

HICKMAN COUNTY BOARD OF EDUCATION
REGULAR BOARD MEETING---July 11, 2022

The Hickman county Board of Education met on July 11, 2022, at 7:00 PM in Room 203 of the Central Office Building.

Call To Order

Moment of Silence

Pledge of Allegiance

Approval of June 6, 2022 Regular Board Meeting Minutes

Approval of Agenda

Special Recognition

Employee of the Month

Communications to the Board

Director's Report

Financial Report

ESSER Updates

School Safety Measures

Transportation Bus Routes

2021-2022 State Assessment Results

Items Requiring Board Action

Budget Amendments

Close Out Budget Amendments

2022-2023 Consolidated Application

Recommendation for Tenure

2022-2023 Student Discipline Hearing Authority

2022-2023 School Fees

2022-2023 Nutrition Program Prices

Federal Programs Cashflow Request

2022-2023 BEP Teacher Scale

Revised Board Policies 1.102, 3.202, 4.101, 4.212, 4.402, 4.403, 4.406,
4.600, 5.119, 5.200, 5.201, 5.701, 5.201, 6.200, 6.318, 6.409, 1.104, 1.105,

HICKMAN COUNTY BOARD OF EDUCATION
REGULAR BOARD MEETING---July 11, 2022

1.204 (1st Reading)

Board Policy Review 4.500--4.608

Declaration of Surplus

ESSER Grant Contracts

Announcements

Adjourn

Monday, June 6, 2022
REGULAR BOARD MEETING MINUTES

The Hickman County Board of Education met in regular session on Monday, June 6, 2022, at 7:00 p.m. in Room 203 of the Central Office building. School board members in attendance at the meeting were Chair Amy Bryant, Ron Gammons, Steve Gianakos, Tim Hobbs, and Jim Hudgins. Jane Herron attended the meeting remotely. Vance Willis was absent from the meeting.

Chair Amy Bryant asked the group to observe a moment of silence.

Ron Gammons led the group in the Pledge of Allegiance.

Steve Gianakos made a motion to approve the minutes from the meeting held on May 2, 2022. Tim Hobbs seconded the motion.

Monday, May 2, 2022
REGULAR BOARD MEETING MINUTES

The Hickman County Board of Education met in regular session on Monday, May 2, 2022, at 7:00 p.m. in Room 203 of the Central Office building. School board members in attendance at the meeting were Chair Amy Bryant, Ron Gammons, Steve Gianakos, Jane Herron, Tim Hobbs, Jim Hudgins, and Vance Willis.

Chair Amy Bryant asked the group to observe a moment of silence.

Chair Amy Bryant led the group in the Pledge of Allegiance.

Tim Hobbs made a motion to approve the minutes from the board meeting held on Monday, April 4, 2022. Steve Gianakos seconded the motion. On a voice vote, the motion was approved 7-0.

Ron Gammons made a motion to approve the agenda for the May 2, 2022, board meeting. Jane Herron seconded the motion.

The Hickman County Board of Education will meet in regular session on Monday, May 2, 2022, at 7:00 p.m. in the library of Hickman County High School. A work session will be held at 6:00 p.m. in the library of Hickman County High School .

- I. Call to Order
- II. Moment of Silence
- III. Pledge of Allegiance
- IV. Approval of April 4, 2022 Regular Board Meeting Minutes
- V. Approval of Agenda
- VI. Special Recognition
 - A. Employee of the Month--Jane Herron
 - B. CES Teacher of the Year--Jim Hudgins
 - C. EHES Teacher of the Year--Vance Willis
 - D. CIS Teacher of the Year--Jane Herron
 - E. EHIS Teacher of the Year--Ron Gammons

- F. EHMS Teacher of the Year--Steve Gianakos
 - G. HCMS Teacher of the Year--Tim Hobbs
 - H. EHHS Teacher of the Year--Amy Bryant
 - I. HCHS Teacher of the Year--Jim Hudgins
 - J. Hickman County Grades PK-4 Teacher of the Year--Vance Willis
 - K. Hickman County Grades 5-8 Teacher of the Year--Jane Herron
 - L. Hickman County Grades 9-12 Teacher of the Year--Ron Gammons
 - M. District Championship Recognition--Amy Bryant
- VII. Communications to the Board
- A. Director's Report--Director of Schools
 - B. Financial Report--Business Officer
 - C. ESSER Updates--ESSER Manager
 - D. Administrative Reports--Director of Schools
 - E. SCOPE Conference--SCOPE Attendees
 - F. OPEB Quarterly Report--Director of Schools
 - G. Director of Schools Evaluation--Board Chair
 - H. Board of Education Self-Evaluation--Board Chair
- VIII. Items Requiring Board Action
- A. Trip Requests
 - 1. HCHS Basketball Camp--Principal
 - 2. EHHS International Bridge Building Competition--Sponsor and Students
 - 3. EHHS FBLA National Conference--Sponsor and Students
 - 4. EHHS Football Camp--Coach and Players
 - 5. EHMS Boys Basketball Camp--Coach and Players
 - B. ESSER Plan Revisions--Director of Schools
 - C. Transportation Capital Purchase--Director of Transportation
 - D. Budget Amendments--Business Officer
 - E. Athletic Practice During the School Day--Deputy Superintendent
 - F. EHHS Cafeteria HVAC Purchase--Maintenance Director
 - G. Chromebook Bid--Business Officer
 - H. Student Chromebook Management Bid--Business Officer
 - I. Chromebook Charging Cart Bid--Business Officer
 - J. School Security Camera Systems Bid--Business Officer
 - K. Cognia Accreditation--Director of Schools
 - L. 2022-2023 141, 143 Budgets--Director of Schools
 - M. Revised Board Policy 3.3001 - (1st Reading)--Director of Accountability
 - N. Revised Board Policy 1.102 - (2nd Reading)--Director of Accountability
 - O. Revised Board Policy 6.206 - (2nd Reading)--Director of Accountability
 - P. Board Policy Review 4.100-4.212 --Director of Accountability
- IX. Announcements
- X. Adjourn

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

Amber Warren was recognized as the Employee of the Month for the month of May.

The Building Level Teachers of the Year were recognized.

- CES, Amber Kelley
- EHES, Rachel Smith
- CIS, Amy Johnston
- EHIS, Jennifer Lange
- EHMS, Darrell Hanes
- HCMS, Lynette Harris

EHHS, Cynthia Morgan
HCHS, Becky Cude

The District Level Teachers of the Year were recognized.

Grades PreK-4, Amber Kelley

Grades 5-8, Darrell Hanes

Grades 9-12, Becky Cude

The athletic teams that won a district championship were recognized, including HCMS Girls Golf, HCMS Boys Golf, HCMS Girls Soccer, HCMS Boys Soccer, HCMS Girls Cross Country, and EHHS Girls basketball.

Ron Gammons made a motion to accept the Director's Report. Jim Hudgins seconded the motion.

Memorandum

To: Board Members
From: Michelle Gilbert
Date: April 22, 2022
RE: May Director's Report

Leave of Absence

Professional

Sandie Luna

April 11-May 20, 2022 (FMLA)

Support Staff

Hiring

Professional

Support Staff

Brenda Lynch

Ashanti Reynolds

Dina Binkley

EHMS Bookkeeper

Food Service

Food Service

Resignation

Professional

Tommy Stanley

Charles Price

HCHS Business Teacher/Head Girls Basketball Coach

HCHS JROTC Instructor

Support Staff

Patti Edwards

Food Service

Retirement

Professional

Pam Mitchell Clark

Don Qualls

EHHS/HCHS Art (end of 2021-2022 year)

Career Technical Education Director (June 30, 2022)

Support Staff

Transfers

Professional

Support Staff

Appointment

Professional

Support Staff

Open Positions

2 Secondary Math Positions
2 Secondary English Positions
2 Secondary Science Positions
1 Spanish Position
1 Special Education Position
1 Speech Language Position
1 Behavior Support Position
Bus Drivers

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

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

The financial report was not available, and it was stated both financial reports would be included in the June meeting.

Jane Herron made a motion to accept the ESSER updates. Tim Hobbs seconded the motion. On a voice vote, the motion was approved 7-0.

Ron Gammons made a motion to accept the administrative reports. Steve Gianakos seconded the motion. On a voice vote, the motion was approved 7-0.

Attendees from the SCOPE Conference presented to the Board of Education and were presented certificates.

Ron Gammons made a motion to accept the Quarterly OPEB report. Vance Willis seconded the motion. On a voice vote, the motion was approved 7-0.

Ron Gammons made a motion to accept the Director of Schools evaluation report for the 2021-2022 school year. Vance Willis seconded the motion. On a voice vote, the motion was approved 7-0.

Ron Gammons made a motion to accept the Board of Education self-evaluation report for the 2021-2022 school year. Tim Hobbs seconded the motion. On a voice vote, the motion was approved 7-0.

Steve Gianakos made a motion to approve a trip request for the HCHS Girls Basketball Team to attend overnight team camp. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 7-0.

Steve Gianakos made a motion to approve the overnight trip request for Braylee Clark to attend the International Bridge Building Competition in Allentown, PA, to represent EHHS. Tim Hobbs seconded the motion. On a voice vote, the motion was approved 7-0.

Vance Willis made a motion to approve the overnight trip request for EHHS FBLA to attend the national conference in Chicago, IL, from June 28-July 2, 2022. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 7-0.

Ron Gammons made a motion to approve the EHHS overnight football camp to be held at EHHS. Steve Gianakos seconded the motion. On a voice vote, the motion was approved 7-0.

Steve Gianakos made a motion to approve the EHMS Boys Basketball overnight trip request for basketball camp at Freed-Hardeman University on June 2-June 13, 2022. Ron Gammons seconded the motion. On a voice vote, the motion was approved 7-0.

Tim Hobbs made a motion to approve the revisions to the ESSER 1.0 plan to include revisions for summer camp. Steve Gianakos seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant
Ron Gammons
Steve Gianakos
Jane Herron
Tim Hobbs
Jim Hudgins
Vance Willis

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

Steve Gianakos made a motion to approve the capital purchase of a wheel balancer for the Department of Transportation for \$19, 393.82 as presented. Jim Hudgins seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant
Ron Gammons
Steve Gianakos
Jane Herron
Tim Hobbs
Jim Hudgins
Vance Willis

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

Steve Gianakos made a motion to approve budget amendments 30-33 as presented. Jim Hudgins seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant
Ron Gammons
Steve Gianakos
Jane Herron
Tim Hobbs

Jim Hudgins

Vance Willis

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

Tim Hobbs made a motion to approve the practice of allowing athletic practice during the school day for the 2022-2023 school year. Ron Gammons seconded the motion. On a voice vote, the motion was approved 7-0.

Jim Hudgins made a motion to approve the EHHS HVAC purchase of \$20,611.00 for the unit and \$6,700 for installation. Ron Gammons seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant

Ron Gammons

Steve Gianakos

Jane Herron

Tim Hobbs

Jim Hudgins

Vance Willis

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

Steve Gianakos made a motion to approve the chromebook bid for System Liquidation at \$271.00 per unit. Jane Herron seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant

Ron Gammons

Steve Gianakos

Jane Herron

Tim Hobbs

Jim Hudgins

Vance Willis

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

Steve Gianakos made a motion to approve the student chromebook management software bid at \$16,128.82/year to Aristotle. Jim Hudgins seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant

Ron Gammons

Steve Gianakos

Jane Herron

Tim Hobbs

Jim Hudgins

Vance Willis

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

Ron Gammons made a motion to approve the charging cart bid for chromebooks to Central Tech at \$699.00/cart. Jim Hudgins seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant
Ron Gammons
Steve Gianakos
Jane Herron
Tim Hobbs
Jim Hudgins
Vance Willis

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

Amy Bryant made a motion to approve the purchase of security cameras and installation for HCHS to Bluegrass for \$10,700.00 and not to exceed \$50,000.00 in total. Steve Gianakos seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant
Ron Gammons
Steve Gianakos
Jane Herron
Tim Hobbs
Jim Hudgins
Vance Willis

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

Ron Gammons made a motion to not pursue Cognia accreditation. Steve Gianakos seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant
Ron Gammons
Steve Gianakos
Jane Herron
Tim Hobbs
Jim Hudgins
Vance Willis

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

Vance Willis made a motion to approve the 143 budget presented for the 2022-2023 school year. Tim Hobbs seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant
Ron Gammons
Steve Gianakos
Jane Herron

Tim Hobbs
Jim Hudgins
Vance Willis

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

Vance Willis made a motion to approve the 2022-2023 141 budget with the following revisions: 1) capital outlay list as presented with the removal of projects for a total of \$1,466,600.00, 2) additional \$400,000.00 to insurance for 70/30 and a \$100/month HSA school-funded deposit, and 3) increase property tax revenue to an additional \$0.08 or an option to help with the capital outlay list from the county. Jim Hudgins seconded the motion.

Amy Bryant made a motion to amend the motion to add back the original items on the capital outlay, except for the EHHS Track, Ball Park Road Paving, and EHHS Soccer Concession stand, which would add \$348,000.00 back to the capital outlay list. Ron Gammons seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant
Ron Gammons

Steve Gianakos

Jane Herron
Tim Hobbs
Jim Hudgins
Vance Willis

On a roll call vote, the motion to amend was approved 6-1.

Vance Willis made a motion to amend the original motion to change the request for an additional \$0.08 to request an additional \$0.10. Steve Gianakos seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant

Ron Gammons

Steve Gianakos
Jane Herron
Tim Hobbs
Jim Hudgins
Vance Willis

On a roll call vote, the amendment to the motion was approved 6-1.

Steve Gianakos made a motion to amend the original motion to remove the HSA #2 revision for an additional \$400,000.00 to insurance for 70/30 with the \$100.00/month for HSA school-funded deposit. Jane Herron seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant

Ron Gammons

Steve Gianakos
Jane Herron

Tim Hobbs

Jim Hudgins

Vance Willis

On a roll call vote, the motion to amend the original motion failed 3-4.

Before voting on the original motion as amended, Steve Gianakos, Jane Herron, Tim Hobbs, and Vance Willis declared a conflict of interest but would vote in the best interests of their constituents.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant

Ron Gammons

Steve Gianakos

Jane Herron

Tim Hobbs

Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 6-1.

Amy Bryant made a motion to approve revised board policy 3.3001 on first reading and revised board policies 1.102 and 6.206 on second reading. Ron Gammons seconded the motion. On a voice vote, the motion was approved 7-0.

Amy Bryant made a motion to approve the update and review of board policies 4.100-4.212. Vance Willis seconded the motion. On a voice vote, the motion was approved 7-0.

Amy Bryant announced that the dates for the TSBA Conference and Convention had been shared with the Board.

Amy Bryant scheduled and announced a special called board meeting for Monday, May 16, 2022, at 6:00 p.m. in Room 203 of the Central Office.

The meeting was adjourned at 9:00 p.m.

On a voice vote, the motion was approved 6-0.

Tim Hobbs made a motion to approve the minutes from the special called meeting held on May 16, 2022. Steve Gianakos seconded the motion.

Monday, May 16, 2022

SPECIAL CALLED BOARD MEETING MINUTES

The Hickman County Board of Education met in a special called session on Monday, May 16, 2022, at 6:00 p.m. in Room 203 of the Central Office building. School board members in attendance at the meeting were Chair Amy Bryant, Ron Gammons, Steve Gianakos, Jane Herron, Tim Hobbs, Jim Hudgins, and Vance Willis. Mr. Hobbs entered the meeting at 6:04 p.m.

Chair Amy Bryant asked the group to observe a moment of silence.

Vance Willis led the group in the Pledge of Allegiance.

Steve Gianakos made a motion to approve the agenda for May 16, 2022. Jim Hudgins seconded the motion.

The Hickman County Board of Education will meet in a special called session on Monday, May 16, 2022, at 6:00 p.m. Room 203 of the Central Office building.

- I. Call to Order
- II. Moment of Silence
- III. Pledge of Allegiance
- IV. Approval of Agenda
- V. Items Requiring Board Action
 - A. Board Policy 6.204 (1st reading)--Director of Schools
 - B. Board Policy 1.108 (1st reading)--Director of Schools
 - C. Budget Amendments--Business Officer
 - D. Reconsideration of the 2022-2023 141, 143 Budgets--Director of Schools
- VI. Announcements
- VII. Adjourn

On a voice vote, the motion was approved 6-0.

Vance Willis made a motion to approve revised board policy 6.204 on first reading. Steve Gianakos seconded the motion. On a voice vote, the motion was approved 6-0.

Steve Gianakos made a motion to approve revised board policy 1.108 on first reading. Jane Herron seconded the motion. Tim Hobbs entered the meeting at this time.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant

Ron Gammons

Steve Gianakos

Jane Herron

Tim Hobbs

Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 5-2.

Steve Gianakos made a motion to approve budget amendment 34. Ron Gammons seconded the motion. Jim Hudgins left the meeting.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant

Ron Gammons

Steve Gianakos

Jane Herron

Tim Hobbs

Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 6-0-1.

Amy Bryant made a motion to amend the 141 budget for 2022-2023 to reflect a \$0.06 increase in revenue from property tax and to remove \$240,000.00 from school capital outlay roofing projects and place them under the county list of capital outlay projects. Steve Gianakos seconded the motion.

Vance Willis made a motion to amend the motion to request a \$0.05 increase in revenue from property tax instead of a \$0.05 increase. Ron Gammons seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant

Ron Gammons

Steve Gianakos

Jane Herron

Tim Hobbs

Jim Hudgins

Vance Willis

On a roll call vote, the motion to amend the original motion was approved 6-0-1.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant

Ron Gammons

Steve Gianakos

Jane Herron

Tim Hobbs

Jim Hudgins

Vance Willis

On a roll call vote, the amended motion for the 141 budget for 2022-2023 was approved 6-0-1.

An announcement was made that a special called meeting would be held on Wednesday, May 18, 2022, at 7:20 p.m. in Room 203 of the Central Office.

The meeting was adjourned at 7:20 p.m.

On a voice vote, the motion was approved 6-0.

Tim Hobbs made a motion to approve the minutes from the special called meeting held on May 18, 2022. Jim Hudgins seconded the motion.

Monday, May 18, 2022

SPECIAL CALLED BOARD MEETING MINUTES

The Hickman County Board of Education met in a special called session on Wednesday, May 18, 2022, at 7:30 p.m. in Room 203 of the Central Office building. School board members in attendance at the meeting were Chair Amy Bryant, Ron Gammons, Jane Herron, Tim Hobbs,

Jim Hudgins, and Vance Willis. Steve Gianakos was absent from the meeting. Chair Amy Bryant attended the meeting remotely.

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

Tim Hobbs led the group in the Pledge of Allegiance.

Ron Gammons made a motion to approve the agenda. Vance Willis seconded the motion. The Hickman County Board of Education will meet in a special called session on Monday, May 18, 2022, at 7:30 p.m. Room 203 of the Central Office building.

- I. Call to Order
- II. Moment of Silence
- III. Pledge of Allegiance
- IV. Approval of Agenda
- V. Items Requiring Board Action
 - A. Reconsideration of the 2022-2023 141 Budget (if needed)--Director of Schools
- VI. Announcements
- VII. Adjourn

On a voice vote, the motion was approved 6-0.

Vance Willis made a motion to revise the 141 budget with \$0.03 increase in property tax increase instead of \$0.05. Jim Hudgins seconded the motion.

Discussion was held on the motion regarding the 141 budget. The Chair, Tim Hobbs, recognized Steve Phillips to speak regarding the budget committee meetings.

Vance Willis withdrew his motion.

Vance Willis made a motion to revise the 2022-2023 141 budget to include moving an LPN position back to ESSER (\$32,000.00), remove \$326,000.00 in capital outlay projects, requesting \$150,000.00 from the county for capital outlay from adequate facilities, remove the transfer of \$165,000.00 in the budget, and increasing the budget for local option sales tax to \$250,000.00. Jim Hudgins seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
Ron Gammons			
			Steve Gianakos

- Jane Herron
- Tim Hobbs
- Jim Hudgins
- Vance Willis

On a roll call vote, the motion was approved 6-0-1.

The meeting was adjourned at 8:38 p.m.

On a voice vote, the motion was approved 6-0.

Steve Gianakos made a motion to amend the agenda to EHHS Girls and Boys Basketball Trip Requests to #2 under trip requests. Ron Gammons seconded the motion. On a voice vote, the motion was approved 6-0.

Steve Gianakos made a motion to approve the amended meeting agenda for June 6, 2022. Ron Gammons seconded the motion.

The Hickman County Board of Education will meet in regular session on Monday, June 6, 2022, at 7:00 p.m. in Room 203 of the Hickman County Board of Education Central Office. A work session will be held in Room 203 at 6:00 p.m.

- I. Call to Order
- II. Moment of Silence
- III. Pledge of Allegiance
- IV. Approval of May 2, 2022 Regular Board Meeting Minutes
- V. Approval of May 16, 2022 Special Called Board Meeting Minutes
- VI. Approval of May 18, 2022 Special Called Board Meeting Minutes
- VII. Approval of Agenda
- VIII. Special Recognition
 - A. Employee of the Month--Jim Hudgins
 - B. Principal of the Year--Ron Gammons
 - C. Supervisor of the Year--Steve Gianakos
 - D. Employee of the Year--Tim Hobbs
 - E. Friend of Education--Amy Bryant
 - F. Lifetime Transportation Award--Jim Hudgins
 - G. District Championship Recognition--Tim Hobbs
 - H. State Level Competitor Recognition--Steve Gianakos
- IX. Communications to the Board
 - A. Director's Report--Director of Schools
 - B. Financial Report--Business Officer
 - C. ESSER Updates--ESSER Manager
 - D. Family Resource Centers-- Family Resource Centers Directors
 - E. Transportation Bus Routes
- X. Items Requiring Board Action
 - A. Trip Request
 1. EHHS HOSA National Competition--Sponsor and Students
 2. EHHS Girls/Boys Basketball Teams--Coaches and Students
 - B. Board Meeting Schedule for 2022-2023--Director of Schools
 - C. Annual Agenda for 2022-2023--Director of Schools
 - D. ESSER Plan Revisions--Director of Schools
 - E. Recommendations for Tenure--Director of Accountability
 - F. Budget Amendments--Business Officer
 - G. Resolution to Grant Authority to Designate Reserves--Director of Schools
 - H. Grant Executive Committee Authority to Close Out Fiscal Year--Director of Schools
 - I. Authorize Director of Schools to Submit Grants, Applications, Reports, Amendments, and Addenda--Director of Schools

- J. 2022-2023 142 Federal Budget--Business Officer and Federal Programs Director
- K. 2022-2023 Differentiated Pay Plan--Director of Schools
- L. 2022-2023 Pay Scales--Director of Schools
- M. Personnel Decisions--Director of Schools
- N. TSSE Membership Dues--Director of Schools
- O. Capital Outlay Projects 2021-2022--Director of Schools
- P. Point of Sale Bid Approval for School Nutrition--Food Service Director
- Q. Revised Board Policy 6.204 - (2nd Reading)--Director of Schools
- R. Revised Board Policy 1.108 - (2nd Reading)--Director of Schools
- S. Revised Board Policy 3.3001 - (2nd Reading)--Director of Accountability
- T. Board Policy Review 4.300--4.408 --Director of Accountability

XI. Announcements

XII. Adjourn

On a voice vote, the motion was approved 6-0.

Alayna Duffel, EHES teacher, was recognized as Employee of the Month.

Jennifer Hudgins was recognized as the Principal of the Year. Julia Thomasson was recognized as Supervisor of the Year.

Floy Ann McCutchen and Becky Malugin were recognized as the Employees of the Year.

Juanest and Eartha Cathey were recognized as the Friends of Education.

Debbie Buchanan was recognized for the Lifetime Transportation Award.

The EHHS Girls Basketball team and HCHS Volleyball teams were recognized for achieving district championships during the school year.

Steve Gianakos made a motion to accept the Director's Report. Jim Hudgins seconded the motion.

Memorandum

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

Leave of Absence

Professional

Kendra Mayberry 2022-2023 school year

Support Staff

Hiring

Professional

David Carroll HCHS Math

Support Staff

Glenn Devore Maintenance Technician

Tina Tidwell	EHHS Guidance Secretary
Heather Jefferson	Food Service
Tiffany Underwood	Food Service
Anissa Western	Food Service

Resignation

Professional

Anndrea Eubanks	EHIS Teacher
Cayla Moulton	EHMS Teacher/Athletic Director
Gabrielle Horner	EHMS Teacher
Paul Ewing	EHHS Teacher
Jason Terlecki	EHHS Teacher

Support Staff

Kayla Pardue	EHHS Guidance Secretary
Jennifer Chilton	HCMS Softball Coach

Retirement

Professional

Jennifer Lynn	HCMS/HCHS Choir
Judi Culver	EHIS Special Education

Support Staff

Transfers

Professional

Support Staff

Appointment

Professional

Support Staff

Open Positions

- 2 Secondary Math Positions
- 2 Secondary English Positions
- 2 Secondary Science Positions
- 1 Spanish Position
- 2 Special Education Positions
- 1 Speech Language Position
- 1 Behavior Support Position
- Bus Drivers

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

On a voice vote, the motion was approved 6-0.

Jim Hudgins made a motion to accept the financial report as presented. Tim Hobbs seconded the motion. On a voice vote, the motion was approved 6-0.

Steve Gianakos made a motion to accept the ESSER updates as presented. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 6-0.

Ron Gammons made a motion to accept the Family Resource Center End of Year Report. Steve Gianakos seconded the motion. On a voice vote, the motion was approved 6-0.

Ron Gammons made a motion to approve the EHHS HOSA overnight trip request to attend the national competition in Nashville, TN on June 22-24, 2022. Steve Gianakos seconded the motion. On a voice vote, the motion was approved 6-0.

Tim Hobbs made a motion to approve the EHHS Girls Basketball overnight trip request to attend basketball camp at the University of North Alabama in Florence, AL on June 8, 2022. Ron Gammons seconded the motion. On a voice vote, the motion was approved 6-0.

Ron Gammons made a motion to approve the EHHS Boys Basketball overnight trip request to attend basketball camp at Wayne County High School on June 19-June 22, 2022. Tim Hobbs seconded the motion. On a voice vote, the motion was approved 6-0.

Steve Gianakos made a motion to approve the board meeting schedule for the 2022-2023 school year. Ron Gammons seconded the motion.

2022-2023
Hickman County Board of Education Meeting Dates
July 11, 2022
August 1, 2022
September 12, 2022 Work Session
October 3, 2022
November 7, 2022
December 5, 2022
January 9, 2023
February 6, 2023
March 6, 2023
April 3, 2023
May 1, 2023
June 5, 2023

On a voice vote, the motion was approved 6-0.

Tim Hobbs made a motion to approve the annual agenda with the addition of the review of the safety plan. Steve Gianakos seconded the motion.

Ron Gammons made a motion to amend the motion to add the safety plan discussion at the July work session. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 6-0.

Hickman County Board of Education
Annual Agenda 2022-2023
July 2022

Work Session	Board Meeting
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Evaluation tool selected for the Director of Schools for the 2022-2023 school year	Student Discipline Hearing Authority Designation
	Approval of School Fees
Board Policy Review	Board Policy Review
Safety Plan Review	

August 2022

Work Session	Board Meeting
Board Policy Review	Board Policy Review

September 2022

Work Session	Board Meeting
Strategic Plan and Goals	

October 2022

Work Session	Board Meeting
Board Policy Review	Board Policy Review
	Election of Officers of the Board
	Compliance Report
	Textbook Certification
	Approval of School Calendar
	Honor Retirees

November 2022

Work Session	Board Meeting
Board Policy Review	Board Policy Review
	Approval of Supplement Splitting

December 2022

Work Session	Board Meeting
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January 2023

Work Session	Board Meeting
Set Date(s) for Board Retreat	
Board Policy Review	Board Policy Review

February 2023

Work Session	Board Meeting
Board Policy Review	Board Policy Review
2022-2023 Budget Discussion	2022-2023 Budget Calendar

March 2023

Work Session	Board Meeting
Board Policy Review	Board Policy Review
2022-2023 Budget Discussion	Set Attendance Zones
Evaluation Distribution	

April 2023

Work Session	Board Meeting
Board Policy Review	Board Policy Review
2022-2023 Budget Discussion	Textbook Adoption Approval

May 2023

Work Session	Board Meeting
Board Policy Review	Board Policy Review
	Tuition Rate Approval for Out of County Students
	Teacher Tenure
2022-2023 Budget	2022-2023 Budget (141, 142, 143)
	Authorize Superintendent to Submit Grants, Applications, Reports, Amendments, and Addenda

Cheri Cutelle
Kendra Mayberry
Leah Isenberg
Tracy Rivers
Rebecca Powers
Allison Gilbert
Amber Warren

On a voice vote, the motion was approved 6-0.

Steve Gianakos made a motion to approve budget amendments 35-36. Jim Hudgins seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
Ron Gammons			
Steve Gianakos			
Jane Herron			
Tim Hobbs			
Jim Hudgins			
			Vance Willis

On a roll call vote, the motion was approved 6-0-1.

Jim Hudgins made a motion to approve Resolution 22-01. Steve Gianakos seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
Ron Gammons			
Steve Gianakos			
Jane Herron			
Tim Hobbs			
Jim Hudgins			
			Vance Willis

On a roll call vote, the motion was approved 6-0-1.

Steve Gianakos made a motion to allow the the Executive Committee, with guidance from our State Financial Consultant, Business Officer, and Finance Office Director and Assistant Director close out the financial books, including budget amendments. Jim Hudgins seconded the motion.

Aye _____ Nay _____ Pass _____ Absent _____

Amy Bryant
Ron Gammons
Steve Gianakos
Jane Herron
Tim Hobbs
Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 6-0-1.

Ron Gammons made a motion to allow authorize the Director of Schools to submit Reports, Applications, Amendments, and Addenda including Federal applications and Budgets, and any other grants or awards in closing the 2021-2022 school year and for the rising 2022-2023 school year on behalf of the Hickman County School System. Jim Hudgins seconded the motion.

Aye _____ Nay _____ Pass _____ Absent _____

Amy Bryant
Ron Gammons
Steve Gianakos
Jane Herron
Tim Hobbs
Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 6-0-1.

Amy Bryant made a motion to approve the 142 federal budgets as presented. Steve Gianakos seconded the motion.

Aye _____ Nay _____ Pass _____ Absent _____

Amy Bryant
Ron Gammons
Steve Gianakos
Jane Herron
Tim Hobbs
Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 6-0-1.

Steve Gianakos made a motion to approve the differentiated pay plan for 2022-2023. Tim Hobbs seconded the motion.

Aye _____ Nay _____ Pass _____ Absent _____

Amy Bryant
Ron Gammons
Steve Gianakos
Jane Herron

Tim Hobbs
Jim Hudgins

Vance Willis

On a roll call vote, the motion was approved 6-0-1.

Amy Bryant made a motion to approve the 2022-2023 pay scales as presented. Steve Gianakos seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant			
Ron Gammons			
Steve Gianakos			
Jane Herron			
Tim Hobbs			
Jim Hudgins			

Vance Willis

On a roll call vote, the motion was approved 6-0-1.

Steve Gianakos made a motion to approve the personnel decisions as presented. Tim Hobbs seconded the motion. On a voice vote, the motion was approved 6-0.

Amy Bryant made a motion to approve the TSSE dues for the 2022-2023 school year for \$3,435.00. Jim Hudgins seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant			
	Ron Gammons		
Steve Gianakos			
Jane Herron			
	Tim Hobbs		
Jim Hudgins			

Vance Willis

On a roll call vote, the motion was approved 4-2-1.

Jim Hudgins made a motion to approve the expenditures towards tennis court repairs (quotes presented at \$23,000 and \$19,000) at both high schools, sealing and striping the HCMS/HCHS parking lots(bid presented at \$107,625.80) , and the grate drain at EHHS (bid presented at \$39,750.00) in an amount not to exceed a total of \$200,000.00 from the 2021-2022 budget. Tim Hobbs seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
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Amy Bryant			
Ron Gammons			
Steve Gianakos			
Jane Herron			
Tim Hobbs			
Jim Hudgins			

Vance Willis

On a roll call vote, the motion was approved 6-0-1.

Steve Gianakos made a motion to approve the point of sale bid for school nutrition not to exceed \$35,000.00. Ron Gammons seconded the motion.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
Ron Gammons			
Steve Gianakos			
Jane Herron			
Tim Hobbs			
Jim Hudgins			

Vance Willis

On a roll call vote, the motion was approved 6-0-1.

Steve Gianakos made a motion to approve revised board policy 6.204 on second reading. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 6-0.

Tim Hobbs made a motion to approve revised board policy 1.108 on second reading. Steve Gianakos seconded the motion. Ron Gammons requested a roll call vote.

<u>Aye</u>	<u>Nay</u>	<u>Pass</u>	<u>Absent</u>
Amy Bryant			
	Ron Gammons		
Steve Gianakos			
Jane Herron			
Tim Hobbs			
Jim Hudgins			

Vance Willis

On a roll call vote, the motion was approved 5-1-1.

Amy Bryant made a motion to approve board policy 3.301 on second reading. Tim Hobbs seconded the motion. On a voice vote, the motion was approved 6-0.

Amy Bryant made a motion to approve the review and update of board policies 4.300-4.408. Jim Hudgins seconded the motion. On a voice vote, the motion was approved 6-0.

Michelle Gilbert announced that summer camp would be held from June 6-30 at six locations.

Amy Bryant announced the changes in TSBA training.

The meeting was adjourned at 8:12 p.m.



AMY BRYANT
9589 S Lick Creek Rd., Lyles, TN 37098

RONALD GAMMONS
6419 Rice Ln., Lyles, TN 37098

TIM HOBBS
9220 Old Bon Aqua Rd., Bon Aqua, TN 37025

JIM HUDGINS
1297 E. Grinders Switch Rd., Centerville, TN 37033

JANE HERRON
1222 Hwy 100., Centerville, TN 37033

STEVE GIANAKOS
9792 Dogwood Dr., Bon Aqua, TN 37025

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

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

The Hickman County Board of Education will meet in regular session on Monday, July 11, 2022, at 7:00 p.m. in Room 203 of the Hickman County Board of Education Central Office. A work session will be held in Room 203 at 6:00 p.m.

- I. Call to Order
- II. Moment of Silence
- III. Pledge of Allegiance
- IV. June 6, 2022 Regular Board Meeting Minutes
- V. Approval of Agenda
- VI. Special Recognition
 - A. Employee of the Month--Jim Hudgins
- VII. Communications to the Board
 - A. Director's Report--Director of Schools
 - B. Financial Report--Business Officer
 - C. ESSER Updates--ESSER Manager
 - D. School Safety Measures--School Safety Team
 - E. Transportation Bus Routes
 - F. 2021-2022 State Assessment Results--Academic Supervisors
- VIII. Items Requiring Board Action
 - A. Budget Amendments--Business Officer
 - B. Close Out Budget Amendments--Business Officer
 - C. 2022-2023 Consolidated Application--Federal Programs Director
 - D. Recommendation for Tenure--Secondary Supervisor
 - E. 2022-2023 Student Discipline Hearing Authority--Director of Schools
 - F. 2022-2023 School Fees--Director of Schools
 - G. 2022-2023 Nutrition Program Prices--Nutrition Coordinator and Business Officer
 - H. Federal Programs Cashflow Request--Business Officer
 - I. 2022-2023 BEP Teacher Scale--Director of Schools
 - J. Revised Board Policies - 1.102, 3.202, 4.101, 4.212, 4.402, 4.403, 4.406, 4.600, 5.119, 5.200, 5.201, 5.701, 5.201, 6.200, 6.318, 6.409, 1.104, 1.105, 1.204 (1st Reading)--Director of Accountability
 - K. Board Policy Review - 4.500--4.608--Director of Accountability
 - L. Declaration of Surplus--HCHS Basketball Program
 - M. ESSER Grant Contracts--Director of Schools
- IX. Announcements
- X. Adjourn



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1222 Hwy. 100, Centerville, TN 37033

STEVE GIANAKOS
9792 Dogwood Dr., Bon Aqua, TN 37025

VANCE WILLIS
2868 Hwy 48 N., Nunnally, TN 37137

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

Memorandum

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

Leave of Absence

Professional

Support Staff

Hiring

Professional

Cullen Homolka
Nick Bentley*
Kelly Medford
Robert Brewer*
Tonda Gainey
Jennifer Presson
Samantha Avery
Jenny Sensing

EHHS Physical Education/Assistant Football Coach
CES Physical Education
HCMS/HCHS Music
HCHS/EHHS Career Technical Education Teacher
EHIS ELA Teacher
EHHS ELA Teacher
EHHS/HCHS Art Teacher
EHIS ELA Teacher

Support Staff

Pamela Hunnicutt

EHES Sp. Ed. Assistant

Resignation

Professional

Bethany Ring
Joseph Slaughter
Heather Turner
Abigail Loveless
Mason Rochelle

EHMS Teacher
EHES/EHIS Physical Education
EHES Teacher
HCMS ELA Teacher
EHIS Physical Education Teacher

Support Staff

Preston Hall
Ray Ragan
Clay Chessor

EHMS Baseball Coach
EHHS Baseball Coach
HCHS Baseball Coach

Retirement

Professional

Support Staff

Transfers

Professional

Brandy Warren

Stacia Anglin

Gavin Gordon

Shelby Owens

Chastity Lampley

Robin DeVault

EHMS Math to HCMS ELA

Alternative School to CES School Counselor

EHHS to HCHS Physical Education/Girls Basketball

HCMS ELA Teacher to Math Teacher

HCMS ELA Teacher to Special Education

HCMS ELA Teacher to Library Steam Specialist

Support Staff

Chelsea Anglin

CES/CIS to CES Pre-K Assistant

Appointment

Professional

Joey Chilton

Kimberly Clark

Gabby Poston

Ben Bentley

CTE Director

HCMS Boys & Girls Cross-Country Coach

HCMS Girls Soccer Coach

HCHS Girls Cross-Country Coach

Support Staff

Christie Carter

Madelyn True*

Heather Nihoff

Allie Burgess

Adam Huffines

Caleb Garrett

Ben Green

HCMS Volleyball Coach

HCMS Assistant Volleyball Coach

EHMS Volleyball Coach

EHMS Girls Basketball Coach

EHMS Asst. Football Coach

EHMS Asst. Football Coach

HCMS Head Football Coach

Open Positions

2 Secondary Math Positions

2 Secondary English Positions

2 Secondary Science Positions

1 Spanish Position

2 Special Education Positions

1 Speech Language Position

1 Behavior Support Position

Bus Drivers

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

141	General Purpose School	Account	Description	Year-To-Date		Month-To-Date		% of Avg
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	
Revenues								
40110		Current Property Tax	2,953,439.00	(3,121,833.13)	105.70 %	246,119.92	(16,631.50)	6.76 %
40120		Trustee's Collections - Prior Year	80,000.00	(69,012.55)	86.27 %	6,666.67	(153.65)	2.30 %
40125		Trustee's Collections - Bankruptcy	0.00	(1,594.63)	0.00 %	0.00	(6.00)	0.00 %
40130		Cir Clk/Clk & Master Collections-Pr Yr	45,000.00	(41,639.90)	92.53 %	3,750.00	(9,330.70)	248.82 %
40140		Interest And Penalty	21,000.00	(14,850.67)	70.72 %	1,750.00	(963.80)	55.07 %
40161		Payments In Lieu Of Taxes - T. V. A.	4,000.00	(3,035.57)	75.89 %	333.33	(274.38)	82.31 %
40162		Payments In Lieu Of Taxes-Local	6,000.00	(6,000.00)	100.00 %	500.00	0.00	0.00 %
40210		Local Option Sales Tax	2,100,000.00	(2,406,888.53)	114.61 %	175,000.00	(222,594.77)	127.20 %
40270		Business Tax	30,000.00	(41,812.09)	139.37 %	2,500.00	(7,131.03)	285.24 %
41110		Marriage Licenses	1,300.00	(1,102.00)	84.77 %	108.33	(104.50)	96.46 %
43517		Tuition - Other	2,000.00	(2,900.00)	145.00 %	166.67	0.00	0.00 %
43570		Receipts From Individual Schools	30,000.00	(7,696.01)	25.65 %	2,500.00	(5,027.40)	201.10 %
43582		Community Service Fees - Adults	200.00	(109.70)	54.85 %	16.67	(5.50)	33.00 %
44120		Lease/Rentals	1,000.00	(10,601.81)	1,060.18 %	83.33	0.00	0.00 %
44170		Miscellaneous Refunds	30,000.00	(49,055.89)	163.52 %	2,500.00	(48,427.08)	1,937.08 %
44530		Sale Of Equipment	10,000.00	(11,729.10)	117.29 %	833.33	0.00	0.00 %
44560		Damages Recovered From Individuals	3,000.00	(866.11)	28.87 %	250.00	(192.08)	76.83 %
44570		Contributions & Gifts	15,000.00	(18,360.94)	122.41 %	1,250.00	0.00	0.00 %
46511		Basic Education Program	22,770,000.00	(22,458,203.39)	98.63 %	1,897,500.00	(1,733,112.84)	91.34 %
46515		Early Childhood Education	417,796.00	(417,795.99)	100.00 %	34,816.33	(97,427.20)	279.83 %
46520		School Food Service	22,000.00	(19,518.14)	88.72 %	1,833.33	0.00	0.00 %
46550		Driver Education	10,000.00	(434.45)	4.34 %	833.33	(434.45)	52.13 %
46590		Other State Education Funds	685,716.71	0.00	0.00 %	57,143.06	0.00	0.00 %
46591		Coordinated School Health	90,000.00	(76,674.23)	85.19 %	7,500.00	0.00	0.00 %
46594		Family Resource Centers	59,223.00	(59,223.30)	100.00 %	4,935.25	0.00	0.00 %
46610		Career Ladder Program	50,000.00	(54,256.78)	108.51 %	4,166.67	0.00	0.00 %
46851		State Revenue Sharing -T.V.A.	240,000.00	(201,011.04)	83.75 %	20,000.00	(50,252.76)	251.26 %
46980		Other State Grants	0.00	(271,914.00)	0.00 %	0.00	0.00	0.00 %
46981		Safe Schools	86,560.00	(85,904.41)	99.24 %	7,213.33	(85,904.11)	1,190.91 %
46990		Other State Revenues	15,000.00	(5,473.80)	36.49 %	1,250.00	(427.74)	34.22 %
47640		Rotc Reimbursement	70,000.00	(71,502.69)	102.15 %	5,833.33	(7,219.95)	123.77 %
48990		Other	88,676.79	(19,800.00)	22.33 %	7,389.73	0.00	0.00 %
49700		Insurance Recovery	10,000.00	0.00	0.00 %	833.33	0.00	0.00 %
49800		Transfers In	25,000.00	0.00	0.00 %	2,083.33	0.00	0.00 %
Total Revenues				(29,550,800.85)	98.59 %	2,497,659.29	(2,285,621.44)	91.51 %
Expenditures								
71100		Regular Instruction Program	(14,932,275.12)	13,612,300.96	91.16 %	(1,244,356.26)	1,091,825.36	87.74 %

141	General Purpose School	Year-To-Date			Month-To-Date		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
71150	Alternative Instruction Program	(180,671.00)	156,357.69	86.54 %	(15,055.92)	(2,210.14)	-14.68 %
71200	Special Education Program	(3,194,103.00)	3,014,702.60	94.38 %	(266,175.25)	553,897.31	208.09 %
71300	Career and Technical Education	(1,264,794.50)	1,057,931.71	83.64 %	(105,399.54)	200,917.59	190.62 %
72110	Attendance	(175,970.00)	83,376.96	47.38 %	(14,664.17)	8,641.60	58.93 %
72120	Health Services	(386,008.00)	366,407.99	94.92 %	(32,167.33)	25,612.01	79.62 %
72130	Other Student Support	(1,020,144.00)	931,074.34	91.27 %	(85,012.00)	180,542.50	212.37 %
72210	Regular Instruction Program	(1,349,864.80)	1,244,799.10	92.22 %	(112,488.73)	207,644.72	184.59 %
72220	Special Education Program	(121,505.00)	96,245.75	79.21 %	(10,125.42)	7,861.96	77.65 %
72230	Career and Technical Education	(126,749.29)	119,800.55	94.52 %	(10,562.44)	23,251.58	220.13 %
72250	Technology	(339,567.00)	298,978.45	88.05 %	(28,297.25)	12,232.55	43.23 %
72290	Other Programs	(35,000.00)	19,010.57	54.32 %	(2,916.67)	0.00	0.00 %
72310	Board Of Education	(669,913.00)	476,022.81	71.06 %	(55,826.08)	25,294.79	45.31 %
72320	Director Of Schools	(310,564.00)	285,538.54	91.94 %	(25,880.33)	43,051.75	166.35 %
72410	Office Of The Principal	(1,853,785.00)	1,677,191.97	90.47 %	(154,482.08)	385,635.25	249.63 %
72510	Fiscal Services	(45,000.00)	45,000.00	100.00 %	(3,750.00)	0.00	0.00 %
72610	Operation Of Plant	(2,389,305.57)	2,041,427.09	85.44 %	(199,108.80)	96,537.91	48.49 %
72620	Maintenance Of Plant	(1,185,022.00)	969,355.42	81.80 %	(98,751.83)	65,840.21	66.67 %
72710	Transportation	(2,433,392.26)	1,973,157.19	81.09 %	(202,782.69)	206,006.01	101.59 %
72810	Central And Other	(257,500.00)	91,510.88	35.54 %	(21,458.33)	49,884.51	232.47 %
73100	Food Service	(77,477.96)	26,109.64	33.70 %	(6,456.50)	26,109.64	404.39 %
73300	Community Services	(132,316.00)	127,342.99	96.24 %	(11,026.33)	22,963.39	208.26 %
73400	Early Childhood Education	(473,041.00)	380,425.63	80.42 %	(39,420.08)	86,289.58	218.90 %
76100	Regular Capital Outlay	(450,000.00)	419,567.40	93.24 %	(37,500.00)	170,276.40	454.07 %
99100	Transfers Out	(165,000.00)	163,284.00	98.96 %	(13,750.00)	0.00	0.00 %
Total	Expenditures	(33,568,968.50)	29,676,920.23	88.41 %	(2,797,414.04)	3,488,106.48	124.69 %
Total 141	General Purpose School	(3,597,057.00)	126,119.38	3.51 %	(299,754.75)	1,202,485.04	401.16 %

142	School Federal Projects	Year-To-Date			Month-To-Date		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Account	Description						
Revenues							
44170	Miscellaneous Refunds	0.00	0.00	0.00 %	0.00	0.00	0.00 %
47131	Vocational Educ - Basic Grants To	109,612.01	(109,612.01)	100.00 %	9,134.33	(8,887.26)	97.30 %
47141	Title 1 Grants To Local Educ Agencies	1,186,986.69	(1,058,295.46)	89.16 %	98,915.56	(195,793.03)	197.94 %
47143	Special Education - Grants To States	1,038,457.86	(717,367.57)	69.08 %	86,538.16	(148,892.11)	172.05 %
47145	Special Education Preschool Grants	38,311.92	(10,490.88)	27.38 %	3,192.66	0.00	0.00 %
47146	English Language Acquisition Grants	163,325.97	(31,872.20)	19.51 %	13,610.50	(10,062.61)	73.93 %
47148	Rural Education	136,635.33	(26,547.03)	19.43 %	11,386.28	(10,390.08)	91.25 %
47189	Eisenhower Prof Development State	189,897.40	(166,717.79)	87.79 %	15,824.78	(39,149.88)	247.40 %
47301	COVID-19 Grant #1	256,012.87	(175,566.62)	68.58 %	21,334.41	0.00	0.00 %
47307	COVID-19 Grant B	2,801,712.86	(72,494.59)	2.59 %	233,476.07	0.00	0.00 %
47309	COVID-19 Grant D	288,000.00	(208,058.30)	72.24 %	24,000.00	(122,058.30)	508.58 %
47401	American Rescue Plan Act Grant #1	8,171,426.08	(780,309.84)	9.55 %	680,952.17	(520,044.93)	76.37 %
47402	American Rescue Plan Act Grant #2	202,505.77	(53,957.71)	26.65 %	16,875.48	(53,957.71)	319.74 %
47403	American Rescue Plan Act Grant #3	13,501.22	0.00	0.00 %	1,125.10	0.00	0.00 %
47404	American Rescue Plan Act Grant #4	36,654.70	(9,172.80)	25.02 %	3,054.56	(9,172.80)	300.30 %
47590	Other Federal Through State	333,914.58	(298,400.06)	89.36 %	27,826.22	(28,661.29)	103.00 %
Total	Revenues	14,966,955.26	(3,718,862.86)	24.85 %	1,247,246.27	(1,147,070.00)	91.97 %
Expenditures							
71100	Regular Instruction Program	(4,960,000.07)	1,623,144.69	32.72 %	(413,333.34)	482,296.13	116.68 %
71150	Alternative Instruction Program	(75,000.00)	21,473.57	28.63 %	(6,250.00)	21,473.57	343.58 %
71200	Special Education Program	(1,018,649.33)	566,425.75	55.61 %	(84,887.44)	192,604.70	226.89 %
71300	Career and Technical Education	(86,184.46)	86,183.45	100.00 %	(7,182.04)	6,515.59	90.72 %
72110	Attendance	(100,000.00)	31,271.44	31.27 %	(8,333.33)	31,271.44	375.26 %
72120	Health Services	(63,823.20)	51,405.62	80.54 %	(5,318.60)	51,405.62	966.53 %
72130	Other Student Support	(812,102.11)	416,101.87	51.24 %	(67,675.18)	58,154.73	85.93 %
72210	Regular Instruction Program	(1,742,093.13)	905,654.98	51.99 %	(145,174.43)	490,380.46	337.79 %
72220	Special Education Program	(560,140.90)	370,638.55	66.17 %	(46,678.41)	101,266.87	216.95 %
72230	Career and Technical Education	(2,497.30)	2,497.30	100.00 %	(208.11)	2,497.30	1,200.00 %
72250	Technology	(255,000.00)	75,523.90	29.62 %	(21,250.00)	0.00	0.00 %
72610	Operation Of Plant	(2,050,548.17)	23,720.00	1.16 %	(170,879.01)	0.00	0.00 %
72710	Transportation	(3,000.00)	0.00	0.00 %	(250.00)	0.00	0.00 %
73100	Food Service	(219,416.80)	0.00	0.00 %	(18,284.73)	0.00	0.00 %
76100	Regular Capital Outlay	(3,008,003.58)	0.00	0.00 %	(250,666.97)	0.00	0.00 %
99100	Transfers Out	(10,496.21)	0.00	0.00 %	(874.68)	0.00	0.00 %
Total	Expenditures	(14,966,955.26)	4,174,041.12	27.89 %	(1,247,246.27)	1,437,866.41	115.28 %
Total	142	0.00	455,178.26	100.00 %	0.00	290,796.41	0.00 %
			School Federal Projects				

143	Central Cafeteria	Year-To-Date			Month-To-Date		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Revenues							
43521	Lunch Payments - Children	0.00	0.00	0.00 %	0.00	0.00	0.00 %
43522	Lunch Payments - Adults	75,000.00	(30,752.11)	41.00 %	6,250.00	(240.86)	3.85 %
43523	Income From Breakfast	10,000.00	(886.10)	8.86 %	833.33	(30.50)	3.66 %
43525	A La Carte Sales	175,000.00	(148,618.65)	84.92 %	14,583.33	(469.33)	3.22 %
43570	Receipts From Individual Schools	0.00	0.00	0.00 %	0.00	0.00	0.00 %
44110	Investment Income	200.00	(129.10)	64.55 %	16.67	(15.15)	90.90 %
44170	Miscellaneous Refunds	0.00	0.00	0.00 %	0.00	0.00	0.00 %
44530	Sale Of Equipment	0.00	(9.00)	0.00 %	0.00	0.00	0.00 %
47111	USDA School Lunch Program	1,340,000.00	(1,713,678.51)	127.89 %	111,666.67	(21,133.50)	18.93 %
47112	USDA - Commodities	0.00	(88,790.56)	0.00 %	0.00	(88,790.56)	0.00 %
47113	Breakfast	560,000.00	(594,213.25)	106.11 %	46,666.67	(9,940.68)	21.30 %
47114	USDA - Other	15,000.00	(35,334.26)	235.56 %	1,250.00	0.00	0.00 %
	Total Revenues	2,175,200.00	(2,612,411.54)	120.10 %	181,266.67	(120,620.58)	66.54 %
Expenditures							
73100	Food Service	(2,175,200.00)	2,068,375.41	95.09 %	(181,266.67)	16,466.89	9.08 %
	Total Expenditures	(2,175,200.00)	2,068,375.41	95.09 %	(181,266.67)	16,466.89	9.08 %
Total	143 Central Cafeteria	0.00	(544,036.13)	100.00 %	0.00	(104,153.69)	0.00 %

Hickman County Board of Education
Budget Amendment No. 1
Federal Programs (Fund 142)
July 11, 2022

Account	Description	Debit	Credit	Justification
47309 - - - 950	Revenue	\$ 30,000.00		Literacy Stipends
71100 - 189 - - 950	Other Salaries & Wages		30,000.00	
		\$ 30,000.00	\$ 30,000.00	

Approved:

Attest:

Amv Brvant

Michelle Gilbert

Hickman County Board of Education
 Budget Amendment 35
 Fund 143 - Food Service
 June 6, 2022

Account	Description	Debit	Credit	Justification
73100 - 165 - -	Cafeteria Personnel	\$ 5,000.00		To cover expenditures in excess of original budget in food service
73100 - 599 - -	Other Charges	\$ 5,000.00		
73100 - 204 - -	State Retirement	\$ 5,000.00		
73100 - 355 - -	Travel		\$ 100.00	
73100 - 399 - -	Other Contracted Services		10,039.17	
73100 - 119 - -	Accountants/Bookkeepers		4,860.83	
	TOTALS	\$ 15,000.00	\$ 15,000.00	

Approved:

Amy Bryant

Amy Bryant

Attest:

Michelle Gilbert

Michelle Gilbert

Hickman County Board of Education
 Budget Amendment 36
 Fund 141 - General Purpose
 June 6, 2022

Account	Description	Debit	Credit	Justification
71150 - 207 - -	Medical Insurance	\$ 9,750.00		To cover expenditures in excess of original budget amounts
71150 - 429 - -	Inst Supplies & Materials	187.21		
71150 - 499 - -	Othe Supplies & Matierials	105.54		
71150 - 163 - -	Educational Assistants	628.96		
71150 - 204 - -	State Retirement	2,636.07		
71150 - 201 - -	Social Security		584.82	
71150 - 116 - -	Teachers		12,722.96	
72310 - 506 - -	Liability Insurance	5,000.00		
72310 - 510 - -	Trustees Commission		5,000.00	
72250 - 355 - -	Travel	788.04		
72250 - 105 - -	Supervisor		788.04	
	TOTALS	<u>\$ 19,095.82</u>	<u>\$ 19,095.82</u>	

Approved:



Amy Bryant

Attest:



Michelle Gilbert

**Hickman County Board of Education
 Budget Amendment 37
 Fund 142 - Federal Programs
 June 9, 2022**

Account	Description	Debit	Credit	Justification
47141 - - - 111 71100 - 429 - - 111	ATSI 2019 Inst Supplies & Materials	\$ 733.50	\$ 733.50	To Record carryover budget and expenditures for ATSI 2019 Grant
TOTALS		\$ 733.50	\$ 733.50	

Approved:

Amy Bryant

Amy Bryant

Attest:

Michelle Gilbert

Michelle Gilbert

Hickman County Board of Education
Budget Amendment 38
Fund 141 - General Purpose
June 9, 2022

Account	Description	Debit	Credit	Justification
72120 - 207 -	Medical Insurance	\$ 6,600.00		To cover expenditures in excess of original budget
72120 - 131 -	Medical Personnel		\$ 5,000.00	
72120 - 189 - CHG	Other Salaries		1,000.00	
72120 - 201 -	Social Security		500.00	
72120 - 201 - CHG	Social Security		100.00	
71100 - 128 -	Homebound	1,000.00		To cover expenditures in excess of original budget
71100 - 140 -	Supplements		1,000.00	
TOTALS		\$ 7,600.00	\$ 7,600.00	

Approved:

Amy Bryant

Amy Bryant

Attest:

Michelle Gilbert

Michelle Gilbert

Hickman County Board of Education
 Budget Amendment 39
 Fund 142 - Federal Programs
 June 14, 2022


Account	Description	Debit	Credit	Justification
72210 - 189 - - 937	Other Salaries & Wages	75,000.00		Approved ePlan revisions (6/14/2022) for TN All Corps Grant
72210 - 201 - - 937	Social Security	4,650.00		
72210 - 212 - - 937	Medicare	1,087.50		
72210 - 204 - - 937	State Retirement		7,725.00	
72210 - 429 - - 937	Instructional Supplies & Materials		32,405.24	
72210 - 599 - - 937	Other Charges		40,607.26	
TOTALS		<u>\$ 80,737.50</u>	<u>\$ 80,737.50</u>	

Approved:



Amy Bryant

Attest:



Michelle Gilbert

Hickman County Board of Education
 Budget Amendment - 40
 Fund 142 - Federal Programs
 June 27, 2022

Account	Description	Debit	Credit	Justification
71300 - 204 - - 801	State Retirement	\$442.56		To bring CTE Perkins Basic budget into alignment with ePlan
71300 - 730 - - 801	Voc Inst Equipment	878.09		
72130 - 201 - - 801	Social Security	268.00		
72230 - 204 - - 801	State Retirement	66.40		
71300 - 163 - - 801	Educational Asst		\$328.50	
71300 - 201 - - 801	Social Security		219.80	
72130 - 189 - PD - 801	Other Salaries & Wages		725.35	
72130 - 201 - PD - 801	Social Security		323.24	
72130 - 204 - - 801	State Retirement		21.66	
72230 - 162 - - 801	Clerical Personnel		36.50	
72130 - 499 - - 964	Other Supplies & Materials	4,000.00		To bring Project Aware budget into alignment with ePlan
72130 - 399 - - 964	Other Contracted Services		4,000.00	
TOTALS		<u>\$ 5,655.05</u>	<u>\$ 5,655.05</u>	

Approved:

Amy Bryant

Amy Bryant

Attest:

Michelle Gilbert

Michelle Gilbert

Hickman County Board of Education
 Budget Amendment 41
 Fund 142 - Federal Programs
 June 30, 2022

Account			Description	Debit	Credit	Justification
71100	204	930	State Retirement	\$ 264.72		Revision to bring into agreement with approved FY 2022 ePlan allowing total expenditure of ESSER funds.
71100	429	930	Instructional Supplies & Mat		\$ 1,065.26	
71100	499	930	Other Supplies & Mat	889.84		
71100	722	930	Regular Instruction Equipment	433.70		
71200	163	930	Educational Assitants	1,841.71		
71200	201	930	Sociel Security	829.98		
71200	212	930	Employer Medicare	194.35		
72120	204	930	State Retirement	315.84		
72210	399	930	Other Contracted Services		748.56	
99100	504	930	Indirect Cost		2,956.32	
TOTALS				\$ 4,770.14	\$ 4,770.14	

Approved:

Amy Bryant

Attest:



Michelle Gilbert



Recommendations for Tenure

July 2022

(Required: Names Read Aloud and Voted upon by Board of Education)

Jennifer Cooper

Approved: _____

Director of Schools

*tenure reinstated after two years of employment due to previous tenure in the system

Student Discipline Hearing Authority
2022-2023

Beth Robinson--EHHS

Cynthia Hughes--EHIS

Bryan Anglin--EHMS

Tarrah Lawson--CIS

Clay Chessor--HCHS

Eric Cannon--Special Programs

Becky Malugin--Chair



East Hickman Elementary School will not have any fees for the upcoming 2022-2023 school year.

Leigha Coble, Principal

East Hickman Intermediate School



Marcy Tidwell, Principal
Cyndi Hughes, Assistant Principal

East Hickman Intermediate School will not request any fees for the 2022-23 school year.

Sincerely,

Marcy Tidwell

Mrs. Gilbert,

East Hickman Middle School will require the following fees for the 2022-2023 school year:

- A. Reward Trips; usually less than \$15; voluntary; assistance is available for students who need it.
- B. Athletics: All athletes are responsible for their specific types of shoes. Football has a fee of \$250 to offset equipment and food. Cheerleaders are responsible for \$400 in equipment (uniform, shoes, bags, etc.) Golf has a \$5.00 fee per member for each use of the Centerville Municipal Golf Course.
- C. Jr. Beta has membership fees of \$15 per year.

Respectfully,



Bryan Anglin

Principal

East Hickman Middle School

East Hickman High School Fees 2022-2023

1. Parking Fee - \$10.00 (\$5 for graduation and \$5 for student incentives)

2. Graduation

- Cap and Gown - \$45.00
- Lack of Credits – Students who lack up to two credits may pay \$150.00 per credit to participate in graduation. Upon completion of credit a complete refund of funds is returned to the student.

3. Club Dues

- Varies by club – usually under \$20.00
- Voluntary participation

4. Reward Trips

- Varies by trip
- Usually under \$40.00
- Voluntary participation

5. Athletics and Band

- Students purchase footwear
- \$200.00 Band Camp Fee for 2 weeks
- Cheerleading – shoes, warm-ups, camp wear, squad classes, accessories
- Athletic Camps - varies by sport

6. Credit Recovery

- Students having to complete credit recovery will be required to pay \$50.00 per course.

7. Science Lab Fees

- \$5 per student for non-reusable materials

8. Yearbook

- Averages \$65 without additional options
- Voluntary Participation

9. AP Courses

- \$90 per course

10. ACT Bootcamp in June 2023

- \$75 - covers the test, practice materials, and snacks



CENTERVILLE ELEMENTARY SCHOOL

Jennifer Hudgins, Principal
(931) 729-2212

104 Mary Field Ave.
Centerville, TN 37033

July 5, 2022

Dear Mrs. Gilbert,

Centerville Elementary School will not be requesting school fees for the 2022-2023 school year.

Sincerely,

Jennifer Hudgins

July 6, 2022

Centerville Intermediate School will not require any fees for the 2022-2023 school year.

**HCMS School Fees
2022-2023**

July 5, 2022

Hickman County Middle School will not require any school fees for the 2022-2023 school year.

Sincerely,

Tina S. Thigpen

Hickman County High School
2022 - 23
Fees

1. Parking Fee - \$10.00

2. Graduation
 - > Cap and Gown - \$45 (may depend on Balfour's prices)
 - > Balfour provides a limited number of free caps and gowns for those in need.
 - > Lack of Credits- Students who lack up to two credits may pay \$150 per credit to participate in graduation. Refunds are issued when credits are recovered.

3. Club dues
 - > Varies by club
 - > Usually under \$20
 - > Voluntary participation

4. Reward Trips
 - > Varies by trip
 - > Usually under \$30
 - > Voluntary participation

5. Various classes require students to purchase materials
 - > This falls under the fee waiver system >

Theater - Actual costs of scripts

Art I - \$14; Art II - \$100; Art III - \$12 (various supplies)

Biology I - \$10 (lab supplies), Biology II - \$15 (covers dissections), Anatomy - \$25

Accounting - \$25 (covers practice sets)

Computer Applications - \$5 (ink and paper)

Cosmetology - \$100 - (covers supplies and labs)

Family and Consumer Science - \$5 (cooking supplies)

Nutrition and Food - \$10 (cooking supplies)

Child Development - \$5 (class supplies)

Athletics and Band > Students purchase footwear / Shirt and Camp Fees - \$75

> Tennis players purchase uniforms > Students are responsible for camp fees > Track meet fees - \$25

Recommended Meal Charges for Students

Breakfast	\$1.50	All Schools
Lunch	\$2.50	Elementary & Intermediate
Lunch	\$2.75	Middle & High Schools

May
 ADA 2874
 ADP 2413
 Participation Rate 84%

Breakfast
 ADA 2874
 ADP 1501
 52%

Reimbursement Rates

2.50 K-5
 2.75 6-12

Projection of Lunch Revenues from Students

Students	FREE	RED	Pay	Free	Red	Pay	Free	Red	Pay	Free	Red	Pay	Total					
													Reimb	Pay	Reimb	Pay		
316	297 CES	39.50%	13.70%	46.80%	249	98	34	117	\$ 352.80	\$ 108.80	\$ 49.14	\$ -	\$ 13.60	\$ 292.50	\$ 352.80	\$ 122.40	\$ 341.64	
322	303 CIS	44.09%	9.00%	46.91%	254	112	23	119	\$ 403.20	\$ 73.60	\$ 49.98	\$ -	\$ 9.20	\$ 297.50	\$ 403.20	\$ 82.80	\$ 347.48	
409	385 EHES	46.26%	8.31%	45.43%	323	149	27	147	\$ 536.40	\$ 86.40	\$ 61.74	\$ -	\$ 10.80	\$ 367.50	\$ 536.40	\$ 97.20	\$ 429.24	
369	347 EHIS	44.71%	12.19%	43.10%	291	130	35	125	\$ 468.00	\$ 112.00	\$ 52.50	\$ -	\$ 14.00	\$ 312.50	\$ 468.00	\$ 126.00	\$ 365.00	
338	318 HCMMS	39.75%	9.50%	50.76%	267	106	25	136	\$ 381.60	\$ 80.00	\$ 57.12	\$ -	\$ 10.00	\$ 374.00	\$ 381.60	\$ 90.00	\$ 431.12	
360	339 EHMS	49.85%	10.58%	39.57%	285	142	30	113	\$ 511.20	\$ 96.00	\$ 47.46	\$ -	\$ 12.00	\$ 310.75	\$ 511.20	\$ 108.00	\$ 358.21	
437	411 HCHS	42.10%	4.34%	53.56%	345	145	15	185	\$ 522.00	\$ 48.00	\$ 77.70	\$ -	\$ 6.00	\$ 508.75	\$ 522.00	\$ 54.00	\$ 586.45	
504	474 EHHHS	39.75%	8.94%	51.31%	398	158	36	204	\$ 568.80	\$ 115.20	\$ 85.68	\$ -	\$ 14.40	\$ 561.00	\$ 568.80	\$ 129.60	\$ 646.68	
3055	2874				2412				\$ 3,744.00	\$ 720.00	\$ 481.32	\$ -	\$ 90.00	\$ 3,024.50	\$ 3,744.00	\$ 810.00	\$ 3,505.82	
																		\$ 1,370,169.40

\$ 529,465.00

Projection of Lunch Revenues from Students
 Reimbursement Rates

1.50 K-5
 1.50 6-12

Projected Charges

Students	FREE	RED	Pay	Free	Red	Pay	Free	Red	Pay	Free	Red	Pay	Total					
													Reimb	Pay	Reimb	Pay		
316	297 CES	39.50%	13.70%	46.80%	155	61	21	73	\$ 137.86	\$ 41.16	\$ 23.36	\$ -	\$ 6.30	\$ 109.50	\$ 137.86	\$ 47.46	\$ 132.86	
322	303 CIS	44.09%	9.00%	46.91%	158	70	14	74	\$ 158.20	\$ 27.44	\$ 23.68	\$ -	\$ 4.20	\$ 111.00	\$ 158.20	\$ 31.64	\$ 134.68	
409	385 EHES	46.26%	8.31%	45.43%	201	93	17	91	\$ 210.18	\$ 33.32	\$ 29.12	\$ -	\$ 5.10	\$ 136.50	\$ 210.18	\$ 38.42	\$ 165.62	
369	347 EHIS	44.71%	12.19%	43.10%	181	81	22	78	\$ 183.06	\$ 43.12	\$ 24.96	\$ -	\$ 6.60	\$ 117.00	\$ 183.06	\$ 49.72	\$ 141.96	
338	318 HCMMS	39.75%	9.50%	50.76%	166	66	16	84	\$ 149.16	\$ 31.36	\$ 26.88	\$ -	\$ 4.80	\$ 126.00	\$ 149.16	\$ 36.16	\$ 152.88	
360	339 EHMS	49.85%	10.58%	39.57%	177	88	19	70	\$ 198.88	\$ 37.24	\$ 22.40	\$ -	\$ 5.70	\$ 105.00	\$ 198.88	\$ 42.94	\$ 127.40	
437	411 HCHS	42.10%	4.34%	53.56%	215	91	9	115	\$ 205.66	\$ 17.64	\$ 36.80	\$ -	\$ 2.70	\$ 172.50	\$ 205.66	\$ 20.34	\$ 205.30	
504	474 EHHHS	39.75%	8.94%	51.31%	248	99	22	127	\$ 223.74	\$ 43.12	\$ 40.64	\$ -	\$ 6.60	\$ 190.50	\$ 223.74	\$ 49.72	\$ 231.14	
3055	2874				1501				\$ 1,466.74	\$ 274.40	\$ 227.84	\$ -	\$ 42.00	\$ 1,068.00	\$ 1,466.74	\$ 227.84	\$ 1,370,169.40	
																		\$ 523,426.60
																		\$ 3,078.98

\$ 188,700.00

**BEP SALARY SCHEDULE
HICKMAN COUNTY SCHOOLS
FY 2023**

Approved June 6, 2022

YEARS	BACHELORS	MASTERS	MASTERS + 30/40
0	\$41,600	\$43,700	\$45,200
1	\$42,300	\$44,200	\$46,800
2	\$43,000	\$45,100	\$47,700
3	\$43,100	\$45,300	\$47,800
4	\$43,200	\$45,600	\$47,900
5	\$43,400	\$46,100	\$48,600
6	\$44,400	\$47,400	\$49,100
7	\$45,000	\$47,700	\$49,800
8	\$45,300	\$47,900	\$50,400
9	\$45,700	\$48,500	\$50,800
10	\$46,100	\$49,000	\$51,300
11	\$47,100	\$51,400	\$52,800
12	\$47,400	\$52,300	\$53,400
13	\$47,600	\$52,400	\$53,500
14	\$47,800	\$52,500	\$53,700
15	\$48,000	\$52,700	\$54,100
16	\$49,900	\$54,500	\$56,200
17	\$50,900	\$55,100	\$56,800
18	\$51,000	\$55,200	\$57,100
19	\$51,200	\$55,300	\$57,200
20	\$51,300	\$55,400	\$58,100
21	\$52,900	\$57,100	\$59,700
22	\$53,000	\$57,200	\$59,900

23		\$53,100		\$57,300		\$60,000	
24		\$53,200		\$57,400		\$60,100	
25		\$53,400		\$57,500		\$60,200	
26		\$53,500		\$57,700		\$60,300	
27		\$53,700		\$57,800		\$60,400	
28		\$53,800		\$57,900		\$60,500	
29		\$53,900		\$58,000		\$60,600	
30		\$54,500		\$58,300		\$61,200	



Ed.S.	Ed.D/Ph.D.
\$46,400	\$48,700
\$48,000	\$50,300
\$48,600	\$51,400
\$48,800	\$51,600
\$48,900	\$51,800
\$49,300	\$52,000
\$49,800	\$52,200
\$50,500	\$53,200
\$51,100	\$54,300
\$51,700	\$55,300
\$52,100	\$56,500
\$53,900	\$57,700
\$54,500	\$58,100
\$54,900	\$58,400
\$55,100	\$59,600
\$55,600	\$59,900
\$58,000	\$62,200
\$58,900	\$63,400
\$59,500	\$64,200
\$59,800	\$64,300
\$60,300	\$65,200
\$61,900	\$66,900
\$62,200	\$67,100

\$62,300		\$67,300
\$62,400		\$67,500
\$62,500		\$67,700
\$62,600		\$67,900
\$62,800		\$68,200
\$62,900		\$68,400
\$63,000		\$68,600
\$63,400		\$70,300



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

To: School Board Members
From: Misty Shelton
Date: July 2022

1st Reading: changes are either marked through or highlighted on current policies attached

Policy 1.102 - Board Members

Public Chapter 809 revises the qualifications for school board candidates. State law now requires that candidates **be a qualified voter and resident in the county for one year prior to the qualifying deadline for running as a candidate**. This provision appears to solely apply to county districts.

Policy 2.806 - Bids and Quotations- no changes-already in policy that HCSS follows the HC government under the Act of 81.

More school boards will be able to increase their bidding threshold based on Public Chapter 1016. Boards can choose to increase the threshold to \$25,000. The threshold can further be increased to \$50,000 if the district has a centralized purchasing authority with a full-time purchasing agent and the Board votes to increase the limit.

Additionally, a new state law changes bidding requirements for insurance providers. Per Public Chapter 719, services from insurance providers are exempt from bidding requirements.

Policy 3.202 - Emergency Preparedness Plan

School districts are now required to conduct at least one virtual learning drill each year per Public Chapter 936.

Policy 4.101 - Instructional Standards

Policy update to clarify that complaints regarding alleged violations of TCA 49-1-302 regarding prohibited concepts are required to comply with the complaint process outlined by the TN Department of Education's temporary emergency rule. Please note that the regulation below will

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change as the Department of Education implements a permanent regulation. Once the Department releases a final regulation, TSBA will send any recommended changes.

Additionally, TSBA added clarifying language regarding how complaints may be submitted if materials are allegedly in violation of Public Chapter 1085.

Policy 4.210 - Credit Recovery- no changes with the newly adopted State Board uniformed grading scale for 4.600.

The State Board of Education revised the requirements for assigning credit recovery grades. Under the updated State Board policy, districts utilizing a locally-adopted grading scale that differs from the uniform grading scale shall assign a letter grade of D to a student passing credit recovery.

Policy 4.212 - Virtual Education Program

Public Chapter 897 allows districts to utilize virtual instruction for up to two days each semester. This option can only be used in certain scenarios (i.e., severe weather, serious outbreak of illness, and assessments like EOC exams and ACT).

Policies 4.402 and 4.403 - Reconsideration of Materials

Public Chapter 744, known as the Age-Appropriate Materials Act, creates new requirements for Boards. This Act requires school districts to: **(1) maintain and post online a current list of the materials in the school's library collection; and (2) adopt a policy for developing and reviewing school library collections.** This required policy must contain procedures for developing a library collection, receiving and evaluating feedback, and periodically reviewing the library collection to ensure that it contains materials appropriate for the age and maturity levels of students who may access them and that it is suitable for and consistent with the educational mission of the school.

To assist districts in complying with this law, TSBA has created a new model policy (4.402) and revised an existing model policy (4.403). Model policy 4.402 contains the process for handling complaints about textbooks and instructional materials while model policy 4.403 has been reworked to align with this new state law and focuses solely on library materials. Please note that Boards may revise these policies to align with local standards. TSBA encourages reaching out to the local board attorney if there are legal concerns. Additionally, TSBA expects the state Textbook Commission and Instructional Materials Quality Commission to release further guidance on this topic by December 1st per Public Chapter 1137.

TSBA recommends placing current board policy 4.202 in an administrative procedure if the Director feels there is a need to maintain this information. If not, the board could simply decide to remove current board policy 4.402 from its manual. The board could then renumber its current board policy 4.403 to be numbered as 4.402 and adopt model policy 4.403 regarding library materials.

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Policy 4.406 - Use of the Internet

Policy updated to align with the requirements of Public Chapter 1002. This new law requires Boards to have a policy in place regarding complaints about how vendors provide access to online content. The law requires districts to have a policy specifically allowing these complaints and stating how they will be handled.

Policy 4.600 - Grading Systems

A new state law changes the grading scale for students in grades 9-12 beginning in the 2022-2023 school year. Instead of using a seven-point scale, grades will now be reported on a ten-point scale for purposes of application for post secondary financial assistance. The State Board of Education is expected to update their grading scale policy in response to this legislation, and TSBA will send out any further recommendations as needed. The recommendation for HCSS would be to use this grading scale throughout all grades for consistency.

Policies 5.119, 5.200, 5.201, and 5.701 - Employment of Retirees

Due to the increased vacancies across the state, the General Assembly passed Public Chapter 821 – allowing an additional option for employment of retirees to fill these roles. To clarify the options for employing retirees, TSBA has created model policy 5.119. Additionally, information on retirees has been removed from 5.200, 5.201, and 5.701 to help provide clarity.

Policy 5.201 - Separation Practices for Non-Tenured Teachers

Public Chapter 678 requires districts to include additional information when providing notices of non-renewal in certain instances. If a teacher is non-renewed due to the lack of funding for the position, the non-renewal notice must include that information as the reason for the non-renewal.

Policy 6.200 - Attendance

Per Public Chapter 878, state law no longer permits the denial of a driver's license due to poor student academic performance.

Policy 6.204 - Attendance of Non-Resident Students- no change- it is already in policy.

In the past, state law permitted districts to decide whether or not to charge tuition to the child of a teacher who lived out of the district but wanted to enroll his/her child in the district in which he/she was employed. Now, Public Chapter 709 expands that discretion to include all employees. As a result, Boards can choose to allow children of district employees to attend school tuition free even though they do not live in the school district.

Policy 6.318 - Admission of Suspended or Expelled Students- adopt new policy

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Previously, state law required that the Commissioner of Education be notified if a district denied enrollment to a student who had been suspended or expelled from another school district. Public Chapter 686 removes that notification requirement, and model policy 6.318 has been updated to reflect that change.

Policy 6.409 - Reporting Child Abuse

Public Chapter 841 narrows the category of individuals who must receive training on child abuse. In the past, state law required all school personnel to receive this training, but moving forward, this training will only be required for employees working directly with students.

Additionally, Public Chapter 781 allows employees to first report to the Department of Children's Services and law enforcement if an alleged instance of child abuse involves someone employed by, previously employed by, or otherwise affiliated with the school district. The district's Child Abuse Coordinator must still be notified; however, in those particular instances, they are not required to be notified until the other entities are contacted.

Policies 1.104 Memberships, 1.105 School Board Legislative Involvement, 1.204 Board Member Development Opportunities- TSBA recommends removing any mention of the National School Boards Association from board policy.

Up for Review:

- 4.500 Community Instructional Resources
- 4.501 School Volunteers
- 4.502 Parent and Family Involvement
- 4.601 Reporting Student Progress
- 4.6011 Homework
- 4.602 Class Ranking
- 4.603 Promotion and Retention
- 4.605 Graduation Requirements
- 4.606 Graduation Activities
- 4.607 Waivers of Statute, Rules and Regulations
- 4.608 Transcript Alterations

Informational items that do not require any policy changes:

Public Chapter 670 - Board Member Compensation

This law requires that board member compensation for county districts be included in the budget presented to the county commission.

View this Public Chapter by [clicking here](#).

Public Chapter 707 - Discipline Policies & Cell Phones

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Public Chapter 707 states that Boards may authorize teachers to withhold a student's cell phone for the duration of the instructional time if the phone is a distraction to the class or student.

View this Public Chapter by [clicking here](#).

Public Chapter 748 - Suicide Prevention Resources

All districts that issue student IDs are now required to include the number for the National Suicide Prevention Lifeline and at least one other resource on these cards. This requirement applies to new ID cards that are issued for grades 6-12. Additionally, this law requires districts to publish the telephone numbers for these resources in each school.

View this Public Chapter by [clicking here](#).

Public Chapter 951 - Foster Care Liaison

Each school district must designate a foster care liaison to facilitate compliance with state and federal laws on students in foster care.

View this Public Chapter by [clicking here](#).

Public Chapter 1021 - Human Trafficking Training

Previously, only teachers were required to receive training on the prevention of human trafficking. Under this new law, however, all employees who work directly with students must receive this training.

View this Public Chapter by [clicking here](#).

Public Chapter 1075 - Complaints Regarding Antisemitism

This Public Chapter requires schools to evaluate complaints of antisemitism using the definition adopted by the International Holocaust Remembrance Alliance. We wanted to make districts aware of this new requirement.

View this Public Chapter by [clicking here](#).

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

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Hickman County Board of Education

	Descriptor Term: Board Members Legal Status	Descriptor Code: 1.102	Issued Date: 05/02/22
		Rescinds: 1.102	Issued: 08/02/21

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

2 **NUMBER¹**

3 The Board is composed of seven (7) members. One member shall be elected from each school district,
4 each school district being composed of one (1) County Commission district.

5 **QUALIFICATIONS**

6 Members of the Board shall be residents elected from districts of substantially equal population and
7 shall be citizens of recognized integrity, intelligence, and ability to administer the duties of the
8 office.^{1,2} To qualify as a candidate, an individual must show proof of:

- 9 1. Graduation from high school or receipt of a GED or HiSET;³ and
- 10 2. Being a qualified voter and resident in the county for one (1) year prior to the qualifying
11 deadline for running as a candidate.⁴

13 Members of the county legislative body and other county governmental officials shall not be eligible
14 for election as members of the county Board of Education.⁵

15 **TERMS OF OFFICE**

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

17 **METHOD OF ELECTION**

18 Members of the Board shall be elected by qualified voters of Hickman County at the August election.

19 **VACANCIES**

20 Vacancies shall be declared to exist on account of death, resignation, removal from the district which
21 elected him, removal from the school system or through due process proceedings.⁶

22 When a vacancy occurs, the unexpired term shall be filled at the next regular or special meeting of the
23 County Commission.⁷ Such appointment shall continue until the next regular election.

Legal References

1. TCA 49-2-201(a)(1)

2. TCA 49-2-202(a)(1)
3. TCA 49-2-202(a)(4)
4. Public Acts of 2022, Chapter No. 809
5. TCA 49-2-202(a)(2)
6. TCA 8-47-101; TCA 49-1-611; TCA 49-2-202(e)(2); Tenn. Att'y Gen. Op. No. 21-14 (September 1, 2021)
7. TCA 49-2-202(e)(1)

Hickman County Board of Education

Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 03/07/22
	Rescinds: 3.202	Issued: 12/02/19

1 The director of schools shall be responsible for developing, maintaining and acquiring Board approval
2 of the district Emergency Preparedness Plan,¹ which shall include procedures for bomb threats, civil
3 disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and medical
4 emergencies.

5 The principal of each school shall develop and implement emergency preparedness drills which shall
6 be approved by the director of schools. When appropriate, such drills shall be held in conjunction with
7 emergency response agencies. These procedures shall be in written form and distributed to all staff,
8 students and parents.

9 **FIRE AND SAFETY DRILLS**

10 The principal shall ensure that one fire drill requiring full evacuation is given every thirty (30) school
11 days, with two (2) fire drills occurring during the first thirty (30) full days of the school year.
12 Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted
13 throughout the year.²

14 The principal shall ensure that three (3) additional safety drills are given during the school year.³ These
15 drills may cover inclement weather, earthquakes, armed intruders, or other emergency drills that do not
16 require full evacuation. A record of all fire or safety drills, including the time and date, shall be kept in
17 each school's office.³

18 **ARMED INTRUDER DRILLS**

19 The director of schools or his/her designee shall ensure that each school safety team conducts at least
20 one (1) armed intruder drill annually in coordination with local law enforcement.⁴

21 **AED DRILLS⁵**

22 All schools shall conduct a CPR and AED drill to ensure students are aware of the steps that must be
23 taken in the event of a medical emergency. The principal shall be responsible for ensuring the drill
24 occurs.

25 **The Director of Schools shall develop the necessary administrative procedures on AED and CPR**
26 **training, planning, notification, and maintenance to comply with state law.**

27 The principal shall regularly check the quantity, locations, and conditions of fire extinguishers and
28 shall give all school personnel instructions on how to properly use fire extinguishers.

29 **MEDICAL EMERGENCIES/PANDEMIC FLU⁶**

1 In the event of medical emergencies, such as a pandemic flu outbreak, school officials shall cooperate
2 and consult with the local and state health departments and other local emergency or healthcare
3 providers in protecting students and the community from further infection. The director of schools
4 shall develop procedures for health emergencies in accordance with state law and regulations.⁶

5 REMOTE LEARNING DRILLS⁷

6 At least once each school year, a remote learning drill shall be conducted. The drill shall accurately
7 reflect how students will transition to remote learning in the event of a disruption to school operations.
8 Students shall not be asked or required to transition to remote learning at any time during the drill.

Legal References

1. TRR/MS 0520-01-02-.30(2); TCA 49-6-804; TCA 49-6-805(8)
2. TCA 68-102-137(b)
3. TCA 68-102-137(f)
4. TCA 49-6-807
5. TCA 49-2-122; TCA 49-6-1208
6. TCA 49-6-3004(a), (e); TCA 49-5-404
7. Public Acts of 2022, Chapter No. 936

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Hickman County Board of Education

	Descriptor Term: Instructional Standards	Descriptor Code: 4.101	Issued Date: 05/02/22
		Rescinds: 4.101	Issued: 08/02/21

1 *General*

2 The Board is charged with selection of the curriculum. No subjects or topics prohibited by state or
3 federal law shall be taught.¹ The Director of Schools shall develop administrative procedures to
4 implement this policy.

5 **STATE STANDARDS²**

6 Only Tennessee state standards shall be taught within the school district. The following are prohibited:

- 7 1. Instructional materials, textbooks, or supplemental materials created to align exclusively with
8 Common Core; or
9
10 2. Instructional materials, textbooks, or supplemental materials that are marketed or otherwise
11 identified as Common Core textbooks or instructional materials.

12 **CURRICULUM AND INSTRUCTIONAL PROGRAMMING**

13 All curriculum and instructional programming implemented in the school district shall adhere to state
14 and federal laws. District employees shall not include or promote any concepts that would violate state
15 law when providing instruction, using instructional or supplemental materials, or when implementing
16 the instructional program and curriculum.¹

17 The Director shall develop procedures to ensure that the district's instructional program complies with
18 state law.

19 **Complaints regarding teaching prohibited concepts in violation of state law shall be submitted per the**
20 **regulation developed by the Tennessee Department of Education.³**

Legal References

Cross References

1. TCA 49-6-2202; TCA 49-6-1304; TCA 49-6-2206;
TCA 49-6-1019
2. TCA 49-1-302(a)(8); TCA 49-1-314
3. TRR/MS 0520-12-04

Controversial Issues 4.800
Controversial Materials 4.801

Hickman County Board of Education

Descriptor Term: Virtual Education Program	Descriptor Code: 4.212	Issued Date: 05/02/22
	Rescinds: 4.212	Issued: 10/04/21

1 *General*

2 The Hickman County virtual education program is a course or series of courses offered by a school
3 district to provide students a broader range of educational opportunities through the use of technology.
4 Utilizing this program is temporary and shall not replace a student's regular instructional program.¹

5 Class size ratios for the virtual education program shall comply with the requirements as outlined in
6 state law.²

7 Virtual education programs³ shall be made available to students for the following purposes:

- 8 1. Academic remediation, enrichment, or providing students access to a wider range of courses;
9
- 10 2. Continuity of educational service for students who are homebound;⁴
11
- 12 3. Continuity of educational service for students who are quarantining;⁵ and
13
- 14 4. Continuity of educational service for students enrolled in an alternative school;⁶ or
15 5. Continuity of educational service when the district utilizes remote instruction due to dangerous
16 or extreme weather conditions, a serious outbreak of illness affecting or endangering students or
17 staff, or during the administration of end of course examinations or other examinations as allowed
18 per state law.⁷

19 **ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

20 Students shall be eligible to utilize a virtual education program if participating in one of the above
21 educational opportunities. The following factors shall also be taken into consideration when
22 determining eligibility:

- 23 1. Attendance;
- 24 2. Grades; and
- 25 3. Technology survey.
26
27
28

29

1 ATTENDANCE

2 Student attendance in the virtual education program shall adhere to the general requirements of board
3 policy 6.200 and any relevant administrative procedures.

4 Methods of confirming student attendance shall include two or more of the following:

- 5 1. Students participating in a phone call with a teacher, with parent/guardian support as
6 appropriate for the age of the student;
- 7 2. Students participating in synchronous virtual instruction;
- 8 3. Students completing work in a learning management system; or
9
- 10 4. Students submitting work via hard-copy or virtual formats.
11
12

13 REMOVAL FROM VIRTUAL EDUCATION PROGRAM

14 A student may be removed from the virtual education program or denied future enrollment in a virtual
15 education program based on disciplinary issues, attendance issues, or poor academic performance.

16 Before a student is removed based on poor academic performance, the following interventions shall
17 occur:

- 18 1. Notification of parent/guardian;
- 19 2. One-on-one assessment conducted by the principal/designee regarding any learning needs and
20 academic performance; and
21
- 22 3. One-on-one virtual support sessions with the student.
23

24 ENROLLMENT AGREEMENT

25 The Director of Schools shall work with the Board's attorney to draft an enrollment agreement for
26 students from other school districts that want access to virtual education program courses.
27

Legal References

1. TRR/MS 0520-01-03-.05(2)
2. TCA 49-1-104(h); State Board of Education Policy
3.206

Cross References

Emergency Closings 1.8011
Homebound Instruction 4.206
Credit Recovery 4.210

3. TCA 49-16-101; TRR/MS 0520-01-03-.05(2)(a)
4. TRR/MS 0520-01-02-.10; TRR/MS 0520-01-09-.07
5. TRR/MS 0520-01-13-.01(1)(d)(1)
6. TRR/MS 0520-01-02-.09
7. Public Acts of 2022, Chapter No. 897

Alternative Education 6.319

Remove + make it admin.

Hickman County Board of Education

	Descriptor Term: Selection of Instructional Materials (Other than Textbooks)	Descriptor Code: 4.402	Issued Date: 03/02/20
		Rescinds: 4.402	Issued: 04/02/18

1 The Board will seek to provide a wide range of instructional materials¹ on all levels of difficulty, with
2 diversity of appeal, and the presentation of different points of view, and will provide procedures for
3 review and reconsideration of allegedly inappropriate instructional materials.

4 **OBJECTIVES OF SELECTION**

5 In order to assure that instructional materials are an integral part of the educational program, the
6 following selection objectives are adopted:

- 7 1. To provide materials that will enrich and support the curriculum and personal needs of the
8 students, taking into consideration their varied interests, abilities and learning styles;
9
- 10 2. To provide materials that will stimulate growth in factual knowledge, literary appreciation,
11 aesthetic values and ethical standards;
12
- 13 3. To provide a background of information which will enable students to make intelligent
14 judgments in their daily lives;
15
- 16 4. To provide materials on opposing sides of controversial issues so that the students may develop
17 under guidance the practice of critical analysis;
18
- 19 5. To provide materials which realistically represent our pluralistic society and reflect the
20 contributions made by these groups and individuals to our American heritage;
21
- 22 6. To place principles above personal opinion and reason above prejudice in the selection of
23 materials of the highest quality in order to assure a comprehensive media collection appropriate
24 for the students.

25 **RESPONSIBILITY FOR MATERIALS SELECTION**

26 The responsibility for selection of instructional materials is delegated to the professionally trained
27 personnel employed by the school system.

28 Selection of materials involves many people, including staff, students, and members of the community

29 There is included in the Tennessee BEP an amount of money sufficient to pay two hundred dollars
30 (\$200) for every teacher in kindergarten through grade twelve (K-12). This money shall be used by the
31 teachers for instructional supplies and shall be given to each teacher by October 31 of each school year

1 so that the teacher may spend it at any time during that school year on instructional supplies as
2 determined necessary by the teacher.² \$200.00 BEP allocations will be distributed by August 1st of
3 each school year, unless otherwise explained by the Director of Schools.

4 **SELECTION CRITERIA AND PROCEDURES**

5 In selecting materials for school media centers the following practices are to be observed:

- 6 1. The librarian in each school is responsible for selecting books and materials for her school;
7
- 8 2. Selection shall be a continuing process throughout the school year as new suggestions of staff
9 members and students are evaluated and materials already purchased are reevaluated to
10 determine their current or lasting contributions to the educational program of the school; and
11
- 12 3. Gift materials shall be judged upon the same basis as the library media center's own purchases.
13 Gift materials meeting the selection standards may be accepted with the recommendation of the
14 library media specialist and the approval of the principal.

Legal References

1. TSS/MS 0520-01-03-.07(3)
2. TCA 49-3-359

Cross References

Controversial Materials 4.801

Hickman County Board of Education

4.402

	Descriptor Term: Reconsideration of Instructional Materials and Textbooks	Descriptor Code: 4.403	Issued Date: 03/02/20
		Rescinds: 4.403	Issued: 01/08/18

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

4 Because opinions differ, there may be questions concerning some instructional and library materials
5 despite the quality of the selection process. If a complaint is made, the following procedure is to be
6 followed:

- 7 1. Inform the complainant of the selection procedures and make no commitments.
- 8 2. Request the complainant to submit a formal “Request for Reconsideration of Instructional
9 Materials”.
- 10 3. Inform the director of schools (and other appropriate personnel).
- 11 4. Keep challenged materials available for use during the reconsideration process.
- 12 5. Upon receipt of the completed form, the principal requests review of the challenged
13 materials by an ad hoc materials review committee within fifteen (15) working days, and
14 notifies the appropriate supervisor and director of schools that such review is being done.
15 The review committee is appointed by the principal, and includes certificated library media
16 personnel, representatives from classroom teachers, one or more parents, and may include
17 one or more students.
- 18 6. The review committee shall take the following steps after receiving the challenged
19 materials:
 - 20 a. Read, view or listen to the material in its entirety;
 - 21 b. Check general acceptance of the material by reading recognized and evaluative reviews;
 - 22 c. Determine the extent to which the material supports the curriculum;
 - 23 d. Complete the appropriate “Checklist for Reconsideration of Instructional Materials”,
24 judging the material for its strength and value; and
 - 25 e. Present recommendation to principal for further action and to the director of schools for
26 purposes of information.

4,402
~~4,403~~

- 1 7. If the complainant desires further action after receiving the recommendation of the
2 committee and the decision of the principal, an appeal may be made to the Board.

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982)

Cross References

- Textbooks 4.401
School and System Websites 4.407
Controversial Materials 4.801

Adopt + Replace

Click here to choose a school board.

Monitoring: Review: Annually, in November	Descriptor Term: Library Materials	Descriptor Code: 4.403	Issued Date:
		Rescinds:	Issued:

General

The **[insert title of employee]** shall be responsible for library collection development. Library materials shall be reviewed to ensure the content aligns with state law.¹ The library collection shall adhere to the following criteria:

[Note: The Board can include local standards.]

1. Materials shall be suitable for and consistent with the educational mission of the school;
2. Materials shall be appropriate for the age and maturity levels of the students who may access them. The determining factor will be based on an assessment of any mature themes or content (i.e., violence, sexual content, vulgar language, substance abuse);
3. Materials shall contain literary, historical, and/or artistic value and merit; and
4. The collection as a whole shall offer a variety of viewpoints.

[Insert title of employee] shall be responsible for periodically reviewing the district's library collection in line with these established standards.

COMPLAINTS

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

1. Inform the complainant of the selection procedures and make no commitments.
2. Request the complainant to submit a Request for Reconsideration of Library Materials form.
3. Inform the principal (and other appropriate personnel).
4. Keep challenged materials available for use during the reconsideration process.
5. Upon receipt of the completed form, the principal shall notify the Director of Schools.
6. The principal shall request review of the challenged materials by an ad hoc materials review committee within **[insert number]** days. The review committee is appointed by the principal and includes certified library media personnel, representatives from classroom teachers, one or

more parents, and may include one or more students. The principal will inform the Director of Schools of the review committee's progress.

7. The review committee shall take the following steps after receiving the challenged materials:
 - a. Read, view, or listen to the contested material in its entirety;
 - b. Check general acceptance of the material by reading recognized and evaluative reviews;
 - c. Determine the extent to which the material is appropriate for the age and maturity levels of the students who have access to the materials and whether the material is suitable for, and consistent with, the educational mission of the school;
 - d. Complete the appropriate Checklist for Reconsideration of Library Materials, judging the material for its strength and value; and
 - e. Present a recommendation to the Director of Schools and the Board.
8. The Board shall review the recommendation presented by the review committee and make the determination whether the material is appropriate for the age and maturity levels of the students who have access to the materials and whether the material is suitable for, and consistent with, the educational mission of the school.
9. If it is determined that the material is not appropriate for the age and maturity levels of the students who have access to them or is not suitable for, and consistent with, the educational mission of the school, the Board shall require the school to remove the material from the library collection.

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982); Public Acts of 2022, Chapter No. 744

Cross References

Textbooks and Instructional Materials 4.400
School and System Websites 4.407
Controversial Materials 4.801

Hickman County Board of Education

Descriptor Term: Use of the Internet	Descriptor Code: 4.406	Issued Date: 03/02/20
	Rescinds: 4.406	Issued: 01/08/18

1 The Board supports the right of staff and students to have reasonable access to various information
2 formats and believes that it is incumbent upon staff and students to use this privilege in an appropriate
3 and responsible manner.

4 **Employees**

5 Before any employee is allowed use of the district's Internet or intranet access, the employee shall sign
6 a written agreement, developed by the director/designee that sets out the terms and conditions of such
7 use. Any employee who accesses the district's computer system for any purpose agrees to be bound by
8 the terms of that agreement, even if no signed written agreement is on file.

9 The director of schools shall develop and implement procedures for appropriate Internet use which
10 shall address the following:

- 11 1. Development of the Network and Internet Use Agreement.
- 12 2. General rules and ethics of Internet access.
- 13 3. Guidelines regarding appropriate instruction and oversight of student Internet use.
- 14 4. **A uniform signature block for use by all district employees; and**
- 15 5. Prohibited and illegal activities, including but not limited to the following:¹
 - 16 • Sending or displaying offensive messages or pictures
 - 17 • Using obscene language
 - 18 • Harassing, insulting, defaming or attacking others
 - 19 • Damaging computers, computer systems or computer networks
 - 20 • Hacking or attempting unauthorized access to any computer
 - 21 • Violation of copyright laws
 - 22 • Trespassing in another's folders, work or files
 - 23 • Intentional misuse of resources
 - 24 • Using another's password or other identifier (impersonation)
 - 25 • Use of the network for commercial purposes
 - 26 • Buying or selling personal items on the Internet

27 **Students**

28 The director of schools shall develop and implement procedures for appropriate Internet use by
29 students. Procedures shall address the following:

- 30 1. General rules and ethics of Internet use.
- 31 2. Prohibited or illegal activities, including, but not limited to:¹

- 1 • Sending or displaying offensive messages or pictures
- 2 • Using obscene language
- 3 • Harassing, insulting, defaming or attacking others
- 4 • Damaging computers, computer systems or computer networks
- 5 • Hacking or attempting unauthorized access
- 6 • Violation of copyright laws
- 7 • Trespassing in another's folders, work or files
- 8 • Intentional misuse of resources
- 9 • Using another's password or other identifier (impersonation)
- 10 • Use of the network for commercial purposes
- 11 • Buying or selling on the Internet

12 **INTERNET SAFETY MEASURES²**

13 Internet safety measures shall be implemented that effectively address the following:

- 14 • Controlling access by students to inappropriate matter on the Internet and World Wide
- 15 Web
- 16 • Safety and security of students when they are using electronic mail, chat rooms, and
- 17 other forms of direct electronic communications
- 18 • Preventing unauthorized access, including "hacking" and other unlawful activities by
- 19 students on-line
- 20 • Unauthorized disclosure, use and dissemination of personal information regarding
- 21 students
- 22 • Restricting students' access to materials harmful to them

23 The director of schools/designee shall establish a process to ensure the district's education technology
 24 is not used for purposes prohibited by law or for accessing sexually explicit materials. The process
 25 shall include, but not be limited to:

- 26 • Utilizing technology that filters, blocks or otherwise prevents internet access (for both
- 27 students and adults) to material that is obscene, child pornography³ or harmful to
- 28 students
- 29 • Prohibiting and preventing a use from sending, receiving, viewing, or downloading
- 30 materials that are deemed to be harmful to minors;⁴
- 31 • Maintaining and securing a usage log
- 32 • Monitoring on-line activities of students

33 The Board shall provide reasonable public notice of, and at least one (1) public hearing or meeting to
 34 address and communicate, its Internet safety measures.

35 A written parental consent shall be required prior to the student being granted access to electronic
 36 media involving district technological resources. The required permission/agreement form, which shall
 37 specify acceptable uses, rules of on-line behavior, access privileges and penalties for policy/
 38 procedural violations, must be signed by the parent/legal guardian of minor students (those under 18
 39 years of age) and also by the student. This document shall be executed each year and shall be valid
 40 only in the school year in which it was signed unless parent(s) provide written notice that consent is

1 withdrawn. In order to rescind the agreement, the student's parent/guardian (or the student who is at
2 least 18 years old) must provide the director of schools with a written request.

3 **Complaints alleging a violation of the internet safety measures shall be submitted to the District**
4 **Technology Director. All complaints shall be reviewed to determine how to appropriately respond.**

5 **E-MAIL**

6 Users with network access shall not utilize district resources to establish electronic mail accounts
7 through third-party providers or any other nonstandard electronic mail system. All data including e-
8 mail communications stored or transmitted on school system computers shall be monitored.
9 Employees/students have no expectation of privacy with regard to such data. E-mail correspondence
10 may be a public record under the public records law and may be subject to public inspection.⁵

11 **INTERNET SAFETY INSTRUCTION⁶**

12 Students will be given appropriate instruction in internet safety as a part of any instruction utilizing
13 computer resources. The director shall provide adequate in-service instruction on internet safety.
14 Parents and students will be provided with material to raise awareness of the dangers posed by the
15 internet and ways in which the internet may be used safely.

16 **SOCIAL NETWORKING**

- 17 1. District staff who have a presence on social networking websites are prohibited from posting
18 data, documents, photographs, or inappropriate information that is likely to create a material
19 and substantial disruption of classroom activity.
- 20 2. District staff are prohibited from accessing personal social networking sites on school
21 computers or during school hours except for legitimate instructional purposes.
- 22 3. The board discourages district staff from socializing with students on social networking
23 websites. The same relationship, exchange, interaction, information, or behavior that would be
24 unacceptable in a non-technological medium is unacceptable when done through the use of
25 technology.

26 **VIOLATIONS**

27 Violations of this policy or a procedure promulgated under its authority shall be handled in accordance
28 with the existing disciplinary procedures of this District.

29 **VENDOR CONTRACTS³**

30 **Prior to entering into any contract for the provision of digital or online materials created or marketed**
31 **for kindergarten through grade twelve (K-12), the district shall obtain an assurance that the vendor**
32 **shall adhere to state law. This determination includes ensuring that the vendor filters, blocks, or**
33 **otherwise prevents access to pornography or obscenity and verifying that the technology prevents a**
34 **user from sending, receiving, viewing, or downloading materials that are harmful to minors.**

Legal References

1. TCA 39-14-602
2. 47 USCA § 254 (h)(5)(A) – (C), 254(l); 47 CFR § 54.520(c)(1)(i); 20 USCA § 7131
3. Public Acts of 2022, Chapter No. 1002
4. TCA 39-17-901; Public Acts of 2022, Chapter No. 1002
5. TCA 10-7-512
6. TCA 49-1-221

Cross References

Use of Electronic Mail (e-mail) 1.805
Web Pages 4.407
Controversial Materials 4.801
Student Publications 6.704

Hickman County Board of Education

Descriptor Term: Grading System	Descriptor Code: 4.600	Issued Date: 05/04/20
	Rescinds: 4.600	Issued: 03/05/18

1 The director of schools shall develop an administrative procedure to establish a system of grading and
2 assessment for evaluating and recording student progress and to measure student performance in
3 conjunction with Board-adopted content standards for grades K-8. The grading/assessment system
4 shall follow all applicable statutes and rules and regulations of the State Board of Education. The
5 grading/assessment system shall be uniform district-wide at comparable grade levels except that the
6 director of schools shall have the authority to establish and operate ungraded and/or unstructured
7 classes in grades K-3.¹

8 The director of schools shall submit a copy of the grading, reporting and assessment systems to the
9 Board before the system is implemented.² These guidelines shall be communicated annually to students
10 and parents/guardians.¹

11 **GRADING SYSTEM: GRADES NINE - TWELVE (9-12)¹**

Schools teaching grades nine (9) through twelve (12) shall use the uniform grading system established
by the State Board of Education. Using the uniform grading system, students' grades shall be reported
for the purposes of application for post-secondary financial assistance administered by the Tennessee
Student Assistance Corporation.

Subject-area grades shall be expressed by the following letters with their corresponding percentage
range:

- A (90-100)
- B (80-89)
- C (70-79)
- D (60-69)
- F (0-59)

This grading system shall be uniform throughout the school district for each grade.

13

1 The following high school courses will have weighted grades:

2	Honors English (Grades 9-12)	Trigonometry
3	Honors Biology I	Honors Algebra II
4	Honors Physical Science	Honors Geometry
5	Honors Chemistry	Dual Enrollment College Courses
6	Honors Physics	Honors American History
7	Anatomy	Honors Algebra I
8	Biology II	Calculus
9	Pre-Calculus	

10 Advanced coursework grades will be weighted with additional percentage points to calculate the
11 semester average. Depending on the course taken, the following percentage points will be assigned:⁶

- 12 • Honors Courses – three (3) percentage points;
- 13
- 14 • Local and Statewide Dual Credit, Capstone Industry Certification Aligned, and Dual
15 Enrollment Courses – four (4) percentage points; and
- 16
- 17 • Advanced Placement, Cambridge International, College Level Exam Program (CLEP), and
18 International Baccalaureate Courses – five (5) percentage points.

19 **Student Absent for State Mandated Exams:**

- 20 1. If a student taking high school assessed subjects is absent, the student will receive a zero or
21 incomplete. If the student is allowed to make up the exam, he or she will do so during the
22 next scheduled administration. A locally-created exam cannot be administered in lieu of a
23 state exam.
- 24 2. If a student, taking a K-8 State mandated assessment, is absent or unable to be administered
25 a defined part(s) of any content area or all of the content areas, the student must take an
26 alternate exam approved by the Chief Academic Officer to substitute for the corresponding
27 content not tested.

28 Administration of the alternate exam shall be scheduled by the principal for such a time
29 which shall allow for scoring to be completed before the end of the spring semester of the
30 current school year.

1 Failure to complete the alternative assessment before the end of the spring semester shall
2 result in the student receiving a grade of zero which shall be counted for fifteen (15%)
3 percent of a student's final grade for the spring semester.³

4 **Conduct shall be marked as follows:**

5 E.....Excellent
6 S.....Satisfactory
7 U.....Unsatisfactory

8 Conduct grades are based on behavior and shall not be deducted from scholastic grades.

9 Attendance records **will not** be the sole criterion in determining the awarding of grades or the passing
10 of a course or promotion or retention.

11 Plus and minus evaluations are not to be added to letter grades. Grades are not to be changed once
12 recorded on a report card. If an erroneous grade has been recorded, correction must be made on a new
13 card.

14 Grades given at the end of each nine (9) weeks period for elementary, intermediate, middle school, and
15 high school will be determined from daily work, homework, written assignments and tests. The
16 teacher will weigh the value of grades given for various assignments and tests within the applicable
17 period in computing the grade. This procedure will enable the teacher to allow for individual student
18 differences in the grading process. Any assignments and tests required of a student must be considered
19 in the computation of his grade.

20 At the middle school level and at the high school level, grades will be determined by an average of
21 grades for each of the two 9-week periods. The grades given at the end of each nine (9) weeks period
22 shall be the grade earned by the student, as computed by the teacher, and shall not be subject to
23 manipulation, regardless of the passing or failing nature of the grade provided that said teacher has
24 documented verification on file that he/she has reasonably attempted to contact the student's parent(s)
25 or guardian(s) making them aware of the student's failing grade or grades. The final grade of the year
26 will be determined by averaging the two (2) semester grades.

27 The work of a student whose grades are satisfactory but are withheld because of failure to complete the
28 required work shall be reported as incomplete (I). If the incomplete is not removed in the time
29 designated by the teacher, it will then become an "F".

1 **GRADES NINE - TWELVE GRADING SCALE AND LOTTERY SCHOLARSHIPS⁵**

2 Schools teaching grades nine through twelve shall use the uniform grading system established by the
3 State Board of Education. Using the uniform grading system, students' grades shall be reported for the
4 purposes of application for post-secondary financial assistance administered by the Tennessee Student
5 Assistance Corporation.¹

6 Each school counselor shall provide incoming freshman with information on college core courses
7 required for lottery scholarships as well as necessary criteria (grade point average, ACT, and SAT
8 score, etc.) that must be met in order to receive a scholarship.

9 Seniors may apply for the Tennessee HOPE Scholarship by completing the Free Application for
10 Federal Student Aid (FAFSA). The FAFSA is available at the guidance office or on-line at
11 www.fafsa.ed.gov. Students shall be made aware of all applicable FAFSA deadlines and encouraged to
12 submit applications in a timely manner.

13 Elementary school counselors should explain the HOPE Scholarship and its requirements to their
14 students and impress upon them the benefits of making good grades.

15 **LOTTERY SCHOLARSHIP DAY**

16 Each school year, prior to scheduling courses for the following school year, schools teaching students
17 in grades 8-11 shall conduct a lottery scholarship day for students and their parents.⁶

Legal References

1. TRR/MS 0520-01-03-.05(3)
2. TCA 49-2-203(b)(7); TCA 49-2-301(b)(1)(H)
3. TCA 49-1-617
4. TCA 49-2-203(b)(7)
5. TCA 49-4-904-907; SBOE Policy 3.301
TCA 49-4-932(f)

Cross References

- Alternative Credit Options 4.209
- Credit Recovery 4.210
- Reporting Student Progress 4.601
- Honor Roll, Awards, & Class Ranking 4.602
- Promotion and Retention 4.603
- Transcript Alterations 4.608

New Model Policy

Click here to choose a school board.

Monitoring: Review: Annually, in January	Descriptor Term: Employment of Retirees	Descriptor Code: 5.119	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Director of Schools may hire a retired individual if certain conditions are met as provided for in
3 state law.

4 **EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS**

5 Teachers who retire under the Tennessee Consolidated Retirement System (TCRS) may be employed
6 for up to one hundred twenty (120) days per year without loss of retirement benefits. Retired teachers
7 may substitute teach for additional days if the Director of Schools certifies in writing to the Division of
8 Retirement that no other qualified personnel are available to substitute teach.¹

9 **EMPLOYMENT CONTRACTS FOR ONE YEAR**

10 The Director of Schools may employ teachers retired for at least one (1) year for full-time employment
11 as a kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will
12 not be lost or suspended under certain conditions which include, but are not limited to, the following:²

- 13 1. The Director of Schools of the employing district shall certify in writing that no other qualified
14 individuals are available to fill the position;
- 15 2. The Commissioner of Education shall certify that the employing school district serves an area
16 that lacks qualified teachers to serve in the position to be filled;
- 17 3. The retired teacher shall hold a valid license and shall not be entitled to tenure status;
- 18 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or
19 receive medical insurance coverage; and
- 20 5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the
21 Board for teachers with no experience filling similar positions or more than eighty-five percent
22 (85%) of the rate of compensation set by the Board for teachers with comparable training and
23 years of experience filling similar positions.
- 24
- 25
- 26
- 27

1 ADDITIONAL EMPLOYMENT OPTION FOR RETIREES³

2 Retired members of TCRS or a similar system may be offered reemployment for up to one (1) year as
3 a kindergarten through twelfth (K-12) grade teacher, substitute teacher, or bus driver under the
4 following conditions:

- 5 1. The retired member has been retired for at least sixty (60) calendar days;
6
- 7 2. The retirement benefit payable to the retired member is reduced to seventy percent (70%) of the
8 retirement allowance;
9
- 10 3. The retired member's employment can't be longer than a one (1) year period; however, the
11 retired member can be reemployed for additional one (1) year periods;
12
- 13 4. The retired member is not drawing disability retirement benefits; and
14
- 15 5. The retired member can't accrue additional retirement benefits.

16 The Director of Schools shall notify TCRS of the member's reemployment and certify in writing that
17 the retired member has the required experience and training for the position and that no other qualified
18 persons are available to fill the position.

19 Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state law.
20 The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment
21 equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five
22 percent (5%) of the retired member's pay rate.
23

Legal References

1. TCA 8-36-805
2. TCA 8-36-821
3. Public Acts of 2022, Chapter No. 821

Cross References

Application and Employment 5.106
Substitute Teachers 5.701

Hickman County Board of Education

	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 08/02/21
		Rescinds: 5.200	Issued: 01/04/21

1 **SUSPENSION PENDING AN INVESTIGATION**¹

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

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

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

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

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

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

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

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

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

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

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

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

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

24 RESIGNATION

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

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

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

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

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

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

4 RETIREMENT

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

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

11 ~~Teachers who retire under TCRS may be employed up to one hundred twenty (120) days per year~~
12 ~~without loss of retirement benefits. Retired teachers may substitute teach for additional days if the~~
13 ~~Director of Schools certifies in writing to the Division of Retirement that no other qualified personnel~~
14 ~~are available to substitute teach.⁹~~

15 ~~The director of schools may employ teachers retired for at least one year for full-time employment as a~~
16 ~~kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost~~
17 ~~or suspended under certain conditions, which include but are not limited to the following:¹⁰~~

- 18 ~~1. The director of schools of the employing system must certify in writing that no other qualified~~
19 ~~individuals are available to fill the position;~~
- 20 ~~2. The Commissioner of Education must certify that the employing school system serves an area~~
21 ~~that lacks qualified teachers to serve in the position to be filled;~~
- 22 ~~3. The retired teacher must hold a valid license and shall not be entitled to tenure status;~~
- 23 ~~4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or~~
24 ~~receive medical insurance coverage; and~~
- 25 ~~5. The salary paid to the retired member shall not be less than the rate of compensation set by the~~
26 ~~Board for teachers with no experience filling similar positions, nor more than eighty-five~~
27 ~~percent (85%) of the rate of compensation set by Board for teachers with comparable training~~
28 ~~and years of experience filling similar positions.~~

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b); Public Acts of 2021, Chapter No. 493
9. TCA 8-36-805
10. TCA 8-36-821

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

Hickman County Board of Education

Descriptor Term: Separation Practices for Non-Tenured Teachers	Descriptor Code: 5.201	Issued Date: 08/02/21
	Rescinds: 5.201	Issued: 11/02/20

1 SUSPENSION PENDING AN INVESTIGATION ¹

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

9 SUSPENSION OF THREE DAYS OR LESS²

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

16 DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²

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

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

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

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

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

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

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

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

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

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

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

18 **NONRENEWAL**

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

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

24 The director of schools is under no obligation to re-employ non-tenured teachers at the end of their
25 con- tract period. If the director of schools determines not to renew the contract of a non-tenured
26 teacher,¹ the following action shall be taken:

- 27 1. The Board shall be notified at the next regular board meeting; and
- 28 2. Written notice of non-renewal shall be sent to the teacher by certified mail or overnight carrier,
29 or by email within five (5) business days following the last instructional day for the school
30 year.³ If the reason for nonrenewal is due only to a loss of funding for the position, then the
31 notice shall include a statement listing it as the cause for nonrenewal⁴

32 **RESIGNATION**

33 A teacher shall give the director of schools notice of resignation at least thirty (30) days before the
34 effective date of the resignation.⁴ The Board may waive the thirty (30) days-notice requirement and
35 permit a teacher to resign in good standing.

1 The conditions under which it is permissible to break a contract with the Board are as follows:⁵

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

6 Any teacher on leave shall notify the director of schools in writing at least thirty (30) days' prior to the
7 date of return if the teacher does not intend to return to the position from which he/she has taken leave.
8 Failure to render such notice may be considered a breach of contract.⁶

9 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
10 the State Board of Education and request the suspension of a teacher's certificate. After the State Board
11 of Education has provided the teacher an opportunity for defense during a hearing, the State Board of
12 Education may suspend the certificate for no less than thirty (30) and no more than three hundred
13 sixty-five (365) days.⁷

14 **RETIREMENT**

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

17 Employees eligible for retirement benefits may elect to retire at any age according to the provisions of
18 the retirement system. Central office personnel shall assist employees in securing retirement benefits;
19 however, it shall be the responsibility of the retiring employee to provide verification of eligibility in
20 writing from TCRS to the central office. It shall be the responsibility of the retiring employee to file for
21 benefits.

22 ~~Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year
23 without loss of retirement benefits. Retired teachers may substitute teach for additional days if the
24 director of schools certifies in writing to the Division of Retirement that no other qualified personnel
25 are available to substitute teach.⁸~~

26 ~~The director of schools may employ teachers retired for at least one year for full-time employment as a
27 kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost
28 or suspended under certain conditions, which include but are not limited to the following:⁹~~

- 29 1. ~~The director of schools of the employing system must certify in writing that no other qualified
30 individuals are available to fill the position;~~
- 31 2. ~~The Commissioner of Education must certify that the employing school system serves an area
32 that lacks qualified teachers to serve in the position to be filled;~~
- 33 3. ~~The retired teacher must hold a valid license and shall not be entitled to tenure status;~~
- 34 4. ~~The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or
35 receive medical insurance coverage; and~~
- 36 5. ~~The salary paid to the retired member shall not be less than the rate of compensation set by the
37 Board for teachers with no experience filling similar positions, nor more than eighty-five
38 percent (85%) of the rate of compensation set by Board for teachers with comparable training
39 and years of experience filling similar positions.~~

- 1 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*
- 2 *does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of*
- 3 *non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this*
- 4 *policy.)*

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE); TCA 49-5-512
3. TCA 49-5-409; Public Acts of 2021, Chapter No. 378
4. TCA 49-5-508
5. TCA 49-5-411(a)
6. TCA 49-5-706
7. TCA 49-5-411(b); Public Acts of 2021, Chapter No. 493
8. TCA 8-36-805
9. TCA 8-36-821

Cross References

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

Hickman County Board of Education

Descriptor Term: Substitute Teachers	Descriptor Code: 5.701	Issued Date: 03/07/22
	Rescinds: 5.701	Issued: 12/07/21

1 Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies.^{1,2}
2 Substitute teachers may be employed and paid directly by the board of education or by a third party
3 public or private employer through an agreement between such third party employer and the board of
4 education. Substitute teachers employed by third party entities shall be subject to the same
5 unemployment benefit eligibility conditions as substitute teachers employed directly by the board of
6 education.²

7 APPLICATION/QUALIFICATIONS

8 Criminal history record checks and fingerprinting of applicants for substitute teaching are required.³

9 Applicants with revoked licenses or certificates according to the Department of Education shall not be
10 hired.⁴

11 Qualifications for substitute teachers shall be: (1) a high school diploma or GED; (2) attendance at an
12 orientation session.

13 A list of substitute teachers will be prepared by the director of schools who will maintain files which
14 may include transcripts, credentials, recommendations and other pertinent information.

15 COMPENSATION

16 If employed directly by the board of education, the compensation of substitute teachers shall be
17 determined annually by the Board.

18 Retired teachers serving as substitutes who do not have an active teaching license shall be paid the
19 same as a retired substitute teacher with an active teaching license. This only applies to teachers who
20 retired after July 1, 2011 through July 1, 2016.⁵

21 CERTIFICATION

22 When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a
23 substitute teacher must possess a teaching certificate with endorsement in the discipline(s) to be
24 taught.⁵ When substituting for a teacher without sick leave, the substitute shall be certified and paid
25 according to the state salary schedule.¹

26 ~~Retired teachers may substitute one hundred twenty (120) days per year without loss of retirement~~
27 ~~benefits¹ and may substitute for additional days if the director of schools certifies in writing to the~~
28 ~~Division of Retirement that no other qualified personnel are available to substitute teach.⁷~~

1 EMERGENCY NEEDS

2 All teacher aides, secretaries and clerks are approved substitute teachers for use in emergency
3 situations. Emergency use shall be defined as less than a full day due to the regular or substitute
4 teacher being unable to arrive on time or remain for the full day.

5 Said substitutes shall receive the proportionate equivalent salary regular substitute teachers would
6 receive under similar circumstances or their regular salary, if higher; however, they shall not receive
7 pay for both positions at the same time.

8 Licensed personnel can be used as a substitute teacher in another class in emergency situations in
9 which another substitute is unable to arrive on time or remain for the full day. Licensed personnel who
10 volunteer to substitute in a class in addition to their normal instructional duties and complete after-
11 school planning time will be compensated per class period in which they are utilized.

12 TRAINING AND ORIENTATION

13 The director of schools shall be responsible for ensuring that there are appropriate training and
14 development programs for substitute teachers.

15 RESPONSIBILITIES

16 Substitute teachers shall assume the same responsibilities as the regular teacher, including, but not
17 limited to, bus duty and playground supervision.

18 RE-EMPLOYMENT/TERMINATION

19 On an annual basis, the director of schools, with input from the principals, shall determine which
20 substitute teachers performed at an acceptable level. Substitute teachers who performed below an
21 acceptable level shall not be re-employed.

22 All substitutes shall be responsible for providing correct addresses and phone numbers and for
23 notifying the principal and/or third party employer if they wish to terminate their service as substitutes.

Legal References

1. TRR/MS 0520-01-02-.04(5)
2. TCA 49-5-709
3. TCA 49-5-413(a)(2)
4. TCA 49-2-203(a)(15)
5. TCA 49-3-312(b)
6. TCA 49-3-312(a); TRR/MS 0520-01-02-.04(5)(b)
7. TCA 8-36-805

Cross References

Background Investigations 5.118

Hickman County Board of Education

Descriptor Term: Separation Practices for Non-Tenured Teachers	Descriptor Code: 5.201	Issued Date: 08/02/21
	Rescinds: 5.201	Issued: 11/02/20

1 SUSPENSION PENDING AN INVESTIGATION¹

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

9 SUSPENSION OF THREE DAYS OR LESS²

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

16 DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²

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

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

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

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

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

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

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

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

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

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

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

18 **NONRENEWAL**

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

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

24 The director of schools is under no obligation to re-employ non-tenured teachers at the end of their
25 contract period. If the director of schools determines not to renew the contract of a non-tenured
26 teacher,¹ the following action shall be taken:

- 27 1. The Board shall be notified at the next regular board meeting; and
- 28 2. Written notice of non-renewal shall be sent to the teacher by certified mail or overnight carrier,
29 or by email within five (5) business days following the last instructional day for the school
30 year.³ If the reason for nonrenewal is due only to a loss of funding for the position, then the
31 notice shall include a statement listing it as the cause for nonrenewal⁴

32 **RESIGNATION**

33 A teacher shall give the director of schools notice of resignation at least thirty (30) days before the
34 effective date of the resignation.⁴ The Board may waive the thirty (30) days-notice requirement and
35 permit a teacher to resign in good standing.

1 The conditions under which it is permissible to break a contract with the Board are as follows:⁵

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

6 Any teacher on leave shall notify the director of schools in writing at least thirty (30) days' prior to the
7 date of return if the teacher does not intend to return to the position from which he/she has taken leave.
8 Failure to render such notice may be considered a breach of contract.⁶

9 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
10 the State Board of Education and request the suspension of a teacher's certificate. After the State Board
11 of Education has provided the teacher an opportunity for defense during a hearing, the State Board of
12 Education may suspend the certificate for no less than thirty (30) and no more than three hundred
13 sixty-five (365) days.⁷

14 **RETIREMENT**

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

17 Employees eligible for retirement benefits may elect to retire at any age according to the provisions of
18 the retirement system. Central office personnel shall assist employees in securing retirement benefits;
19 however, it shall be the responsibility of the retiring employee to provide verification of eligibility in
20 writing from TCRS to the central office. It shall be the responsibility of the retiring employee to file for
21 benefits.

22 ~~Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year
23 without loss of retirement benefits. Retired teachers may substitute teach for additional days if the
24 director of schools certifies in writing to the Division of Retirement that no other qualified personnel
25 are available to substitute teach.⁸~~

26 ~~The director of schools may employ teachers retired for at least one year for full-time employment as a
27 kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost
28 or suspended under certain conditions, which include but are not limited to the following:⁹~~

- 29 1. ~~The director of schools of the employing system must certify in writing that no other qualified
30 individuals are available to fill the position;~~
- 31 2. ~~The Commissioner of Education must certify that the employing school system serves an area
32 that lacks qualified teachers to serve in the position to be filled;~~
- 33 3. ~~The retired teacher must hold a valid license and shall not be entitled to tenure status;~~
- 34 4. ~~The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or
35 receive medical insurance coverage; and~~
- 36 5. ~~The salary paid to the retired member shall not be less than the rate of compensation set by the
37 Board for teachers with no experience filling similar positions, nor more than eighty-five
38 percent (85%) of the rate of compensation set by Board for teachers with comparable training
39 and years of experience filling similar positions.~~

- 1 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*
- 2 *does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of*
- 3 *non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this*
- 4 *policy.)*

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE); TCA 49-5-512
3. TCA 49-5-409; Public Acts of 2021, Chapter No. 378
4. TCA 49-5-508
5. TCA 49-5-411(a)
6. TCA 49-5-706
7. TCA 49-5-411(b); Public Acts of 2021, Chapter No. 493
8. TCA 8-36-805
9. TCA 8-36-821

Cross References

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

Hickman County Board of Education

	Descriptor Term: Attendance	Descriptor Code: 6.200	Issued Date: 08/02/21
		Rescinds: 6.200	Issued: 01/04/21

1 Attendance is a key factor in student achievement and therefore, students are expected to be present
2 each day school is in session. The official school day for students begins at 8:00 a.m. and concludes at
3 3:00 p.m. unless so noted on the Board approved calendar.

4 The attendance supervisor shall oversee the entire attendance program which shall include: ¹

- 5 1. All accounting and reporting procedures and their dissemination;
- 6
- 7 2. Alternative program options for students who severely fail to meet minimum attendance
8 requirements;
- 9
- 10 3. Ensuring that all school age children attend school;
- 11
- 12 4. Providing documentation of enrollment status upon request for students applying for new or
13 reinstatement of driver's permit or license; and
- 14
- 15 5. Notifying the Department of Safety whenever a student with a driver's permit or license
16 withdraws from school.²

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

20 Absences shall be classified as either excused or unexcused as determined by the principal/designee.
21 Excused absences shall include:⁴

- 22 1. Personal illness;
- 23
- 24 2. Illness of immediate family member;
- 25
- 26 3. Death in the family;
- 27
- 28 4. Extreme weather conditions;
- 29
- 30 5. Religious observances;⁵
- 31
- 32 6. Pregnancy;
- 33

- 1 7. School-endorsed activities;
- 2
- 3 8. Summons, subpoena, or court order; or
- 4
- 5 9. Circumstances which in the judgment of the principal create emergencies over which the
- 6 student has no control.

7 The principal shall be responsible for ensuring that:⁶

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

18 **TRUANCY**

19 *General*

20 Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that
21 attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled
22 school day in order to be counted present. Students may attend part-time days, alternating days, or for a
23 specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be
24 considered present for school attendance purposes. If a student is required to participate in a remedial
25 instruction program outside of the regular school day where there is no cost to the parent(s) and the
26 school system provides transportation, unexcused absences from these programs shall be reported in
27 the same manner.⁷

28 Students who are absent five (5) days without adequate excuse shall be reported to the director of
29 schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's
30 absence. If a parent does not provide documentation within adequate time excusing those absences, or
31 request an attendance hearing, then the Director of Schools shall implement the progressive truancy
32 intervention plan described below prior to referral to juvenile court.

33 The director of schools/designee shall develop appropriate administrative procedures to implement this
34 policy.

35 *Progressive Truancy Intervention Plan*⁸

36 Prior to referral to juvenile court, the following progressive truancy intervention plan will be
37 implemented.

1 Students with three (3) unexcused absences shall be subject to the progressive truancy intervention
2 framework outlined below.

3 **Tier I**

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

- 7 1. A conference with the student and the student's parent/guardian;
8
- 9 2. An attendance contract, based on the conference, signed by the student, the parent/guardian,
10 and an attendance officer. The contract shall include:
 - 11 a. A specific description of the school's attendance expectations for the student;
 - 12 b. The period for which the contract is effective. The term of the contract must not exceed
13 ninety (90) school days or continue beyond the last day of the semester, whichever
14 comes first; and
 - 15 c. Penalties for additional absences and alleged school offenses, including additional
16 disciplinary action and potential referral to juvenile court; and
17
- 18 3. Regularly scheduled follow-up meetings to discuss the student's progress.
19

20 If the student accumulates additional unexcused absences in violation of the attendance contract, in
21 Tier I, he/she shall be subject to Tier II.

22 **Tier II**

23 An individualized assessment by a school employee of the reasons a student has been absent from
24 school. This may result in referral to counseling, community-based services, or other services to
25 address the student's attendance problems.

26 **Tier III**

27 This tier shall be implemented if the truancy interventions under Tier II are unsuccessful.

28 Tier III interventions must include a review of the previous individualized assessment and an amended
29 attendance contract but may also result in further action including but not limited to a review of grades
30 and the discipline record, a referral to restorative justice programs, a referral to community-based
31 services, or a referral to the Department of Children's Services.

32 These interventions shall be determined by a team formed at each school. The interventions shall
33 address student needs in an age-appropriate manner. Finalized plans shall be approved by the Director
34 of Schools/designee.

1 NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY⁹

2 A principal/designee may excuse a student to participate in non-school sponsored extracurricular
3 activities. The principal shall document the approval in writing and shall excuse no more than ten (10)
4 absences each school year. No later than seven (7) business days prior to the student's absence, the
5 student shall provide documentation to the school as proof of the student's participation along with a
6 written request for the excused absence from the student's parent/guardian. The request shall include
7 the following:

- 8 1. Student's name and personal identification number;
- 9
- 10 2. Student's grade;
- 11
- 12 3. The dates of the student's absence;
- 13
- 14 4. The reason for the student's absence; and
- 15
- 16 5. The signatures of the student and parent/guardian.

17 RELEASED TIME COURSE¹⁰

18 A principal/designee may excuse a student to attend a course in religious moral instruction for up to
19 one (1) class period per school day. Students shall not be excused during any class which requires an
20 examination for state or federal accountability purposes.

21 The student shall submit a written consent form signed by the student's parent/guardian prior to
22 participation in the released time course. The principal/designee shall document the approval in
23 writing. The student shall provide documentation to the principal/designee as proof of the student's
24 participation in the released time course.

25 The district shall not be responsible for transporting students to and from the place of instruction.

26 Upon submission of the student's transcript from the entity that provided the released time course, the
27 student may be awarded one-half (1/2) unit of elective credit.

28 The Director of Schools shall develop procedures with secular criteria for determining whether credit
29 shall be awarded.

30 MILITARY SERVICE OF PARENT/GUARDIAN¹¹

31 School principals shall provide students with a one-day excused absence prior to the deployment of
32 and a one-day excused absence upon the return of a parent or custodian serving active military service.

33 Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a
34 parent or guardian during a deployment cycle. The student shall provide documentation to the school
35 as proof of his/her parent's/guardian's deployment. Students shall be permitted to make up schoolwork
36 missed during the these absences.

1 MAKE-UP WORK

2 All missed class work or tests (whether from excused or unexcused absence) may be made up provided
3 the student makes the request immediately upon returning to school and provided instruction time is
4 not taken from other students.

5 A grade of incomplete will be received for any work missed until the work is completed. A student
6 may have up to three (3) days to make up work from a single absence and up to five (5) days to make
7 up work from an absence longer than a single day. It is the student's responsibility to make
8 arrangements for make-up work, and if not completed in the allotted time, a grade of zero (0) will be
9 recorded for the assignments.

10 For school-sponsored activities, the student will be required to make up all work missed and will
11 receive full credit for the assignment or upon completion of a test. The student will not be counted
12 absent for a school sponsored event (school planned, school-directed, and teacher supervised).

13 STATE-MANDATED TESTS/END OF COURSE EXAMS

14 Students who are absent the day of the scheduled End of Course Exams must present a signed doctor's
15 excuse or must have been given an excused release by the principal prior to testing to receive an
16 excused absence. Students who have excused absences will be allowed to take a make-up exam that
17 will count as 15% of their grade. Excused students will receive an incomplete in the course until they
18 have taken the End of Course Exam.

19 Students who have an unexcused absence shall receive a failing grade on the course exam which shall
20 be averaged into their final grade at 15%.

21 CREDIT/PROMOTION DENIAL

22 Credit/promotion denial determinations may include student attendance, however, student attendance
23 may not be the sole criterion.⁹ However, if attendance is a factor, prior to credit/promotion denial, the
24 following shall occur:

- 25
- 26 1. Parents and students shall be advised if a student is in danger of credit/promotion denial due
27 to excessive absenteeism.
 - 28 2. Procedures in due process are available to the student when credit or promotion is denied.

29 DRIVER'S LICENSE REVOCATION²

30 More than ten (10) consecutive or fifteen (15) reported unexcused absences by a student during any
31 semester renders a student ineligible to retain a driver's permit or license, or to obtain such if of age.

32 ~~In order to qualify for reclaiming a driver's permit or license, the student must make a passing grade in~~
33 ~~at least three (3) full unit subjects or their equivalency at the conclusion of a subsequent grading~~
34 ~~period.~~

1 ATTENDANCE HEARING¹⁰

2 Students with excessive (more than 5) unexcused absences or those in danger of credit/promotion
 3 denial shall have the opportunity to appeal to an attendance hearing committee appointed by the
 4 principal. If the student chooses to appeal, the student or their parent/guardian shall be provided
 5 written or actual notice of the appeal hearing and shall be given the opportunity to address the
 6 committee. The committee will conduct a hearing to determine if any extenuating circumstances exist
 7 or to determine if the student has met attendance requirements that will allow him/her to pass the
 8 course or be promoted. Upon notification of the attendance committee decision, the principal shall
 9 send written notification to the director of schools/designee and the parent(s)/guardian(s) of the student
 10 of any action taken regarding the excessive unexcused absences. The notification shall advise
 11 parents/guardian(s) of their right to appeal such action within two (2) school days to the director of
 12 schools/designee.

13 The appeal shall be heard no later than ten (10) school days after the request for appeal is received.

14 Within five (5) school days of the director of schools/designee rendering a decision, the student's
 15 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.
 16 Following the review, the Board may affirm or overturn the decision of the director of
 17 schools/designee. The action of the Board shall be final.

18 The director of schools/designee shall ensure that this policy is posted in each school building and
 19 disseminated to all students, parents, teachers and administrative staff.

Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c)
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5); 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; Public
Acts of 2021, Chapter No. 223
9. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
10. TRR/MS 0520-01-02-.17(7)
11. TCA 49-6-3019

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

Add New Policy

Click here to choose a school board.

Monitoring: Review: Annually, in March	Descriptor Term: Admission of Suspended or Expelled Students	Descriptor Code: 6.318	Issued Date:
		Rescinds:	Issued:

- 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 in Tennessee or another state even though the student has
- 3 established residency in the district in which he/she seeks enrollment.

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

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

- 8 A student may be dismissed if it is determined subsequent to the enrollment that the student has been
- 9 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

Hickman County Board of Education

Descriptor Term:

Reporting Child Abuse

Descriptor Code:

6.409

Issued Date:

05/03/21

Rescinds:

6.409

Issued:

10/05/20

1 *General*

2 The Director of Schools shall:¹

- 3 1. Designate one employee as the Child Abuse Coordinator (the Coordinator) and an additional
4 employee to serve as the Alternate Child Abuse Coordinator (the Alternate) for each school;
5
- 6 2. Require that the Coordinator and the Alternate receive appropriate training;
7
- 8 3. Supply the Coordinator with all necessary resources;
- 9 4. Ensure that all employees working directly with students annually complete the child abuse
10 training program required by state law.²
11

12 The Coordinator shall assist any employee with appropriately reporting and responding to instances of
13 child abuse or child sexual abuse.

14 REPORTING

15 All personnel shall be alert for any evidence of child abuse, sexual abuse, or neglect.³ If personnel
16 know or have reasonable cause to suspect child abuse, sexual abuse, or neglect, a report shall be filed
17 immediately with the Coordinator, the Department of Children's Services (DCS), and law
18 enforcement.⁴ When alleged abuse involves someone employed by, previously employed by, or
19 otherwise affiliated with the school, the report may be made directly to the DCS and law enforcement
20 prior to notifying the Coordinator.⁵

21 The report shall include, to the extent known by the reporter:⁵

- 22 1. The name, address, telephone number, and age of the child;
23
- 24 2. The name, telephone number, and address of the parents or persons having custody of the child;
25
- 26 3. The nature and extent of the abuse or neglect; and
27
- 28 4. Any evidence to the cause or any other information that may relate to the cause or extent of the
29 abuse or neglect.

30 The Director of Schools/designee shall develop reporting procedures, including sample indicators of
31 abuse and neglect, and shall disseminate the procedures to all school personnel.

1 **CONFIDENTIALITY**

2 District employees shall keep all information regarding any child abuse confidential in accordance
3 with state law.

4 **INVESTIGATIONS**

5 School administrators and employees have a duty to cooperate, provide assistance, and information in
6 child abuse investigations⁶ including permitting DCS teams to conduct interviews while the child is at
7 school. The principal may control the time, place, and circumstances of the interview but may not
8 insist that a school employee be present even if the suspected abuser is a school employee or another
9 student. The principal is not in violation of any laws by failing to inform parent(s)/guardian(s) that the
10 child is to be interviewed even if the suspected abuser is not a member of the child's household.⁷

Legal References

1. Public Acts of 2020, Chapter No. 708
2. TCA 37-1-408
3. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602;
TCA 37-1-605(a)(4)
4. TCA 37-1-403(a)(2); Public Acts of 2020, Chapter
No. 708
5. TCA 37-1-403(b)
6. TCA 37-1-611(b)
7. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

Cross References

Recommendations and File Transfers 5.203
Staff-Student Relations 5.610
Interrogations and Searches 6.303
Student Discrimination, Harassment, Bullying, Cyber-
bullying, and Intimidation 6.304
Title IX & Sexual Harassment 6.3041
Promoting Student Welfare 6.400

Hickman County Board of Education

Descriptor Term: Memberships	Descriptor Code: 1.104	Issued Date: 08/02/21
	Rescinds: 1.104	Issued: 05/06/19

1 The Board shall maintain membership in the Tennessee School Boards Association.¹ ~~and through its~~
2 ~~membership in TSBA shall be an affiliate member of the Southern Region School Boards Association~~
3 ~~and the National School Boards Association.~~

4 The Board shall seek to participate as fully as possible in the activities of **this organization**.
5 Information obtained at conferences, conventions or workshops shall be shared at subsequent board
6 meetings.

7 Dues for membership in the Tennessee School Boards Association shall be included in each annual
8 budget in accordance with state statute.

9 The Board may also maintain institutional membership in other educational organizations which the
10 Board finds to be of benefit to members and school system personnel.

Legal References

1. TCA 49-2-2001

Cross References

Board Member Development Opportunities 1.204

Hickman County Board of Education

Descriptor Term: School Board Legislative Involvement	Descriptor Code: 1.105	Issued Date: 08/02/21
	Rescinds: 1.105	Issued: 05/06/19

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

- 4 1. The Board shall stay informed of pending legislation and actively communicate its
5 concerns and make its position known to the elected representatives at both the state and
6 national level;
- 7 2. The Board shall work with other school boards in the state, local citizen groups, and
8 other local officials in acquainting them with the board's legislative priorities and seek
9 their support;
- 10 3. The Board shall annually select one (1) of its members to serve as its representative to
11 the Tennessee Legislative Network (TLN). The representative shall be a level one or
12 greater board member and have been a delegate to the TSBA convention.
- 13 4. The Board shall work with its TLN representative, with TSBA, ~~NSBA~~, and other
14 concerned groups in developing an annual legislative program; and
- 15 5. The Board shall include in its budget appropriate resources, including travel expense,
16 necessary for its TLN representative and other board members to accomplish its desired
17 legislative goals.

Hickman County Board of Education

Descriptor Term: Board Member Development Opportunities	Descriptor Code: 1.204	Issued Date: 10/04/21
	Rescinds: 1.204	Issued: 06/03/19

1 The Board shall participate in activities designed to assist board members in improving their skills as
2 members of a policy-making body.

3 In order to control both the investment of time and funds necessary to implement this policy, the Board
4 establishes these principles and procedures for its guidance:

- 5 1. A calendar of school board conferences, conventions and workshops shall be maintained by the
6 board secretary and provided to each board member. At least annually the Board will identify
7 which meetings should be attended and the benefits which would be derived from participation
8 in such meetings; ¹
9
- 10 2. Funds for participation at such meetings shall be budgeted on an annual basis. The Board as a
11 whole shall retain the authority to approve or disapprove the participation of members in
12 planned activities;
13
- 14 3. Reimbursement to board members for their travel expenses shall be in accord with the travel
15 expense policy for staff members;
16
- 17 4. When a conference, convention or workshop is not attended by the full Board, those
18 participating will be requested to share information, recommendations and materials acquired at
19 the meeting; and
20
- 21 5. The public shall be kept informed through the news media about the Board's continuing
22 inservice education and about the programs anticipated for short- and long-range benefits to the
23 schools.

24 The Board regards the following as the kinds of activities and services appropriate for implementing
25 this policy:

- 26 1. Participation in school board conferences, workshops and conventions held by the State; ~~and~~
27 ~~National school Boards Association;~~
28
- 29 2. Local and district-sponsored training sessions for board members; and
30
- 31 3. Subscriptions to publications addressing the concerns of board members.

Legal References

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

Cross References

Board Evaluation 1.103
Memberships 1.104
School Board Legislative Involvement 1.105
School District Goals 1.700
School Calendar 1.800
Expenses and Reimbursements 2.804

Hickman County Board of Education

	Descriptor Term: Community Instructional Resources	Descriptor Code: 4.500	Issued Date: 05/04/20
		Rescinds: 4.500	Issued: 02/05/18

1 **COMMUNITY RESOURCE GUIDES**

2 An inventory of community resource people, agencies and establishments which have potential to
3 enhance teaching and learning shall be conducted for each school and kept current to assist in
4 instructional planning.

5 **USE OF COMMUNITY RESOURCE PERSONS**

6 The Board recognizes the value of community resource persons in the educational program and
7 authorizes the use of such persons with approval of the principal.

Hickman County Board of Education

	Descriptor Term: School Volunteers	Descriptor Code: 4.501	Issued Date: 05/04/20
		Rescinds: 4.501	Issued: 02/05/18

1 The Board endorses a volunteer program in the schools¹ and authorizes principals to develop a
2 volunteer program for each school.

3 All volunteers must be approved by the principal and shall serve under the supervision and direction of
4 the professional personnel of the school to which they are assigned. Volunteers shall assist professional
5 personnel in the performance of their teaching and administrative responsibilities. They may not teach
6 but may reinforce skills taught by the professional staff.

7 The principal shall identify appropriate tasks for volunteers and shall be responsible for planning and
8 conducting orientation programs and regular in-service training sessions.

9 Volunteers shall serve without compensation.²

10 The principal shall ensure that appropriate recognition of volunteer services is made annually.

11 The director of schools shall develop procedures to require appropriate background checks for
12 volunteers who may work closely with students without much or any supervision of district employees.

Legal References

1. TCA 49-6-7001
2. TCA 29-20-310(e)

Cross References

Visitors to the School 1.501

Hickman County Board of Education

	Descriptor Term: <p style="text-align: center;">Parental and Family Involvement</p>	Descriptor Code: <p style="text-align: center;">4.502</p>	Issued Date: <p style="text-align: center;">05/04/20</p>
		Rescinds: <p style="text-align: center;">4.502</p>	Issued: <p style="text-align: center;">02/05/18</p>

1 GENERAL EXPECTATIONS FOR PARENTAL INVOLVEMENT

2 The board is committed to increasing and ensuring the involvement of parents and other family members in the
 3 education of students.

4 The board shall implement the following as required by federal or state laws or regulations:¹

- 5 • The school district shall annually work with parents in evaluating and potentially revising the provisions
 6 of this policy in improving the quality of schools. Such an evaluation shall strive to identify any barriers
 7 to greater participation by parents (with particular attention to parents who are economically
 8 disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial
 9 or ethnic minority background).
- 10 • The school district shall provide the coordination, technical assistance, and other necessary support to
 11 assist individual schools with planning and implementing parental involvement activities.
- 12 • The school district shall involve parents with the development of required educational or improvement
 13 plans.
- 14 • The school district shall coordinate and integrate parental involvement strategies with those associated
 15 with other federal or state programs.
- 16 • The school district shall put into operation activities and procedures for the involvement of parents in all
 17 of its schools.² Those programs, activities and procedures will be planned and operated with meaningful
 18 consultation with parents.
- 19 • The school district shall ensure that activities and strategies are implemented to support this policy and
 20 included in the district plan.
- 21 • The district improvement plan shall include strategies for parental participation in the district's schools
 22 which are designed to improve parent and teacher cooperation in such areas as homework, attendance,
 23 discipline and higher education opportunities for students.
- 24 • The district plan shall include procedures to enable parents to learn about the course of study of their
 25 children and have access to all learning materials.
- 26 • The district plan shall identify opportunities for parents to participate in and support classroom
 27 instruction in the school. Such opportunities include, but are not limited to, organizing fundraising
 28 activities, volunteering as a field trip chaperone, assisting in the library, computer lab, or on the
 29 playground, offering after-school clubs, and recycling clothes.
- 30 • If the school district's plan is not satisfactory to parents, the school district shall submit parental
 31 comments regarding the plan to the State Department of Education as required.

- 1 • The school district shall ensure Title I schools are in compliance with the *Every Student Succeeds Act*.

2 The director shall develop and implement any procedures necessary to accomplish the goals of this policy.

3 **SCHOOL LEVEL POLICY**

4 Each school shall submit to the director and board, for review and comment, its Title I school parent
5 involvement policy, which must meet state and federal requirements, including a school-parent compact. This
6 school level policy shall be developed jointly with and distributed to parents of participating students. A copy of
7 these documents shall be retained in the district office and made available on the school's (if applicable) and
8 school system's website.

9 **SUPPORT FOR PROGRAM**

10 If the Title I allocation is \$500,000 or more to the school system, then not less than one per cent (1%) nor more
11 than five percent (5%) of that allocation shall be reserved for the purpose of promoting parent involvement.
12 Parents of students participating in the Title I programs shall be consulted on the use of these funds.

13 **FAMILY-SCHOOL PARTNERSHIPS¹**

14 Families and community members should be engaged in the education of students based on the following
15 standards:

- 16 • Families are welcomed into the school community;
- 17 • Families and school staff should engage in regular and meaningful communication about student
18 learning;
- 19 • Families and school staff work together to support student learning and development;
- 20 • Families are informed and encouraged to be advocates for students;
- 21 • Families are full partners in the decisions that affect children and families; and
- 22 • Community, civic, and business resources are made available to strengthen school programs, family
23 practices, and student learning.
24

Legal References

1. Every Student Succeeds Act, Pub.L. 114-95, Dec. 10, 2015, 129 Stat. 1802; TCA 49-6-7001; State Board of Education, Tennessee Parent/Family Involvement Policy 4.207; TCA 49-2-305
2. TCA 49-6-7001

Hickman County Board of Education

	Descriptor Term: <h2 style="text-align: center;">Grading System</h2>	Descriptor Code: 4.600	Issued Date: 05/04/20
		Rescinds: 4.600	Issued: 03/05/18

1 The director of schools shall develop an administrative procedure to establish a system of grading and
 2 assessment for evaluating and recording student progress and to measure student performance in
 3 conjunction with Board-adopted content standards for grades K-8. The grading/assessment system
 4 shall follow all applicable statutes and rules and regulations of the State Board of Education. The
 5 grading/assessment system shall be uniform district-wide at comparable grade levels except that the
 6 director of schools shall have the authority to establish and operate ungraded and/or unstructured
 7 classes in grades K-3.¹

8 The director of schools shall submit a copy of the grading, reporting and assessment systems to the
 9 Board before the system is implemented.² These guidelines shall be communicated annually to students
 10 and parents/guardians.¹

11 **GUIDELINES**

12 Subject-area grades shall be expressed by the letters “A”, “B”, “C”, “D”, and “F”, or with their
 13 corresponding numerical values.

14	A	93 - 100
15	B	85 - 92
16	C	75 - 84
17	D	70 - 74
18	F	0 - 69 ¹

19 The following high school courses will have weighted grades:

- | | |
|---------------------------------|---------------------------------|
| 20 Honors English (Grades 9-12) | Trigonometry |
| 21 Honors Biology I | Honors Algebra II |
| 22 Honors Physical Science | Honors Geometry |
| 23 Honors Chemistry | Dual Enrollment College Courses |
| 24 Honors Physics | Honors American History |
| 25 Anatomy | Honors Algebra I |

1 Conduct grades are based on behavior and shall not be deducted from scholastic grades.

2 Attendance records **will not** be the sole criterion in determining the awarding of grades or the passing
3 of a course or promotion or retention.

4 Plus and minus evaluations are not to be added to letter grades. Grades are not to be changed once
5 recorded on a report card. If an erroneous grade has been recorded, correction must be made on a new
6 card.

7 Grades given at the end of each nine (9) weeks period for elementary, intermediate, middle school, and
8 high school will be determined from daily work, homework, written assignments and tests. The
9 teacher will weigh the value of grades given for various assignments and tests within the applicable
10 period in computing the grade. This procedure will enable the teacher to allow for individual student
11 differences in the grading process. Any assignments and tests required of a student must be considered
12 in the computation of his grade.

13 At the middle school level and at the high school level, grades will be determined by an average of
14 grades for each of the two 9-week periods. The grades given at the end of each nine (9) weeks period
15 shall be the grade earned by the student, as computed by the teacher, and shall not be subject to
16 manipulation, regardless of the passing or failing nature of the grade provided that said teacher has
17 documented verification on file that he/she has reasonably attempted to contact the student's parent(s)
18 or guardian(s) making them aware of the student's failing grade or grades. The final grade of the year
19 will be determined by averaging the two (2) semester grades.

20 The work of a student whose grades are satisfactory but are withheld because of failure to complete the
21 required work shall be reported as incomplete (I). If the incomplete is not removed in the time
22 designated by the teacher, it will then become an "F".

23 **GRADES NINE - TWELVE GRADING SCALE AND LOTTERY SCHOLARSHIPS⁵**

24 Schools teaching grades nine through twelve shall use the uniform grading system established by the
25 State Board of Education. Using the uniform grading system, students' grades shall be reported for the
26 purposes of application for post secondary financial assistance administered by the Tennessee Student
27 Assistance Corporation.¹

1 Each school counselor shall provide incoming freshman with information on college core courses
2 required for lottery scholarships as well as necessary criteria (grade point average, ACT, and SAT
3 score, etc.) that must be met in order to receive a scholarship.

4 Seniors may apply for the Tennessee HOPE Scholarship by completing the Free Application for
5 Federal Student Aid (FAFSA). The FAFSA is available at the guidance office or on-line at
6 www.fafsa.ed.gov. Students shall be made aware of all applicable FAFSA deadlines and encouraged to
7 submit applications in a timely manner.

8 Elementary school counselors should explain the HOPE Scholarship and its requirements to their
9 students and impress upon them the benefits of making good grades.

10 **LOTTERY SCHOLARSHIP DAY**

11 Each school year, prior to scheduling courses for the following school year, schools teaching students
12 in grades 8-11 shall conduct a lottery scholarship day for students and their parents.⁶

Legal References

1. TRR/MS 0520-01-03-.05(3)
2. TCA 49-2-203(b)(7); TCA 49-2-301(b)(1)(H)
3. TCA 49-1-617
4. TCA 49-2-203(b)(7)
5. TCA 49-4-904-907; SBOE Policy 3.301
6. TCA 49-4-932(f)

Hickman County Board of Education			
	Descriptor Term: Reporting Student Progress	Descriptor Code: 4.601	Issued Date: 05/04/20
		Rescinds: 4.601	Issued: 02/15/18

1 Student report cards shall be provided once every nine (9) weeks during the school year. The reporting
 2 procedure shall be in writing and shall be uniform for all reporting periods during each school year.¹
 3 Each report shall be signed by the parents and returned promptly to the school.

4 Student progress reports shall indicate the students' conduct, attendance and academic progress and other
 5 information necessary to communicate effectively with the parents.

6 In addition to the regular progress reports, principals and teachers are encouraged to confer with parents
 7 on the educational progress of their children. Teachers shall consult with parents of students who are
 8 working at an unsatisfactory level or whose performance shows a marked or sudden deterioration.
 9 Parents shall be notified by the teacher as early in the school year as possible if the retention of a student
 10 is being considered.

11 DRIVER'S LICENSE REVOCATION

12 Any student fifteen (15) years of age or older who becomes academically deficient shall be reported to
 13 the Department of Safety for driver's license revocation.

14 A student shall be deemed academically deficient if he/she has not received passing grades in at least
 15 three (3) full unit subjects or their equivalency at the end of semester grading.

16 A copy of the notice sent to the Department of Safety by the attendance teacher or the director of schools
 17 or his/her designee shall also be mailed to the student's parent or guardian.²

18 PARENT CONFERENCES

19 At least two (2) times during the school year, conferences shall be scheduled in which parents and
 20 teachers may discuss any pertinent problems or other matters of concern regarding the development and
 21 education of each student. These scheduled conferences shall not use any portion of the 180 days of
 22 classroom instruction.³ The director of schools shall be responsible for scheduling and coordinating
 23 systemwide conferences.

24 Conferences shall be physically accessible to all students, parents and/or guardians.⁴

Legal References

1. TRR/MS 0520-01-03-.05(3)(a); TCA 49-6-901
2. TCA 49-6-3017
3. TCA 49-6-7002
4. 28 CFR § 36.201

Cross References

School Calendar 1.800
Section 504 & ADA Grievance Procedures 1.802
Grading System 4.600
Promotion and Retention 4.603
Staff Time Schedules 5.602
Attendance 6.200

Hickman County Board of Education

	Descriptor Term: <h2 style="text-align: center;">Homework</h2>	Descriptor Code: 4.6011	Issued Date: 05/04/20
		Rescinds: 4.6011	Issued: 02/05/18

- 1 The Board recognizes that some homework by students is desirable and necessary. To be effective,
 2 homework shall be carefully planned, judiciously assigned and systematically evaluated.
- 3 Homework is to be assigned to reinforce and strengthen specific areas of interest and opportunities. It
 4 must never be given for punishment.
- 5 Homework assignments should be made by the teacher in cooperation with the students and other
 6 teachers, under the overall supervision of the principal. All homework shall be received by the teacher
 7 making the assignment and credit given for the student's efforts.
- 8 Homework assignments shall take into consideration individual differences of students such as health,
 9 ability, conditions of home, and educational resources at home. Homework shall not require the use of
 10 reference materials not readily available in most homes, school libraries or the public library.
- 11 Homework shall not be in continuing conflict for time with the home and other community agencies
 12 having primary responsibility for certain aspects of the student's development.

HOMEWORK GUIDELINES

- 14 Grades 1 and 2 - If necessary, homework should not exceed fifteen (15) minutes per day.
- 15 Grades 3 and 4 - If necessary, homework should not exceed thirty (30) minutes per day.
- 16 Grades 5 and 6 - If necessary, homework should not exceed ten (10) minutes per subject or
 17 forty-five (45) minutes per day
- 18 Grades 7 and 8 - If necessary, homework should not exceed fifteen (15) minutes per subject
 19 or sixty (60) minutes per day.
- 20 Grades 9 to 12 - If necessary, homework should not exceed thirty (30) minutes per subject
 21 per day.

Hickman County Board of Education

	Descriptor Term: Class Ranking	Descriptor Code: 4.602	Issued Date: 05/04/20
		Rescinds: 4.602	Issued: 02/05/18

- 1 Students must be enrolled full time at the home base school to be eligible for ranking among the top high school
2 seniors.
- 3 All grades (excluding those gained after the initial athletic participation grade) earned in grades 9,10,11 and the
4 first semester of grade 12 will be counted toward the grade point average and the rank in class.
- 5 Honor roll students will be determined by standards approved by the principal and faculty of each school.
6 Students who meet these standards, and who do not request otherwise, will have their names submitted to the
7 principal each nine (9) weeks for release to the local newspaper.
- 8 Each school department or club which presents honors or awards or conducts contests will file with the principal
9 the name of the honor, award or contest; the basis for selection of the award and honor; the method of
10 participation; and the reason for the contest.
- 11 The giving of any prize or medal or the making of any award by persons or agencies outside the schools must
12 have the approval of the Board.
- 13 To become valedictorian or salutatorian, or ranked in the top ten, a student must be enrolled in the high school at
14 least four (4) of the seven (7) semesters preceding the final semester. The final semester will not be used in
15 determining class standing.
- 16 ***Exception***
- 17 When a new high school is opened in the school system, for the first year, a senior student must be enrolled at
18 the new high school for a majority of the first semester and have been enrolled in one of the school system's
19 other high school(s) for at least three (3) of the seven (7) semesters preceding the final semester; for the second
20 year, a senior student must have been enrolled at the new high school for three (3) semesters and have been
21 enrolled at one of the school system's other high school(s) at least one (1) semester of the seven (7) semesters
22 preceding the final semester; for the third year, a senior student must have been enrolled at the new high school
23 for four of the five semesters preceding the final semester; for the fourth year and beyond, the provisions of the
24 preceding paragraph apply. For those students who do not meet the exception criteria, their high school grades
25 (i.e., Hickman County and other school systems) will be compiled for a grade ranking of the class.

Cross References

Grading System 4.600
Graduation Requirements 4.605

Hickman County Board of Education

Descriptor Term:

Promotion and Retention

Descriptor Code:
4.603

Issued Date:
05/04/20

Rescinds:
4.603

Issued:
04/01/19

1 PROMOTION¹

2 The director of schools/designee shall promote students to the next grade level based on the successful
3 completion of required academic work and on the satisfactory progress in each of the relevant
4 academic areas. However, no student enrolled in the third grade shall be promoted unless the student
5 has shown a basic understanding of curriculum and the ability to perform the skills required in the
6 subject of reading as demonstrated by the student's grades or standardized test results. This
7 requirement shall not apply to students who are participating in a board-approved, research-based
8 intervention prior to the beginning of the next school year or to students who have an individualized
9 education program (IEP).²

10 Students who have difficulty in achieving the requirements for promotion may be considered for
11 retention. Factors used to identify students for retention shall include:²

- 12 1. The student's ability to perform at the current grade level;
- 13
- 14 2. The results of local assessments, if applicable;
- 15
- 16 3. State assessments, as applicable;
- 17
- 18 4. The overall academic achievement of the student;
- 19
- 20 5. The student's chance for success with more difficult material if promoted to the next grade;
- 21
- 22 6. Attendance; and
- 23
- 24 7. Social and emotional maturity.
- 25

26 Students may be identified for retention after the February 1st deadline if the delay in identifying a
27 student is due to:

- 28 1. Date of enrollment;
- 29
- 30 2. Additional information acquired after results of local assessment, screening, or monitoring are
31 released; or
- 32
- 33 3. Decisions made by a student's IEP team or extenuating medical or psychological information
34 on a case by case basis.

1 When a student is considered for retention, the student's parent/guardian shall be notified within
2 fifteen (15) days, and an individualized promotion plan shall be developed to help the student avoid
3 retention. This plan will be provided to the student's parent/guardian.

4 The director shall develop procedures governing how decisions on retention will be made after the
5 student begins work on his/her individualized promotion plan.

6 *K – 3 Reading Notification*

7 If it is determined through a student's overall performance or a state or local assessment that a student
8 in grades kindergarten through three (K-3) is not meeting grade-level standards in reading, the
9 student's parent(s)/guardian(s) shall be notified within fifteen (15) calendar days of such
10 determination.

11 **RETENTION¹**

12 A student may be retained when, in the judgment of the student's teacher and/or the student's IEP
13 team, such retention is in the best interest of the student. However, a student shall not be retained more
14 than once in any grade.

15 If a student is retained, the director of schools/designee shall develop an individualized academic
16 remediation plan prior to the start of the next school year. A copy of the plan shall be provided to the
17 student's parent/guardian within ten (10) days of its development. This plan shall include at least one
18 of the following strategies:

- 19 1. Adjustment to the current instructional strategies or materials;
- 20
- 21 2. Additional instructional time;
- 22
- 23 3. Individual tutoring outside of school hours;
- 24
- 25 4. Modification to the student's classroom assignment to ensure the student receives
26 instruction from a highly effective teacher; or
- 27
- 28 5. Attendance or truancy interventions.

29 The director of schools shall develop procedures to ensure proper monitoring of students who are
30 retained and appropriate recordkeeping.

31 For the purpose of determining the effectiveness of retention toward improving student achievement,
32 the progress of retained students shall be closely monitored and reported to parent(s)/guardian(s) at
33 least three (3) times during the school year in which the student is retained.

Legal References

1. State Board of Education Policy 3.300; TRR/MS
0520-01-03-.05(3)(b)
2. TCA 49-6-3115; 20 USCA § 1400 et seq.

Cross References

Credit Recovery 4.210
Grading System 4.600
Reporting Student Progress 4.601
Attendance 6.200
Student Assignments 6.205

Hickman County Board of Education

	Descriptor Term: Graduation Requirements	Descriptor Code: 4.605	Issued Date: 08/02/21
		Rescinds: 4.605	Issued: 08/03/20

1 *General*

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

3 Before high school graduation, every student shall:¹

- 4 1. Achieve the specified twenty-four (24) units of credit;
- 5 2. Have satisfactory records of attendance and conduct;
- 6 3. Take the ACT or SAT prior to graduation;² and
- 7 4. Pass a United States civics test.³

8 Students achieving the minimum twenty-two credits will be awarded a state diploma. In order to receive
9 a Hickman County diploma, students shall obtain twenty-four credits.

10 **SPECIAL EDUCATION STUDENTS⁴**

11 Special education students who earn the prescribed twenty-four (24) credit minimum shall be awarded
12 a regular high school diploma.

13 *Special Education Diploma*

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

- 16 1. Completed four (4) years of high school;
- 17 2. Made satisfactory progress on their IEP; and
- 18 3. Maintained satisfactory records of attendance and conduct.

19 *Occupational Diploma*

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

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

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

3 Students who have received a special education diploma or an occupational diploma shall continue to
4 make progress towards a regular high school diploma until the end of the school year in which they turn
5 twenty-two (22) years old.

6 *Alternate Academic Diploma*

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

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

16 **STUDENT LOAD**

17 All full time students in grades 9-12 shall be enrolled each semester in subjects that produce a minimum
18 of five (5) units of credit for graduation per year. Students with hardships and gifted students may appeal
19 this requirement to the director of schools and then to the board.⁶

20 **EARLY GRADUATION⁷**

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

24 In order to graduate early, students must meet the following requirements:

- 25 1. Earn the required seventeen (17) credits;
- 26 2. Achieve a benchmark score for each required end-of-course exam;
- 27 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 28 4. Meet the minimum ACT or SAT benchmark score;
- 29 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 30 6. Complete at least two (2) types of the following courses:
 - 31 a. AP;
 - 32 b. IB;
 - 33 c. Dual enrollment; or
 - 34 d. Dual credit.

35 The director of schools shall develop administrative procedures to ensure that the early graduation
36 program is conducted in accordance with state law.

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

Class Size Ratios 4.201
Alternative Credit Options 4.209
Honor Roll, Awards, & Class Ranking 4.602

Hickman County Board of Education

	Descriptor Term: Graduation Activities	Descriptor Code: 4.606	Issued Date: 05/04/20
		Rescinds: 4.606	Issued: 04/02/18

1 Students who have met all graduation requirements on the day of graduation and students who are within
2 two (2) or fewer credits of meeting all requirements¹ and can complete the requirements during the
3 summer may participate in graduation activities. If extenuating circumstances exist at any school, the
4 matter shall be presented to the Board prior to graduation activities.

5 Students are expected to participate in all graduation activities, and graduation apparel shall be
6 determined by the administration of each school and shall be the personal expense of each student. Any
7 fees required for graduation ceremonies shall be waived for students who are eligible to receive free or
8 reduced price lunches, and in such cases, the school shall assume responsibility for payment of fees.²

9 Graduation ceremonies shall be physically accessible to all students, their parents and/or guardians, and
10 other interested citizens.³

11 Students who do not wish to participate in graduation activities shall notify the school principal in writing
12 at least five (5) days prior to the day of graduation. Non-participating students shall receive their
13 diplomas or certificates from the principal's office within one (1) week of the day of graduation.

14 Graduation activities organized by district employees shall not be religious in nature.⁴ The content of
15 any students' speeches shall not reflect the endorsement, sponsorship, position, or expression of the
16 school, employees, or Board.

17 The director of schools shall develop procedures to ensure that students are recognized at graduation
18 ceremonies for the following achievements:⁵

- 19 • Honors;
- 20 • State Honors;
- 21 • State Distinction;
- 22 • District Distinction;
- 23 • Tri-Star Scholar;
- 24 • Students receiving a TN Seal of Biliteracy;
- 25 • Students voluntarily completing at least ten (10) hours of community service each semester the
26 student is in attendance at a public high school;
- 27 • Students receiving a gold or platinum medal on National Career Readiness Certificate; and
- 28 • Students graduating with a district-developed work ethic distinction.

Legal References

1. TCA 49-6-405
2. TCA 49-2-114
3. 28 CFR § 36.201
4. *Lee v. Weisman*, 505 U.S. 577(1992), 112 S. Ct. 2649, 120 L. Ed. 2d 467 (1992)
5. TRR/MS 0520-01-03-.06(1)(b); State Board of Education Policy 2.103; TCA 49-6-6010

Cross References

Section 504 & ADA Grievance Procedures 1.802
Student Fees and Fines 6.709

Hickman County Board of Education

	Descriptor Term: Waivers of Statute, Rules and Regulations	Descriptor Code: 4.607	Issued Date: 05/04/20
		Rescinds: 4.607	Issued: 02/05/18

- 1 If the Board determines that it is in the best interest of the school district, application may be made to
2 the commissioner of education for a waiver of any state board rule or regulation that inhibits or hinders
3 the Board's ability to implement programs designed to improve student achievement.¹ However, the
4 Board will not seek a waiver from those rules and regulations that are specifically excluded by state law.
- 5 Further, the Board may request from the Commissioner of Education a waiver of state law, rule or
6 regulation from maximum class sizes in the event a natural disaster has caused displaced students to
7 become enrolled in the school district.²

Legal References

1. TCA 49-1-201(d)(1)
2. TCA 49-1-104(f)

Hickman County Board of Education

	Descriptor Term: <h2 style="text-align: center;">Transcript Alterations</h2>	Descriptor Code: 4.608	Issued Date: 10/01/18
		Rescinds:	Issued:

- 1 Any student transcript alteration shall be supported by documentation.¹ This documentation shall
- 2 include the reason for the transcript alteration and evidence that the student earned the grade reflected
- 3 in the altered transcript. Anyone without authorization found to be altering transcripts shall be subject
- 4 to dismissal.

- 5 Hickman County Schools shall not retaliate against an employee who brings unauthorized transcript
- 6 alterations to the attention of school officials.¹

- 7 The Director of Schools shall develop procedures to implement this policy.

Legal References

1. Public Acts of 2018, Chapter No. 557; TCA 49-5-1003(b)(3)

Cross References

Grading System 4.600



AIA[®] Document C132[™] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the _____ day of _____ in the year TWO THOUSAND TWENTY-TWO
(In words, indicate day, month and year.)

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

HICKMAN COUNTY SCHOOLS
114 NORTH CENTRAL AVENUE
SUITE 203
CENTERVILLE, TN 37033

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

CODELL CONSTRUCTION COMPANY
4475 ROCKWELL ROAD
WINCHESTER, KY 40391

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

HICKMAN COUNTY SCHOOLS
CENTERVILLE, TN 37033
EAST HICKMAN CAMPUS, CENTERVILLE ELEMENTARY SCHOOL, HICKMAN COUNTY MIDDLE SCHOOL

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

LYLE.COOK.MARTIN ARCHITECTS
310 FRANKLIN STREET
CLARKSVILLE TN 37040

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132[™]–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

different scopes of work consisting of HVAC work, replacement of doors and windows, plumbing repair and upgrades and additions of restrooms principally funded by ESSER II and ARP ESSER Federal Grants

§ 1.1.2 The Project's physical characteristics:

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

TBD

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

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

Owner's budget is \$4,000,000.00 inclusive of construction cost (labor, materials, and equipment, fees of any kind, Architect's fee, Construction Manager's fee

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

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

ESSER II PROJECTS MUST BE COMPLETED BY OR BEFORE JUNE 30, 2023
ARP ESSER III PROJECTS MUST BE COMPLETED BY OR BEFORE JUNE 30, 2024

.4 Other milestone dates:

TBD

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

The procurement method should be competitive bid incorporating all Local, State, and Federal requirements in the bidding documents.

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

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

N/A

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

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

MIKE PLUNKETT, MAINTENANCE DIRECTOR
HICKMAN COUNTY SCHOOLS
115 MURPHREE AVENUE
CENTERVILLE, TN 37033
PHONE: 931-729-3391

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

JOEY CHILTON, ESSER MANAGER
115 MURPHREE AVENUE
CENTERVILLE, TN 37033
PHONE: 931-729-3391

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

.1 Land Surveyor:

TBD

.2 Geotechnical Engineer:

TBD

.3 Civil Engineer:

TBD

.4 Contractors, as defined in Section 1.4:

TBD

.5 Separate Contractors, as defined in Section 1.4:

TBD

.6 Other, if any:

(List any other consultants retained by the Owner.)

TBD

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

JAMES C. CODELL IV, PRESIDENT
CODELL CONSTRUCTION COMPANY
4475 ROCKWELL ROAD
WINCHESTER, KY 40391
PHONE: 859/744-2222

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

TBD

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

N/A

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

N/A

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

N/A

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

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

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

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

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

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

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than ONE MILLION DOLLARS (\$ 1,000,000.00) for each occurrence and TWO MILLION DOLLARS AND NO CENTS (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ONE MILLION DOLLARS AND NO CENTS (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ONE MILLION DOLLARS AND NO CENTS (\$ 1,000,000.00) each accident, ONE MILLION DOLLARS AND NO CENTS (\$ 1,000,000.00) each employee, and ONE MILLION DOLLARS AND NO CENTS (\$ 1,000,000.00) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than TWO MILLION DOLLARS AND NO CENTS (\$ 2,000,000.00) per claim and TWO MILLION DOLLARS AND NO CENTS (\$ 2,000,000.00) in the aggregate.

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

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

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

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant, responsible for managing and maintaining the centralized electronic document management system.

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

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

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual

estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

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

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

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

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project,

including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

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

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

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

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

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided

in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Construction Manager, Owner or not provided)</i>
§ 4.1.1.1 Measured drawings	N/A
§ 4.1.1.2 Tenant-related services	N/A
§ 4.1.1.3 Commissioning	N/A
§ 4.1.1.4 Development of a commissioning plan	N/A
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	N/A
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	N/A
§ 4.1.1.8 Assistance with site selection	N/A
§ 4.1.1.9 Assistance with selection of the Architect	N/A
§ 4.1.1.10 Furnish land survey	N/A
§ 4.1.1.11 Furnish geotechnical engineering services	N/A
§ 4.1.1.12 Provide insurance advice	N/A
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	N/A
§ 4.1.1.14 Stakeholder relationships management	N/A
§ 4.1.1.15 Owner moving coordination	N/A
§ 4.1.1.16 Coordination of Owner's Separate Contractors	N/A
§ 4.1.1.17 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

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

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

N/A

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

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

N/A

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

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

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

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

Init.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect’s scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager’s services.

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

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

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

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

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

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

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

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

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner’s own forces, and to award contracts in connection with the Project which are not part of the Construction Manager’s responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager’s ability to perform the Construction Manager’s responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

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

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

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

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

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a

period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction in the State of Tennessee, County of Hickman
- Other: (Specify)

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

2% of the Current Construction Budget billable and payable as provide in Attached Owner’s Article 12 Special Terms and Conditions.

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Two Hundred Forty Thousand Dollars and No Cents (\$240,000.00) (Six Percent (6 %) of the Current Construction Budget) to be separated as follows:

Line Item 1 -One Hundred Thirty-Nine Thousand, Five Hundred Dollars and No Cents (\$139,500.00) to be paid in equal monthly payments to cover On-Site Services cost

Line Item 2 -One Hundred Thousand, Five Hundred Dollars and No Cents (\$100,500.00) to be billed by percentage of completion of work.

§ 11.2

§ 11.3

§ 11.4

§ 11.5

Employee or Category

Rate (\$0.00)

§ 11.6 **Compensation for Reimbursable Expenses**

(Paragraphs deleted)

§ 11.6.1.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager’s consultants plus NA percent (NA %) of the expenses incurred.

§ 11.7 **Construction Manager’s Insurance.** If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

§ 11.8 **Payments to the Construction Manager**

§ 11.8.1 **Initial Payment**

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

§ 11.8.2 **Progress Payments**

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid thirty (30

) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

% Current Percentage Rate per the Tennessee Prompt Payment Act

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

n/a

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2

.3 Exhibits:

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

AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

(Insert the date of the E235-2019 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

.4 Other documents:

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

Owner's Article 12 Special Terms and Conditions

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

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)



Init.

/

Additions and Deletions Report for **AIA[®] Document C132[™] – 2019**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:10:31 ET on 07/05/2022.

PAGE 1

AGREEMENT made as of the _____ day of _____ in the year TWO THOUSAND TWENTY-TWO

...

HICKMAN COUNTY SCHOOLS
114 NORTH CENTRAL AVENUE
SUITE 203
CENTERVILLE, TN 37033

...

CODELL CONSTRUCTION COMPANY
4475 ROCKWELL ROAD
WINCHESTER, KY 40391

...

HICKMAN COUNTY SCHOOLS
CENTERVILLE, TN 37033
EAST HICKMAN CAMPUS, CENTERVILLE ELEMENTARY SCHOOL, HICKMAN COUNTY MIDDLE SCHOOL

...

LYLE.COOK.MARTIN ARCHITECTS
310 FRANKLIN STREET
CLARKSVILLE TN 37040

PAGE 2

different scopes of work consisting of HVAC work, replacement of doors and windows, plumbing repair and upgrades and additions of restrooms principally funded by ESSER II and ARP ESSER Federal Grants

...

TBD

...

Owner's budget is \$4,000,000.00 inclusive of construction cost (labor, materials, and equipment, fees of any kind, Architect's fee, Construction Manager's fee

...

PAGE 3

TBD

TBD

...

ESSER II PROJECTS MUST BE COMPLETED BY OR BEFORE JUNE 30, 2023
ARP ESSER III PROJECTS MUST BE COMPLETED BY OR BEFORE JUNE 30, 2024

...

TBD

...

The procurement method should be competitive bid incorporating all Local, State, and Federal requirements in the bidding documents.

...

N/A

...

MIKE PLUNKETT, MAINTENANCE DIRECTOR
HICKMAN COUNTY SCHOOLS
115 MURPHREE AVENUE
CENTERVILLE, TN 37033
PHONE: 931-729-3391

PAGE 4

JOEY CHILTON, ESSER MANAGER
115 MURPHREE AVENUE
CENTERVILLE, TN 37033
PHONE: 931-729-3391

...

TBD

...

TBD

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TBD

...

TBD

...

TBD

...

TBD

...

JAMES C. CODELL IV, PRESIDENT
CODELL CONSTRUCTION COMPANY
4475 ROCKWELL ROAD
WINCHESTER, KY 40391
PHONE: 859/744-2222

PAGE 5

TBD

...

N/A

...

N/A

...

N/A

PAGE 6

§ 2.8.1 Commercial General Liability with policy limits of not less than ONE MILLION DOLLARS (\$ 1,000,000.00) for each occurrence and TWO MILLION DOLLARS AND NO CENTS (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ONE MILLION DOLLARS AND NO CENTS (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ONE MILLION DOLLARS AND NO CENTS (\$ 1,000,000.00) each accident, ONE MILLION DOLLARS AND NO CENTS (\$ 1,000,000.00) each employee, and ONE MILLION DOLLARS AND NO CENTS (\$ 1,000,000.00) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than TWO MILLION DOLLARS AND NO CENTS (\$ 2,000,000.00) per claim and TWO MILLION DOLLARS AND NO CENTS (\$ 2,000,000.00) in the aggregate.

PAGE 7

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, Participant, responsible for managing and maintaining the centralized electronic document management system. ~~The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:~~
(List any items to be included that are not listed in Article 3 of E203-2013.)

PAGE 14

§ 4.1.1.1	Measured drawings	<u>N/A</u>
§ 4.1.1.2	Tenant-related services	<u>N/A</u>
§ 4.1.1.3	Commissioning	<u>N/A</u>
§ 4.1.1.4	Development of a commissioning plan	<u>N/A</u>
§ 4.1.1.5	Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.6	Furniture, furnishings and equipment delivery, and installation coordination	<u>N/A</u>
§ 4.1.1.7	Furniture, furnishings and equipment procurement assistance	<u>N/A</u>
§ 4.1.1.8	Assistance with site selection	<u>N/A</u>
§ 4.1.1.9	Assistance with selection of the Architect	<u>N/A</u>
§ 4.1.1.10	Furnish land survey	<u>N/A</u>
§ 4.1.1.11	Furnish geotechnical engineering services	<u>N/A</u>
§ 4.1.1.12	Provide insurance advice	<u>N/A</u>
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	<u>N/A</u>
§ 4.1.1.14	Stakeholder relationships management	<u>N/A</u>
§ 4.1.1.15	Owner moving coordination	<u>N/A</u>
§ 4.1.1.16	Coordination of Owner's Separate Contractors	<u>N/A</u>
§ 4.1.1.17	Other Supplemental Services	<u>N/A</u>

...

N/A

...

N/A

PAGE 19

Litigation in a court of competent jurisdiction in the State of Tennessee, County of Hickman

PAGE 22

2% of the Current Construction Budget billable and payable as provide in Attached Owner's Article 12 Special Terms and Conditions.

...

Two Hundred Forty Thousand Dollars and No Cents (\$240,000.00) (Six Percent (6 %) of the Current Construction Budget) to be separated as follows:

Line Item 1 -One Hundred Thirty-Nine Thousand, Five Hundred Dollars and No Cents (\$139,500.00) to be paid in equal monthly payments to cover On-Site Services cost

Line Item 2 -One Hundred Thousand, Five Hundred Dollars and No Cents (\$100,500.00) to be billed by percentage of completion of work.

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

...

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

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

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

...

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

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

...

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

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

§ 11.6.1.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus NA percent (NA %) of the expenses incurred.

...

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

...

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

PAGE 23

% Current Percentage Rate per the Tennessee Prompt Payment Act

...

n/a

...

.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

...

Owner's Article 12 Special Terms and Conditions

Certification of Document's Authenticity

AIA® Document D401™ – 2003

Frances L. Jones

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:10:31 ET on 07/05/2022 under Order No. 2114238182 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Frances L. Jones

(Signed)

Corporate Secretary

(Title)

July 5, 2022

(Dated)

ARTICLE 12. SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this agreement are as follows. These special terms and conditions shall, as the case may be, modify, delete, add to and replace by substitution certain provisions of the AIA® Document C132™ – 2019 and AIA® Document A232™ – 2019 and all documents incorporated therein (“Agreement”). For any article, paragraph, sub-paragraph, clause or language of the Agreement that is deleted, modified, added to or otherwise changed by this Article 12, the unaltered provisions of that article, paragraph, sub-paragraph, clause or language shall remain in full force or effect. If, however, and to the extent the conditions set forth below are inconsistent with the Agreement or any other documents, including, but not limited to, any incorporated document(s), the conditions set forth below shall supersede and control.

§ 12.1 PROJECT

Owner’s Project involves different scopes of work to upgrade and maintain its facilities at three sites: (1) East Hickman campus; (2) Centerville Elementary School; and (3) Hickman County Middle School.

§ 12.2 CONTRACT EXTENSION

It is expressly understood by the Construction Manager that notwithstanding any other provision in the Contract Documents, neither the Contract Time nor the Contract Sum will be modified without the consent of Owner. Unless otherwise agreed in writing, the Contract Time will not be extended beyond June 30, 2024. Construction Manager shall ensure that all contracts for Work on the Project include the provisions of this section.

§ 12.3 COMPENSATION

Notwithstanding any other provision in the Contract documents, under no circumstance will Construction Manager receive compensation for Additional Services nor will Construction Manager incur any additional costs to Owner without Owner’s consent. Construction Manager agrees that compensation of the Construction Manager, architect, any contractors or subcontractors engaged for Work on the Project, insurance and any other costs expended by Owner for the Project will not exceed the federal grant funding received by Owner for the Project.

§ 12.4 MATERIALS

Construction Manager shall ensure that contracts with contractors or subcontractors for Work on the Project require that all materials incorporated in Work on the Project(s) will be new and unused and, when not specified in detail in the Contract Documents, all materials incorporated in the Work must be of a suitable grade and quality for the purpose intended. All contractors and subcontractors must be required to furnish, use, install, employ and protect each item of materials in strict compliance with the specifications, recommendations and instructions of the manufacturer or supplier, unless those specifications, recommendations or instructions deviate

from accepted construction practices or the Contract Documents, in which case the contractor or subcontractor shall inform Construction Manager who shall inform Owner. Construction Manager shall direct the contractor or subcontractor to proceed as Owner directs.

§ 12.5 PROGRESS PAYMENTS

Preconstruction fee required pursuant to AIA Document C132-2019 § 11.1.1 will be paid upon Owner's receipt of Construction Manager's invoice to be presented upon receipt of bids for construction.

Progress payments required pursuant to AIA® Document C132™-2019 § 11.1.2, shall be paid by Owner, monthly. Line Item 1, \$139,500.00, shall be billed monthly by Construction Manager, who will present billing for \$5,812.50 monthly. Line Item 2, a total of \$100,500.00, shall be billed monthly by Construction Manager in amounts equal to the cumulative percentage of completion of construction billed by Contractors and Suppliers monthly.

§ 12.6 PROTOCOLS

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

§ 12.7 TERMINATION BY OWNER

Construction Manager shall ensure that bidding documents and contracts with contractors or subcontractors for Work on the Project shall include, in addition to the permissible causes for termination listed in AIA® Document A232™-2019 § 14.2., a provision that Owner may terminate any contract if the Contractor fails to perform Work pursuant to the Contract according to, at minimum, reasonable industry standards. Owner may terminate any contract without penalty if funding anticipated for the Project is withdrawn or not appropriated to the Owner.

§ 12.8 NO TERMINATION FEE

No termination fee shall be required of Owner.

§ 12.9 INDEMNITY, LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY.

- .1 Pursuant to Article II, Section 29 of the Tennessee Constitution, Owner is prohibited from lending its credit to private entities and, therefore, prohibits an agreement by Owner to indemnify a third party or agree to a limitation of liability provision.. Any indemnity or hold harmless provision contained in this Agreement requiring Owner to indemnify or hold harmless Construction Manager or any other person or entity and any disclaimer of warranties or other limitation of liability in favor of Construction Manager is enforceable only to the extent permitted by Tennessee law, provided, in addition, that Owner's monetary limits of liability under any such provision is limited to the monetary limits of liability

provided for in the Tennessee Governmental Tort Liability Act (“TGTLA”, at Tenn. Code Ann. § 29-20-101 *et seq*). No provision of this Agreement shall act or be deemed a waiver by Owner of any immunity, including its rights or privileges or of any provision of the TGTLA. Owner reserves all rights afforded to local governments under law for all general and implied warranties. No provision of this Agreement shall constitute a debt or pledge of the full faith and credit of the Owner nor shall any provision of this Agreement act or be deemed a waiver by Owner of its rights or privileges as a sovereign entity. Construction Manager shall ensure that all contracts for Work on the Project shall include the terms of this §12.9.1.

- .2 Constructor Manager agrees to indemnify, hold harmless, protect and pay Owner and Owner’s agents, representatives, and any affiliated or related entities against any and all claims, loss, liability, damage, cost, and expenses, including reasonable attorney fees and litigation cost, that is determined by a court of law to have occurred in whole or in part as a result of or due to the negligence or fault of Construction Manager, its agents, consultants, employees or representatives with regard to Construction Manager’s responsibilities set forth in the Agreement and the Contract Documents.

12.10 LIENS PROHIBITED

Construction Manager agrees that Owner’s property is public property belonging to a political subdivision of the state of Tennessee and acknowledges that any contractors, subcontractors, agents or sub-consultant, whether skilled or unskilled, shall not, in any manner have, claim or acquire any lien upon the Project, nor upon any of the land upon which said improvements are so erected, built, or situated. Construction Manager shall ensure that all bidders certify their compliance with the terms of this section and that all contracts for Work on the Project include the requirements described in this section.

12.11 NON-DISCRIMINATION

Construction Manager hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this Agreement on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee constitutional or statutory law. Construction Manager shall ensure that all bidders certify their compliance with the terms of this section and that all contracts for Work on the Project include compliance with the statutory requirements described in this section.

12.12 BACKGROUND CHECKS

Construction Manager hereby agrees, warrants and assures that its services do not require its employees or agents to have direct contact with school children or to come on or about school

property when children are present. Construction Manager acknowledges that if such contact or presence is required for any reason, Construction Manager shall comply with all provisions of Tennessee Code Annotated § 49-5-413(d) for each employee who may have direct contact with school children or who will come on or about school property when children are present. Construction Manager shall ensure that all contracts for Work on the Project shall include compliance with the statutory requirements described in this section.

12.13 IDENTIFICATION TAGS

Construction Manager shall ensure that contracts for Work on the Project require all construction workers, whether contractor's own forces, or the forces of another contractor or subcontractors, wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall have identification of the construction worker by number or other identifying medium in a typeface large enough to be seen from a reasonable distance.

12.14 NO PERSONAL LIABILITY

No board member, administrator, official, agent or employee of Owner shall be personally liable to Construction Manager or to any contractor, subcontractor or other person or entity, including a third-party beneficiary, for any amount which may become due under the Agreement or on any obligations under the terms of the Agreement.

12.15 CERTIFICATION REGARDING ISRAEL

By execution of the Agreement, Construction Manager certifies that its company is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel. Construction Manager shall ensure that all contracts for Work on the Project include compliance with the statutory requirements described in this section.

12.16 OPEN RECORDS

Notwithstanding any other provision of the Contract Documents, the Parties acknowledge and agree that Owner is subject to and will comply with the Tennessee Open Records Act, set out in T.C.A. §10-7-503 *et seq.*, including disclosure of the Contract Documents and any other documents or records subject to release pursuant to the Tennessee Open Records Act. Construction Manager shall ensure that all contracts for Work on the Project include the provisions of this section.

12.17 MODIFICATION OF AGREEMENT

No change, alteration or modification of the Agreement shall be effective unless in writing and signed by a duly authorized agent of the respective parties hereto.

12.18 CONTRACT REQUIREMENTS

Construction Manager hereby agrees, warrants and assures that its services shall not include any construction Work on the Project and further, Construction Manager acknowledges that Construction Manager must comply with all provisions required of contractors if such construction work permitted by Tennessee state law becomes necessary. Construction Manager shall ensure that bid documents inform potential contractors and subcontractors of all requirements in sections 1-9 below and shall ensure that these provisions are included in the contracts of all contractors and subcontractors who perform Work on the Project.

1. PREVAILING WAGE REQUIREMENT

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon

poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of

receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Hickman County Schools Board of Education shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the U.S. Department of Education may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the U.S. Department of Education if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the U.S. Department of Education. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional

Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the U.S. Department of Education if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the U.S. Department of Education, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the U.S. Department of Education or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In

addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a

trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the U.S. Department of Education may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

2. WORK HOURS AND OVERTIME REQUIREMENT

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Hickman County Schools Board of Education shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted

contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

3. EQUAL EMPLOYMENT OPPORTUNITY.

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

- (1) The Construction Manager, if applicable, and all contractors and subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Construction Manager, contractors and subcontractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager, contractors and subcontractors will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Construction Manager, if applicable, and all contractors and subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Construction Manager, if applicable, and all contractors and subcontractors will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall

not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Construction Manager's, contractors' and subcontractors' legal duty to furnish information.

- (4) The Construction Manager, if applicable, and all contractors and subcontractors will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Construction Manager's, contractors' and subcontractors' commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Construction Manager, if applicable, and all contractors and subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Construction Manager, if applicable, and all contractors and subcontractors will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Construction Manager's, if applicable, and any contractors' and a subcontractors' non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Construction Manager, contractors and subcontractors may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Construction Manager, if applicable, and all contractors and subcontractors will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager, contractors and subcontractors will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Construction Manager, contractors and subcontractors becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Construction Manager, contractors and subcontractors may request the United States to enter into such litigation to protect the interests of the United States.

4. ENVIRONMENTAL PROTECTION

The Construction Manager, if applicable, and all contractors and subcontractors will comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and with all applicable standards, orders or regulations issued pursuant thereto. The Construction Manager, contractors and subcontractors will bind subcontractors and vendors to the same requirements.

5. DEBARMENT AND SUSPENSION

The Construction Manager, if applicable, and all contractors and subcontractors agree that neither they nor their subcontractors and vendors are listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

6. BYRD ANTI-LOBBYING AMENDMENT

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

7. PROCUREMENT OF RECOVERED MATERIALS

Construction Manager, if applicable, and all contractors and subcontractors will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, by, but not limited to, procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

9. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Construction Manager, if applicable, and all contractors and subcontractors will not procure or obtain telecommunications or video surveillance equipment, services, or systems that use telecommunications equipment or services prohibited by 2 C.F.R. 200.216.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – ONGOING OPERATIONS AND
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations

(As required by written contract or agreement per Paragraph A. below.)

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Locations of Covered Operations

(As per the written contract or agreement, provided the location is within the "coverage territory".)

.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name EHMS Volleyball Team

Proposed fundraising activities: Car Wash / Bake Sale

Purposed Uses of funds raised
New Equipment

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

Method by which school will receive profit Cash

Requested by Heather Nihoff Date 5/9/22
Name/Title

Approved by [Signature] Date 6/1/22
Principal

Approved by Michelle Stewart Date 6/9/22
Director of Schools*

The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

PROPOSED FUNDRAISING ACTIVITIES



East Hickman High School
7700 Hwy 7, Lyles, TN 37098
Phone 931-670-1366 Fax 931-670-1039

Fund/Account Name East Hickman Volleyball

Account Number _____

Proposed fundraising activities: Calendar Fundraiser- Pick a date and Donate

Purposed Uses of funds raised: Funds to be used to pay for tournaments and buy new equipment for the program.

Expected Student involvement (school-wide or specific school organization): Volleyball Team- 19 girls

Method by which school will receive profit: Cash App, Venmo, or Cash or Check paid directly to the parents

Jojo Nordko 6/8/22

Requested by: Maya Homer/ Head Volleyball Coach

Name/Title

06/08/2022

Date

Approved by:

Kimberly Wiggins

Principal

6/8/2022

Date

Approved by:

Michelle Levert

Director of Schools*

6/9/22

Date

* The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.

AMY BRYANT
9589 S Lick Creek Rd, Lyles, TN 37098

RONALD GAMMONS
6419 Rice Ln, Lyles, TN 37098

JIM HOBBS
9220 Old Bon Aqua Rd, Bon Aqua, TN 37025

JIM HUDGINS
1297 E Gunders Switch Rd, Centerville, TN 37033



Michelle Gilbert
Director of Schools
116 MURPHREE AVENUE
CENTERVILLE, TN 37033

JANE HERRON
1222 Hwy 100., Centerville, TN 37033

STEVE GIANAKOS
9792 Dogwood Dr, Bon Aqua, TN 37025

VANCE WILLIS
2868 Hwy 48 N., Munnely, TN 37137

School Support Organization
Request For Fundraising Activities

Organization HCHS BASKETBALL PROGRAM

Proposed Fundraising Activity "CALENDAR" fundraiser

Date(s) 6/24/22 - 7/22/22

Location(s) HCHS

Requested By Joseph Hunt, President - Above the Run Inc 6-17-22
President/Chair of Organization Date

Recommended By R. R. 6/20/22
Principal Date

Approved Michelle Gilbert 6/21/22
Director of Schools or Designee Date

Not Approved _____
Director of Schools or Designee Date

** A signed copy will be mailed to the organization and forwarded to the school**