

**Board Work Session
December 10, 2024 4:00 PM
Collierville Schools Board Meeting Room
215 W Poplar Avenue
Collierville, TN 38017**

I. Call to Order

Wright Cox, Chairman

II. Roll Call

Wright Cox, Chairman

III. Staff Items

A. Construction Manager agreement with Chris Woods Construction for West Collierville Interior Renovations Phase II

Thomas Dougherty, Chief of Operations

B. Electrical Equipment purchase through Chris Woods Construction for West Collierville Middle School

Thomas Dougherty, Chief of Operations

C. Bailey Station Playground Equipment and Installation with recommended award to PlayPower via Sourcewell

Thomas Dougherty, Chief of Operations

D. Policy #4.202 Special Education

Jill Church, Chief of Department of Exceptional Children

E. Lease for Pitney Bowes Send ProC-Version 4 postage machine to be located at Collierville High School in the amount of \$2,371 (Placeholder)

Anita Floyd, Chief Financial Officer

F. Quote from PCS to purchase 42 Promethean Boards at Tara Oaks Elementary School and 8 Promethean Boards at West Collierville Middle School (Total 50)

Lisa Higgins, Chief Technology Officer

G. October Financial Report (Placeholder)

Anita Floyd, Chief Financial Officer

IV. 2024-2025 Board Operations Policy Updates

Dr. Russell Dyer, Director of Schools

A. Policy #1.100-School District - School Board Legal Status and Authority

B. Policy #1.101 Role of the Board of Education

C. Policy #1.102 Board Members (NEW)

D. Policy #1.103 Board Evaluation

E. Policy #1.104 Memberships

F. Policy #1.105 School Board Legislative Involvement

G. Policy #1.106 Code of Ethics

H. Policy #1.1061 Boardsmanship Code of Conduct



COLLIERVILLE SCHOOLS

SCHOLARSHIP · INTEGRITY · SERVICE

- I. Policy #1.107 Board Member Conflict of Interest
- J. Policy #1.200 Method and Election of Officers
- K. Policy #1.201 Duties of Officers
- L. Policy #1.202 Duties of Board Members
- M. Policy #1.203 New Member Orientation
- N. Policy #1.204 Board Member Development Opportunities
- O. Policy 1.205 Board-Director Relations
- P. Policy #1.300 Board Consultants
- Q. Policy #1.301 Executive Committee
- R. Policy #1.302 School Board Attorney
- S. Policy #1.303 Consultants
- T. Policy #1.400 School Board Meetings
- U. Policy #1.401 Public Hearings
- V. Policy #1.402 Notification of Meetings
- W. Policy #1.403 Agendas
- X. Policy #1.404 Appeals To and Appearances Before the Board
- Y. Policy #1.405 Rules of Order
- Z. Policy #1.406 Minutes
- AA. Policy #1.407 School District Records
- BB. Policy #1.500 Board-Community Relations
- CC. Policy #1.501 Visitors to the Schools
- DD. Policy #1.502 Board Media Relations
- EE. Policy #1.503 News Releases, New Conferences, and Interviews
- FF. Policy #1.600 Policy Development and Adoption
- GG. Policy #1.601 Administrative Procedures
- HH. Policy #1.602 Administrative Committees
- II. Policy #1.700 School District Goals
- JJ. Policy #1.701 School District Planning



COLLIERVILLE SCHOOLS

SCHOLARSHIP · INTEGRITY · SERVICE

- KK. Policy #1.703 School Attendance Areas
 - LL. Policy #1.800 School Calendar
 - MM. Policy #1.801 School Day
 - NN. Policy #1.8011 Emergency Closing
 - OO. Policy #1.802 Section 504 and ADA Grievance Procedures
 - PP. Policy #1.803 Tobacco-Free Schools
 - QQ. Policy #1.804 Alcohol & Drug-Free Workplace
 - RR. Policy #1.805 Use of Electronic Mail (Email)
 - SS. Policy #1.806 Advertising and Distribution of Materials in Schools
 - TT. Policy #1.807 Use of School/System Names
 - UU. Policy #1.808 Registered Sex Offenders
 - VV. Policy #1.900 Charter School Authorizing Principles
 - WW. Policy #1.901 Charter School Applications
 - XX. Policy #1.902 Charter School Agreements
 - YY. Policy #1.903 Charter School Oversight
 - ZZ. Policy #1.904 Charter School Intervention
 - AAA. Policy #1.905 Charter School Renewal
 - BBB. Policy #1.906 Charter School Revocation
- V. Adjournment

DRAFT AIA® Document A133® - 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the «22nd» day of «November» in the year «2024»
(In words, indicate day, month, and year.)

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

«Collierville School District
215 W. Poplar Avenue
Collierville, TN 38017 »

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

«Chris Woods Construction Co., Inc.
8068 US Highway 70
Memphis, TN 38133 »

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

«Collierville School District
West Collierville Middle School Renovation Project
1101 N. Byhalia Road
Collierville, TN 38017 »

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

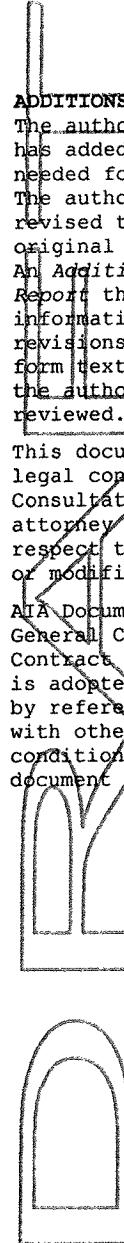
«FourFront Design, P.C.
5101 Wheelis Drive, Suite 215
Memphis, TN 38117 »

The Owner and Construction Manager 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.

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

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
- EXHIBIT B INSURANCE AND BONDS

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, as described in Section 4.1.1:

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

«Kitchen and Interior Renovations to the existing West Collierville Middle School . »

§ 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.)

« Interior renovations to the existing West Collierville Middle School facility. »

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

«Owners budget to be determined and approved by mutual agreement following the development of the design. »

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

- .1 Design phase milestone dates, if any:

«To be determined by mutual agreement. »

- .2 Construction commencement date:

« To be determined by mutual agreement. »

- .3 Substantial Completion date or dates:

« To be determined by mutual agreement. »

- .4 Other milestone dates:

« To be determined by mutual agreement. »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

«To be determined by mutual agreement as the project design is developed, if any. »

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

«To be determined as the project design is developed, if any. »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

«To be determined as the project design is developed, if any. »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

«Thomas Dougherty
Director of Operations
Collierville Schools
215 W. Poplar Avenue
Collierville, TN 38017 »

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

«To be determined if applicable. »

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«To be determined if applicable. »»» »

.2 Civil Engineer:

«To be determined if applicable. »»» »

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

«None »

§ 1.1.11 The Architect's representative:

(List name, address, and other contact information.)

«Curt Pierce, AIA, NCARB, Vice-President, Principal
FourFront Design, P.C.
5101 Wheelis Drive, Suite 215
Memphis, TN 38117 »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

«Don Abernathy, Project Manager
Chris Woods Construction Co., Inc.
8068 US Highway 70
Memphis, TN 38133
901-386-3182
dabernathy@chriswoodsconstruction.com »

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

«To be determined prior to start of the construction phase. »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

«Subcontract bidding procedures shall be established prior to construction documents being completed. »

§ 1.1.15 Other Initial Information on which this Agreement is based:

«To be determined, if any. »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and 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 Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

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

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« To be determined as the design phase progressed, if any »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing 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.

§ 4.1.4.3 The Owner, when such services are requested, 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.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** 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.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«In accordance with those identified in Exhibit C titled "Field Services Schedule". »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«In accordance with those identified in Exhibit C titled "Field Services Schedule". »

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase 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 Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~«N/A»~~ (~~« »~~) 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 Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

~~«N/A»~~ % ~~« »~~

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

~~«Cost of the work plus 5.5% fee. »~~

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

~~«Cost of the work plus 5.5% fee. »~~

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

~~«10% overhead and 5% profit. »~~

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~« »~~ percent (~~« »~~ %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

~~«None »~~

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

~~«None »~~

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The

Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

«In accordance with those identified in Exhibit C titled “Field Services Schedule”. »

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining

agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the

Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the «5th» day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «20th» day of the «same» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «Twenty» («20») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«5% in accordance with Tennessee Law. »

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«None »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

«None »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

«None »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article

9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

« »

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

«None » % « »

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[] Arbitration pursuant to Article 15 of AIA Document A201–2017

[« »] Litigation in a court of competent jurisdiction

[« »] Other: (Specify)

« »

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will

terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

«Owner shall pay the Construction Manager for all costs incurred up to the time of termination, plus a reasonable fee.»

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201-2017. Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201-2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than « » (\$ « ») for each occurrence and « » (\$ « ») in the aggregate for bodily injury and property damage in accordance with Exhibit D, the Construction Manager's Certificate of Insurance.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than « » (\$ « ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage in accordance with Exhibit D, the Construction Manager's Certificate of Insurance.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit in accordance with Exhibit D, the Construction Manager's Certificate of Insurance.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

None beyond those listed in Exhibit D, the Construction Manager's Certificate of Insurance

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager 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 Construction Manager'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.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

«Not Applicable. »

§ 14.5 Other provisions:

«In accordance with Exhibit B and Exhibit D. »

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

«To be determined later by mutual agreement. »

- .6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

To be determined later by mutual agreement.

Document	Title	Date	Pages
----------	-------	------	-------

- .7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

«All additional documents will be incorporated by mutual agreement at a later date. »

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

COLLIERVILLE SCHOOL DISTRICT

CHRIS WOODS CONSTRUCTION CO., INC.

OWNER (Signature)

Dr. Russell Dyer

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Jon C. Woods, President »« »

(Printed name and title)

L
A
R
D



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2024

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

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

PRODUCER Collier Insurance 606 South Mendenhall Rd Memphis TN 38117		CONTACT NAME: Christine Hutchins PHONE (A/C, No, Ext): (901) 529-2900 E-MAIL ADDRESS: chutchins@collier.com FAX (A/C, No): (901) 529-2916	
INSURED Chris Woods Construction, Co., Inc. 8068 US Highway 70 Memphis TN 38133		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Fire Insurance Co	NAIC # 19682
		INSURER B: Trumbull Insurance Company	27120
		INSURER C: Hartford Casualty Insurance Co	29424
		INSURER D: Hartford Accident & Indemnity Co	22357
		INSURER E: Travelers Property Casualty Co. of America	25674
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2492530006**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	20UEABH7KER	09/30/2024	09/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	20UEABH7KES	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		Y	20HHABH7LRU	09/30/2024	09/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	20WEABH7KEB	09/30/2024	09/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E/A	Excess Umbrella Liability / Pollution/Professional Liability			EX8X170505 / 20CPIEM7272	09/30/2024	09/30/2025	Excess Umbrella Limit 5,000,000 Poll/Prof Each Occ 5,000,000 Poll/Prof Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: West Collierville Middle School, Phase II
 Collierville Schools is named as an additional insured with respect to General Liability and Auto Liability with the Umbrella to follow form when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Collierville Schools 215 W Poplar Ave. Collierville TN 38017	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT C

FIELD SERVICES SCHEDULE

LABOR RATES PER HOUR:

JOURNEYMAN:

Laborer	35.00
Superintendent	80.00
General Superintendent	90.00
Project Manager	110.00
Estimator	120.00

OVERTIME RATE:

1-1/2 times the regular rate for hours 8 thru 12; Saturday hours 1 thru 12.

DOUBLE TIME RATE:

2 times the regular rate applicable for hours over 12; Sunday and Holiday hours.

EQUIPMENT RATES:

Pickup Truck	100.00 Per Day
Generator	75.00 Per Day
Phone Expense	175.00 Per Month
Progress Photos	25.00 Per Month

Equipment rates include fuel and service but do not include Operator.

Other equipment rates are based on normal area rental rates.

LABOR, MATERIALS, SUBCONTRACTORS AND EQUIPMENT:

Invoiced cost plus 6% Overhead and Margin.

INSURANCE: Certificate furnished upon request.

THE ABOVE RATES ARE EFFECTIVE MAY 15, 2023 ON ANY NEW PROJECTS STARTED ON OR AFTER THIS DATE.

ACCEPTED BY: _____

DATE: _____

CHRIS WOODS
CONSTRUCTION COMPANY, INC.

December 5, 2024

Thomas Dougherty, Chief of Operations
Collierville Schools
215 W. Poplar Ave.
Collierville, TN 38017

VIA EMAIL ONLY

RE: West Collierville Middle School Renovations project – Phase II

Dear Mr. Dougherty,

In response to the recent site visit and preliminary drawings provided by HNA Engineering dated November 26, 2024, we propose to furnish and deliver to the jobsite each of the following for the lump sum of \$185,008.00:

1. Generator (130KW) and two Automatic Transfer Switches
2. Main Switch Board - 2,000A
3. Panel Boards - (2) HV; (2) LV
4. Transformer – (2) 30KVA

The balance of the work for this project, including the remaining electrical work and electrical components, will be reviewed and addressed during the GMP process once design drawings are released for bidding.

Please do not hesitate to call or email me if you have any questions or need additional information.

Respectfully Submitted,

CHRIS WOODS CONSTRUCTION CO., INC.



Don H. Abernathy, Jr., Project Manager

"Exceeding our clients' expectations through quality construction in a cost-effective and timely manner"

8068 US Highway 70 • Memphis, TN 38133 • 901.386.3182 • fax 901.382.0454 • www.chriswoodsconstruction.com

CHRIS WOODS CONSTRUCTION CO., INC.
Quotation Worksheet

PROJECT:				SCOPE:						DATE:		
West Collierville Middle School Renovations Collierville, TN Phase II				Electrical gear, generator a associated accessories						5-Dec-2024		
				UNIT COSTS			ITEM COSTS					
NO	ITEM / DSCRIPTION	QUANT	UN	LAB	MAT	SUB	LAB	MAT	SUB			
							\$0	\$0	\$0			
1	S&S Electric - Gear, generator and misc. acc.	1	LS			\$175,363.00	\$0	\$0	\$175,363			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
							\$0	\$0	\$0			
NOTES:							ITEM TOTALS:			\$0	\$0	\$175,363
							SUMMARY:					
							LABOR:		\$0.00			
							LABOR BURDEN:	43.00%	\$0.00			
							MATERIALS:		\$0.00			
							SALES TAX:	9.75%	\$0.00			
							SUBCONTRACT:		\$175,363.00			
							TOTAL FIELD COST:		\$175,363.00			
							OVERHEAD / GEN. COND.:	0.00%	\$0.00			
							CONTRACTOR'S FEE:	5.50%	\$9,645.00			
							P/P BONDS:	0.00%	\$0.00			
							OTHER:		\$0.00			
							SUBTOTAL:		\$185,008.00			

PROPOSAL

**S&S ELECTRIC COMPANY
P.O. BOX 18416
MEMPHIS, TENNESSEE 38181-0416
PHONE (901) 365-9400
FAX (901) 365-9442**

**TENN LICENSE NO. 00026783
EXPIRATION DATE 9/30/2026
CLASSIFICATION E; CE-B;
UNLIMITED**

DATE: 12/4/2024

TO: CHRIS WOODS CONSTRUCTION

ATTN: DON ABERNATHY

JOB NAME: WEST COLLIERVILLE MIDDLE SCHOOL PHASE II GEAR QUOTE PROPOSAL
JOB LOCATION: 1101 N. BYHALIA RD
COLLIERVILLE, TN

JOB PHONE:
JOB FAX:

WE PROPOSE TO FURNISH ONLY THE GEAR PER THE HNA ENGINEERING ONE-LINE DRAWING DATED 11/21/24.

THIS PROPOSAL INCLUDES:

- 2 000A MSB,
- 130KW GENERATOR
- (2) ATS'
- (2) HV PANEL BOARDS
- (2) 30KVA TRANSFORMERS
- (2) LV PANEL BOARDS

Exclusions unless otherwise noted:

All MLGW Utility Company Charges, All Concrete/Asphalt Work (except for saw cutting at the cash wrap station) and housekeeping pads, Landscape Work, Engineering Fees and Corrections to Existing Code Violations, All Forms of Roof Work including Roof Penetration Repairs/Patching, Roof Pads, Skid Pads, All Painting and wall repairs. This proposal does not include electrical connections, raceways and wiring/cablings to equipment or devices not shown on the electrical drawings or identified in the scope of work.

This proposal does not include voice/data, security/alarms/camera's, TV and audio equipment or cabling.

This proposal does not include HVAC control conduits or cabling.

This price below does not include a bond.

Materials, Conduit and labor to install the equipment listed above

Total Price, \$175,363.00

Payable on the following terms: NET 30 DAYS

This proposal is void if not accepted in writing within 30 days after this date. No work shall commence until the Proposal is returned to the Contractor signed below by the customer. Customer agrees to conditions of contract as listed on next page.

CONDITIONS OF CONTRACT

1. **Wiring Standard** -- All workmanship and materials are to comply with the requirements of the National

Electrical Code and the applicable local ordinances and the electrical plans and specifications specifically applicable to the job.

2. **Scope of Work** -- Unless specifically stated otherwise in this proposal, the scope of work covered by this proposal is limited to that work specifically covered by the electrical drawings and the electrical section of the specifications.

3. **Additional Work or Changes** -- Additional work or changes may be ordered in writing by the customer at anytime, for which the customer agrees to pay in addition to the contract price named herein at a price agreed upon or at our regular rates for time and material work.

4. **Written Change Orders** -- The electrical contractor shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such extra work or changes.

5. **Payments for Additional Work or Change Orders** -- Payments for additional work and changes to the original contract shall be made under the same terms and conditions as are embodied in the original contract.

6. **Contract Payments** -- The electrical contractor shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract.

7. **Unavoidable Interruptions** -- It is hereby mutually agreed that the electrical contractor shall not be held responsible or liable for any loss, damage or delay caused by fire, strikes, civil or military authority or any other cause beyond his control.

8. **Liquidated Damages** -- The electrical contractor shall not be liable for any charges for liquidated damages resulting from delay in completion of the work caused by factors beyond his control.

9. **Transfer of Title** -- If the customer disposes of the real estate by sale or otherwise, the full amount remaining unpaid on this contract becomes due at once and payable within 48 hours after date of such disposal.

10. **Default** -- In case of default, Customer agrees to pay reasonable attorney's fees and/or other collection costs. All legal actions shall be governed by the Laws of the State of Tennessee. All court cases shall be held in the County of Shelby and State of Tennessee.

11. **Collections** -- If after completion of work, this account is not paid within (30) days, customer agrees to pay 6% interest on the unpaid balance plus 1% per month on the unpaid balance and if this account is placed in the hands of an attorney for collection, Customer agrees to pay all attorney's fees and collection costs. All **WARRANTIES** will become void if this account is placed in the hands of an attorney for collections.

Authorized Signature:  Date: 12/4/2024

Acceptance of Proposal by _____ Date: _____

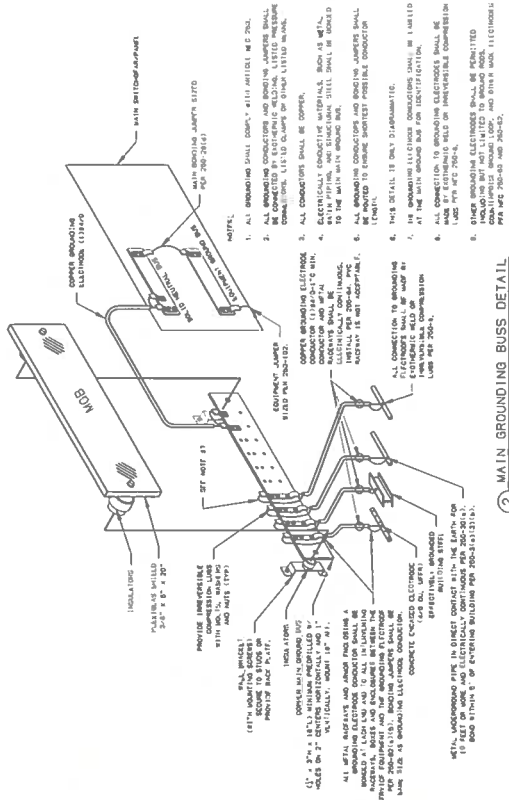
KEYED NOTES

- CONTRACTOR SHALL DOUBLE EXISTING SECONDARY FEEDERS FROM MAIN TRANSFORMER TO ALL BUSSES AND EQUIPMENT.
- CONTRACTOR SHALL REMOVE EXISTING SERVICE AND RE-INSTALL PER SPECIFICATIONS AND DETAIL.



EXISTING SWITCHBOARD 2000A, 480/277V, 3P-4W

1 One Line Diagram



2 MAIN GROUNDING BUSS DETAIL

- ALL BRACKETING SHALL COMPLY WITH ARTICLE 110.22.
- ALL BRACKETING SHALL BE CONNECTED TO THE MAIN GROUNDING BUS.
- ALL CONDUCTORS SHALL BE COPPER.
- ALL CONDUCTORS SHALL BE IDENTIFIED TO THE MAIN GROUNDING BUS.
- ALL BRACKETING SHALL BE IDENTIFIED TO THE MAIN GROUNDING BUS.
- ALL BRACKETING SHALL BE IDENTIFIED TO THE MAIN GROUNDING BUS.
- ALL BRACKETING SHALL BE IDENTIFIED TO THE MAIN GROUNDING BUS.
- ALL BRACKETING SHALL BE IDENTIFIED TO THE MAIN GROUNDING BUS.
- ALL BRACKETING SHALL BE IDENTIFIED TO THE MAIN GROUNDING BUS.
- ALL BRACKETING SHALL BE IDENTIFIED TO THE MAIN GROUNDING BUS.

WITH UNDERGROUND PIPE IN DIRECT CONTACT WITH THE EARTH OR WITH OTHER METALS, THE PIPE SHALL BE PROTECTED BY AN INSULATING COATING OF 1/16\"/>

ALL CONNECTIONS TO BRACKETING SHALL BE IDENTIFIED TO THE MAIN GROUNDING BUS PER 250-43.

ALL BRACKETING SHALL BE IDENTIFIED TO THE MAIN GROUNDING BUS PER 250-43.

ALL BRACKETING SHALL BE IDENTIFIED TO THE MAIN GROUNDING BUS PER 250-43.

ALL BRACKETING SHALL BE IDENTIFIED TO THE MAIN GROUNDING BUS PER 250-43.

ALL BRACKETING SHALL BE IDENTIFIED TO THE MAIN GROUNDING BUS PER 250-43.

ALL BRACKETING SHALL BE IDENTIFIED TO THE MAIN GROUNDING BUS PER 250-43.

ALL BRACKETING SHALL BE IDENTIFIED TO THE MAIN GROUNDING BUS PER 250-43.

SCHOOL ACTIVITY ACCOUNTING

245128

PURCHASE ORDER FORM

COLLIERVILLE SCHOOLS

Vendor Name	Mid-South Recreation	School Name	BSE BAILEY STATION ELEM
Address	7341 Crowther Cove Memphis, TN 38119	Address	3435 BAILEY STATION RD. COLLIERVILLE, TN 38017

Is the item requested for purchase available through only one vendor and considered a sole source purchase?

YES

Explain why this is a sole source and attach a sole source letter from vendor:

Collierville Schools Sourcwell contract # 1344852 member # 2

Sourcwell Contract # 010521-LTS-4

NO

Provide complete information for 3 vendors on bottom of form for purchases that meet quote criteria of \$500.00 or more.

ACCT#	QTY	DESCRIPTION OF GOODS OR SERVICES	UNIT COST	EXTENSION
	1	Modular Little Tikes structure		101,706.00
				101,769.00 DT
	1	install		31,825.00
	1	concrete		28,875.00
	1	Surface Vitriturf poured in place safety surface		54,265.00
			Subtotal	216,734.00
402.000	-	*112,944.55		
950.001	-	68,197.20		
950.005	-	*10,000.00		
950.000	-	*150.00		
			less special discount	25,442.25
			Bal Due	191,291.75

Requested By:	Deanna Jones	Grade/Department:	Principal	Date:	10/1/24
Approved By:	K. STAMPS Bookkeeper	Date:	10-1-24		
Approved By:	Deanna Jones Principal	Date:	10/1/24		245128

***THIS PURCHASE ORDER FORM IS NOT VALID UNLESS SIGNED AND DATED BY THE SCHOOL PRINCIPAL.

QUOTE INFORMATION	VENDOR 1	VENDOR 2	VENDOR 3
Vendor Name			
Phone Number			
How was the quote info received?			
Unit Price/Total Amount			

Quote Date :

November 4, 2024

Bill To:

Bailey Station Elem School
Attn: Deanna Jones
3435 Bailey Station Rd.
Collierville, TN 38017

PlayPower LT Farmington, Inc.

**P.O. Box 734155
Dallas, TX 75373-4155**

Ship To:

Job Site

Your #	Our #	Sales Rep	FOB	SHIP VIA	Terms	Ship Time
853-6380	754-0905	Mid-South Recreation	Factory	Common Carrier	To Be Determined	Approximately 8-10 weeks


Bailey Station Elementary School

Sourcewell Contract

1	Modular	Little Tikes Commercial Kid Builder and NRG Modular Structure, designed for ages 5-12, partial surface mount and partial inground mount. <i>Shade Roof Eliminated. Added (6) post caps temporarily until shade is added</i>	\$101,769.00
1	Install	Unloading, assembly and installation of the above playground	\$ 31,825.00
1	Concrete	Form and Pour a 3,400 sq. ft. 4" deep concrete playground pad. Also includes Form and Pour a 100 sq.ft. 5'x20' concrete sidewalk.	\$ 28,875.00
1	Surface	Furnish and Install 2,800 sq. ft. of Vitriturf poured in place safety surface 3.50" thick, all color, includes security for curing time.	\$54,265.00
Subtotal			\$216,734.00
Less Special Discount			\$25,442.25
Price is for equipment delivered, unloaded and installed as described above.			See Below
Price DOES NOT include concrete walks over 20', security of safety surface after curing time, applicable taxes, benches, HIC testing of safety surface, shade roof, heavy site prep, rock removal if encountered, or dirt disposal.			
PlayPower-Little Tikes Commercial Sourcewell contract #010521-LTS-4			
Collierville Schools Sourcewell contract member number is #134485			
Purchase order needs to be made to:			
PlayPower LT Farmington, Inc.			

We are pleased to submit the above quotation for your consideration. Should you place an order be assured it will receive our prompt attention. This quote is valid until Dec. 1, 2024 and is subject to change without notice.

BY: 

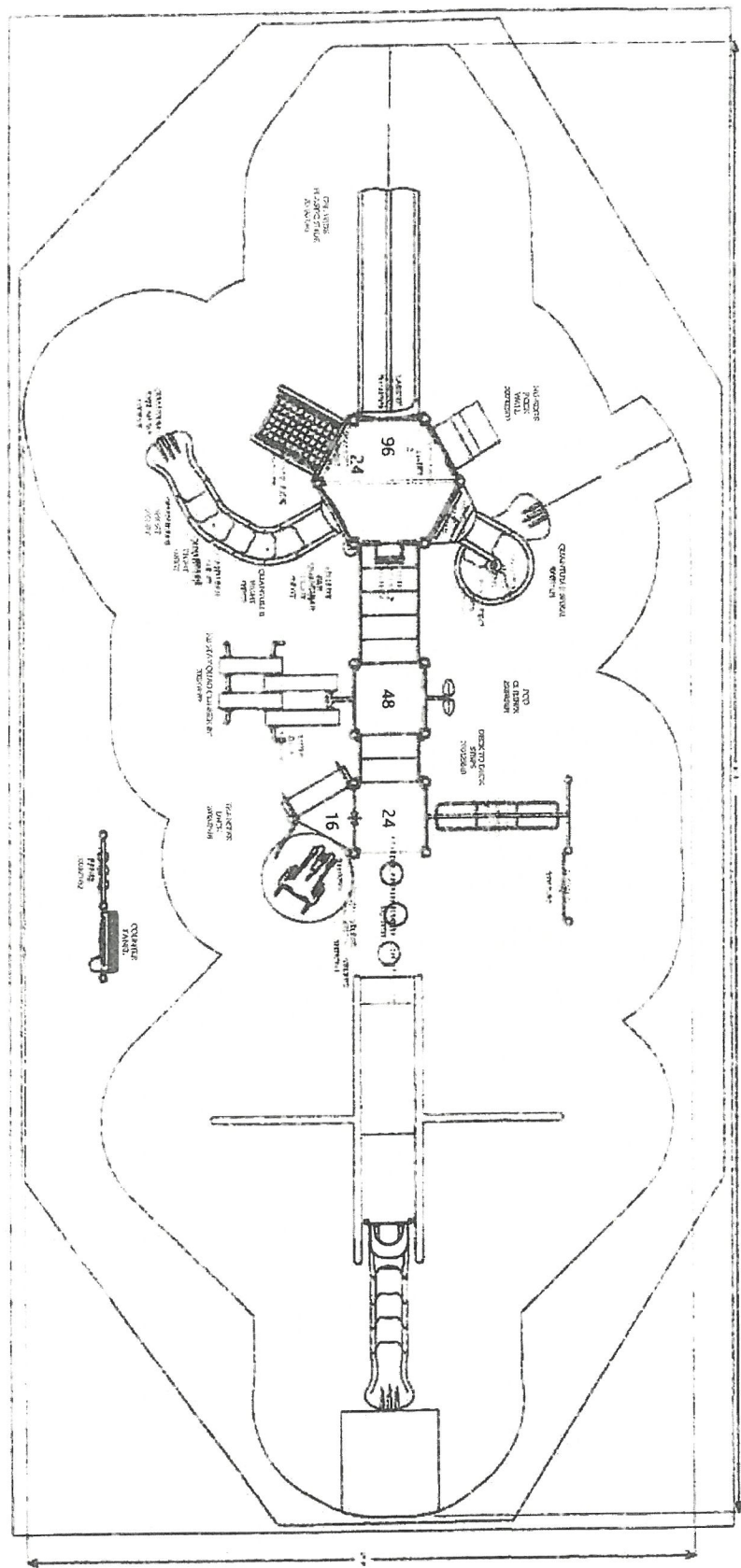
ACCEPTED: 
DATE: 11-4-24

PO 245128

Thank You!

Subtotal	\$ 191,291.75
Freight	No Charge
Tax	Exempt
Bal Due	\$ 191,291.75

This Layout
No Roof



10/10/10

Collierville Schools Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Special Education	Descriptor Code: 4.202	Issued Date: 12/10/24
		Rescinds: 4.202	Issued: 09/28/21 06/10/14

- 1 The Board shall provide access to a free appropriate public education to all Students with Disabilities
2 (SWD) ages 3-21, inclusive, residing within the jurisdiction of the school system. The plan for
3 implementation of appropriate instruction and special education services shall be in accordance with the
4 current *Rules, Regulations, and Minimum Standards* of the State Board of Education,¹ and state² and
5 federal³ law.
- 6 The Board shall develop and periodically update a local plan for providing special education services
7 for Students with Disabilities. Specifically, the Board shall ensure the following:
- 8 1. All Students With Disabilities living within the school system receive a free and appropriate
9 public education and the services to meet their unique needs; and
10 2. The rights of Students with Disabilities and their parents are protected.
- 11 The plan shall seek to accomplish the following objectives:
- 12 1. To carry out a comprehensive screening and assessment plan emphasizing the early identification
13 and evaluation of Students with Disabilities.
14 2. To use the Individual Education Program Team (IEP-Team) for reviewing assessment,
15 formulating programming, and determining placement for every student with a disability,
16 including review of proposed suspensions when appropriate, in accordance with the State Board
17 of Education *Rules, Regulations, and Minimum Standards*;
18 3. To ensure that placements are made to educate Students With Disabilities with non-disabled
19 peers to the extent appropriate and with age-appropriate peers;
20 4. To provide each student with a disability with an individual educational program (IEP)
21 specifically designed to meet his unique needs;
22 5. To provide continuing evaluation of the progress of each student with a disability, including at
23 least annual review of each IEP and re-evaluation at least every three (3) years;
24 6. To ensure that procedural safeguards required by state and federal laws are adhered to; and
25 7. To involve parents of Students with Disabilities in a meaningful dialogue with school personnel
26 which will begin with an initial referral and continue throughout the student's educational career.
27 **When necessary, the Chief of the Department of Exceptional Children shall assign a surrogate**
28 **parent to represent a student's interest in education matters per state law.⁴**
29 8. The Individual Education Program Team (IEP-Team) will determine if Extended School Year
30 (ESY) is required to provide a free and appropriate public education.
- 31 Students receiving special education services shall not be restrained, except as permitted by state law
32 and regulations.

1 ISOLATION AND RESTRAINT

2 DEFINITIONS⁵

3 “Emergency Situations” means that a child’s behavior poses a threat to the physical safety of the student
4 or others nearby.

5 “Isolation” or “Seclusion” means that confinement of a student alone in a room or without a door, or
6 other enclosed area or structure pursuant to T.C.A. §49-10-1305(g) where the student is physically
7 prevented from leaving; and does not include time-out, a behavior management procedure in which the
8 opportunity for positive reinforcement is withheld, contingent upon the demonstration of undesired
9 behavior; provided, that the time out may involve the voluntary separation of an individual student from
10 others.

11 “Physical holding restraint” means the use of body contact by school personnel with a student to restrict
12 freedom of movement or normal access to the student’s body.

13 “Behavior intervention training program” means a training program in positive behavioral supports,
14 crisis intervention and the safe use of restraint and isolation.

15 REQUIREMENTS FOR USING ISOLATION OR RESTRAINTS⁶

16 A student receiving special education services, may be physically restrained or isolated only in
17 emergency situations. Only the principal or principal’s designee may authorize the use of isolation or
18 restraint. Individualized education programs that provide for the use of restraint or isolation in
19 emergency situations shall contain a data driven functional behavior assessment and a plan for
20 modification of the behavior.

21 In the event that restraint or isolation is imposed on a student, it shall be imposed by school personnel
22 who have been certified for completing a behavior intervention training program that includes
23 transportation and immobilization procedures; or other school personnel if certified personnel are not
24 immediately available. Whenever possible, an additional school staff member should serve as an
25 observer to any act of physical restraint performed on a student. School personnel shall maintain a
26 continuous direct line of sight to a student who is in isolation.

27 If a student’s individualized education program does not provide for the use of isolation or restraint for
28 the behavior precipitating such action, or if school personnel are required to use isolation or restraint
29 over an extended period of time as determined by the Department of Education rules, then an individual
30 education program meeting shall be convened within ten (10) days following the use of isolation or
31 restraint.

32 School personnel who must isolate or restrain a student receiving special education services, shall report
33 the incident to the school principal or the principal’s designee who shall record the use of the isolation
34 or restraint and the facts surrounding such use on the form provided by the Tennessee Department of
35 Education.

1 TRAINING

- 2 As stated above, in the event that restraint or isolation is imposed on a student, it shall be imposed by
3 school personnel who have been certified for completing a behavior intervention training program,
4 unless said personnel are not immediately available.
- 5 Staff members who are primarily authorized to perform isolation or restraint must update behavior
6 intervention training annually to maintain their certification.

Legal References

1. TRR/MS 0520-01-09
2. TCA 49-10-101 *et seq.*
3. 20 USCA §§ 1400-1485; 29 USCA § 794; 34 CFR § 300.504
4. TRR/MS 0520-01-09.20
5. TCA 49-10-1303
6. TCA 49-10-1304

Cross References

Compulsory Attendance Ages 6.201
Alternative Education 6.319
Student Communicable Diseases 6.403
Acquired Immune Deficiency Syndrome 6.404
Special Education Students 6.500

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: School District – School Board Legal Status and Authority	Descriptor Code: 1.100	Issued Date: 12/10/24
		Rescinds: 1.100	Issued: 12/02/13

- 1 The legal basis for education in Tennessee is expressed in the state Constitution and state **and federal**
2 statutes, as interpreted by the courts. Boards are instruments of the state, and members of the Board
3 are state officers representing local citizens and the state in the management of the public schools.¹
- 4 The governing body shall be the Board of Education, serving residents within the boundaries of the
5 school system and non-residents under conditions specified by state law and the Board.²
- 6 All powers of the Board lie in its action as a group; therefore, individual board members exercise their
7 authority over school system affairs only as they vote to take action at an official meeting of the Board.
- 8 In other instances, an individual board member, including the chairman, shall have power only when
9 specified by state law or when the Board, by vote, has delegated authority to him/her.

Legal References:

1. TCA 49-1-101; TCA 49-1-102 (e); TCA 49-1-103
2. TCA 49-6-3104

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Role of the Board of Education	Descriptor Code: 1.101	Issued Date: 12/10/24
		Rescinds: 1.101	Issued: 12/02/13

1 The Board will be guided by the general mandatory powers and duties of the Board as defined through
2 statutes¹ which that state or imply that a local Board of Education has full power to operate the local
3 public schools as it deems fit in compliance with state and federal mandates.

4
5 The Board functions only when in session. The Board sees these as its required functions:

6 **GENERAL**

- 7
- 8
- 9 1. To develop and adopt a strategic plan in consultation with the Director of Schools;²
- 10
- 11 2. To adopt all policies required by state or federal law;³
- 12
- 13 3. To approve school zones;⁴
- 14
- 15 4. To approve the district calendar;⁵
- 16
- 17 5. To adopt district safety plans;⁶
- 18 6. To approve the closure of facilities, if needed;¹
- 19
- 20 7. To approve an insurance provider;¹ and
- 21
- 22 8. To approve/modify the agenda at the beginning of the Board meeting.¹

23 **FISCAL**

- 24 1. To approve and adopt the budget;¹
- 25
- 26 2. To approve purchases outside the budget on a case-by-case basis in accordance with board
27 policy;¹
- 28
- 29 3. To approve budget transfers;⁷
- 30
- 31 4. To adopt the district salary schedule;⁸
- 32
- 33 5. To approve a differentiated pay plan;⁹
- 34
- 35 6. To approve funding for the district maintenance plan and capital requests;¹
- 36

1 7. To approve the location and scope of new building projects;¹ and

2
3 8. To approve bids.¹

4 **INSTRUCTION AND STUDENTS**

5 1. To adopt the curriculum;¹

6
7 2. To adopt textbooks;¹⁰

8
9 3. To review student disciplinary issues appealed to the Board and make a final determination;¹¹

10
11 4. To authorize or prohibit the use of corporal punishment;¹² and

12
13 5. To approve or deny admission of students expelled from other school districts.¹³

14

15 **PERSONNEL**

16 1. To employ and evaluate the Director of Schools;¹

17
18 2. To grant tenure to eligible teachers;¹⁴ and

19
20 3. To dismiss tenured teachers.¹⁵

21

22 ~~1.— **Policy Oversight:**^{1,2} The Board shall develop a policy manual and employ a chief school~~
23 ~~administrator who shall carry out its policies through the development and implementation of~~
24 ~~administrative procedures. The Board shall regularly evaluate the effectiveness of its policies~~
25 ~~and their implementation.~~

26

27 ~~2.— **Educational Planning:**³ The Board shall require reliable information from responsible~~
28 ~~sources which enable it and the staff to work toward the continuous improvement of the~~
29 ~~educational program.~~

30

31 ~~3.— **Fiscal Planning:**⁴ The Board shall adopt a budget to provide the necessary funding in terms~~
32 ~~of buildings, staff, materials and equipment to enable the school system to carry out its~~
33 ~~functions.~~

34

35 ~~4.— **Promotion:** The Board shall keep the local community informed about the school system, its~~
36 ~~accomplishments, and its actions and build public support for the schools by involving the~~
37 ~~public in the planning process.~~

38

The Board shall strive to provide the best educational opportunities possible for all children.

39 The Board shall exercise its powers through the enactment of policies for the organization and
40 operation of the school system.

- 1
- 2 The Board shall delegate the administration of the schools to the **D**irector of **S**chools.

Legal References

1. [TCA 49-2-203](#)
2. [State Board of Education Policy 2.101](#); [TCA 49-1-613](#)
3. [TCA 49-2-207](#)
4. [TCA 49-6-403\(c\)](#)
5. [TCA 49-6-3004](#)
6. [TCA 49-6-804\(a\)](#)
7. [Tenn. Att'y Gen. Op. No. 83-464 \(Oct 26, 1983\)](#)
8. [TCA 49-3-306\(a\)](#)
9. [TCA 49-3-306\(h\)](#)
10. [TCA 49-6-2207\(a\)\(1\)](#)
11. [TCA 49-6-3401\(c\)\(4\)\(C\)](#)
12. [TCA 49-6-4104](#)
13. [TCA 49-6-3401\(f\)](#)
14. [TCA 49-5-504\(b\)](#); [TCA 49-2-203\(a\)\(1\)](#)
15. [TCA 49-5-511](#); [TCA 49-5-512](#)

Cross References

- [Duties of Board Members 1.202](#)
- [Policy Development & Adoption 1.600](#)
- [Administrative Procedures 1.601](#)
- [School District Goals 1.700](#)
- [School District Planning 1.701](#)
- [Annual Operating Budget 2.200](#)

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Board Members (NEW)	Descriptor Code: 1.102	Issued Date: 12/10/24
		Rescinds:	Issued:

1 The legal status of Board members shall be as follows:

2 **NUMBER OF MEMBERS¹**

3 The Board is composed of five (5) members, all of whom are elected at-large.

4 **QUALIFICATIONS**

5 Members of the Board shall be residents of the Town of Collierville and shall be citizens of recognized
6 integrity, intelligence, and ability to administer the duties of the office.¹

7 To qualify as a candidate, an individual must show proof of:

- 8 1. Graduation from high school or receipt of a high school equivalency credential approved by the
9 State Board of Education;² and
- 10 2. Being a qualified voter and resident in the town for one (1) year prior to the qualifying deadline
11 for running as a candidate.²

12 Members of the Collierville Board of Mayor and Aldermen and other town governmental officials
13 shall not be eligible for election as members of the Collierville Schools Board of Education.³

14 **TERMS OF OFFICE**

15 Members of the Board shall serve four (4) year terms.¹

16 **VACANCIES**

17 Vacancies shall be declared to exist on account of death, resignation, removal, or through due process
18 proceedings.⁴

19 When a vacancy occurs, the unexpired term shall be filled at the next regular or special meeting of the
20 Collierville Board of Mayor and Aldermen.⁵ Such appointment shall continue until the next regular
21 election.

Legal References

1. [TCA 49-2-201\(a\)\(1\)](#)
2. [TCA 49-2-202\(a\)\(4\)](#); [Public Acts of 2023, Chapter No. 114](#)
3. [TCA 49-2-202\(a\)\(2\)](#)
4. [TCA 8-47-101](#); [TCA 49-1-611](#); [TCA 49-2-202\(e\)\(2\)](#); [Tenn. Att’y Gen. Op. No. 21-14 \(September 1, 2021\)](#)
5. [TCA 49-2-202\(e\)\(1\)](#)

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Board Evaluation	Descriptor Code: 1.103	Issued Date: 12/10/24
		Rescinds: 1.103	Issued: 01/14/14

1 To ensure the continued effectiveness of school board leadership, the Board will conduct an annual
2 evaluation of its operational procedures.

3 This annual evaluation shall be developed based upon the following factors:

4 (a) Board members shall know and be involved in the development of standards by which they will
5 evaluate themselves.

6

7 ~~(b) Evaluation shall be at a scheduled time with no other items on the agenda and with all board
8 members present.~~

9

10 (c) The evaluation shall consist of the opinions of individual board members but the results shall
11 be discussed by the Board as a whole.

12

13 (d) The Board is not required to limit itself to the items included in any formal evaluation
14 instrument.

15

16 (e) Each judgment shall be supported by rational and objective evidence.

17

18 (f) At the conclusion of the evaluation, the Board shall develop goals for the ensuing year.

19

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Memberships	Descriptor Code: 1.104	Issued Date: 12/10/24
		Rescinds: 1.104	Issued: 07/26/22 12/02/13

- 1 The Board shall maintain membership in the Tennessee Schools Boards Association (TSBA).¹
- 2 Dues for membership in the Tennessee School Boards Association shall be included in each annual
- 3 budget in accordance with state statute.
- 4 The Board may also maintain institutional membership in other educational organizations which the
- 5 Board finds to be of benefit to members and school system personnel.

Legal References

1. TCA 49-2-2001

Cross References

Board Member Development Opportunities 1.204

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: School Board Legislative Involvement	Descriptor Code: 1.105	Issued Date: 12/10/24
		Rescinds: 1.105	Issued: 07/26/22 01/14/14

1 The Board shall work for the passage of new laws designed to advance the cause of improving public
2 education in Tennessee. Likewise, the Board shall work for the repeal or modification of existing laws
3 and for the defeat of proposed laws that impede this cause.

4 To accomplish this:

- 5 1. The Board shall stay informed of pending legislation and actively communicate its concerns
6 and make its position known to their elected representatives at both the state and national level;
7
- 8 2. The Board shall work with other school boards in the state, other local officials, and the
9 community groups in creating public awareness and support for legislative priorities;
10
- 11 3. The Board shall annually select one (1) of its members to serve as its legislative **representative**
12 **liaison**;
- 13
- 14 4. The Board shall work with its legislative **representative liaison**, TSBA, and other concerned
15 groups in developing an annual legislative program; and
16
- 17 5. The Board shall include in its budget appropriate resources to cover costs, including travel
18 expenses, necessary to ensure active participation in the legislative process.

Cross References

Board Member Development Opportunities 1.204

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Code of Ethics	Descriptor Code: 1.106	Issued Date: 12/10/24
		Rescinds: 1.106	Issued: 07/18/23 03/28/23 06/09/15

1 *General*¹

2 Board members and school district employees may not accept, directly or indirectly, any gift, money,
3 gratuity, consideration, or favor that a reasonable person would understand was intended to influence
4 the vote, official action, or judgment of the board member or employee in executing decisions
5 affecting the school district. It is also prohibited for a board member's or an employee's spouse or
6 child living in the same household to accept such items.

7 It shall not be considered a violation of this policy for a board member or employee to receive
8 entertainment, food, refreshments, meals, health screenings, amenities, food, or beverages that are
9 provided in connection with a conference sponsored by an established or recognized statewide
10 association of school board officials or by an umbrella or affiliate organization of such statewide
11 association of school board officials.

12 **ETHICS COMPLAINTS**

13 The Board may create a School District Ethics Committee (Ethics Committee), consisting of three (3)
14 members who will be appointed to one-year terms by the Board Chair with confirmation by the Board.
15 At least two (2) members of the committee shall be members of the Board. The Ethics Committee shall
16 convene as soon as practicable after its appointment and elect a Chair and a Secretary. The records of
17 the Ethics Committee shall be maintained by the Secretary and shall be filed in the Director of
18 Schools' office, where they shall be open to public inspection.

19 Questions and complaints regarding violations of this Code of Ethics shall be directed to the Chair of
20 the Ethics Committee. Complaints shall be in writing, signed by the person making the complaint, and
21 include details as to the facts surrounding the complaint.

22 The Ethics Committee may investigate an ethical complaint received against a board member or
23 employee and make recommendations to cease any activity that, in the Ethics Committee's judgment,
24 constitutes a violation of this Code of Ethics. If a member of the Ethics Committee is the subject of a
25 complaint, the member shall recuse himself/herself from all proceedings involving the complaint.

26 The Ethics Committee may:

- 27 1. Refer the matter to the board attorney;

28

- 1 2. In the case of a board member, refer the matter to the Board of Education for possible public
2 censure, if warranted;
- 3
- 4 3. In the case of an employee, refer the matter to the Director of Schools/designee for possible
5 disciplinary action, if warranted; or
- 6
- 7 4. In a case involving possible violation of state statutes, refer the matter to the district attorney
8 for possible ouster or criminal prosecution.
- 9

10 **POINT OF CONTACT²**

11 The Board Chair shall serve as the point of contact for the Tennessee Ethics Commission. The Director
12 of Schools shall provide the contact information to the Commission and ensure that any changes are
13 submitted within thirty (30) calendar days.

Legal References

1. TCA 8-17-103
2. **TCA 8-17-104** ~~Public Acts of 2023, Chapter No. 37~~

Cross References

Board Member Conflict of Interest 1.107
Duties of Board Members 1.202

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Boardsmanship Code of Conduct	Descriptor Code: 1.1061	Issued Date: 12/10/24
		Rescinds: 1.1061	Issued: 12/02/13

1 The Board adopts these standards as recommended by the Tennessee School Boards Association as a
2 guide to its members as they provide educational leadership for the youth of our state.

3 **ARTICLE I. MY RELATIONS TO THE CHILDREN**

4
5 Section 1. I will at all times think in terms of “children first,” always determining
6 how my actions and decisions will affect the education and training of
7 children.

8
9 Section 2. I will seek to provide equal educational opportunities for all children
10 ~~regardless of ability, race, color, sex, creed or location of residence.~~

11
12 **ARTICLE II. MY RELATIONS TO MY COMMUNITY**

13
14 Section 1. I will endeavor to appraise fairly both the present and future educational
15 needs of the community and to support improvements as finances permit.

16
17 Section 2. I will represent at all times the entire school community and refuse to
18 represent special interests or partisan politics.

19
20 Section 3. I will endeavor to keep the community informed about the progress and
21 needs of the schools.

22
23 **Section 4. I will represent the Board and the school district to the public in such a
24 way as to promote both interest and support.**

25
26 **Section 5. I will refer to other board members, staff, students, and the public with
27 respect when using social media.**

28
29 **ARTICLE III. MY RELATIONS TO TEACHERS AND PERSONNEL**

30
31 Section 1. I will support the employment of those persons best qualified to serve as
32 employees and insist on a regular and impartial evaluation of all staff.

33
34 Section 2. I will support and protect personnel in performance of their duties.
35

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

Section 3. I will not criticize employees publicly but will ~~make such criticism~~ refer concerns to the Director of Schools for investigation and action if necessary.

ARTICLE IV. MY RELATIONS WITH OTHER BOARD MEMBERS

Section 1. I will recognize that authority rests only with the Board in official meetings and that the individual member has no legal status outside of such meetings.

Section 2. I will refuse to make promises as to how I will vote on a matter that will come before the Board.

Section 3. I will make decisions only after a complete discussion of items at a board meeting.

Section 4. I will respect the opinion of other members and will accept the principle of "majority rule."

Section 5. I will work harmoniously with other board members without trying to dominate the Board or neglect my share of the work.

ARTICLE V. MY RELATIONS WITH THE DIRECTOR OF SCHOOLS

Section 1. I will support the full administrative authority as well as responsibility for the Director of Schools to properly discharge all professional duties.

Section 2. I will hold the Director of Schools accountable for working with staff and ~~and~~ requiring them to work within the framework of policies set up by the Board.

Section 3. I will refer all complaints and concerns to the Director of Schools and abstain from individual counsel and action in regard to staff members.

Section 4. I will understand that the Board sets the standards for the school district through policy and that board members do not manage the district on a day-to-day basis.

ARTICLE VI. MY RELATIONS TO MYSELF

Section 1. I will educate myself about my duties and responsibilities and current educational issues by individual study and through participation in programs providing needed information, such as those sponsored by my state and national school boards associations.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

Section 2. I will avoid conflicts of interest, and I will refrain from using my position on the Board for personal or partisan gain.

Section 3. I will uphold the integrity and independence of the position.

Section 4. I will continually advocate, vote, and act impartially for the good of the school district.

Section 5. I will attend all board meetings and become informed concerning the issues to be considered at those meetings.

Section 6. I will model civility to students, employees, and all members of the community by encouraging the free expression of opinion by all board members and engaging in respectful dialogue with fellow board members on matters being considered by the Board.

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Board Member Conflict of Interest	Descriptor Code: 1.107	Issued Date: 12/10/24
		Rescinds: 1.107	Issued: 03/28/23 12/02/13

1 *General*

2 State law provides specific instances when direct or indirect conflicts of interest may affect a board
3 member's ability to vote on certain matters.

4 Direct conflicts of interest may arise if the school district contracts with a board member or with a
5 business in which the board member is a sole proprietor, partner, or person having a controlling
6 interest.¹

7 Indirect conflicts of interest may arise if a board member votes on a matter involving a situation that a
8 reasonable person would infer affects his/her personal finances indirectly. If a board member has a
9 direct interest but is the sole supplier of goods or services in the city or county, he/she would be
10 considered indirectly interested in such a matter.²

11 **DIRECT CONFLICT OF INTEREST¹**

12 A board member shall not be directly interested in any contract in which the Board may be interested.

13 If there is a pre-existing contract that predates the board member's election to the Board, the board
14 member shall refrain from voting or discussing any matter related to that contract since he/she has a
15 direct interest. Upon expiration, the contract shall not be renewed by the Board.³

16 This shall not prohibit any board member from voting on the school budget or any budget amendments
17 unless the vote is on a specific budget amendment in which the board member is directly interested.⁴

18 **INDIRECT CONFLICT OF INTEREST²**

19 A board member shall not be indirectly interested in any contract where the Board may be interested
20 unless the board member publicly acknowledges such interest. The disclosure of this interest shall be
21 made at the board meeting in which the Board is taking action on the contract. A board member with
22 an indirect interest is not required to refrain from voting on the contract.

23 **PENALTY FOR UNLAWFUL INTEREST⁵**

24 If a board member is found to have an indirect interest and fails to disclose such interest, or becomes
25 directly interested in any contract, he/she shall forfeit all compensation. He/she shall also be dismissed
26 from the Board and be ineligible to serve in the same or similar position for ten (10) years.

Legal References

1. TCA 12-4-101(a); Op. Tenn. Att’y Gen. No. 10-46
2. TCA 12-4-101(b)
3. Op. Tenn. Att’y Gen. No. 99-209
4. TCA 12-4-101(a)(1)
5. TCA 12-4-102

Cross References

- Code of Ethics 1.106
Duties of Board Members 1.202

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Instructions: Board members are required to disclose conflicts of interest in matters that affect, or would lead a reasonable person to infer that it would affect, the exercise of discretion of a board member.

1. Date of disclosure: _____

2. Name: _____

3. Description of conflict of interest (describe below in detail):

Signature of Board Member

Signature of Witness

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Method of Election of Officers	Descriptor Code: 1.200	Issued Date: 12/10/24
		Rescinds: 1.200	Issued: 12/02/13

- 1 At the first regular meeting in ~~December~~ **January** each year, the Board shall organize by electing a
2 chair~~man~~,¹ a vice chair~~man~~ and a TLN ~~representative~~ **liaison** to serve one-year terms or until a
3 successor is named. In the event that an officer's seat on the **B**oard is vacated, the Board shall elect a
4 successor to serve the remainder of the officer's term. Each board officer shall be eligible for re-
5 election.
- 6 If no officer of the Board is serving at the time of the organizational meeting, any member shall call
7 the meeting to order and preside until a chair~~man~~ is elected as the first order of business.
- 8 If the office of chair~~man~~ is vacated prior to the expiration of the annual term, the vice chair~~man~~ shall
9 assume all responsibilities of the chair~~man~~ until a new chair~~man~~ is elected.

Legal Reference:

1. TCA 49-2-202(c)(2)

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Duties of Officers	Descriptor Code: 1.201	Issued Date: 12/10/24
		Rescinds: 1.201	Issued: 12/02/13

1 CHAIR

2 The Chair of the Board shall have the following duties:

- 3 1. To assist the Director of Schools in preparing meeting agendas;
- 4 2. To preside at all meetings of the Board;¹
- 5 3. To appoint committees authorized by the Board;¹
- 6 4. To function as chairman Chair of the Executive Committee;¹
- 7 5. To countersign all warrants authorized by the Board and issued by the Director of Schools for
- 8 all expenditures of the school system;^{1, 2}
- 9 6. To conduct Board hearings;^{2, 3}
- 10 7. To prepare the school budget with the Director of Schools;^{3, 4}
- 11 8. To authorize the use of mechanical check writing equipment;^{4, 5}
- 12 9. To certify the value of surplus property valued less than ~~\$250~~ \$500;^{5, 6} and
- 13 10. To carry out other such duties as may be assigned by the Board.

14 VICE CHAIR

15 The Vice Chair shall assume the duties of the chairman Chair in his/her absence or function as the
16 Chair until a new Chair can be elected in the event the chairman Chair is incapacitated or the office
17 becomes vacant.

18 SECRETARY

19 The Director of Schools, as the executive officer of the Board, shall serve as secretary to the Board.
20 He/she shall conduct all correspondence of the Board, keep and preserve all of its records, receive all
21 reports acquired by the Board, and see that such reports are in proper form.^{6, 7} He/she has the right to
22 advise on any question under consideration but has no vote.

23 The Board may assign the keeping of the minutes to a clerk; however, the responsibility resides with
24 the Director of Schools.

25 CHAIR PRO TEM

26 A Chair Pro Tem shall be elected to preside during a meeting when neither the Chair nor the Vice
27 Chair is present.

Legal References:

1. TCA 49-2-205
2. ~~TCA 49-5-512(5)(6)~~ TCA 49-2-113
3. TCA 49-5-512(c)
4. TCA 49-2-203(a)(9)(A)(i)
5. TCA 49-2-203(10)(A)(i)
6. TCA 49-6-2007(d)
7. TCA 49-2-301(b)(1)(C)

Cross References:

Role of the Board of Education 1.101
Duties of Board Members 1.202
Board Committees 1.300
Executive Committee 1.301
Agendas 1.403
Minutes 1.406
Annual Operating Budget 2.200
Surplus Property Sales 2.403

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Duties of Board Members	Descriptor Code: 1.202	Issued Date: 12/10/24
		Rescinds: 1.202	Issued: 01/14/14

1 The duties of an individual board member shall be as follows:

- 2 1. ~~To become familiar with education laws, rules and regulations of the State Board of Education~~
3 ~~and the State Department of Education, and school board policies;~~ To take the oath to discharge
4 faithfully the duties of the office;¹
5
- 6 2. To participate in State-mandated board training;^{1 2}
7
- 8 3. ~~To have a general knowledge of the educational aims and objectives of the system;~~ To
9 recognize that the Board is required to comply with the Open Meetings Law³ and that the
10 Board has authority to make decisions only at official board meetings;
11
- 12 4. ~~To work harmoniously with other board members without trying either to dominate the Board~~
13 ~~or neglect his/her share of the work;~~ To understand that board members will receive
14 information that is confidential per state or federal law and cannot be shared;
15
- 16 5. ~~To vote and act impartially for the good of the school system;~~ To adhere to the Boardmanship
17 Code of Conduct; and
18
- 19 6. ~~To accept the will of the majority vote in all cases and give support to the resulting action;~~ To
20 adhere to the Collierville Schools Board of Education Code of Ethics.⁴
21
- 22 7. ~~To represent the Board and the school system to the public in such a way as to promote both~~
23 ~~interest and support; and~~
24
- 25 8. ~~To refer complaints to the director of schools and to abstain from individual counsel and action~~
26 ~~in regard to staff members.~~

Legal References:

1. TCA 49-2-202(b)
2. TCA 49-2-202(a)(6); TRR/MS 0520-1-2-.11
3. TCA 8-44-102 *et seq.*
4. TCA 8-17-103

Cross References:

- Role of the Board 1.101
Boardmanship Code of Conduct 1.1061
Code of Ethics 1.106

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: New Member Orientation	Descriptor Code: 1.203	Issued Date: 12/10/24
		Rescinds: 1.203	Issued: 01/14/14

- 1 The Board considers board member development to be an ongoing process for all board members and
2 a vital responsibility for effective board membership.
- 3 It shall be the responsibility of the **D**irector of **S**chools to provide to each new board member **access to**:
- 4 1. A copy of the Board's *Policy Manual*;
 - 5
 - 6 2. Applicable portions of the *Tennessee Code Annotated* outlining the duties and responsibilities
7 of the Board and the **D**irector of **S**chools;
 - 8
 - 9 3. Minutes of the board meetings for the previous year; and
 - 10
 - 11 4. Other appropriate materials which will acquaint the new member with the operation of the
12 school system and board service.
- 13 An orientation for new board members shall be conducted no later than ~~ninety (90)~~ **thirty (30)** days
14 after new board members take office. The chair of the **B**oard and the **D**irector of **S**chools shall arrange
15 and plan for such an orientation.

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Board Member Development Opportunities	Descriptor Code: 1.204	Issued Date: 12/10/24
		Rescinds: 1.204	Issued: 07/26/22 01/14/14

1 ~~The~~ **All** board members shall participate in activities designed to improve their skills as members of a
 2 policy-making body. In order to control ~~this~~ **the investment of both time and funds necessary to**
 3 **implement this policy**, the ~~following shall occur~~ **Board establishes these principles and procedures for**
 4 **its guidance:**

- 5 1. An annual calendar of school board conferences, conventions, and workshops shall be
 6 maintained by the board secretary and provided to each board member in order to ensure
 7 compliance with the requirements for professional development.¹ The Board shall identify
 8 which **annual** meetings should be attended and the benefits thereof;
- 9 2. Funds for participation at such meetings shall be budgeted on an annual basis. The Board as a
 10 whole shall retain the authority to approve or disapprove the participation of members in
 11 planned activities;
- 12 3. Reimbursement to board members for their travel expenses shall only be made for pre-
 13 approved travel;
- 14 4. When a conference, convention, or workshop is not attended by the full Board, those
 15 participating will be requested to share information, recommendations, and materials acquired
 16 at the meeting; and
- 17 5. The public shall be kept informed through the news media about the Board's continuing in-
 18 service education and about the programs anticipated for short and long-range benefits to the
 19 schools.

20 The Board regards the following as activities and services appropriate for development opportunities:

- 21 1. Participation in school board conferences, workshops, and conventions held by the State;
- 22 2. Local and district-sponsored training sessions for board members; and
- 23 3. Subscriptions to publications addressing the concerns of board members.

 Legal References

1. TCA 49-2-202(a)(6)

 Cross References

- Board Evaluation 1.103
- Memberships 1.104
- School Board Legislative Involvement 1.105
- School District Goals 1.700

School Calendar 1.800
Expenses and Reimbursements 2.804

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Board-Director Relations	Descriptor Code: 1.205	Issued Date: 12/10/24
		Rescinds: 1.205	Issued: 01/14/14

1 The Board shall be responsible for specifying its requirements and expectations of the **D**irector of
2 **S**chools and then holding the **D**irector accountable by evaluating how well those requirements and
3 expectations have been met. In turn, the **D**irector **of Schools** shall be responsible for specifying
4 requirements and expectations for all administrators who report to him/her and then holding each
5 accountable by evaluating how well requirements and expectations have been met.

6 The Board shall approve an annual budget with major categories and line items as well as develop a
7 policy manual for the operations of schools. The **D**irector of Schools shall develop forms and
8 procedures to comply with the approved budget and implement Board policies.

Cross References:

Role of the Board 1.101

Administrative Procedures 1.601

Evaluation of the Director of Schools 5.803

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Board Committees	Descriptor Code: 1.300	Issued Date: 12/10/24
		Rescinds: 1.300	Issued: 01/14/14

- 1 The Board shall operate without standing committees, except for the Executive Committee; however,
2 special committees composed of board members may be appointed by the chairman at the direction of
3 the Board and as the needs of the Board shall require.¹ Such committees shall be discharged when the
4 work is finished or earlier by a majority vote of the entire Board. All reports by special committees
5 shall be made directly to the Board.
6
- 7 1. A special committee serving in an advisory capacity shall ordinarily consist of less than a
8 quorum of board members;
 - 9 2. The committee will be advisory only;
 - 10 3. Issues to be discussed by the committee must be approved in advance by the entire Board;
 - 11 4. A committee shall serve no longer than the annual organization meeting of the Board unless
12 reappointed to finish a designated task; and
 - 13 5. Committee meetings shall be held in accordance with the Open Meetings law.²
14
15
16
17

Legal References:

1. TCA 49-2-205(2)
2. TCA 8-44-102(a)(b)(1)(A)(B)(C)

Cross References:

- School Board Meetings 1.400
Public Hearings 1.401

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Executive Committee	Descriptor Code: 1.301	Issued Date: 12/10/24
		Rescinds: 1.301	Issued: 12/02/13

1 The chair of the Board and the Director of Schools shall constitute the executive committee of the
2 Board, with the chair of the Board serving as the chair of the executive committee.¹ The duties shall
3 be:

- 4 1. To prepare an agenda for each meeting of the Board;
- 5
- 6 2. To prepare the annual budget on forms furnished by the Commissioner of Education, to be
7 submitted to the Board for its approval;²
- 8
- 9 3. To meet at the office of the Director of Schools as often as necessary to perform the duties
10 required;
- 11
- 12 4. To advertise for bids and let contracts authorized by the Board;
- 13
- 14 5. To serve as the purchasing agent for the Board;
- 15
- 16 6. To examine all accounts authorized by the Board and ensure that the approved budget is not
17 exceeded;
- 18
- 19 7. To submit for approval at each regular meeting of the Board a full report of all business
20 transacted since the last regular meeting; and
- 21
- 22 8. To transact any other business assigned to the committee by the Board.¹

Legal References:

1. TCA 49-2-206; TCA 49-2-205(3)
2. TCA 49-2-203(a)(10)(A)(9)(A)(i)

Cross References:

- Duties of Officers 1.201
- Annual Operating Budget 2.200
- Purchasing 2.805
- Bids and Quotations 2.806
- Qualifications/Duties of the Director of Schools 5.802

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: School Board Attorney	Descriptor Code: 1.302	Issued Date: 12/10/24
		Rescinds: 1.302	Issued: 12/02/13

- 1 The Board shall employ an attorney to advise or represent the Board in legal matters which arise concerning the school system.¹ **The Board may, at its discretion, employ additional counsel.**
- 2

Legal Reference:

1. TCA 49-2-203(b)(5)

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Consultants	Descriptor Code: 1.303	Issued Date: 12/10/24
		Rescinds: 1.303	Issued: 12/02/13

- 1 The Board may occasionally engage the services of qualified professional consultants.
- 2 Before engaging any consultant, the Board will require submission of a written proposal which can be
- 3 incorporated into a contract or purchase order if deemed necessary by the Board. The proposal will
- 4 detail:
 - 5 1. The specific objectives to be accomplished by the consultant;
 - 6
 - 7 2. The specific tasks to be performed;
 - 8
 - 9 3. The procedures to be used in carrying out the tasks;
 - 10
 - 11 4. The target dates for the completion of tasks; and
 - 12
 - 13 5. The method to be used to report results to the Board and/or to deliver any “product” to the
 - 14 Board.
- 15 The Director of Schools will establish procedures necessary to develop an efficient working
- 16 relationship between the consultant and the Board and/or staff members.

Cross References:

Bids and Quotations 2.806
Purchase Orders and Contracts 2.808

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: School Board Meetings	Descriptor Code: 1.400	Issued Date: 12/10/24
		Rescinds: 1.400	Issued: 10/22/19 06/27/19 11/29/18 12/02/13

1 The Board will transact all business at official meetings, which may be either regular or special.

2 Every meeting of the Board, except ~~with the attorney to discuss pending or threatened litigation~~ for those
3 meetings in which the law allows closed sessions, will be open to the public¹. Open meetings will be
4 physically accessible to all students, employees, and interested citizens.²

5 ~~The school board meeting is not a public forum.~~ The Board may restrict the recording of Board Meetings
6 via camera, camcorder or other photographic equipment when such recording creates a threat to public
7 safety and welfare or impedes the conducting of efficient and orderly public meetings.³

8 **BUSINESS REGULAR MEETINGS** ~~—an official meeting held at least quarterly.~~

9 The Collierville Schools Board of Education shall hold regular monthly meetings at a determined time
10 and place agreeable to the members.

11 In instances when any regular meeting date falls on a legal or school holiday, the meeting shall be
12 rescheduled by the chair.

13 **SPECIAL MEETINGS** ~~—an official meeting called as necessary to transact the business of the Board.~~

14 ~~The Board shall hold special meetings as necessary to transact the business of the Board.~~ Such meetings
15 shall be called by the chairman whenever, in his/her judgment, the interests of the schools require it, or
16 when requested to do so by a majority of the Board.⁴

17 Only business related to the call of the meeting, and details related to agenda items shall be discussed
18 or transacted by the Board at a special meeting.

19 **ELECTRONIC ATTENDANCE**⁵

20 Absent Board members may attend a regular or special meeting by electronic means if the member is
21 absent because of work, a family emergency, or the member's military service. If a board member is
22 absent due to military service, he/she may participate electronically more than two (2) times per year for
23 absences due to work and/or family emergencies.

24 *General Requirements*

1 The following requirements apply to all electronic attendance, regardless of the reason for the member's
2 absence:

- 3 1. A quorum of the Board must be physically present at the meeting order for any **board** member
4 to attend electronically.
- 5
6 2. Any **board** member wishing to participate electronically must do so using technology which
7 allows the Chair to visually identify the **board** member.
- 8
9 3. The responsibility for the connection lies with the **board** member wishing to participate
10 electronically. No more than three (3) attempts to connect shall be made, unless the Board
11 chooses to make additional attempts.

12 *Work Related Absence*

13 The following requirements apply to electronic attendance due to a work-related absence:

- 14 1. The board member must be absent from the county due to work.
- 15
16 2. The **board** member wishing to participate must give the Chair and Director **of Schools** at least
17 five (5) days notice prior to the meeting of the **board** member's desire to participate electronically.
- 18
19 3. A board member may participate electronically only two (2) times per year for this reason.

20 *Military Service*

21 A board member may attend a meeting by electronic means if out of the county due to military service.
22 The board member may participate for this reason as often as he/she is able to do so.

23 *Family Emergency*

24 The following requirements **applies** apply to electronic attendance due to a family emergency:

- 25 1. The **board** member must be absent due to the hospitalization of the **board** member or the death
26 or hospitalization of the **board** member's spouse, father, mother, son, daughter, brother, sister,
27 son-in-law, daughter-in-law, step-son, step-daughter, father-in-law, mother-in-law, brother in-
28 law, or sister-in-law.
- 29
30 2. A board member may participate electronically only two (2) times per year for this reason.

31 *Illness or Convalescence*

32 The following requirements apply to electronic attendance due to illness or convalescence:

- 33 1. The board member must be absent due to communicable illness or a period of convalescence
34 prescribed by a healthcare professional.
- 35
36 2. A board member may participate electronically only three (3) times per year for this reason.

1 *Inclement Weather or Natural Disaster*

2 The following requirements apply to electronic attendance due to inclement weather or natural disaster:

3 1. The board member must be absent due to inclement weather or natural disaster that has required
4 the schools in the district to be closed.

5
6 2. A board member may participate electronically only three (3) times per year for this reason.
7
8

Legal References

1. TCA 8-44-102; TCA 49-6-804(b)(c)
2. 28 CFR § 36.201(a); 28 CFR § 36.202
3. OP Tenn. Atty. Gen. 95-126 (December 28, 1995)
4. TCA 49-2-202(c)(1)
5. TCA 49-2-203(c)

Cross References

School Board Legal Status and Authority 1.100
 Board Committees 1.300
 Notification of Meetings 1.402
 Appearances Before the Board 1.404
 Section 504 and ADA Grievance Procedures 1.802

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Public Hearings	Descriptor Code: 1.401	Issued Date: 12/10/24
		Rescinds: 1.401	Issued: 01/14/14

1 The Board may hold public hearings, **which shall be treated as special meetings**, in the following
2 circumstances:

- 3 1. When a licensed employee is dismissed during a contract period, that licensed employee shall
4 be entitled to a hearing, upon written request, as provided by law;¹
5
- 6 2. When a student has been suspended and the resolution has not been satisfactory;²
7
- 8 3. When a parent, **guardian** or legal **guardian custodian** shall contest the school assignment of
9 their child;³ and/or
10
- 11 4. When the Board deems it to be in the public interest.

12 Any individual(s) requesting a hearing before the Board **will shall** make such request in writing stating
13 the purpose of the hearing, the action desired, and, in the case of contesting a school assignment, the
14 specific reasons for requesting the transfer. All requests for hearings must be received by the Board or
15 **superintendent Director of Schools** within the time limit prescribed by law for that category of hearing.

Legal References:

1. TCA 49-2-203(a)(6); TCA 49-2-301(~~GG~~)(~~+~~)(**EE**); TCA 49-5-512
2. TCA 49-6-3401
3. TCA 49-6-3201

Cross Reference:

Appeals To and Appearances Before the Board 1.404
Suspension/Dismissal of Nontenured Teachers 5.200
Suspension/Dismissal of Tenured Teachers 5.201

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Notification of Meetings	Descriptor Code: 1.402	Issued Date: 12/10/24
		Rescinds: 1.402	Issued: 12/02/13

1 The Board shall ensure adequate public notice¹ of all regular meetings by publishing a complete
2 schedule for the entire school year. This schedule shall be posted in the central office, each school, and
3 on the school system's website and sent to the president of the local education association.²

4 In the event of a special board meeting, notice shall be provided at least forty-eight (48) hours prior to
5 the meeting and shall be posted in the same locations and in the same manner as regular board
6 meetings. All notices of special board meetings shall state the time, place and purpose of the meeting.

7 The only exception permitted is in case of emergency, defined for this policy as “a sudden, generally
8 unexpected occurrence or set of circumstances demanding immediate action.” In such exceptions,
9 notice shall be given to all appropriate parties as is practical.

10

11 Notice of all meetings with actionable items on the agenda, with the exception of teacher disciplinary
12 hearings, shall inform community members how to indicate their desire to participate in the public
13 comment portion of the board meeting.³

Legal References:

1. TCA 8-44-103
2. TCA 49-2-202(c)(1)
3. TCA 8-44-112

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Agendas	Descriptor Code: 1.403	Issued Date: 12/10/24
		Rescinds: 1.403	Issued: 12/02/13

1 The Executive Committee of the Board shall be responsible for developing an agenda for each board
2 meeting. Any board member may place items on the agenda for discussion. The particular order may
3 vary from meeting to meeting in keeping with the business at hand.

4 For a regular board meeting, the agenda (which shall include the consent agenda), together with
5 supporting materials, shall be distributed to board members at least five (5) calendar days prior to the
6 scheduled date of the meeting for the purposes of examination and informed decision-making. The
7 agenda shall be available for public inspection and/or distribution when it is distributed to the board
8 members. At the beginning of each meeting, the Board shall, by a majority vote, approve the agenda
9 for the meeting, which may involve the addition to or deletion of items previously included on the
10 agenda. The Board, however, shall not revise board policies or adopt new ones, unless such action has
11 been scheduled.

12 Staff members or citizens of the district may suggest items for the agenda.

13 For items to be considered on the agenda, they must be received in the Director of Schools' office
14 seven (7) calendar days prior to the scheduled date of the meeting. The person(s) requesting an item on
15 the agenda shall forward any background information to the Director of Schools' office so that the
16 material will be included in the delivery to the board members prior to the meeting.

17 CONSENT AGENDA

18 While developing the agenda, the Chair and Director of Schools shall identify routine or non-
19 controversial items to be placed on the consent agenda, which shall become a part of the regular
20 agenda. If any member objects to including an item on the consent agenda, that item shall be moved to
21 the regular agenda as an action item requiring discussion. The remaining consent items shall be
22 adopted in a single vote without discussion.

23 TIMED AGENDA

24 The Executive Committee shall assign to each item a certain amount of time determined to be
25 sufficient for disposing of each item on the agenda.

26 ANNUAL AGENDA

27 At the beginning of each fiscal year, the Board shall adopt an annual planning calendar, stating month-
28 by-month actions required by law and those required to carry out the Board's annual goals and
29 objectives and the State Board of Education's performance standards. ~~In addition, the annual agenda~~

- 1 ~~shall designate dates to monitor/review designated sections of the *Board Policy Manual* and to~~
- 2 ~~evaluate progress of programs for student achievement.~~

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Appeals to and Appearances Before the Board	Descriptor Code: 1.404	Issued Date: 12/10/24
		Rescinds: 1.404	Issued: 06/23/20 01/14/14

1 APPEALS TO THE BOARD

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

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

8 **REQUESTS TO APPEARING BEFORE THE BOARD**

9 Individuals desiring to appear before the Board must submit a written request with descriptive materials to the
10 office of the Director of Schools **at least** seven (7) **calendar** days before the meeting. If the request is approved by
11 the Executive Committee, the item will be placed on the agenda. Individuals placed on the agenda will be
12 recognized at the beginning of the meeting and given time to speak when their topic **is** of interest is addressed on
13 the agenda. All requests submitted, **whether approved or denied by the Executive Committee,** will be included in
14 the **B**oard packet.

15 ~~If an individual wishes to address the Board on an item on the agenda, he/she may sign up on the form provided~~
16 ~~before the beginning of the board meeting to request time to speak.~~ Delegations must select only one individual
17 to speak on their behalf unless otherwise determined by the Board. No speaker may yield his/her time to another
18 speaker.

19 The **C**hair may recognize individuals not on the agenda for remarks to the Board if it is determined that such is in
20 the public interest. A majority vote of members present can overrule the decision of the **C**hair.

21 Individuals speaking to the Board shall address remarks to the **C**hair and may direct questions to individual board
22 members or staff members only upon approval of the Chair. Each person speaking shall state his/her name,
23 address, and subject or presentation. Remarks will be limited to ~~three (3)~~ **five (5)** minutes unless time is extended
24 by the Board. **Members of the Board and the Director of Schools may have the privilege of asking questions of**
25 **any person appearing before the Board.**

26 **ADDRESSING THE BOARD ON MEETING AGENDA ITEMS**

27 **There shall be a public comment period for each meeting with actionable items on the meeting agenda, with the**
28 **exception of teacher disciplinary hearings.¹ Any Collierville resident, Collierville Schools employee, or**
29 **parent/guardian of a Collierville Schools student may request the opportunity to address the Board on a meeting**
30 **agenda item. Such individuals desiring to address the Board must complete and submit the provided form with**
31 **his/her name, address, and agenda item to the Chair prior to the beginning of the meeting.**

- 1 At the time designated on the meeting agenda, the Chair will recognize requestors in the order of their submissions.
2 Each will be allotted three (3) minutes to address the Board. A maximum of thirty (30) minutes ~~of each Regular~~
3 ~~or Special Called Business Meeting~~ shall be devoted to public comments, unless time is extended by the Board.
4 Their chair shall have the authority to terminate the remarks of any individual who is disruptive or does not adhere
5 to Board rules.²
- 6 Individuals desiring additional information about any item on the agenda shall direct such inquiries to the office
7 of the Director of Schools.

Legal References

1. TCA 8-44-112
2. TCA 39-17-306

Cross References

School Board Meetings 1.400
Public Hearings 1.401
Agendas 1.403
Complaints and Grievances 5.501
~~Complaints About School Personnel 5.502~~

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Rules of Order	Descriptor Code: 1.405	Issued Date: 12/10/24
		Rescinds: 1.405	Issued: 12/02/13

1 The rules contained in the current edition of *Robert's Rules Of Order, Newly Revised*, shall govern the
2 Board in all cases to which they are applicable, except as otherwise provided by any statutes applicable
3 to the Board, or by policies of this Board including the following exceptions:

4 **VOTING METHOD**

5 When a formal vote is taken on any question brought before the Board, the decision shall be made on
6 the basis of a majority of the membership of the Board.¹

7 Roll call votes will be used at the discretion of the **C**hair or upon the request of any board member.
8 Each member's vote shall be recorded in the minutes on a roll call vote. Upon request, any member's
9 individual vote may be recorded in the minutes. No secret votes shall be used.²

10 **CHAIRMAN'S PARTICIPATION**

11 The person chairing a meeting may participate in discussion, make motions, and vote on all issues as
12 any other member without relinquishing the **C**hair.³

13 **SUSPENSION OF RULES**

14 Rules of order may be suspended by a majority vote of the membership at any regular or special
15 meeting.

16 **CHALLENGES**

17 Procedural challenges to the rules of order must be made in a timely manner and not later than the next
18 successive meeting.

Legal Reference:

1. TCA 49-2-202(g); **Tenn. Att'y Gen. Op. No. 14-102 (Dec. 2, 2014)**
2. TCA 8-44-104(b)
3. *Reeder v. Trotter*, 142 Tennessee 37 (1919)

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: <h2 style="text-align: center;">Minutes</h2>	Descriptor Code: 1.406	Issued Date: 12/10/24
		Rescinds: 1.406	Issued: 08/27/19 12/02/13

1 The Director of Schools shall keep, or cause to be kept, complete and accurate minutes of all meetings
 2 of the Board.¹ A draft of the minutes of the previous meeting shall be sent to all board members with
 3 the agenda for the **upcoming subsequent** meeting. Following their approval by the Board, the minutes
 4 shall be signed by the **Chair** and Director of Schools. The minutes shall become permanent records of
 5 the Board and shall be made available to interested citizens and the news media upon request.^{2,3} A
 6 copy shall be provided to all board members, the president of the local education association, and to
 7 each of the schools no more than thirty (30) days after approval by the Board.⁴

8 The minutes shall include:

- 9 1. The nature of the meeting (regular or special), time, place, date, board members present or
 10 absent, and the approval of the minutes of the preceding meeting;²
- 11
- 12 2. A record of all motions, proposals, and resolutions passed or denied by the Board, together with
 13 the names of the members making and seconding the motions, and a record of the members
 14 voting “aye” and “nay” in the event of a roll call vote;²
- 15
- 16 **3. Names of persons addressing the Board and purpose of their remarks; and**
- 17
- 18 4. A brief account of those items discussed, and whether or not any motions were made regarding
 19 those items.

Legal References

1. TCA 49-2-301(b)(1)(C)-(D)
2. TCA 8-44-104(a)
3. TCA 10-7-503(a)(1)(B), (a)(2)(B)
4. TCA 49-2-203(a)(**10**); ~~Public Acts of 2019, Chapter No. 248~~

Cross References

Duties of Officers 1.201

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: School District Records	Descriptor Code: 1.407	Issued Date: 12/10/24
		Rescinds: 1.407	Issued: 06/23/20 07/12/16

1 *General*

2 The Director of Schools (or designee) shall maintain all school district records required by law,
3 regulation and board policy. Any citizen of Tennessee shall be permitted during business hours to inspect
4 public records maintained by the school district unless otherwise prohibited by law. Any citizen of
5 Tennessee may request in writing and receive copies of open public records subject to the payment of
6 reasonable cost.^{1,2,3,4}

7 No records pertaining to individual students will be released for inspection by the public or any
8 unauthorized persons. In addition, information, records, and plans related to security and safety will not
9 be released for public inspection.⁵

10 All requests to inspect or receive copies of records shall be submitted to the Assistant Superintendent,
11 who is designated as the District's public records request coordinator and records custodian.⁶

12 Prior to producing any record, the records custodian shall ensure confidential information is redacted.
13 Original documents remain intact and confidential information in copies produced for a requestor shall
14 be redacted. The Director of Schools shall develop a procedure to redact confidential information.

15 **REQUESTS FOR INSPECTION²**

16 Citizens requesting to inspect public records shall submit their request and a government issued photo
17 identification card with the citizen's address to the district's public records request coordinator during
18 normal business hours. Requests may be made in person, in writing, or by electronic mail (email). The
19 coordinator shall submit the information to the appropriate records custodian. The records custodian will
20 contact the citizen and indicate when the records will be available to inspect.

21 If the records cannot be made available within seven (7) business days, the records custodian shall
22 provide a records production letter indicating the time needed to complete the request.

23 If the request to inspect is denied, the records custodian shall provide the citizen with a records request
24 denial letter indicating the basis for the denial.

25 **REQUESTS FOR COPIES²**

26 Citizens requesting copies of public records shall complete and submit the Records Request Form and a
27 government issued photo identification card with the citizen's address to the district's public records
28 request coordinator during normal business hours. The coordinator shall submit the Records Request
29 Form to the appropriate records custodian.

1 The records custodian shall provide an estimate of the reasonable costs to produce the requested
2 records. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of
3 Reasonable Charges found at [https://www.comptroller.tn.gov/office-functions/open-records-](https://www.comptroller.tn.gov/office-functions/open-records-counsel/office-of-open-records-counsel/policies---guidelines.html)
4 [counsel/office-of-open-records-counsel/policies---guidelines.html](https://www.comptroller.tn.gov/office-functions/open-records-counsel/office-of-open-records-counsel/policies---guidelines.html) shall be used to determine the
5 reasonable cost. The records custodian will provide the citizen with an invoice detailing the charges.
6 The citizen shall pay the estimated reasonable costs by check made payable to the Collierville Schools
7 prior to the district producing the copies.

8 If the records cannot be made available within seven (7) business days, the records custodian shall
9 provide a records production letter indicating the time needed to complete the request.

10 If the request for copies is denied, the records custodian shall provide the citizen with a records request
11 denial letter detailing the basis for the denial.

12 **FREQUENT AND MULTIPLE REQUESTS**

13 When the total number of requests for copies made by a requestor within a calendar month exceeds
14 four (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to
15 produce copies of the requested records. Prior to charging a reasonable fee, the requestor shall be
16 notified of this policy and provided with a Notice of Aggregation of Multiple Requestors form. The
17 Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable
18 Charges found at [https://www.comptroller.tn.gov/office-functions/open-records-counsel/office-of-](https://www.comptroller.tn.gov/office-functions/open-records-counsel/office-of-open-records-counsel/policies---guidelines.html)
19 [open-records-counsel/policies---guidelines.html](https://www.comptroller.tn.gov/office-functions/open-records-counsel/office-of-open-records-counsel/policies---guidelines.html) shall be used to determine the reasonable cost.
20 Further, the names of persons inspecting records and the date of inspection shall be recorded.

21 **DENIAL OF REQUESTS FOR NONCOMPLIANCE⁷**

22 *Requests to Inspect a Public Record*

23 The district shall deny a request to inspect a public record from any citizen who has:

- 24 a. Made two (2) or more requests to view a public record within a six-month period; and
- 25
- 26 b. For each request, failed to view the cord within fifteen (15) business days of receiving
- 27 notification that the record was available.
- 28

29 Requests from such citizen shall be denied for six (6) months from the date of the second records
30 request. The district's public records request coordinator may waive this denial if he/she determines
31 that failure to view the record was for good cause.

32 *Requests for Copies of Public Records*

33 The district shall deny a request for copies of a public record from any citizen who:

- 34 a. Has been provided with an estimate of the reasonable cost to produce the requested records;
- 35

1 b. Has agreed to pay such estimated reasonable cost prior to production of the records; and

2
3 c. Fails to pay the actual cost after the records have been produced.

4 Additional requests from such citizen shall be denied until the original cost is paid.

5 RECORDS RETENTION

6 The Director of Schools and/or his designee(s) shall retain and dispose of ~~District~~ school district records
7 in accordance with the following guidelines:⁸

- 8 1. The Director of Schools and/or his/her designee(s) will determine if a particular record is of
9 permanent or temporary value in accordance with regulations promulgated by County Public
10 Records Commission and the Tennessee Institute for Public Services records manual;^{9,10}
11
- 12 2. Temporary value records which have been kept beyond the required time may be recommended
13 to the Public Records Commission for destruction;^{11,12}
14
- 15 3. The records that the State Librarian and Archivist desire to preserve in their facilities will be
16 transferred to the State Library and Archives. The temporary value records rejected by the
17 State Library and Archives may be transferred to another institution or destroyed;^{11,12,13}
18
- 19 4. Permanent records will be kept in some usable form (digital, printed, microfilm, etc.). If the
20 Director of Schools desires to destroy the original permanent record, these records must be
21 reproduced by microfilming or some other permanent reproduction method. Permission to
22 destroy any original permanent record after microfilming follows the same procedure noted
23 above for temporary records;^{10,11} and
24
- 25 5. The Director of Schools shall establish procedures to safeguard against the unlawful
26 destruction, removal or loss of records.¹⁴

27 DISTRICT PUBLIC RECORDS REQUEST COORDINATOR¹⁵

28 Name: Jeffrey W. Jones
29 Title: Assistant Superintendent
30 Collierville Schools
31 145 215 W. Poplar Avenue
32 Collierville, TN 38017
33 901-861-7000
34 www.colliervilleschools.org

Legal References

1. TCA 49-2-301(b)(1)(Z)
2. TCA 10-7-503
3. TCA 10-7-506(a)
4. TCA 49-2-104
5. TCA 10-7-504(p)
6. *Policy Related to Reasonable Charges a Records Custodian May Charge for Frequent and Multiple Requests for Public Records*, Tennessee Comptroller of the Treasury, available at <https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf>; TCA 10-7-503(a)(1)(B),(C)
7. TCA 10-7-503(a)(7)(A)(vii)
8. TCA 10-7-503(h)(6)
9. TCA 10-7-401
10. TCA 10-7-406; TCA 10-7-301(5),(13)
11. TCA 10-7-404
12. TCA 10-7-413
13. TCA 10-7-414
14. TCA 39-16-504
15. TCA 10-7-503(g)(1)(D)

Cross References

Financial Reports and Records 2.701
Personnel Records 5.114
Student Records 6.600

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Board-Community Relations	Descriptor Code: 1.500	Issued Date: 12/10/24
		Rescinds: 1.500	Issued: 12/02/13

1 In order to promote school-community interaction relating to the policy and operation of schools, the
2 board shall:

- 3 1. Strive to keep citizens regularly informed about all of the policies, practices, and planning of
4 the school system **through both its own efforts and the office of the Director of Schools;**
- 5 2. Direct all school employees, including teachers, administrators, and support service personnel,
6 to participate in good school-community interactions **by:**
 - 7 a. **Transmitting pertinent and correct information to citizens and**
 - 8 b. **Seeking ways to improve school-community relations;** and
- 9 3. Recognize the right of the news media to inquire, research, and report to the public information
10 about local schools.

11 The principal of each school shall be responsible for the development of a public relations program and
12 shall promote programs which involve parents and the community with the school.

13 The **D**irector of **S**chools shall be responsible for providing leadership in school-community relations.
14 Through the use of his/her staff, he/she shall promote a program to best coordinate the involvement of
15 the schools **and the** community, **and other local governmental agencies.**

Cross References

Visitors to the Schools 1.501
Board-Media Relations 1.502
~~Board Meeting News Coverage 1.502~~
Advertising & Distribution of Materials in Schools 1.806
Crisis Management 3.203
Community Use of School Facilities 3.206
Political Activities 5.606

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: <h2 style="text-align: center;">Visitors to the Schools</h2>	Descriptor Code: 1.501	Issued Date: 12/10/24
		Rescinds: 1.501	Issued: 07/16/24 06/09/15

1 Except on occasions, such as schools programs, athletic events, open house and similar public events;
 2 all visitors will report to the school office when entering the school and will sign **in a log-book**. Visitors
 3 will also follow check-in procedures including, but not limited to, identification verification.
 4 Authorization to visit elsewhere in the building or on the school campus will be determined by the
 5 principal or designee. Guest passes shall be issued for all persons other than students and employees of
 6 the school.¹

7
 8 In order to maintain the conditions and atmosphere suitable for learning, no other person shall enter onto
 9 the grounds or into the school buildings during the hours of student instruction except students assigned
 10 to that school, the staff of the school, parents of students, and other persons with lawful and valid business
 11 on the school premises.²

12 13 VISITOR CONDUCT

14
 15 Persons who come onto school property shall be under the jurisdiction of the site administrator/designee.
 16 Individuals who come onto school property or who contact employees on school or district business are
 17 expected to behave accordingly. The Director of Schools shall develop a visitor code of conduct to be
 18 presented to the board attorney, and then, approved by the Board.³ This code shall prohibit the following:

- 19 1. Cursing and use of obscenities;
- 20 2. Disrupting or threatening to disrupt school or office operations;
- 21 3. Acting in an unsafe manner that could threaten the health or safety of others;
- 22 4. Verbal or written statements or gestures indicating intent to harm an individual or
23 property; and
- 24 5. Physical attacks intended to harm an individual or substantially damage property.

25
 26 The visitor code of conduct shall be posted on the district's website as well as the school's website,
 27 and copies of the code shall be provided to all teachers, counselors, administrative staff, and other
 28 school employees. In addition, each school entrance shall have the visitor code of conduct posted
 29 prominently along with the phone number of someone in the school's administration who can answer
 30 questions about the code.

31
 32 Annually, parent(s)/guardian(s) shall be provided with a printed copy of the code of conduct, along with
 33 the phone number of someone in the school's administration who can answer questions about the code.
 34 Parent(s)/guardian(s) shall sign a statement acknowledging that they have read and understood the code
 35 of conduct.

36
37
38

1
2 **CONSEQUENCES FOR CODE OF CONDUCT VIOLATION**

3
4 The principal or his/her designee has the authority to exclude from the school premises any persons
5 disrupting the educational programs in the classroom or in the school, disturbing the teachers or students
6 on the premises, or on the premises for the purpose of committing an illegal act.²

7
8 The principal shall contact law enforcement officials when he/she believes the situation warrants such
9 measures.

10

Legal References

1. [TCA 49-2-303\(b\)\(4\)](#)
2. [TCA 49-6-2008](#); [TCA 39-14-406](#)
3. [Public Acts of 2024, Chapter No. 810](#)

Cross References

Section 504 & ADA Grievance Procedures 1.802
Vendor Relations 2.809
Security 3.205
Care of School Property 6.311

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: <h2 style="text-align: center;">Board-Media Relations</h2>	Descriptor Code: 1.502	Issued Date: 12/10/24
		Rescinds: 1.502	Issued: 01/14/14

- 1 A copy of the agenda and agenda materials will be sent in advance to members of the news media who
- 2 request it. Additionally, all reports approved by the Board shall be made available to the media.

- 3 The press will be provided with working copies of the agenda and agenda materials upon request.

- 4 The Chair~~man~~ of the Board and/or the Director of Schools will be available after each meeting to
- 5 answer questions and to clarify points of discussion and action.

Cross References:

Board-Community Relations 1.500
 News Releases, Conferences and Interviews 1.503

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: News Releases, News Conferences and Interviews	Descriptor Code: 1.503	Issued Date: 12/10/24
		Rescinds: 1.503	Issued: 01/14/14

1 The release of official news from the system and schools shall be coordinated as follows:

- 2 1. The Board Chair**man** will be the official **spokesman** **spokesperson** for the Board;
- 3
- 4 2. News releases **which that** are of a system wide nature or pertain to established system policy
- 5 are the responsibility of the **D**irector of **S**chools or a designated member of the administrative
- 6 staff; and
- 7
- 8 3. News releases **which that** are of concern to only one school or to an organization of one school
- 9 are the responsibility of the principal of that particular school.

10 When individual board members or the **D**irector of **S**chools express their views on any issue **which**

11 **that** is in opposition to a view expressed in board policy, they have the duty to make clear that the view

12 expressed is not the official view of the Board or school system.

13 **RELEASES TO NEWS MEDIA**

14 **The Director of Schools or his/her designee(s) will be responsible for approval of all news releases that**

15 **originate in the schools.**

16 **Public information that is not personal or confidential should be made available to all news media upon**

17 **request. In an effort to establish and maintain cooperative public relations, cordial ties should be**

18 **maintained with persons representing the various news media.**

Cross References:

Board-Community Relations 1.500
Board Meeting News Coverage 1.502
Crisis Management 3.203

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Policy Development and Adoption	Descriptor Code: 1.600	Issued Date: 12/10/24
		Rescinds: 1.600	Issued: 10/27/20 12/02/13

1 The Board shall adopt and publish a Board Policy Manual. ~~The Director of Schools shall be~~
2 ~~responsible for drafting policy proposals and maintaining the Board Policy Manual.~~

3 A proposed policy or policy change shall be submitted to the Collierville Schools Board as part of the
4 Board Meeting agenda.

5 Adoption shall require an affirmative vote by a majority of the membership of the Collierville Schools
6 Board.

7 Policies and amendments adopted by the Collierville Schools Board shall be made a part of the
8 minutes and shall be placed in the Policy Manual. Policies and amendments shall be effective
9 immediately upon adoption, unless a specific effective date is provided, and shall supersede any
10 previous Board action on the subject.

11 POLICY MAINTENANCE

12 **The Director of Schools shall be responsible for drafting policy proposals and maintaining the Board**
13 **Policy Manual.** At least biennially, the Collierville Schools Board shall review its Policy Manual for
14 the purpose of passing, revising or deleting policies mandated by changing conditions.¹ In order that
15 the Policy Manual remain current, the Collierville Schools Board may contract annually for TSBA's
16 policy maintenance service.

17 Policies shall be accessible to all employees of the school system, members of the Collierville Schools
18 Board, and citizens of the community by posting the policies on the Collierville Schools website.¹ All
19 Policy Manuals shall remain the property of the Collierville Schools Board and are subject to recall
20 any time deemed necessary by the Director of Schools.

21 SUSPENSION OF POLICIES

22 Any Collierville Schools Board Policy or part thereof may be suspended by an affirmative vote by a
23 majority of the members of the Collierville Schools Board.

24 ADMINISTRATION IN POLICY ABSENCE

25 In cases where the Collierville Schools Board has provided no guidelines for administrative action, the
26 Director of Schools shall have the power to act, but report to the Collierville Schools Board at its next
27 meeting.

Legal References

1. TCA 49-2-207(a)

Cross References

- Role of the Board of Education 1.101
Agendas 1.403

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: <h2 style="text-align: center;">Administrative Procedures</h2>	Descriptor Code: 1.601	Issued Date: 12/10/24
		Rescinds: 1.601	Issued: 12/02/13

1 The **D**irector of **S**chools is responsible for implementing board policies and for interpreting them to
 2 staff, students and the public.¹

3 The **D**irector of **S**chools, in consultation with principals, staff members, and other persons and groups
 4 as appropriate to the topic, will develop administrative procedures as necessary to implement board
 5 policies ~~or for the items deemed necessary for the efficient operation of the schools.~~²

6 Within the policies and regulations of the Board and the **D**irector of **S**chools, the principals are
 7 authorized to establish rules and procedures for the staff and students of their schools.

8 **DISSEMINATION**

9 The **D**irector of **S**chools is directed to establish and maintain an orderly plan for preserving and making
 10 accessible to all employees the administrative procedures.

Legal References:

1. TCA 49-2-301(b)(1)(A)
2. TCA 49-2-203 (a)(2)

Cross Reference:

Qualifications/Duties of the Director of Schools 5.802

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Administrative Committees	Descriptor Code: 1.602	Issued Date: 12/10/24
		Rescinds: 1.602	Issued: 01/14/14

- 1 The **D**irector of **S**chools may establish such committees as he/she finds necessary for proper
- 2 administration of board policies and for the improvement of the total educational program.

- 3 All administrative committees created by the **D**irector of **S**chools shall be for the purpose of obtaining
- 4 the advice and counsel of administrative and supervisory personnel of the system and to aid in
- 5 communication. Authority for establishing policy remains with the Board and authority for
- 6 implementing policy remains with the **D**irector of **S**chools.

- 7 The membership, composition, and responsibilities of committees will be defined by the **D**irector of
- 8 **S**chools and may be changed at his/her discretion.

Cross Reference:

Qualifications/Duties of the Director of Schools 5.802

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: School District Goals	Descriptor Code: 1.700	Issued Date: 12/10/24
		Rescinds: 1.700	Issued: 01/14/14

1 The Board is charged with the responsibility of determining the educational goals of the school system.
2 In discharging that responsibility, the Board has adopted the following goals in four primary areas:
3 Instruction, personnel, students and operations.

4 The Board shall develop policies to implement the goals within each area and shall annually review
5 these goals and revise them as necessary so that each program will at all times support the stated goals.

6 The Director of Schools is responsible for developing procedures and strategies to implement the goals
7 of the Board.

8 INSTRUCTION

- 9 1. To promote a plan for the organized improvement of school curriculum, including the
10 articulation between elementary and secondary schools;
11
- 12 2. To provide offerings which explore a wide range of career and service opportunities;
13
- 14 3. To promote an integration of academic, physical, social and emotional growth experiences for
15 each student; and
16
- 17 4. To promote the recognition of achievement in all endeavors (example, academic, athletic).

18 STUDENTS

- 19 1. To structure the overall instructional program to provide sufficient alternatives to meet a
20 variety of individual needs and aspirations;
21
- 22 2. To ensure that each student's interests, capacities and objectives are considered in his/her
23 learning program;
24
- 25 3. To develop a comprehensive program for disabled students providing the least restrictive
26 programs; and
27
- 28 4. To help students gain understanding of themselves, as well as skills and techniques in living
29 and working with others and being responsible citizens.

1 PERSONNEL

- 2 1. To provide high quality performance by the staff, including both professional and support
3 personnel;
- 4
- 5 2. To establish acceptable performance standards for all personnel;
- 6
- 7 3. To set goals for educator diversity that take into consideration the diversity of the student
8 population;¹
- 9
- 10 4. To provide in-service training and professional growth experiences for teachers and
11 administrators; and
- 12
- 13 5. To maintain an evaluation system for the improvement of the instructional system.

14 OPERATIONS

- 15 1. To make every effort to secure adequate funding for the educational program in support of the
16 stated goals;
- 17
- 18 2. To maintain an adequate system of fiscal and business management;
- 19
- 20 3. To develop plans for the efficient use of school facilities; and
- 21
- 22 4. To ensure appropriate communication between the director of schools and the Board.

Legal References

1. State Board of Education Policy 5.700;
TCA 49-1-302(g)

Cross References:

Role of the Board of Education 1.101
Fiscal Management Goals 2.100
Business Management Goals 3.100
Instructional Goals 4.100
Personnel Goals 5.100
Student Goals 6.100

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: School District Planning	Descriptor Code: 1.701	Issued Date: 12/10/24
		Rescinds: 1.701	Issued: 01/14/14

FIVE YEAR STRATEGIC PLAN

The Board shall develop and implement a written five (5) year strategic plan that addresses identified priority needs and provides for continuous student growth and improvement. The plan shall be updated every two (2) years and shall align with requirements of the State Board of Education.¹ ~~comprehensive and long-range plans based on the following:~~

- ~~1. Identifying and analyzing the major factors that affect what and how students learn;~~
- ~~2. Developing and implementing a written five-year plan to include a mission statement, goals, objectives, strategies, and address the State Board of Education Master Plan and such plan shall be updated every two years;¹~~
- ~~3. Establishing annual program improvement objectives, including major activities, expected outcomes, time lines, responsible persons and required resources; and~~
- ~~4. Basing major budget decisions on long-range plans.~~

DISTRICT IMPROVEMENT PLANNING

The Board shall develop an annual plan with specific goals for improving student performance and that operationalize the district's five (5) year strategic plan. These goals will be incorporated into the TISA accountability report that must be approved by the Board and filed with the Department of Education each November 1st.²

The Board shall plan an annual retreat with the Director of Schools and appropriate staff. The purpose of the retreat shall be to review progress on the implementation of priorities, initiatives, and long-range plans; to determine which goals have been achieved and whether any new efforts are needed; and to review major issues that may affect the school system in the future. ~~An annual status report on these plans shall be submitted to the Commissioner of Education by September 1 of each year in the required format.~~

SCHOOL IMPROVEMENT PLANS

~~Each~~ The principal of each school shall work with the Director of Schools to develop and implement a school improvement plan that is student-focused and supportive of the district's improvement plan(s). The plan shall be updated ~~every two years and include areas such as curriculum, instruction,~~

~~professional development, and community partnerships, annually~~ and address the long-range strategic plan of the school system.¹

- 1 The Director of Schools shall develop necessary procedures, forms or other measures to implement ~~the~~
- 2 ~~goals of~~ this policy.
- 3 ~~A planning coordinator may be designated by the director of schools to help coordinate system-wide~~
- 4 ~~planning efforts, establish and coordinate an issues management process, aid district staff in~~
- 5 ~~developing specific plans, and monitor implementation schedules.~~

Legal Reference:

1. TCA 49-1-613; TRR/MS 0520-01-02-.03(8);
State Board of Education Policy 2.101
2. TCA 49-3-112

Cross References:

Role of the Board of Education 1.101
Qualifications/Duties of the Director of Schools 5.802

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: School Attendance Areas	Descriptor Code: 1.703	Issued Date: 12/10/24
		Rescinds: 1.703	Issued: 01/14/14

1 The Board shall establish school attendance areas and periodically review boundary adjustments. The
2 **D**irector of **S**chools shall enforce these areas as established by the Board.¹

3 The primary considerations governing the establishment of a school attendance area are:

- 4 1. The educational opportunity afforded students;
- 5
- 6 2. The capacity of each school; and
- 7
- 8 3. The geographic location of each school in relationship to the surrounding student population.
- 9

10 All students must attend the school in the zone in which they reside, except as they may be assigned
11 elsewhere for special education reasons, insufficient space, or as approved for transfers on an annual
12 basis.

Legal Reference:

1. TCA 49-6-403(c)

Cross Reference

School Attendance Zones 6.2041
Student Assignments 6.205
Transfers Within the System 6.206

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: School Calendar	Descriptor Code: 1.800	Issued Date: 12/10/24
		Rescinds: 1.800	Issued: 06/25/24 01/14/14

1 No later than the end of the school year, the Board will adopt, upon the recommendation of the
2 **D**irector of **S**chools, an official school calendar for the succeeding school year¹. The calendar will
3 identify holidays, vacation days, summer sessions and other extensions of the school year. The
4 calendar may be revised by the Board, upon recommendation of the **D**irector of **S**chools, due to
5 inclement weather or other factors.

6 The regular school year shall be 200 days¹ and scheduled as follows:

- 7 ▪ A minimum of 180 student attendance days;
- 8 ▪ A minimum of five (5) days in-service education for all certificated personnel;
- 9 ▪ One (1) days for parent-teacher conferences;
- 10 ▪ Ten (10) days paid vacation for all certified personnel; **and**
- 11 ▪ Four (4) discretionary days; **and**
- 12 ▪ If any school is used as a polling place for a presidential primary election and/or a regular
13 November election, all schools will be closed for instruction on those days. Those days may be
14 used as in-service days for school personnel.²

15 The calendar shall be distributed to the school staff at the opening of the school term.

16 **STUDENT ATTENDANCE DAYS**

17 When schools are closed due to emergencies or unforeseen circumstances such as epidemics or
18 inclement weather, the time lost shall be made up to the required minimum unless otherwise approved
19 by the State Department of Education.¹

20 **IN-SERVICE EDUCATION**

21 Each day of in-service education included in the school calendar shall be equivalent to not less than six
22 (6) hours of planned activities.³

23 **DISCRETIONARY DAYS**

24 Four (4) discretionary days shall be included in the calendar and may be designated by the Board as
25 student attendance days, in-service days or administrative days, which may be used by administrators,
26 faculty and staff for preparation for commencement of classes, record keeping, grading examinations,
27 parent-teacher conferences and other classroom functions.¹

Legal References

1. [TCA 49-6-3004\(a\)\(1\)-\(6\)](#)
2. [Public Acts of 2024, Chapter No. 573](#)
3. [TN Dept. of Education, *Guidelines for Planning Approvable In-Service Education Activities*](#)

Cross References

Compensation Guides and Contracts 5.110
In-Service and Professional Learning Opportunities 5.113
Attendance 6.200

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: <h2 style="text-align: center;">School Day</h2>	Descriptor Code: 1.801	Issued Date: 12/10/24
		Rescinds: 1.801	Issued: 01/14/14

- 1 For the purpose of meeting instructional time requirements missed due to dangerous or extreme
- 2 weather conditions, the minimum length of the school day shall be ~~six and one-half (6 1/2)~~ seven (7)
- 3 hours total for all grades.¹

- 4 All teachers shall be on duty at least seven and one-half (7.5) hours each instructional day and such
- 5 additional time as the administrative organization requires.²

Legal References:

1. TRR/MS 0520-01-02-.31(1)(a)(1)
2. TRR/MS 0520-01-02-.31(5)

Cross References:

- Staff Time Schedules 5.602
Staff Meetings 5.603

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Emergency Closings	Descriptor Code: 1.8011	Issued Date: 12/10/24
		Rescinds: 1.8011	Issued: 08/24/21 04/14/20

1 *General*

2 The Board authorizes the Director of Schools to close schools in the event of hazardous weather, a public
3 health emergency, or any other emergency which presents a threat to the safety of students, staff
4 members, or school property.¹

5 As soon as the decision to close schools is made, the Director of Schools will notify the public media
6 and request that an announcement be made.

7 If school is not in session or is dismissed early due to snow or inclement weather, the Director of Schools
8 in consultation with the principal(s) of the impacted school(s) shall determine if all scheduled activities
9 in which students are involved shall be postponed or cancelled.

10 **EMPLOYEE RESPONSIBILITIES**

11 In the event of an emergency that requires closure of a school building, group of schools, or the entire
12 district, the Director of Schools is authorized to continue to pay employees who are not able to physically
13 report for duty as a result. These employees may receive their regular wages. Such payments shall not
14 exceed the number of days budgeted for each employee.

Legal References

1. TCA 49-6-3004(e)(1); TRR/MS 0520-01-02-.31(1)(a)(1)(i); TCA 58-2-101; **Public Acts of 2021, Chapter No. 96; TCA 49-2-214**

Cross References

Emergency Preparedness Plan 3.202
Telework During Emergencies 5.1151

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Section 504 and ADA Grievance Procedures	Descriptor Code: 1.802	Issued Date: 12/10/24
		Rescinds: 1.802	Issued: 02/11/14

1 The Board is committed to maintaining equitable employment/educational practices, services,
2 programs and activities that are accessible and usable by qualified individuals with disabilities.

3 **DEFINITION**

4 *Section 504 of the Rehabilitation Act of 1973* provides that: No otherwise qualified individual with
5 handicaps in the United States...solely by reason of his/her handicap, be excluded from the
6 participation in, be denied the benefits of, or be subjected to discrimination under any program or
7 activity receiving federal financial assistance.¹

8 *Title II of the Americans with Disabilities Act, 1990* provides that: No otherwise qualified individual
9 with a disability shall be discriminated against in regard to job application procedures, the hiring,
10 advancement, or discharge of employees, employee compensation, job training and other terms,
11 conditions and privileges of employment.²

12 **COORDINATOR**³

13 The Board shall designate at least one employee to coordinate its efforts to comply with and carry out
14 its responsibilities under the Americans with Disabilities Act (ADA) and Section 504, including any
15 investigation of any complaint alleging non-compliance with the Acts or alleging any actions that
16 would be prohibited by the Acts.

17 **NOTICE**⁴

18 The Board shall make available the name, office address and telephone number of the ADA/Section
19 504 coordinator.

20 Methods of initial and continuing notification may include the posting of notices, publication in
21 newspapers and student and employee handbooks and distribution of memoranda or other written
22 communications.

23 **COMPLAINT PROCEDURE**⁵

24 The coordinator will hear ADA/Section 504 complaints. Complaints shall be submitted orally or in
25 writing to the coordinator who will endeavor to accomplish prompt and equitable resolution of
26 complaints alleging any action that would be prohibited by the ADA/Section 504. The coordinator will
27 respond to all complaints within twenty (20) days with a written response as well as information on

1 further grievance procedures that may be followed if the complaining party is not satisfied with the
2 coordinator's proposed resolution.

3 **DUE PROCESS HEARING PROCEDURES**

4 Section 504 of the Rehabilitation Act of 1973 provides the right to an impartial due process hearing if a
5 parent wishes to contest any action of the school system with regard to a child's identification,
6 evaluation, and placement under Section 504.⁶ If a parent/guardian requests a Section 504 hearing, the
7 parent/guardian has the right to personally participate and to be represented at the hearing by an
8 attorney or advocate at the parent's expense. Contested actions or omissions that are appropriate for a
9 Section 504 hearing should involve identification, evaluation, or placement issues involving a child
10 who has or is believed to have a disability.

11 *Request for Hearing*

12 A parent/guardian who wishes to challenge an action or omission with regard to the identification,
13 evaluation, or placement of a student who has or is believed to have a disability as defined by Section
14 504, shall make an oral or written request for a due process hearing to the Section 504 coordinator.
15 The request shall be submitted on or reduced to writing on a form provided through the Central Office.

16 *Impartial Hearing Officer*

17 The **D**irector of **S**chools or his/her designee shall appoint an impartial hearing officer to preside over
18 the hearing and issue a decision. Such appointment will be made within fifteen (15) days of the date of
19 receipt of a request for a due process hearing. The hearing officer will be hired as an independent
20 contractor at no expense to the parent. The hearing officer that is appointed shall not be a current
21 employee of the school system and shall not be related to any member of the Board of Education. The
22 hearing officer need not be an attorney but shall be familiar with the requirements of Section 504 and
23 the hearing procedures under Section 504. The choice of an impartial hearing officer is final and may
24 not be presented as an issue at the due process hearing since such an issue would not relate to the
25 identification, evaluation, or placement of a disabled child under Section 504. If a parent/guardian
26 disputes the impartiality of the appointed hearing officer, he/she may raise such issue in a review of the
27 hearing officer's opinion by a court of competent jurisdiction or in a complaint to the Office for Civil
28 Rights.

29 Office for Civil Rights
30 U.S. Department of Education
31 61 Forsyth St. S.W., Suite 19T10
32 Atlanta, GA 30303-8927
33 Telephone: 404-974-9406; TDD: 877-521-2172
34 Email: OCR.Atlanta@ed.gov

1 *Scheduling of Hearing*

2 The appointed hearing officer shall set a date for the hearing within fifteen (15) days of his/her appointment and
3 provide this information in writing to the parent/guardian and the Section 504 coordinator. The hearing shall
4 take place at a mutually agreeable time and place.

5 *Continuances*

6 Upon a showing of good cause, the hearing officer, at his/her discretion may grant a continuance of the
7 hearing date and set a new hearing date.

8 *Legal Representation at Hearing*

9 If a parent/guardian is represented by a licensed attorney at the due process hearing, he/she must
10 inform the Section 504 coordinator and the appointed hearing officer of that fact, in writing, at least
11 seven (7) calendar days prior to the hearing date, or the hearing can be continued upon the
12 coordinator's request.

13 *Pre-Hearing Conference*

14 The hearing officer may order a Pre-Hearing Conference during which the parent/guardian or his/her
15 representative will state and clarify the issues to be addressed at the hearing. The Pre-Hearing
16 Conference will also serve to resolve preliminary matters, clarify jurisdictional issues, and answer the
17 parties' questions regarding the hearing process. The Pre-Hearing Conference can be held via
18 telephone or in person depending on the hearing officer's decision based on the convenience to both
19 parties.

20 *Dismissals*

21 If, after the Pre-Hearing Conference, the hearing officer finds that the parent, as a matter of law,
22 alleges and/or raises no factual claims or legal issues that come within his/her jurisdiction as a Section
23 504 hearing officer, he/she may dismiss the hearing and issue an order to that effect explaining the
24 basis for such finding.

25 *Hearing*

26 The hearing shall be conducted in an informal, non-adversarial manner. The hearing shall be closed to
27 the public unless the parent/guardian requests an open hearing. The hearing officer may reasonably
28 limit testimony and introduction of exhibits for reasons or relevance.

29 *Recording*

30 Instead of a formal written transcript produced by a court reporter, the entire due process hearing will
31 be video recorded. The school system shall provide a copy of the recording to the parent/guardian upon
32 request. In order for an accurate recording to be made, the parties and witnesses shall introduce
33 themselves at the beginning of their presentations. If a parent/guardian appeals the decision of the

1 hearing officer to a court of competent jurisdiction, the school system shall prepare a written transcript
2 of the hearing to be offered to the court as an exhibit.

3 *Witnesses*

4 Witnesses will present their information in narrative form, without the traditional question and answer
5 format of legal proceedings. Cross-examination of witnesses will not be allowed, but a party may
6 request that the hearing officer, at his/her discretion, ask a witness a certain question.

7 *Format of Presentation*

8 Each side will have an equal amount of time to present their positions as determined by the hearing
9 officer. The parent/guardian will present his/her case first by making an opening statement outlining
10 the issues, calling witnesses, and making a closing argument. The school system will present its side
11 next. At the end of the school system's presentation, the parent/guardian may offer a short response.
12 Each side may present personally or through their representatives.

13 *Submission of Exhibits*

14 As part of their presentations and at the discretion of the hearing officer, the parties may submit any
15 reports, evaluations, correspondence, notes, or any other documents that may support their positions.
16 Exhibits submitted to the hearing officer by either party must be marked. The hearing officer may, in
17 the exercise of his/her discretion, reasonably limit the number of documents to be submitted for his/her
18 review, as well as the number of witnesses and the length and/or scope of their presentations or
19 statements.

20 *Closing Arguments*

21 The hearing officer may allow or request written closing arguments summarizing and characterizing
22 the information presented at the hearing.

23 *Decision*

24 The hearing officer may make an oral ruling at the conclusion of the hearing or take the case under
25 advisement and issue a written opinion. Such decision shall address all of the issues raised by the
26 parent/guardian as well as any corrective actions, if any, the school system must take. Any issue or
27 claim raised by the parent/guardian that is left unaddressed by the hearing officer in his/her decision
28 will be deemed to have been denied. The decision must be issued within forty-five (45) days after the
29 date the Request for a Due Process Hearing is received by the district. The hearing officer may not
30 award attorneys' fees as a part of the relief granted to a parent/guardian or the district.

31 *Review Procedure/Appeal*

32 If the parent/guardian is not satisfied by the decision of the hearing officer, he/she may seek review of
33 the decision in a court of competent jurisdiction.

Legal Reference:

1. 34 CFR § 104.4(a)
2. 42 USCA §12112(a)
3. 28 CFR § 35.107
4. 28 CFR § 35.106; 34 CFR § 104.8; 28 CFR § 35.107
5. 28 CFR § 35.170; 28 CFR § 35.171; 28 CFR § 35.172
6. 34 CFR §104.36; 34 CFR §104.7

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Tobacco-Free Schools	Descriptor Code: 1.803	Issued Date: 12/10/24
		Rescinds: 1.803	Issued: 07/07/14 01/14/14

1 All uses of tobacco and tobacco products, including smokeless tobacco, electronic cigarettes and
 2 associated paraphernalia are prohibited in all of the school district's buildings and in all vehicles that are
 3 owned, leased or operated by the district.^{1,2} Smoking shall be prohibited in any public seating areas
 4 including, but not limited to, bleachers used for sporting events or public restrooms.³

5 District employees and students enrolled in the district's schools will not be permitted to use tobacco or
 6 tobacco products, including smokeless tobacco, electronic cigarettes and associated paraphernalia while
 7 they are participants in any class or activity in which they represent the school district.

8 Any student who possesses tobacco products shall be issued a citation by the school principal/resource
 9 officer.⁴ The Director of Schools, in cooperation with the juvenile court and the local police/sheriff's
 10 department, is responsible for developing procedures for issuance of the citations which shall include
 11 the form and content of citations and methods of handling completed citations.

12 Parents and students shall be notified of this citation requirement at the beginning of each school year.

13 Signs will be posted throughout the district's facilities to notify students, employees and all other persons
 14 visiting the school that the use of tobacco and tobacco products is forbidden. The following notice shall
 15 be prominently posted (including at each ticket booth) for elementary or secondary school sporting
 16 events: *Smoking is prohibited by law in seating areas and in restrooms.*⁵

Legal References

1. ~~Section 1042 of the Environmental Tobacco~~
~~Smoke/Pro-Children Act of 1994~~ 20 USCA § 6083
2. TCA 39-17-1604(6); TCA 39-17-1503(11), (12)
3. TCA 39-17-1604(10)
4. TCA 39-17-1505
5. TCA 39-17-1605

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Alcohol & Drug-Free Workplace	Descriptor Code: 1.804	Issued Date: 12/10/24
		Rescinds: 1.804	Issued: 01/14/14

1 No employee shall unlawfully manufacture, distribute, dispense, possess or use on or in the workplace
2 any alcohol¹ or any illegal or unauthorized drug(s)² ~~narcotic drug, hallucinogenic drug, amphetamine,~~
3 ~~barbiturate, marijuana or any other controlled substance, as defined in federal law.~~

4
5 Any employee who violates the terms of this policy shall be subject to disciplinary action, including
6 but not limited to, ~~suspended and shall be subject to dismissal~~ suspension, dismissal and/or referral for
7 criminal prosecution.²

8
9 The Director of Schools shall be responsible for providing a copy of this policy to all school system
10 employees.

11 DEFINITIONS

12
13
14 “Workplace” shall include any school building or any school premise; any school-owned or any other
15 school-approved vehicle used to transport students to and from school or school activities; and off-
16 school property during any school-sponsored or school-approved activity, event or function.

17
18 “Alcohol” shall include, but is not limited to, spirits, liquor, wine, beer, and any liquid containing
19 alcohol as defined by state and/or federal law.³

20
21 “Illegal drugs” shall include any narcotic drug, hallucinogenic drug, amphetamine, barbiturate,
22 marijuana, or any other controlled substance as defined by state and/or federal law.⁴

23
24 “Unauthorized drugs” shall include, but are not limited to, inhalants; any designer, synthetic,
25 derivative, analogous, or “look-alike” substances that are manufactured, designed, or intended to
26 resemble and/or mimic the effects of illegal drugs; any legally prescribed drugs being used in a manner
27 for which they were not intended or prescribed including, but not limited to, the use of prescription
28 drugs prescribed for another individual; and any unlawful substances that could result in impairment of
29 physical or mental capacity that is threatening to the health or safety of the employee or others.⁵

Legal Reference:

1. TCA 39-17-715
2. Drug Free Workplace Act of 1988, 41 USCA § 8103;
34 CFR § 84.205 - 84-215
3. TCA 57-4-102; 26 USCA § 5002
4. 21 USCA § 812
5. TCA 49-5-1003(b)(16),(17),(18)

Cross Reference:

Drug and Alcohol Testing, Employees 5.403
Drug-Free Schools 6.307

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: <h2 style="text-align: center;">Use of Electronic Mail (e-mail)</h2>	Descriptor Code: 1.805	Issued Date: 12/10/24
		Rescinds: 1.805	Issued: 12/08/20 01/14/14

1 Electronic mail capability among board members, **students** and district staff exists for the purpose of
 2 enhancing communication to better perform tasks associated with their positions and assignments.
 3 Therefore all staff, **students** and board members who have access to the district network shall adhere to
 4 the following guidelines when sending or receiving messages via system wide-electronic mail (e-mail):

- 5 1. Because all computer hardware and software belong to the Board, all data including e-mail
 6 communications stored or transmitted on school system computers shall be monitored.
 7 Employees/board members/**students** have no right to privacy with regard to such data.
 8 Confidentiality of e-mail communication cannot be assured. E-mail correspondence may be
 9 a public record under the public records law and may be subject to public inspection.¹
- 10 2. Messages shall pertain to legitimate board/district business; e-mail shall not be used to
 11 circumvent requirements of the Open Meetings Act.²
- 12 3. Staff/board members will be asked to sign an application for terms and conditions for *Use of*
 13 *the Internet*. Staff/board members shall not reveal their passwords to others in the network or
 14 to anyone outside of it. If anyone has reason to believe that a password has been lost or stolen
 15 or that e-mail has been accessed by someone without authorization, s/he shall contact the
 16 technology coordinator immediately.
- 17 4. It is the responsibility of the sender not to violate copyright laws.
- 18 5. Messages shall not be sent that contain material that may be defined by a reasonable person
 19 as obscene or that are racist, sexist or promote illegal or unethical activity.
- 20 6. District issued email shall not be used for creation of outside personal accounts.

27 Any usage contrary to the above shall be reported immediately to the **D**irector of **S**chools and may result
 28 in the suspension and/or revocation of system access or if deemed necessary, appropriate disciplinary
 29 action may be taken.

30 _____
 31
 32
 33 Legal References
 34
 35 1. TCA 10-7-503; TCA 10-7-512
 36 2. TCA 8-44-102

Cross References
 5.606 Political Activities
 5.613 Staff Responsible Use

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Advertising and Distribution of Materials in the Schools	Descriptor Code: 1.806	Issued Date: 12/10/24
		Rescinds: 1.806	Issued: 01/14/14

- 1 No part of the school system, including the facilities, the name, the staff, and the students, shall be
 2 used for advertising or promoting the interests of any commercial, political or other non-school agency
 3 or organization except that:
- 4 1. The **system**/school may cooperate in furthering the work of any non-profit, community-wide
 5 social service agency, provided that such cooperation does not restrict or impair the educational
 6 programs of the schools;
 7
 - 8 2. The **system**/school may participate in radio or television programs under acceptable
 9 commercial sponsorship when such programs are educationally beneficial;
 10
 - 11 3. Community, educational, charitable, recreational and other similar civic groups may advertise
 12 events pertinent to students' interests or involvement. Such advertisement, including the
 13 distribution of materials, shall be subject to any procedures related to time, place and manner
 14 established by the **supervisor**/principal;
 15
 - 16 4. The **supervisor**/principal shall screen all materials prior to distribution to ensure their
 17 appropriateness. The principal may prohibit materials that:
 18
 - 19 a. would likely ~~to~~ cause substantial disruption of the operation of the **system**/school;
 - 20 b. violate the rights of others;
 - 21 c. are obscene, lewd or sexually explicit; or
 - 22 d. students would reasonably believe to be sponsored or endorsed by the **system**/school.
 - 23
 - 24 5. The **system**/school may, upon approval of the **D**irector of **S**chools, cooperate with any
 25 governmental agency in promoting activities **which that** advance the education or other best
 26 interests of the students;
 27
 - 28 6. Political literature shall not be distributed through the school to students, nor sent home to
 29 parents, nor placed in teachers' mail boxes, lounges, or on school premises;
 30
 - 31 7. Political signs for people who are running for public office shall not be allowed on school
 32 property except those being held by poll workers on election day **or those being used for**
 33 **educational purposes relative to the electoral process;**¹ and
 34
 - 35 8. School publications may accept and publish paid advertising under procedures established by
 36 the **D**irector of **S**chools.

1
2
3
4
5
6
7
8
9
10
11
12
13

Legal References

1. TCA 2-19-206(d)

Cross References

Board-Community Relations 1.500
Vendor Relations 2.809
Staff Gifts and Solicitations 5.605
Political Activities 5.606
Student Publications 6.704

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Use of School/System Names	Descriptor Code: 1.807	Issued Date: 12/10/24
		Rescinds: 1.807	Issued: 01/14/14

- 1 No school or community organization, employee, student or other person may use the name of the
- 2 school system or an individual school in any promotional manner or for personal benefit without prior
- 3 approval of the Board.

Cross Reference:

Board-Community Relations 1.500

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Registered Sex Offenders	Descriptor Code: 1.808	Issued Date: 12/10/24
		Rescinds: 1.808	Issued: 07/07/14

1 Individuals registered as sex offenders in Tennessee or any other state are prohibited from the premises of any
2 school in this district, except for the limited circumstances stated in this policy.¹

3 **EMPLOYMENT**

4 An individual listed by the state of Tennessee or any other state as a registered sex offender is ineligible for
5 employment within the school district.

6 **PRESENCE ON SCHOOL PROPERTY**

7 No registered sex offender, other than a student enrolled in the school in question, shall come on, about, or
8 within 1,000 feet of a local school's property line, except as provided below.² If any employee of the school
9 district becomes aware of any registered sex offender's presence on school property, he/she shall immediately
10 inform the principal, who shall direct the individual to leave the premises immediately. The principal shall
11 request assistance from local law enforcement authorities if offender resists the principal's directives. If the
12 registered sex offender repeats this restriction of coming on to school property, the principal may confer with
13 legal counsel to take appropriate legal action.

14 Neither this policy nor state law imposes any duty upon a principal or any other employee of the local school
15 district to review the sex offender registry for individuals who may come upon the property.

16 **PARENTS WHO ARE REGISTERED SEX OFFENDERS**

17 A parent or legal guardian of a child who is enrolled in the school may attend a conference with school officials
18 with the written permission of the school's principal.

19 An offender may come within the 1,000 feet limit provided that the individual is dropping off or picking up a
20 child or children enrolled in the school.

21 Principals shall speak with the parent upon learning of their status as a sex offender to communicate the
22 restrictions of this policy and to establish open dialogue with the parent, as much as is possible or reasonable.
23 The principal shall take all appropriate measures to protect the privacy of the sex offender's child.

Legal References

1. TCA 40-39-201, et seq.
2. TCA 40-39-211 (a)

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Charter School Authorizing Principles	Descriptor Code: 1.900	Issued Date: 12/10/24
		Rescinds: 1.900	Issued: 09/27/22

1 The Collierville Schools Board of Education shall ensure that only high-quality charter schools are
2 authorized to operate within the district and adhere to the State Board of Education’s quality charter
3 authorizing standards.¹ To accomplish this, the Board shall adopt the following authorizing principles
4 that require charter schools to maintain high standards, while upholding school autonomy and protecting
5 student and public interests.¹

6 MAINTAINING HIGH STANDARDS

7 Charter schools shall be held accountable for meeting the performance standards and targets set forth in
8 their charter agreement. The Board shall close any charter school that fails to meet the standards and
9 targets established in the charter agreement or set by state law.²

10 UPHOLDING SCHOOL AUTONOMY

11 Charter school governing boards shall be independent of the Board and have the authority to make
12 instructional programming, financial, personnel, school culture, and scheduling decisions.

13 The Board shall only impose requirements on charter schools in its portfolio when there is a legal basis
14 or compelling reason to do so.

15 PROTECTING STUDENT AND PUBLIC INTERESTS

16 The Board shall ensure clarity, consistency, and public transparency in authorizing policies, practices,
17 and decisions of any charter school. The Board shall hold charter school governing boards accountable
18 for being fiscally responsible and transparent.

19 Charter schools are part of the public education program and shall adhere to non-selective,
20 nondiscriminatory practices and ensure the fair treatment of all students. They shall provide appropriate
21 services to all enrolled students in accordance with state and federal laws.³ Charter school governing
22 boards shall ensure fiscal responsibility and transparency.

Legal References

1. TCA 49-13-108(f); State Board of Education Policy 6.111; TRR/MS 0520-14-01-.01
2. TCA 49-13-111, TCA 49-13-120, TCA 49-13-122
3. TCA 49-13-111

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Charter School Applications	Descriptor Code: 1.901	Issued Date: 12/10/24
		Rescinds: 1.901	Issued: 09/27/22

1 *General*

2 This policy shall apply to sponsors and potential sponsors of charter schools. It shall not apply to charter
3 schools converting from existing public schools. Proposals from existing charter school operators or
4 replicators and applicants proposing to contract with educational service providers shall be in accordance
5 with state law.¹

6 **APPLICATION PROCESS²**

7 A prospective charter school sponsor shall send notice to the Director of Schools of its intent sixty (60)
8 calendar days prior to February 1st of the year preceding the year in which the proposed charter school
9 plans to begin operation as a charter school. **The Director of Schools shall determine whether the**
10 **sponsor has selected the correct application category within ten (10) business days of receiving the**
11 **letter of intent and notify the sponsor within five (5) business days of determination that the incorrect**
12 **category has been selected.²**

13 A sponsor seeking board approval of an initial charter school application shall complete the forms
14 provided by the **Tennessee** Department of Education. The application shall provide all the information
15 required by state law. The sponsor shall demonstrate that the proposed charter school meets the purpose
16 prescribed by state law for the formation of a charter school, and the proposed charter school will be
17 able to implement a viable program of quality education for its students.³

18 Applications shall be submitted to the Board and **the Tennessee** Department of Education on or before
19 **4:30 11:59** p.m. on February 1st of the year preceding the year in which the proposed charter school plans
20 to begin operation as a charter school. If the 1st of February falls on a Saturday, Sunday, or holiday on
21 which the school district offices are closed, applications will be accepted on the next business day on or
22 before **4:30 11:59** p.m. Late applications will not be accepted, without exception. The sponsor shall pay
23 an application fee of \$2,500.00.²

24 **REVIEW TEAM¹**

25 If necessary, the **Board** **Director of Schools** shall appoint a review team to assist in reviewing and
26 evaluating charter school applications. The team shall be comprised of members of the administrative
27 staff for the district, community members, and a member of the Board with relevant educational,
28 organizational, financial, and legal experience. At the board meeting in December of each year, the
29 Director of Schools shall make a recommendation to the Board on which members of his/her
30 administrative staff should be appointed to the team. The Board shall name the members of the team at
31 its meeting in January of each year. The Board shall designate a Chair of the review team as the contact
32 person for answering questions about the application process and receiving applications. The Director

1 of Schools shall develop an orientation for the team to ensure consistent evaluation standards and the
2 elimination of real or perceived conflicts of interest.

3 The Board shall require the Director of Schools to develop a procedure for receiving, reviewing, and
4 ruling on applications for the establishment of charter schools by the review team. The procedure shall
5 include a timeline for the application and review process. A copy of the procedure, including the review
6 criteria, shall be available to any interested party upon request.

7 The review team shall:

- 8 1. Evaluate all charter school applications based on the review criteria adopted by the Board;
9
- 10 2. Recommend one of the following options to the Board for each application: approve, reject, or
11 reject with stipulations for reconsideration;⁴ and
12
- 13 3. Make recommendations for revocation, renewal, or non-renewal of charter school contracts.

14 **APPROVAL/DENIAL OF APPLICATION⁵**

15 The Board shall rule by resolution on the approval or denial of a charter school application within ninety
16 (90) calendar days of receipt of the completed application, or the application shall be deemed approved
17 by state law. The Director of Schools shall report the action taken by the Board to the Department of
18 Education.

19 *Approval*

20 The sponsor of a charter school that is approved by the Board shall enter into a written agreement with
21 the Board which shall be binding on the charter school's governing body. The charter school agreement
22 shall be in writing and signed by the sponsor and the Board.

23 The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state and
24 local allocations or thirty-five thousand dollars (\$35,000), whichever is less.⁶

25 Charter schools approved by the Board are expected to implement the application as submitted and
26 approved. Material variations in operations from the approved application require amendment pursuant
27 to state law and the charter school agreement.⁷

28 The Board shall not provide services to charter schools that are not requested during the application
29 process except for those services that are required under state or federal law. Services agreed to be
30 provided to the charter school by the Board shall be provided at board actual cost. The Board and charter
31 school shall execute a service contract for any additional services.

32 New charter school agreements are approved for a ten (10) year period.⁸ The Board may revoke or deny
33 renewal of a charter school agreement for any of the reasons enumerated in state law.⁹

34 *Denial*

- 1 If the initial charter school application is denied, the Board shall notify the sponsor in writing within ten
2 (10) calendar days, specifying the objective reasons for the denial and the deadline by which the sponsor
3 may submit an amended application. Upon written receipt of the grounds for denial, the sponsor shall
4 have thirty (30) calendar days within which to submit an amended application to correct the deficiencies.
5 The Board shall have sixty (60) calendar days either to deny or to approve the amended application, or
6 the application shall be deemed approved by state law.⁵
- 7 If the amended charter school application is denied, the Board shall notify the sponsor in writing within
8 five (5) calendar days, specifying the objective reasons for denial and the sponsor's right to an appeal.
9 Within ten (10) calendar days of final denial, an appeal may be filed with the Tennessee Charter School
10 Commission.¹⁰

Legal References

1. TCA 49-13-106; State Board of Education Policy 6.111
2. TCA 49-13-107; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01-.01(1)(b),(e)
3. TRR/MS 0520-14-01-.01(1)(i)
4. TRR/MS 0520-14-01
5. TCA 49-13-108; TRR/MSS 0520-14-01
6. TCA 49-13-128
7. TRR/MS 0520-14-01; TCA 49-13-110(d),(e)
8. TCA 49-13-110(c)
9. TCA 49-13-122
10. TCA 49-13-108(b)(5)

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Charter School Agreements	Descriptor Code: 1.902	Issued Date: 12/10/24
		Rescinds: 1.902	Issued: 09/27/22

1 Charter agreements shall articulate the rights and responsibilities of each party regarding school
2 autonomy, funding, administration and oversight, outcomes, measures for evaluating success or failure,
3 performance consequences, and other material terms. These agreements shall be separate from the
4 application and contain terms and performance standards under which the school shall operate.¹

5 All charter agreements shall:¹

- 6 1. Clearly state the rights and responsibilities of the school and the authorizer;
- 7
- 8 2. **Define the material terms of the agreement as being those relevant to renewal;**
- 9
- 10 3. **Allow amendments subject to the approval of both parties;**
- 11
- 12 4. State and respect the autonomies to which schools are entitled (e.g. programming, staffing,
13 budgeting, and scheduling);
- 14
- 15 5. Define performance standards, criteria, and conditions for renewal, intervention, revocation,
16 and non-renewal;
- 17
- 18 6. State **when** the **amount of the** authorizer fee **and when it** will be collected;
- 19
- 20 7. Establish the consequences for meeting or not meeting standards **as outlined by the Board;**
- 21
- 22 8. State the statutory, regulatory, and procedural terms and conditions for the school's operation;
- 23
- 24 9. State reasonable pre-opening requirements or conditions for new schools to ensure that they
25 meet all health, safety, and other legal requirements prior to opening;
- 26
- 27 10. State the responsibility and commitment of the school to adhere to essential public education
28 obligations, including admitting and serving all eligible students so long as space is available,
29 and not expelling or counseling out students except pursuant to a legal discipline policy
30 approved by the Board; and
- 31
- 32 11. State the responsibilities of the school and the authorizer in the event of school closures.

Legal References

1. TCA 49-13-110; State Board of Education Policy
6.111

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Charter School Oversight	Descriptor Code: 1.903	Issued Date: 12/10/24
		Rescinds: 1.903	Issued: 09/27/22

1 *General*

2 The Board shall oversee and annually evaluate charter schools to ensure they meet the performance
3 standards and targets set forth in the charter school agreement.¹ The Board shall create a comprehensive
4 performance, accountability, and compliance monitoring system based on the charter school agreement
5 and communicate the results to each charter school. At a minimum, the monitoring system shall address
6 academic, financial, and organizational performance standards as outlined in the charter school
7 agreement and required by the State Board of Education.¹ The Board shall utilize the results when
8 making renewal, revocation, and intervention decisions.

9 The Board shall communicate with the charter schools in its portfolio as needed, including both the
10 charter school leader and governing board, and provide timely notice of any material charter school
11 agreement violations and performance deficiencies.

12 The Board shall articulate and enforce stated consequences for failing to meet performance expectations
13 or compliance requirements.

14 **SITE VISITS**

15 A site visit to each charter school shall be conducted annually. The purpose shall be to collect data and
16 other qualitative information that cannot be obtained otherwise. The Director of Schools shall develop a
17 site visit procedure that outlines the expectations of charter schools prior to, during, and after the site
18 visit, including review of the documents and data, classroom observations, and interviews. These visits
19 shall minimize operational interference.

20 The Board shall provide the charter school with a report that summarizes the charter school's
21 performance. The report shall provide an analysis of relevant data and include general recommendations,
22 if applicable.²

23 **CHARTER SCHOOL REPORTING**

24 Charter schools shall provide the information required by the charter school agreement and state law to
25 the Board. The Director of Schools shall develop a reporting calendar that defines and communicates
26 the process, methods, and timing of gathering and reporting data to the Board.²

27 By September 1st, the governing body of an approved charter school shall make a written report to the
28 Board.³ The annual report shall include:

- 1 1. A report on the progress of the charter school in achieving the goals outlined in the charter
2 school agreement;
- 3
- 4 2. A financial statement disclosing the financial health of the charter school, including the costs of
5 the administration, instruction, and other spending categories of the charter school; and
6
- 7 3. A detailed accounting, including the amounts and sources, of all funds received by the charter
8 school, other than the funds received per state law.⁴

9 This reporting requirement shall begin in the year after the year in which the charter school begins
10 operation.

11 Multiple charter schools overseen by a single governing board shall report their performance as separate,
12 individual charter schools. Each charter school shall be independently accountable for its performance.

13 Each charter school governing body shall submit an annual audit of all accounts and records, to include
14 internal school activity and cafeteria funds, to the Board as soon as practical after June 30th.⁵

15 **AUTHORIZER REPORTING AND REVIEW**

16 By December 1st, the Board shall report to the Department of Education detailing the authorizer fees
17 collected in the previous school year and the authorizing obligations fulfilled using the fee.⁶ By January
18 1st, the Board shall submit an annual authorizer report to the Department of Education and the State
19 Board of Education.⁷ The Director of Schools shall prepare the reports and provide the information to
20 the Board prior to submission.

Legal References

1. TCA 49-13-111(d); State Board of Education Policy 6.111
2. TCA 49-13-120; ~~Tennessee Public Charter School Commission Policy 3.300~~
3. TCA 49-13-120(a), (b)
4. TCA 49-13-112(a), (f)
5. TCA 49-13-127
6. TCA 49-13-128(f)
7. TCA 49-13-120(c)

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Charter School Intervention	Descriptor Code: 1.904	Issued Date: 12/10/24
		Rescinds: 1.904	Issued: 09/27/22

1 *General*¹

2 The Board shall develop a clear plan for monitoring charter schools that shall be set forth in the charter agreement.
3 If the Board identifies a deficiency in a charter school's academics, finances, or operations, the Director of
4 Schools/designee shall communicate the problem to the charter school. Any intervention shall be proportionate to
5 the identified problem and adhere to the provisions of the charter agreement, and intervention strategies shall
6 preserve the school's autonomy and responsibility while clearly stating the consequences for noncompliance.

7 **INTERVENTION⁺**

8 The Director of Schools/designee shall give the charter school timely notice of any charter agreement violations
9 or performance deficiencies requiring intervention. Notices shall state the:

- 10 1. Deficiency;
- 11
- 12 2. Applicable regulatory, performance, or contractual provision(s) not achieved;
- 13
- 14 3. Expected remedy; and
- 15
- 16 4. Timeframe by which the Board expects the deficiency to be remedied or a corrective action plan to be
17 submitted.

18 The Director of Schools shall provide charter schools with reasonable time and opportunity to remedy the
19 deficiency or to submit a corrective action plan.

20 **PROGRESSIVE INTERVENTIONS²**

21 The Board shall assign a level of intervention for the charter school as defined by the charter agreement if
22 deficiencies are identified. Depending on the severity of the deficiency, the Board reserves the right to revoke
23 the charter agreement in accordance with state law.

24 *Tier I – Notice of Deficiency*

25 The Board shall provide the charter school with notice of the specific deficiency with supporting documentation
26 as well as information on possible consequences. If the charter school fails to comply with the terms of the
27 charter agreement and/or state law, then the Board shall send a letter to the charter's governing board with terms
28 of a corrective action plan.

29 *Tier II – Notice of Probationary Status*

1 Tier II shall be implemented if the interventions in Tier I are unsuccessful. These interventions shall consist of a
2 letter to the charter's governing board as notice of probationary status, outlining the terms of the probation and
3 the timeline for correction.

4 *Tier III – Review of Status*

5 Tier III shall be implemented if the interventions in Tier II are unsuccessful. These interventions shall consist of
6 a recommendation to revoke the charter contract or other sanctions.

7 **REMEDIES¹**

8 Charter schools shall be responsible for notifying the Board:

- 9 1. When a deficiency has been remedied;
10 2. If the charter school requires an extension of time to remedy a deficiency; or
11 3. If the charter school requests a modification to its corrective action plan.
12
13

Legal References

1. State Board of Education Policy 6.111
2. TCA 49-13-122

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Charter School Renewal	Descriptor Code: 1.905	Issued Date: 12/10/24
		Rescinds: 1.905	Issued: 09/27/22

1 **INTERIM REVIEW**

2 The Director of Schools/designee shall conduct an interim review of a charter school in the fifth year
3 of a charter term in accordance with the guidelines developed by the Department of Education. As part
4 of this process, the charter school shall submit a report on the progress of the school in achieving the
5 goals and objective set forth in the charter agreement.¹

6 **CUMULATIVE PERFORMANCE REPORT**

7 Three (3) months prior to the date on which a charter school is required to submit a renewal application,
8 the Director of Schools/designee shall submit a performance report to the charter school that summarizes
9 the school's performance record over the charter term and state the summative findings concerning the
10 school's performance and prospects for renewal.²

11 **APPLICATION AND EVALUATION**

12 No later than April 1st of the year prior to the year in which the charter school agreement expires, the
13 governing body of a charter school shall submit a renewal application to the Board.³

14 The Director of Schools/designee shall conduct a renewal evaluation site visit to each charter school that
15 submits a charter school renewal application.

16 The Board will make renewal decisions by February 1st in the year the charter school agreement expires.

17 **RENEWAL CRITERIA⁴**

18 The Board shall define and communicate to charter schools the criteria for renewal of any charter
19 agreement. The Board shall make its renewal decision based on the renewal application, annual
20 progress reports, and renewal performance report.

21 Within ten (10) business days of a vote by the Board regarding a renewal application, the Director of
22 Schools/designee shall notify the charter school of the renewal decision, including the reasons for the
23 decision and any rights to appeal. The Director of Schools/designee shall promptly communicate the
24 renewal decision to both the school community and the general public.

25

Legal References

1. TCA 49-13-121(k)
2. ~~TCA 49-13-120~~; State Board of Education Policy 6.111; ~~TCA 49-13-121~~
3. TCA 49-13-121(a)
4. TCA 49-13-121; State Board of Education Policy 6.111

Collierville Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Charter School Revocation	Descriptor Code: 1.906	Issued Date: 12/10/24
		Rescinds: 1.906	Issued: 09/27/22

1 *General*

2 The Board shall revoke a charter school agreement if the charter school:¹

- 3 1. Failed to meet, **or make sufficient progress toward,** the minimum performance requirements set
4 forth in the charter school agreement;
- 5 2. Committed a material violation of any of the conditions, standards, or procedures set forth in
6 the charter school agreement;
- 7 3. Failed to meet generally accepted standards of fiscal management; or
- 8 4. Performed any of the acts that are conditions for non-approval of charter schools under state
9 law.
10
11
12

13 **NOTICE**

14 The Director of Schools/designee shall notify the charter school of the Board's intent to revoke the
15 charter school agreement in writing at least thirty (30) **calendar** days prior to the revocation.²

16 Within ten (10) **calendar** days of the Board voting to renew, not renew, or revoke a charter school
17 agreement, the Director of Schools/designee shall report the Board's decision to the Department of
18 Education. The Director of Schools/designee shall also provide a copy of the Board's resolution setting
19 forth the decision, **and** the reasons for the decisions, **and an explanation of the right to appeal.**³

20 **REVOCAION DUE TO PRIORITY STATUS**

21 The Board may revoke a charter school agreement if the charter school is identified as a priority school
22 under state law. Revocation shall take effect immediately following the close of the school year in which
23 the charter school is identified as a priority school.⁴

24 The Board shall revoke a charter school agreement if the charter school is identified as a priority school
25 for two consecutive cycles (beginning in 2017). Revocation shall occur immediately after the close of
26 the school year in which the charter school is identified as a priority school for the second consecutive
27 cycle.

1 PROCEDURES FOR CLOSURE

- 2 The Director of Schools shall develop administrative procedures regarding charter school closures prior
3 to the Board denying renewal or revoking a charter school agreement.⁵ These procedures shall outline a
4 detailed protocol that will ensure timely notification to parents, orderly transition of students and student
5 records, and disposition of school funds, property, and assets in accordance with state law.

Legal References

1. TCA 49-13-122(b); State Board of Education Policy 6.111
2. TCA 49-13-122(e)(c)
3. ~~TCA 49-13-122(e)~~ State Board of Education Policy 6.111
4. TCA 49-13-122(a) ~~State Board of Education Policy 6.110~~
5. TCA 49-13-130