT	53.13 1	1062.60
	FLUORESCENT BALLAST			
20	ADVANCE ICN4S5490C2LSC35I	T5 HO 120/277V BALLAST	34.74 1	694.80
10	ADVANCE ICN2S54N35I	2-LMP 54W T5HO 12-277V BLST	17.40 1	174.00
100	ADVANCE ICN3P32N35I	3-LMP 32W T8 120/277V ELEC BLST	8.98 1	898.00

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04 Sep 2020

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Valid From:

Valid Until:

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Derek Reeves

Entered by:

Sales Rep:

06090014001

LIGHT BULBS BID

NO. 21-10

Account No.:

Order Number:

\$ Goods

\$ Price Per

Description

Qty Item

1020.00

10.20 1

4-LT T8 120-277V FLUOR ELEC BALLAST

100 ADVANCE ICN4P32N35I

776.00

7.76 1

32W T8 2LT BALLAST 120/277

100 ADVANCE ICN2P32N35I

PHOTO CONTROLS

254.20

12.71 E

FIX MOUNT BUTTON PHOTO CNTRL

20 INTERMATIC EK4036S

281.60

14.08 E

STEM & SWIVEL MNT PHOTO CNTRL TOP

20 INTERMATIC EK4736S

187.20

9.36 1

PHOTOCONTROL MULTIVOLT

20 INTERMATIC LC2100

LED COMPATABLE TIMER FOR LIGHTING

120/240/277V \*\*NO 480V\*\*

7098.20

354.91 1

120/240/277V 20A Spdt Outdoor Lighting C

20 NSI LC200

EMERGENCY BACK UP BALLASTS

1514.40

151.44 1

1400LM EMERG BLST

10 PS1400QD MVOLT M8

4178.00

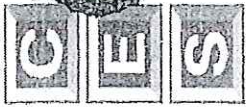
83.56 1

2-4FT T8-T12 90 MIN EMERG BLST

50 PSQ500QD MVOLT M12

FIRE HORSE BATTERY PACK

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SHB/006989

Qty Item Description \$ Price Per \$ Goods

50 FULHAM FH7-UNV-500L-CEC FIREHORSE 7 UNIV EM BALLAST 500LM 60.00 1 3000.00

BATTERY BACK UP LED FLAT PANELS

20 65-576 50W LED EMER. FLAT PANEL CCT 35K/40K/50K 131.11 1 2622.20

LED FLAT PANEL CCT

100 65-572 50W 100-277V 35K/40K/50K 80CRI LED FLAT 54.35 E 5435.00

SURFACE MOUNT KIT FOR LED FLAT PANEL

20 65-597 2X4 BACKLIT PANEL FRAME KIT 25.49 1 509.80

LED FLAT PANEL CCT 2 X 2

20 65-571 2X2 LED BACK LIT FLAT PANEL 40W SELECT C 31.67 1 633.40

2X2 & 2X4 ALIMENTATION FIXTURES

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Qty Item Description \$ Price Per \$ Goods

20	TD 22 25/30/40 G3 40K	2X2, Td G3 Adjustable Wattage, 20W/25W/3	65.43 1	1308.60
20	TD 24 45/50/60 G3 40K	2X4, Td G3 Adjustable Wattage, 34W/38W/4	91.36 1	1827.20

LED SPOTS

25	PHILIPS 529529	14PAR38/LED/830/F25/DIM/ULM/120V 6/1FB	7.91 1	197.75
25	FUSION FLED16.5PAR38930W	16.5W LED PAR38 930 DIM	9.27 1	231.75
25	FUSION FLED17PAR38940W	17W PAR38 LED 940 W/L 120/277	25.49 1	637.25
25	PHILIPS 479485	16A21/PER/927-22/P/E26/WG 6/11B T20	5.47 1	136.75
25	PHILIPS 479465	12.2A21/PER/927-22/P/E26/WG 6/1FB T20	4.72 1	118.00

LED FIXTURES

50	VTC 4 70 G1 5K	4FT VAPOR TIGHT 6760LM 52W 120-277V 50K	73.69 1	3684.50
25	AICL 410 T3 G1 5K	300W LRG AREA LGT CONTRACTOR SERIES GEN1	327.78 1	8194.50
25	AICL 410 T3 G1 HVU 5K	300W AREA LGT CONTRACTOR SERIES GEN1	443.33 1	11083.25
50	WMC 105 G1 5K	90W 50K 10500LM WLPK CONTRACTOR	97.50 1	4875.00
50	WL 164 G1 5K	135W 50K LARGE WALL PACK DK BRZ	212.78 1	10639.00

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BID NO. 21-10  
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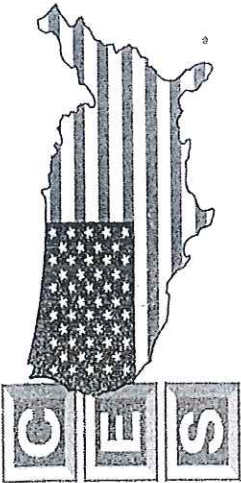
Qty	Item	Description	\$ Price Per	\$ Goods
25	CSC 55 G1 5K	LED SQ CANOPY 40W 5450LM 50K	75.56 1	1889.00
25	UDD 65 G2 5K	6,300 Lumens, 45W, 5000K, Twist Lock Pho	94.44 1	2361.00
25	FDCX 180 G1 5K S	135W 18000 XLRG FLOOD LIGHT CONTRACTOR	219.88 1	5497.00
25	ALCM 210 T3 G1 HVU 5K	150W MED AREA LGT CONTRACTOR SERIES GEN1	288.89 1	7222.25

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely Yours,

Derek Reeves

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Sales Rep: Derek Reeves

Account No.: 06090014001  
Order Number: LIGHT BULBS BID  
NO. 21-10

QUOTATION  
SHE/006989

\$ Goods

\$ Price Per

Description

Qty Item

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

\$116811.65

(QUOTE ONLY. NOT A RECEIPT) Goods Total:

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PROPOSAL FORM

TO: Bedford County Department of Finance  
200 Dover Street, Suite 102  
Shelbyville, Tennessee 37160

Re: Bid No. 21-10

Gentlemen:

Having examined the specifications for Light Bulbs, we (I) submit the attached proposal.

Total Bid Price \$ 184,869.12

Company Name: Graybar Electric

Mailing Address: 825 8th Ave. S.

Nashville, TN. 37203

Signature and title of bidder: Carey L. Smith SALES REP

Telephone Number: 615-743-3246 (direct) 615-626-4791 (cell)

Email: CAREY.SMITH@GRAYBAR.COM

BID No. 21-10

Bulb Type	Base	ANSI	Shape	Location	Qty	Price Each	Price for QTY
High Pressure Sodium 150 Watt medium screw base	E26	S55	ED17		25	8.21	205.25
Metal Halide 50 Watt medium screw base	ED17				50	12.38	619.00
Metal Halide 100 Watt medium screw base	ED17				50	11.75	587.50
Metal Halide 150 Watt medium screw base	ED17				100	12.09	1209.00
Metal Halide 400 Watt medium screw base (universal oper)	ED37	M59E			25	9.46	236.50
LED 25 Watt medium screw base (frost & clear)	ED28	E39			100	1.76	176.00
LED 52-60 Watt medium screw base (frost & clear)					300	1.76	528.00
LED 90-100 Watt medium screw base (frost & clear)					50	6.48	324.00
Incandescent 200 Watt medium screw base (ROUGH & SERVICE)					50	1.54	79.50
Incandescent 300 Watt medium screw base (ROUGH & SERVICE)					50	1.83	91.50
Incandescent 500 Watt medium screw base (ROUGH & SERVICE)					50	5.99	299.50
LED 50 Watt (50par20) medium screw skirked					200	7.07	1414.00
LED 80 Watt (100par38) medium screw skirked					100	10.61	1061.00
Incandescent 40 Watt medium base Appliance Bulb					36	47	16.92
Incandescent 7 Watt night light bulb (7c7)					36	29	10.44
Compact Fluorescent tube F32T8/SP41/U/6 (U)	U				36	6.26	225.36
Compact Fluorescent Tube F32/T8/CW					1500	1.78	2670.00
FP54T5HO841					100	2.13	213.00
bulb f9tt/27k					75	1.19	89.25
Compact Fluorescent bulb PL-S 5W/27					75	1.19	89.25
Compact Fluorescent bulb PL-T 42W/35/4P					50	3.78	189.00
2X4 Clear Acrylic Lens					50	16.35	817.50
FOT12/835/ECO F34C W/C/W/M/ECO					50	2.13	106.50
T5 Wire Guard					50	30.75	1537.50
Combo-Kit 2-head Emergency/ Exit Light Combo Kit (LED)					150	42.83	6424.50
Illuminated Exit Light (lighted sign fixture) - LED					100	19.18	1918.00
54 WT5HO Fluorescent High Bay Fixture 4 lamp					50	98.79	4939.50
SPST 120V/277V LED compat. WP Flush MNT PHOTOCCELL					20	18.20	364.00
Ballast; MH Multi-tap 50 Watt (UNI)					10	23.78	237.80
Ballast; MH Multi-tap 150 Watt (medium and mogul)					10	41.14	411.40
Ballast; MH Multi-tap 175 Watt (medium and mogul)					10	33.05	330.50
Ballast; MH Multi-tap 400 Watt (medium and mogul)					20	51.94	1038.80
120V 300W D/C ZNC PHTCTRL					20	25.88	517.60
Ballast; T-5 multi tap 4 bulb (HO)					20	24.65	493.00
Ballast; T-5 multi tap 2 bulb (HO)					10	16.44	164.40
105-285V Turn Lock Photocel					20	22.91	229.10
LED Compat. Timer for lighting control 120/277/480v					20	140.71	2814.20
Ballast; T8 3 BULB Multi-tap					100	10.31	1031.00
Ballast; T-8 Multi tap 4 bulb					100	11.46	1146.00
Ballast; T-8 Multi tap 2 bulb					100	9.11	911.00
Ballast PS1400QD 120/277 UNI					10	174.20	1742.00
Ballast; Lithonia Power Security Battery Pack PS 500					50	107.26	5363.00
Fire Horse Battery Pack (FH3-Dual-450L)					50	82.68	4134.00
Battery back up for flat panel led					20	183.64	4182.00
LED 40 Watt or higher Flat Panel Grid Troffer mutli-color	2X4				100	84.02	8402.00
Troffer Kit for surface mount led flat panel					20	30.11	602.20
Led 40 Watt or higher Flat Panel Grid Troffer mutli-color	2X2				20	60.22	1204.40
LED LESF1SDA Almentation	2X2				20	106.58	2131.60
LED 93051827 LESF1SDA Alemntation	2X4				20	103.07	2061.40
LED 17 Watt 25 Degree Beam					25	14.13	353.25
LED 20 watt par 38 40 degree beam					25	14.13	353.25
LED 20 watt par 38 20 degree beam					25	14.13	353.25
LED omni direction 20 watt medium base					25	6.48	162.00
LED omni direction 12 watt medium base					25	1.76	44.00
LED 48 watt vapor tight fixture					50	90.33	4516.50
LED area light 380001m-300w-5000k 120-208v fixture					25	611.71	15292.75
LED area light 380001m-300w-5000k 347-480v fixture					25	611.71	15292.75
LED area light wall pack 120-277v 90 watt					50	454.14	22707.00

OVER →

# Graybar®

825 8TH AVE SOUTH  
 NASHVILLE TN 37203-4143  
 Phone: 615-743-3300  
 Fax: 615-254-4337

To: BEDFORD CO DEPT OF FINANCE  
 200 DOVER ST STE 102  
 SHELBYVILLE TN 37160-2791  
 Attn: Denice Reese  
 Phone: 931-685-2024  
 Email: DENICE.REESE@BEDFORDCOUNTYTN.ORG  
 Fax: 931-680-1029

Date: 08/25/2020  
 Project Name: LIGHT BULBS BID NO 21-10  
 GB Quote #: 0236093030  
 Purchase Order Nbr:  
 Release Nbr:  
 Additional Ref#:  
 Revision Nbr:  
 Valid From: 08/25/2020  
 Valid To: 09/24/2020  
 Contact: CAREY SMITH  
 Email: carey.smith@graybar.com

## Proposal

We appreciate your request and take pleasure in responding as follows

### Notes:

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		25	GENERAL ELEC	LU150/MED/EC O	HPS LUCALOX LAMP	\$8.21	1	\$205.25
			Country:Hungary					
			UPC#:04316813252					
<u>MFR SPEC SHEET</u>								
Ship From:Reship-Factory								
Long Description:Lucalox&#174 HPS B17 150W lamp with color temperature 2000K, 24000 rated life hours, initial&#347mean lumens 16000/14400, 6 per case for use outdoor lighting applications.								
200		50	GENERAL ELEC	MXR50/U/MED	MH LAMP	\$12.38	1	\$619.00
			Country:India					
			UPC#:04316810361					
<u>MFR SPEC SHEET</u>								
Ship From:Reship-Factory								
Long Description:Multi-vapor&#174 PulseArc&#174 quartz metal halide BD17 50W lamp with color temperature 3700K, 10000 rated life hours, initial&#47mean lumens 3200/2100, for enclosed fixtures only.								
300		50	GENERAL ELEC	MVR100/U/MED	MH LAMP	\$11.75	1	\$587.50
			Country:USA					
			UPC#:04316812652					
<u>MFR SPEC SHEET</u>								
Ship From:Reship-Factory								
Long Description:Multi-vapor&#174 PulseArc&#174 quartz metal halide BD17 100W lamp with color temperature 4000K, 15000 rated life hours, initial&#47mean lumens 9500/6000, for enclosed fixtures only.								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: BEDFORD CO DEPT OF FINANCE  
 200 DOVER ST STE 102  
 SHELBYVILLE TN 37160-2791  
 Attn: Denice Reese

Date: 08/25/2020  
 Project Name: LIGHT BULBS BID NO 21-10  
 GB Quote #: 0236093030

### Proposal

We appreciate your request and take pleasure in responding as follows

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
400		100	GENERAL ELEC	MVR150/U/MED	MH LAMP	\$12.09	1	\$1,209.00
			Country:India					
			UPC#:04316812598					
<b>GB Part#:</b> 92042162 <b>UNSPCS:</b> 39101614 <u>MFR SPEC SHEET</u> <b>Ship From:</b> Reship-Factory <b>Long Description:</b> Multi-vapor&#174 PulseArc&#174 quartz metal halide BD17 150W lamp with color temperature 4300K, 15000 rated life hours, initial&#47mean lumens 14000/10500, for enclosed fixtures only.								
500		25	GENERAL ELEC	MVR400/U	MULTI-VAPOR E37 LAMP	\$9.46	1	\$236.50
			Country:Hungary					
			UPC#:04316843828					
<b>GB Part#:</b> 88112493 <b>UNSPCS:</b> 39101614 <u>MFR SPEC SHEET</u> <b>Ship From:</b> Reship-Factory <b>Long Description:</b> Multi-vapor&#174; (MVR) quartz metal halide ED37 400W lamp with 4000K color temp., 15000 rated life hours, initial/mean lumens 33100/22100 for open fixture applications.								
600		100	GENERAL ELEC	LED6DA19/827	LED 6W A19 MED BASE	\$1.76	1	\$176.00
			Country:USA					
			UPC#:04316869115					
<b>GB Part#:</b> 25868097 <b>UNSPCS:</b> 39112102 <b>Ship From:</b> Reship-Factory <b>Long Description:</b> LED omni directional white A19 6W lamp with medium base, initial lumens 480, 2700K color temperature and 15000 rated life hour for general purpose use.								
700		300	GENERAL ELEC	LED10DA19/82 7	LED 10W A19 2700K LAMP	\$1.76	1	\$528.00
			Country:USA					
			UPC#:04316869117					
<b>GB Part#:</b> 25862769 <b>UNSPCS:</b> 39112102 <b>Ship From:</b> Reship-Factory <b>Long Description:</b> LED omni directional white A19 10W lamp with medium base, initial lumens 800, 15000 rated life hour for general purpose use.								

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 GB Quote #: 0236093030

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Item	Item Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext. Price
800		50	GENERAL ELEC	LED15DA21/82 7	15W A21 LED 2700K	\$6.48	1	\$324.00
			Country:USA					
			UPC#:04316876038					
			Ship From:Reship-Factory					
			Long Description:LED white A21 15W lamp with medium screw base, 2700K color temperature, 1600 initial lumens, 15000 rated life hour for general purpose use.					
-----								
900		50	GENERAL ELEC	200A21/99/IF	MED LAMP	\$1.59	1	\$79.50
			Country:China					
			UPC#:04316825936					
			Ship From:Reship-Factory					
			Long Description:GE cool white 200 watt A21 with medium base, 2780 initial lumens and 2500 rated life hours for general purpose lighting.					
-----								
1000		50	GENERAL ELEC	300M//IF/130V -PK3	73790 INCANDESCENT LAMPS	\$1.83	1	\$91.50
			Country:China					
			UPC#:04316873790					
			Ship From:Reship-Factory					
			Long Description:GE soft white 300/266W PS25 lamp with 750/1950 rated life hours.					
-----								
1100		50	GENERAL ELEC	300M//IF/130V -PK3	73790 INCANDESCENT LAMPS	\$5.99	1	\$299.50
			Country:China					
			UPC#:04316873790					
			Ship From:Reship-Factory					
			Long Description:GE soft white 300/266W PS25 lamp with 750/1950 rated life hours.					
			***Item Note:*** * 500M//IF NO LONGER AVAILABLE					

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To: BEDFORD CO DEPT OF FINANCE  
 200 DOVER ST STE 102  
 SHELBYVILLE TN 37160-2791  
 Attn: Denice Reese

Date: 08/25/2020  
 Project Name: LIGHT BULBS BID NO 21-10  
 GB Quote #: 0236093030

### Proposal

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Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
1200		200	GENERAL ELEC	LED7DP203W83 0/35	LED PAR20 830/35	\$7.07	1	\$1,414.00
			Country:USA					
			UPC#:04316893348					
<b>GB Part#:</b> 25724834 <b>UNSPCS:</b> 39112102 <b>Ship From:</b> Reship-Factory <b>Long Description:</b> LED white PAR20 120V 7W lamp with medium base, 35&#176 beam spread, 500 initial lumens, 25000 rated life hour for floodlight usage.								
1300		100	GENERAL ELEC	LED12D38OW38 3040	LED 12W DIM PAR38 3000K W 40DEG OUTDOOR	\$10.61	1	\$1,061.00
			Country:USA					
			UPC#:04316892973					
<b>GB Part#:</b> 25726399 <b>UNSPCS:</b> 39112102 <u>MFR SPEC SHEET</u> <b>Ship From:</b> Reship-Factory <b>Long Description:</b> LED Lamp, Wattage: 12 W, Color Temperature (Kelvin): 3000 K, Initial Lumens: 1050 Lumens, Bulb Shape: PAR38, Voltage Rating: 120 V								
1400		36	GENERAL ELEC	40A15	A15 MED CLR APPL LAMP	\$0.47	1	\$16.92
			Country:Hungary					
			UPC#:04316815199					
<b>GB Part#:</b> 88111125 <b>UNSPCS:</b> 39101612 <u>MFR SPEC SHEET</u> <b>Ship From:</b> Reship-Factory <b>Long Description:</b> Clear 40W 120V A15 incandescent lamp with medium screw base, 415 initial lumens and 1500 rated life hours for oven/appliance lighting applications.								
1500		36	GENERAL ELEC	7C7 TRAY-120	CAND CLR INCAN LMP	\$0.29	1	\$10.44
			Country:USA					
			UPC#:04316811779					
<b>GB Part#:</b> 88111575 <b>UNSPCS:</b> 39101612 <u>MFR SPEC SHEET</u> <b>Ship From:</b> Reship-Factory <b>Long Description:</b> GE clear 7W 120V C7 appliance incandescent lamp with candelabra base, 46 initial lumens and 3000 rated life hours.								

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1600		36	GENERAL ELEC	F32T8SP41/U6 /ECO	T8 U6 4100K ECO LAMP	\$6.26	1	\$225.36
			Country:China					
			UPC#:04316828152					
MFR SPEC SHEET								
Ship From:Reship-Factory								
Long Description:Mod-U-Line&#174 Ecolux&#174 T8 32W linear fluorescent lamp with G13 base, color temperature 4100K, 20000 rated life hours, initial&#47mean lumens 2700/2375 for general use.								
1700		1500	GENERAL ELEC	F32T8/SPX41/ ECO2	T8 32W SPX41 ECOLUX	\$1.78	1	\$2,670.00
			Country:USA					
			UPC#:04316868852					
MFR SPEC SHEET								
Ship From:Reship-Factory								
Long Description:T8 32W linear fluorescent lamp with G13 base, color temperature 4100K, 30000 rated life hours, initial&#47mean lumens 2925/2770 for full wattage applications.								
1800		100	GENERAL ELEC	F54W/T5/841/ ECO	LAMP FLUOR T5 HO ECO 4100K 54W	\$2.13	1	\$213.00
			Country:USA					
			UPC#:04316846761					
MFR SPEC SHEET								
Ship From:Reship-Factory								
Long Description:Ecolux&#174 Starcoat&#174 54W T5 linear fluorescent lamp with G5 base, color temperature 4100K, 30000 rated life hours, initial&#47mean lumens 5000/4600 for full wattage applications.								

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Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
1900		75	GENERAL ELEC	F9BX/827/ECO	CFL LOW WATT BIAX PLUG-IN T4	\$1.19	1	\$89.25
			Country:Hungary					
			UPC#:04316897558					
			MFR SPEC SHEET					
			Ship From:Reship-Factory					
			Long Description:Ecolux&#174 Biax&#174 T4 9W plug-in CFL with 2700K color temperature, 10000 rated life hours, initial lumens 600 for use on retail/hospitality applications.					
2000		75	GENERAL ELEC	F5BX/827/ECO	CFL LOW WATT BIAX PLUG-IN T4	\$1.19	1	\$89.25
			Country:Hungary					
			UPC#:04316897551					
			MFR SPEC SHEET					
			Ship From:Reship-Factory					
			Long Description:Ecolux&#174 Biax&#174 T4 5W plug-in CFL with 2700K color temperature, 10000 rated life hours, initial lumens 265 for use on retail/hospitality applications.					
2100		50	GENERAL ELEC	F42TBX/835/A /ECO	CFL TRIPLE BIAX PLUG-IN T4	\$3.78	1	\$189.00
			Country:Hungary					
			UPC#:04316897635					
			MFR SPEC SHEET					
			Ship From:Reship-Factory					
			Long Description:Ecolux&#174 Biax&#174 T4 42W plug-in CFL with 3500K color temperature, 17000 rated life hours, initial lumens 3200 for use on retail/hospitality applications.					
2200		50	LOUVERS INTE	LI12AC24-.09 5 LOUVERS INT. 2X4 LENS		\$16.35	1	\$817.50
			GB Part#:NOF LO2 LOUVERS IN					
			Ship From:Reship-Factory					

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2300		50	GENERAL ELEC	F34/CW/C/WM/ ECO	LINEAR FLUORESCENT ECO LAMP	\$2.13	1	\$106.50
<b>GB Part#:</b> 25442493 <b>UNSPCS:</b> 39101605 <u>MFR SPEC SHEET</u> <b>Ship From:</b> Reship-Factory <b>Long Description:</b> Linear fluorescent 34W T12 lamp with G13 base, color temperature 4100K, 15000 rated life hours, initial&#47mean lumens 1800/1500 for energy savings use. <b>***Item Note:***</b> * 835 COLOR NO LONGER AVAILABLE IN T12. LIMITED AVAILABILITY OF ANY T12 LAMPS DUE TO ENERGY ACTS THEY ARE NO LONGER ALLOWED TO BE PRODUCED.			<b>Country:</b> USA <b>UPC#:</b> 04316866649					
2400		50	COOPER LTG GROUP	WG/HBL6-4FT- B WIRE GUARD		\$30.75	1	\$1,537.50
<b>GB Part#:</b> NOF COL LTFIXTURES <b>Ship From:</b> Reship-Factory <b>***Item Note:***</b> * MUST CONFIRM DIMENTIONS BEFORE ORDERING TO ASURE CORRECT FIT.								
2500		150	COOPER LTG GROUP	APC7R	EXIT SIGN COMBO RED W/2 ROUND HEADS	\$42.83	1	\$6,424.50
<b>GB Part#:</b> 25372174 <b>UNSPCS:</b> 39111708 <u>MFR SPEC SHEET</u> <b>Ship From:</b> Reship-Factory <b>Long Description:</b> Sure-Lites All-Pro white housing with red letters LED double head exit, fixture wattage 0.78, 2-5/16 D x 16-9/16 W x 8-1/4 H in. standard output that powers 2 integral lights.			<b>Country:</b> China <b>UPC#:</b> 08008356655					

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2600		100	COOPER LTG GROUP	APX7R	ALL PRO SELF POWER RED EXIT	\$19.18	1	\$1,918.00
		<b>GB Part#:</b> 25371515 <b>UNSPCS:</b> 39111708 <u>MFR SPEC SHEET</u> <b>Ship From:</b> Reship-Factory <b>Long Description:</b> Sure-Lite&#174; self powered LED white housing emergency exit with red letters. Emergency exit includes nickel cadmium battery.		<b>Country:</b> China <b>UPC#:</b> 08008356653				
2700		50	COOPER LTG GROUP	APHL-454-SN-UPL	48 4 LAMP T5 HO FLOURESCENT HIGH BAY	\$98.79	1	\$4,939.50
		<b>GB Part#:</b> 25500789 <b>UNSPCS:</b> 39111532 <b>Ship From:</b> Reship-Factory <b>Long Description:</b> 48 4 LAMP T5 HO FLOURESCENT HIGH BAY		<b>Country:</b> USA <b>UPC#:</b> 08008362223				
2800		20	NSI INDUSTRI	3000	120V 2000W SPST FLUSH MOUNTING	\$18.20	1	\$364.00
		<b>GB Part#:</b> 88271977 <b>UNSPCS:</b> 39121524 <u>MFR SPEC SHEET</u> <b>Ship From:</b> Reship-Factory <b>Long Description:</b> Photocell, flush mount, 120V AC, 1200VA ballast, 1500W tungsten for use in weatherproof applications.		<b>Country:</b> China <b>UPC#:</b> 78626160020				

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2900		10	GENERAL ELEC	GEM50MLTLA3D -5	HID REPLACEMENT MAG MH CORE/COIL BLLST	\$23.78	1	\$237.80
			Country:China					
			UPC#:04316863073					
<u>MFR SPEC SHEET</u>								
Ship From:Reship-Factory								
Long Description:HID distributor replacement kit magnetic core and coil ballast for use with lamp type (1) 50W MH M110 or M148 Quad, 120/208/240/277V, circuit type HX-HPF.								
3000		10	GENERAL ELEC	GEM150MLTLC3 D-5	HID REPLACEMENT MAG MH CORE/COIL BLLST	\$41.14	1	\$411.40
			Country:China					
			UPC#:04316886718					
<u>MFR SPEC SHEET</u>								
Ship From:Reship-Factory								
Long Description:HID distributor replacement kit magnetic metal halide core and coil ballast for use with lamp type (1) 150W M102 or M142 quad, pulse start, 120/208/240/277V, circuit type HX-HPF.								
3100		10	GENERAL ELEC	GEM175ML5AA3 -5	HID REPLACEMENT MAG MH CORE/COIL BLLST	\$33.05	1	\$330.50
			Country:China					
			UPC#:04316863078					
<u>MFR SPEC SHEET</u>								
Ship From:Reship-Factory								
Long Description:HID distributor replacement kit magnetic metal halide core and coil ballast for use with lamp type (1) 175W M57 or Mercury H39 5-Tap, probe start, 120/208/240/277/480V, circuit type CWA.								

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Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
 3200		20	GENERAL ELEC	GEM400ML5AA4 -5	HID REPLACEMENT KIT MAG CORE/COIL BLLST	\$51.94	1	\$1,038.80
			Country:China					
GB Part#:25163965			UNSPCS:39101902		UPC#:04316872300			
<u>MFR SPEC SHEET</u>								
Ship From:Reship-Factory								
Long Description:HID distributor replacement kit magnetic core and coil ballast for use with lamp type (1) 400W MH M59 or H33 Quad, 120/208/240/277V, circuit type CWA.								
 3300		20	NSI INDUSTRI	2101	120V 2000W SPST CONDUIT MOUNT DIE CAST Z	\$25.88	1	\$517.60
			Country:Taiwan					
GB Part#:88271973			UNSPCS:39121524		UPC#:78626160012			
<u>MFR SPEC SHEET</u>								
Ship From:Reship-Factory								
Long Description:Photocell, HD die-cast zinc, 120V AC, 1800VA ballast, 2000W tungsten for use in weatherproof applications.								
 3400		20	GENERAL ELEC	GE454MVPS90- F	LINEAR FLUOR ELEC T5 4-LAMP BALLAST	\$24.65	1	\$493.00
			Country:China					
GB Part#:25511000			UNSPCS:39101901		UPC#:04316867566			
<u>MFR SPEC SHEET</u>								
Ship From:Reship-Factory								
Long Description:UltraStart PRS high temp F can; high efficiency ballast with continuous cathode cutout technology for use with 1 to 4 T5 lamps.								

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3500		10	GENERAL ELEC	GE254MVPS-D- 1	LFL ULTRA STRT ELEC PROG/RAPD START BLLST	\$16.44	1	\$164.40
 <p>GB Part#:25688293          UNSPCS:39101901          Ship From:Reship-Factory          Long Description:UltraStart&amp;#174; 120/277V electronic program/rapid start ballast for use with (1 or 2) fluorescent lamps.          UPC#:04316833957</p>								
3600		10	NSI INDUSTRI	ZTL124	TURNLOCK LED ZERO CROSS 105-305V BLUE	\$22.91	1	\$229.10
 <p>GB Part#:25839144          UNSPCS:78626178905          Ship From:Stock NASHVILLE, TN          Long Description:TurnLock Adv Electronic LED          Country:China</p>								
3700		20	NSI INDUSTRI	E101B	MULTIVOLT 24HR SUPERCAP INDOOR/OUTDOO R 4	\$140.71	1	\$2,814.20
 <p>GB Part#:25118939          UNSPCS:39122208          MFR SPEC SHEET          Ship From:Reship-Factory          Long Description:24 hour digital 1 channel 40A 120-277V SPST indoor/outdoor plastic enclosure.          Country:China          UPC#:78626182401</p>								
3800		100	GENERAL ELEC	GE332MAX-G-N	LFL MV PROLINE ELEC INSTANT START BLLST	\$10.31	1	\$1,031.00
 <p>GB Part#:25247895          UNSPCS:39101901          MFR SPEC SHEET          Ship From:Reship-Factory          Long Description:GE UltraMax&amp;#174; General Series electronic multivolt instant start ballast with normal ballast factor for use with (3) 4ft T8 lamps.          Country:China          UPC#:04316874456</p>								

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3900		100	GENERAL ELEC	GE432MAX-G-N	LFL MV PROLINE ELEC INSTANT START BLLST	\$11.46	1	\$1,146.00
 <p>GB Part#:25247899 Country:China          UNSPCS:39101901 UPC#:04316874463  <u>MFR SPEC SHEET</u>          Ship From:Reship-Factory          Long Description:GE UltraMax&amp;#174; General Series electronic multivolt instant start ballast with normal ballast factor for use with (4) 4ft T8 lamps.</p>								
4000		100	GENERAL ELEC	GE232MAX-G-N	LFL MV PROLINE ELEC INSTANT START BLLST	\$9.11	1	\$911.00
 <p>GB Part#:25187728 Country:China          UNSPCS:39101901 UPC#:04316872275  <u>MFR SPEC SHEET</u>          Ship From:Reship-Factory          Long Description:GE UltraMax&amp;#174; General Series electronic multivolt instant start ballast with normal ballast factor for use with (2) 4ft T8 lamps.</p>								
4100		10	LITHONIA LTG	PS1400QD MVOLT M8	EMERG FLUOR BATTERY PACKQUICK DISCONNCT	\$174.20	1	\$1,742.00
 <p>GB Part#:25642735 Country:Mexico          UNSPCS:39111710 UPC#:82047672989  <u>MFR SPEC SHEET</u>          Ship From:Reship-Factory          Long Description:Power Sentry&amp;#174; general purpose 1400 lumen emergency battery pack 120/277V compatible with fluorescent lamps. Battery pack provides optimum glare-free illumination for 90 minutes.</p>								

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4200		50	LITHONIA LTG	PSQ500QD MVOLT M12	FLUORESCENT BATTERY PACKS LINEAR	\$107.26	1	\$5,363.00
			Country:USA					
			UPC#:82047673001					
			MFR SPEC SHEET					
			Ship From:Reship-Factory					
			Long Description:Power Sentry&#174; general purpose 500 lumen emergency battery pack 120/277V compatible with fluorescent lamps. Battery pack provides optimum glare-free illumination for 90 minutes.					
4300		50	FULHAM CO	FH7-UNV-500L -CEC FULHAM CO. INC.		\$82.68	1	\$4,134.00
			GB Part#:NOF FLH FULHAM CO					
			Ship From:Reship-Factory					
			***Item Note:*** FH3-DUAL-450L IS OBSOLETE. THIS IS THE CLOSEST REPLACEMENT BUT MUST BE VERIFIED FOR LAMP COMPATIBILITY.					
4400		50	COOPER LTG GROUP	EBPLED14W	14W LED BATTERY	\$183.64	1	\$9,182.00
			Country:Unknown					
			UPC#:08008373227					
			MFR SPEC SHEET					
			Ship From:Reship-Factory					
			Long Description:Sure-Lites&#174; emergency battery pack 16 to 55 V, 14W compatible with LED lamps. Battery pack creates 90 minutes of illumination.					
4500		100	COOPER LTG GROUP	24FPSL2SCT3	2X4 FLAT PANEL SELECT LUMENS 0-10V DIM	\$84.02	1	\$8,402.00
			GB Part#:26389778					
			Ship From:Reship-Factory					

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Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
4600		20	COOPER LTG GROUP	FPXSURF24	2X4 SURFACE MOUNT KIT	\$30.11	1	\$602.20
GB Part#:26414891 UPC#:80083867400 Ship From:Reship-Factory								
4700		20	COOPER LTG GROUP	22FPSL2SCT3	2X2 FLAT PANEL SELECT LUMENS 0-10V DIM	\$60.22	1	\$1,204.40
GB Part#:26389777 Ship From:Reship-Factory								
4800		20	COOPER LTG GROUP	22CZ2-39VHE-UNV-L835-CD1-U COOPER		\$106.58	1	\$2,131.60
GB Part#:NOF COL LTFIXTURES Ship From:Reship-Factory								
4900		20	COOPER LTG GROUP	24CZ2-40HE-U NV-L835-CD1-U	2X4 LED TROF 4000 LM 35K 0-10V DIM	\$103.07	1	\$2,061.40
GB Part#:26327253 Ship From:Reship-Factory								
5000		25	GENERAL ELEC	LED18D38OW38 4025	LED 18W PAR38 DIM 4000K W 25 DEG OUTDOOR	\$14.13	1	\$353.25
GB Part#:25726417 UNSPCS:39112102 Ship From:Reship-Factory Long Description:LED 18W PAR38 DIM 4000K W 25 DEG OUTDOOR Country:USA UPC#:04316893171								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.





Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: BEDFORD CO DEPT OF FINANCE  
 200 DOVER ST STE 102  
 SHELBYVILLE TN 37160-2791  
 Attn: Denice Reese

Date: 08/25/2020  
 Project Name: LIGHT BULBS BID NO 21-10  
 GB Quote #: 0236093030

### Proposal

We appreciate your request and take pleasure in responding as follows

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
 5100		25	GENERAL ELEC	LED18D38OW38 2740	LED 18W PAR38 DIM 27K 40DEG WH OUTDOOR	\$14.13	1	\$353.25
			Country:USA					
			UPC#:04316892958					
			Ship From:Reship-Factory					
			Long Description:LED white PAR38 18W lamp with medium base, 40&#176; beam spread, initial lumens 1550, 3800 CBCP and 25000 rated life hour for low glare applications.					
 5200		25	GENERAL ELEC	LED18D38W392 7/25	LED PAR38 18W LAMP	\$14.13	1	\$353.25
			Country:USA					
			UPC#:04316892923					
			Ship From:Reship-Factory					
			Long Description:LED white PAR38 18W lamp with medium base, 25&#176; beam spread, initial lumens 1250, 4900 CBCP and 25000 rated life hour for low glare applications.					
 5300		25	GENERAL ELEC	LED15DA21/82 7	15W A21 LED 2700K	\$6.48	1	\$162.00
			Country:USA					
			UPC#:04316876038					
			Ship From:Reship-Factory					
			Long Description:LED white A21 15W lamp with medium screw base, 2700K color temperature, 1600 initial lumens, 15000 rated life hour for general purpose use.					
 5400		25	GENERAL ELEC	LED10DA19/82 7	LED 10W A19 2700K LAMP	\$1.76	1	\$44.00
			Country:USA					
			UPC#:04316869117					
			Ship From:Reship-Factory					
			Long Description:LED omni directional white A19 10W lamp with medium base, initial lumens 800, 15000 rated life hour for general purpose use.					

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: BEDFORD CO DEPT OF FINANCE  
 200 DOVER ST STE 102  
 SHELBYVILLE TN 37160-2791  
 Attn: Denice Reese

Date: 08/25/2020  
 Project Name: LIGHT BULBS BID NO 21-10  
 GB Quote #: 0236093030

### Proposal

We appreciate your request and take pleasure in responding as follows

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
5500		50	COOPER LTG GROUP	4APVTLD-54L8 40	APVT LED VAPORTIGHT	\$90.33	1	\$4,516.50
GB Part#:26367165 UPC#:08008380216 Ship From:Reship-Factory								
5600		25	COOPER LTG GROUP	PRVXLP4B-75 0-U-T4W-BZ - HEAD ONLY		\$611.71	1	\$15,292.75
GB Part#:NOF COL LTFIXTURES Ship From:Reship-Factory								
5700		25	COOPER LTG GROUP	PRVXLP4B-75 0-H-T4W-BZ - HEAD ONLY		\$611.71	1	\$15,292.75
GB Part#:NOF COL LTFIXTURES Ship From:Reship-Factory								
5800		50	COOPER LTG GROUP	GWC-AF-02-LE D-E1-T4FT-XX -800		\$454.14	1	\$22,707.00
GB Part#:NOF COL LTFIXTURES Ship From:Reship-Factory								
5900		50	COOPER LTG GROUP	GWC-AF-02-LE D-E1-T4FT-XX -1200		\$468.05	1	\$23,402.50
GB Part#:NOF COL LTFIXTURES Ship From:Reship-Factory								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: BEDFORD CO DEPT OF FINANCE  
 200 DOVER ST STE 102  
 SHELBYVILLE TN 37160-2791  
 Attn: Denice Reese

Date: 08/25/2020  
 Project Name: LIGHT BULBS BID NO 21-10  
 GB Quote #: 0236093030

### Proposal

We appreciate your request and take pleasure in responding as follows

Item	Item Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext. Price
6000		25	COOPER LTG GROUP	CLCSLED-55-S M-UNV	CANOPY LED SURFACE MT 40K 7230L	\$265.20	1	\$6,630.00
GB Part#:26006573 Ship From:Reship-Factory								
6100		25	COOPER LTG GROUP	CTKRV2B	50 WATT CARETAKER	\$118.32	1	\$2,958.00
GB Part#:26272510 Ship From:Reship-Factory Long Description:LED area luminaire feature die-cast aluminum housing construction with natural finish for added durability. It has a voltage rating of 120 to 277V ac and wattage of 50-Watts.								
6200		25	COOPER LTG GROUP	NFFLD-C40-D-XXX-66-S-CB		\$452.99	1	\$11,324.75
GB Part#:NOF COL LTFIXTURES Ship From:Reship-Factory								
6300		25	COOPER LTG GROUP	PRV-PA2B-740 -U-T4W-BZ - HEAD ONLY		\$435.61	1	\$10,890.25
GB Part#:NOF COL LTFIXTURES Ship From:Reship-Factory								

**Subtotal:** \$184,869.12  
**Estimated Tax :** \$0.00  
 (Actual tax value will be calculated at time of order placement)  
**Total :** \$184,869.12

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: BEDFORD CO DEPT OF FINANCE  
 200 DOVER ST STE 102  
 SHELBYVILLE TN 37160-2731  
 Attn: Denice Reese

Date: 08/25/2020  
 Project Name: LIGHT BULBS BID NO 21-10  
 GB Quote #: 0236093030

## Proposal

We appreciate your request and take pleasure in responding as follows

Item	Item Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext. Price
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GRAYBAR ELECTRIC COMPANY, INC.

**TERMS AND CONDITIONS OF SALE**

1.,ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

2.,PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.

3.,RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.

4.,TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed on sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.

5.,DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery.

6.,LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

7.,LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.

8.,WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

9.,MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

10.,REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

11.,CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6,7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

12.,FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

13.,ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

14.,GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflict of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

15.,PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

16.,EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to do all required export control and installation of goods necessary requirements for and in compliance with applicable laws, regulations, and orders. Buyer shall be responsible for obtaining all necessary export control documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

17., CANCELLATION; CHANGES FOR SERVICES - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

PROPOSAL FORM

Low Bid  
*[Signature]*

TO: Bedford County Department of Finance  
200 Dover Street, Suite 102  
Shelbyville, Tennessee 37160

Re: Bid No. 21-11

Gentlemen,

Having examined the specifications for Roof Repairs, we (I) submit the following proposal:

	<u>Bid Amount</u>	<u>Annual Renewal Option</u>	
	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
Standard Trip Charge (if applicable)	<u>50<sup>00</sup></u>	<u>50<sup>00</sup></u>	<u>50<sup>00</sup></u>
Labor Charge Per Hour	<u>69<sup>00</sup></u>	<u>69<sup>00</sup></u>	<u>69<sup>00</sup></u>

Any other routine charges that may be added to invoice: Minimum  
CHARGE \$ 350<sup>00</sup>

Company Name: DON KENNEDY ROOFING CO. INC.

Mailing Address: 315 FESSLENS LAWS  
NASHVILLE TN, 37210

Signature and Title of bidder: J.P. Kennedy

Email: brett@donkennedyroofing.com deniel@donkennedyroofing.com

Telephone Number: 615-833-9393





June 6, 2018

Don Kennedy Roofing

Re: NES

To whom it may concern:

Don Kennedy Roofing has been a Carlisle approved applicator since April 2007 and has outstanding performance with Carlisle Syntec. Don Kennedy Roofing is approved to offer NDL warranties up to 30 years through Carlisle.

Should you have any questions please contact me.

Sincerely,

*Scott E. Wilson*

Scott Wilson  
Manufacturer Rep  
Apex Group  
615-295-5533  
[scott@apexgrouptn.com](mailto:scott@apexgrouptn.com)

PROPOSAL FORM

TO: Bedford County Department of Finance  
200 Dover Street, Suite 102  
Shelbyville, Tennessee 37160

Re: Bid No. 21-11

Gentlemen,

Having examined the specifications for **Roof Repairs**, we (I) submit the following proposal:

	<u>Bid Amount</u> <u>2020-21</u>	<u>Annual Renewal Option</u>	
		<u>2021-22</u>	<u>2022-23</u>
Standard Trip Charge (if applicable)	<u>350.<sup>00</sup></u>	<u>350.<sup>00</sup></u>	<u>350.<sup>00</sup></u>
Labor Charge Per Hour	<u>45.<sup>00</sup></u>	<u>45.<sup>00</sup></u>	<u>45.<sup>00</sup></u>

Any other routine charges that may be added to invoice: \_\_\_\_\_  
Cost of Materials plus 10%

Company Name: Porter Roofing Contractors, Inc.

Mailing Address: 9057 Manchester Hwy  
Morrison, TN 37357

Signature and Title of bidder: \_\_\_\_\_

Email: stacy@porter-roofing.com

Telephone Number: 931-668-2298

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Porter Roofing Contractors, Inc.</u></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> <b>C Corporation</b>    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see Instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See Instructions. <u>9057 Manchester Hwy</u></p> <p><b>6</b> City, state, and ZIP code <u>Morrison, TN 37357</u></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	<b>Social security number</b>				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> </tr> </table>				
	or				
	<b>Employer identification number</b>				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px; text-align: center;">62</td> <td style="width: 25%; height: 20px; text-align: center;">-10</td> <td style="width: 25%; height: 20px; text-align: center;">371</td> <td style="width: 25%; height: 20px; text-align: center;">98</td> </tr> </table>	62	-10	371	98
62	-10	371	98		

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>4/14/20</u>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



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## Budget Overview Plus/Minus

Bedford County (020) Public District - FY 2021 - IDEA Partnership for Systemic Change (K-12) - Rev 2 - Implementation Grant

Go To

Total Contributing to Indirect Cost	\$50,001.00
Indirect Cost Rate	0.00%
Maximum Allowed for Indirect Cost	\$0.00

Filter by Location: All - \$50,001.00   
[Show Unbudgeted Categories](#)

Schuler, Lori

### Production

Session Timeout  
00:25:56

189 - Other Salaries & Wages	25,600.00	0.00	25,600.00
201 - Social Security	1,588.00	0.00	1,588.00
204 - State Retirement	2,318.00	0.00	2,318.00
212 - Employer Medicare	372.00	0.00	372.00
429 - Instructional Supplies & Materials	9,823.00 +\$1,125.00		9,823.00 +\$1,125.00
499 - Other Supplies and Materials	0.00	1,504.00	1,504.00
524 - In-Service / Staff Development		8,796.00 -\$1,125.00	8,796.00 -\$1,125.00
<b>Total</b>	<b>39,701.00 +\$1,125.00</b>	<b>10,300.00 -\$1,125.00</b>	<b>50,001.00</b>
		<b>Adjusted Allocation</b>	<b>50,001.00</b>
		<b>Remaining</b>	<b>0.00</b>

Go To

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TN Department of Education | Andrew Johnson Tower - 10th Floor | 710 James Robertson Parkway | Nashville, TN 37243 | (615) 741-2731 | [Education.Comments@tn.gov](mailto:Education.Comments@tn.gov)

# **BEDFORD COUNTY SCHOOLS**

## **MONTHLY FINANCIAL REPORT**

**Month Ending August 31, 2020**

**2020-21**

**Presented to the Bedford County Board of Education**

Mr. Don Embry, Superintendent

Mr. Glenn Forsee, Chairman

Mr. Robert Daniel, Director of Finance

**BEDFORD COUNTY GENERAL PURPOSE SCHOOL FUND 141**  
**MONTHLY FINANCIAL REPORT**  
**August 2019**

	<b>ESTIMATED REVENUE 2020-21</b>	<b>YEAR TO DATE REVENUES</b>	<b>UNREALIZED REVENUES TO DATE</b>	<b>PERCENT REALIZED</b>	<b>CURRENT MONTH REVENUE</b>
<b>EST. REVENUES &amp; OTHER SOURCES</b>					
40000 Local Taxes	12,576,970	359,253	12,217,717	2.86%	344,290
41000 Licenses & Permits	3,000	89	2,911	2.97%	155
43000 Chg. for Current Serv.	123,000	353	122,647	0.29%	353
44000 Other Local Revenues	139,000	6,048	132,952	4.35%	5,276
46500 State Ed. Funds	53,560,917	5,254,400	48,306,517	9.81%	5,254,400
46800 Other State Revenues	0	0	0	0.00%	0
47100 Fed. Funds Rec.-State	0	0	0	0.00%	0
47600 Direct Fed. Revenues	0	0	0	0.00%	0
49000 Other Sources(Non-Revenue)	8,000	0	8,000	0.00%	0
<b>14100 TOTAL EST. REVENUES &amp; OTHER</b>	<b>66,410,887</b>	<b>5,620,143</b>	<b>60,790,744</b>	<b>8.46%</b>	<b>5,604,475</b>
<b>30000 Unassigned Fund Balance</b>	<b>9,217,959</b>				
<b>Committed Fund Balance</b>	<b>8,290,293</b>				
<b>Assigned Fund Balance</b>	<b>0</b>				
<b>Restricted Fund Balance</b>	<b>109,822</b>				
<b>TOTAL AVAILABLE FUNDS</b>	<b>84,028,961</b>				

**BEDFORD COUNTY GENERAL PURPOSE SCHOOL FUND**  
**MONTHLY FINANCIAL REPORT**  
**August 2019**

	APPROPRIATIONS 2020-21	YEAR TO DATE EXPENDITURES/ ENCUMBRANCES	UNEXPENDED / UNENCUMBERED TO DATE	PERCENT USED	CURRENT MONTH EXPENDITURES/ ENCUMBRANCES
<b>EXPENDITURES (APPROPRIATIONS)</b>					
<b>Instruction</b>					
71100 Regular Inst. Prog.	37,970,085	4,409,818	33,560,267	11.61%	2,844,471
71150 Alternative Inst. Prog.	701,847	42,960	658,887	6.12%	42,568
71200 Spec. Ed. Program	3,775,435	332,608	3,442,827	8.81%	268,993
71300 Voc. Ed. Program	1,551,620	141,820	1,409,800	9.14%	122,564
71900 Other	0	0	0	0.00%	0
<b>Support Services</b>					
72110 Attendance	117,415	19,221	98,194	16.37%	9,155
72120 Health Services	618,999	73,098	545,901	11.81%	44,285
72130 Other Student Support	1,812,977	227,630	1,585,347	12.56%	159,146
72210 Regular Instruction Staff	1,744,205	168,215	1,575,990	9.64%	120,163
72215 Alternative Instructional Staff	0	0	0	0.00%	0
72220 Special Education Instructional Staff	451,209	55,993	395,216	12.41%	35,366
72230 Vocational Instructional Staff	30,200	2,266	27,934	7.50%	2,266
72250 Technology	1,250,013	218,498	1,031,515	17.48%	97,886
72290 Other Programs	0	0	0	0.00%	0
72310 Board of Education	946,885	466,295	480,590	49.25%	27,393
72320 Office of Superintendent	757,943	70,824	687,119	9.34%	38,355
72410 Office of Principal	4,091,729	567,669	3,524,060	13.87%	338,512
72520 Human Services	275,934	42,336	233,598	15.34%	11,527
72610 Operation of Plant	6,540,003	1,070,657	5,469,346	16.37%	403,798
72620 Maintenance of Plant	2,529,912	566,825	1,963,087	22.40%	170,792
72710 Student Transportation	3,962,026	1,030,821	2,931,205	26.02%	179,572
72810 Central and Other	0	0	0	0.00%	0
<b>Oper. of Non-Instructional Services</b>					
73100 Food Service	54,022	17,543	36,479	32.47%	8,494
73300 Community Services	226,750	0	226,750	0.00%	0
73400 Early Childhood Education	702,356	67,651	634,705	9.63%	53,435
76100 Reg.Capital Outlay	2,708,915	27,064	2,681,851	1.00%	16,054
81300 Education Debt Service	0	0	0	0.00%	0
91300 Education Capital Projects	0	0	0	0.00%	0
99100 Operating Transfers	42,505	0	42,505	0.00%	0
<b>TOTAL EXPENDITURES</b>	<b>72,862,985</b>	<b>9,619,813</b>	<b>63,243,172</b>	<b>13.20%</b>	<b>4,994,796</b>
<b>Less: Committed Fund Balance</b>	<b>7,990,759</b>				
<b>Restricted Fund Balance</b>	<b>74,822</b>				
<b>3% Fund Balance</b>	<b>2,104,622</b>				
<b>39000 Unassigned Fund Balance</b>	<b>3,100,395</b>				

**BEDFORD COUNTY FEDERAL PROJECTS FUND 142**  
**MONTHLY FINANCIAL REPORT**  
**August 2019**

	ESTIMATED REVENUE 2020-21	YEAR TO DATE REVENUES	UNREALIZED REVENUES TO DATE	PERCENT REALIZED	CURRENT MONTH REVENUE
<b>EST. REVENUES &amp; OTHER SOURCES</b>					
47100 Fed. Funds Rec.-State	6,821,613	404,576	6,417,037	5.93%	404,895
<b>14100 TOTAL EST. REVENUES &amp; OTHER</b>	<b>6,821,613</b>	<b>404,576</b>	<b>6,417,037</b>	<b>5.93%</b>	<b>404,895</b>
30000 Reserves and/or Fund Balances	0				
<b>TOTAL AVAILABLE FUNDS</b>	<b>6,821,613</b>				

	APPROPRIATIONS 2020-21	YEAR TO DATE EXPENDITURES/ ENCUMBRANCES	UNEXPENDED / UNENCUMBERED TO DATE	PERCENT USED	CURRENT MONTH EXPENDITURES/ ENCUMBRANCES
<b>EXPENDITURES (APPROPRIATIONS)</b>					
<b>Instruction</b>					
71100 Regular Inst. Prog.	2,721,754	1,119,632	1,602,123	41.14%	289,813
71200 Spec. Ed. Program	1,298,560	107,158	1,191,402	8.25%	90,591
71300 Voc. Ed. Program	74,581	22,433	52,148	30.08%	21,100
<b>Support Services</b>					
72120 Health Services	2,500	0	2,500	0.00%	0
72130 Other Student Support	146,595	4,270	142,325	2.91%	3,000
72210 Regular Instruction Staff	1,696,184	328,665	1,367,519	19.38%	280,193
72220 Special Education Staff	391,375	40,662	350,713	10.39%	29,381
72230 Vocational Education Staff	15,707	1,118	14,590	7.12%	559
72250 Technology	59,244	59,244	0	100.00%	59,244
72710 Student Transportation	411,165	26,472	384,693	6.44%	26,472
<b>Oper. of Non-Instructional Services</b>					
73100 Food Service	3,948	0	3,948	0.00%	0
99100 Operating Transfers	0	0	0	0.00%	0
<b>TOTAL EXPENDITURES</b>	<b>6,821,613</b>	<b>1,709,653</b>	<b>5,111,960</b>	<b>25.06%</b>	<b>800,352</b>
39000 Reserves and/or Fund Balances	0				

143 – CHILD NUTRITION

NOT AVAILABLE AT TIME OF MAILING

**BEDFORD COUNTY SCHOOL AGE CARE PROGRAM FUND 146**  
**MONTHLY FINANCIAL REPORT**  
**August 2019**

	<b>ESTIMATED REVENUE 2020-21</b>	<b>YEAR TO DATE REVENUES</b>	<b>UNREALIZED REVENUES TO DATE</b>	<b>PERCENT REALIZED</b>	<b>CURRENT MONTH REVENUE</b>
<b>EST. REVENUES &amp; OTHER SOURCES</b>					
43000 Chg. for Current Serv.	559,578	33,169	526,409	5.93%	25,778
44000 Other Local Revenues	0	0	0	0.00%	0
46000 State of Tennessee	0	0	0	0.00%	0
<b>14100 TOTAL EST. REVENUES &amp; OTHER</b>	<b>559,578</b>	<b>33,169</b>	<b>526,409</b>	<b>5.93%</b>	<b>25,778</b>
30000 Reserves and/or Fund Balances	246,861				
<b>TOTAL AVAILABLE FUNDS</b>	<b>806,439</b>				

	<b>APPROPRIATIONS 2020-21</b>	<b>YEAR TO DATE EXPENDITURES/ ENCUMBRANCES</b>	<b>UNEXPENDED / UNENCUMBERED TO DATE</b>	<b>PERCENT USED</b>	<b>CURRENT MONTH EXPENDITURES/ ENCUMBRANCES</b>
<b>EXPENDITURES (APPROPRIATIONS)</b>					
Oper. of Non-Instructional Services					
72300 General Administration	1,800	1,800	0	100.00%	0
73300 Community Service	567,059	63,739	503,320	11.24%	28,038
79100 Operating Transfers	0	0	0	0.00%	0
79200 Residual Equity Transfers	0	0	0	0.00%	0
<b>TOTAL EXPENDITURES</b>	<b>568,859</b>	<b>65,539</b>	<b>503,320</b>	<b>11.52%</b>	<b>28,038</b>
39000 Reserves and/or Fund Balances	237,580				

## SUPERINTENDENT EVALUATION INSTRUMENT for 2018-19 School Year

RATING SYSTEM: 5-Exemplary Performance, 4-Above Expectations, 3-At Expectations, 2-Below Expectations, 1-Needs Improvement

### BOARD RELATIONSHIPS

	A	B	C	D	E	F	G	H	
1. Keeps all board members informed on issues, needs and operation of the school system, including employment, promotion and dismissal of personnel.	5	4	4	4	4	3	4	3	
2. Has a harmonious relationship with the board.	4	3	3	4	4	3	3	4	
3. Offers professional advice to the board on items requiring board action, with appropriate recommendations based on thorough study and analysis.	5	3	3	4	5	3	3	4	
4. Maintains a high degree of understanding and respect between staff and the board.	5	4	4	4	4	4	4	3	
5. Recommends policies to the board that comply with state law and State Board of Education and Tennessee Department of Education rules and regulations; that protect the security and integrity of the district infrastructure and the data it contains; and that protect the rights and confidentiality of staff and students.	5	5	4	4	5	4	5	4	
6. Interprets and executes the intent of the board policy through the development of administrative procedures.	5	4	4	4	5	3	4	4	
7. Seeks and accepts constructive criticism of work from the board.	5	3	3	4		3	4	3	
8. Supports board policy and actions to the public and staff.	5	4	4	4		3	4	4	
9. Remains impartial toward the board, treating all board members alike.	5	4	3	3	5	3	4	3	
10. Maintains/improves relations with the Board by consistent and appropriate interpersonal and professional interactions including but not limited to periodic joint seminars, workshops and training sessions.	5	4	3	3		3	4	3	
11. Refrains from criticism of members of the board.	5	4	4	4	4	3	5	4	
12. Uses legal counsel in governance and procedures to avoid civil and criminal liabilities.	5	4	4	5	5	4	5	4	
13. Goes immediately and directly to the board when he/she feels an honest, objective difference of opinion exists between him/her and any or all members of the board, in an earnest effort to resolve such difference immediately.	5	3	3	4	3	3	4	3	
14. Bases position with regard to matters discussed by the board upon principle, and is willing to maintain that position without regard for its popularity until an official position has been reached, after which time the superintendent supports the decision of the board, as long as he/she remains in its employ.	5	3	3	4	5	4	4	4	
<b>TOTAL MEAN SCORE FOR BOARD RELATIONSHIPS</b>	<b>4.93</b>	<b>3.71</b>	<b>3.5</b>	<b>3.93</b>	<b>4.25</b>	<b>3.29</b>	<b>4.07</b>	<b>3.57</b>	<b>3.91</b>

RATING SYSTEM: 5-Exemplary Performance, 4-Above Expectations, 3-At Expectations, 2-Below Expectations, 1-Needs Improvement

**COMMUNITY RELATIONSHIPS**

	A	B	C	D	E	F	G	H			
1. Uses information about family and community concerns, expectations, and needs regularly.	5	3	3	4	4	4	3	4			
2. Secures available community resources to help the school district solve problems and achieve goals.	5	3	3	4	4	4	4	3			
3. Establish partnerships with area businesses, institutions of higher education, and community groups to strengthen programs and support school district goals.	5	3	4	4	5	5	4	3			
4. Treats community stakeholders equitably.	5	4	3	4	5	4	4	4			
5. Recognizes and values diversity.	5	4	4	5	4	4	4	4			
6. Uses public resources and funds appropriately and wisely.	5	5	4	5	5	4	5	4			
7. Models community collaboration for staff.	5	5	3	4	4	4	4	3			
8. Encourages parental involvement.	5	4	3	4	5	4	3	3			
<b>TOTAL MEAN SCORE FOR COMMUNITY RELATIONSHIPS</b>	<b>5</b>	<b>3.88</b>	<b>3.38</b>	<b>4.25</b>	<b>4.5</b>	<b>4.13</b>	<b>3.88</b>	<b>3.5</b>	<b>4.07</b>		
<b>PERFORMANCE GOAL: Enhance and Improve Communications with All Groups</b>	<b>Worth 5% or \$500.00</b>										
	<b>(Indicate percentage as 100, 75, 50, 25, 0 of goal met)</b>									<b>%</b>	<b>VALUE</b>
- Be visible in all schools.	100	100	50	40	75	50	75	75			
- Conduct meetings to seek opinions and feedback.	100	100	50	95	75	50	75	50			
- Regularly update the Board of Education via emails.	100	100	75	100	100	90	75	50			
- Post a monthly superintendent’s newsletter to general public on website.	100	100	100	100	100	95	100	100			
- Update the Budget 101 document that was previously implemented.	100	100	100	100	100	90	100	100			
<b>TOTAL MEAN SCORE FOR PERFORMANCE GOAL: COMMUNICATIONS</b>	<b>100%</b>	<b>100%</b>	<b>75%</b>	<b>87%</b>	<b>90%</b>	<b>75%</b>	<b>85%</b>	<b>75%</b>	<b>85.88%</b>	<b>\$429.40</b>	

RATING SYSTEM: 5-Exemplary Performance, 4-Above Expectations, 3-At Expectations, 2-Below Expectations, 1-Needs Improvement

**STAFF AND PERSONAL RELATIONSHIPS**

	A	B	C	D	E	F	G	H		
1. Treats all personnel fairly.	5	4	4	5	4	4	4	4		
2. Delegates authority to staff members appropriately.	5	3	4	4	5	3	4	4		
3. Identifies and applies appropriate policies, criteria and processes for the recruitment, selection, induction, compensation and separation of personnel with attention to issues of equity and diversity.	5	3	3	4	5	4	4	4		
4. Demonstrates use of system and staff evaluation data for personnel policies, decision-making, promotion of career growth and professional development.	5	3	3	4	4	3	3	4		
5. Offers professional development that is focused on student learning consistent with the school districts vision and goals.	5	3	4	4	5	3	3	4		
6. Considers diversity in developing learning experiences.	5	3	4	4	4	4	3	4		
7. Uses technologies in teaching and learning.	5	4	4	5	5	5	3	4		
8. Recognizes staff for their professional achievements.	5	4	4	5	5	4	3	4		
9. Models learning for staff.	5	3	3	4	4	3	3	4		
10. Provides shared leadership and decision-making opportunities for staff that promotes a climate of collaboration and collegiality.	5	3	3	4	4	3	2	3		
<b>TOTAL MEAN SCORE FOR STAFF AND PERSONAL RELATIONSHIPS</b>	<b>5</b>	<b>3.3</b>	<b>3.6</b>	<b>4.3</b>	<b>4.5</b>	<b>3.6</b>	<b>3.2</b>	<b>3.9</b>	<b>3.93</b>	
<b>PERFORMANCE GOAL: PROMOTE LEADERSHIP</b>	<b>Worth 10% or \$1,000.00</b>									<b>VALUE</b>
	<b>(Indicate percentage as 100, 75, 50, 25, 0 of goal met)</b>									<b>%</b>
- Conduct leadership training and meetings with assistant principals.	100	100	75	100	100	85	100	75		
- Work with younger, inexperienced principals to become effective leaders.	100	100	75	100	100	75	75	75		
- Work with Lipscomb University leadership academy and provide support for potential administrators.	100	100	75	100	100	90	100	75		
<b>TOTAL MEAN SCORE FOR PERFORMANCE GOAL: LEADERSHIP</b>	<b>100%</b>	<b>100%</b>	<b>75%</b>	<b>100%</b>	<b>100%</b>	<b>83%</b>	<b>92%</b>	<b>75%</b>	<b>90.63%</b>	<b>\$906.30</b>

**FACILITIES, FINANCE AND HUMAN RESOURCES**

	A	B	C	D	E	F	G	H		
1. Demonstrates knowledge of school facilities and develops a process that builds internal and public support for facility needs, including bond issues and capital improvement plans.	5	4	4	4	5	4	4	3		
2. Ensures the maintenance of school property and the safety of personnel and property.	5	4	3	4	5	4	4	4		
3. Meets and works collaboratively with the Board and appropriate staff to determine priorities for budgeting and the effective allocation of space and human resources.	5	4	4	4	5	4	4	4		
4. Utilizes human and material resources outside the district that may support and/or enhance the achievement of goals and objectives.	5	4	3	5	5	3	4	4		
5. Provides accurate and timely reports to the board on the financial condition of the school system.	5	5	4	5	5	4	5	3		
6. Ensures that the school plant, equipment and support systems operate safely, efficiently, and effectively.	5	4	4	5	5	4	4	4		
7. Develops and monitors long-range plans for school and district technology and information systems and makes informed district decisions about computer hardware and software and staff developing needs while allocating resources consistent with district plan.	5	5	4	4	5	3	4	4		
8. Acquires, allocates and manages district resources in compliance with all laws to ensure the effective and equitable support of all of the district's students, schools and programs.	5	4	4	4	5	4	4	4		
9. Creates and maintains a safe, clean, and aesthetically pleasing environment at all schools.	5	3	4	5	5	3	4	4		
10. Demonstrates budget management including financial forecasting, planning, cash flow management, account auditing and monitoring and oversees the district's fiduciary responsibilities.	5	5	4	5	5	4	5	4		
11. Establishes and sustains partnerships with community agencies to provide additional resources to support the social and emotional growth and development of at-risk students.	5	3	3	4	4	4	3	3		
<b>TOTAL MEAN SCORE FOR FACILITIES, FINANCE AND HUMAN RESOURCES</b>	<b>5</b>	<b>4.09</b>	<b>3.73</b>	<b>4.45</b>	<b>4.91</b>	<b>3.73</b>	<b>4.09</b>	<b>3.73</b>	<b>4.22</b>	
<b>PERFORMANCE GOAL: SCHOOL FACILITES</b>	<b>Worth 10% or \$1,000</b>								<b>%</b>	<b>VALUE</b>
	<b>(Indicate percentage as 100, 75, 50, 25, 0 of goal met)</b>									
- Identify and purchase land for new elementary school.	75	100	75	75	100	0	75	50		
- Planning and implementation of construction of Learning Way and Central CTE.	100	100	100	100	100	75	100	75		
- Continue to monitor Cascade construction project completion and planning for move.	100	100	100	100	100	85	100	100		
- Continue to place emphasis on improving all outdoor facilities while maintaining each facility.	100	75	75	100	100	95	100	100		
<b>TOTAL MEAN SCORE FOR PERFORMANCE GOAL: FACILITIES</b>	<b>94%</b>	<b>94%</b>	<b>88%</b>	<b>94%</b>	<b>100%</b>	<b>64%</b>	<b>94%</b>	<b>81%</b>	<b>88.63%</b>	<b>\$886.30</b>
<b>PERFORMANCE GOAL: FINANCIAL MANAGEMENT</b>	<b>Worth 10% or \$1,000</b>								<b>%</b>	<b>VALUE</b>
	<b>(Indicate percentage as 100, 75, 50, 25, 0 of goal met)</b>									
- No major findings in School Financial Audits.	100	100	100	100	100	90	100	100		
- Assures a fiscally responsible budget and conservative expenditures and continued growth of fund balance.	100	100	100	100	100	90	100	100		
<b>TOTAL MEAN SCORE FOR PERFORMANCE GOAL: FINANCIAL MANAGEMENT</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>90%</b>	<b>100%</b>	<b>100%</b>	<b>98.75%</b>	<b>\$987.50</b>

**VISION**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>		
1. Works effectively with board, staff, and community to develop long-range strategic plans.	5	3	4	4	5	3	4	3		
2. Initiates communication and facilitates cooperation and collaboration among staff regarding the district's mission, curriculum and program initiatives.	5	3	4	4	4	4	3	3		
3. Keeps board and community informed of progress towards long-range goals.	5	4	3	3	4	3	3	3		
4. Clearly articulates system's vision, mission and priorities to community and media.	5	4	3	4	5	3	3	4		
5. Inspires others to achieve the vision of the school system.	5	4	3	4	4	3	3	3		
6. Recognizes and celebrates the contributions of school community members to the realization of the vision.	5	4	4	4	5	4	3	4		
7. Ensures that the vision shapes the educational programs, plans, and activities.	5	3	4	4	5	3	3	4		
8. Uses assessment data related to student learning to develop the school district vision and goals.	5	3	4	4	5	3	3	4		
9. Uses relevant demographic data pertaining to students and their families in developing the school district mission and goals.	5	3	4	4	4	3	3	4		
10. Seeks and obtains needed resources to support the implementation of the school district mission and goals.	5	3	3	4	5	3	3	3		
11. Monitors, evaluates and advises the vision, mission, and implementation plans regularly.	5	4	3	4	4	3	3	3		
<b>TOTAL MEAN SCORE FOR VISION</b>	<b>5</b>	<b>3.45</b>	<b>3.55</b>	<b>3.91</b>	<b>4.55</b>	<b>3.18</b>	<b>3.09</b>	<b>3.45</b>	<b>3.77</b>	

**STUDENT ACHIEVEMENT**

	A	B	C	D	E	F	G	H		
1. Develops, implements, promotes and monitors continuous improvement in student achievement by using a variety of appropriate techniques.	5	3	4	4	5	3	3	4		
2. Applies effective methods of providing, monitoring, evaluating and reporting student achievement.	5	4	4	4	5	3	3	4		
3. Establishes curriculum planning to anticipate occupational trends and school-to-career needs.	5	3	4	4	5	3	4	4		
4. Uses child development and learning theories to create developmentally appropriate curriculum and instruction.	5	3	4	4	4	3	3	4		
5. Develops the curriculum design and delivery system based on curricular and assessment standards as well as effective and innovative practices.	5	3	4	4	4	3	3	4		
6. Provides equitable access for students and staff to technologies that facilitate productivity and enhance learning.	5	4	3	4	5	5	3	4		
7. Involves faculty and stakeholders in enhancement and renewal of curriculum to ensure alignment of curriculum, instruction and assessment.	5	4	3	4	5	3	3	4		
8. Reviews analyses of student academic achievement through standardized test results and other academic sources.	5	4	4	4	5	3	3	4		
9. Applies and communicates qualitative and quantitative findings to identify strengths and weaknesses in programs and practices in order to ensure continuous improvement.	5	3	4	4	4	3	3	4		
10. Develops, monitors and assesses district and school improvement plans, including the regular review and analysis of district's test scores by school and sub-groups.	5	4	4	4	5	3	3	4		
11. Formulates plan to assess appropriate teaching methods and classroom management strategies for all learners.	5	3	4	4	4	3	3	4		
12. Analyzes available instructional resources including applications of technology and assign them in cost effective and equitable manner to enhance student outcomes.	5	3	4	4	5	4	3	4		
13. Works collaboratively with members of the staff in using student achievement data to determine relevant professional development opportunities.	5	4	4	4	5	4	3	4		
14. Meets with principals regularly to provide feedback on goal achievement and to assess ongoing school improvement efforts.	5	4	4	5	5	4	3	4		
15. Encourages various staffing patterns, student grouping plans, class scheduling plans, school organizational structures and facilities design processes to support various teaching strategies and desired student outcomes.	5	3	3	4	5	4	3	4		
16. Reviews, reports and reacts appropriately to state accountability measures.	5	4	4	4	4	4	3	4		
17. Identifies, clarifies, and addresses barriers to student learning.	5	3	3	4	4	4	3	4		
18. Recognizes and celebrates student accomplishments.	5	4	4	4	5	4	3	4		
19. Models learning for students.	5	4	4	4	5	3	3	4		
<b>TOTAL MEAN SCORE FOR STUDENT ACHIEVEMENT</b>	<b>5</b>	<b>3.53</b>	<b>3.79</b>	<b>4.05</b>	<b>4.68</b>	<b>3.47</b>	<b>3.05</b>	<b>4</b>	<b>3.95</b>	

<b>PERFORMANCE GOAL: PROMOTE ACHIEVEMENT ACROSS THE SYSTEM</b> <b>of goal met)</b>	<b>Worth 50% or \$5,000.00</b> <b>(Indicate percentage as 100, 75, 50, 25, 0</b>									<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>%</b>	<b>VALUE</b>
- All Bedford County schools receive a minimum of Level 3 or higher in gains on the TVAAS system.	75	75	50	50	50	25	50	50											
- A district determination of "Satisfactory" or higher in district accountability measure.	100	100	100	100	100	75	100	100											
- System-wide graduation rate of 92%.	75	100	75	91.3	75	95	100	98											
- Improve system-wide ACT composite average to 21.	75	75	50	90	50	75	75	93											
- Overall absenteeism not to exceed 10%.	75	50	25	80	50	75	75	77											
<b>TOTAL MEAN SCORE FOR PERFORMANCE GOAL: ACHIEVEMENT</b>	<b>80%</b>	<b>80%</b>	<b>60%</b>	<b>82%</b>	<b>65%</b>	<b>69%</b>	<b>80%</b>	<b>84%</b>	<b>75%</b>										<b>\$3750</b>
<b>PERFORMANCE GOAL: INCREASE USE OF TECHNOLOGY IN SCHOOLS</b> <b>of goal met)</b>	<b>Worth 5% or \$500.00</b> <b>(Indicate percentage as 100, 75, 50, 25, 0</b>																	<b>%</b>	<b>VALUE</b>
- Continue to purchase devices and system infra-structure for TNReady and TCAP assessments	100	100	100	100	100	85	100	100											
- Add additional 1 to 1 pilot classrooms throughout the system and add support for current 1 to 1 classrooms	100	100	100	90	100	85	100	100											
<b>TOTAL MEAN SCORE FOR PERFORMANCE GOAL: TECHNOLOGY</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>95%</b>	<b>100%</b>	<b>85%</b>	<b>100%</b>	<b>100%</b>	<b>97.5%</b>										<b>\$487.50</b>

RATING SYSTEM: 5-Exemplary Performance, 4-Above Expectations, 3-At Expectations, 2-Below Expectations, 1-Needs Improvement

**MANAGEMENT AND OPERATIONS**

	A	B	C	D	E	F	G	H		
1. Recognizes, students and applies emerging trends as appropriate.	5	3	4	4	4	3	3	4		
2. Ensures that operational plans and procedures to achieve the vision and goals of the school district are in place.	5	3	4	4	5	3	3	3		
3. Manages time to maximize attainment of organizational goals.	5	3	3	5	5	3	3	4		
4. Identifies potential problems and opportunities.	5	3	3	4	5	3	3	3		
5. Confronts and resolves problems in a timely manner.	5	3	3	4	5	3	3	3		
6. Aligns financial, human, and material resources to the goals of school district.	5	4	3	4	5	3	4	4		
7. Identifies multiple points of view for problem solving situation and involves stakeholders in decisions affecting schools.	5	4	4	4	4	3	3	4		
8. Solicits staff input to discuss issues and to promote effective problem-framing and problem-solving skills.	5	3	4	4	4	3	3	3		
9. Demonstrates professional and effective conflict resolution skills.	5	3	4	4	4	3	3	4		
10. Uses effective group-process and consensus building skills.	5	3	4	4	4	3	3	4		
11. Uses effective communication skills.	5	3	4	5	5	3	3	3		
12. Participates in professional learning that is aligned with strategic plan and enhances leadership skills.	5	3	4	4	5	3	3	4		
13. Implements and enforces school district code of conduct and appropriate and effective disciplinary policies, procedures and programs in a timely and consistent manner.	5	3	3	4	5	4	3	4		
14. Promotes a climate of trust and teamwork within the district.	5	3	3	4	5	4	3	3		
15. Clearly communicates expectations regarding behavior and procedures for handling disciplinary problems to students, staff, parents and other members of the community.	5	3	4	4	5	3	3	4		
16. Establishes procedures and practices for dealing with emergencies such as weather, threats to the school, student violence and trauma.	5	4	4	5	5	5	3	4		
<b>TOTAL MEAN SCORE FOR MANAGEMENT AND OPERATIONS</b>	<b>5</b>	<b>3.19</b>	<b>3.63</b>	<b>4.19</b>	<b>4.69</b>	<b>3.25</b>	<b>3.06</b>	<b>3.63</b>	<b>3.83</b>	

<b>PERFORMANCE GOAL: PROMOTE A TEAM APPROACH AT EVERY LEVEL ACROSS THE SYSTEM</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>%</b>	<b>VALUE</b>
<b>Worth 5% or \$500.00</b> <b>(Indicate percentage as 100, 75, 50, 25, 0 of goal met)</b>										
- Hold regular staff meetings with supervisors when needed.	100	100	100	100	100	85	100	90		
- Monthly administrative meetings with supervisors and principals	100	100	100	100	100	90	100	100		
- Conduct smaller "grade level" or departmental meetings throughout the year to discuss common problems and solutions to their respective levels.	100	100	75	100	75	90	100	50		
- Continue to improve the working relationship between the Central Office and the schools.	100	75	50	90	75	75	75	70		
- Hold end-of-year retreat with supervisors and principals to debrief and plan for next year.	100	100	100	100	100	85	100	100		
<b>TOTAL MEAN SCORE FOR PERFORMANCE GOAL: TEAM APPROACH</b>	<b>100%</b>	<b>95%</b>	<b>85%</b>	<b>98%</b>	<b>90%</b>	<b>85%</b>	<b>95%</b>	<b>82%</b>	<b>91.25%</b>	<b>\$456.25</b>

**INTEGRITY, FAIRNESS AND ETHICS**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>		
1. Examines personal and professional values to develop a personal and professional code of ethics that demonstrates personal integrity.	5	4	4	4	5	4	4	4		
2. Demonstrates values, beliefs, and attitudes that inspire others to higher levels of performance.	5	4	4	4	4	3	4	4		
3. Serves as a role model.	5	3	4	4	5	4	4	4		
4. Accepts responsibility for school operations.	5	3	4	4	5	3	4	4		
5. Considers the impact of one's administrative practices on others.	5	3	4	4	5	3	4	4		
6. Uses the influence of the office to enhance the educational program rather than for personal gain.	5	4	4	4	5	4	4	4		
7. Treats people fairly, equitably, and with dignity and respect.	5		4	5	5	5	4	4		
8. Protects the rights and confidentiality of students and staff.	5	4	4	5	5	5	4	4		
9. Demonstrates appreciation for and sensitivity to the diversity in the school community.	5	3	4	4	4	5	4	4		
10. Exhibits multicultural and ethnic understanding and sensitivity.	5	3	4	4	4	4	4	4		
11. Recognizes and respects the legitimate authority of others.	5	3	4	5	5	4	4	4		
12. Examines and considers the prevailing values of the diverse school community.	5	3	4	4	4	4	4	4		
13. Expects and promotes that others in the school community will demonstrate integrity and exercise ethical behavior throughout the district.	5	4	4	5	5	4	4	4		
14. Fulfills legal and contractual obligations.	5	4	4	5	5	4	4	4		
15. Applies laws and procedures fairly, wisely, and considerately.	5	4	4	5	5	4	4	4		
16. Maintains the physical and emotional wellness necessary to meet the responsibilities of the position.	5	3	4	4	4	4	4	4		
<b>TOTAL MEAN SCORE FOR INTEGRITY, FAIRNESS AND ETHICS</b>	<b>5</b>	<b>3.44</b>	<b>4</b>	<b>4.38</b>	<b>4.69</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4.19</b>	

RATING SYSTEM: 5-Exemplary Performance, 4-Above Expectations, 3-At Expectations, 2-Below Expectations, 1-Needs Improvement

**POLITICAL/SOCIAL/CULTURAL CONTEXT**

	A	B	C	D	E	F	G	H			
1. Ensures that the environment in which schools operate is influenced on behalf of students and their families.	5	3	4	5	4	4	4	4			
2. Ensures that communication occurs among the school community concerning trends, issues, and potential changes in the environment in which schools operate.	5	3	4	4	4	3	3	3			
3. Ensures that there is ongoing dialogue with representatives of diverse community groups.	5	3	3	4	3	4	3	4			
4. Ensures that the school community works within the framework of policies, laws, and regulations enacted by local, state, and federal authorities.	5	4	3	4	5	4	4	4			
5. Ensures that lines of communication are developed with decision-makers outside the school community.	5	4	3	4	4	4	3	3			
6. Promotes and expects a district-based climate of tolerance, acceptance and civility.	5	3	4	4	5	4	4	4			
7. Establishes a culture that encourages responsible risk-taking while requiring accountability for results.	5	4	4	4	4	3	3	3			
<b>TOTAL MEAN SCORE FOR POLITICAL/SOCIAL/CULTURAL CONTEXT</b>	<b>5</b>	<b>3.43</b>	<b>3.57</b>	<b>4.14</b>	<b>4.14</b>	<b>3.71</b>	<b>3.43</b>	<b>3.57</b>	<b>3.87</b>		
<b>PERFORMANCE GOAL: CONTINUE TO IMPROVE THE CULTURE OF THE SCHOOL SYSTEM</b>									<b>Worth 5% or \$500.00</b>	<b>%</b>	<b>VALUE</b>
<b>(Indicate percentage as 100, 75, 50, 25, 0 of goal met)</b>											
- Work with supervisors and principals in promoting a student-centered learning environment.	100	100	100	100	100	85	100	85			
- Promote teaching to all students, regardless of subgroup.	100	100	100	100	100	90	100	100			
- Re-establish Professional Learning Communities (PLCs) throughout the system.	100	75	100	100	100	80	100	90			
- Facilitate “family friendly” schools by removing barriers that cause a negative attitude toward school visits and the schools themselves.	100	100	75	100	75	85	75	70			
<b>TOTAL MEAN SCORE FOR PERFORMANCE GOAL: CULTURE</b>	<b>100%</b>	<b>94%</b>	<b>94%</b>	<b>100%</b>	<b>94%</b>	<b>85%</b>	<b>94%</b>	<b>86%</b>	<b>93.38%</b>	<b>\$466.90</b>	

**SCORES OF A 2 OR BELOW REQUIRE COMMENTARY.** PROVIDE REQUIRED OR VOLUNTARY COMMENTS HERE:



## Superintendent's Documentation for 2018-19 Goals

### Continue to Improve the Culture of the School System

- Work with supervisors and principals in promoting a student-centered learning environment
- Promote teaching to all students, regardless of subgroup
- Re-establish Professional Learning Communities (PLC's) throughout the system
- Facilitate "family friendly" schools by removing barriers that cause a negative attitude toward school visits and the schools
  - Continued Schoolwide Positive Behavior Support (SWPBS) program across the system
  - Ongoing requirement of PLCs in all schools
  - Numerous meeting with administrators/grade level teachers for instruction of subgroups as part of Response to Intervention (RTI)
  - Conducted meetings with administrators to promote their schools as "family friendly"
  - Planned and advocated for continuous improvement of facilities at schools across the system
  - Increased dialogue with building principals to improve school culture, communication, and instruction based on the needs of each individual school

### Promote a Team Approach at Every Level Across the System

- Hold regular staff meetings with supervisors when needed.
- Monthly administrative meetings with supervisors and principals
- Conduct smaller "grade level" or departmental meetings throughout the year to discuss common problems and solutions
- Continue to improve the working relationship between the Central Office and the schools
- Hold end-of-year retreat with supervisors and principals to debrief and plan for next year
  - Regular staff meeting with instructional team/supervisors (see attached calendar)
  - Conducted administrative meetings with supervisors and principals (see attached calendar)
  - Held annual administrator's retreat at the end of the school year. Debriefed previous year, planning for upcoming year, training and legal updates for principals and assistant principals.
  - Starting Smart new teacher orientation – addressed all the new teachers in our system
  - Required Professional Learning Communities (PLCs) in all schools
  - Addressed all new teachers at system-wide in service
  - Numerous grade level and sub-group level meetings on curriculum standards conducted almost weekly

- Additional Financial Management Training for Principals and Bookkeepers in January
- Staff Development presentations for new staff from the Office of Civil Rights
- Additional training for schools on school security

**Enhance and Improve Communication with All Groups**

- Be visible in all schools
- Conduct meetings to seek opinions and feedback
- Regularly update the Board of Education via emails
- Post a monthly superintendent's newsletter to general public on website
- Update the Budget 101 document that was previously implemented
  - Addressed all teachers during CORE conference
  - Teacher recruitment at MTSU and other universities
  - Met with Youth Leadership Bedford
  - Spoke to various PTOs and civic clubs throughout the year
  - Certified school system with the Chamber's 3 Star Award
  - Encourage an open line of communication to my office
  - Member of Joint Economic Development Board, Workforce Development Area Six Board of Directors, local Chamber of Commerce Board of Directors, Technology Advisory panel
  - Ready, Set, Go kindergarten orientation in the spring
  - Continue with Partners in Education program implemented with the Chamber to match local business partners with each of our schools
  - Regularly updated the Board of Education via emails
  - Issued a superintendent newsletter in English and Spanish to all staff and stakeholders via the school website, emails, School Messenger and social media
  - Updated Budget 101 document developed to inform stakeholders on budget basics
  - Friday briefings
  - Represented the school system at numerous community functions such as Boys and Girls Club, United Way, school activities, school ballgames, Boy Scouts, Senior Citizens, CTE Committee
  - Started doing a monthly radio show on local radio station highlighting various topics throughout the school system
  - Increased the social media information through newsletters, Twitter, Facebook, and Instagram

### **Promote Leadership**

- Conduct leadership training and meetings with assistant principals
- Work with younger, inexperienced principals to become effective leaders
- Work with Lipscomb University leadership academy and provide support for potential administrators
  - Conducted regular monthly principal meetings and other smaller grade level/school level principal's meetings as needed. One on one meetings with principals to seek input on various issues.
  - Involving assistant principals in more Student Discipline Authority hearings to gain experience as administrators.
  - All principals participated/attended Leadership 101,202,303 training by the Tennessee Department of Education
  - Joined in partnership with Lincoln, Marshall, and Maury County school systems in conjunction with Lipscomb University to identify and train potential administrator candidates.
  - Attend TOSS meetings and other trainings and bring that information back to pass along to administrators
  - Attended the State Superintendent's Conferences in September and February
  - Served on MTSU Leadership Board for education department

### **Promote Achievement Across the System**

- All Bedford County schools receive a minimum of Level 3 or higher in gains on the TVAAS system
- A district determination of "Satisfactory" or higher in district accountability measure
- System-wide graduation rate of 92%
- Improve system-wide ACT composite average to 21
- Overall absenteeism not to exceed 10%
- No major findings in School Financial Audits
  - Regular meetings with the District Data Team to analyze data and planning
  - Placed an increased emphasis with Instructional Supervisors and School Administrators in raising ELA scores and improving ELA instruction in collaboration with Instruction Partners during the Spring of 2019 and the Fall of 2019. Continued emphasis with Instruction Partners will continue during the Spring of 2020
  - District determination rose from "Needs Improvement" to "Satisfactory" in district accountability measure
  - Thomas Magnet was named a Rewards School
  - Liberty moved off the Targeted Support list
  - Graduation rate of 91.3% - an increase of 0.4% over previous school year
  - System-wide ACT composite average of 19.5 – an 0.4% increase
  - Overall absenteeism 13.1% - a 1.2% decrease over previous year.
  - There were no major findings in school financial audits

- Increased involvement with local TCAT, Shelbyville to increase offerings to high school students
- TVAAS Data (see below)

	2018 School Wide Composite	2019 School Wide Composite
Cascade Elementary	4	2
Cascade Middle School	3	3
Cascade High School	4	1
Eakin Elementary	1	1
Shelbyville Central High	1	5
Harris Middle School	1	4
Community Elementary	1	1
Community Middle School	3	4
Community High School	1	3
Learning Way Elementary	1	3
East Side Elementary	1	2
Liberty Elementary	1	2
South Side Elementary	1	1
Thomas Magnet School	1	3

### School Facilities

- Identify and purchase land for new elementary school
- Planning and implementation of construction of Learning Way and Central CTE
- Continue to monitor Cascade construction project completion and planning for move
- Continue to place emphasis on improving all outdoor facilities while maintaining each facility
  - Monitored progress on construction and completion of Cascade (logistics of moving into new building; updates to middle school; furniture and technology; meetings with architects, planners, construction superintendent, Bell Buckle representatives over issues. Opened new Cascade High in August 2019.
  - Planned for Learning Way addition and other capital projects
  - Planned and advocated for funding projects through capital outlay at schools across the system
  - Continue to work with board to keep current the master building plan

- Capital outlay improvements – SCHS Track, Cascade Middle theater seats and air vent doors, Eastside gym, Southside gym, Liberty parking lot, football stadium improvements at Cascade and Community
- Continuous planning with Daniel Kleindienst on facilities improvement across the system
- Meetings on energy savings with Daniel Kleindienst

#### **Increase Use of Technology in Schools**

- Continue to purchase devices and system infra-structure for TNReady and TCAP assessments
- Add additional 1 to 1 pilot classrooms through the system and add support for current 1 to 1 classrooms
  - Through budget have more than adequately addressed the technology needs to meet TN Ready and TCAP assessments
  - The number of desktops, laptops & Macbooks in the 2018-19 school year was 6,750. This number increased over the summer to start the 2019-20 school year with 8,736 devices.
  - Continue working towards open source for textbooks through professional development with teachers
  - Purchased laptops for all teachers
  - Expanded one to one classrooms in preparation for one to one across the system

## **Superintendent Goals for 2019-20 School Year Bedford County Department of Education**

### **Continue to Improve the Culture of the School System**

- ❖ Engage with Supervisors and School Administrative teams in promoting a student-centered learning environment.
- ❖ Continue with Professional Learning Community work.
- ❖ Facilitate and promote “family friendly” schools by removing barriers that cause a negative attitude towards our schools.
- ❖ Increase community outreach opportunities.
- ❖ Increase family involvement programs throughout the system.

### **Promote a Team Approach at Every Level Across the System**

- ❖ Hold regular staff meetings with various levels of leadership teams.
- ❖ Monthly administrative team meetings with supervisors and principals
- ❖ Conduct smaller grade level meetings and departmental meetings throughout the year.
- ❖ Conduct one-on-one meetings with Principals to discuss areas of need.
- ❖ Provide support for Principals and Assistant Principals in handling difficult problems.

### **Enhance and Improve Communications with All Groups**

- ❖ Coordinate with the system-wide Communications Coordinator to promote positive interactions between the schools and community.
- ❖ Promote the school system through social media and system-wide newsletters.
- ❖ Regularly update the Board of Education via emails.
- ❖ Update the Budget 101 document each year to reflect each school year’s budget.

### **Promote Leadership**

- ❖ Conduct leadership training and meetings with Assistant Principals and less experienced Principals.
- ❖ Work with younger, less experienced Principals to become effective leaders.
- ❖ End-of-year Retreat with all supervisors, principals and assistant principals to plan for upcoming school year.

## **Promote Achievement Across the System**

- ❖ All schools receive a minimum of Level 3 or higher in gains on the TVAAS system
- ❖ A district determination of “Satisfactory” or higher in district accountability measure
- ❖ System-wide Graduation Rate of 92% or higher
- ❖ System-wide ACT composite average of 21
- ❖ Overall absenteeism rate not to exceed 10%
- ❖ Increase ELPA success rate.
- ❖ Increase proficiency in ELA.

## **School Facilities**

- ❖ Identify and purchase land for new elementary school.
- ❖ Continue to update 10 year building plan.
- ❖ Monitor Learning Way construction project.
- ❖ Continue to monitor, coordinate, and plan to update facility needs across the system.
- ❖ Improve outdoor facilities throughout the system.
- ❖ Coordinate with the maintenance department to develop a long-range capital outlay plan for roofs, HVAC, boilers, etc.
- ❖ Begin to develop a rezoning plan for new elementary school.
- ❖ Develop and implement a comprehensive energy management plan.

## **Technology in Classrooms**

- ❖ Continue to update infrastructure requirements as needed for testing and curriculum.
- ❖ Monitor and evaluate the one-to-one device program started this year in the high schools.
- ❖ Continue to increase the number of computers and other devices in our schools.
- ❖ Have a comprehensive plan in place for technology in schools.

## **Human Capital**

- ❖ Recruit and retain highly effective teachers for our schools.
- ❖ Increase the pay for all employees.
- ❖ Provide more benefits for all employees.
- ❖ Begin to Grow Our Own future teachers through middle school and high school courses.
- ❖ Strive for Competitive wages and benefits for all employees.

## **School Safety**

- ❖ Provide a safe learning environment for all students and employees.
- ❖ Continue to work with the local Sheriff's Department in providing and training highly effective Student Resource Officers.
- ❖ Continue to monitor and maintain comprehensive safety plans for each school in conjunction with local law enforcement and emergency management agencies.

## **Financial Management**

- ❖ No major findings in School Financial Audits
- ❖ Work with County Commission in obtaining funds for new school.
- ❖ Maintain a fiscally responsible budget, conservative expenditures and continued growth of fund balance.

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the    day of    in the year  
(In words, indicate day, month and year.)

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

~~Owner of Contract:~~ *Contract Agent*  
Bedford County Department of Finance  
200 Dover Street, Suite 102  
Shelbyville, TN 37160

Also

*and Facility*  
~~Property~~ Owner:  
Bedford County Board of Education  
500 Madison Street  
Shelbyville, TN 37160

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

Davis Stokes Collaborative, P.C.  
7121 Crossroads Blvd.  
Brentwood, TN 37027

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

Community High School Classroom Addition  
Unionville, TN  
**Architect Project No: 19040**

The Project consists of an approximately 24,000 square foot classroom addition to the existing Community High School.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

Init.

**TABLE OF ARTICLES**

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

**ARTICLE 1 INITIAL INFORMATION**

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

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

§ 1.1.1 The Owner's program for the Project:

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

To Be Determined – Bedford County Board of Education

§ 1.1.2 The Project's physical characteristics:

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

To Be Determined

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

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

The Project construction cost shall be determined by low bid.

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

- .1 Design phase milestone dates, if any:

To Be Determined

Init.

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bid – Building shall be issued as a single package.

§ 1.1.6

*(Paragraphs deleted)*

**DELETED**

§ 1.1.6.1 DELETED

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

.1

Construction Oversight Manager:  
Mr. Jeff Sweeney  
Office: 615-892-0599

*School Representative ??*

.2

County Building Codes:  
To Be Determined  
Office: 931-685-1336

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

.1

Finance Director:  
Mr. Robert Daniel  
200 Dover Street, Suite 110  
Shelbyville, TN 37160  
Office: 931-685-2024  
Mobile: 931-703-1799

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1

Geotechnical Engineer:

To Be Determined

.2

Civil Engineer:

To Be Determined

Init.

- .3 Other, if any:  
(List any other consultants and contractors retained by the Owner.)

Surveyor – To Be Determined  
Materials Testing – To Be Determined  
Sewerage Plant Expansion – To Be Determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

John W. Davis  
7121 Crossroads Blvd.  
Brentwood, TN 37027  
Office: 615-726-0010  
Mobile: 615-351-7857

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Latta Structural Engineers, LLC  
Trent Latta  
8005 Church St. E., Suite 216  
Brentwood, TN 37027  
Office: 615-750-3268  
Mobile: 615-714-3832

- .2 Mechanical Engineer:

Entech Engineering  
Mitch Simpson  
5301 Virginia Way, Suite 140  
Brentwood, TN 37027  
Office: 615-373-2640  
Mobile: 615-512-5046

- .3 Plumbing Engineer:

Entech Engineering  
Mitch Simpson  
5301 Virginia Way, Suite 140  
Brentwood, TN 37027  
Office: 615-373-2640  
Mobile: 615-512-5046

- .4 Electrical Engineer:

Entech Engineering  
Robert Albritton  
5301 Virginia Way, Suite 140  
Brentwood, TN 37027  
Office: 615-373-2640  
Mobile: 615-512-5046

**.5 Fire Protection Engineer:**

Entech Engineering  
Mitch Simpson  
5301 Virginia Way, Suite 140  
Brentwood, TN 37027  
Office: 615-373-2640  
Mobile: 615-512-5046

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

To Be Determined

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

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

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

*(Paragraph deleted)*

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

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

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

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

**§ 2.5.1** Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) for each occurrence and Three Million Dollars (\$ 3,000,000.00 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and

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property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 1,000,000.00 ) policy limit.

? { § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Four Million Dollars (\$ 4,000,000.00 ) per claim and Four Million Dollars (\$ 4,000,000.00 ) in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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

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

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

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

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

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Owner shall make payment directly to governmental authorities for review fees including but not limited to TDEC and TFM.

### § 3.2 Schematic Design Phase Services

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

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

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 Construction Documents Phase Services**

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

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

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

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

**§ 3.5.2 Competitive Bidding**

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

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

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

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

*(Paragraphs deleted) 3.5.3.1 / 3.5.3.2*

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or

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procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Payment Certificate of Final Completion with Certificate of Occupancy from the Bedford County Codes Department. ??

### § 3.6.2 Evaluations of the Work

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

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

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means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

#### § 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect in conjunction with the Owner's Construction Oversight Manager shall review Contractor prepared Change Orders for the Owner's approval and execution in accordance with the Contract Documents. The Architect in conjunction with the Owner's Construction Oversight Manager shall prepare Construction Change Directives for Owner's approval.

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

§ 3.6.5.3 All Change Order Requests (COR) must be submitted in writing ten business days prior to work being done and signed by Owner before Owner is in agreement to COR and will guarantee payment. If this is not done prior to work being done, then payment is void, and Contractor relinquishes all rights to payment. Request must be signed by Contractor and Architect prior to being sent to Owner.

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**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. At Substantial Completion, the Architect shall assist the Owner’s Construction Oversight Manager and County Building Codes Department in developing a punchlist of incomplete or defective items and valuing said items of work.

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

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

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

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

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

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<b>§ 4.1.1.1</b> Programming	
<b>§ 4.1.1.2</b> Multiple preliminary designs	
<b>§ 4.1.1.3</b> Measured drawings	
<b>§ 4.1.1.4</b> Existing facilities surveys	
<b>§ 4.1.1.5</b> Site evaluation and planning	
<b>§ 4.1.1.6</b> Building Information Model management responsibilities	
<b>§ 4.1.1.7</b> Development of Building Information Models for post construction use	
<b>§ 4.1.1.8</b> Civil engineering	

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	
§ 4.1.1.31 State required structural analysis of existing Building. Seismic Design	

**§ 4.1.2 Description of Supplemental Services**

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

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

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

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

*(Paragraph deleted)*

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this

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Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

*(Paragraph deleted)*

- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .4 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;

*(Paragraph deleted)*

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

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation; or
- .3 Evaluating an extensive number of Claims as the Initial Decision Maker;

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

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

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

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

§ 5.11 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

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

*(Paragraph deleted)*

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to

Init.

modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

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

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

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

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

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

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

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of

the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

## § 8.2 Litigation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be resolved by the party wishing to pursue same by initiation of an action either in the Chancery or Circuit Courts of Bedford County, Tennessee. The appropriate jurisdiction shall be Tennessee, the appropriate venue shall be Bedford County, and Tennessee law shall apply.

*(Paragraphs deleted)*

## ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

**.1 Termination Fee:**

The Architect shall be compensated for work completed.

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

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To Be Determined

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

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

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

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

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

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

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

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

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

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or

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unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The design and documentation of this Project are based upon the Architect's professional judgment concerning regulations currently available for implementation of the Americans with Disabilities Act of 1990. Those regulations are still in the process of refinement, and their interpretation and application on actual projects are yet to be determined. As a result, the Architect shall not be responsible for variations from information reasonably available at the time of the design of this Project. Services necessary to bring the Project into compliance with subsequent regulations or their interpretation or application shall be performed as Additional Services and compensation shall be provided as detailed in this Agreement.

## ARTICLE 11 COMPENSATION

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

.1

*(Paragraphs deleted)*

Percentage Basis

*(Insert percentage value)*

Seven (7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3

Other

*(Describe the method of compensation)*

Fee to be billed on a monthly basis on the percentage of work complete for the completion of each phase as set forth in Section 11.5.

### § 11.2

*(Paragraphs deleted)*

**Deleted**

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Amount agreed to in writing by Owner or hourly per the following schedule:

Hourly Rates

Principal	\$250.00
Team Leader	\$200.00
Architect	\$185.00
Project Manager	\$150.00
Project Coordinator	\$115.00
Clerical	\$ 90.00

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent ( 0.5%), or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

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

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Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Twenty	percent (	20	%)
Procurement Phase	Fifteen	percent (	15	%)
Construction Phase	Fifteen	percent (	15	%)
Completion of construction and delivery of Certificate of Occupancy	Ten	percent (	10	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

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

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

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

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;
- .4 Postage, handling, and delivery;

(Paragraph deleted)

- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

(Paragraph deleted)

- .6 All taxes levied on professional services and on reimbursable expenses;
- .7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .8 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent ( 5 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

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

*(Paragraph deleted)*

**§ 11.10.2 Progress Payments**

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

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

zero % 0

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

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

Not Applicable

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

*(Paragraphs deleted)*

- .2 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

- AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

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

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

Init.

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

\_\_\_\_\_  
**OWNER** (Signature)

Robert Daniel,  
Bedford County ~~Comptroller~~  
(Printed name and title)



\_\_\_\_\_  
**ARCHITECT** (Signature)

John W. Davis, Principal  
(Printed name, title, and license number, if required)

Init.

**Bedford County, Tennessee**  
**Bedford County Schools**  
**Analysis of Property Tax Collections - 40110**

	Actual Collections			Collections as a Percentage of Budget		
	2020-21	2019-20	Difference	2020-21	2019-20	Difference
July	-	-	-	-	-	-
August	3,652.11	(60.04)	3,712.15	0.04	-	0.04
September	-	391,735.77	-	-	-	-
October	-	436,039.86	-	-	-	-
November	-	403,114.20	-	-	-	-
December	-	2,855,127.82	-	-	-	-
January	-	614,710.81	-	-	-	-
February	-	3,665,816.74	-	-	-	-
March	-	312,221.36	-	-	-	-
April	-	55,810.09	-	-	-	-
May	-	121,523.92	-	-	-	-
June	-	76,118.16	-	-	-	-
<b>Total</b>	<b>3,652.11</b>	<b>8,932,158.69</b>	<b>3,712.15</b>			

**Bedford County, Tennessee**  
**Bedford County Schools**  
**Analysis of Prior Yr. Property Tax Collections - 40120**

	Actual Collections			Collections as a Percentage of Budget		
	2020-21	2019-20	Difference	2020-21	2019-20	Difference
July	8,928.46	11,434.49	(2,506.03)	2.98	3.81	(0.83)
August	27,186.14	20,054.65	7,131.49	12.04	10.50	1.54
September	-	16,307.71	-	-	-	-
October	-	11,900.28	-	-	-	-
November	-	8,927.35	-	-	-	-
December	-	26,500.02	-	-	-	-
January	-	20,506.10	-	-	-	-
February	-	9,743.70	-	-	-	-
March	-	36,181.50	-	-	-	-
April	-	-	-	-	-	-
May	-	-	-	-	-	-
June	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Total</b>	<b>36,114.60</b>	<b>161,555.80</b>	<b>4,625.46</b>			

**Bedford County, Tennessee**  
**Bedford County Schools**  
**Analysis of Circuit Clk/Clerk & Master Collections Prior Yr - 40130**

	<b>Actual Collections</b>			<b>Collections as a Percentage of Budget</b>		
	<b>2020-21</b>	<b>2019-20</b>	<b>Difference</b>	<b>2020-21</b>	<b>2019-20</b>	<b>Difference</b>
July	(630.20)	-	(630.20)	-	-	-
August	9,138.96	8,224.05	914.91	3.78	3.66	0.12
September	-	9,011.00	-	-	-	-
October	-	3,691.96	-	-	-	-
November	-	7,163.35	-	-	-	-
December	-	6,344.94	-	-	-	-
January	-	7,658.01	-	-	-	-
February	-	12,098.86	-	-	-	-
March	-	10,644.71	-	-	-	-
April	-	14,325.83	-	-	-	-
May	-	9,070.76	-	-	-	-
June	-	33,539.97	-	-	-	-
	-	-	-	-	-	-
<b>Total</b>	<b>8,508.76</b>	<b>121,773.44</b>	<b>284.71</b>			

**Bedford County, Tennessee**  
**Bedford County Schools**  
**Analysis of Sales Tax Collections - 40210**

	Actual Collections			Collections as a Percentage of Budget		
	2020-21	2019-20	Difference	2020-21	2019-20	Difference
July	-	-	-	-	-	-
August	293,638.09	233,574.94	60,063.15	10.61	8.61	2.00
September	-	222,858.77	-	-	-	-
October	-	228,764.60	-	-	-	-
November	-	232,391.43	-	-	-	-
December	-	225,154.69	-	-	-	-
January	-	218,040.96	-	-	-	-
February	-	287,888.17	-	-	-	-
March	-	204,921.74	-	-	-	-
April	-	224,218.46	-	-	-	-
May	-	256,672.83	-	-	-	-
June	-	575,261.00	-	-	-	-
	-	-	-	-	-	-
<b>Total</b>	<b>293,638.09</b>	<b>2,909,747.59</b>	<b>60,063.15</b>			

Bedford County Board of Education

Fund	Account Number	Description	Actual	Budget	Unencumbered	2020-21
						Percentage Used
General Purpose School	71100-355	Travel - Instruction	-	15,040	15,040	0.00%
General Purpose School	71100-524	In-Service Staff Development	-	33,000	33,000	0.00%
General Purpose School	72110-355	Travel - Attendance	-	450	450	0.00%
General Purpose School	72120-355	Travel - Health Services	53	11,300	11,247	0.47%
General Purpose School	72120-524	In-Service Staff Development	-	15,275	15,275	0.00%
Federal Projects	72130-355	Travel - Other Student Suppor	-	31,552	31,552	0.00%
Federal Projects	72130-524	In-Service Staff Development	-	10,001	10,001	0.00%
General Purpose School	72210-355	Travel - Instr. Supervisors	32	8,500	8,468	0.38%
Federal Projects	72210-355	Travel - Instr. Supervisors	-	4,500	4,500	0.00%
General Purpose School	72210-524	In-Service Staff Development	4,100	3,000	(1,100)	136.67%
Federal Projects	72210-524	In-Service Staff Development	53,312	223,108	169,796	23.90%
General Purpose School	72220-355	Travel - Sp. Ed Supervisors	92	7,000	6,908	1.31%
Federal Projects	72220-355	Travel - Sp. Ed. Supervisors	(37)	5,000	5,037	-0.74%
General Purpose School	72220-524	In-Service Staff Development	455	4,000	3,545	11.38%
Federal Projects	72220-524	In-Service Staff Development	8,499	20,121	11,622	42.24%
General Purpose School	72230-355	Travel - Voc. Ed. Supervisor	-	2,000	2,000	0.00%
Federal Projects	72230-355	Travel - Voc. Ed. Supervisors	-	-	-	0.00%
Federal Projects	72230-524	In-Service Staff Development	-	9,000	9,000	0.00%
General Purpose School	72250-355	Travel - Tech Supervisor	390	10,000	9,610	3.90%
General Purpose School	72250-524	In-Service - Tech Supervisor	-	19,000	19,000	0.00%
General Purpose School	72310-355	Travel - Bd. of Education	9,500	18,000	8,500	52.78%
General Purpose School	72310-524	In-Service Staff Development	7,000	10,060	3,060	69.58%
General Purpose School	72320-355	Travel - Superintendent	29	8,000	7,971	0.37%
General Purpose School	72410-524	In-Service Staff Development	-	-	-	0.00%
General Purpose School	72520-355	Travel - Human Services	-	2,500	2,500	0.00%
General Purpose School	72620-355	Travel - Maintenance	-	1,700	1,700	0.00%
General Purpose School	72710-355	Travel - Transportation	-	3,000	3,000	0.00%
General Purpose School	72710-412	Diesel	90,000	595,000	505,000	15.13%
Child Nutrition	73100-355	Travel	-	13,000	13,000	0.00%
Child Nutrition	73100-524	In-Service Staff Development	-	20,000	20,000	0.00%
General Purpose School	73300-355	Travel - Community Services	-	-	-	0.00%
General Purpose School	73300-524	In-Service Staff Development	-	1,000	1,000	0.00%
SACP	73300-355	Travel	-	4,410	4,410	0.00%
SACP	73300-524	In-Service Staff Development	315	3,125	2,810	10.08%
General Purpose School	73400-355	Travel - Early Childhood Educa	-	200	200	0.00%
General Purpose School	73400-524	In-Service Staff Development	125	13,300	13,175	0.94%

**Bedford County Board of Education**

Fund	Account Number	Description	Actual	Budget	Unencumbered	2020-21
						Percentage Used
General Purpose School	72610-415	Electricity	291,023	2,692,335	2,401,312	10.81%
General Purpose School	72610-434	Natural Gas	2,047	440,603	438,556	0.46%
General Purpose School	72620-412	Diesel	3,000	12,500	9,500	24.00%
General Purpose School	72710-412	Diesel	90,000	595,000	505,000	15.13%
General Purpose School	72620-425	Gasoline	10,000	29,600	19,600	33.78%
General Purpose School	72710-425	Gasoline	5,000	40,000	35,000	12.50%
Child Nutrition	73100-421	Food Preparation Supplies	183,118	350,000	166,882	52.32%
Child Nutrition	73100-422	Food Supplies	910,000	2,750,000	1,840,000	33.09%
SACP	73300-422	Food Supplies	6,000	29,709	23,709	20.20%
General Purpose School	72310-331	Legal Services	20,222	50,000	29,779	40.44%

*Bedford County Board of Education*  
September 2020

**FOR YOUR INFORMATION**

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**Department of Education Personnel Matters**

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**Certified Staff**

**Resignation:**

Camp	Douglas	Community Middle	7th ELA
Adams	Sara	Harris Middle	Teacher

**Rehire:**

Gable	Katherine	Southside	5th Math
Kronenes	Thomas	SCHS	World History

**Retirement:**

**Leave of Absence:**

**Interim:**

Gannon	Anita	Cascade Middle	Interim 6th Soc.Studies
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**In-System Transfers:**

Pridmore	Angela	Harris Middle	6th Math
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**New Employees:**

Smith	Carlos	Cascade High	Drivers Education
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*Bedford County Board of Education*  
September 2020

**FOR YOUR INFORMATION**

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**Department of Education Personnel Matters**

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**Classified Staff**

**Resignation**

Mallard	Samantha	Learning Way	Child Nutrition
Lynn	Sherry	Liberty	Child Nutrition
Sanders	Kimberly	Community Elem.	Child Nutrition
Russell	Sharon	Liberty	Child Nutrition
Moore	Destiny	Community Elem.	Child Nutrition
Melton	Kelly	Learning Way	Child Nutrition
Wilhoite	Esther	Harris Middle	Custodian
Hatfield	Robert	Harris Middle	Custodian

**LOA:**

Ramirez Rodriguez	Mary	Learning Way	Sp. Ed. Assistant
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**Rehire:**

Davis	Lyndsay	BCLA	Assistant
Reynolds	Robert	Thomas	Custodian

**Retirement:**

Darden	James	Liberty	Assistant
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**In-System Transfers:**

Melton	Casey	Central Office	HR Clerk
Banks	Linda	Central Office	Secretary Federal
Harrell	Glenda	Harris Middle	Custodian

**Changes:**

McDonald	Melissa	Learning Way	Bookkeeper/EIS Clerk
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*Bedford County Board of Education*  
September 2020

**FOR YOUR INFORMATION**

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**Department of Education Personnel Matters**

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**Classified Staff**

**New Employees:**

Johnson	Laura	Harris Middle	Assistant
Smitty	Jennafer	Cascade Elem.	Assistant
Cannon	Robert	Eakin	Assistant
Thibodeaux	Samantha	Harris	Assistant
Cannon	Marquisha Michelle	Learning Way	Assistant
Neill	Mark	Transportation	Bus Driver
Street	Stacey	Transportation	Bus Driver
Wilhoite	Esther	Harris Middle	Custodian
Rodriquez Toledo	Nelisandra	Cascade High	Custodian
Sparks	Aleisha	Eastside	Custodian 4 hours
James	Garrett	Plant Operations	Grounds
Anica Rodriguez	Anahi	System Wide	Interpreter K-12
Rhodes	Jessica	SACP	Program Assistant
Thomas	David	SACP	Program Assistant
Huntley	Jacob	SACP	Program Assistant
Flanagan	Gail	Transportation	Route Planner
Graham	Jessica	Harris Middle	Sp. Ed. Assistant
Smith	Mildred	Harris Middle	Sp. Ed. Assistant
Lovvorn	Nikki	Learning Way	Sp. Ed. Assistant
Johnson	James	Transportation	Bus Driver
Smith	Kenneth	Transportation	Bus Driver