

GREENEVILLE CITY BOARD OF EDUCATION

AGENDA

Date of Meeting: January 26, 2023

Time: 7:15 PM

Location: Greene Technology Center

- I. **Call to Order**
- II. **Recognition of Visitors**
- III. **Special Recognition** (5 minutes)
- Recognition of Annika Vines, 10th Place in Tennessee, Algebra I, Tennessee Math Teachers Association (TMTA)
- IV. **Approval of Agenda**
- V. **Consent Agenda** (5 minutes)
 - A. Consideration of Approving Minutes of December 8, 2022, Board Meeting Steve Starnes
 - B. Consideration of Accepting Personnel Report Melissa Batson
 - C. Consideration of Approving Board Policy Revisions (2nd Reading) Steve Starnes, Dr. Suzanne Bryant, Beverly Miller, Ellen Lipe, Melissa Batson, and Jeff Townsley
 - D. Consideration of Approving Board Policy Revisions - No Changes (1st Reading) Steve Starnes, Ellen Lipe, Dr. Suzanne Bryant, Beverly Miller, Melissa Batson, and Jeff Townsley
 - E. Consideration of Approving Fiscal Year 2023 Federal Projects Budget Amendment #2 Ellen Lipe, CPA
- VI. **Action Items**
 - A. Consideration of Accepting Financial Statements (5 minutes) Ellen Lipe, CPA
 - B. Consideration of Approving Board Policy Revisions - 1st Reading (5 minutes) Steve Starnes, Dr. Suzanne Bryant, Beverly Miller, Ellen Lipe, Melissa Batson, and Jeff Townsley

- C. Consideration of Allowing the Director of Schools Authority to Execute Any Final Settlement Agreement with JUUL Laboratories, Inc. (5 minutes) Steve Starnes
 - D. Consideration of Approving Resolution Requesting General Assembly to Amend Tennessee Code Annotated § 49-6-3115 to Allow School Districts to Make Retention Decisions for Third and Fourth Grade Students (5 minutes) Steve Starnes
 - E. Consideration of Approving 2024-2025 District/School Calendar (5 minutes) Beverly Miller
 - F. Consideration of Approving Phase 1 of Eastview Roof Project (5 minutes) Beverly Miller
- VII. **Director's Report** (5 minutes)
- VIII. **Adjournment**

**OFFICIAL MINUTES OF THE
GREENEVILLE CITY BOARD OF EDUCATION
December 15, 2022**

The Greeneville City Board of Education met in Regular session on December 15, 2022, at the Professional Development Center at the Kathryn W. Leonard Administrative Office. Members in attendance were **Present:** Pam Botta (Board Member), Crystal Hirschy (Board Member), Cindy Luttrell (Chair), Dr. Craig Shepherd (Vice-Chair), Asher Rogers (Student Board Representative) **Absent:** Josh Quillen (Treasurer). Others in attendance included Steve Starnes, Director of Schools; several administrative personnel; and media representatives. The Chairman called the meeting to order and welcomed all in attendance. Student Representative Rogers led in the pledge of allegiance to the American flag.

BUSINESS TRANSACTED

I. Call to Order

II. Recognition of Visitors

III. Special Recognitions

Recognition of Tusculum View Elementary, Four-time National Blue Ribbon School

Dr. Suzanne Bryant (Assistant Director for Instruction) recognized Tusculum View Elementary for their four-time recognition as a 2022 Blue Ribbon School of Excellence Lighthouse School. Tusculum View Elementary Principal Dr. Lana Luttrell thanked the Board for their support.

IV. Approval of Agenda

It was recommended to approve the Agenda as presented. Board approval was unanimous on a motion from Hirschy (Board Member) and a second from Shepherd (Vice-Chair).

V. Consent Agenda

It was recommended to approve the Consent Agenda as presented. Board approval was unanimous on a motion from Hirschy (Board Member) and a second from Shepherd (Vice-Chair).

A. Consideration of Approving Minutes of October 27, 2022, Board Meeting

Minutes of the October 27, 2022, Board meeting were unanimously approved as presented. A copy is on file in the Director of Schools' office.

B. Consideration of Accepting Personnel Report

Board approval was unanimous for acceptance of the changes in personnel since the October report. A copy of the report is attached to the minutes.

C. Consideration of Approving Board Policy Revisions (2nd Reading)

Board approval was unanimous on 2nd reading for the following policies:

- 1.800 School Calendar
- 1.801 School Day
- 1.8011 Emergency Closings
- 1.802 Section 504 and ADA Grievance Procedures
- 1.803 Tobacco-Free Schools
- 1.804 Alcohol & Drugs in the Workplace
- 2.700 Accounting System
- 2.500 Deposit of Funds
- 3.211 New Project Planning
- 3.212 District Water Testing
- 3.218 Service Animals District Facilities
- 4.201 Class Size Ratios
- 4.800 Controversial Issues
- 4.801 Controversial Materials
- 5.117 Procedure for Granting Tenure
- 5.118 Transitional Duty
- 5.119 Background Investigations
- 5.200 Separation Practices for Tenured Teachers
- 5.201 Separation Practices for Non-Tenured Teachers
- 5.202 Separation Practices for Non-Certified Employees
- 6.307 Drug-Free Schools
- 6.3071 Student Alcohol and Drug Testing
- 6.308 Bus Safety and Conduct
- 6.309 Zero Tolerance Offenses
- 6.310 Dress Code
- 6.311 Care of School Property

Copies of these policies are attached to the minutes.

D. Consideration of Approving Board Policy Revisions - No Changes (1st Reading)

Board approval was unanimous on 1st reading for no changes to the following policies:

- 1.805 Use of Email
- 1.806 Advertising and Distribution of Materials in Schools
- 1.807 Use of School Name

- 1.808 Registered Sex Offenders
- 1.901 Charter School Applications
- 2.702 Inventories
- 3.219 Use of Unmanned Aircraft Systems (Drones)
- 3.400 Student Transportation Management
- 3.401 Scheduling and Routing
- 4.407 School and System Websites
- 5.203 Recommendations and File Transfers
- 5.301 Emergency and Legal Leave
- 5.302 Sick Leave
- 5.303 Personal and Professional Leave
- 6.314 Prohibition of Corporal Punishment
- 6.315 Detention

E. Consideration of Approving Disposal of Surplus (Nutrition, Under \$500)

GCS Board Policy 2.403 gives the Greeneville Board of Education the authority to declare district property that is no longer useful nor necessary as surplus and to authorize the disposal of such equipment, books, or materials. The Board unanimously approved the disposal of surplus nutrition and surplus less than \$500.

F. Consideration of Approving Participation in the James L. Richardson "Driver Training" Matching Grant from Public Entity Partners

Public Entity Partners have awarded Greeneville City Schools a matching grant to purchase a module in the Tyler Student Transportation software that will manage school bus routing, fleet maintenance and activity trips in a unified system. Board approval of the resolution was required in order to proceed. Therefore, the resolution was approved by the Executive Committee on October 27, 2022. The Greeneville City Board of Education was asked to formally approve the actions of the Executive Committee and this resolution during their next regularly scheduled meeting in December 2022. The Board unanimously approved the James L. Richardson "Driver Training" Matching Grant from Public Entity Partners.

G. Consideration of Approving Math Textbook Adoption Committee Members

All textbook adoption committees require school board approval. The members have been sworn in by Judge Leonard. The committee is led by Shelia Newland (Teaching and Learning Coordinator).

Committee members are as follows: Shelia Newland, Mikayla Bright, Ashley Long, Chloe Baugh, Amber Justis, Allison Myers, Katie Raby, Elizabeth Lyons, Melissa Morgan, Holly Click, Melissa Woolsey, Beth Ricker, Priscilla Wampler, Dr. Suzanne Bryant, Stacy King, Tallye Gass, Amy Haynie,

Aundrea Gunter, Melanie Williams, Talia Henderson, and Whitney Simpkins.

The impact on resources will be addressed when items are brought to the Board for purchase approval. The Board unanimously approved the math textbook adoption committee members.

H. Consideration of Approving Fiscal Year 2023 Federal Projects Budget Amendment #1

Budget amendments are made periodically throughout the year to more accurately reflect anticipated revenues, expenditures, timing of expenditures, and grant award allocations. This amendment allows for budgeting of final grant allocations, carryover funding, and all federal grant budgets not yet approved by June 2022. The Board unanimously approved the fiscal year 2023 federal projects budget amendment #1.

Action Items

I. Consideration of Accepting Financial Statements

Chief Financial Officer Ellen Lipe presented the October 2022 financial statements to the Board for acceptance. Lipe stated that local revenue collected year-to-date through September is \$2,173,837, which is 26.2% of the total budgeted projection. The amount collected year-to-date is \$254,311 more than during the same time period last year. This reflects an actual percentage change of 13.25% compared to last year. The district has 608 tuition students as of November 21, 2022. The Federal General-Purpose Financial Report showed that encumbrances comprise \$432,747 year-to-date. Copies of the financial statements are on file in the Chief Financial Officer's office.

It was recommended to approve the October 2022 financial statements. Board approval was unanimous on a motion from Botta (Board Member) and a second from Shepherd (Vice-Chair).

J. Consideration of Approving Board Policy Revisions - 1st Reading

Revisions are recommended to the following policies on 1st reading:

2.701 Financial Reports and Records

2.800 Expenditure of Funds

5.304 Long Term Leaves of Absence for Professional Personnel

6.200 Attendance

6.316 Suspension

6.317 Student Disciplinary Hearing Authority

6.318 Admission of Suspended or Expelled Students

6.319 Alternative School Programs

It was recommended to approve the revisions to the policies as presented on 1st reading. Board approval was unanimous on a motion from Hirschy (Board Member) and a second from Botta (Board Member).

K. Consideration of Approving Scrap Bus Donation to Greeneville Emergency and Rescue Squad

Bus G-9 can no longer be used for student transportation and all usable parts have been removed from this bus. This bus was removed from service after the wiring harness melted and the insurance totaled the bus. Greeneville Emergency and Rescue Squad has requested to use it for training purposes. This training will allow first responders to be better equipped to serve the students of Greeneville and Greene County.

Vin # 1BABKCKA16F234349

Model Year 2006

It was recommended to donate a scrap bus to the Greeneville Emergency and Rescue Squad. Board approval was unanimous on a motion from Shepherd (Vice-Chair) and a second from Hirschy (Board Member).

L. Consideration of Approving School Bus Purchase

The Greeneville City School District maintains its own fleet of school buses and must comply with many federal, state, and local laws. In order to ensure compliance and, most importantly, to ensure the safety of drivers and students, the district has a long-established replacement schedule for its bus fleet. The Town of Greeneville has made a commitment to the district and signed a resolution in 2013 that makes provisions for a revenue stream from the town to be directed toward the procurement of buses when necessary.

In accordance with Greeneville City School District's procurement requirements, Kristen Rollins (Transportation Supervisor), released a request for proposals (RFP) for the purchase of a new 78 passenger school bus with air conditioning and seatbelts. Two (2) vendors responded to the request. The responding vendors are as follows: Cumberland International Bus Sale \$136,153.08, Mid-South Bus Center \$142,383.00

Funds are included in the 2022-2023 bus replacement account. A grant from the Department of Education in the amount of \$15,000 will cover the cost of the seatbelts.

It was recommended to approve a school bus purchase from Cumberland International Bus Sales for \$136,153.08. Board approval was unanimous on a

motion from Hirschy (Board Member) and a second from Shepherd (Vice-Chair).

VI. Director's Report

Starnes congratulated:

- Tusculum View Elementary School for their recognition as a 2022 Blue Ribbon Schools of Excellence Lighthouse School. Based on the Blue Ribbon Schools of Excellence (BRSE) national validated assessment process, Tusculum View Elementary School met the required criteria in the nine performance areas of high performing schools required for this prestigious recognition award for a fourth time. The nine performance areas are as follows: student focus and support; school organization and culture; challenging standards and curriculum; active teaching and learning, technology and integration; professional community; leadership and education vitality; school, family, community partnerships; and indicators of success. Tusculum View is the only school in the nation to be recognized four times. A feat that is even more impressive when you consider this has been achieved under the leadership of four different principals.
- Annika Vines for placing 10th in the State in the Tennessee Math Teachers Association (TMTA) contest in Algebra 1.
- Three GCS Lego robotics teams qualified for the state competition. The Mysterious Lego Society from Tusculum View, The Short Circuits from Greeneville Middle School, and The Greeneville Block Jocks from Hal Henard/Greeneville Middle School will compete against 48 teams from throughout Tennessee in the areas of innovation project, robot design, core values, and robot performance. Greeneville City has a long tradition of representation at the state tournament as this is the 8th consecutive year a Greeneville City Schools team has qualified for this event. We are excited to continue the long-standing tradition of representing Greeneville City Schools at the state tournament on the campus of Tennessee Tech in Cookeville, TN on February 10, 2023. The results from the regional qualifier last weekend are as follows:
 - Short Circuits, Greeneville Middle School: 2nd place Innovation Project
 - The Mysterious Lego Society, Tusculum View: 2nd Place Robot Performance
 - The Greeneville Block Jocks, Hal Henard & Greeneville Middle School: 1st Place Robot Performance Score
- Beverly Miller (Asst. Director for Technology) and Dr. Suzanne Bryant (Asst. Director for Instruction) for leading one of the sessions during the TSBA Leadership Conference titled "The 4 Cores of Credibility", which is from the Steven M. R. Covey book, "The Speed of Trust."

- Starnes thanked Kari Simmons and Larry Jones for their work in evaluating, selecting, and implementing a new Board agenda program, BOEConnect. Starnes stated that he believes this will greatly improve our efficiency in preparing and conducting our Board Meetings.
- Starnes provided an update on the Collaborative Conferencing process that began with the presentation of a petition by the Greeneville Education Association (GEA) requesting to engage in Collaborative Conferencing at the October Board meeting. A Special Question Committee was formed consisting of six members, three from GEA and three from GCS leadership, to conduct a confidential poll of the "professional employees." The poll took place between November 30, 2022, and December 6, 2022, and consisted of 2 questions. One question was if the professional employees wished to participate in Collaborative Conferencing, and the second question was who the professional employees wished to represent them in Collaborative Conferencing. The results of the poll were that the majority of professional employees wished to participate in Collaborative Conferencing and GEA is the only group who received enough votes to be recognized to represent the professional employees. As approved by the Board during the October meeting, based on a successful vote, the Executive Committee was to appoint between seven and eleven members to represent the Management Team. The following members will represent the Management Team; Cindy Luttrell (Board Chair), Steve Starnes (Director), Dr. Suzanne Bryant (Asst. Director for Instruction), Melissa Batson (CHRO), Ellen Lipe (CFO), Kelly Ford (Elementary School Principal), Rachel Adams (Middle School Principal), and DeAnna Martin (High School Principal). GEA will appoint an equal number of representatives to represent the professional employees. The members named to represent the Professional Employees include Heather Boegemann (Highland), Katie Smelcer (Greeneville Middle School), Teresa Spears (Hal Henard), Tamara Harris (Hal Henard), Daniece Mcamis (EastView Elementary), Meg Brooks (EastView Elementary), Sarah Benson (Tusculum View Elementary), and Crystal Dykes (Greeneville High School). Our first Collaborative Conferencing Session has been scheduled for January 4th, 2023.
- At the invitation of Ellen Lipe (CFO), Starnes spoke at the Tennessee Association of School Business Officials (TASBO) conference in Murfreesboro on November 17, 2022. Lipe served as president of the organization this year and led the planning, organization, and delivery of this important conference.
- Starnes recognized the GCS band and music teachers and their students for the amazing holiday programs they had presented.
- Starnes reminded the Board of the Joint BMA and BOE Meeting scheduled for Tuesday, January 10 at 5:00 pm inside the Professional Development Center, and the Legislative Breakfast scheduled for Friday, January 13 at 7:30 am inside the Professional Development Center.

VII. Adjournment

The meeting was adjourned at approximately 5:48 p.m.

Respectfully submitted,

Cindy Luttrell, Chair

Steve Starnes, Director of Schools

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Use of Email	Descriptor Code: 1.805	Reviewed Date: 01/26/23
		Rescinds: 1.805	Adoption Date: 08/27/19

1 All staff and board members who have access to the district network shall adhere to the following
2 guidelines when sending or receiving messages via system-wide electronic mail (email):

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

21 Any usage contrary to the above shall be reported immediately to the Director of Schools and may
22 result in the suspension and/or revocation of system access or if deemed necessary, appropriate
23 disciplinary action may be taken.

Legal References

1. TCA 10-7-512
2. TCA 8-44-102

Cross References

Use of the Internet 4.406

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: <h2 style="text-align: center;">Advertising and Distribution of Materials in the Schools</h2>	Descriptor Code: 1.806	Reviewed Date: 01/26/23
		Rescinds: 1.806	Adoption Date: 08/27/19

- 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
 3 agency or organization except that:
- 4 1. The school may cooperate in furthering the work of any non-profit, community-wide social
 5 service agency provided that such cooperation does not restrict or impair the educational
 6 programs of the schools;
 - 7 2. The school may participate in radio or television programs under acceptable commercial
 8 sponsorship when such programs are educationally beneficial;
 - 9 3. Community, educational, charitable, recreational, and other similar civic groups may advertise
 10 an event pertinent to students' interests or involvement. Such advertisement, including the
 11 distribution of materials, shall be subject to any guidelines related to time, place, and manner
 12 established by the principal;
 - 13 4. The principal shall screen all materials prior to distribution to ensure their appropriateness. The
 14 principal may prohibit materials that:
 - 15 a. Would likely cause substantial disruption of the operation of the school;
 - 16 b. Violate the rights of others;
 - 17 c. Are obscene, lewd, or sexually explicit; or
 - 18 d. Cause students to reasonably believe to be sponsored or endorsed by the school;
 - 19 5. The school may, upon approval of the Director of Schools, cooperate with any governmental
 20 agency in promoting activities which advance the education or other best interests of the students;
 - 21 6. Political literature shall not be distributed through the school to students, nor sent home to
 22 parents, nor placed in teachers' mail boxes, lounges, or on school premises;
 - 23 7. Political signs for people who are running for public office shall not be allowed on school
 24 property except those being held by poll workers on election day or those being used for
 25 educational purposes relative to the electoral process;¹
 - 26 8. School publications may accept and publish paid advertising under procedures established by the
 27 Director of Schools; and

- 1 9. A teacher may display campaign banners, signs, or other items of campaign or political
2 advertising at school when the display or use of the item is for educational purposes relative to
3 the electoral process.¹

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

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Use of School Name	Descriptor Code: 1.807	Reviewed Date: 01/26/23
		Rescinds: 1.807	Adoption Date: 08/27/19

- 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 References

Board-Community Relations 1.500

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Registered Sex Offenders	Descriptor Code: 1.808	Reviewed Date: 01/26/23
		Rescinds: 1.808	Adoption Date: 08/27/19

1 *General*

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

4 **PRESENCE ON SCHOOL PROPERTY**

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

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

14 **PARENTS/GUARDIANS WHO ARE REGISTERED SEX OFFENDERS**

15 A parent/guardian of a child who is enrolled in the school may attend a conference with school
16 officials with the written permission of the school's principal.

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

19 Principals shall speak with the parent upon learning of their status as a sex offender to communicate the
20 restrictions of this policy and to establish open dialogue with the parent. The principal shall take all
21 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)

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Charter School Applications	Descriptor Code: 1.901	Reviewed Date: 01/26/23
		Rescinds: 1.901	Adoption Date: 08/27/19

1 *General*

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

6 **APPLICATION PROCESS²**

7 A prospective charter school sponsor shall send the Director of Schools notice of its intent sixty (60)
8 days prior to February 1st of the year preceding the year in which the proposed charter school plans to
9 begin operation as a charter school.

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

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

21 **REVIEW TEAM¹**

22 If necessary, the Board shall appoint a review team to assist in reviewing and evaluating charter school
23 applications. The team shall be composed of members of the administrative staff for the district,
24 community members, and a member of the Board with relevant educational, organizational, financial,
25 and legal experience. At the board meeting in December of each year, the Director of Schools shall
26 make a recommendation to the Board on which members of his/her administrative staff should be
27 appointed to the team. The Board shall name the members of the team at its meeting in January of each
28 year. The Board shall designate a Chair of the review team as the contact person for answering
29 questions about the application process and receiving applications. The Director of Schools shall
30 develop an orientation for the team to ensure consistent evaluation standards and the elimination of
31 real or perceived conflicts of interest.

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

5 The review team shall:

- 6 1) Evaluate all charter school applications based on the review criteria adopted by the Board;
7
- 8 2) Recommend one of the following options to the Board for each application: approve, reject, or
9 reject with stipulations for reconsideration; and
10
- 11 3) Make recommendations for revocation, renewal, or non-renewal of charter school contracts.

12 **APPROVAL/DENIAL OF APPLICATION**⁴

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

17 *Approval*

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

21 The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state
22 and local allocations or thirty-five thousand dollars (\$35,000), whichever is less.⁵

23 Charter schools approved by the Board are expected to implement the application as submitted and
24 approved. Material variations in operations from the approved application require amendment pursuant
25 to statute and the charter school agreement.⁶

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

30 New charter school agreements are approved for a ten (10) year period.⁷ The Board may revoke or
31 deny renewal of a charter school agreement for any of the reasons enumerated in state law.⁸

32 *Denial*

33 Upon written receipt of the grounds for denial, the sponsor shall have thirty (30) calendar days within
34 which to submit an amended application to correct the deficiencies. The Board shall have sixty (60)
35 calendar days either to deny or to approve the amended application, or the application shall be deemed
36 approved by law.⁴

- 1 Within ten (10) calendar days of final denial, an appeal may be filed with the Tennessee Charter
- 2 School Commission.⁹

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
3. TCA 49-13-110
4. TCA 49-13-108; TRR/MSS 0520-14-01
5. TCA 49-13-128
6. TRR/MS 0520-14-01-06; TCA 49-13-110
7. TCA 49-13-110(c)
8. TCA 49-13-122
9. TCA 49-13-108(b)(5)

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Financial Reports and Records	Descriptor Code: 2.701	Revision Date: 01/26/23
		Rescinds: 2.701	Adoption Date: 02/21/02

1 FINANCIAL REPORTS

2 *Central Office*

3 The Director of Schools shall ensure monthly financial reports are submitted to the Board and to state
4 and federal agencies as required.^{1,2}

5 *Individual Schools*

6 Each Principal shall submit to the Director of Schools and Chief Financial Officer at the end of each
7 calendar month the receipts, expenditures, and cash balance of all accounts under his or her
8 jurisdiction.³

9 FINANCIAL RECORDS

10 *General*

11 The Director of Schools shall ensure maintenance of all financial records as required by ~~regulation and~~
12 applicable state and federal law. The Board, from time to time, may determine to extend the retention
13 time for certain records.⁴

Legal References

1. TCA 49-2-206(b)(5)
2. TCA 49-2-301(b)(1)(S)
3. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 3-4
4. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-26

Cross References

School District Records 1.407
Food Service Management 3.500

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Inventories	Descriptor Code: 2.702	Reviewed Date: 01/26/23
		Rescinds: 2.702	Adoption Date: 04/24/14

1 Equipment is defined as all items (machinery, implements, tools, furniture, livestock, vehicles, and
2 other apparatus) with a unit cost of \$5,000 or more and a minimum useful life expectancy of three
3 years. Freight charges and installation costs shall be included in the cost.

4 **GENERAL**

5 The Director of Schools or **his/her** designee shall establish an accurate inventory procedure for all
6 school real and personal (e.g., material and equipment) property, and this system shall be implemented
7 at each District facility. Administrative personnel shall ensure that a physical count of all such property
8 is taken at the end of each fiscal year, and this inventory shall be properly entered on the appropriate
9 records for accounting purposes.¹

10 Each school shall maintain a complete inventory with a duplicate maintained in the central office.

11 **EQUIPMENT PROCURED WITH FEDERAL DOLLARS²**

12 Property records of equipment purchased with federal dollars must be maintained that include a
13 description of the property; a serial number or other identification number; the source of **the** property;
14 who holds **the** title **to the property**; the acquisition date; the cost of the property; the percentage of
15 **federal** participation in the cost of the property; the location, use and condition of the property; and any
16 ultimate disposition data including the date of disposal and sale price of the property.

17 A physical inventory of the property must be taken and the results reconciled with the records at least
18 once every two years.

19 The Director of Schools or **his/her** designee shall establish procedures that meet all federal
20 requirements, including guidelines for the purchasing, inventorying, security, and disposition of all
21 equipment purchased with federal funds.

Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-23 - Section 4-25
2. 2 CFR § 200.311-.315

Cross References

- Surplus Property Sales 2.403
Security 3.205
Equipment & Supplies Management 3.300

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Expenditure of Funds	Descriptor Code: 2.800	Revision Date: 01/26/23
		Rescinds: 2.800	Adoption Date: 02/26/09

1 *Central Office*

2 ~~All expenditures shall be approved by the Board or the Director of Schools when authorized.~~ No
3 expenditures shall be made except on an approved purchase order or contract. Employees shall not create
4 or authorize creation of a deficit in any fund. No expenditure may be authorized or made which exceeds
5 the appropriation of any fund of the budget as adopted or amended, and expenditures or encumbrances
6 will not be authorized, made, or incurred in excess of any fund balance. The Director of Schools **or**
7 **designee(s)** shall develop federal grant expenditure and cash management procedures that comply with
8 all federal laws and regulations.¹

9 *Individual Schools*

10 ~~Internal activity funds shall not be expended without written approval by the membership of the group.~~
11 ~~All such Internal school fund expenses/ditures~~ shall be in accordance with the *Tennessee Internal School*
12 *Uniform Accounting Policy Manual*. Restricted account expenditures require the account sponsor's
13 approval prior to expense. No **payroll** checks shall be written to employees from the internal school
14 activity fund account. Any supplemental compensation owed to the Board for extracurricular activities
15 shall be processed through the Director of Schools' office in the same manner as salary and other payroll
16 payments. The Board shall ~~invoice obtain reimbursement from the school for reimbursement.~~ Substitute
17 teachers' salaries related to restricted class and club accounts shall be paid by the Board and shall be
18 reimbursed by the school from the appropriate class or club account.²

19 Employees who authorize or contract for any obligation in violation of this policy shall assume personal
20 responsibility for the payment of the obligation, shall be subject to dismissal from employment, and shall
21 be subject to applicable civil and criminal proceedings. Any obligation, authorization for expenditure,
22 or expenditure made in violation of the law and this policy shall be illegal and void.³

Legal References

1. 2 CFR § 200.403
2. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 5-23
3. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 5-11

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Use of Unmanned Aircraft Systems (Drones)	Descriptor Code: 3.219	Reviewed Date: 01/26/23
		Rescinds: 3.219	Adoption Date: 04/26/18

- 1 An unmanned aircraft system (Drone) means a powered, aerial vehicle **that:**¹
- 2 1. Does not carry a human operator and is operated without the possibility of direct human
3 intervention from within or on the aircraft;
 - 4
 - 5 2. Uses aerodynamic forces to provide vehicle lift;
 - 6
 - 7 3. Can fly autonomously or be piloted remotely; and
 - 8
 - 9 4. Can be expendable or recoverable.⁺

10 *Appropriate Use*

11 Visitors and unsupervised students are prohibited from operating drones on District property. District
12 personnel are authorized to use aerial drones.

13 Staff members, students, coaches, sponsors, or parents representing the District or any of its affiliated
14 clubs shall operate any and all District drones in accordance with this policy and all applicable Federal
15 Aviation laws and regulations such as the FAA Modernization and Reform Act of 2012.² This includes
16 any additional certifications or authorizations that may be required from the Federal Aviation
17 Administration based on the drone's intended use.³

18 The following guidelines must be adhered to by anyone flying a drone on District property:

- 19
- 20 1. All drones operating on District property must weigh no more than 55 lbs.
- 21
- 22 2. Operators must not operate a drone within five (5) miles of any airport without prior
23 notification and confirmation from airport authorities.
- 24
- 25 3. Operators must not operate a drone above an altitude of 400 feet above ground level and must
26 remain clear of surrounding obstacles.
- 27
- 28 4. Operators must maintain safe control and line of sight with the drone during all stages of
29 operation.
- 30

- 1 5. Operators must maintain a safe operating distance from crowds and ensure drone operations do
2 not interfere with manned aircraft operations.
3
- 4 6. Data collected by a drone can only be used for hobby (educational) purposes and may not be
5 sold for profit.
6
- 7 7. If there is a plan to fly drones over property that is not owned by the District, the Director of
8 Schools or his/her designee shall first obtain written permission from the owner of the property
9 at issue. District personnel operating drones on property not owned by the District must adhere
10 to all requirements of this policy.
11
- 12 8. Operators assume all risk of damage to property and bodily injuries that may occur due to
13 unsafe operation of District owned drones.

14 *Inappropriate Use*

15 Inappropriate use of drones includes, but is not limited to, the following:

- 16 1. Violating any local, state, or federal statutes or regulations;⁴
17
- 18 2. Taking pictures of property or persons without consent;⁵
19
- 20 3. Violating safe operating protocols as defined in drone user manual and classroom guidelines;
21
- 22 4. Failing to follow a District policy while using the District's drone technology or failing to
23 follow any other policies or guidelines established by District administrators or their designees;
24 and
25
- 26 5. Harassing, defined as persistently annoying of another, interfering with another's work,
27 insulting, or attacking others.

28 *Violations*

29 District staff shall monitor for inappropriate use of District drone technology as defined by this policy.
30 Violators may be subject to disciplinary action, up to and including suspension and/or expulsion for
31 students or suspension and/or termination for employees.

Legal References

1. TCA 39-13-609(b)
2. FAA Modernization and Reform Act of 2012, 49 USCA § 40101 *et seq.*; 49 USCA § 44801 *et seq.*
3. FAA Modernization and Reform Act of 2012, 49 USCA § 40101 *et seq.*; 14 CFR § 21.1 *et seq.*
4. TCA 39-13-903; TCA 39-14-405
5. TCA 39-13-903(a)(3)

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Student Transportation Management	Descriptor Code: 3.400	Reviewed Date: 01/26/23
		Rescinds: 3.400	Adoption Date: 09/23/99

1 *General*

2 School buses shall be maintained and operated in accordance with state law and State Board Rules and
3 Regulations.¹

4 Each bus shall be equipped with the phone number for reporting safety complaints. This number shall
5 appear on the rear bumper.²

6 To avoid the financial burden of replacing an aging bus fleet at any one time, the Board shall attempt to
7 replace a certain number of buses each year on a rotating basis.

8 All accidents, regardless of the damage involved, must be reported to the Transportation Supervisor,
9 including incidents in which any part of the bus contacts any other object or vehicle.

10 The Director of Schools shall develop procedures to ensure compliance with the statutory and
11 regulatory requirements for the transportation program.

12 **TRANSPORTATION SUPERVISOR³**

13 The Director of Schools shall appoint a Transportation Supervisor for the system. **They**He/she shall be
14 responsible for the monitoring and oversight of transportation services for the District.

15 The Transportation Supervisor shall complete a student transportation management training program
16 upon appointment. Every year the Transportation Supervisor shall complete a minimum of four (4)
17 hours of training **annually**.

18 The Director of Schools **or his/her /designee** shall ensure that training is completed and provide the
19 state department of education with appropriate documentation.

20 **COMPLAINT PROCESS⁴**

21 The following procedures will govern how students, teachers, staff, and community members shall
22 submit bus safety complaints:

23 1. All complaints shall be submitted to the Transportation Supervisor; and

24
25 2. Complaints may be submitted in person, via phone or email.

26 a. In the case of a complaint received via phone, the person receiving the phone call shall
27 be responsible for filling out the form and submitting it to the Transportation
28 Supervisor. These forms are available online with other internal documents.

1 The Transportation Supervisor shall begin an investigation of all bus safety complaints within twenty-
2 four (24) hours of receipt.

3 The Transportation Supervisor shall submit a preliminary report to the Director of Schools within
4 forty-eight (48) hours of receipt of the initial complaint. This report shall include:

- 5 1. The time and date the complaint was received;
- 6
- 7 2. The name of the bus driver and bus number;
- 8
- 9 3. A copy or summary of the complaint; and
- 10
- 11 4. Any prior complaints or disciplinary actions taken against the driver.

12 The Transportation Supervisor shall submit a final written report to the Director of Schools that details
13 the investigation's findings as well as the action taken in response to the complaint within sixty (60)
14 school days of receiving the initial complaint.

15 An annual notice of this complaint process shall be provided to parents and students. This information
16 shall be made available in the student handbook.

17 **RECORDKEEPING⁵**

18 The Transportation Supervisor shall be responsible for the collection and maintenance of the following
19 records:

- 20 1. Bus maintenance and inspections forms;
- 21
- 22 2. Bus driver credentials, including required background checks, health records, and performance
23 reviews;
- 24
- 25 3. Driver training records; and
- 26
- 27 4. Complaints received and any records related to the investigation and complaints.

Legal References

1. TCA 49-6-2109; TRR/MS 0520-01-05
2. TCA 49-6-2116(d)(3)
3. TCA 49-6-2116(a)-(c)
4. TCA 49-6-2116(d)(1),(2)
5. TCA 49-6-2116(d)(5)

Cross References

Bus Safety and Conduct 6.308
Homeless Students 6.503

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Scheduling and Routing	Descriptor Code: 3.401	Reviewed Date: 01/26/23
		Rescinds: 3.401	Adoption Date: 08/27/19

- 1 The Transportation Supervisor shall be responsible for surveying all bus routes, scheduling bus
- 2 transportation, including the determination of bus stops, and the assignment of students.

- 3 Appeals of transportation decisions shall be made to the Director of Schools.

- 4 Students shall not be in transit to and from school more than one and one-half hours each way.¹

- 5 Upon being hired and at the beginning of each school year thereafter, every bus driver shall be given the
- 6 policies and procedures relative to the transportation program.²

- 7 Once the official route is begun, stops shall only be made to take on, discharge, or transfer students.
- 8 Buses are not to make any non-designated stops, except for emergencies, when transporting students.

- 9 No student shall be allowed to exit the bus at a stop other than the student’s regular bus stop unless the
- 10 student provides the driver with a note from the parent or guardian containing both the signature of the
- 11 parent or guardian and the Principal or designee informing the driver of the change in the student’s bus
- 12 stop for the day. The driver shall turn the note over to the student’s Principal or other school authority
- 13 as soon as practical after the completion of the route.³

- 14 In the event that the driver finds it necessary for a student to exit the bus at a stop other than the student’s
- 15 designated stop in order to preserve the safety of other student passengers or the driver, the driver may
- 16 remove the offending student from the bus provided that the driver secures the safety of the student for
- 17 the uncompleted trip. A driver shall report to school authorities as soon as possible, but no later than the
- 18 end of the route, any student refusing to obey the driver or exiting the bus without the driver’s permission
- 19 at a point other than the student’s destination for that trip.⁴

- 20 Students who ride school buses shall attend the school designated unless the Board designates an
- 21 alternate school. If a parent chooses to send **their his/her** child to another school in the system, the
- 22 parent must provide transportation to and from that school.

Legal References

1. TCA 49-6-2105
2. TCA 49-6-2118(b)
3. TCA 49-6-2118(a)
4. TCA 49-6-2118(c), (d)

Cross References

Bus Safety and Conduct 6.308

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: School and System Websites	Descriptor Code: 4.407	Reviewed Date: 01/26/23
		Rescinds: 4.407	Adoption Date: 03/27/03

1 CONTENT STANDARDS

2 The Board authorizes the creation of school and/or District web pages on the iInternet. Only those web
3 pages maintained in accordance with Board policy and established procedures shall be recognized as
4 official representations of the District or individual schools. All information on a school or District web
5 page must accurately reflect the mission, goals, policies, program and activities of the school and
6 District. The web page must have a purpose which-that falls within at least one of three categories:
7

- 8 1. Support of curriculum and instruction — intended to provide links to internet resources for
9 students, parent(s)/guardian(s), and staff in the District;
- 10 2. Public information —intended to communicate information about the schools and District to
11 students, staff, parent(s)/guardian(s), community, and the world at large; and
- 12 3. District technology support —intended to provide and respond to instructional and administrative
13 technology needs of students and staff.

14 All material on a school website shall be either original to the school, in the public domain, or posted
15 with the express permission of its rightful owner. -This includes, but is not limited to, text, graphics,
16 pictures, video, sounds, music, characters, logos, and trademarks. -Web page publications shall follow
17 all applicable copyright laws and guidelines.

18 Websites developed under contract for the school District or within the scope of employment by District
19 employees are the property of the school District.

20 PRIVACY STANDARDS¹

- 21 1. Because internet publications are available to the entire world, special care shall be taken to
22 protect the privacy of students and staff.- Web pages may not include personal identifying
23 information regarding a student¹ such as: telephone numbers, addresses, names of other family
24 members, names of friends, email addresses, specific location of a student at any given time,
25 grades, or any other academic information. No confidential information shall be published on or
26 linked to the website.
-

- 1
- 2 2. Student work may be published on web pages only with written consent of ~~a~~the student's
- 3 parent(s)/guardian(s) or the eligible student before each incident of publication. The authoring
- 4 student shall also sign a copyright consent form.
- 5
- 6 3. Links to student email accounts are prohibited.
- 7
- 8 4. Pictures of students may be included only under the following conditions:
- 9
- 10 a. Individual student pictures may be published on the website only with written consent of the
- 11 student's parent(s)/guardian(s) or eligible student.
- 12
- 13 b. Pictures of groups of students involved in a school-related activity may be published without
- 14 consent; however, the students shall only be identified by the group name.
- 15
- 16 c. Students shall not be individually identified in pictures unless there is a special reason for
- 17 doing so, such as recognition for receiving an award. ~~In~~ such cases, the student's
- 18 parent(s)/guardian(s) or eligible student must give written consent.

19 **ADVERTISING/SPONSORSHIPS**

20 Any use of advertising or sponsorships that appears on a school website must be approved by the school
21 web administrator, the principal, or the Director of Schools/~~or his/her~~ designee. Guidelines for approval
22 shall be established by the Director of Schools/~~or his/her~~ designee and must be consistent with the
23 Board's policies and guidelines used in other school and District publications.

24 **ADMINISTRATIVE PROCEDURES**

25 The Director of Schools shall develop administrative procedures for development of web pages including
26 content, quality, and consistency standards and shall designate an individual(s) to be responsible for
27 maintaining the official District web page and monitoring all District web page activity. A building
28 principal shall make such designation for an individual school. ~~Schools or departments who wish to~~
29 publish a web page must identify the webmaster's name, email address, and phone number on the web
30 page.

1 **CONCERNS/COMPLAINTS**

2 The building principal or Director of Schools, respectively, is ultimately responsible for accuracy and
3 appropriateness of the information made available on the website.- Concern about the content of any
4 page(s) created by students or staff should be directed to the building principal or the Director of Schools'
5 office when related to the District website. If the concern is not resolved, persons who wish to file a
6 formal complaint shall submit a written request for reconsideration of instructional material.

Legal References

1. 20 USCA § 1232g (a)(5)(A)-(B); *Elementary & Secondary Education* (20 USCA § 7908) Sec. 9528; 10 USCA § 503

Cross References

~~Reconsideration of Instructional Materials and Textbooks 4.403~~
Use of Copyrighted Materials 4.404
Employee-Developed Materials 4.405
Use of the Internet 4.406
Controversial Materials 4.801
Student Publications 6.704

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Recommendations and File Transfers	Descriptor Code: 5.203	Reviewed Date: 01/26/23
		Rescinds: 5.203	Adoption Date: 08/22/17

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

5 These requirements shall not apply if:

- 6 1. The information giving rise to probable cause has been properly reported to the appropriate law
 7 enforcement agency; and
- 8
- 9 2. The matter has been officially closed in one of the following ways:
 10
 - 11 a. The prosecutor or police have investigated the allegations and notified school officials
 12 that there is insufficient information to establish probable cause;
 - 13
 - 14 b. The employee, contractor, or agent has been charged and either acquitted or exonerated;
 15 or
 - 16
 - 17 c. The case remains open, and there have been no charges or indictment filed within four
 18 (4) years of the date the information was reported to the law enforcement agency.

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

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

Legal References

1. 20 USCA § 7926; TCA 49-2-131

Cross References

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

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Emergency and Legal Leave	Descriptor Code: 5.301	Reviewed Date: 01/26/23
		Rescinds: 5.301	Adoption Date: 10/25/18

1 EMERGENCY LEAVE

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

6 Principals or administrative supervisors shall ensure the employee submits the amount of time in which
7 they are released under this policy via the designated leave management system.

8 JURY DUTY

9 If an employee is summoned for jury duty, ~~s/he~~ they shall present written evidence ~~that s/he had been~~
10 ~~summoned of the summons~~ to serve on a jury. The employee shall be entitled to the usual compensation,
11 less the amount paid by the court.²

12 COURT APPEARANCES

13 If an employee appears in state or federal court because of a personal interest, whether as a plaintiff,
14 defendant or witness³ or voluntarily appears on behalf of family or friends, or when an employee is
15 required to appear in court either as a defendant or plaintiff in a civil case, personal leave or leave without
16 pay shall be granted in accordance with the established board policies on leaves. If an employee appears
17 because of work-related causes, ~~he/she~~ they will not be required to use personal leave or leave without
18 pay.

Legal References

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

Cross References

Short Term Leaves of Absence 5.300

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Reviewed Date: 01/26/23
		Rescinds: 5.302	Adoption Date: 09/25/14

1 PROFESSIONAL PERSONNEL

2 Professional personnel shall earn one (1) day of sick leave for each month employed during the school
3 year, and these days shall accumulate for an unlimited number of days.¹

4 Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness
5 or death of a member of the immediate family of a teacher, including the teacher's wife or husband,
6 parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-
7 in-law, son-in-law, brother-in-law, and sister-in-law.² In addition, Greeneville City Schools recognizes
8 any of the aforementioned relationships created by marriage.

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

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

14 The principal shall notify the Director of Schools' office at once if an employee is sick beyond the limit
15 of ~~his/her~~ their sick leave accumulation.

16 Permanent, cumulative sick leave records for each active professional employee shall be kept in the
17 Director of Schools ' office.

18 Any employee, upon employment, may transfer ~~his/her~~ their accumulated sick leave from another
19 Tennessee school system or institution of the state who participates in the state sick leave program,
20 provided that the Director of Schools of the system in which the accumulated leave was held provides
21 notarized verification.³

22 Professional personnel employed on a temporary or half time basis or greater shall be entitled to sick
23 leave in proportion to the basis of employment.

24 NON-CERTIFIED PERSONNEL

25 Non-certified personnel shall earn one (1) day of sick leave for each month an employee is employed.

26 At the termination of the employment of any employee, all unused sick leave accumulated by the
27 employee shall be forfeited.

1 At the discretion of the immediate supervisor, days under three (3) may require a physician statement
2 stating the reason for the absence.

3 Three (3) or more consecutive absences shall require an employee to provide a physician statement.

4 **SICK LEAVE BANK**

5 The purpose of the sick leave bank is to provide sick leave to all employees⁴ who have suffered an
6 unplanned personal illness, injury, disability, or quarantine and whose personal sick leave is exhausted.

7 To form a sick leave bank, a minimum of twenty (20) employees from the school system shall petition
8 the Board for permission to establish a sick leave bank.⁵ Upon approval, sick leave bank trustees shall
9 be appointed and shall operate as the governing body of the sick leave bank and shall enacted rules and
10 regulations consistent with state law.⁶ Employees wishing to participate shall initially give a maximum
11 of three (3) days of sick leave. These days are to be deducted from the employee's personal accumulation
12 and donated to the sick leave bank. Donations of sick leave to the bank are nonrefundable and
13 nontransferable.⁷

14 At any time the number of days in the sick leave bank is less than twenty (20), or one (1) per employee
15 if there are more than twenty (20) members, or at any time deemed advisable, the trustees shall assess
16 each member one (1) or more days of accumulated sick leave. If an employee has no accumulated sick
17 leave at the time of assessment, the first earned days shall be donated as they are accrued by the
18 employee.⁷

19 An employee who is a member of the sick leave bank may request an allotment of days (for the
20 employee's personal illness only) in the manner designated by the trustees. The need for these days must
21 be verified by a statement from a doctor.

22 By written notice to the trustees, an employee may withdraw from bank participation on June 30 of any
23 year.⁸ Membership withdrawal results in forfeiture of all days contributed.

24 The sick leave bank shall be operated in accordance with state law.⁹

25 **BEREAVEMENT LEAVE**

26 *All Full Time Employees*

27 Three (3) days of bereavement leave will be granted due to the death of an employee's spouse, parent,
28 child, grandchild, sibling, grandparents (including those of the employee's spouse), father-in-law or
29 mother-in-law. One (1) day of bereavement will be granted due to the death of an employee's aunt or
30 uncle (including those of the employee's spouse), son-in-law, daughter-in-law, brother-in-law, sister-in-
31 law, or any other person living in the home of the employee as a member of the family.

Legal References

1. TCA 49-5-710(a)(1)
2. TRR/MS 0520-01-02-.04(2)
3. TCA 49-5-710(a)(5)
4. TCA 49-5-811
5. TCA 49-5-803
6. TCA 49-5-804; TCA 49-5-805
7. TCA 49-5-807
8. TCA 49-5-806
9. TCA 49-5-801 *et seq.*

Cross References

Workers' Compensation 3.602
Orientation and Probation 5.107
Short Term Leaves of Absence 5.300
Family and Medical Leave 5.305
Physical Assault Leave 5.307

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Personal and Professional Leave	Descriptor Code: 5.303	Reviewed Date: 01/26/23
		Rescinds: 5.303	Issued: 07/25/19

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

3 **PERSONAL LEAVE**

4 Certified employees shall earn personal and professional leave earned at the rate of one (1) day for each
5 one-half (½) year employed.¹ Greeneville City Schools provides certified employees an additional
6 personal day for a total of three (3) days per year.

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

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

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

1 **PROFESSIONAL LEAVE**

2 Professional leave is a short, temporary absence for the purpose of attending workshops and other
3 meetings relating to school business or serving on boards and commissions which meet during daytime
4 hours when appointed by a mayor, city council, county executive or county commission.⁴ A minimum
5 of two (2) professional leave days shall be granted to all certified employees.

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

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

12 Professional leave may also be granted to teachers in the system who are currently working toward
13 National Board Certification.

14 Any personal and professional leave remaining unused at the end of the year shall be credited to sick
15 leave.

Legal References

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

Cross References

Short Term Leaves of Absence 5.300
Sick Leave 5.302

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Long-Term Leaves of Absence (non-FMLA) for Professional Personnel	Descriptor Code: 5.304	Revision Date: 01/26/23
		Rescinds: 5.304	Adoption Date: 10/25/18

1 Any person holding a position that requires a teacher's certificate shall be granted leave for military
2 service, legislative service, maternity, adoption, recuperation of health, or visitation of a spouse, child,
3 or parent deployed for military duty out of the country who has been granted rest and recuperation leave,
4 and may be granted leave for educational improvements or other sufficient reason without loss of
5 accumulated leave credits, tenure status, or other fringe benefits.¹ All leaves shall be requested in writing
6 at least thirty (30) days in advance on forms provided by the ~~Board~~ **Director of Schools**. The 30-day
7 notice may be waived or reduced by the Director of Schools upon submission of a certified statement by
8 a physician. The application for leave forms shall require:

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

14 Each request must be acted upon by the Director of Schools. Each applicant shall be notified in writing
15 of the **D**irector's action.² All leaves, except military leave, shall be from a specific date to a specific date.
16 However, any leave may be extended by the Director of Schools upon written request from the teacher.
17 Military leave and legislative leave shall be granted for whatever period may be required. Leave to visit
18 a spouse, child, or parent deployed for military duty out of the country who has been granted rest and
19 recuperation leave shall be granted for no longer than ten (10) days.³ The procedure and condition for
20 extending a leave are the same as those used when originally requesting and granting the leave.

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

25 Part-time leaves may be granted by the Director upon written request for the same conditions as for full-
26 time leave.

27 Any teacher on leave shall notify the Director of Schools at least thirty (30) days prior to the date of
28 return if the teacher does not intend to return to the position from which ~~he/she is~~ **they are** on leave.
29 Failure to give such notice shall be considered breach of contract.⁵

30 **PAY AND BENEFITS**

31 Except as many be otherwise required by applicable statute or policy, all leave granted in conformance
32 with this policy shall be without pay except as may be covered by sick leave in the case of maternity

1 and recuperative leaves. Employees shall have the opportunity to continue participation, at their own
2 expense, in group insurance plans subject to restrictions of the insuring carrier.

3 **OTHER ABSENCES**

4 Absence for reasons not authorized by the Director of Schools shall result in suspension and deduction
5 of pay and may result in termination unless satisfactory explanation is made to the school
6 administration.

Legal References

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

Cross References

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

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Attendance	Descriptor Code: 6.200	Revision Date: 01/26/22
		Rescinds: 6.200	Issued: 03/19/19

1 Attendance is a key factor in student achievement and therefore, students are expected to be present each
2 day school is in session.

3 The Chief Student Services Officer shall oversee the entire attendance program which shall include: ¹

- 4 1. All accounting and reporting procedures and their dissemination;
- 5 2. Alternative program options for students who severely fail to meet minimum attendance
6 requirements;
- 7 3. Ensuring that all school age children attend school;
- 8 4. Providing documentation of enrollment status upon request for students applying for new or
9 reinstatement of driver's permit or license; and
- 10 5. Notifying the Department of Safety whenever a student with a driver's permit or license
11 withdraws from school.²

12 Absences shall be classified as either excused or unexcused as determined by the Principal/designee.
13 Without a note, the student's absence shall be unexcused. Excused absences shall include:⁴

- 14 1. Personal illness/injury with parent note or medical excuse;
- 15
- 16 2. Illness of immediate family member requiring the student to give temporary help. After five
17 consecutive days, a doctor's statement shall be required. Immediate family is defined as:
18 parents, brothers, sisters, grandparents, aunts, uncles, legal guardian or person in loco
19 parentis, or a member of his own household.
- 20
- 21 3. Death in the family, the school may request documentation at its discretion;
- 22
- 23 4. Extreme weather conditions;
- 24
- 25 5. Religious observances;⁵
- 26
- 27 6. School-endorsed activities;
- 28
- 29 7. Summons, subpoena, or court order;

- 1 8. Circumstances which in the judgment of the Principal create emergencies over which the
2 student has no control;
- 3 9. Circumstances which are approved by the Principal through a pre-arranged request by the
4 parent; or
- 5 10. Pregnancy.

6 The Principal shall be responsible for ensuring that:⁶

- 7 1. Attendance is checked and reported daily for each class;
8
- 9 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent
10 for the majority of the day;
11
- 12 3. All student absences are verified as excused or unexcused;
13
- 14 4. Documented excuses are submitted for absences and tardiness within 2 days of returning to
15 schools;
16
- 17 5. System-wide procedures for accounting and reporting are followed.

18 The school administrators will notify parents when a student has missed five (5) days unexcused, and at
19 each successive accumulation of five (5) unexcused days. A student who has missed the equivalence of
20 five (5) unexcused days may be required to appear before the Greeneville City Schools Truancy Board
21 and/or Greene County Juvenile Court.

22 The Principal shall be responsible for notifying in writing the Director of Schools and the parents of the
23 student of any action taken by the school.

24 Any administrative decision regarding attendance may be appealed initially to the Director of Schools
25 and ultimately to the Board. The appeal shall be made in writing to the Director of Schools within five
26 (5) days following the action or the report of the action, whichever is later.⁹

27 **MAKE-UP WORK**

28 Students with excused absences may make up missed class work within five days of the student's return
29 at the teacher's convenience. It shall be the student's responsibility to initiate any arrangements for make-
30 up work. Teachers shall have discretion to allow students to make up work for unexcused days absent.

31 If a student is absent, the student's parents may arrange to pick up their class work by contacting the
32 school office.

33 **TRUANCY**

34 Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that
35 attendance at school is required. Students may attend part-time days, alternating days, or for a specific

1 amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be considered
2 present for school attendance purposes. If a student is required to participate in a remedial instruction
3 program outside of the regular school day where there is no cost to the parent(s)/guardian(s) and the
4 school district provides transportation, unexcused absences from these programs shall be reported in the
5 same manner.⁷

6 A student who is absent five (5) days without adequate excuse shall be reported to the Director of
7 Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's
8 absence. If a parent/guardian does not provide documentation within adequate time excusing those
9 absences or request an attendance hearing, then the Director of Schools/designee shall implement tier
10 two of the progressive truancy plan described below prior to referral to juvenile court.

11 *3-Tiered Progressive Truancy Plan*⁸

12 *Tier 1*

13 Tier I of the progressive truancy plan shall apply to all students within the district and include
14 schoolwide prevention-oriented supports to assist with satisfactory attendance. These supports shall
15 include, but are not limited to:

- 16
- 17 1. Any student accumulating a minimum of 2 unexcused absences will be sent a letter as a
18 preventative measure.
- 19 2. School counseling services may be made available to the student.
- 20 3. Staff members at each school will monitor attendance records on a regular basis to identify
21 student attendance.

22 *Tier 2*

23 Any student accumulating a minimum of five (5) unexcused absences will be placed in Tier II. The
24 Truancy Intervention Specialist and/or a school employee will notify the parents and/or guardian in
25 writing, by email, phone call and/or text regarding the elevation to Tier II. Tier II must include:

- 26 1. an individualized assessment conducted by the Truancy Intervention Specialist and/or a
27 school employee explaining reasons for the student's absences. The Truancy Intervention
28 Specialist and/or a school employee may refer a student to counseling, community-based
29 services, or other in-school or out-of-school services aimed at addressing the student's
30 attendance problems.
- 31 2. an Attendance Contract is to be signed by the student, parent/guardian or other person
32 having control of the student and an Attendance Supervisor or Designee. The Attendance
33 Contract must include:
 - 34 A. A specific description of the school's attendance expectations for the student.
 - 35 B. The period of which the contract is in effect and
 - 36 C. The consequences for additional absences and alleged school offenses. This
37 may include additional disciplinary action and a potential referral to Juvenile
38 Court.

1 Follow up meetings will be scheduled with each school to discuss the students' progress. Contact with
2 student and/or parent/guardian will be made as needed.

3 *Tier 3*

4 Tier III must be implemented if the truancy interventions under Tier II are unsuccessful. The Truancy
5 Intervention Specialist will notify the parents and/or guardian in writing and/or by phone of their
6 scheduled time/date to appear before the Greeneville City Schools Truancy Board. The Greeneville
7 City Schools Truancy Board will have representation from the student's school of attendance, the
8 Greeneville City Schools' Juvenile Court Liaison, community-based services personnel and other
9 members from the Greeneville City Schools Leadership team. The Truancy Intervention Specialist
10 will chair the Truancy board.

11 The truancy board hearing will allow members of the board to review the case and hear from the parents
12 and student, if age appropriate, regarding the attendance issues. At the end of the hearing, members of
13 the truancy board will decide the consequence by a roll call vote. A Truancy Board Hearing Summary
14 document, which explains the decision and stipulations of the truancy board action, will be completed
15 and signed by members of the truancy board, a parent/guardian, and the student if present.

16 Possible decisions of the board may include:

- 17 1. The student may be placed on attendance probation with the truancy board and be required a
18 Doctor Statement for every absence and/or tardy for the remainder of the school year.
19 Continued unexcused absences can result in a Petition/Contributing Warrant being filed with
20 Juvenile Court.
- 21 2. The student's attendance will be closely monitored but Doctor Statements are NOT required
22 for every absence and/or tardy for the remainder of the school year. However, if a student
23 does not uphold the stipulations set forth in the Truancy Board Hearing Summary document
24 and unexcused absences continue, this can result in a Petition/Contributing Warrant being filed
25 with Juvenile Court.
- 26 3. Should the Truancy Board decide the student and/or their family would benefit from
27 counseling, community-based services or other in-school or out-of-school services aimed at
28 addressing the attendance problems, referrals to those services may be made.
- 29 4. A petition to Greene County Juvenile Court may be filed at the conclusion of the truancy board
30 hearing.

31 If any tier of a progressive truancy intervention plan is unsuccessful with a student and the school can
32 document that the student's parent or guardian is unwilling to cooperate in the truancy intervention plan,
33 then the Director of Schools, or the Director's designee, may report the student's absences to the
34 appropriate judge pursuant to subsection (g) without first having to implement subsequent tiers, if any.
35 Evidence of a parent's or guardian's unwillingness to cooperate in the truancy intervention plan includes,
36 but is not limited to, a parent's or guardian's failure or refusal, on multiple occasions, to attend
37 conferences, return telephone calls, attend follow-up meetings, enter into an attendance contract, or
38 actively participate in any of the tiers of intervention outlined in subsection (d) or in the local board of
39 education's progressive truancy intervention plan.

1 **HIGH SCHOOL**

2 To avoid being tardy, high school students must be in the room when the bell rings. The teacher's roll
3 book and sign in/out records in the attendance office will serve as the official record of both tardies and
4 absences. When a student accumulates five tardies, it will be equivalent to one unexcused day absent.

5 **MIDDLE AND ELEMENTARY SCHOOLS**

6 An accumulation of five (5) tardies to school and/or early checkouts without adequate excuse will be
7 recorded as one unexcused absent day.

8 **ALL SCHOOLS**

9 A total of three (3) parent notes per semester may be used to excuse a student's absence. Any absences
10 beyond those three (3) allowed by a parent note will be recorded as an unexcused absence.

11 Students participating in school-sponsored activities whether on- or off-campus shall not be counted
12 absent as it relates to state attendance accounting procedures. However, to preserve instructional time
13 and to assure successful implementation of block scheduling at the high school, absence from class for
14 any reason will be dealt with according to the attendance policy. In order to qualify as "school-
15 sponsored", the activity must be school-planned, school-directed, and teacher-supervised. Mass exodus
16 or early dismissal or late arrival of all students or any segment of students shall not be permitted for any
17 reason except for emergencies such as inclement weather or other unavoidable situations, unless
18 instruction time is made up in full.

19 Ten (10) consecutive or fifteen (15) total unexcused absences during any semester will result in the
20 student becoming ineligible to retain a driver's permit or license, or to obtain such if of age.²

21 Student attendance records shall be given the same level of confidentiality as other student records. Only
22 authorized school officials with legitimate educational purposes may have access to student information
23 without the consent of the student or parent/guardian.³

24 Requests for students to attend school in counties in adjoining states shall be considered on a case-by-
25 case basis.

26 The Board shall determine annually and include in the school calendar a plan for using three (3)
27 abbreviated school days and the procedures for making up missed instructional days. In addition, the
28 Board shall determine annually whether to use flexible scheduling for kindergarten students. A flexible
29 schedule is designed to provide a smooth transition from home or daycare to school for kindergarten
30 students and to provide one-to-one time for teachers and students during the first critical week of school.

31 **RELEASED TIME COURSE¹⁰**

32 A principal or designee may excuse a student to attend a course in religious moral instruction for up to
33 one (1) class period each school week. Students shall not be excused during any class which requires
34 an examination for state or federal accountability purposes.

- 1 The student must submit a written consent form signed by the student’s parent or legal guardian prior
- 2 to the student’s participation in the released time course. The principal or designee shall document the
- 3 approval in writing. The student shall provide documentation to the principal or designee as proof of
- 4 the student’s participation in the released time course.
- 5 The district shall not be responsible for transporting students to and from the place of instruction.

 Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c); Public Acts of 2022, Chapter No. 878
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5)(c); State Board of Education Policy 4.100
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3021
8. TCA 49-6-3007; TCA 49-6-3009
9. TRR/MS 0520-01-02-.17(7)
10. TCA 49-2-130

 Cross References

School Calendar 1.800
 Extracurricular Activities 4.300
 Interscholastic Athletics 4.301
 Field Trips/Excursions/Competitions 4.302
 Reporting Student Progress 4.601
 Promotion and Retention 4.603
 Recognition of Religious Beliefs, Customs, & Holidays 4.803
 Voluntary Pre-K Attendance 6.2011
 Homeless Students 6.503
 Students in Foster Care 6.505
 Students from Military Families 6.506
 Student Records 6.600

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Corporal Punishment	Descriptor Code: 6.314	Reviewed Date: 01/26/23
		Rescinds: 6.314	Adoption Date: 09/23/99

- 1 Corporal punishment ~~shall~~ **will** not be used as a disciplinary measure in any school.¹
- 2 The Director of Schools shall be responsible for developing and implementing in-service training programs for teachers and staff in the use of alternative, positive measures of discipline.
- 3

Legal References

1. TCA 49-6-4104

Cross References

Code of ~~Conduct Behavior and Discipline Procedures~~
6.300
Student Records 6.600

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: <h2 style="text-align: center;">Detention</h2>	Descriptor Code: 6.315	Reviewed Date: 01/26/23
		Rescinds: 6.315	Adoption Date: 09/23/99

Students may be detained before school, during lunch, or after the school day as a means of disciplinary action. ~~The following guidelines shall be followed:~~

The following guidelines shall be followed:

1. The student shall be given prior notice before detention;
2. Parent(s)/guardian(s) shall be informed prior to a before or after school detention takes place;
- 3- Students in detention shall be under the supervision of **school personnel; designated staff members; and**
4. Parents will be responsible for transportation. **Detention shall not exceed ninety (90) minutes after the official closing of the school day but may be administered several days in succession; and**
5. Teachers shall have the approval of the Principal before detaining a student.

Cross References

Code of Conduct 6.300

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: <h2 style="text-align: center;">Suspension</h2>	Descriptor Code: 6.316	Revision Date: 01/26/23
		Rescinds: 6.316	Adoption Date: 04/26/18

1 *General*

2 ~~Any~~ Principal, ~~Principal teacher, or Assistant Principal (herein called Principal)~~ may suspend ~~any~~
 3 student from attendance ~~at school or any school-related activity on or off campus or from attendance at~~
 4 ~~in~~ a specific class or ~~school related activity classes~~ or from riding a school bus, without suspending the
 5 ~~such~~ student from attendance at school. ~~Based on the severity of the offense, a Principal may suspend a~~
 6 ~~student from attendance at school and all school activities. (in-school suspension), for good and sufficient~~
 7 ~~reasons including, but not limited to:~~¹

8 ~~Students may be suspended for good and sufficient reasons including, but not limited to:~~¹

- 9 1. Willful and persistent violation of the rules of the school;
- 10 2. Immoral or disreputable conduct, including vulgar or profane language;
- 11 3. Violence or threatened violence against the person of any personnel attending or assigned to any
12 school;
- 13 4. Willful or malicious damage to real or personal property of the school or the property of any
14 person attending or assigned to the school;
- 15 5. Inciting, advising, or counseling of others to engage in any ~~of the~~ action that would justify
16 suspension;
- 17 6. Marking, defacing, or destroying school property;
- 18 7. Possession of a pistol, gun, or firearm on school property;²
- 19 8. Possession of a knife, or other weapons, as defined in state law, on school property;³
- 20 9. Assaulting a ~~Principal,~~ teacher, school bus driver, or other school personnel with vulgar,
21 obscene, or threatening language;
- 22 10. Unlawful use or possession of barbitol or legend drugs; as defined in state law;⁴
- 23 11. Engaging in behavior which disrupts a class or school-sponsored activity;
- 24 12. Making a threat, including a false report, to use a bomb, dynamite, or any other deadly
25 explosive or destructive device including chemical weapons on school property or at a school-
26 sponsored event;

- 1 13. One (1) or more students initiating a physical attack on an individual student on school property
2 or at a school activity, including travel to and from school;
- 3 14. Off-campus criminal behavior resulting in felony charges;
- 4 15. When behavior poses a danger to persons or property or disrupts the educational process; or
- 5 16. Any other conduct prejudicial to good order or discipline in any school.

6 Except in an emergency, a Principal shall not suspend any student until that student has been advised
7 of the nature of his/her misconduct, questioned about it, and allowed to give an explanation.

8 If, as a result of an investigation, a Principal/~~or his/her~~ designee finds that a student acted in self-
9 defense under a reasonable belief that the student, or another to whom the student was coming to the
10 defense of, may have been facing the threat of imminent danger of death or serious bodily injury, then,
11 the student may not face any disciplinary action.⁵

12 When a student is suspended, the Principal shall notify the parent(s)/guardian(s) and the Director of
13 Schools/designee of the following:

- 14 1. Student's suspension;
- 15
16 2. Cause for the suspension; and
- 17
18 3. Any conditions for readmission which may include a meeting of the parent(s)/guardian(s),
19 student, and the Principal.

20 If a student is suspended during the last ten (10) days of any term or semester, ~~they he/she~~ shall be
21 permitted to take such final examinations or submit such required work as necessary to complete the
22 course of instruction for that semester, subject to conditions prescribed by the Principal.⁶

23 **IN-SCHOOL SUSPENSION:**⁷

24 ~~In-school suspension shall be offered to students as an alternative program (if applicable) to complete~~
25 ~~academic assignments and receive credit for work completed.~~

- 26 1. Students given an in-school suspension in excess of one (1) day from classes shall attend either
27 special classes attended only by students guilty of misconduct or be placed in an isolated area
28 appropriate for study; and
- 29 2. Personnel responsible for in-school suspension will see that each student is supervised at all
30 times and has textbooks and classwork assignments from his/her regular teachers. ~~Students~~
31 ~~given in-school suspension shall be required to complete academic assignments and shall~~
32 ~~receive credit for work completed.~~

33

1 **SUSPENSIONS LONGER THAN FIVE DAYS⁸**

2 If a suspension is longer than five (5) days, the Principal shall develop and implement a plan for
3 improving the student's behavior.

4 **SUSPENSIONS LONGER THAN TEN DAYS⁹**

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

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

Legal References

1. TCA 49-2-203(a)(7); TCA 49-6-3401(a)
2. TCA 39-17-1309(b)
3. TCA 39-17-1309
4. TCA 53-10-101; TCA 39-17-454
5. TCA 49-6-3401(i)
6. TCA 49-6-3401(d)
7. TCA 49-6-3401(b)(H)
8. TCA 49-6-3401(c)(3)
9. TCA 49-6-3401(a)-(c); *Goss v. Lopez*, 419 U.S. 565 (1975); 20 USCA § 1415

Cross References

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

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Student Disciplinary Hearing Authority	Descriptor Code: 6.317	Revision Date: 01/26/23
		Rescinds: 6.317	Adoption Date: 07/24/14

1 A Disciplinary Hearing Authority (DHA) ~~shall~~ ~~may~~ conduct appeals for students who have been
2 suspended for more than ten (10) school days. The Board shall appoint ~~members to the~~ a DHA which
3 shall consist of five (5) members, (maximum number must not exceed total membership of Board) at
4 least two (2) of which shall be a licensed employee of the ~~Board~~ district. ~~The Director of Schools shall~~
5 ~~recommend members of the DHA to the Board for approval.~~ All appointments ~~to~~ are for one (1) year
6 terms and subject to reappointment. Board members shall not serve on the DHA.¹

7 The Director of Schools shall appoint a ~~Chairman~~ of the DHA from the members appointed by the Board.
8 The ~~Chairman~~ shall perform the following duties:

- 9 1. ~~Set the time, place, and date for each hearing; Identify the members of the DHA assigned to~~
10 ~~hear each individual case;~~
- 11 2. Maintain order and structure during each hearing; and
- 12 3. ~~Prepare, sign, and disseminate the minutes of each meeting. Set the time, place and date for~~
13 ~~each hearing in writing.~~

14 Each hearing before the DHA shall be conducted by at least three (3) members of the DHA, one of which
15 must be a licensed employee of the Board. ~~The hearing must be held, no later than ten (10) days after~~
16 ~~the beginning of the suspension/expulsion.~~² Notification of the decision shall include a statement of the
17 right of either party within five (5) days after receiving the decision to request a review by the Board.

18 ~~Upon receiving notification of the request to appeal the suspension decision, the DHA shall provide~~
19 ~~written notification to the parent(s)/guardian(s) of the student, the student, and any other appropriate~~
20 ~~person of the time, place, and date of the hearing. The hearing shall be held no later than ten (10) days~~
21 ~~after the beginning of the suspension.~~²

22 The DHA may take the following disciplinary actions:³

- 23 1. Affirm the decision of the school Principal;
- 24 2. Order removal of the suspension / expulsion unconditionally;
- 25 3. Order removal of the suspension / expulsion upon such terms and conditions as it deems
26 reasonable;
- 27
- 28
- 29

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

5 At the conclusion of each DHA hearing, the chairman shall sign and maintain a copy of the minutes of
6 the meeting.

7 Within five (5) days of the DHA rendering a decision, the student, Principal, Principal-teacher, or
8 Assistant Principal may request a review by the Board, and the Board shall review the record. Following
9 the review, the Board may take the following actions.

10 *Grant Request for Hearing*⁴

11 If the Board grants a hearing, it shall provide notice to the student and/or ~~their his/her~~
12 parent(s)/guardian(s). The notice of the hearing shall include a statement that, unless the student or the
13 student's parent(s)/guardian(s) requests an open hearing in writing within five (5) days of receipt of the
14 notice, the hearing shall be closed to the public.

15 ~~The Board may affirm, overturn, or modify the decision of the DHA.~~

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

- 17 1. Affirm the decision of the hearing authority; or
18 2. **Overturn or modify** the decision in any manner*; or
19 3. Impose a more severe penalty than that of the hearing authority.

20 *Deny Request for Hearing*⁴

21 If the Board does not grant a hearing, it may affirm, overturn, or modify the decision of the DHA ~~based~~
22 ~~upon review of the record from the DHA hearing.~~ The Board shall not impose a more severe penalty
23 than that imposed by the DHA without first providing an opportunity for a hearing before the Board.

24 * Note: Zero-tolerance offenses as set forth in statute require mandatory calendar year expulsion or
25 assignment to alternative placement for a calendar year unless modified by the Director of Schools.

Legal References

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

Cross References

- Procedural Due Process 6.302
Zero Tolerance Offenses 6.309
Suspension 6.316
Alternative Education 6.319
Student Records 6.600

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Admission of Suspended or Expelled Students	Descriptor Code: 6.318	Revision Date: 01/26/23
		Rescinds: 6.318	Adoption Date: 09/28/00

1 The Board may deny admission of any student (except those in state custody) who has been expelled
 2 or suspended from another school ~~district system~~ in Tennessee or another state even though the student
 3 has established residency in the ~~district system~~ in which ~~they s/he~~ seeks enrollment.

4 After a request for enrollment is made, the Director of Schools, ~~or his/her designee,~~ shall investigate
 5 the facts surrounding the suspension/expulsion from the former school ~~district system~~ and make a
 6 recommendation to the Board to approve or deny the request.

7 The Board shall not deny enrollment beyond the length of the imposed suspension/expulsion.

8 ~~If the action of the Board is to deny admission, the Director of Schools shall, on behalf of the Board of~~
 9 ~~Education, notify the Commissioner of Education of the decision.~~

10 ~~Any school system that accepts enrollment of a student from another school system may dismiss the~~
 11 ~~student if it is determined subsequent to the enrollment that the student has been suspended or expelled~~
 12 ~~from the former school system.¹~~

13 ~~A student may be dismissed if it is determined subsequent to the enrollment that the student has been~~
 14 ~~suspended or expelled from the former school district.¹~~

Legal References

1. TCA 49-6-3401(f); **Public Acts of 2022, Chapter No. 868**; 20 USCA § 1232g(b)(4), (h)

Cross References

School Admissions 6.203
 Student Records 6.600

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Alternative Education	Descriptor Code: 6.319	Revision Date: 01/26/23
		Rescinds: 6.319	Adoption Date: 04/26/18

1 *General*¹

2 The Board shall operate an alternative school and/or program for students in grades seven through
3 twelve (7-12) who have been suspended or expelled from regular school programs, ~~in lieu of~~
4 ~~suspension or expulsion for students who display inappropriate behavior.~~

5 An alternative school is a short-term intervention program designed to provide educational services
6 outside the regular school program for students who have been suspended or expelled. The alternative
7 school is located in a separate facility from the regular school program.

8 Attendance in alternative school programs shall be mandatory and students attending an alternative
9 school located other than at their home school shall provide their own transportation.

10 ~~The alternative school and/or programs~~ shall be operated in accordance with ~~state laws and~~ the rules of
11 the State Board of Education, and instruction shall proceed as nearly as practicable in accordance with
12 the instructional programs at the student's ~~regular home~~ school. All course work completed and
13 credits earned in the alternative school shall be transferred to and recorded in the student's home
14 school. Credit earned and progress made shall be granted as if the work were performed in the home
15 school. No student may graduate based solely on attendance in alternative schools. The Director of
16 Schools shall develop procedures that provide appropriate educational opportunities for all students
17 assigned to the alternative school or program. These educational opportunities shall adhere to
18 Tennessee's academic standards.²

19 **ASSIGNMENT**

20 Students who have been suspended for more than ten (10) days or expelled shall be assigned to the
21 alternative school or program if there is staff and space available.³ Availability of staff and space shall
22 be determined at the time the disciplinary decision is rendered. The Director of Schools/designee shall
23 make this determination by evaluating factors including, but not limited to, the following:

- 24 1. Level of supervision available;
- 25
- 26 2. Safety considerations; and
- 27
- 28 3. Type of infraction.

29 The Director of Schools/designee is not required to assign a student to the alternative school or program
30 if the student committed one of the following:

- 1 1. A zero tolerance offense;⁴ or
- 2
- 3 2. An offense of violence or threatened violence, or an offense that threatened the safety of other
- 4 students at the school, if the location of the alternative school or program is on the same grounds
- 5 as the school from which the student was disciplined.⁵

6 Consideration to assign these students to the alternative school or program will be determined by the
7 Director of Schools/designee on a case-by-case basis.

8 Prior to the assignment of the student to the alternative school or program, the Director of
9 Schools/designee shall provide written notice to the student's parent/guardian stating the reason for the
10 student's placement.⁶

11 Placement in an alternative education setting shall be reserved for students who significantly disrupt
12 the educational process. If a student has an active Individualized Education Plan, a 504 plan, or is
13 suspected of having a disability, all state and federal laws and rules and regulations related to special
14 education shall be followed. The Director of Schools/designee shall develop procedures regarding
15 placement of students in the program, taking into consideration the impact of exclusionary discipline
16 practices.⁷

17 The Director of Schools/designee shall monitor and regularly evaluate the academic progress of each
18 student enrolled in the alternative school.

19 **REMOVAL**⁸

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

- 21 1. ~~They He/she~~ violates the rules of the alternative school or program; or
- 22
- 23 2. ~~They are He/she is~~ not benefitting from the assignment and all interventions have been
- 24 exhausted unsuccessfully.

25 **ADDITIONAL OFFENSES**⁹

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

29 **TRANSITION PLAN**¹⁰

30 The Director of Schools/designee shall develop procedures regarding the implementation of transition
31 plans for the integration of students assigned to the alternative school.

Legal References

1. TCA 49-6-3402; TRR/MS 0520-01-02-.09
2. TRR/MS 0520-01-02-.09(9)(a)
3. TCA 49-6-3402(c)(1)(A)
4. TRR/MS 0520-01-02-.09(6)(a); TCA 49-6-3402(c)(1)(B)
5. ~~TCA 49-6-3402(c)(1)(C) Public Acts of 2021, Chapter No. 229~~
6. TRR/MS 0520-01-02-.09(9)(i)
7. TRR/MS 0520-01-02-.09(9)(h)
8. TCA 49-6-3402(c)(2)(BA)
9. TRR/MS 0520-01-02-.09(9)(g)(2)
10. TRR/MS 0520-01-02-.09(9)(m)

Cross References

Special Education 4.202
Virtual Education Program 4.212
Suspension 6.316
Student Disciplinary Hearing Authority 6.317
Special Education Students 6.500

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Charter School Agreements	Descriptor Code: 1.902	Reviewed Date: 02/28/23
		Rescinds: 1.902	Adoption Date: 08/27/19

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

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Charter School Oversight	Descriptor Code: 1.903	Reviewed Date: 02/28/23
		Rescinds: 1.903	Adoption Date: 08/27/19

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
4 comprehensive performance, accountability, and compliance monitoring system based on the charter
5 school agreement and communicate the results to each charter school. At a minimum, the monitoring
6 system shall address academic, financial, and organizational performance standards as outlined in the
7 charter school agreement and required by the State Board of Education.¹ The Board shall utilize the
8 results when 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
13 expectations 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
17 a 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
22 recommendations, 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
12 separate, individual charter schools. Each charter school shall be independently accountable for its
13 performance.

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

16 **AUTHORIZER REPORTING AND REVIEW**

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

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Charter School Intervention	Descriptor Code: 1.904	Reviewed Date: 02/28/23
		Rescinds: 1.904	Adoption Date: 08/27/19

1 *General¹*

2 The Board shall develop a clear plan for monitoring charter schools that shall be set forth in the charter
3 agreement. If the Board identifies a deficiency in charter school operations, the Director of
4 Schools/designee shall communicate the problem to the charter school. Any intervention shall be
5 proportionate to the identified problem and adhere to the provisions of the charter agreement.

6 **INTERVENTION¹**

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

- 9 1. Deficiency;
- 10
- 11 2. Applicable regulatory, performance, or contractual provision(s) not achieved;
- 12
- 13 3. Expected remedy; and
- 14
- 15 4. Timeframe by which the Board expects the deficiency to be remedied or a corrective action
16 plan to be submitted.

17 The Director of Schools shall provide charter schools with reasonable time and opportunity to remedy
18 the deficiency or to submit a corrective action plan.

19 **REMEDIES¹**

20 Charter schools shall be responsible for notifying the Board:

- 21 1. When a deficiency has been remedied;
- 22
- 23 2. If the charter school requires an extension of time to remedy a deficiency; or
- 24
- 25 3. If the charter school requests a modification to its corrective action plan.

Legal References

1. State Board of Education Policy 6.111

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Charter School Renewal	Descriptor Code: 1.905	Reviewed Date: 02/28/23
		Rescinds: 1.905	Adoption Date: 08/27/19

1 CUMULATIVE PERFORMANCE REPORT

2 Three (3) months prior to the date on which a charter school is required to submit a renewal
3 application, the Director of Schools/designee shall submit a performance report to the charter school.¹

4 APPLICATION AND EVALUATION

5 No later than April 1st of the year prior to the year in which the charter school agreement expires, the
6 governing body of a charter school shall submit a renewal application to the Board.¹

7 The Director of Schools/designee shall conduct a renewal evaluation site visit to each charter school
8 that submits a charter school renewal application.¹

9 The Board will make renewal decisions by February 1st in the year the charter school agreement
10 expires.

11 RENEWAL CRITERIA

12 The Board shall make its renewal decision based on the renewal application, annual progress reports,
13 and renewal performance report.

Legal References

1. TCA 49-13-120; State Board of Education Policy 6.111; TCA 49-13-121

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Charter School Revocation	Descriptor Code: 1.906	Reviewed Date: 02/28/23
		Rescinds: 1.906	Adoption Date: 08/27/19

1 *General*

2 The Board shall revoke a charter school agreement if the charter school:¹

- 3 1. Failed to meet the minimum performance requirements set forth in the charter school
4 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) days prior to the revocation.²

16 Within ten (10) days of the Board voting to renew, not renew, or revoke a charter school agreement,
17 the Director of Schools/designee shall report the Board's decision to the Department of Education. The
18 Director of Schools/designee shall also provide a copy of the Board's resolution setting forth the
19 decision and the reasons for the decisions.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
23 which 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
25 school for two consecutive cycles (beginning in 2017). Revocation shall occur immediately after the
26 close of the school year in which the charter school is identified as a priority school for the second
27 consecutive cycle.

1 PROCEDURES FOR CLOSURE

- 2 The Director of Schools shall develop administrative procedures regarding charter school closures
- 3 prior to the Board denying renewal or revoking a charter school agreement.⁵

Legal References

1. TCA 49-13-122(b); State Board of Education Policy 6.111
2. TCA 49-13-122(c)
3. TCA 49-13-122(e)
4. TCA 49-13-122(a); ~~State Board of Education Policy 6.110~~
5. TCA 49-13-130

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Credit Cards	Descriptor Code: 2.8051	Revision Date: 02/28/23
		Rescinds: 2.8051	Adoption Date: 07/25/19

1 District credit cards shall be maintained by the office of the Chief Financial Officer through procedures
2 developed and maintained in the District office for the purchase of appropriate goods and services for
3 District or school related purposes only.¹ All employees who are issued a Greeneville City Schools
4 credit card will keep the credit card in a secure location at all times, and the account number will
5 remain confidential.

6 District employees who are assigned credit cards shall review and approve card transactions monthly
7 before payment is issued by the Finance Department ~~or School Bookkeeper.~~ ~~and~~ Any transactions
8 which are not approved ~~for payment by the Finance Department or Principal~~ will be reimbursed to the
9 District or school within ten (10) days of notification to the employee. In addition, purchases over \$100
10 for which an approved purchase order is not obtained will be reimbursed to the District ~~or school~~
11 within ten (10) days of notification. ~~by District or school finance staff.~~

12 It is preferable to be invoiced by vendors when possible and practical rather than to utilize ~~the District~~
13 credit cards for purchases.

14 Card users shall be held accountable for appropriate use of credit cards. Unauthorized use of a credit
15 card shall be grounds for disciplinary action, including termination of employment. Cash advances
16 using ~~District~~ credit cards are prohibited.

17 Any employee that purchases items with a credit card must follow the procedures outlined below:

- 18 • Original receipts for each purchase must be submitted within three working days of purchase or
19 three working days of an employee's return from business travel;
- 20
- 21 • If the credit card is used to pay for a conference or training, a copy of the registration form
22 must be turned in;
- 23
- 24 • The purchaser or designee must check off on purchases and the physical inventory that is
25 purchased and verify all items purchased with the credit card have been received ~~in District.~~
- 26
- 27 • All purchases must be District or school related purchases; and
- 28
- 29 • If there is any incurred finance or late charges, the responsibility will belong to the person or
30 program associated with said charges.
- 31
- 32 • Under no circumstances will the credit card be used to make personal purchases.

Legal References

1. *Tennessee Internal School Uniform Accounting Procedure Manual*, Section 4-8; Section 4-13 through 4-15

Cross References

Executive Committee 1.301
Purchasing 2.805
Purchase Orders and Contracts 2.808

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Vendor Relations	Descriptor Code: 2.809	Reviewed Date: 02/28/23
		Rescinds: 2.809	Adoption Date: 06/27/19

1 *General*

2 Each order will be placed on the basis of quality, price, and delivery. Past service will be a factor if all
3 other considerations are equal.

4 No person officially connected with or employed by the school system will be an agent for or have any
5 financial compensation or reward of any kind from any vendor for the sale of supplies, materials,
6 equipment, or service.¹

7 *Individual Schools*²

8 Schools shall execute a written agreement with vendors for all fundraisers. The agreement shall include,
9 but not be limited to, the following information:

- 10 1. The division of profits that result from the activity;
- 11 2. Payment of sales tax;
- 12 3. Delivery date(s);
- 13 4. Package prices or other charges; and
- 14 5. Scheduled dates of service.

15 Vendors visiting separate schools must first obtain permission from the Principal and Director of
16 Schools. Vendors' visitations to school shall not be permitted to interfere with the normal instructional
17 and learning process.

Legal References

1. TCA 49-6-2003
2. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-32

Cross References

Visitors to the Schools 1.501
Advertising & Distribution of Materials in Schools 1.806
Fundraising Activities 2.601
Staff Gifts and Solicitations 5.605

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Payment Procedures	Descriptor Code: 2.810	Reviewed Date: 02/28/23
		Rescinds: 2.810	Adoption Date: 09/23/99

1 *Central Office*

2 The Director of Schools, Chief Financial Officer, or designee shall serve as the purchasing agent for the
3 Board of Education and shall approve all claims for payment.¹

4 As operating procedure, the Director of Schools, Chief Financial Officer, or designee shall present to the
5 Board each month a Statement of Revenues, Expenditures; a Local Revenue Collections and Analysis
6 Report; and a report of Basic Education Payment (BEP) collections.²

7 *Individual Schools*

8 Schools may obligate themselves for the purchase of equipment, supplies, or services, provided
9 payments are completed or **accounted for via accrued** ~~ed~~(s) by June 30th of the current school year or a
10 plan for future payments has been made by the Principal and approved by the Director of Schools and
11 Chief Financial Officer.

Legal References

1. TCA 49-2-206(b)(3)
2. TCA 49-2-206(b)(5)

Cross Reference

Executive Committee 1.301

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Special Use of School Vehicles	Descriptor Code: 3.402	Reviewed Date: 02/28/23
		Rescinds: 3.402	Adoption Date: 02/28/13

1 **SCHOOL BUSES**

2 All policies and procedures regarding student and driver conduct shall apply to all extracurricular trips.

3 System-owned buses may be used by athletic teams and other school groups, provided such trips are
4 recommended by the Principal.

5 The Principal shall make all transportation arrangements with the Transportation Supervisor.

6 Only qualified bus drivers may drive school buses for extracurricular trips.

7 **BOARD-OWNED VEHICLES**

8 The Director of Schools shall recommend for Board approval a list of vehicles to be assigned to positions
9 requiring full-time use. Such use shall be restricted to commuting to and from job-related sites and must
10 comply with IRS requirements, including implications for reporting taxable income.

11 Employees assigned full-time use of vehicles shall be on call twenty-four (24) hours a day to perform
12 services required by their job responsibilities. The use of these vehicles for personal use is prohibited.

Cross References

Extracurricular Activities 4.300
Interscholastic Athletics 4.301
Field Trips and Excursions 4.302

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Private Vehicles	Descriptor Code: 3.404	Reviewed Date: 02/28/23
		Rescinds: 3.404	Adoption Date: 12/13/18

1 The Board recognizes that certain employees may need to use their private vehicles for school purposes.

2 The Board also recognizes that students enrolled in certain classes (e.g. yearbook, school newspaper)
3 may occasionally need to use their personal vehicles during the school day to conduct school-related
4 business.

5 The Board also recognizes that in emergency situations and/or special circumstances parents and other
6 individuals may volunteer to transport students in their private vehicles for school purposes. Volunteer
7 drivers who use a private vehicle must provide proof of vehicle liability insurance coverage in the form
8 of an insurance certificate in the following amounts: *Per Person Bodily Injury* \$100,000; *Per Accident*
9 *Bodily Injury* \$300,00; *Per Accident Physical Damage* \$100,000; or *Combined Single Limit* \$300,000.^{1,2}

10 All rules pertaining to employees will apply to non-employees.

11 With the use of private vehicles, the following policies shall be observed:

- 12 1. To use a private vehicle for school purposes, the driver must have permission from an appropriate
13 school representative, (central office or school administrator, athletic director, or head coach)
14 and provide proof of ~~their his/her~~ valid driver's license and liability insurance coverage; and
15
- 16 2. The Board carries insurance; however, the driver of any vehicle used for school purposes cannot
17 be relieved of his/her personal liability.

Legal References

1. TRR/MS 0520-1-5-.02(1)
2. TCA 29-20-403(b)(3); OP Tenn. Atty. Gen. 04-136
(August 24, 2004)

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Food Service Management	Descriptor Code: 3.500	Reviewed Date 02/28/23
		Rescinds: 3.500	Issued: 06/28/18

1 The School Nutrition Program shall be operated on a nonprofit basis and shall comply with all rules
2 and regulations pertaining to nutrition, health, sanitation, internal accounting procedures, and service
3 of food; and will meet all state, federal and local requirements necessary for participation.¹

4 The system's Food Service Supervisor will oversee the program. All products and services necessary
5 for the operation of the School Nutrition Department shall be procured using a procurement plan which
6 must comply with federal and state purchasing procedures.

7 **The** School Nutrition Program may include the following programs: National School Lunch Program,
8 Fresh Fruit and Vegetable Program, School Breakfast Program, Seamless Summer Option, and
9 Afterschool Snack Program. Meals and snacks that are offered shall meet the federal requirements for
10 reimbursement as defined by federal regulations.²

11 As required for participation in the School Nutrition Programs, the Board agrees to the following:

- 12 1. Meals must be made available to all students in attendance; and
- 13 2. Free and reduced-price meals/snacks must be made available to students who are determined
14 eligible for these benefits.

15 Students who participate in no-cost or reduced-cost meals will not be distinguished in any way from
16 other students during food service.

17 Students will be permitted to bring their lunches from home and to purchase allowable beverages and
18 a la carte items at school.

19 Procedures for implementing guidelines established by the State Department of Education School
20 Nutrition Program are on file in the District Food Service Procedures Manual.

21 ***Students Requesting Modified Meals***

22 The School Nutrition Program shall make reasonable modifications to accommodate children with
23 disabilities. These modifications will be made on a case-by-case basis when supported by a written
24 statement from a licensed healthcare professional who is authorized to write prescriptions under state
25 law.

26 The Director of Schools/**designee** shall develop procedures for notifying parent(s)/guardian(s) of the
27 process for requesting meal modifications and arrange for an impartial hearing process to resolve
28 grievances related to requests for modifications based on a disability.

1 ***Competitive Foods***

2 The sale of competitive foods must comply with all local procedures, but at a minimum, must be as
3 stringent as the current state and federal regulations concerning competitive foods.³

4 ***Charging Meals***

5 In the event a student does not have adequate funds to purchase a meal, **they he/she** will be allowed to
6 charge the meal.

7 The Director of Schools/**designee** shall ensure that this policy is provided in writing to all households
8 at the start of each school year and to households that transfer to the **District school** during the school
9 year.

10 ***Collection of Unpaid Meal Charges***

11 The District shall make reasonable efforts to collect debts resulting from unpaid meal charges prior to
12 the end of the school year. Uncollected charges from the previous fiscal year shall be considered
13 delinquent debt. The Director of Schools/**designee** shall establish reasonable methods and a timeframe
14 for collection of delinquent debt. Any use of third parties to collect delinquent debt must be approved
15 by the Board. Upon recommendation of the Director of Schools, the Board may classify delinquent
16 debt as bad debt, which shall be considered uncollectable and categorized as an operating loss.⁴

Legal References

1. TCA 49-6-2302, 2303; TRR/MS 0520-01-06-.04
2. 7 CFR § 210.10-.13
3. 7 CFR § 210.11
4. 2 CFR § 200.426

Cross References

Investment Earnings 2.402
Deposit of Funds 2.500
Financial Reports and Records 2.701

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Graduation Requirements	Descriptor Code: 4.605	Reviewed Date: 02/28/23
		Rescinds: 4.605	Adoption Date: 06/28/18

1 *Graduation Requirements*

2 The program of studies shall include areas required by the State Board of Education.

3 Before high school graduation, every student shall:¹

- 4 1. Achieve the specified twenty-two (22) units of credit;
- 5 2. Take the required end-of-course exams;
- 6 3. Have satisfactory records of attendance and conduct;
- 7 4. Take the ACT or SAT prior to graduation;² and
- 8 5. Pass a United States civics test.³

9 Students achieving the minimum number of credits will be awarded a state diploma. In order to receive
10 a GHS diploma, students must earn twenty-eight (28) credits. These criteria also apply to all early
11 graduates other than Move on When Ready graduates.

12 TN Diploma Project mandates that each student have an elective focus of three (3) credits. The state
13 and local board of education approved focus areas for Greeneville City Schools are: STEM,
14 Communications/Commerce, Fine Arts, AP/Dual Enrollment, Humanities, and Career and Technical
15 (CTE). Students completing a CTE elective focus must complete three units in the same CTE program
16 area or state approved program of study. Students will be allowed one (1) PE/Weightlifting credit per
17 year (including the required PE/Wellness credit) with an additional one-half (1/2) credit allowed
18 during the sophomore and junior years.

19 **SPECIAL EDUCATION STUDENTS**⁴

20 Special education students who earn the prescribed twenty-two (22) credit minimum shall be awarded a
21 regular high school diploma.

22 Students who have received ~~a special education diploma or an occupational diploma~~ [the below diplomas](#)
23 shall continue to make progress towards a regular high school diploma until the end of the school year
24 in which they turn twenty-two (22) years old.

25 *Special Education Diploma*

26 A special education diploma shall be awarded to students who have not met the requirements for a regular
27 high school diploma but have:⁵

- 28 1. Completed four (4) years of high school;
- 29 2. Made satisfactory progress on their IEP; and

1 3. Maintained satisfactory records of attendance and conduct.

2 *Occupational Diploma*

3 Special education students who do not meet the requirements for a regular high school diploma may be
4 awarded an occupational diploma if the student has:^{1,4}

- 5 1. Completed at least four (4) years of high school;
- 6 2. Made satisfactory progress on their IEP;
- 7 3. Maintained satisfactory records of attendance and conduct;
- 8 4. Completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment
9 (SKEMA); and
- 10 5. Has two (2) years of paid or non-paid work experience.

11 The decision to attain an occupational diploma shall be made at the conclusion of the student's 10th grade
12 year or two (2) academic years prior to the expected graduation date.

13 *Alternate Academic Diploma*

14 Special education students who do not meet the requirements for a regular high school diploma may be
15 awarded an alternate academic diploma if the student has:⁴

- 16 1. Completed at least four (4) years of high school;
- 17 2. Participated in the high school alternate assessments;
- 18 3. Earned the prescribed twenty-two (22) credit minimum;
- 19 4. Made satisfactory progress on their IEP;
- 20 5. Maintained satisfactory records of attendance and conduct; and
- 21 6. Completed a transition assessment that measures postsecondary education and training,
22 employment, independent living, and community involvement.

23 **STUDENT LOAD**

24 All full-time students in grades 9-12 shall be enrolled each semester in subjects that produce a minimum
25 of five (5) units of credit for graduation per year. Students with hardships and gifted students may appeal
26 this requirement to the Director of Schools and then to the Board.⁶

27 **EARLY GRADUATION**⁷

28 *Move on When Ready*

29 High school students shall be permitted to complete an early graduation program. Students intending to
30 graduate early shall inform the school principal of this intent prior to the beginning of 9th grade or as
31 soon thereafter as the intent is known.

32 In order to graduate early, students ~~must~~ shall meet the following requirements:

- 33 1. Earn the required seventeen (17) credits;
- 34 2. Achieve a benchmark score for each required end-of-course exam;

- 1 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 2 4. Meet the minimum ACT or SAT benchmark score;
- 3 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 4 6. Complete at least two (2) types of the following courses:
 - 5 a. AP;
 - 6 b. IB;
 - 7 c. Dual enrollment; or
 - 8 d. Dual credit.

9 The Director of Schools shall develop administrative procedures to ensure that the early graduation
10 program is conducted in accordance with state law.

11 **FOREIGN EXCHANGE STUDENTS**

12 Foreign exchange students may participate in graduation exercises and will receive a certificate of
13 attendance from Greeneville City Schools.

Legal References

1. TCA 49-6-6001; State Board of Education Policy 2.103;
TRR/MS 0520-01-03-.06
2. TCA 49-6-6001(b); State Board of Education Policy 2.103
3. TCA 49-6-408; State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06; State Board of Education Policy
2.103
5. TCA 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.06
7. TCA 49-6-8103; State Board of Education Policy 2.103;
[Public Acts of 2021, Chapter No. 493](#)

Cross References

[Basic Curriculum Program Class Size Ratios](#) 4.201
Alternative Credit Options 4.209

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Transcript Alterations	Descriptor Code: 4.608	Reviewed Date: 02/28/23
		Rescinds: 4.608	Adoption Date: 12/13/18

- 1 Any student transcript alteration shall be supported by documentation.¹ This documentation shall include
- 2 the reason for the transcript alteration and evidence that the student earned the grade reflected in the
- 3 altered transcript.
- 4 Greeneville City Schools shall not retaliate against an employee who brings unauthorized transcript
- 5 alterations to the attention of school officials.¹
- 6 The Director of Schools shall develop procedures to implement this policy.

Legal References

1. TCA 49-50-1101

Cross References

Grading System 4.600

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Maintaining Test and Data Security	Descriptor Code: 4.701	Reviewed Date: 02/28/23
		Rescinds: 4.701	Adoption Date: 07/22/03

1 *General*

2 Security procedures shall adhere to guidelines issued by the State Department of Education.¹

3 **TESTING SECURITY**

4 ~~Annually, T~~he Director of Schools shall designate a system testing coordinator who shall be responsible
5 for administering, monitoring, and maintaining security of all tests to be administered within the school
6 district. The principal of each school shall serve as or designate a building testing coordinator who shall
7 be responsible for the administrating, monitoring, and maintaining security of all tests given in
8 ~~his/her~~their school.

9 Any employee found to have not followed security guidelines shall be placed on immediate suspension,
10 and such actions shall be grounds for dismissal. Such actions shall be grounds for revocation of state
11 license.² The Director of Schools/designee shall report a breach of security to the State Department of
12 Education within twenty-four (24) hours of such events. In any class, grade, and/or school where a
13 security breach is strongly suspected or verified, central office staff shall be present during subsequent
14 tests for a period of two (2) years.

15 **DATA SECURITY**

16 Embargoed data may be shared with personnel as determined by the Director of Schools as set forth in
17 procedure. Personnel shall not share embargoed data with external parties.³

Legal References

1. TRR/MS 0520-01-03-.03(11)(f)
2. TCA 49-1-607
3. State Board of Education Policy 2.600

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Student Equal Access (Limited Public Forum)	Descriptor Code: 4.802	Reviewed Date: 02/28/23
		Rescinds: 4.802	Adoption Date: 07/24/14

1 STUDENT MEETINGS

2 Schools may allow students to form clubs or groups that meet before, during, and/or after the school day.
3 Requests to form such clubs or groups shall not be denied based upon the religious nature or beliefs of
4 proposed club or group. If permitted, school administrators shall ensure that all clubs and groups have
5 the same abilities to access facilities and advertise their meetings.¹

6 No funds shall be expended by the school for any such meeting beyond the incidental costs associated
7 with providing meeting space. Groups meeting under this policy may be required to pay a reasonable fee
8 for compensating school personnel in the supervision of the activity.

9 No student may be compelled to attend or participate in a meeting under this policy.

10 A student or a group of students who wish to conduct a meeting under this policy shall submit a request
11 with the principal at least three (3) days prior to the proposed date.

12 The principal shall approve the meeting if ~~he/she~~they determines that:¹

- 13 1. The meeting is voluntary and student-initiated;
- 14 2. There is no sponsorship of the meeting or its content by the school or its employees, or the Board;
- 15 3. The meeting shall not materially and substantially interfere with the orderly conduct of the
16 school's educational activities or conflict with other previously scheduled meetings;
- 17 4. Employees of the district are to be present in a non-participatory monitoring capacity; however,
18 no employee shall be required to attend in this capacity if the content of the meeting is contrary
19 to the beliefs of the employee; and
- 20 5. Non-school persons shall not direct, control or regularly attend.

21 A student shall be permitted to voluntarily:²

- 22 1. Pray in a school, vocally or silently, alone, or with other students to the same extent and under
23 the same circumstances as a student is permitted to vocally or silently reflect, meditate, or speak
24 on non-religious matters alone or with other students in such school;
25
- 26 2. Express religious viewpoints in school to the same extent and under the same circumstances as
27 a student is permitted to express viewpoints on non-religious topics or subjects in such school;
28

- 1 3. Speak to and attempt to share religious viewpoints with other students in school to the same
 2 extent and under the same circumstances as a student is permitted to speak to and attempt to share
 3 non-religious viewpoints with other students, and
 4
- 5 4. Possess or distribute religious literature in school, subject to reasonable time, place, and manner
 6 restrictions, to the same extent and under the same circumstances as a student is permitted to
 7 possess or distribute literature on non-religious topics or subjects in such school.

8 **SCHOOL SPONSORED EVENTS³**

9 If the Board or a school principal authorizes an event at which a student is to speak, a limited public
 10 forum shall be established for such student speaker. The appropriate administrators shall ensure that:

- 11 1. The forum is provided in a manner that does not discriminate against a student's voluntary
 12 expression of a religious viewpoint, if any, on an otherwise permissible subject;
 13
- 14 2. There is an appropriate method of selecting student speakers which is based on neutral criteria;
 15 and
- 16 3. Student speakers do not engage in speech that is obscene, vulgar, offensively lewd, indecent,
 17 or promotes illegal drug use.

18 To the extent possible and practical and prior to events in which students will speak, notice shall be
 19 provided orally and/or in writing that the student's speech does not reflect the endorsement, sponsorship,
 20 position, or expression of the Board or the school district and its employees.

21 Notice of this policy shall be provided in student handbooks and staff handbooks.

Legal References

1. 20 USCA § 4071; *Bd. Of Educ. v. Mergens ex rel. Mergens*, 496 U.S. 226 (1990); TCA 49-6-1805
2. TCA 49-6-2904(b)
3. TCA 49-6-1803

Cross References

Recognition of Religious Beliefs, Customs & Holidays 4.803
 Prayer and Period of Silence 4.805

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Prayer and Period of Silence	Descriptor Code: 4.805	Reviewed Date: 02/28/23
		Rescinds: 4.805	Issued Date: 01/24/19

- 1 There shall be no school-sponsored or school-directed public prayer at any school-sponsored or school
- 2 directed activity,¹ but a period of silence shall be observed.²
- 3 The teacher of the first class of each day shall call the students to order to observe a moment of silence.
- 4 No other action shall be taken by a teacher other than to maintain silence during this time.

Legal References

1. *Lee v. Weisman*, 505 U.S. 577 (1992)
2. TCA 49-6-1004

Cross References

Student Equal Access 4.802

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Revision Date: 02/28/23
		Rescinds: 5.305	Adoption Date: 08/28/18

1 ELIGIBILITY

2 Anyone who has been employed for at least twelve (12) months by the school district and anyone who
3 has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for
4 service for purposes of FMLA eligibility¹) during the previous twelve (12) month period shall be eligible
5 to use FMLA leave.² For the purposes of calculating FMLA leave, Greeneville City Schools uses a
6 rolling 12-month period measured backward from the date an employee uses any FMLA leave.

7 GENERAL PRINCIPLES

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

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

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

26 MATERNITY/PATERNITY LEAVE

- 27 1. *Relationship between FMLA leave and Tennessee Maternity Leave Act*- FMLA leave shall run
28 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible
29 employees leave for a period not to exceed four (4) months for the adoption, pregnancy,
30 childbirth, and nursing of a newborn child.³
- 31

1 2. *Teachers' Leave*- In accordance with state law, any teacher who goes on maternity or paternity
2 leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for
3 maternity leave purposes. In order to be eligible to use sick leave, written request of the teacher
4 accompanied by a statement from the teacher's physician verifying pregnancy shall be submitted.
5 Upon verification by a written statement from an adoption agency or other entity handling an
6 adoption, a teacher may also be allowed to use accumulated leave for adoption of a child. If both
7 adoptive parents are teachers employed by the district, however, only one (1) parent is entitled
8 to use such leave.⁴

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

15 **LEAVE FOR A SERIOUS HEALTH CONDITION⁶**

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

23 **LEAVE FOR MILITARY FAMILY MEMBERS**

24 1. *Qualifying Exigency Leave⁷* - Eligible employees are entitled to up to twelve (12) workweeks
25 of leave because of any "qualifying exigency" arising out of the fact that the spouse, son,
26 daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been
27 notified of an impending call to active duty, or has been notified of an impended call to active
28 duty status in the Armed Forces. Qualifying exigencies may include:

- 29 a. Issues arising from the service member's short notice deployment;
- 30 b. Military events and related activities (e.g. official ceremonies, support programs);
- 31 c. Making or updating financial and legal arrangements;
- 32 d. Attending counseling;
- 33 e. Taking up to fifteen (15) days leave to spend time with a covered service member who
34 is on short-term rest and recuperation leave during deployment; or
- 35 f. Attending post-deployment activities.

36 2. *Military Caregiver Leave⁸* - An eligible employee who is the spouse, son, daughter, parent, or
37 next of kin of a covered service member or covered veteran with a serious injury or illness is
38 entitled to up to twenty-six (26) workweeks of leave in a "single twelve (12) month period." A
39 covered service member is a current member of the Armed Forces, including a member of the
40 National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is
41 entitled to up to twenty-six (26) workweeks of leave in a "single twelve (12) month period."
42 A covered service member is a current member of the Armed Forces, including a member of the
43 National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is

1 otherwise in out-patient status, or is otherwise on the temporary disability retired list for a serious
2 injury or illness.

3 A covered veteran is an individual who was a member of the Armed Forces at any time during
4 the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy
5 that has a serious injury or illness who is currently receiving medical treatment, recuperation, or
6 therapy. The calculation of this five (5) year period shall not include the interval of October 28,
7 2009 through March 8, 2013.

8 The “single twelve (12) month period” for military caregiver leave begins on the first day the
9 employee takes leave for this reason and ends twelve (12) months later. An eligible employee is
10 limited to a combined total of twenty-six (26) workweeks of leave to provide care for a covered
11 service member. The maximum of twenty-six (26) workweeks may include no more than twelve
12 (12) workweeks of leave that is taken for the birth and care of a newborn child, for the placement
13 of a child for adoption or foster care, for care of a parent who has a serious health condition, or
14 for the employee's own serious health condition.

15 **INTERMITTENT LEAVE**⁹

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

25 **RESTRICTIONS**

1. Notice Requirements

- 26 a. *Employee Notice*¹⁰- For foreseeable leave, the employee shall provide the Director of
27 Schools with at least thirty (30) days written notice before the beginning of the anticipated
28 leave.
29
- 30 b. *District Notice*- Once it has been established that the leave requested qualifies for
31 FMLA, the Director of Schools/designee shall notify the employee within three (3)
32 business days (absent extenuating circumstances) that any leave taken pursuant to state
33 leave statutes (paid vacation leave, personal leave, sick leave, or workers’
34 compensation) shall run concurrently with FMLA leave.¹¹ The notice may be given
35 orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than
36 the following pay day.¹²
37

2. Certification Requirement¹³

- 1 a. The Director of Schools may require that a request for leave be supported by
2 certification issued by a health care provider with the following information:
3
 - 4 i. The date on which the serious health condition commenced;
 - 5 ii. The probable duration of the condition;
 - 6 iii. The appropriate medical facts within the knowledge of the health care provider
7 regarding the condition; and
 - 8 iv. A statement that the eligible employee is needed to care for the son, daughter,
9 spouse, or parent and an estimate of the amount of time that such employee is
10 needed.
- 11 b. If there is any reason to doubt the validity of the certification provided, the Director of
12 Schools may require, at the expense of the school district, an opinion of a second health
13 care provider.
14

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

- 15 a. If leave is taken more than five (5) weeks prior to the end of the term, the Director of
16 Schools may require the employee to continue taking leave until the end of the term if
17 the leave is at least three (3) weeks of duration and the return of employment would
18 occur during the three (3) week period before the end of the term.
- 19 b. If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools
20 may require the employee to continue taking leave until the end of the term if the leave
21 is greater than two (2) weeks duration and the return to employment would occur during
22 the two (2) week period before the end of the term.
23
24
25
26

27 **REQUIREMENTS OF THE BOARD**¹⁵

- 28 1. The employee shall be restored to the same position of employment or an equivalent position
29 with no loss of benefits, pay, or other terms of employment.
- 30 2. The employee shall be kept under any group health plan for the duration of the leave.
- 31 3. The Board may recover the premium paid under the following conditions:
32
 - 33 a. The employee fails to return from leave after the period of leave has expired; and
 - 34 b. The employee fails to return to work for a reason other than the continuation,
35 recurrence, or onset of a serious health condition or other circumstances beyond the
36 control of the employee.
37

Legal References

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

Cross References

- Sick Leave 5.302
Long-Term Leaves of Absence 5.304

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Leave Taken for Adoption, Pregnancy, Childbirth, and Nursing of an Infant	Descriptor Code: 5.3051	Reviewed Date: 02/28/23
		Rescinds: 5.3051	Adoption Date: 10/25/18

1 An employee who has been employed for at least twelve (12) consecutive months as a full-time employee
2 may be absent from such employment for a period not to exceed four (4) months for adoption, pregnancy,
3 childbirth and nursing infant. With regard to adoption, the four (4) month period begins at the time that
4 the employee receives custody of the child.¹

5 An employee who gives at least three (3) months advance notice of leave and the intention to return to
6 full-time employment after leave will be restored to the previous position or to a similar position with
7 the same status, pay, length of service credit, wherever applicable, as of the date of the leave. An
8 employee who is prevented from giving three (3) months advance notice because of a medical emergency
9 which necessitates that leave begin earlier than originally anticipated shall not forfeit the rights and
10 benefits under this Policy solely because of the failure to give three (3) months advance notice. An
11 employee who is prevented from giving three (3) months' advance notice because ~~s/he~~ they received the
12 notice of adoption less than three (3) months' in advance will not forfeit ~~his or her~~ their rights and benefits
13 under this Policy solely because of the failure to give three (3) months' advance notice.

14 In accordance with state law, any teacher who goes on maternity leave shall be allowed to use all or a
15 portion of the teacher's accumulated sick or annual leave for maternity leave purposes for a period not
16 to exceed the employee's accumulated sick leave and annual leave balance or twelve (12) weeks,
17 whichever is less.²

18 Otherwise, leave shall be without pay. Leave will not affect the employee's advancement, bonuses,
19 length of service credit, benefits, plans or programs for which the employee was eligible at the beginning
20 date of the leave and any other benefits or rights of employment. If the employee's position is so unique
21 that the school system cannot, after reasonable efforts, fill that position temporarily, then the school
22 system may refuse to reinstate the employee at the end of such leave.

23 A teacher may use up to thirty (30) days of accumulated sick leave for the adoption of a child. If both
24 adoptive parents are teachers, only one parent may request leave.²

25 The purpose of this policy is to provide time off for adoption, pregnancy, childbirth and nursing of the
26 infant. Therefore, if an employee has utilized the period of leave to actively pursue other employment

1 opportunities, or if the employee has worked part-time or full-time for another employer during the
2 period of leave, then the employee will not be reinstated at the end of the leave. If the employee cannot
3 be reinstated at the end of such leave because the employee's position cannot be filled temporarily or
4 because ~~he~~ the employee has used such leave to pursue employment opportunities or to work for another
5 employer, the school system will notify the employee.

6 Family and Medical leave will run concurrently with leave provided under this Policy for adoption,
7 pregnancy, childbirth, and infant nursing.

Legal References

1. TCA 49-5-702; TCA 4-21-408
2. TCA 49-5-710(a)(2); TCA 8-50-802(a)(4)

Cross References

Sick Leave 5.302
Family and Medical Leave 5.305

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: <h2 style="text-align: center;">Military Leave</h2>	Descriptor Code: 5.306	Reviewed Date: 02/28/23
		Rescinds: 5.306	Adoption Date: 05/22/08

1 Employees who are members of any reserve component of the Armed Forces of the United States shall
 2 be granted leave of absence for all periods of military service during which they are engaged in the
 3 performance of duty or training in the service of the state or the United States.¹ Reservists who anticipate
 4 military duty during the school year must give written notice to the Director of Schools, within thirty
 5 (30) days of the beginning of the school year, of the dates of the anticipated duty. While performing such
 6 duty or training, the employee shall be paid ~~his/her~~ **their** regular salary up to a maximum of twenty (20)
 7 working days in any one (1) calendar year, plus such additional days as may result from any call to active
 8 state duty.² An employee called to active duty by the governor to enforce the laws of the state shall be
 9 paid ~~his/her~~ **their** regular salary for such time as ~~he/she is~~ **they are** engaged in the performance of ~~his/her~~
 10 **their** duty, and any time spent in active state duty shall not count against the twenty (20) day period of
 11 leave allowed for military service.³ After the twenty (20) working days of full compensation, any
 12 educator who is a member of any reserve component of the armed forces of the United States, including
 13 members of the Tennessee Army and Air National Guard, is authorized, but not required, to use any
 14 accumulated sick leave in lieu of annual leave for the purposes of not having to take leave without pay
 15 when called into active duty.

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

19 The employee shall supply a copy of the orders for duty, including the dates of departure and return it to
 20 the Director of Schools prior to, or simultaneous with, requesting leave.

Legal References

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

Cross References

Long Term Leaves of Absence for Professional Personnel
5.304

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Physical Assault Leave	Descriptor Code: 5.307	Reviewed Date: 02/28/23
		Rescinds: 5.307	Adoption Date: 08/22/13

- 1 A teacher who is absent from assigned duties as a result of personal injury caused by physical assault or
 2 other violent criminal acts committed in the course of the teacher's employment activities shall receive
 3 workers' compensation or comparable benefits for up to one (1) year after the injury. A leave of absence
 4 for personal injury resulting from an assault or other violent criminal act shall not be charged to the
 5 teacher's sick leave, personal leave or professional leave accumulated or granted.¹
- 6 The school system shall continue to pay the employee's full benefits including, but not limited to health
 7 insurance benefits, until the earlier of the date on which the employee is released by the employee's
 8 physician to return to work or the date on which the teacher is determined by the employee's physician
 9 to be permanently disabled from returning to work.²
- 10 A signed statement listing the cause of the absence shall be provided by the employee on forms furnished
 11 by the Director of Schools and shall promptly be given to the immediate supervisor in support of all
 12 claims. A certificate from the physician on forms furnished by the Director of Schools may also be
 13 required to verify the extent of the injury.³

Legal References

1. TCA 49-5-714(a); Public Acts of 2021, Chapter No. 377
2. TCA 49-5-714(b); Public Acts of 2021, Chapter No. 377
3. TRR/MS 0520-01-02-.04(4)(b)

Cross References

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

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Sabbatical Leave	Descriptor Code: 5.308	Reviewed Date: 02/28/23
		Rescinds: 5.308	Adoption Date: 09/23/99

1 After seven (7) years of continuous employment, a sabbatical of one (1) year without pay may be granted
2 for the following purposes:

- 3 1. Advanced study at an accredited college or university; or
- 4 2. Teaching in a college, university, or another school system which will result in improvement
5 of the staff member's professional competency for ~~his/her~~ their regular position; or
- 6 3. Educational travel outside the continental United States which will improve the staff
7 member's competency for ~~his/her~~ their regular position.

8 Any request not listed above will be evaluated on an individual basis.

9 Requests shall include a written plan of the professional study or improvement to be gained through the
10 sabbatical to the Director of Schools by March 1.

11 All requests for leave must be approved by the Director of Schools.

12 If approved, the following will apply upon the employee's return to work:

- 13 ● The employee shall provide a written notice of intent to return to the Director of Schools by
14 March 1 in the year for which the leave is granted.
- 15 ● Periodic reports may be required of the employee during the leave.
- 16 ● The employee shall be returned to the same or comparable position.
- 17 ● Personnel on sabbatical shall not earn experience for the year of which they were on the
18 sabbatical. (excluding requests covered under item two above if employed by a TCRS covered
19 entity).

Cross References

Long-Term Leaves of Absence for Professional Personnel
5.304

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Legislative Leave	Descriptor Code: 5.309	Reviewed Date: 02/28/23
		Rescinds: 5.309	Adoption Date: 09/23/99

1 Certified employees who have been elected to state or local law-making bodies shall be granted the use
2 of up to two (2) professional leave days for the time those law-making bodies are in official session or
3 while attending official meetings outside the session.¹

4 In addition, certified employees shall be granted leave to serve on any board or commission of the state
5 when the appointment is made by the Governor or General Assembly. Such leave shall not be counted
6 against any other accumulated leave credits. The employee shall notify the principal at least five (5)
7 days prior to leave being taken.²

Legal References

1. TCA 49-5-702(a); TCA 49-5-713
2. TCA 49-5-205

Cross References

Long Term Leaves of Absence for Professional Personnel
5.304
Personal and Professional Leave 5.303

Greeneville City Schools
Federal Projects Budget Amendment #2
Fiscal Year 2022-2023
Presented January 2023

Account Subfund #	Description	Federal Projects Budget 2022-2023	Amendment	Amended Federal Projects Budget 2022-2023
10	Consolidated Administration	\$ 109,580		\$ 109,580
100	Title I	\$ 601,895	\$ 56,937	\$ 658,832
150	Title I Neglected	\$ 81,389	\$ (945)	\$ 80,444
200	Title II Part A	\$ 126,560	\$ (3,209)	\$ 123,351
300	Title III**	\$ 53,010		\$ 53,010
400	Title IV	\$ 40,254	\$ 13,507	\$ 53,761
430	21st Century Learning	\$ 346,686		\$ 346,686
600	Title V	\$ 89,846		\$ 89,846
900	IDEA	\$ 841,106	\$ 47,466	\$ 888,572
910	IDEA, Preschool	\$ 12,521	\$ 822	\$ 13,343
935	*ESSER 2.0	\$ 578,890		\$ 578,890
936	*ESSER 3.0	\$ 2,953,947		\$ 2,953,947
937	*Fiscal Premonitoring Supports Grant	\$ 37,467		\$ 37,467
941	*Epidemiology & Laboratory Capacity Grant	\$ 475,651		\$ 475,651
942	*Resilient School Communities Grant	\$ 163,062		\$ 163,062
952	*Governors Civics Grant	\$ 544		\$ 544
701	*ARP Homeless	\$ 20,965		\$ 20,965
TBD	*Math Implementation Support Grant	\$ 71,250		\$ 71,250
909	*ARP IDEA	\$ 119,890		\$ 119,890
951	Literacy Stipend Grant	\$ 33,000		\$ 33,000
	Total Revenue	\$ 6,757,513	\$ 114,579	\$ 6,872,092
10	Consolidated Administration	\$ 109,580		\$ 109,580
100	Title I	\$ 601,895	\$ 56,937	\$ 658,832
150	Title I Neglected	\$ 81,389	\$ (945)	\$ 80,444
200	Title II Part A	\$ 126,560	\$ (3,209)	\$ 123,351
300	Title III**	\$ 53,010		\$ 53,010
400	Title IV	\$ 40,254	\$ 13,507	\$ 53,761
430	21st Century Learning	\$ 346,686		\$ 346,686
600	Title V	\$ 89,846		\$ 89,846
900	IDEA	\$ 841,106	\$ 47,466	\$ 888,572
910	DEA, Preschool	\$ 12,521	\$ 822	\$ 13,343
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TBD	*Math Implementation Support Grant	\$ 71,250		\$ 71,250
909	*ARP IDEA	\$ 119,890		\$ 119,890
951	Literacy Stipend Grant	\$ 33,000		\$ 33,000
	Total Expenses	\$ 6,757,513	\$ 114,579	\$ 6,872,092

To budget Updated Federal Grant Allocations and Carryover - Fiscal Year 2023
*Indicates CARES Act Funding
**Includes Title III Consortium Member Allocations

This sheet has been updated as of January 13, 2022, with information through December 2022

**GREENVILLE CITY SCHOOLS
2022 - 2023
ACTUAL LOCAL REVENUE COLLECTIONS**

	Property Tax		Property Tax - Prior Year		Clerk & Master		Interest & Penalty		Pick-up Taxes		In Lieu of - Local Utility		In Lieu of - Other	
	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023	2020-2021	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023
July	\$ -	\$ -	\$ 7,233.62	\$ 9,188.59	\$ 2,460.24	\$ 2,701.20	\$ 1,752.78	\$ 2,087.99	\$ -	\$ -	\$ -	\$ 12,443.75	\$ 229.48	\$ 259.49
August	\$ -	\$ -	\$ 5,643.32	\$ (8,670.69)	\$ 3,236.72	\$ 1,562.92	\$ 2,656.12	\$ 1,167.29	\$ -	\$ -	\$ 20,193.41	\$ 1,866.77	\$ -	\$ -
September	\$ -	\$ -	\$ 12,511.86	\$ 8,843.53	\$ 2,755.65	\$ 2,448.00	\$ 3,390.50	\$ 2,314.04	\$ -	\$ -	\$ 12,112.55	\$ 12,443.75	\$ -	\$ -
October	\$ 317,860.47	\$ 310,678.20	\$ 14,045.37	\$ 24,699.44	\$ 5,106.88	\$ 4,361.74	\$ 5,028.67	\$ 5,053.22	\$ -	\$ -	\$ 12,112.55	\$ 23,922.74	\$ -	\$ -
November	\$ 294,348.41	\$ 254,859.08	\$ 7,196.09	\$ 5,023.07	\$ 5,595.97	\$ 2,940.19	\$ 5,240.67	\$ 2,216.44	\$ -	\$ -	\$ 12,112.55	\$ 11,478.99	\$ -	\$ -
December	\$ 788,057.72	\$ 727,728.65	\$ 7,144.70	\$ 4,516.08	\$ 12,647.24	\$ 1,537.24	\$ 10,670.87	\$ 1,719.37	\$ -	\$ -	\$ 10,295.46	\$ 11,478.99	\$ -	\$ 2,169.51
January														
February														
March														
April														
May														
ADA Adj.														
June														
Totals	\$ 1,400,266.60	\$ 1,293,265.93	\$ 53,774.96	\$ 43,600.02	\$ 31,802.70	\$ 15,551.29	\$ 28,739.61	\$ 14,558.35	\$ -	\$ -	\$ 66,826.52	\$ 73,634.99	\$ 229.48	\$ 2,429.00
Commission	\$ 28,005.33	\$ 25,865.32	\$ 1,075.50	\$ 872.00	\$ 318.03	\$ 155.51	\$ 574.79	\$ 291.17	\$ -	\$ -	\$ 668.27	\$ 736.35	\$ 2.29	\$ 24.29
Total Net	\$ 1,372,261.27	\$ 1,267,400.61	\$ 52,699.46	\$ 42,728.02	\$ 31,484.67	\$ 15,395.78	\$ 28,164.82	\$ 14,267.18	\$ -	\$ -	\$ 66,158.25	\$ 72,898.64	\$ 227.19	\$ 2,404.71
Difference		\$ (107,000.67)		\$ (10,174.94)		\$ (16,251.41)		\$ (14,181.26)		\$ -		\$ 6,808.47		\$ 2,199.52

	Sales Tax		Bank Excise Tax		Mixed Drink Tax		Statutory Local Tax		Marriage Licenses		Subtotal		2021-22% of Actual	2022-23 % of Budget
	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023	2021-2022	2022-2023	2020-2021	2022-2023		
July	\$ 374,777.02	\$ 421,100.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 149.38	\$ 114.49	\$ 386,602.52	\$ 447,895.80	10.0%	5.4%
August	\$ 367,431.34	\$ 432,580.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85.36	\$ 90.13	\$ 399,246.27	\$ 428,596.66	10.3%	5.2%
September	\$ 371,486.88	\$ 496,616.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97.22	\$ 82.83	\$ 402,354.66	\$ 522,748.17	10.4%	6.3%
October	\$ 363,856.95	\$ 392,440.02	\$ -	\$ -	\$ 13,171.95	\$ 13,304.80	\$ -	\$ -	\$ 139.90	\$ 136.42	\$ 731,322.74	\$ 774,596.58	18.9%	9.3%
November	\$ 427,773.87	\$ 420,689.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 192.07	\$ 121.80	\$ 752,459.63	\$ 697,329.56	19.4%	8.4%
December	\$ 377,553.14	\$ 415,739.51	\$ -	\$ -	\$ -	\$ -	\$ 31.20	\$ 97.40	\$ 97.22	\$ 87.70	\$ 1,206,497.55	\$ 1,165,074.45	31.1%	14.1%
January											\$ -	\$ -	0.0%	0.0%
February											\$ -	\$ -	0.0%	0.0%
March											\$ -	\$ -	0.0%	0.0%
April											\$ -	\$ -	0.0%	0.0%
May											\$ -	\$ -	0.0%	0.0%
ADA Adj.											\$ -	\$ -	0.0%	0.0%
June											\$ -	\$ -	0.0%	0.0%
Totals	\$ 2,282,879.20	\$ 2,579,166.07	\$ -	\$ -	\$ 13,171.95	\$ 13,304.80	\$ 31.20	\$ 97.40	\$ 761.15	\$ 633.37	\$ 3,878,483.37	\$ 4,036,241.22		
Commission	\$ 22,828.79	\$ 25,791.66	\$ -	\$ -	\$ 131.72	\$ 133.05	\$ 0.31	\$ 0.97	\$ 7.61	\$ 6.33	\$ 53,612.65	\$ 53,876.66		
Total Net	\$ 2,260,050.41	\$ 2,553,374.41	\$ -	\$ -	\$ 13,040.23	\$ 13,171.75	\$ 30.89	\$ 96.43	\$ 753.54	\$ 627.04	\$ 3,824,870.72	\$ 3,982,364.56		
Difference		\$ 296,286.87		\$ -		\$ 132.85		\$ 66.20		\$ (127.78)		\$ 157,757.85		

Total budgeted projection for 2022 - 2023 is \$ 8,291,395 The year-to-date collection of \$ 4,036,241 is 48.7% of the total budgeted projection.
The amount collected year-to-date is \$ 157,758 more than this time last year. (This amount does not reflect commission fees.)

Greeneville City Schools Comparative Summary of Revenue Collections For the Month Ended December 31, 2022

<u>LOCAL REVENUE</u>	2021-2022	2022-2023	Variance	Actual % Change
Property Tax	\$ 1,400,266.60	\$ 1,293,265.93	\$ (107,000.67)	-7.64%
Property Tax - Prior Year	53,774.96	43,600.02	\$ (10,174.94)	-18.92%
Clerk & Master	31,802.70	15,551.29	\$ (16,251.41)	-51.10%
Interest & Penalty	28,739.61	14,558.35	\$ (14,181.26)	-49.34%
Pick-Up Local Taxes	-	-	\$ -	0.00%
In Lieu Of - Local Utility	66,826.52	73,634.99	\$ 6,808.47	10.19%
In Lieu Of - Other	229.48	2,429.00	\$ 2,199.52	958.48%
Sales Tax	2,282,879.20	2,579,166.07	\$ 296,286.87	12.98%
Bank Excise Tax	-	-	\$ -	0.00%
Mixed Drink Tax	13,171.95	13,304.80	\$ 132.85	1.01%
Statutory Local Taxes	31.20	97.40	\$ 66.20	212.18%
Marriage Licenses	761.15	633.37	\$ (127.78)	-16.79%
Totals	\$ 3,878,483.37	\$ 4,036,241.22	\$ 157,757.85	4.07%

Note: Amounts reflected do not take into consideration commission fees. Property tax, Interest & Penalty and Pick-Up Tax commission fees are calculated at 2% of total collections, while all other categories are calculated at 1% of total collections.

** Total budgeted amount of local revenue attributable to the GTC is \$564,278*

<u>BEP REVENUE</u>	2021-2022	2022-2023	Variance
July	\$ -	\$ 400,115.00	\$ 400,115.00
August	1,607,700.00	1,694,900.00	\$ 87,200.00
September	1,607,700.00	1,694,900.00	\$ 87,200.00
October	1,607,700.00	1,694,900.00	\$ 87,200.00
November	1,607,700.00	1,694,900.00	\$ 87,200.00
December	1,607,700.00	1,694,900.00	\$ 87,200.00
January			
February			
March			
April			
May			
June			
Totals	\$ 8,038,500.00	\$ 8,874,615.00	\$ 836,115.00

Greeneville City Schools

General Purpose Financial Report

For the Month of December 2022

Account #	Description	Month-to-Date	Year-to-Date	Total Budget	YTD % of Total Budget
<u>REVENUE</u>					
34760	Assigned for Instruction	\$ -	\$ -	182,225.00	0.0%
34765	Assigned for Support Services	\$ -	\$ -	2,292.00	0.0%
34785	Assigned for Capital Projects	\$ -	\$ -	242,353.00	0.0%
34790	Assigned for Other Purposes	\$ -	\$ -	111,875.00	0.0%
40000	Local Taxes	\$ 640,787.95	\$ 2,588,522.09	8,098,424.00	32.0%
41000	Marriage Licenses	\$ 113.80	\$ 505.67	1,090.00	46.4%
43511	Tuition	\$ 59,550.04	\$ 448,744.48	671,925.00	66.8%
43570	Receipts from Individual Schools	\$ 9,240.53	\$ 50,246.40	115,100.00	43.7%
44000	Other Local Revenue	\$ 8,697.98	\$ 154,698.09	230,261.00	67.2%
46000	State Education Funds	\$ 1,703,375.73	\$ 8,290,319.29	16,912,905.00	49.0%
47100	Federal Through State Grants	\$ -	\$ -	50,000.00	0.0%
47600	Direct Federal Funds (ROTC)	\$ 5,471.78	\$ 21,886.36	53,565.00	40.9%
49000	Operating Transfers & Insurance Recovery	\$ 577,195.20	\$ 2,346,270.05	6,060,396.00	38.7%
	Total Revenues	\$ 3,004,433.01	\$ 13,901,192.43	\$ 32,732,411.00	42.5%
<u>EXPENDITURES</u>					
		MTD	YTD		
71100	Regular Instruction	\$ 1,242,545.11	\$ 6,885,501.67	\$ 15,754,156.00	43.7%
71150	Alternative Instruction	13,027.78	54,501.33	121,298.00	44.9%
71200	Special Education	158,165.85	795,332.74	2,061,366.00	38.6%
71300	Vocational Education	14,449.32	74,402.94	181,407.00	41.0%
71400	Student Body	-	120.00	1,900.00	6.3%
72110	Attendance	5,625.77	36,205.89	82,552.00	43.9%
72120	Health Services	33,167.25	199,549.97	407,376.00	49.0%
72130	Other Student Support	94,588.44	534,463.87	1,288,797.00	41.5%
72210	Regular Instruction Support	89,686.08	669,196.12	1,478,720.00	45.3%
72220	Special Education Support	29,455.47	149,566.19	314,495.00	47.6%
72230	Vocational Education Support	-	-	2,400.00	0.0%
72250	Technology	78,068.48	464,327.39	1,028,529.00	45.1%
72310	Board of Education	47,223.85	560,784.82	880,759.00	63.7%
72320	Office of Director	30,559.85	190,159.67	391,935.00	48.5%
72410	Office of Principal	148,282.74	815,777.65	1,684,911.00	48.4%
72510	Fiscal Services	29,187.75	171,339.75	341,883.00	50.1%
72520	Human Resources	23,935.68	158,873.22	315,098.00	50.4%
72610	Operation of Plant	155,936.49	1,084,910.47	2,124,201.00	51.1%
72620	Maintenance of Plant	73,723.11	592,365.38	991,155.00	59.8%
72710	Transportation	79,765.46	421,952.47	1,173,015.00	36.0%
73100	School Nutrition	-	3,475.17	-	N/A
73300	Community Services	3,356.56	12,116.80	15,000.00	80.8%
73400	Early Childhood Education	43,189.53	227,560.66	557,495.00	40.8%
76100	Capital Outlay	10,125.00	10,125.00	742,353.00	1.4%
81300	Education Debt Service	-	-	328,700.00	0.0%
99100	Operating Transfers	19,292.30	207,281.50	462,910.00	44.8%
	Total Expenditures	\$ 2,423,357.87	\$ 14,319,890.67	\$ 32,732,411.00	43.7%
	Net Revenue (Expense)	\$ 581,075.14	\$ (418,698.24)		

Explanation of Footnotes

(1) Tuition Count as of 1/17/23 is 604 students.

(2) 2022-2023 Liability and Workers' Compensation Insurance Payments Reflected

(3) Reflects Open Purchase Orders for Routine Maintenance & Operations Expenditures

(4) Encumbrances Total \$1,205,651

**Greeneville City Schools
Federal Projects Financial Report
For the Month of December 2022**

<u>REVENUE</u>	<u>Month-to-Date</u>	<u>Year-to-Date</u>	<u>Total Budget</u>	<u>YTD % of Total Budget</u>
Consolidated Administration	\$ -	\$ -	\$ 109,580.00	0.0%
Title I-A	\$ 79,515.54	\$ 168,602.81	601,895.00	28.0%
Title I-A Neglected	\$ -	\$ -	81,389.00	0.0%
Title II-A	\$ -	\$ -	126,560.00	0.0%
Title III	\$ -	\$ 5,221.27	53,010.00	9.8%
Title IV	\$ -	\$ -	40,254.00	0.0%
21st Century Learning	\$ -	\$ -	346,686.00	0.0%
Title V	\$ -	\$ -	89,846.00	0.0%
IDEA Part B	\$ -	\$ -	841,106.00	0.0%
IDEA Pre-School	\$ -	\$ -	12,521.00	0.0%
ESSER 2.0**	\$ 189,316.79	\$ 189,316.79	578,890.00	32.7%
ESSER 3.0**	\$ -	\$ -	2,953,947.00	0.0%
Fiscal Pre-Monitoring Supports Grant**	\$ -	\$ -	37,467.00	0.0%
Epidemiology & Laboratory Capacity Grant**	\$ -	\$ -	475,651.00	0.0%
Resiliant School Communities Grant**	\$ -	\$ -	163,062.00	0.0%
Governors Civics Grant**	\$ -	\$ -	544.00	0.0%
ARP Homeless**	\$ -	\$ -	20,965.00	0.0%
Math Implementation Supports Grant**	\$ -	\$ -	71,250.00	0.0%
ARP Idea**	\$ -	\$ -	119,890.00	0.0%
Literacy Training Stipend Grant	\$ -	\$ 33,000.00	33,000.00	100.0%
Total Revenues	\$ 268,832.33	\$ 396,140.87	\$ 6,757,513.00	5.9%

<u>EXPENDITURES</u>	<u>MTD</u>	<u>YTD</u>		
Consolidated Administration	\$ 8,893.50	\$ 52,015.55	\$ 109,580.00	47.5%
Title I-A	58,301.94	250,992.22	601,895.00	41.7%
Title I-A Neglected	6,697.14	32,902.16	81,389.00	40.4%
Title II-A	5,541.72	35,339.80	126,560.00	27.9%
Title III	-	7,739.12	53,010.00	14.6%
Title IV	3,382.33	17,523.25	40,254.00	43.5%
21st Century Grant	27,131.28	91,478.05	346,686.00	26.4%
Title V	5,197.46	44,690.38	89,846.00	49.7%
ARP Homeless**	1,312.89	5,077.64	20,965.00	24.2%
IDEA Part B	59,281.00	295,426.78	841,106.00	35.1%
IDEA Pre-School	1,133.22	4,376.95	12,521.00	35.0%
ESSER 2.0 **	42,670.29	231,109.59	578,890.00	39.9%
ESSER 3.0 **	94,207.61	383,894.54	2,953,947.00	13.0%
Fiscal Pre-Monitoring Supports Grant**	-	-	37,467.00	0.0%
Epidemiology & Laboratory Capacity **	9,226.57	250,894.74	475,651.00	52.7%
Resiliant School Communities Grant**	-	-	163,062.00	0.0%
Governors Civics Grant**	-	-	544.00	0.0%
Math Implementation Supports Grant**	-	-	71,250.00	0.0%
ARP IDEA **	4,634.06	29,051.71	119,890.00	24.2%
Literacy Training Stipend Grant	-	38,202.90	33,000.00	115.8%
Total Expenditures	\$ 327,611.01	\$ 1,770,715.38	\$ 6,757,513.00	26.2%
Net Revenue (Expense)	\$ (58,778.68)	\$ (1,374,574.51)	\$ -	

*Encumbrances Total \$417,525

** Reflects CARES Act Funding Grants

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Credit Cards	Descriptor Code: 2.8051	Revision Date: 02/28/23
		Rescinds: 2.8051	Adoption Date: 07/25/19

1 District credit cards shall be maintained by the office of the Chief Financial Officer through procedures
2 developed and maintained in the District office for the purchase of appropriate goods and services for
3 District or school related purposes only.¹ All employees who are issued a Greeneville City Schools
4 credit card will keep the credit card in a secure location at all times, and the account number will
5 remain confidential.

6 District employees who are assigned credit cards shall review and approve card transactions monthly
7 before payment is issued by the Finance Department ~~or School Bookkeeper.~~ ~~and~~ Any transactions
8 which are not approved ~~for payment by the Finance Department or Principal~~ will be reimbursed to the
9 District or school within ten (10) days of notification to the employee. In addition, purchases over \$100
10 for which an approved purchase order is not obtained will be reimbursed to the District ~~or school~~
11 within ten (10) days of notification. ~~by District or school finance staff.~~

12 It is preferable to be invoiced by vendors when possible and practical rather than to utilize ~~the District~~
13 credit cards for purchases.

14 Card users shall be held accountable for appropriate use of credit cards. Unauthorized use of a credit
15 card shall be grounds for disciplinary action, including termination of employment. Cash advances
16 using ~~District~~ credit cards are prohibited.

17 Any employee that purchases items with a credit card must follow the procedures outlined below:

- 18 • Original receipts for each purchase must be submitted within three working days of purchase or
19 three working days of an employee's return from business travel;
20
- 21 • If the credit card is used to pay for a conference or training, a copy of the registration form
22 must be turned in;
23
- 24 • The purchaser or designee must check off on purchases and the physical inventory that is
25 purchased and verify all items purchased with the credit card have been received ~~in District.~~
26
- 27 • All purchases must be District or school related purchases; and
28
- 29 • If there is any incurred finance or late charges, the responsibility will belong to the person or
30 program associated with said charges.
31
- 32 • Under no circumstances will the credit card be used to make personal purchases.

Legal References

1. *Tennessee Internal School Uniform Accounting Procedure Manual*, Section 4-8; Section 4-13 through 4-15

Cross References

Executive Committee 1.301
Purchasing 2.805
Purchase Orders and Contracts 2.808

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Revision Date: 02/28/23
		Rescinds: 5.305	Adoption Date: 08/28/18

1 ELIGIBILITY

2 Anyone who has been employed for at least twelve (12) months by the school district and anyone who
3 has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for
4 service for purposes of FMLA eligibility¹) during the previous twelve (12) month period shall be eligible
5 to use FMLA leave.² For the purposes of calculating FMLA leave, Greeneville City Schools uses a
6 rolling 12-month period measured backward from the date an employee uses any FMLA leave.

7 GENERAL PRINCIPLES

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

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

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

26 MATERNITY/PATERNITY LEAVE

- 27 1. *Relationship between FMLA leave and Tennessee Maternity Leave Act*- FMLA leave shall run
28 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible
29 employees leave for a period not to exceed four (4) months for the adoption, pregnancy,
30 childbirth, and nursing of a newborn child.³
- 31

1 2. *Teachers' Leave*- In accordance with state law, any teacher who goes on maternity or paternity
2 leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for
3 maternity leave purposes. In order to be eligible to use sick leave, written request of the teacher
4 accompanied by a statement from the teacher's physician verifying pregnancy shall be submitted.
5 Upon verification by a written statement from an adoption agency or other entity handling an
6 adoption, a teacher may also be allowed to use accumulated leave for adoption of a child. If both
7 adoptive parents are teachers employed by the district, however, only one (1) parent is entitled
8 to use such leave.⁴

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

15 **LEAVE FOR A SERIOUS HEALTH CONDITION⁶**

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

23 **LEAVE FOR MILITARY FAMILY MEMBERS**

24 1. *Qualifying Exigency Leave⁷* - Eligible employees are entitled to up to twelve (12) workweeks
25 of leave because of any "qualifying exigency" arising out of the fact that the spouse, son,
26 daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been
27 notified of an impending call to active duty, or has been notified of an impended call to active
28 duty status in the Armed Forces. Qualifying exigencies may include:

- 29 a. Issues arising from the service member's short notice deployment;
- 30 b. Military events and related activities (e.g. official ceremonies, support programs);
- 31 c. Making or updating financial and legal arrangements;
- 32 d. Attending counseling;
- 33 e. Taking up to fifteen (15) days leave to spend time with a covered service member who
34 is on short-term rest and recuperation leave during deployment; or
- 35 f. Attending post-deployment activities.

36 2. *Military Caregiver Leave⁸* - An eligible employee who is the spouse, son, daughter, parent, or
37 next of kin of a covered service member or covered veteran with a serious injury or illness is
38 entitled to up to twenty-six (26) workweeks of leave in a "single twelve (12) month period." A
39 covered service member is a current member of the Armed Forces, including a member of the
40 National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is
41
42

1 otherwise in out-patient status, or is otherwise on the temporary disability retired list for a serious
2 injury or illness.

3 A covered veteran is an individual who was a member of the Armed Forces at any time during
4 the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy
5 that has a serious injury or illness who is currently receiving medical treatment, recuperation, or
6 therapy. The calculation of this five (5) year period shall not include the interval of October 28,
7 2009 through March 8, 2013.

8 The "single twelve (12) month period" for military caregiver leave begins on the first day the
9 employee takes leave for this reason and ends twelve (12) months later. An eligible employee is
10 limited to a combined total of twenty-six (26) workweeks of leave to provide care for a covered
11 service member. The maximum of twenty-six (26) workweeks may include no more than twelve
12 (12) workweeks of leave that is taken for the birth and care of a newborn child, for the placement
13 of a child for adoption or foster care, for care of a parent who has a serious health condition, or
14 for the employee's own serious health condition.

15 **INTERMITTENT LEAVE**⁹

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

25 **RESTRICTIONS**

1. Notice Requirements

- 26 a. *Employee Notice*¹⁰- For foreseeable leave, the employee shall provide the Director of
27 Schools with at least thirty (30) days written notice before the beginning of the anticipated
28 leave.
29
- 30 b. *District Notice*- Once it has been established that the leave requested qualifies for
31 FMLA, the Director of Schools/designee shall notify the employee within three (3)
32 business days (absent extenuating circumstances) that any leave taken pursuant to state
33 leave statutes (paid vacation leave, personal leave, sick leave, or workers'
34 compensation) shall run concurrently with FMLA leave.¹¹ The notice may be given
35 orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than
36 the following pay day.¹²
37

2. Certification Requirement¹³

- 1 a. The Director of Schools may require that a request for leave be supported by
2 certification issued by a health care provider with the following information:
3
 - 4 i. The date on which the serious health condition commenced;
 - 5 ii. The probable duration of the condition;
 - 6 iii. The appropriate medical facts within the knowledge of the health care provider
7 regarding the condition; and
 - 8 iv. A statement that the eligible employee is needed to care for the son, daughter,
9 spouse, or parent and an estimate of the amount of time that such employee is
10 needed.
- 11 b. If there is any reason to doubt the validity of the certification provided, the Director of
12 Schools may require, at the expense of the school district, an opinion of a second health
13 care provider.
14

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

- 15 a. If leave is taken more than five (5) weeks prior to the end of the term, the Director of
16 Schools may require the employee to continue taking leave until the end of the term if
17 the leave is at least three (3) weeks of duration and the return of employment would
18 occur during the three (3) week period before the end of the term.
- 19 b. If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools
20 may require the employee to continue taking leave until the end of the term if the leave
21 is greater than two (2) weeks duration and the return to employment would occur during
22 the two (2) week period before the end of the term.
23
24
25
26

27 **REQUIREMENTS OF THE BOARD¹⁵**

- 28 1. The employee shall be restored to the same position of employment or an equivalent position
29 with no loss of benefits, pay, or other terms of employment.
- 30 2. The employee shall be kept under any group health plan for the duration of the leave.
- 31 3. The Board may recover the premium paid under the following conditions:
32
 - 33 a. The employee fails to return from leave after the period of leave has expired; and
 - 34 b. The employee fails to return to work for a reason other than the continuation,
35 recurrence, or onset of a serious health condition or other circumstances beyond the
36 control of the employee.
37

Legal References

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

Cross References

Sick Leave 5.302
Long-Term Leaves of Absence 5.304



Steve Starnes, Ed.S.
Director of Schools
Suzanne C. Bryant, Ed.D.
Assistant Director for Instruction
Beverly W. Miller, MBA
Assistant Director for Administration

RESOLUTION REQUESTING GENERAL ASSEMBLY TO AMEND TENNESSEE CODE ANNOTATED § 49-6-3115 TO ALLOW SCHOOL DISTRICTS TO MAKE RETENTION DECISIONS FOR THIRD AND FOURTH GRADE STUDENTS

WHEREAS, the role of the Greeneville City Schools Board of Education is defined in Board Policy 1.101, which describes the actions taken by the Board to provide the best educational opportunities possible for all children; and

WHEREAS, the Greeneville City Schools Board of Education believes that retention decisions regarding children should be research-based, informed by multiple data sources, and include parental/guardian input; and

WHEREAS, the Tennessee State Board of Education's Promotion and Retention Policy 3.300 lists a minimum of factors to be considered when identifying students for retention, including:

1. The student's ability to perform at the expectations of the current grade-level standards;
2. The results of local assessments, screening, or monitoring tools;
3. State assessments, as applicable;
4. The overall academic achievement of the student;
5. The student's likelihood of success with more difficult material if promoted to the next grade;
6. The student's attendance record; and
7. The student's social and emotional maturity; and

WHEREAS, the same Tennessee State Board of Education policy notes that "Retention shall be considered only when it is in the best interests of the student;" and

WHEREAS, retention may have adverse effects on students, including those with disabilities and at-risk students; and

WHEREAS, other states that have adopted legislation regarding retention of third grade students have included a provision allowing school districts to promote students not proficient in ELA as measured by standardized tests based on school district data demonstrating an understanding of ELA via alternative knowledge assessments.

NOW, THEREFORE, BE IT RESOLVED, that the Greeneville City Schools Board of Education urges the General Assembly to amend Tennessee Code Annotated § 49-6-3115 to allow school districts to make retention decisions for all students based upon the totality of data, discussion among stakeholders, and the expertise of education professionals regarding the best interests of each student.

Cultivate the Mind and Impact the Heart through Excellence and Equity



Steve Starnes, Ed.S.
Director of Schools
Suzanne C. Bryant, Ed.D.
Assistant Director for Instruction
Beverly W. Miller, MBA
Assistant Director for Administration

**RESOLUTION REQUESTING GENERAL ASSEMBLY TO AMEND TENNESSEE CODE ANNOTATED § 49-6-3115 TO
ALLOW SCHOOL DISTRICTS TO MAKE RETENTION DECISIONS FOR THIRD AND FOURTH GRADE STUDENTS
(Continued)**

Passed and approved on this 26th day of January 2023

Board Chair, Cindy Luttrell

Vice-Chair, Dr. Craig Shepherd

Treasurer, Josh Quillen

Member, Pam Botta

Member, Crystal Hirschy

Attest, Steve Starnes

Cultivate the Mind and Impact the Heart through Excellence and Equity

Kathryn W. Leonard Administrative Office
129 W. Depot Street Greeneville, TN 37743-1420
(423) 787-8000 | <http://www.gcschools.net>

GREENEVILLE CITY SCHOOLS

2024-2025 Calendar

July 2024							January 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6	1	2	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	27	28
28	29	30	31				29	30	31				
August 2024							February 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14*	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30	31	23	24	25	26	27	28	
September 2024							March 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7							1
8	9	10	11	12	13	14	2	3	4	5	6	7	8
15	16	17	18	19	20	21	9	10	11	12	13	14	15
22	23	24	25	26	27	28	16	17	18	19	20	21	22
29	30						23	24	25	26	27	28	29
October 2024							April 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5			1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26
27	28	29	30	31			27	28	29	30			
November 2024							May 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2					1	2	3
3	4	5	6	7	8	9	4	5	6*	7	8	9	10
10	11	12	13	14	15	16	11	12	13	14	15	16	17
17	18	19	20	21	22	23	18	19	20	21	22	23	24
24	25	26	27	28	29	30	25	26	27*	28	29	30	31
December 2024							June 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30					

FIRST DAYS/ LAST DAYS FOR STUDENTS

Aug 2 Abbreviated Day

Aug 6 First Full Day

May 21 Last Full Day

May 22 Abbreviated Day

NO SCHOOL FOR STUDENTS

Jul 4 Independence Day

Jul 29-31 Professional Learning Days

Aug 1 Administrative Day (Election)

Aug 5 Administrative Day

Aug 30 Professional Learning Day

Sep 2 Labor Day

Oct 7-11 Fall Break

Oct 14 Professional Learning

Nov 5 Professional Learning (Election)

Nov 27-29 Thanksgiving Break

Dec 20 Abbreviated Day

Dec 23- Jan 3 Christmas Break

Jan 6 Administrative Day

Jan 20 Martin Luther King, Jr. Day

Feb 14 Professional Learning Day*

Feb 17 President's Day

Feb 18 Professional Learning Day

Mar 17-21 Spring Break

Apr 18 Good Friday

May 6 Professional Learning Day (Possible Election)

May 23 Administrative Day

May 26 Memorial Day

May 27 Professional Learning Day*

TN Ready & TCAP Assessment Windows

Dates TBD

High School Assessment Windows

Fall Semester:
Dates TBD

Spring Semester:
May 23 GHS Graduation

Calendar Legend (*Exchange Day)

Abbreviated Day

First Full Day & Last Full Day

Administrative Day

Professional Learning Day

No School; Non-Working Day

This Calendar includes (175) Student Days, (10) Professional Development Days, and (4) Administrative Days. There are a total of (200) Teacher Days which includes (10) paid holidays.

Calendar Totals	Student Days		Teacher Days	
Aug	19		25	+3 Days in July
Sept	20		20	
Oct	17		18	
Nov	17		19	+1 PT Conf Day
Dec	15	88	15	97
Jan	18		19	
Feb	17		19	
Mar	16		16	
Apr	21		21	
May	15	87	18	93
Totals	175		190	
*200 Day Accountability Report				
<u>State Days (Can be Outside)</u>				
7/29/2024	1			
7/30/2024	1			
7/31/2024	1			
5/6/2025*	1			
5/27/2025*	1			
<u>Local Days (Within Calendar)</u>				
8/30/2024	1			
10/14/2024	1			
11/5/2024	1			
2/14/2025*	1			
2/18/2025	1			
<u>Designated Parent Teacher Conference Date</u>				
11/27/2024	1	(Actual Conferences are other days)		
<u>Administrative Days</u>				
8/1/2024	1			
8/5/2024	1			
1/6/2025	1			
5/23/2025	1			
Teacher Paid Holidays			10	
Total Teacher Days			200	

GREENEVILLE CITY SCHOOLS
2024-2025 Calendar

<u>Grade Card Schedule</u>	<u>Date</u>	<u>Days</u>
Interim Period Ends	9/6/2024	23
Interim Reports Go Out	9/11/2024	
1st 9 Weeks Ends	10/4/2024	43
Grade Cards Go Out	10/18/2024	
Interim Period Ends	11/15/2024	23
Interim Reports Go Out	11/20/2024	
2nd 9 Weeks Ends	12/20/2024	45
Grade Cards Go Out	1/15/2025	
Interim Period Ends	2/7/2025	23
Interim Reports Go Out	2/12/2025	
3rd 9 Weeks Ends	3/14/2025	45
Grade Cards Go Out	3/28/2025	
Interim Period Ends	4/17/2025	19
Interim Reports Go Out	4/23/2025	
4th 9 Weeks Ends	5/22/2025	42
Grade Cards Go Out	5/23/2025	

<u>Administrative Days</u>	<u>Professional Learning Days (for Certified Staff)</u>	
1.) 8/1/2024	<i>State</i>	<i>Local</i>
2.) 8/5/2024	7/29/2024	11/5/2024
3.) 1/6/2025	7/30/2024	2/14/2025*
4.) 5/23/2025	7/31/2024	2/18/2025
	10/14/2024	5/6/2025*
	5/27/2025*	

*Exchange Days

Teacher Vacation Days

Labor Day	9/2/2024	Presidents Day	2/17/2025
Fall Break	10/7-10/11/2024	Spring Break	3/17-3/21/2025
Thanksgiving	11/28/24-11/29/24	Good Friday	4/18/2025
Christmas	12/23/24-01/3/2025	Memorial Day	5/26/2025
Martin Luther King Jr.	1/20/2025		

Central Office Closed

Independence Day	7/4/2024
Labor Day	9/2/2024
Fall Break	10/11/2024
Thanksgiving	11/27-11/29/2024
Christmas	12/23-12/31/2024
New Year's Day	1/01-1/03/2025
Martin Luther King Jr. Day	1/20/2025
Spring Break	3/20-3/21/2025
Good Friday	4/18/2025
Memorial Day	5/26/2025

PROJECT NAME
BMA Project No.
Date of Bid

Eastview Elementary School Roof Replacement
2208200
16-Dec-22

Bidder	Env Info	Base Bid	Bid Bond	Lead Time	Addenda	Allowance
					1	Form
Aspen Contracting	✓	196,289.99	✓	180	✓	✓
Ballinger Construction	✓	292,503.00	✓	42	✓	✓
Eskola Roofing & Waterproofing LLC	✓	287,244.00	✓	-	✓	✓
Morristown Roofing Company	✓	257,000.00	✓	60	✓	✓
Roof Choice	✓	389,967.00	✓	120	✓	✓
Summit BSR Roofing	✓	256,271.00	✓	90	✓	✓
Tri-State Roofing	✓	312,589.00	✓	75	✓	✓

I hereby certify that this is a true and accurate accounting of the bids as received.


Greenville City Schools


BarberMcMurry Architects

Bid Envelope information must include the Bidder, HVAC, Plumbing, & Electrical Subcontractor's name, license number, and license expiration date. Bid Bond to equal 5% of Base Bid plus Alternates, if any.

January 3, 2023

Mr. Phillip Graham
Operation Manager
Greeneville City Schools
312 Floral Street
Greeneville, TN 37743

RE: GCS Eastview Elementary School Roof Replacement
BMA Project Number 2208200

Dear Mr. Graham:

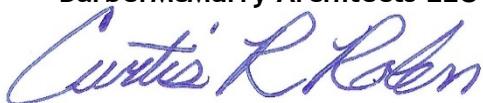
We have reviewed the bids received on December 16, 2022, for Eastview Elementary Roof Replacement and have compared the bids to the scope of work. After discussing the bid from Aspen Contracting with Alvin Winter, we have determined their bid is non-responsive for the following reasons:

1. Aspen Contracting's lead time of 180 days will not allow the project to be complete before the stipulated date of 30 June 2023.
2. Aspen Contracting's bid included materials from a roofing manufacturer not approved by Greeneville City Schools or BarberMcMurry Architects.
3. Aspen Contracting included ½" thick fiberboard cover board in their bid which is not in accordance with the requirements for a 30-year warranty.
4. Aspen Contracting did not include the \$10,000 contingency allowance in their bid.
5. The cost breakdown from Aspen Contracting does not appear to include the correct thickness and taper of insulation to meet the International Building Code requirements for drainage, or the International Energy Conservation Code for insulating value.

After reviewing all of the bidding information, we recommend Greeneville City Schools rejects Aspen Contracting's bid and enter into a contract for construction with the second lowest bidder, Frizzell Construction in the amount of \$256,271.00.

Thank you for allowing us to serve you on this important project. If you have any questions or need any additional information, please do not hesitate to contact our office.

Sincerely,
BarberMcMurry Architects LLC



Curtis R. Rolan, CSI
Senior Associate/Information Director

cc: Mike Dooley, File

H:\2022\2208200 GCS Eastview Elem School Roof Replacement Phase 1\01_Administrative\08_Bidding\Bid Recommendation Letter.docx

Aspen Contracting INC
116 North A Street
Lenoir City TN 37920

(865) 282-1637

ATTN: ALVIN WINTER

Lic # 60235

Lic Classification: BC-21; BC-A

Expiration Date July 31, 2024

Eastview Elementary School
Roof Replacement

BID OPENING: 16 DECEMBER 2022
2pm EST

BMA 2208200

DOCUMENT 00 41 13 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.01 BID INFORMATION

- A. Bidder: Asym Contracting
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Greeneville, TN 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by BarberMcMurry Architects, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. One hundred ninety six thousand two hundred eighty nine ^{ninety nine cents} Dollars
(\$ 196,289.99).

1.03 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Nine thousand eight hundred fourteen ^{fifty cents} Dollars
(\$ 9,814.50).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

- A. The undersigned Bidder anticipates a material lead time of 180 calendar days. The Notice to Proceed will be issued at the end of the stated material lead time.
- B. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect after the material lead time and shall fully complete the Work within 90 calendar days. **All Work must be completed and final application for payment must be processed before 30 June 2023.**

1.05 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated 13 DEC 2022.
 - 2. Addendum No. 2, dated _____.
 - 3. Addendum No. 3, dated _____.
 - 4. Addendum No. 4, dated _____.

1.06 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. Bid Form Supplement - Bid Bond Form (AIA Document A310).
 - 2. Document 00 43 21 – Allowance Form.

1.07 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in The State of Tennessee, and that all fees, permits, etc., pursuant to submitting this proposal have been, paid in full.

1.08 SUBMISSION OF BID

- A. Respectfully submitted this 5th day of December, 2022.
- B. Submitted By: Aspen Contracting, Inc.
(Name of bidding firm or corporation).
- C. Authorized Signature: [Signature]
(Handwritten signature).
- D. Signed By: [Signature]
(Type or print name).
- E. Title: General Manager
(Owner/Partner/President/Vice President).
- F. Witness By: Kenny Judd
(Handwritten signature).

- G. Attest: Alvin Winter Jr.
(Handwritten signature).
- H. By: Kyle Sum
(Type or print name).
- I. Title: Secy Manag.
(Corporate Secretary or Assistant Secretary).
- J. Street Address: 116 North A Street
- K. City, State, Zip: Lenoir City TN 37771
- L. Phone: (865) 282-1637
- M. License No.: 60235
- N. Federal ID No.: 51-0507434
(Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13



Aspen Contracting Inc

116 North A Street
Lenoir City, TN 37771
(865) 230-7511 Office
(877) 205-7663 Fax

Insured: East view Elementary School Operations Manager -
Phillip Graham

E-mail: grahamp@gcschools.net

Home: 454 E Bernard Ave
Greeneville, TN 37745

Property: 454 E Bernard Ave
Greeneville, TN 37745

Claim Rep.: Alvin Winter Jr.
Business: 116 N A St
Lenoir City, TN 37771

Cellular: 865-282-1637
Business: 865-230-7511
E-mail: awinter@roofsbyaspen.com

Estimator: Alvin Winter Jr.
Business: 116 N A St
Lenoir City, TN 37771

Cellular: 865-282-1637
E-mail: awinter@roofsbyaspen.com

Claim Number: 2022-04782-108

Policy Number:

Type of Loss: Hail

Date Contacted: 11/30/2022 12:00 AM

Date of Loss: 11/30/2022 12:00 AM

Date Inspected:

Date Received: 11/30/2022 12:00 AM

Date Entered: 12/6/2022 11:32 AM

Price List: TNJC8X_DEC22
Restoration/Service/Remodel

Estimate: EAST_VIEW_
ELEMENTAR1

Dear Valued Homeowner,

We have completed a thorough inspection of your property. This represents items that need to be addressed for all necessary repairs and/or replacements. The itemized report is used to ensure you that we didn't leave any details out.

We use our aerial imagery product to ensure accurate measurements. We have verified all the finest of details to make the repairs and/or replacements to the best of standards. We do everything correct the first time, so we can offer you our iron clad warranty.

We appreciate the opportunity to assist you in the repairs and/or replacements of your property. If you have any questions or concerns, please contact us. Our goal is to provide you with outstanding customer service.

Aspen Contracting



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



ASPEN CONTRACTING, INC.

#1497

ID NUMBER: 60235
LIC STATUS: ACTIVE
EXPIRATION DATE: July 31, 2024

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ASPEN CONTRACTING, INC.
3650 N Mt Juliet Rd
MT JULIET, TN 37122

State of Tennessee

13066372

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
ASPEN CONTRACTING, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 60235
LIC STATUS: ACTIVE
EXPIRATION DATE: July 31, 2024
S744,793; BC-21; BC-A



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2021

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).

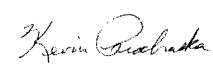
PRODUCER Walnut Risk Management, LLC 1100 Walnut St. Ste 3000 Kansas City MO 64106		CONTACT NAME: Tausha Lien PHONE (A/C, No, Ext): (816) 503-6222 FAX (A/C, No): (816) 759-2770 E-MAIL ADDRESS: certs@walnutrisk.com																						
INSURED Aspen Contracting Inc. 4141 NE Lakewood Way Lee's Summit MO 64064		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B:</td> <td>Endurance American Insurance Company</td> <td>10641</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Starr Indemnity & Liability Company	38318	INSURER B:	Endurance American Insurance Company	10641	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** CL21121523239 **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	SUBRI 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1000025590221	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1000198561221	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXC10006236207	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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	100 0003145	01/01/2022	01/01/2023	<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

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

CERTIFICATE HOLDER ASPEN CONTRACTING, INC. 4141 NE LAKEWOOD WAY LEE'S SUMMIT MO 64064	CANCELLATION 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 

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Aspen Contracting Inc

116 North A Street
 Lenoir City, TN 37771
 (865) 230-7511 Office
 (877) 205-7663 Fax

EAST_VIEW_ELEMENTAR1

No CAD

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
35. R&R PVC roofing - Fully adhered system - 80 mil	133.00 SQ	70.07	538.32	0.00	80,915.87
29. R&R Fiberboard - 1/2"	13,200.00 SF	0.58	0.82	0.00	18,480.00
11. R&R Insulation - ISO board, 1 1/2"	113.00 SQ	50.71	181.51	0.00	26,240.86
12. R&R Insulation - ISO board, 3"	113.00 SQ	51.30	284.59	0.00	37,955.57
1. Replace Plumbing Pipe (Pipe Jack)	7.00 EA	0.00	40.64	0.00	284.48
6. Replace Exhaust cap - through flat roof	3.00 EA	0.00	100.01	0.00	300.03
14. R&R Gravel stop	768.00 LF	0.33	1.71	0.00	1,566.72
16. R&R Aluminum termination bar / flashing for membrane roofs	768.00 LF	0.57	2.02	0.00	1,989.12
17. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	3.00 EA	24.40	85.48	0.00	329.64
18. Replace Roofing - walkway boards	420.00 SF	0.00	3.18	0.00	1,335.60
19. Replace Membrane roofing - cant strips - perlite	768.00 LF	0.00	1.79	0.00	1,374.72
34. Telehandler/forklift (per month) - no operator	1.00 MO	0.00	3,207.05	0.00	3,207.05
24. R&R Steel wall coping - large	768.00 LF	0.57	17.26	0.00	13,693.44
27. R&R Roof drain - PVC/ABS - 2" to 6" outlet	10.00 EA	41.83	389.69	0.00	4,315.20
33. R&R Flashing, 14" wide - copper	317.00 LF	0.57	13.00	0.00	4,301.69
Totals: No CAD				0.00	196,289.99
Line Item Totals: EAST_VIEW_ELEMENTAR1				0.00	196,289.99

DOCUMENT 00 43 93 - BID SUBMITTAL CHECKLIST

1.01 BID INFORMATION

- A. Bidder: Holm Contracting
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Knoxville, Tennessee 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
 - 1. Used the Bid Form provided in the Project Manual.
 - 2. Prepared the Bid Form as required by the Instructions to Bidders.
 - 3. Indicated on the Bid Form the Addenda received.
 - 4. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
 - 5. Attached to the Bid Form: Document 00 43 21 – Allowance Form.
 - 6. Bid envelope shows name and address of the Bidder.
 - 7. Bid envelope shows the Bidder's Contractor's License Number, License Classification, and License Expiration date.
 - 8. Bid envelope shows name of Project being bid.
 - 9. Bid envelope shows time and day of Bid Opening.
 - 10. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
 - 11. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT 00 43 93

DOCUMENT 00 43 21 - ALLOWANCE FORM

1.01 BID INFORMATION

- A. Bidder: Aspen Contracting Inc.
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Greeneville, TN 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 20 00 "Price and Payment Procedures."

1.03 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 5th day of December, 2022.
- B. Submitted By: Aspen Contracting Inc.
(Insert name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature]
(Handwritten signature).
- D. Signed By: Robert Taylor
(Type or print name).
- E. Title: General Manager
(Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21



Surety

Support Services, Inc.

PO Box 12368
Overland Park, KS 66282
913-385-7760
www.suretyss.com

Bid Bond

CONTRACTOR:

Aspen Contracting Inc.
4141 NE Lakewood Way
Lee's Summit, MO 64064

SURETY:

United Casualty and Surety Insurance Company
233 Needham St., Suite 440
Newton, MA 02464

OWNER:

Greenville City Schools
312 Floral St.
Greenville, TN 37743

BOND AMOUNT: FIVE PERCENT (5%) OF THE BID AMOUNT

PROJECT:

Roofing - Eastview Elementary School

Project Number, if any: 6732718

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

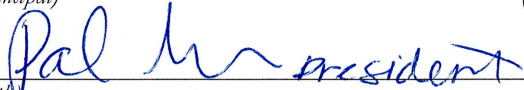
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of December, 20 22


(Witness)

Aspen Contracting Inc.

(Principal) (Seal)

By: 
(Title)


(Witness)

United Casualty and Surety Insurance Company

(Surety) (Seal)

By: 
Zachary R. Bradley, Attorney-in-fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



POWER OF ATTORNEY

Agency No: 171384

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Zachary R. Bradley

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Five Hundred Thousand & 00/100 Dollars (\$3,500,000.00)**; This Power of Attorney shall expire without further action on December 31st, 2024.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 5th day of July, 2022



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

Michael T. Porsch

Michael T. Porsch, Treasurer

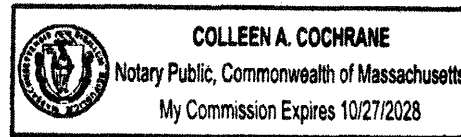
Corporate Seals

Commonwealth of Massachusetts
 County of Middlesex ss:

On this 5th day of July, 2022, before me, Colleen A. Cochrane, a notary public, personally appeared, Michael T. Porsch, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
 Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this December 16th, 2022

Corporate Seals



Robert F. Thomas

Robert F. Thomas, President



Ballinger Construction

867 East Hwy 11E ▪ Jefferson City, Tennessee 37760 ▪ T: 865-262-0258 ▪ www.Ballinger-Construction.com

Ballinger Construction

867 East Hwy 11 E Jefferson City, TN 37760

License #: 72840

Classification: BC-A; BC-b(sm)

Expiration: December 31, 2024

Eastview Elementary School Roof Replacement

December 16, 2022

2:00 PM

DOCUMENT 00 41 13 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.01 BID INFORMATION

- A. Bidder: Ballinger Construction.
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Greeneville, TN 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by BarberMcMurry Architects, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. Two hundred ninety two thousand five hundred three Dollars
(\$ 292,503.⁰⁰).

1.03 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
 - 1. fourteen thousand six hundred twenty five Dollars
(\$ 14,625.⁰⁰).
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

- A. The undersigned Bidder anticipates a material lead time of 42 calendar days. The Notice to Proceed will be issued at the end of the stated material lead time.
- B. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect after the material lead time and shall fully complete the Work within 90 calendar days. **All Work must be completed and final application for payment must be processed before 30 June 2023.**

1.05 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 1. Addendum No. 1, dated 13 December 2022.
 2. Addendum No. 2, dated _____.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.

1.06 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 1. Bid Form Supplement - Bid Bond Form (AIA Document A310).
 2. Document 00 43 21 – Allowance Form.

1.07 CONTRACTOR'S LICENSE

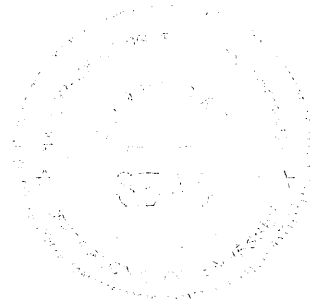
- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in The State of Tennessee, and that all fees, permits, etc., pursuant to submitting this proposal have been, paid in full.

1.08 SUBMISSION OF BID

- A. Respectfully submitted this 16th day of December, 2022.
- B. Submitted By: Ballinger Construction
(Name of bidding firm or corporation).
- C. Authorized Signature: Brian K. Ballinger
(Handwritten signature).
- D. Signed By: Brian K. Ballinger
(Type or print name).
- E. Title: Owner
(Owner/Partner/President/Vice President).
- F. Witness By: Bradley McArty
(Handwritten signature).

- G. Attest: *TMA*
(Handwritten signature).
- H. By: Tyler McAroy
(Type or print name).
- I. Title: Corporate Secretary
(Corporate Secretary or Assistant Secretary).
- J. Street Address: 867 East Hwy 11E
- K. City, State, Zip: Jefferson City, TN 37768
- L. Phone: 865-262-0258
- M. License No.: 72840
- N. Federal ID No.: 83-3298818
(Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13



PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bid Bond

Bond No. 12162022

CONTRACTOR:
(Name, legal status and address)

SURETY: Philadelphia Indemnity Insurance Company: Pennsylvania Corporation
(Name, legal status and principal place of business)

Brian K. Ballinger DBA Ballinger Construction
867 East Highway 11E
Jefferson City, TN 37760

One Bala Plaza
Suite 100
Bala Cynwyd, PA 19004-1403

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

OWNER:
(Name, legal status and address)

Greeneville City Schools
129 W. Depot Street
Greeneville, TN 37743

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)

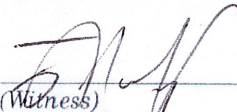
Eastview Elementary School Roof Replacement, 454 E. Bernard Avenue, Greeneville, TN 37745

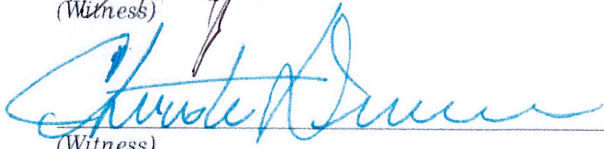
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this 16th day of December, 2022.



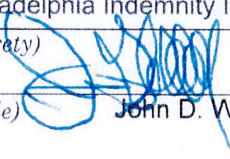
(Witness)


(Witness)

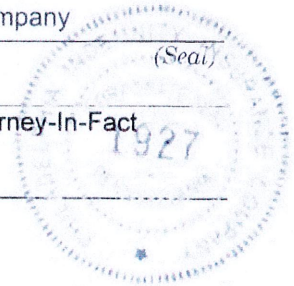
Brian K. Ballinger DBA Ballinger Construction

(Principal) (Seal)


(Title)
Philadelphia Indemnity Insurance Company

(Surety) (Seal)


(Title) John D. Weisbrot, Attorney-In-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JOHN D. WEISBROT, MELISSA L. MCDADE OR STEVEN M. VARGA its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

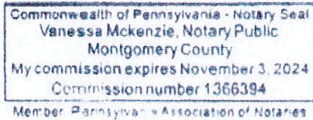
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of December, 2022

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(in thousands, except par value and share amounts)

Admitted Assets

	As of December 31,	
	2021	2020
Bonds (fair value \$8,447,694 and \$8,041,263)	\$ 8,102,442	\$ 7,601,946
Preferred stocks (fair value \$19,262 and \$16,537)	19,262	15,673
Common stocks (cost \$44,923 and \$52,609)	43,194	43,373
Mortgage loans	957,986	821,250
Real estate	29,408	29,973
Other invested assets (cost \$191,229 and \$203,028)	218,926	215,589
Receivables for securities sold	152	943
Cash, cash equivalents and short-term investments	128,587	34,279
Cash and invested assets	<u>9,499,957</u>	<u>8,763,026</u>
Premiums receivable, agents' balances and other receivables	914,676	908,602
Reinsurance recoverable on paid loss and loss adjustment expenses	45,200	38,737
Accrued investment income	74,000	74,070
Receivable from affiliates	5,171	7,586
Federal income taxes receivable	8,144	-
Net deferred tax assets	141,943	138,129
Other assets	9,953	4,997
Total admitted assets	<u>\$ 10,699,044</u>	<u>\$ 9,935,147</u>

Liabilities and Capital and Surplus

Liabilities:

Unpaid loss and loss adjustment expenses	\$ 5,436,808	\$ 5,218,304
Unearned premiums	1,658,339	1,582,116
Reinsurance payable on paid loss and loss adjustment expenses	35,820	30,398
Ceded reinsurance premiums payable	130,474	108,936
Commissions payable, contingent commissions and other similar charges	228,628	214,389
Federal income taxes payable	-	8,480
Funds held	77,317	77,256
Payable to affiliates	19,465	18,486
Provision for reinsurance	471	87
Payable for securities purchased	19,045	17,820
Accrued expenses and other liabilities	47,213	32,170
Total liabilities	<u>7,653,580</u>	<u>7,308,442</u>

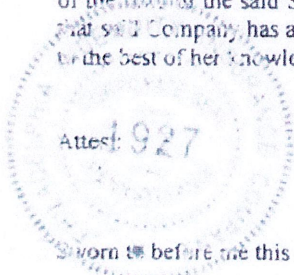
Capital:

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
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Surplus:

Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	2,654,893	2,236,134
Total surplus	<u>3,040,964</u>	<u>2,622,205</u>
Total capital and surplus	<u>3,045,464</u>	<u>2,626,705</u>
Total liabilities and capital and surplus	<u>\$ 10,699,044</u>	<u>\$ 9,935,147</u>

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of



Sworn before me this 2nd day of June 2022.

DocuSigned by:
Karen Gilmer-Pauciello
 Karen Gilmer-Pauciello, EVP & CFO

Kimberly Kessleski
 Kimberly Kessleski, Notary

Commonwealth of Pennsylvania - Notary Seal
 Kimberly A. Kessleski, Notary Public
 Montgomery County
 My commission expires December 18, 2024
 Commission number 1245769
 Member, Pennsylvania Association of Notaries

DOCUMENT 00 43 21 - ALLOWANCE FORM

1.01 BID INFORMATION

- A. Bidder: Ballinger Construction
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Greeneville, TN 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 20 00 "Price and Payment Procedures."

1.03 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 16th day of December, 2022.
- B. Submitted By: Ballinger Construction
(Insert name of bidding firm or corporation).
- C. Authorized Signature: Brian K. Ballinger
(Handwritten signature).
- D. Signed By: Brian K. Ballinger
(Type or print name).
- E. Title: Owner
(Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21



Ballinger Construction

867 East Hwy 11E ▪ Jefferson City, Tennessee 37760 ▪ T: 865-262-0258 ▪ www.Ballinger-Construction.com

Client: Eastview Elementary School – Greeneville City Schools

Phone: (423) 787-8003

Address: 454 E. Bernard Avenue

City/State/Zip: Greeneville, TN 37745

Estimated By: Brad McAvoy

Date: 12/15/2022

Scope of Work

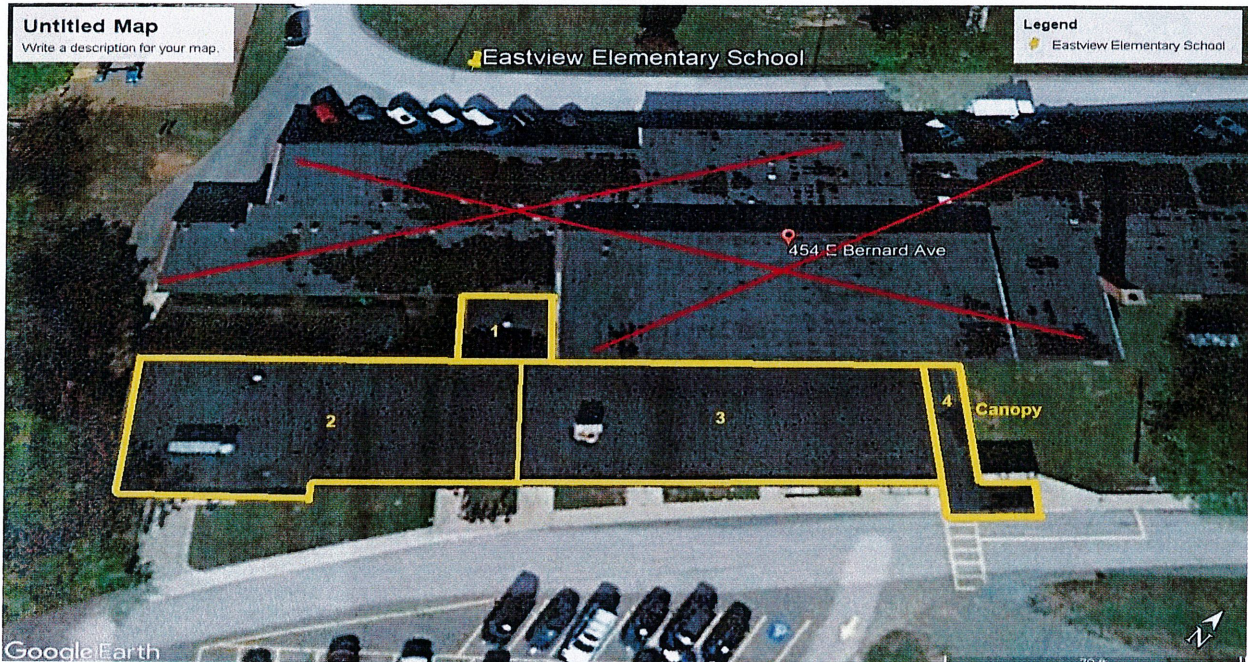
Installation of the Defender Series Roof System. Reference- Eastview Elementary Sections # 1, # 2, # 3 & Canopy at above Address - approx. 9,900 sq. ft. of Roof Area & approx. 2,500 sq. ft. of Vertical Wall Area.

Remove and dispose of existing EPDM membrane and underlying insulation exposing metal deck on all sections. Adhere 4.5" Polyisocyanurate insulation board over metal deck along with 1/4" per ft. tapered insulation, 1/2" per ft. tapered crickets & 1/2" HD ISO cover board on Section # 1. Adhere 4.5" Polyisocyanurate insulation board over metal deck along with 1/2" per ft. tapered crickets and 1/2" HD ISO cover board on Sections # 2 & # 3. Adhere 1.5" Polyiso and 1/2" HD ISO over metal deck on Canopy section. Fully adhere 80 mil Fleeceback PVC membrane. Remove and dispose of existing metal coping and wood nailers. Furnish and install new wood nailers. Extend membrane up and over parapet walls terminating at outside perimeter with 4" fascia bar and metal cover. Terminate edge detail on Canopy with 4" fascia bar and metal cover. Furnish and install (16) 2.5' X 5' walk pads around large units on Sections # 2 & # 3. Flash walls, pipes, curbs, and other penetrations to factory specifications. Clean up and remove project related debris.



Ballinger Construction

867 East Hwy 11E ▪ Jefferson City, Tennessee 37760 ▪ T: 865-262-0258 ▪ www.Ballinger-Construction.com



Above is an aerial representation of the project quoted for the accompanying scope of work. If necessary, sections have been marked on the representation and labeled in conjunction with the scope of work on the previous page. If you feel there are any discrepancies in this representation, or you feel this representation is inaccurate in any way, notify Ballinger Construction to have corrections made.

The system listed below has been customized to your project. The amount listed represents the total cost of all work associated with the installation of the system.

Defender Platinum Roof System -80 mil PVC system with a 30-year Dual Warranty covering labor & material

Total Price

—————→

\$	292,503.00
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To: Greeneville City Schools

ATTN: Mr. Phillip Graham, Operations Manager

Project: **Eastview Elementary School Roof Replacement**

Project Location: 454 E. Bernard Avenue, Greeneville, TN 37745

Bid Date: **12/16/2022**

Bid Time: **2:00 P.M.**

Bidder: **Frizzell Construction Company, Inc.**

DBA Summit BSR Roofing

1501 Bluff City Highway

P.O. Box 3292

Bristol, TN 37625

TN License Number: 8353

Date of Registration: 4/1/1960

Date of Expiration: 10/31/2023

Classification: Unlimited; BC; CE; CMC; HRA; MU

DOCUMENT 00 43 93 - BID SUBMITTAL CHECKLIST

1.01 BID INFORMATION

- A. Bidder: Frizzell Construction Co., Inc.
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Knoxville, Tennessee 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 BIDDER'S CHECKLIST

A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.

B. Attach this completed checklist to the outside of the Submittal envelope.

- ✓1. Used the Bid Form provided in the Project Manual.
- ✓2. Prepared the Bid Form as required by the Instructions to Bidders.
- ✓3. Indicated on the Bid Form the Addenda received.
- ✓4. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
- ✓5. Attached to the Bid Form: Document 00 43 21 – Allowance Form.
- ✓6. Bid envelope shows name and address of the Bidder.
- ✓7. Bid envelope shows the Bidder's Contractor's License Number, License Classification, and License Expiration date.
- ✓8. Bid envelope shows name of Project being bid.
- ✓9. Bid envelope shows time and day of Bid Opening.
- ✓10. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.

DOCUMENT 00 41 13 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.01 BID INFORMATION

- A. Bidder: Frizzell Construction Co., Inc.
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Greeneville, TN 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by BarberMcMurry Architects, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. Two hundred fifty-six thousand two hundred seventy-one Dollars
(\$ 256,271.00).

1.03 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
 - 1. Twelve thousand eight hundred thirteen and fifty-five cents Dollars
(\$ 12,813.55).
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

- A. The undersigned Bidder anticipates a material lead time of 90 calendar days. The Notice to Proceed will be issued at the end of the stated material lead time.
- B. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect after the material lead time and shall fully complete the Work within 90 calendar days. **All Work must be completed and final application for payment must be processed before 30 June 2023.**

1.05 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated 12/13/2022.
 2. Addendum No. 2, dated _____.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.

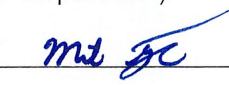
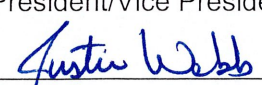
1.06 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Bid Bond Form (AIA Document A310).
 2. Document 00 43 21 – Allowance Form.

1.07 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in The State of Tennessee, and that all fees, permits, etc., pursuant to submitting this proposal have been, paid in full.

1.08 SUBMISSION OF BID

- A. Respectfully submitted this 16th day of December, 2022.
- B. Submitted By: Frizzell Construction Co., Inc.
(Name of bidding firm or corporation).
- C. Authorized Signature: 
(Handwritten signature).
- D. Signed By: Michael Smythe
(Type or print name).
- E. Title: President
(Owner/Partner/President/Vice President).
- F. Witness By: 
(Handwritten signature).

- G. Attest: *Phillip Read*
(Handwritten signature).
- H. By: Phillip Read
(Type or print name).
- I. Title: Assistant Secretary
(Corporate Secretary or Assistant Secretary).
- J. Street Address: 2130 Industrial Blvd.
- K. City, State, Zip: Bristol, TN 37625.
- L. Phone: (423) 764-4511.
- M. License No.: 8353.
- N. Federal ID No.: 62-0644837
(Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13



DOCUMENT 00 43 21 - ALLOWANCE FORM

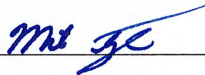
1.01 BID INFORMATION

- A. Bidder: Frizzell Construction Co., Inc.
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Greeneville, TN 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 20 00 "Price and Payment Procedures."

1.03 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 16th day of December, 2022.
- B. Submitted By: Frizzell Construction Co., Inc.
(Insert name of bidding firm or corporation).
- C. Authorized Signature: 
(Handwritten signature).
- D. Signed By: Michael Smythe
(Type or print name).
- E. Title: President
(Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21



ATLANTIC SPECIALTY INSURANCE COMPANY
605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Frizzell Construction Company, Inc
1501 Bluff City Highway
Bristol, TN 37620

OWNER:

(Name, legal status and address)

Greeneville City Schools
129 W. Depot Street
Greeneville, TN 37743

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address and Project number, if any)

Eastview Elementary School Roof
Replacement.

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision of this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of December, 2022

Austin Webb
(Witness)

Frizzell Construction Company, Inc
Principal (Seal)
By: [Signature]
(Title)



Christie Swinney
(Witness)

Atlantic Specialty Insurance Company
By: [Signature]
Aaron R. Jensen, Attorney-in-Fact (Title), (Seal)





Power of Attorney

Surety Bond No: Bid Bond

Principal: Frizzell Construction Company, Inc
Obligee: Greeneville City Schools

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Aaron R. Jensen, each individually if there be more than one named, its true and lawful Attorney in Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: ~~sixty million dollars (\$60,000,000)~~ and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alston Nash-Trout
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 16th day of December, 2022.



Christopher V. Jerry
Christopher V. Jerry, Secretary

SEALED BID ENCLOSED

BID DATE & TIME: December 16, 2022
2:00 p.m.

BIDDER'S NAME: **MORRISTOWN ROOFING COMPANY, INC.**
7840 EAST ANDREW JOHNSON HWY.
P. O. Box 97
WHITESBURG, TN 37891
Contact: Paul Fitzgerald - paul@morristownroofing.net
Phone: 423/235-7046
Fax: 423/235-7048

TN LICENSE #: 21176
EXPIRATION DATE: 03/31/2024
CLASSIFICATION: BC-20; BC-21
LIMIT: UNLIMITED

SUBCONTRACTORS: Masonry: None
Electrical: None
Plumbing: None
HVAC: None

TO: **Mr. Phillip Graham, Operations Manager**
Greeneville City Schools Plant Operations Building
312 Floral Street
Greeneville, Tennessee 37743

PROJECT: **Eastview Elementary School**
Roof Replacement
454 E. Bernard Avenue
Greeneville, Tennessee 37745
Architect Project No. 2208200

DOCUMENT 00 41 13 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.01 BID INFORMATION

- A. Bidder: Morristown Roofing Company, Inc.
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Greeneville, TN 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by BarberMcMurry Architects, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Two hundred fifty seven thousand, four hundred & no cents Dollars

(\$ 257,400.00).

1.03 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. 5% of Bid Amount Dollars

(\$ 5% of Bid Amount).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

- A. The undersigned Bidder anticipates a material lead time of 60 calendar days. The Notice to Proceed will be issued at the end of the stated material lead time.
- B. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect after the material lead time and shall fully complete the Work within 90 calendar days. **All Work must be completed and final application for payment must be processed before 30 June 2023.**

1.05 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated December 13, 2022.
 - 2. Addendum No. 2, dated N/A.
 - 3. Addendum No. 3, dated N/A.
 - 4. Addendum No. 4, dated N/A.

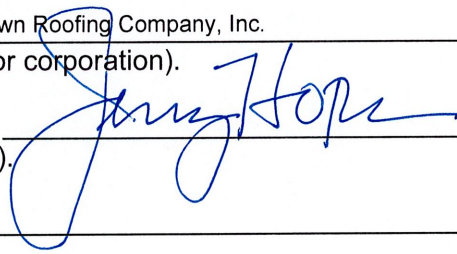
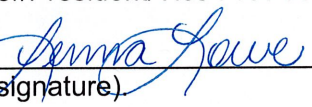
1.06 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. Bid Form Supplement - Bid Bond Form (AIA Document A310).
 - 2. Document 00 43 21 – Allowance Form.

1.07 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in The State of Tennessee, and that all fees, permits, etc., pursuant to submitting this proposal have been, paid in full.

1.08 SUBMISSION OF BID

- A. Respectfully submitted this 16th day of December, 2022.
- B. Submitted By: Morristown Roofing Company, Inc.
(Name of bidding firm or corporation).
- C. Authorized Signature: 
(Handwritten signature).
- D. Signed By: Jerry Horner
(Type or print name).
- E. Title: President
(Owner/Partner/President/Vice President).
- F. Witness By: 
(Handwritten signature).

- G. Attest: Adraine Nichols
(Handwritten signature).
- H. By: Adraine Nichols
(Type or print name).
- I. Title: Corporate Secretary
(Corporate Secretary or Assistant Secretary).
- J. Street Address: 7840 E. Andrew Johnson Hwy.
- K. City, State, Zip: Whitesburg, TN 37891
- L. Phone: 423-235-7046
- M. License No.: 21176
- N. Federal ID No.: 62-1046724
(Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13

DOCUMENT 00 43 21 - ALLOWANCE FORM

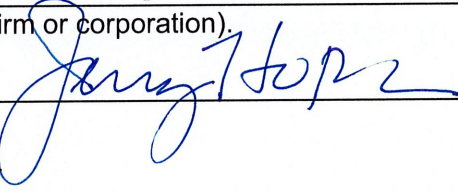
1.01 BID INFORMATION

- A. Bidder: Morristown Roofing Company, Inc.
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Greeneville, TN 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 20 00 "Price and Payment Procedures."

1.03 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 16th day of December, 2022.
- B. Submitted By: Morristown Roofing Company, Inc.
(Insert name of bidding firm or corporation).
- C. Authorized Signature: 
(Handwritten signature).
- D. Signed By: Jerry Horner
(Type or print name).
- E. Title: President
(Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Morristown Roofing Co., Inc.

P.O. Box 97, Whitesburg, TN 37891

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto Greeneville City Schools

129 West Depot Street, Greeneville, TN 37743

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ _____ 5% _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Eastview Elementary School Roof Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of December, 2022

Admaine Nichols

(Witness)

Morristown Roofing Co., Inc.

(Principal)

(Seal)

By: *Jerry Lopez*

President

(Title)

DocuSigned by:

Endia Wade

ED4A8F2048044C1...

(Witness)



Travelers Casualty and Surety Company of America

(Surety)

(Seal)

DocuSigned by:

Marilyn S. Spoon

Attorney-in-Fact Marilyn S. Spoon

(Title)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Marilyn S. Spoon of Knoxville, TN, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR

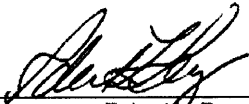
Principal: Morristown Roofing Co., Inc.
Obligee: Greeneville City Schools

Project Description: Eastview Elementary School Roof Replacement

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

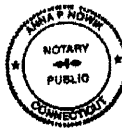
By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of December, 2022.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**RoofChoice, LLC.
568 Brick Church Park Drive
Nashville, Tennessee 37207**

**Tennessee Contractor's License Number 75753
Classification BC-20: BC-21
Expiration Date 1-31-2023**

**Eastview Elementary School Roof Replacement Bid
Bid Opens at 2pm Eastern Time on December 16, 2022**

**Mr. Phillip Graham, Operations Manager, Greeneville City Schools
Plant Operations Building
312 Floral Street
Greeneville, Tennessee 37743**

DOCUMENT 00 41 13 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.01 BID INFORMATION

- A. Bidder: RoofChoice, LLC.
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Greeneville, TN 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by BarberMcMurry Architects, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Three Hundred Eighty-Nine Thousand, Nine-Hundred Seven and 00/100-----Dollars

(\$ 389,907.00).

1.03 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Nineteen Thousand, Four-Hundred Ninety-Five and 35/100-----Dollars

(\$ 19,495.35).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

- A. The undersigned Bidder anticipates a material lead time of 120 calendar days. The Notice to Proceed will be issued at the end of the stated material lead time.
- B. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect after the material lead time and shall fully complete the Work within 90 calendar days. **All Work must be completed and final application for payment must be processed before 30 June 2023.**

1.05 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 1. Addendum No. 1, dated 12-13-2022.
 2. Addendum No. 2, dated _____.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.


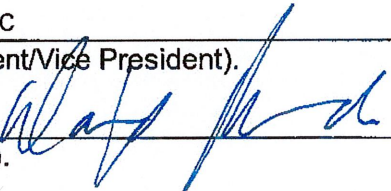
1.06 BID SUPPLEMENTS

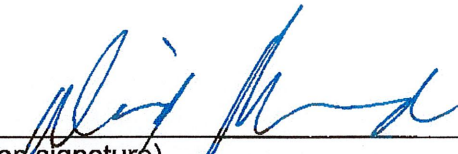
- A. The following supplements are a part of this Bid Form and are attached hereto.
 1. Bid Form Supplement - Bid Bond Form (AIA Document A310).
 2. Document 00 43 21 – Allowance Form.

1.07 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in The State of Tennessee, and that all fees, permits, etc., pursuant to submitting this proposal have been, paid in full.

1.08 SUBMISSION OF BID

- A. Respectfully submitted this 16th day of December, 2022.
- B. Submitted By: RoofChoice, LLC
(Name of bidding firm or corporation).
- C. Authorized Signature: 
(Handwritten signature).
- D. Signed By: Chris S Wicke
(Type or print name).
- E. Title: CEO, RoofChoice, LLC
(Owner/Partner/President/Vice President).
- F. Witness By: 
(Handwritten signature).

- G. Attest: 
(Handwritten signature).
- H. By: David Beard
(Type or print name).
- I. Title: President
(Corporate Secretary or Assistant Secretary).
- J. Street Address: 568 Brick Church Park Drive
- K. City, State, Zip: Nashville, Tennessee 37207
- L. Phone: 615-761-9579
- M. License No.: 75753 BC-20; BC-21
- N. Federal ID No.: 62-0893271
(Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13

DOCUMENT 00 43 21 - ALLOWANCE FORM

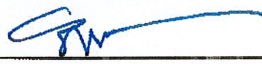
1.01 BID INFORMATION

- A. Bidder: RoofChoice, LLC.
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Greeneville, TN 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 20 00 "Price and Payment Procedures."

1.03 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 16th day of December, 2022.
- B. Submitted By: RoofChoice, LLC.
(Insert name of bidding firm or corporation).
- C. Authorized Signature: 
(Handwritten signature).
- D. Signed By: Chris S Wicke
(Type or print name).
- E. Title: CEO, RoofChoice, LLC
(Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RoofChoice, LLC

568 Brick Church Park Dr
Nashville, TN 37207

OWNER:

(Name, legal status and address)

Greenville City Schools

129 W Depot St #4, Greenville, TN 37743

BOND AMOUNT: 5%

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company

PO Box 1635
Milwaukee, WI 53201-1635

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Reroof Eastview Elementary School

457 East Bernard Ave, Greenville, TN 37748

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of December 2022

(Witness)

(Witness)

(Principal)

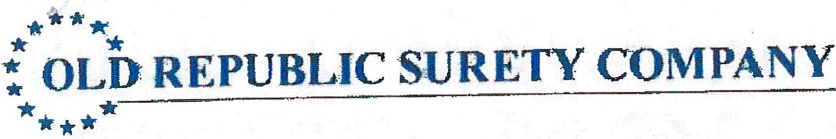
(Title)

(Surety)

(Title)

(Seal)





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

THOMAS T. ROWLAND, FRANK P. POWELL, III, DAVID H. ALLEN, JENNIFER LEWIS, ALICIA POTTER, SAMANTHA JONES, PAULA KAYE ARENDALE, LESLIE NICOLE HARRIS, YODI SUGGS, TERRI CELESTE FRANKLIN, OF CHATTANOOGA, TN

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds). as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26TH day of SEPTEMBER, 2022.

Karen J. Haffner Assistant Secretary



Alan Pavlic President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 26TH day of SEPTEMBER, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson Notary Public My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-1430

Signed and sealed at the City of Brookfield, WI this 14th day of December, 2022



Karen J. Haffner Assistant Secretary

RSS INSURANCE

BID PACKAGE

Project: Eastview Elementary School Roof Replacement

Friday December 16th, 2022 2:00PM

**Tri-State Roofing Contractors, LLC
3126 Alton Park Blvd.
Chattanooga, TN 37410
TN 00065081
BC 20&21 Unlimited
License Expires 10/31/2023**

DOCUMENT 00 41 13 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.01 BID INFORMATION

- A. Bidder: Tri-State Roofing Contractors, LLC.
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Greeneville, TN 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by BarberMcMurry Architects, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. three hundred twelve thousand, five hundred twenty-nine dollars Dollars
(\$ 312,529.00).

1.03 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
 - 1. fifteen thousand, six hundred twenty five dollars Dollars
(\$ 15,625.00).
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

- A. The undersigned Bidder anticipates a material lead time of 75 days calendar days. The Notice to Proceed will be issued at the end of the stated material lead time.
- B. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect after the material lead time and shall fully complete the Work within 90 calendar days. **All Work must be completed and final application for payment must be processed before 30 June 2023.**

1.05 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated 12/13/2022.
 - 2. Addendum No. 2, dated N/A.
 - 3. Addendum No. 3, dated N/A.
 - 4. Addendum No. 4, dated N/A.

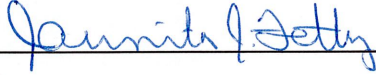

1.06 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. Bid Form Supplement - Bid Bond Form (AIA Document A310).
 - 2. Document 00 43 21 – Allowance Form.

1.07 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in The State of Tennessee, and that all fees, permits, etc., pursuant to submitting this proposal have been, paid in full.

1.08 SUBMISSION OF BID

- A. Respectfully submitted this 16th day of December, 2022.
- B. Submitted By: Tri-State Roofing Contractors, LLC
(Name of bidding firm or corporation).
- C. Authorized Signature: 
(Handwritten signature).
- D. Signed By: Jaunita J. Fetty
(Type or print name).
- E. Title: Owner/VP
(Owner/Partner/President/Vice President).
- F. Witness By: 
(Handwritten signature).

- G. Attest: *Chris Fetty*
(Handwritten signature).
- H. By: Christopher Fetty
(Type or print name).
- I. Title: N/A
(Corporate Secretary or Assistant Secretary).
- J. Street Address: 3126 Alton Park Blvd.
- K. City, State, Zip: Chattanooga, Tennessee 37410.
- L. Phone: 423-803-4742.
- M. License No.: 00065081.
- N. Federal ID No.: 45-2981549
(Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13

DOCUMENT 00 43 21 - ALLOWANCE FORM

1.01 BID INFORMATION

- A. Bidder: Tri-State Roofing Contractors, LLC.
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Greeneville, TN 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 20 00 "Price and Payment Procedures."

1.03 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 16th day of December, 2022.
- B. Submitted By: Tri-State Roofing Contractors, LLC
(Insert name of bidding firm or corporation).
- C. Authorized Signature: Jaunita J. Fetty
(Handwritten signature).
- D. Signed By: Jaunita J. Fetty
(Type or print name).
- E. Title: Owner/VP
(Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21

DOCUMENT 00 43 93 - BID SUBMITTAL CHECKLIST

1.01 BID INFORMATION

- A. Bidder: Tri-State Roofing Contractors, LLC.
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Knoxville, Tennessee 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
 - 1. Used the Bid Form provided in the Project Manual.
 - 2. Prepared the Bid Form as required by the Instructions to Bidders.
 - 3. Indicated on the Bid Form the Addenda received.
 - 4. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
 - 5. Attached to the Bid Form: Document 00 43 21 – Allowance Form.
 - 6. Bid envelope shows name and address of the Bidder.
 - 7. Bid envelope shows the Bidder's Contractor's License Number, License Classification, and License Expiration date.
 - 8. Bid envelope shows name of Project being bid.
 - 9. Bid envelope shows time and day of Bid Opening.
 - 10. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
 - 11. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT 00 43 93

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Tri-State Roofing Contractors, LLC

3126 Alton Park Blvd.
Chattanooga, TN 37410

OWNER:

(Name, legal status and address)

Greenville City Schools
129 West Depot Street, Greeneville, TN

BOND AMOUNT: 5%

PROJECT:

(Name, location or address, and Project number, if any)

Re-Roofing of approximately 12,000 SF

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
180 Interstate North Parkway SE, Ste 130
Atlanta, GA 30339-2102

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

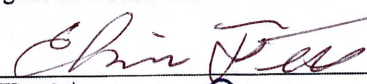
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

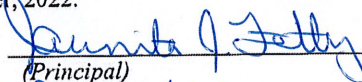
Signed and sealed this 14th day of December, 2022.



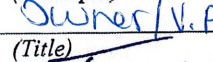
(Witness)



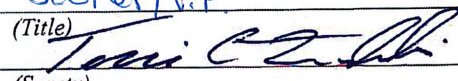
(Witness)



(Principal) (Seal)



(Title)



(Surety)
Terri C Franklin, Attorney In Fact
(Title)





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

THOMAS T. ROWLAND, FRANK P. POWELL, III, DAVID H. ALLEN, JENNIFER LEWIS, ALICIA POTTER, SAMANTHA JONES, PAULA KAYE ARENDALE, LESLIE NICOLE HARRIS, YODI SUGGS, TERRI CELESTE FRANKLIN, OF CHATTANOOGA, TN

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guaranties of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26TH day of SEPTEMBER, 2022.

Karen J. Staffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 26TH day of SEPTEMBER, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-1430

Signed and sealed at the City of Brookfield, WI this 14th day of December, 2022



Karen J. Staffner

Assistant Secretary

RSS INSURANCE



2418 N. Morelock Rd
Morristown, TN 37814
423-318-2196
ESKOLAROOFFING.COM

BID ENCLOSED

Eastview Elementary School Roof Replacement

Bid By:

Eskola LLC
2418 N Morelock Rd
Morristown, TN 37814
Ph: 423-318-2196
Fax: 423-318-2198

License #: 53339
Classification: FLC
Limit: Unlimited
Expiration: 9/30/2023

Bid Date: 12/15/2022
Time: 2:00 PM, EST
Place: 312 Floral Street
Greeneville, TN

Bidder has complied with the Instructions to Bidders and has completed all bid forms without qualifying statements.

DOCUMENT 00 43 93 - BID SUBMITTAL CHECKLIST

1.01 BID INFORMATION

- A. Bidder: Eskola Roofing LLC
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Knoxville, Tennessee 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
 - 1. Used the Bid Form provided in the Project Manual.
 - 2. Prepared the Bid Form as required by the Instructions to Bidders.
 - 3. Indicated on the Bid Form the Addenda received.
 - 4. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
 - 5. Attached to the Bid Form: Document 00 43 21 – Allowance Form.
 - 6. Bid envelope shows name and address of the Bidder.
 - 7. Bid envelope shows the Bidder's Contractor's License Number, License Classification, and License Expiration date.
 - 8. Bid envelope shows name of Project being bid.
 - 9. Bid envelope shows time and day of Bid Opening.
 - 10. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
 - 11. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT 00 43 93

DOCUMENT 00 41 13 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.01 BID INFORMATION

- A. Bidder: Eskola Roofing LLC.
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Greeneville, TN 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by BarberMcMurry Architects, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Two hundred Eighty seven thousand Two hundred forty four Dollars
(\$ 287,244.⁰⁰).

1.03 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Fourteen thousand Three hundred sixty Two ⁰⁰/₁₀₀ Dollars
(\$ 14,362.⁰⁰).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

- A. The undersigned Bidder anticipates a material lead time of _____ calendar days. The Notice to Proceed will be issued at the end of the stated material lead time.
- B. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect after the material lead time and shall fully complete the Work within 90 calendar days. **All Work must be completed and final application for payment must be processed before 30 June 2023.**

1.05 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated 12-13-22.
 - 2. Addendum No. 2, dated _____.
 - 3. Addendum No. 3, dated _____.
 - 4. Addendum No. 4, dated _____.

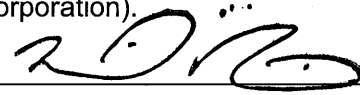
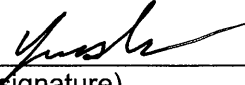
1.06 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. Bid Form Supplement - Bid Bond Form (AIA Document A310).
 - 2. Document 00 43 21 – Allowance Form.

1.07 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in The State of Tennessee, and that all fees, permits, etc., pursuant to submitting this proposal have been, paid in full.

1.08 SUBMISSION OF BID

- A. Respectfully submitted this 16 day of December, 2022.
- B. Submitted By: Eskola Roofing LLL
(Name of bidding firm or corporation).
- C. Authorized Signature: 
(Handwritten signature).
- D. Signed By: Michael Robbins
(Type or print name).
- E. Title: VP
(Owner/Partner/President/Vice President).
- F. Witness By: 
(Handwritten signature).

- G. Attest: Ty Konkle
(Handwritten signature).
- H. By: Ty Konkle
(Type or print name).
- I. Title: Assistant Secretary
(Corporate Secretary or Assistant Secretary).
- J. Street Address: 2418 Morelock Rd.
- K. City, State, Zip: Morristown TN 37813.
- L. Phone: 423-231-0785.
- M. License No.: 53339.
- N. Federal ID No.: 20-0864887
(Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13

DOCUMENT 00 43 21 - ALLOWANCE FORM

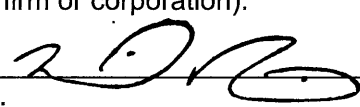
1.01 BID INFORMATION

- A. Bidder: Eskola Roofing LLC
- B. Project Name: Eastview Elementary School Roof Replacement.
- C. Project Location: 454 E. Bernard Avenue, Greeneville, TN 37745.
- D. Owner: Greeneville City Schools.
- E. Architect: BarberMcMurry Architects.
- F. Architect Project Number: 2208200.

1.02 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 20 00 "Price and Payment Procedures."

1.03 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 16 day of December, 2022.
- B. Submitted By: Eskola Roofing LLC
(Insert name of bidding firm or corporation).
- C. Authorized Signature: 
(Handwritten signature).
- D. Signed By: Michael Robbins
(Type or print name).
- E. Title: VP
(Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Eskola, LLC

2418 N. Morelock Road, Morristown, TN 37814

as Principal, hereinafter called the Principal, and Everest Reinsurance Company

100 Everest Way, Warren Corporate Center, Warren, NJ 07059

a corporation duly organized under the laws of the State of DE

as Surety, hereinafter called the Surety, are held and firmly bound unto Greeneville City Schools

129 West Depot Street, Greeneville, TN 37743

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Eastview Elementary School Roof Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of December, 2022

Eskola, LLC

(Principal)

(Seal)

(Witness)

By:

Len Eskola

VP

(Title)

DocuSigned by:

Endia Wade

ED4A6F2049D44C1...

(Witness)



Everest Reinsurance Company

DocuSigned by:

(Surety)

(Seal)

By:

Catherine L. McMillan

AADD4F6CA105410...
Attorney-in-Fact Catherine L. McMillan

(Title)



**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, NJ 07059, do hereby nominate, constitute, and appoint:

Catherine L. McMillan

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Bond No.: Bid Bond
Principal: Eskola, LLC
Obligee: Greeneville City Schools

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

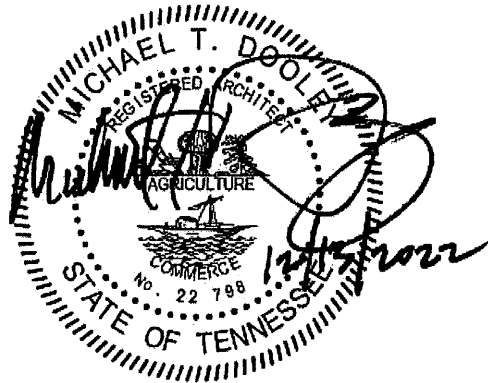
Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at Warren, NJ, this 16th day of December 2022.

DOCUMENT 00 91 13.01 - ADDENDUM 1

1.01 PROJECT INFORMATION

- A. Project Name: Eastview Elementary School Roof Replacement
- B. Owner: Greeneville City Schools.
- C. Architect: BarberMcMurry Architects.
- D. Architect Project Number: 2208200.
- E. Date of Addendum: 13 December 2022.



1.02 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. The date for receipt of bids is unchanged by this Addendum, at same time and location.
 - 1. Bid Date: 16 December 2022.
 - 2. Bid Time: 2:00 p.m., local time.
 - 3. Location: George Clem Operations Building, 312 Floral Street, Greeneville, TN 37743.

1.03 ATTACHMENTS

- A. The Addendum includes the following Document:
 - 1. Pre-bid Sign-in Sheet, dated 01 December 2022, new.
- B. The Addendum includes the following Drawing Sheet:
 - 1. Architectural Sheet A101 – Demo & Roof Plan, revised 13 December 2022, reissued.
 - 2. Architectural Sheet A401 – Details, revised 13 December 2022, reissued.

1.04 REVISIONS TO DIVISION 00 PROCUREMENT REQUIREMENTS AND CONTRACTING REQUIREMENTS

- A. Refer to Section 00 01 10 – Table of Contents, not reissued.
 - 1. Delete Section 00 73 45 – Supplementary Conditions for Federal Wages and Section 00 73 45 – General Decision Number TN202110043 from the Table of Contents.

1.05 GENERAL CLARIFICATIONS

- A. By submitting a bid, the Bidder represents that they have visited the site, become familiar with the site and local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents. The Bidder understands extra payment will not be given for conditions which can be determined by examining the site, existing conditions and Bidding Documents.
- B. No fasteners will be exposed on the canopy. Insulation is to be adhered to the canopy's steel roof deck.
- C. The gravel area southeast of the building to be re-roofed may be used for staging and material storage.

END OF DOCUMENT 00 91 13.01

Eastview Elementary School Roof Replacement Phase 1

BMA Project Number 2208200

Meeting Sign-in 01 December 2022, Pre-Bid Conference

Name	Initials	Company	Phone	Email
Curtis Rolen	CR	BarberMcMurry Architects	865-934-1915	crolen@bma1915.com
Phillip Graham		Greeneville City Schools	423-636-1694	grahamp@gcschools.net
Justin Webb	JW	Summit BSB Roofing	423-341-0077	JustinWebb@SummitBSB.com
Larry Slover	LS	Estola Roofing	423-231-0785	lslover@estolaroofing.com
PAUL ROGERS	PR	ROOF CHOICE	714-306-5759	PAUL.ROGERS@ROOFCHOICE.COM
Paul Fitzgerald	PF	Morris' Town Roofing	423-285-7046	paul@morrilstownroofing.net
Victor Braslin	VB	Tri State Roofing	423-413-2030	vbraslin@tristateroofing.com
Dawson Hamlin	DH	Aspen Contracting	334-672-1371	dhamlin@roofsbyaspen.com
Brad McAvoy	BM	Ballinger Construction	423-258-2448	brad@ballinger-construction.com
Others sign in below				



PROJECT NUMBER:
Z208200
 PROJECT NAME:
Eastman Elementary School Roof Replacement
 PROJECT ADDRESS:
**GREENSVILLE CITY SCHOOLS
 454 E. BERNARD AVE.
 GREENEVILLE, TN 37745**

PROJECT NUMBER	Z208200
PROJECT NAME	Eastman Elementary School Roof Replacement
PROJECT ADDRESS	GREENSVILLE CITY SCHOOLS 454 E. BERNARD AVE. GREENEVILLE, TN 37745
DATE	11/14/2022
BY	10/27/2022

A101
 DEMO PLAN & ROOF PLAN

ROOF PLAN GENERAL NOTES

1. ROOF AREA DIMENSIONS ARE PROVIDED BY THE ARCHITECT. VERIFY DIMENSIONS ON THE EXISTING ROOF.
2. VERIFY ALL DIMENSIONS AND CONDITIONS ON THE EXISTING ROOF.
3. VERIFY ALL DIMENSIONS AND CONDITIONS ON THE EXISTING ROOF.
4. VERIFY ALL DIMENSIONS AND CONDITIONS ON THE EXISTING ROOF.
5. VERIFY ALL DIMENSIONS AND CONDITIONS ON THE EXISTING ROOF.

ROOF PLAN LEGEND

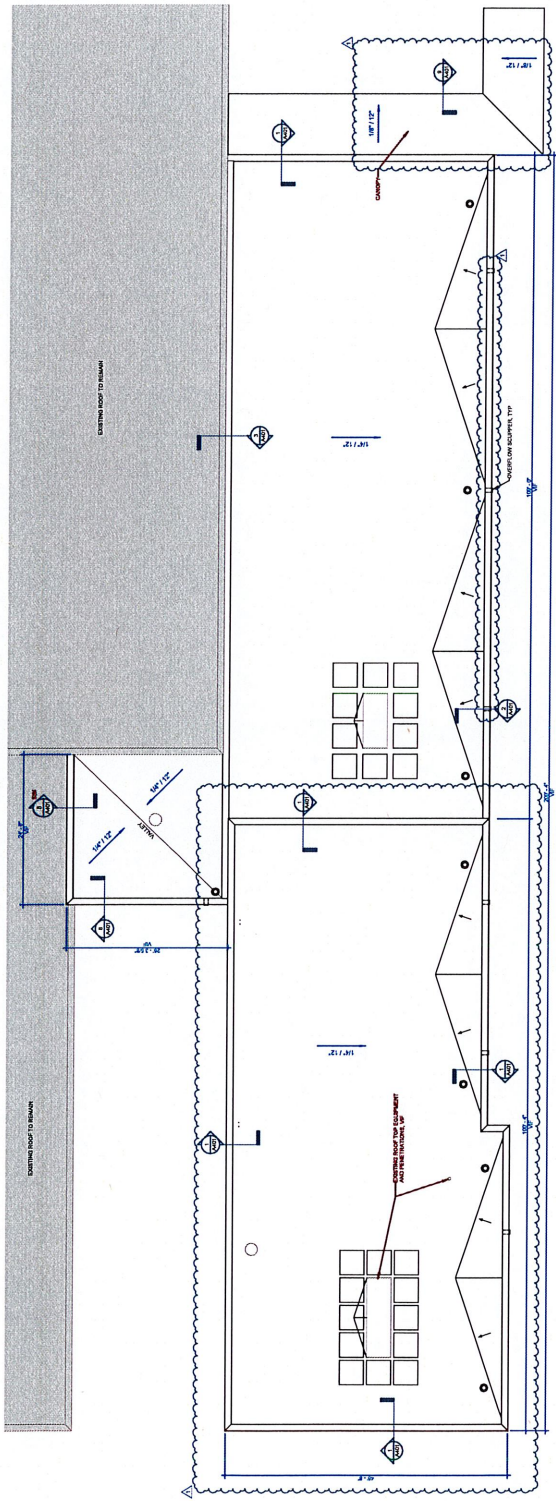
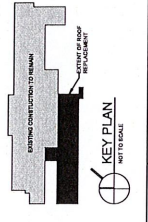
- EXISTING ROOF TO REMAIN
- EXISTING ROOF TO REMAIN
- EXISTING ROOF TO REMAIN
- EXISTING ROOF TO REMAIN
- EXISTING ROOF TO REMAIN

DEMOLITION PLAN GENERAL NOTES

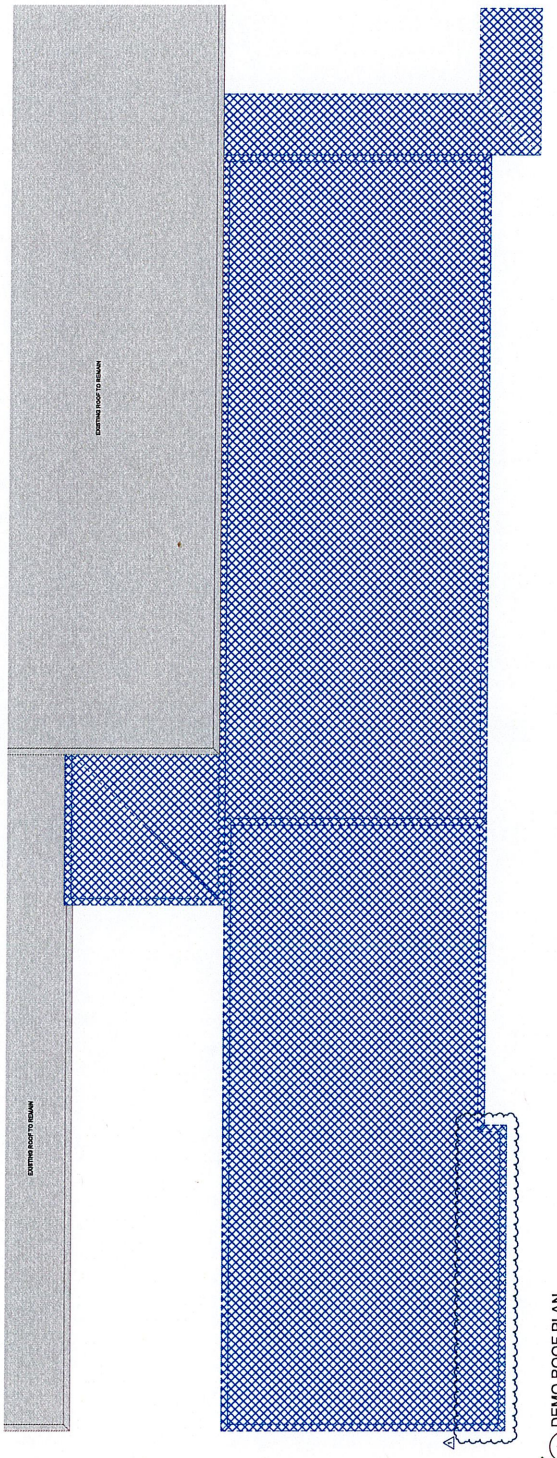
1. REMOVE ALL EXISTING ROOF MATERIALS TO BE DEMOLISHED.
2. REMOVE ALL EXISTING ROOF MATERIALS TO BE DEMOLISHED.
3. REMOVE ALL EXISTING ROOF MATERIALS TO BE DEMOLISHED.
4. REMOVE ALL EXISTING ROOF MATERIALS TO BE DEMOLISHED.
5. REMOVE ALL EXISTING ROOF MATERIALS TO BE DEMOLISHED.

DEMOLITION LEGEND

- EXISTING ROOF TO REMAIN
- EXISTING ROOF TO REMAIN
- EXISTING ROOF TO REMAIN
- EXISTING ROOF TO REMAIN
- EXISTING ROOF TO REMAIN



1. ROOF PLAN
 NOT TO SCALE



2. DEMO ROOF PLAN
 NOT TO SCALE



PROJECT NUMBER
Z208200

PROJECT NAME
**EastView Elementary
School Roof Replacement**

OWNER
**GREENVILLE CITY
SCHOOLS
464 E. BERNARD AVE
GREENVILLE, TN 37745**

**DETAILS GENERAL
NOTES**

1. DIMENSIONS UNLESS OTHERWISE NOTED.
2. MATERIALS TO BE USED SHALL BE APPROVED BY THE ARCHITECT.
3. REFER TO THE SPECIFICATIONS FOR MATERIALS.

PROJECT MANAGER	OM
DRAWN BY	EP
REVIEWED BY	OM
DATE	11.14.2022
REVISIONS	1 12/27/2022

A401
DETAILS

