

Jackson-Madison County School Board Meeting
May 7, 2020 5:30 PM
Jackson-Madison County Board of Education

Attendance Taken at 5:30 PM.

Mr. Kevin Alexander:	Present
Mr. Wayne Arnold:	Present
Ms. Doris Black:	Present
Jim Campbell:	Present
Carol Carter Estes McCright:	Present
Mrs. Janice Hampton:	Present
Mr. James Johnson:	Present
Mr. A. J. Massey:	Present
Mrs. Shannon Stewart:	Present

The JMCSS Board meeting began at 5:43 pm due to technology issues

1. CALL TO ORDER

Discussion: James Johnson Board Chairman opened the meeting with a moment of silence

A. MOMENT OF SILENCE

2. APPROVALS

A. APPROVAL OF CONSENT AGENDA: FINANCIAL REPORTS, HUMAN CAPITAL REPORTS, APRIL 9, 2020 BOARD MEETING MINUTES, APRIL 15, 2020 SPECIAL CALLED MEETING

Discussion: Kevin Alexander made a motion to remove Budget Amendment #5 to line item 5A for further discussion on a revised Budget Amendment #5. Holly Kellar presented the Budget Amendments at the May 4, 2020 Work Session. There was discussion concerning the Budget Amendments and Mrs. Kellar has made revisions to Fund #177 Education Capital #5. The original Fund #177 Education Capital 5. \$3,614,000 (new money) read as follows; This amendment will appropriate fund balance to use toward the following projects: locker room additions at West Bemis MS and JCT, masonry repair at Lincoln Elementary, parking room improvements and additional parking at Nova Elementary, secure entrances at schools, additional classrooms and restrooms at Community Montessori, and additional parking at Lincoln Elementary. As remaining funds allow, they will be used toward the identified list of other potential projects. Holly Kellar presented the budget revision to the Board at the May 7 Board meeting. \$1,463,693 (new money) This amendment will appropriate fund balance to use toward the following projects: masonry repair at Lincoln Elementary, parking improvements and additional parking at Nova Early Learning Center, secure entrances at schools, additional classrooms and restrooms at Community Montessori, and additional parking at Lincoln Elementary. As remaining funds allow, they will be used toward the identified list of other potential projects.

Action(s):

Motion Passed: A motion was made to remove Budget Amendment Fund #177 Education Capital #5 to line item 5A. Passed with a motion by Mr. Kevin Alexander and a second by Mrs. Janice Hampton.

Voting Detail:

Mr. Kevin	Yes
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Alexander:
 Mr. Wayne Arnold: Yes
 Ms. Doris Black: Yes
 Jim Campbell: Yes
 Carol Carter Estes
 McCright: Yes
 Mrs. Janice
 Hampton: Yes
 Mr. James Johnson: Yes
 Mr. A. J. Massey: Yes
 Mrs. Shannon
 Stewart: Yes

B. APPROVAL OF AGENDA

Action(s):

Motion Passed: A motion was made to approve the May 7, 2020 Board Agenda. Passed with a motion by Mrs. Janice Hampton and a second by Mr. Kevin Alexander.

Voting Detail:

Mr. Kevin
 Alexander: Yes
 Mr. Wayne Arnold: Yes
 Ms. Doris Black: Yes
 Jim Campbell: Yes
 Carol Carter Estes
 McCright: Yes
 Mrs. Janice
 Hampton: Yes
 Mr. James Johnson: Yes
 Mr. A. J. Massey: Yes
 Mrs. Shannon
 Stewart: Yes

3. FINANCIAL REPORT

A. JMCSS FISCAL SERVICES DIRECTOR-BUDGET AMENDMENTS, MONTHLY FINANCIAL STATEMENT, QUARTERLY EXPENDITURE ANALYSIS

B. MADISON COUNTY FINANCE DIRECTOR-FINANCIAL UPDATES

Discussion: Karen Bell did not have any new information for the Board.

4. ACTION ITEMS

A. RESOLUTION - EMERGENCY SUSPENSION OF BOARD POLICIES

Discussion: Karen Bell did not have any new information for the Board.

Action(s):

Motion Passed: A motion was made to approve the Resolution-Emergency Suspension of Board Policies. Passed with a motion by Mrs. Janice Hampton and a second by Carol Carter Estes McCright.

Voting Detail:

Mr. Kevin
 Alexander: Yes

Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes	
McCright:	Yes
Mrs. Janice	
Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon	
Stewart:	Yes

B. FY20 CONSOLIDATED APPLICATION APPROVAL FOR IDEA/ESEA SCHOOL YEAR 2020-21

Action(s):

Motion Passed: A motion was made to approve the FY20 consolidated Application Approval for IDEA/ESEA School Year 2020-21. Passed with a motion by Ms. Doris Black and a second by Mrs. Janice Hampton.

Voting Detail:

Mr. Kevin	
Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes	
McCright:	Yes
Mrs. Janice	
Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon	
Stewart:	Yes

C. TENURE TEACHERS

Action(s):

Motion Passed: A motion was made to approve the 2019-2020 Tenure Candidates Effective 2020-2021 School Year. Passed with a motion by Mrs. Janice Hampton and a second by Ms. Doris Black.

Voting Detail:

Mr. Kevin	
Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes	
McCright:	Yes

Mrs. Janice Hampton: Yes
Mr. James Johnson: Yes
Mr. A. J. Massey: Yes
Mrs. Shannon Stewart: Yes

D. FY2020-2021 BUDGET (WILL NOT BE APPROVED AT THE BOARD MEETING)

Discussion: The FY2020-2021 Budget will not be voted on at the May 7 Board Meeting. Holly Kellar shared with the Board a summary analysis of what the proposed funding cuts will do to the FY20 and the FY21 Budgets for the Jackson-Madison County School System. Mrs. Kellar is saying, that the revenue projections for FY20 have been adjusted down from \$103,111,000 to \$96,945,000 due to the local tax shortfall of approximately \$6,065,000 when considering a \$1.5 million transfer from the Local Purpose Tax fund at year end. The ending Fund Balance will be at \$7.6 million dollars. When the System moves into next year, the revenue is projected with an overall cut of \$10,242,566 to local taxes which includes an adjustment to local funding for loss of students, putting budgeted revenues in this scenario at \$93,275,080.

Holly Kellar reports that the expenditures on this report for FY21 reflect the estimated expenditures that were projected for FY20 year - end as of the end of February 2020 prior to the national crisis.

Mrs. Kellar states that the Fund Balance for FY21 would come in a negative \$3.8 million dollars. When you adjust the FY21 expenditures to a 100% budget, this would add another \$3.6 million to account for and additionally to allow for a 3% fund balance and another at \$3.1 million. Mrs. Kellar reports that the system would need to have cut approximately \$10.5 million from the FY21 budget.

The County is asking the School System to turn in our adjusted proposed budgets reflecting the revenue cuts in a week and a half. Holly Kellar reminded the Board that MOE funding law has not changed for the system and the county is still currently held to funding at the same level as the prior year. The System is to present another budget to the County on June 1 which is prior to any possible legislative action.

E. CONSTRUCTION MANAGEMENT CONTRACT

Discussion: The Construction Management Contract and Resolution was not voted on at the May 7 Board Meeting and will be put on the June Board Agenda. Kevin Alexander a Budget Committee Member made the motion to recommend the approval of the Resolution to the Board on May 7. Mr. Alexander mentioned that after the Work Session he was not in favor of the Resolution. Dale Thomas, Ray Washington and Jim Campbell mentioned that the Resolution would be a document put in place to further the process of the project when funding was given to the system. Mr. Campbell mentioned that the system was at no obligation if they approved the Resolution but could lose money if they were not to approve the Resolution. Mr. Campbell mentioned that the time and documents have been prepared but if anyone was to pull out of the project, the system would lose money. There was much discussion between the Board Members with the Resolution.

Kevin Alexander made a motion for the School Board to add the Resolution to the June Board

Agenda and Doris Black seconded the motion. The motion was unanimously approved by the Board. **VOTE:** Kevin Alexander-Yes, Wayne Arnold-Yes, Doris Black-Yes, Jim Campbell-Yes, Carol Carter-Estes McCright-Yes, Janice Hampton-Yes, AJ Massey-Yes, Shannon Stewart-Yes, James Johnson-Yes.

Action(s):

Motion Failed: The Budget Committee recommends to the Board approval of the Construction Management Contract/Resolution. Failed with a motion by Mr. Kevin Alexander.

Voting Detail:

Mr. Kevin Alexander:	Nay
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Nay
Jim Campbell:	Yes
Carol Carter Estes McCright:	Nay
Mrs. Janice Hampton:	Abstain (With Conflict)
Mr. James Johnson:	Nay
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

F. DR. MARLON KING CONTRACT

Discussion: Shannon Stewart wanted the Public to hear what was in the contract. Dr. Marlon King's Superintendent Contract will include an annual salary of \$185,000.00, Memberships- but not limited to AASA and TOSS, Fringe Benefits as that of full-time certified employees, Open Enrollment for his son to any middle school and moving expenses. Dale Thomas and James Johnson mentioned that they had contacted TSBA in regards to find out the salary for a superintendent. Mr. Thomas mentioned that the wording in the contract has been used for several years to hire a Superintendent.

Action(s):

Motion Passed: A motion was made to approve Dr. Marlon King's Superintendent Contract with JMCSS Passed with a motion by Mr. Kevin Alexander and a second by Mrs. Janice Hampton.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes

Mrs. Shannon
Stewart: Yes

5. ITEMS REMOVED FROM CONSENT AGENDA

A. CONSENT AGENDA ITEM

Discussion: Kevin Alexander motioned for the Budget Amendment Fund #177 Education Capital be moved to this line item

Action(s):

Motion Passed: A motion was made to remove Budget Amendment Fund #177 Education Capital to line item 5A. Passed with a motion by Mr. Kevin Alexander and a second by Mr. Wayne Arnold.

Voting Detail:

Mr. Kevin
Alexander: Yes

Mr. Wayne Arnold: Yes

Ms. Doris Black: Yes

Jim Campbell: Yes

Carol Carter Estes
McCright: Yes

Mrs. Janice
Hampton: Yes

Mr. James Johnson: Yes

Mr. A. J. Massey: Yes

Mrs. Shannon
Stewart: Yes

6. ITEMS ADDED TO THE AGENDA PER VOTE UNDER ITEM 2.2

**A. ITEMS ADDED TO THE AGENDA BY A VOTE UNDER ITEM 2.2 WILL BE PLACED
HERE**

Discussion: The Budget for FY2020-21 was discussed under the Action Items but not removed.

7. COMMITTEE REPORTS

A. COMMITTEE REPORT AND ANY NECESSARY BOARD ACTION

Discussion: Doris Black the Long Range Planning Chair mentioned that she will speak with her committee for a meeting to be scheduled in July. Janice Hampton the Policy Committee Chair will schedule a meeting in May and a Legislative meeting in June.

8. SUPERINTENDENT'S REPORT

Discussion: Ray Washington mentioned that there was a Budget Hearing with the County today and the system will continue talks concerning the budget. Mr. Washington mentioned that they will make adjustments and are trying not to impact the student learning. The System has been able to prepare for the students over 100,000 meals these past few weeks and will end serving the meals on May 21. On May 21st the Students will receive meals for Thursday and Friday along with a backpack from RIFA. This has been Teacher Appreciation Week and Nurses's Week and we have been finding ways to celebrate these employees.

9. LEGISLATIVE CONTACT REPORT

A. LEGISLATIVE CONTACTS MADE DURING THE MONTH OF MAY

10. CONSENT AGENDA

A. FINANCIAL REPORTS

B. HUMAN CAPITAL REPORTS

C. APRIL 9, 2020 BOARD MEETING MINUTES AND APRIL 15, 2020 SPECIAL CALLED MEETING MINUTES

11. **BOARD INFORMATION**

A. ANNUAL AGENDA CALENDAR

B. TSBA SCHOOL BOARD ACADEMIES

C. BOARD EXPENSES

D. JUNE MEETINGS: COMBINED WORK SESSION AND BOARD MEETING ON JUNE 15, 2020 AND EDUCATION VISION COMMITTEE MEETING ON JUNE 16, 2020

12. **ADJOURNMENT**

A. ADJOURN THE MEETING

Action(s):

Motion Passed: A motion was made to adjourn the meeting at 6:55 pm. Passed with a motion by Carol Carter Estes McCright and a second by Mrs. Janice Hampton.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

Chairperson

Superintendent

General Purpose Schools Fund 141 History and Budget Analysis with Cuts			
	Actual FY19	Estimated FY20	Forecasted FY21
Beginning Fund Balance	\$ 13,078,873	\$ 13,858,525	\$ 7,573,706
Revenue	\$102,115,685	\$96,945,747	\$93,275,080 *
Expenditures	\$101,336,033	\$103,230,566	\$104,658,335 **
Net Gain/(Loss)	\$ 779,652	\$ (6,284,819)	\$ (11,383,255)
Ending Fund Balance	\$ 13,858,525	\$ 7,573,706	\$ (3,809,549)
Fund Balance to Expenditures	13.7%	7.3%	-3.6%
Expenditures to Budget	96.6%	95.4%	96.7%
Expenditures to Revenue	99.2%	106.5%	112.2%

*FY20 revenues based on a projected local tax shortfall of \$6,065,284.

FY21 revenues based on proposed local tax funding cut of \$10,242,566 from Madison County in FY21 as compared to FY20 budget.

**FY21 expenditures based on 96.7% of same budgeted expenditures as FY20 which is \$108,225,099 as of February 28,2020. February projections showed FY20 expenditures coming in at 96.7%.

Ending Fund Balance FY21	\$ (3,809,549)
Adjust to 100% Budget	\$ (3,567,111)
Allow for 3% Fund Balance	<u>\$ (3,126,123)</u>
Approximate Total Cuts	\$ (10,502,783)

Jackson-Madison County Schools
Checks Greater Than \$14,999.99 (All Funds)
April 2020

VENDOR	CHECK DATE	CHECK NO	AMOUNT	INVOICE DESCRIPTION
LOCAL GOVERNMENT INSURANCE	4/7/20	68391	215,205	Worker's compensation annual premium
NATIONAL FILTER SOLUTIONS, INC.	4/7/20	68403	17,946	Bid #48 - Filter replacements
SOUTHERN MANAGEMENT SERVICES, LLC	4/7/20	68427	168,206	SMS monthly custodial services
TNTP, INC.	4/7/20	68437	62,560	Federal Programs PD fees for Arlington, Isaac Lane, and JMCSS faculty
ABM INDUSTRY GROUPS, LLC	4/7/20	68456	25,014	Monthly grounds care and maintenance
ALLISON CONTRACTING COMPANY, LLC	4/9/20	68663	24,559	Floor excavation- Andrew Jackson, gutter and fascia demolition and new gutters- Madison, secure entrances- Pope
CDW GOVERNMENT	4/16/20	68808	69,650	All-in-one desktops- Arlington
PATHWAYS OF TN., INC.	4/16/20	68853	36,000	Clinical services- JCT, Lincoln, Andrew Jackson, Liberty, NPMS, Arlington, and Isaac Lane
RAINEY, KIZER, REVIERE & BELL	4/16/20	68856	31,057	Professional legal services- general files and Madison Academic and JCM building projects
SYSCO MEMPHIS, LLC.	4/16/20	68862	288,350	Bid #11 - Food and non-food supplies
TURNER HOLDINGS LLC	4/16/20	68868	41,208	Bid #28 - Milk products
B & E ELECTRONICS	4/23/20	68915	52,107	Digital radio system: Transportation Dept.
INSTRUCTION PARTNERS	4/23/20	68957	26,000	Professional development- teacher and principal support
KONICA MINOLTA PREMIER FINANCE	4/23/20	68967	17,309	Bid #60 Konica lease & print charges - District
KONICA MINOLTA PREMIER FINANCE	4/23/20	68968	20,542	Bid #60 Konica lease & print charges - District
TLM ASSOCIATES, INC	4/23/20	69012	126,691	Reroof and HVAC projects: Alexander; masonry and extra lot fencing: Lincoln; locker room additions: JCT and West Bemis; entrance vestibule security: Nova, Andrew Jackson, Community Montessori, Rose Hill, and SSSH-East
ALLISON CONTRACTING COMPANY, LLC	4/30/20	69250	65,203	Bid #31- Alexander roof and HVAC replacement; fencing under bleachers and west end of stadium- SSSH; fire rated window- Pope
CDW GOVERNMENT	4/30/20	69258	20,400	Laptops- NPMS and Liberty HS
MADISON COUNTY FINANCE DEPARTMENT	4/30/20	69285	442,255	Contract with MCFD - Accounting services

Jackson-Madison County School System
May 2020
Budget Amendments Summary

Fund #141 General Purpose Schools

1. \$10,234
(new money) Insurance recovery- Funds received for wind damage to South Side High School.
2. \$10,000
(new money) Contribution- This amendment adds a contribution from Southern Management Services, LLC to be used for student scholarships.
3. \$8,786 Maintenance- This amendment transfers funding from the software account to the materials and supplies account to be used towards general maintenance and repair work.
4. \$28,000 School Board and Office of Superintendent- This amendment transfers funds from the diesel fuel account to cover additional legal fees that may be incurred through year-end and for consulting services to be provided by the incoming superintendent.

Fund #177 Education Capital

- 5). \$3,614,000
(new money) This amendment will appropriate fund balance to use toward the following projects: locker room additions at West Bemis MS and JCT, masonry repair at Lincoln Elementary, parking room improvements and additional parking at Nova Elementary, secure entrances at schools, additional classrooms and restrooms at Community Montessori, and additional parking at Lincoln Elementary. As remaining funds allow, they will be used toward the identified list of other potential projects.

Jackson-Madison County School System
May 2020
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Fund #177 Education Capital

- 5). \$1,463,693
(new money) This amendment will appropriate fund balance to use toward the following projects: masonry repair at Lincoln Elementary, parking improvements and additional parking at Nova Early Learning Center, secure entrances at schools, additional classrooms and restrooms at Community Montessori, and additional parking at Lincoln Elementary. As remaining funds allow, they will be used toward the identified list of other potential projects.

Modified Summary Financial Statement

March 2020

Account	Description	<u>Current Year To Date</u>		<u>Remaining Year To Date</u>		<u>Estimated Year End Expenditures</u>	
		Revised Budget	YTD Actuals	3 Year Average + 2% Inflation	3 Year Average	YTD Actuals + 3 Year Average w/ 2% Inflation	YTD Actuals + 3 Year Average
Expenditures							
71100	Regular Instruction Program	50,042,234.00	33,272,453.66	17,391,410.46	17,050,402.42	50,663,864.12	50,322,856.08
71200	Special Education Program	10,333,970.00	6,535,040.34	3,602,129.30	3,531,499.31	10,137,169.64	10,066,539.65
71300	Vocational Education Program	2,932,696.00	1,881,301.38	1,087,382.02	1,066,060.80	2,968,683.40	2,947,362.18
72110	Attendance	334,030.00	262,075.89	64,742.24	63,472.78	326,818.13	325,548.67
72120	Health Services	879,700.00	569,703.35	282,185.35	276,652.30	851,888.70	846,355.65
72130	Other Student Support	4,451,719.00	2,564,400.85	1,512,616.64	1,482,957.49	4,077,017.49	4,047,358.34
72210	Regular Instruction Program	4,083,557.00	2,647,927.11	1,225,298.42	1,201,272.96	3,873,225.53	3,849,200.07
72220	Special Education Program	1,099,330.00	679,806.41	245,019.35	240,215.05	924,825.76	920,021.46
72230	Vocational Education Program	108,765.00	35,578.69	28,664.64	28,102.59	64,243.33	63,681.28
72250	Information Technology	1,931,870.00	1,363,335.84	0.00	0.00	1,363,335.84	1,363,335.84
72310	Board Of Education	2,143,200.00	1,572,015.68	335,003.53	328,434.84	1,907,019.21	1,900,450.52
72320	Office Of The Superintendent	882,500.00	382,068.82	285,296.48	279,702.43	667,365.30	661,771.25
72410	Office Of The Principal	7,137,081.00	5,035,697.73	2,138,026.86	2,096,104.76	7,173,724.59	7,131,802.49
72510	Fiscal Services	984,500.00	315,113.04	556,984.46	546,063.19	872,097.50	861,176.23
72520	Human Services/Personnel	557,500.00	401,056.42	168,237.86	164,939.08	569,294.28	565,995.50
72610	Operation Of Plant	6,360,000.00	4,736,143.69	1,283,112.45	1,257,953.39	6,019,256.14	5,994,097.08
72620	Maintenance Of Plant	3,621,336.00	2,389,886.86	920,722.84	902,669.45	3,310,609.70	3,292,556.31
72710	Transportation	6,215,125.00	4,161,818.54	1,804,212.57	1,768,835.85	5,966,031.11	5,930,654.39
72810	Central And Other	0.00	0.00	121,673.51	119,287.75	121,673.51	119,287.75
73100	Food Service	0.00	0.00	0.00	0.00	0.00	0.00
73300	Community Services	563,765.00	378,947.38	127,559.32	125,058.16	506,506.70	504,005.54
73400	Early Childhood Education	2,573,990.00	1,630,065.40	615,051.94	602,992.10	2,245,117.34	2,233,057.50
76100	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00
82330	Education	1,001,187.00	0.00	1,001,187.00	1,001,187.00	1,001,187.00	1,001,187.00
99100	Transfers	0.00	0.00	0.00	0.00	0.00	0.00
	Total Expenditures	108,238,055.00	70,814,437.08	34,796,517.23	34,133,863.70	105,610,954.31	104,948,300.78
Total	141 General Purpose School	108,238,055.00	70,814,437.08	34,796,517.23	34,133,863.70	105,610,954.31	104,948,300.78
Total	141 General Purpose School	108,238,055.00	70,814,437.08	34,796,517.23	34,133,863.70	105,610,954.31	104,948,300.78
						2.43%	3.04%
						(2,627,100.69)	(3,289,754.22)
	Revenue	103,435,472.00	76,686,995.11				
	Difference	4,802,583.00	5,872,558.03			(2,175,482.31)	(1,512,828.78)
	Budgeted Revenue less Estimated Expenditures					(2,175,482.31)	(1,512,828.78)

Resolution – Emergency Suspension of Board Policies

BOARD RESOLUTION No. _____

WHEREAS, TCA 49-2-203 authorizes local boards of education to govern their respective districts, including adopting, revising, and suspending local board policies;

WHEREAS, on April 2, 2020, Governor Bill Lee signed Public Chapter 652 which removed the requirement for TCAP testing and allowed the State Board of Education to promulgate necessary rules to address issues created by COVID-19 in the 2019-2020 school year;

WHEREAS, on April 9, 2020, the State Board of Education revised several rules and policies in response to COVID-19 effective only for the 2019-2020 school year;

WHEREAS, changes made by the State Board of Education conflict with certain current local board policies;

NOW, THEREFORE BE IT RESOLVED, that the **Jackson Madison County** Board of Education hereby suspends the following policies or provisions of its policies for the remainder of the 2019-2020 school year, including but not limited to those identified below, to the extent that they conflict with Public Chapter 652 or State Board of Education policies or rules and regulations for the 2019-2020 school year:

- 1) Policy 4.600 – Grading System
 - a) Students taking courses for high school credit shall receive no grade lower than the grade they earned in the course as of March 20, 2020. Additionally, Students taking post-secondary courses are not required to participate in the associated exam in order to receive GPA weighting for Spring 2020.

- 2) Policy 4.605 – Graduation Requirements
 - a) For the class of 2020, graduation requirements are modified as follows:
 - b) Only 20 credits are required to graduate per State Board Education Rule 0520-01-03-.11;
 - c) The requirements for the following are waived:
 - i) ACT/SAT
 - ii) Civics exam
 - iii) EOC exams will not be taken for the semester, Spring 2020.
 - d) Students scheduled to receive an occupational diploma in the 2019-2020 or 2020-2021 school year shall only be required to demonstrate one year of work experience.

3) Policy 4.700 – Testing Program

- e) Students shall not be required to take TN Ready or TCAP exams for the spring 2020 semester.

- f) Policy 5.109 – Evaluation
 - a. Level of overall effectiveness scores shall not be generated for educators in the 2019-2020 school year.
 - b. Pre-kindergarten and kindergarten teachers shall not be evaluated using the growth portfolio model for the 2019-2020 school year.
 - c. Any observations required by State Board of Education Policy 5.201 that were not completed during the 2019-2020 school year as a result of COVID-19 are not required.
 - d. No student data from this year shall be allowed to negatively impact a teacher.

- g) Policy 5.802 – Qualifications and Duties of the Director of Schools
 - a. The Director of Schools may request an extension from the State Board of Education to report information that would impact educator licensure (e.g. alleged employee misconduct, discipline of employees for actions that violate the teacher code of ethics, etc.).

- h) Policy 6.200 – Attendance
 - a. Students may not be penalized for non-attendance of online courses.
 - b. Non-attendance of online courses shall not count as unexcused absences and shall not be recorded. Further, students shall not be counted truant for failure to attend online courses.

BE IT FURTHER RESOLVED that the Director of Schools shall consult with the Board as feasible and appropriate and shall timely report to the Board regarding implementation of board policies in alignment with Public Chapter 652 and updated State Board Policies and Rules and Regulations.

BE IT FURTHER RESOLVED that the Director of Schools will consult with the Board if he/she determines that additional policies or provisions of policies not contained in this resolution are found to conflict with current State Board rules or policies.

BE IT FURTHER RESOLVED that the Director of Schools may apply for any waiver or extension that ensures consistency with this resolution, board policies, and Public Chapter 652 or the State Board of Education policies or rules and regulations implemented to effectuate Public Chapter 652.

BE IT FURTHER RESOLVED that the Director of Schools shall inform the Board of any waiver or extension request made pursuant to this resolution.

BE IT FURTHER RESOLVED that execution of this Resolution is conclusive evidence of the Board's approval of this action and of the authority granted herein.

Adopted and approved this _____ day of _____.

By: _____
Board Chair

Attest: _____
Director of Schools

Janith L. Stack

From: Vivian C. Williams
Sent: Tuesday, April 14, 2020 10:15 AM
To: Janith L. Stack
Cc: Ray Washington
Subject: FW: 2020 TSBA Policy Department - Suspending Policies Due to COVID-19

Good morning,

Based on the recommendation from TSBA (email below), I will submit a resolution based on their model to temporarily suspend portions of some policies due to COVID-19. Once I revise the state's model resolution, I will send to Dale to review. This resolution will need to be on the agenda for approval for the next Board Meeting. Let me know if you have any questions. I also think we need to let Ms. Hampton know about this resolution.

Vivian

From: Jennifer White <jwhite@tsba.net>
Sent: Tuesday, April 14, 2020 9:49 AM
To: Vivian C. Williams <vcwilliams@jmcass.org>
Subject: 2020 TSBA Policy Department - Suspending Policies Due to COVID-19

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2020 TSBA Policy Department - Special Update

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Memorandum

TO: TSBA Policy Subscribers

FROM: Jennifer White, Director of Policy Services/Staff Attorney

SUBJECT: Suspending Policies Due to COVID-19

DATE: April 14, 2020

Dear Policy Subscribers:

The State Board of Education met on April 9th and passed policies and regulations in response to COVID-19 school closures. The changes impact attendance reporting, grades, graduation requirements, and testing, among other areas ([click here for agenda](#)). Many of these changes create conflicts between current state law and local board policies for the 2019-2020 school year. To address these short-term conflicts, we recommend voting to temporarily suspend portions of local policies. Below is model language for a resolution to suspend policies for the remainder of the school year that conflict with the new emergency rules and policy changes made by the State Board of Education. Also included is a list of policies and a brief explanation of State Board changes.

Additionally, I wanted to let you know that TSBA's legal team will cover this and answer questions during the webinar on Thursday ([click here](#)).

Thank you for your continued confidence in TSBA's Policy Department, and please let us know if you have any questions.

Model Resolution to Suspend Policies Due to COVID-19

Below is a model resolution the Board may use to suspend policies for the 2019-2020 school year that conflict with new State Board of Education emergency rule and policy changes. We recommend modifying this language to fit your Board's needs (i.e. if you are a K-6 district, have unique policies that need to be addressed, etc.).

[Click here](#) for a Word version.

[Click here](#) for a PDF version.

List of Potential Policies Impacted

See below for a list of policies impacted by the new State Board of Education rules and policies for the 2019-2020 school year. This is based off of our model policy language as well as provisions we typically see Boards add. As policies differ district to district, we recommend

including the catchall provision in the sample resolution above to ensure that all potential conflicts are covered.

- Policy 4.600 - Grading System
 - Changes to State Board Rule 0520-01-03-.11 prevent students from receiving a grade lower than they earned as of March 20, 2020.
 - Changes to State Board of Education Policy 3.301 remove the requirement that students taking post-secondary courses participate in the associated exam in order to receive additional GPA weighting for spring 2020.
 - This only impacts the Uniform Grading System. Locally approved grading systems may be calculated in line with board policy.
 - The Department of Education has stated they will release guidance on this by May 1st.

- Policy 4.605 - Graduation Requirements
 - Changes to State Board Rule 0520-01-03-.11 lower credit requirements for graduation from 22 to 20 for the class of 2020. This rule also removes the requirements for: (1) the ACT/SAT; (2) required civics exam; and (3) EOC exams.
 - Students scheduled to receive an occupational diploma in the 2019-2020 or 2020-2021 school year shall only be required to demonstrate one year of work experience.

- Policy 4.700 - Testing Programs
 - Changes to State Board Rule 0520-01-03-.11 prevent EOC exams scheduled for the spring from being included in a senior's final grade for a course.
 - Boards will also need to decide if they want to require students to take TCAP exams this year. EOC scores may only be included in grade calculations for non-senior students per the State Board rule.

- Policy 5.109 - Evaluation
 - Changes to State Board Rule 0520-02-01-.01 state that overall level of effectiveness scores will not be generated for the 2019-2020 school year.
 - Pre-kindergarten and kindergarten teachers shall not be evaluated using the growth portfolio model for the 2019-2020 school year.
 - No student data from this year will be allowed to negatively impact a teacher.

- Policy 5.802 - Qualifications and Duties of the Director of Schools

- Changes to State Board Rule 0520-02-03-.09 allow Directors to request an extension to file reports on educator licensure action. Previously, Directors had only thirty days to report alleged educator misconduct and/or associated disciplinary action.
- Policy 6.200 - Attendance
 - Changes to State Board Rule 0520-01-02-.17 allow attendance to be taken for online courses, however, students may not be penalized for non-attendance. This means absences may not be counted as unexcused and students may not be reported as truant for not attending these courses.

DISCLAIMER: TSBA provides legal information as a general service to TSBA policy subscribers. TSBA provides this listing for informational purposes only. TSBA makes no representation that this listing contains every federally required annual notice. This memo should not be used as a substitute for legal advice. School systems are encouraged to seek legal advice from a school attorney in order to determine all required annual notices by federal and laws or regulations.

525 Brick Church Park Drive ♦ NASHVILLE, TN 37207 ♦ TELEPHONE (615) 815-3900 ♦ (800) 448-6465 ♦ FAX (615) 815-3911

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FY20 Consolidated Application Approval for IDEA/ESEA
School Year 2020-21

LEA # 570 LEA Name (Legal Name of Agency: Jackson-Madison County Schools)

LEA # <u>570</u>	LEA Name (Legal Name of Agency): <u>Jackson-Madison County Schools</u>
LEA Legal Making Address	
Street Address <u>310 North Parkway</u>	
City <u>Jackson</u>	State <u>TN</u> Zip <u>38305</u>

Consolidated Project begins 7/1/2020 and ends 6/30/2021

The facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are true and correct to the best of my knowledge.

The Board of Education has reviewed and approved this project year application for filing.
This action is recorded in the official minutes of the Agency's Board meeting held on the date entered below:

Board Meeting Date

Director of Schools (Signature)

Board of Education Official (Signature)

Director of Schools (Print Name)

Board of Education Official (Print Name)

Date Signed

Date Signed

2019-2020 Tenure Candidates
Effective 2020-2020 School Year
May 2020 School Board Meeting

First Name	Last Name	Location
BRITTANY	ALFORD	Alexander
KATHY	HITT	Andrew Jackson
GLADIS	FOSTER	Arlington
SABRINA	FREEMAN	Arlington
CATHERINE	AKRIDGE	Community Montessori
LESLEY	GUILARAN	Community Montessori
CAITLIN	MYRACLE	Community Montessori
RHEA	FULLER	Denmark
LISA	MCLEMORE	Denmark
MELISSA	HARDIN	Isaac Lane
CHARO	LOVINGS	Isaac Lane
ALYSIA	MARTIN	Isaac Lane
ALEXANDREA	MUDD	Isaac Lane
TIFFANY	NEWBILL	Isaac Lane
ANGELA	O'BRIEN	Isaac Lane
LORI	ULMER	Isaac Lane
RICHARD	WILLIS	Isaac Lane
CHARLOTTE	WILSON	Isaac Lane
KENYA	HILL	JCT
SARA	MCLEMORE	JCT
CHERIE	SMITH	JCT
TRINA	SMITH	JCT
DARRYL	WELLS	JCT
TERESA	SUTHERLAND	Liberty
SANDRA	LANIER	Liberty
LINDA	LANE	Madison
ELIZABETH	OLDHAM	Madison
MARGARET	SPIRES	Madison
JARED	NOBLES	North Side
AMY	TATE	North Side
DEBORAH	ANDERSON	Northeast
ALISON	CREASY	Northeast
CAMILLE	HAYES	Northeast
JUSTIN	RUSSELL	Northeast
STEPHEN	SANDERSON	Northeast

WENDY	WILLIAMS	Northeast
AUDREY	CARROLL	Nova
VANESA	DAWKINS	Nova
ANNA	KELLY	Nova
JEZEL	ROSS	Nova
KRISTEN	STAFFORD	Pope
JACQUELINE	GORDEN	South
LEEANA	CARGILE	South Side
RYAN	DIFEE	South Side
BRETT	HEINEMEYER	South Side
WALTER	PLEMONS	South Side
TABITHA	SHERROD	South Side
SAMANTHA	BREMER	Thelma Barker
ALLISON	LEWIS	Thelma Barker
KATY	HOLLAND	West Bemis

 **AIA[®] Document A133[™] – 2019****Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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

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

Jackson Madison County School System
310 North Parkway Jackson, TN 38305

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

Henson Construction Services, Inc.
32-A Bowling Drive
Jackson, TN 38305

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

Jackson Madison County Schools
New North K-8 School
Ashport Road
Jackson, TN 38305

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

Orcutt Winslow
5016 Centennial Blvd.
Nashville, TN 37209

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.

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

Init.

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User Notes:

(960911692)

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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, as described in Section 4.1.1:

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

The Scope of the Project is a new K-8 school ("School"). The Owner, Architect, & Construction Manager (CM) will work as a Team to develop the Design, Budget, & Schedule. The initial Project budget is between \$20-\$24 million.

§ 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.)

At the time of the execution of this Contract, the CM is aware of the site location but site specifics such as Geotechnical Reports, Surveys, Utilities, etc., are unknown to the CM.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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

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The Pre-Design Budget is between \$20-\$24 million.

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

.1 Design phase milestone dates, if any:

From the date Owner gives Architect written approval to proceed for each phase:

- Programming – 15 days
- Master Planning – 15 days
- Schematic Design – 45 days
- Design Development – 60 days
- Construction Documents – 75 days.

.2 Construction commencement date:

From the date Owner accepts CM's Guaranteed Maximum Price proposal – 15 days.

.3 Substantial Completion date or dates:

From construction commencement date – 18 months.

.4 Other milestone dates:

Occupancy (defined as Owner's ability to use the Project for its intended purposes) within 30 days of Substantial Completion date.

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

The Site Design & Site Work is to be Fast-Track w/the goal of having Site Work underway in May 2020.

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

AIA Document E234-2019 (Sustainable Projects Exhibit) is not applicable.

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

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

The School is to be designed for 1,000 Students.

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

Mr. Allen Powell, Director of Operations & Facilities
310 North Parkway

Init.

Jackson, TN 38305

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

Mr. Ray Washington, Director of Schools
JMCSS School Board

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

.1 Geotechnical Engineer:

Not applicable.

.2 Civil Engineer:

Not applicable.

.3 Other, if any:

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

Not applicable.

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Alex Ruiz
5016 Centennial Blvd., 3rd Floor
Nashville, TN 37209

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

Cary Henson
32-A Bowling Drive
Jackson, TN 38305
731-225-3602

or

Jimmy Henson
32-A Bowling Drive
Jackson, TN 38305
731-234-0859

Init.

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

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

The CM will provide a Project Manager and/or Estimator to participate in all Planning/Design Review Meetings.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

All Work shall be procured through competitive bids as provided in Tenn. Code Ann. § 49-2-203(a)(3), and all bids will be opened with the Owner. ..

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

None.

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

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

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

§ 2.2 Relationship of the Parties

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

§ 2.3 General Conditions

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

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

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ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

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

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

§ 3.1.3 Consultation

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

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

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

§ 3.1.4 Project Schedule

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

§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

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

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

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

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

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

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

§ 3.1.11 Subcontractors and Suppliers

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

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

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

§ 3.1.12 Procurement

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

§ 3.1.13 Compliance with Laws

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

§ 3.1.14 Other Preconstruction Services

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

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

§ 3.2 Guaranteed Maximum Price Proposal

(Paragraph deleted)

§ 3.2.1 Within sixty (60) days of Construction Manager's receipt of the Bid Documents from the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

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

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

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 The Owner must accept or decline the Guaranteed Maximum Price within forty-five (45) days of the Guaranteed Maximum Price proposal.

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

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

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

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

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

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

§ 3.3 Construction Phase

§ 3.3.1 General

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

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

§ 3.3.2 Administration

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

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

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. Construction Manager shall, upon request of Owner, appear at Board of Education meetings to give a verbal report of the progress of the Project.

§ 3.3.2.4 Daily Logs

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

§ 3.3.2.5 Cost Control

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

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

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

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

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

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

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

§ 4.1.4.2 The Architect or Consultants hired by the Architect shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Architect or Consultants hired by the Architect, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 4.1.6 Intentionally blank.

§ 4.2 Owner's Designated Representative

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

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

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

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ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

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

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

Each phase of the Preconstruction Phase (Schematic Phase, Design Development Phase, Construction Document Phase, and Bid Phase) is subject to the Owner obtaining adequate funding from the Madison County Commission. Thus, notwithstanding any other provision in this Agreement, the Construction Manager must receive a written notice to proceed from the Owner before commencing any of the four phases of the Preconstruction Phase.

5% @ Schematic Phase

5% @ Design Development Phase

5% @ Construction Document Phase

5% @ Bid Phase

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

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

To establish the Contract Value, a preliminary Cost of Work of \$20,000,000 is used. The Cost of Work & associated CM Fee will be adjusted based upon the Guaranteed Maximum Price. For Contract basis:

$\$20,000,000 \times 3.45\% = \$690,000$ total CM Fee $\times 20\% = \$138,000$ for Pre-Construction Phase Fee.

Individual or Position

Rate

Project Manager/Estimator (same)

\$125.00 per hour

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

(Paragraph deleted)

§ 5.2 Payments

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

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid Twenty (20) 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.)

First Tennessee Prime Plus 1% per month

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

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

§ 6.1.2 The Construction Manager’s Fee:

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

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Estimated cost of the Work times 3.45% less the amount (20% of total CM Fee) paid during the Pre-Construction Phase estimated @ \$20,000,000 x 3.45% = \$690,000 less \$138,000 (see § 5.1.2) = \$552,000 Estimated Construction Manager Fee.

The CM Fee will be adjusted in the GMP to 3.45% times the GMP.

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

Unless the Owner requests a significant Scope change, the CM will not add a fee to Project Change Orders.

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

Cost of Work plus combined Overhead & Profit of 15%.

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

The CM will not rent any equipment to the Project.

§ 6.1.6 Liquidated damages, if any:

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

CM shall achieve Substantial Completion no later than eighteen (18) months following Construction Commencement Date. Occupancy shall be within thirty (30) days of Substantial Completion. In the event Substantial Completion or Occupancy is not timely accomplished, CM shall pay to Owner One Thousand Five Hundred Dollars (\$1,500.00) per day as liquidated damages.

§ 6.1.7 Other:

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

§ 6.2 Guaranteed Maximum Price

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

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction. There will be no expense to Owner resulting from minor changes in the Work.

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

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

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

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

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. Cost of Work as set forth in Sections 7.1 through 7.7 will be included in the GMP, which is subject to Owner written approval.

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

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

§ 7.2 Labor Costs

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

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

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

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

Prorated Project Manager's Rate - \$4,000/wk x 50% = \$2,000/wk

Prorated Safety Director's Rate - \$3,500/wk x 25% = \$875/wk

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

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

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

§ 7.3 Subcontract Costs

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

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

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

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of

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the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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

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

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

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

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

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

§ 7.6 Miscellaneous Costs

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

§ 7.6.1.1 [Intentionally blank]

§ 7.6.1.2 [Intentionally blank]

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

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

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

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

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

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

§ 7.6.7 Costs of document reproductions and delivery charges.

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

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

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

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

§ 7.7 Other Costs and Emergencies

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

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

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

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

§ 7.8 Related Party Transactions

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

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

§ 7.9 Costs Not To Be Reimbursed

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

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;

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- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved in writing by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

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

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

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

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

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.1.2 Notwithstanding any other provision of this Agreement, Construction Manager agrees to comply with the bidding requirements of Tenn. Code Ann. § 49-2-203(a)(3)(C) and agrees that it shall not undertake actual construction work on the Project except in the limited circumstances provided therein.

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

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and

copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

§ 11.1.3 Upon Owner's receipt of an Application for Payment approved by the Architect, the Owner shall make payment of the amount certified to the Construction Manager within twenty (20) days..

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

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

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

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

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

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

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

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

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

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

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

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

§ 11.1.8 Retainage

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

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

Retainage will be 5% except for items listed in 11.1.8.1.1

§ 11.1.8.1.1 The following items are not subject to retainage:

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

Bond, Insurance, Permit Costs

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Work that is incomplete or not in accordance with the requirements of the Contract Documents in accordance with General Conditions § 9.8.5

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

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

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

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

§ 11.2 Final Payment

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

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 **the Architect has issued a Certificate of Substantial Completion, in a form substantially similar to AIA Document G704, which certificate is prepared by the Architect, subject to Owner's approval (which shall not be unreasonably withheld or delayed) which shall establish the time within which all Punch List Items attached to the certificate;**
- .3 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .4 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

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

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

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

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

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

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

§ 11.3 Interest

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

prime rate plus 1%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

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

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

§ 12.2 Binding Dispute Resolution

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

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

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

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

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

Init.

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

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

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

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

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

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

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

§ 13.2.1 Termination

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

§ 13.2.2 Termination by the Owner for Cause

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

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

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

§ 13.2.3 Termination by the Owner for Convenience

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

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

See General Conditions § 14.4.3

§ 13.2.4 Termination for Non-Appropriation of Funding

Notwithstanding any other provision in this Agreement, if funds for the continued fulfillment of this Agreement by Owner are at any time not forthcoming or are insufficient through the failure of the Madison County Commission to appropriate funds or otherwise, then Owner will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice to Construction Manager documenting the lack of funding. Owner agrees to provide at least thirty (30) days advance written notice of such termination. Owner agrees to use reasonable efforts to ensure funds are appropriated and available for this Agreement.

§ 13.3 Suspension

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

ARTICLE 14 MISCELLANEOUS PROVISIONS

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

§ 14.2 Successors and Assigns

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

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

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

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

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Four Million Dollars (\$ 4,000,000) for each occurrence and Four Million Dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.
- See Exhibit "E" – Certificate of Insurance

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than Four Million Dollars (\$ 4,000,000) 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.
- See Exhibit "E" – Certificate of Insurance

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

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

The cost of the Payment and Performance Bond will be included in the Guaranteed Maximum Price, and Construction Manager will not incur the expense of the Payment and Performance Bond until receiving a written notice to proceed with this expense from the Owner.

Coverage

Payment and Performance Bond

Limits

100% of Guaranteed Maximum Price

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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

§ 14.3.2 Construction Phase

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

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

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

Init.

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

To Be Determined

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

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

This will be Exhibit "C" – To be added when requirements are determined.

.6 Other Exhibits:

(Check all boxes that apply.)

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

Supplementary and other Conditions of the Contract:

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

.7 Other documents, if any, listed below:

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

Init.

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

Jackson-Madison County School System

Henson Construction Services, Inc.

OWNER *(Signature)*

Ray Washington, Director of Schools
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Cary Henson, President
(Printed name and title)

Init.

Additions and Deletions Report for **AIA® Document A133™ – 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 15:35:46 ET on 04/30/2020.

PAGE 1

AGREEMENT made as of the day of in the year Two Thousand Twenty

...

Jackson Madison County School System
310 North Parkway Jackson, TN 38305

...

and the Construction ~~Manager~~: Manager ("CM"):

...

Henson Construction Services, Inc.
32-A Bowling Drive
Jackson, TN 38305

...

Jackson Madison County Schools
New North K-8 School
Ashport Road
Jackson, TN 38305

...

Orcutt Winslow
5016 Centennial Blvd.
Nashville, TN 37209

PAGE 2

The Scope of the Project is a new K-8 school ("School"). The Owner, Architect, & Construction Manager (CM) will work as a Team to develop the Design, Budget, & Schedule. The initial Project budget is between \$20-\$24 million.

...

At the time of the execution of this Contract, the CM is aware of the site location but site specifics such as Geotechnical Reports, Surveys, Utilities, etc., are unknown to the CM.

PAGE 3

The Pre-Design Budget is between \$20-\$24 million.

...

From the date Owner gives Architect written approval to proceed for each phase:

Programming – 15 days

Master Planning – 15 days

Schematic Design – 45 days

Design Development – 60 days

Construction Documents – 75 days.

...

From the date Owner accepts CM's Guaranteed Maximum Price proposal – 15 days.

...

From construction commencement date – 18 months.

...

Occupancy (defined as Owner's ability to use the Project for its intended purposes) within 30 days of Substantial Completion date.

...

The Site Design & Site Work is to be Fast-Track w/the goal of having Site Work underway in May 2020.

...

AIA Document E234-2019 (Sustainable Projects Exhibit) is not applicable.

...

The School is to be designed for 1,000 Students.

...

Mr. Allen Powell, Director of Operations & Facilities
310 North Parkway
Jackson, TN 38305

PAGE 4

Mr. Ray Washington, Director of Schools
JMCSS School Board

...

Not applicable.

...

Not applicable.

...

Not applicable.

...

Alex Ruiz
5016 Centennial Blvd., 3rd Floor
Nashville, TN 37209

...

<u>Cary Henson</u>		<u>Jimmy Henson</u>
<u>32-A Bowling Drive</u>	<u>or</u>	<u>32-A Bowling Drive</u>
<u>Jackson, TN 38305</u>		<u>Jackson, TN 38305</u>
<u>731-225-3602</u>		<u>731-234-0859</u>

PAGE 5

The CM will provide a Project Manager and/or Estimator to participate in all Planning/Design Review Meetings.

...

All Work shall be procured through competitive bids as provided in Tenn. Code Ann. § 49-2-203(a)(3), and all bids will be opened with the Owner. ..

...

None.

...

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

PAGE 8

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

§ 3.2.1 Within sixty (60) days of Construction Manager’s receipt of the Bid Documents from the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner’s and Architect’s review, and the Owner’s acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager’s estimate of the Cost of the Work, the Construction Manager’s contingency described in Section 3.2.4, and the Construction Manager’s Fee described in Section 6.1.2.

...

- .5** A date by which the Owner must accept the Guaranteed Maximum Price. The Owner must accept or decline the Guaranteed Maximum Price within forty-five (45) days of the Guaranteed Maximum Price proposal.

PAGE 9

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. Construction Manager shall, upon request of Owner, appear at Board of Education meetings to give a verbal report of the progress of the Project.

PAGE 10

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

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

§ 4.1.4.2 The ~~Owner~~ Architect or Consultants hired by the Architect shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The ~~Owner, Architect~~ or Consultants hired by the Architect, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

...

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

PAGE 11

Each phase of the Preconstruction Phase (Schematic Phase, Design Development Phase, Construction Document Phase, and Bid Phase) is subject to the Owner obtaining adequate funding from the Madison County Commission. Thus, notwithstanding any other provision in this Agreement, the Construction Manager must receive a written notice to proceed from the Owner before commencing any of the four phases of the Preconstruction Phase.

5% @ Schematic Phase

5% @ Design Development Phase

5% @ Construction Document Phase

5% @ Bid Phase

...

To establish the Contract Value, a preliminary Cost of Work of \$20,000,000 is used. The Cost of Work & associated CM Fee will be adjusted based upon the Guaranteed Maximum Price. For Contract basis: \$20,000,000 x 3.45% = \$690,000 total CM Fee x 20% = \$138,000 for Pre-Construction Phase Fee.

...

Project Manager/Estimator (same)

\$125.00 per hour

...

~~§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.~~

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Twenty (20) 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.

...

%—First Tennessee Prime Plus 1% per month

PAGE 12

Estimated cost of the Work times 3.45% less the amount (20% of total CM Fee) paid during the Pre-Construction Phase estimated @ \$20,000,000 x 3.45% = \$690,000 less \$138,000 (see § 5.1.2) = \$552,000 Estimated Construction Manager Fee.

The CM Fee will be adjusted in the GMP to 3.45% times the GMP.

...

Unless the Owner requests a significant Scope change, the CM will not add a fee to Project Change Orders.

...

Cost of Work plus combined Overhead & Profit of 15%.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed N/A percent (N/A %) of the standard rental rate paid at the place of the Project.
The CM will not rent any equipment to the Project.

...

CM shall achieve Substantial Completion no later than eighteen (18) months following Construction Commencement Date. Occupancy shall be within thirty (30) days of Substantial Completion. In the event Substantial Completion or Occupancy is not timely accomplished, CM shall pay to Owner One Thousand Five Hundred Dollars (\$1,500.00) per day as liquidated damages.

...

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction. There will be no expense to Owner resulting from minor changes in the Work.

PAGE 13

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. Cost of Work as set forth in Sections 7.1 through 7.7 will be included in the GMP, which is subject to Owner written approval.

...

Prorated Project Manager's Rate - \$4,000/wk x 50% = \$2,000/wk

Prorated Safety Director's Rate - \$3,500/wk x 25% = \$875/wk

PAGE 14

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

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

PAGE 16

- .8 Costs, other than costs included in Change Orders approved in writing by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

...

§ 9.1.2 Notwithstanding any other provision of this Agreement, Construction Manager agrees to comply with the bidding requirements of Tenn. Code Ann. § 49-2-203(a)(3)(C) and agrees that it shall not undertake actual construction work on the Project except in the limited circumstances provided therein.

PAGE 17

§ 11.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the — day of a month, Upon Owner's receipt of an Application for Payment approved by the Architect, the Owner shall make payment of the amount certified to the Construction Manager not later than the — day of the — month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than — (—) days after the Architect receives the Application for Payment.~~within twenty (20) days..

PAGE 18

Retainage will be 5% except for items listed in 11.1.8.1.1

...

Bond, Insurance, Permit Costs

...

Work that is incomplete or not in accordance with the requirements of the Contract Documents in accordance with General Conditions § 9.8.5

PAGE 19

- .2 the Architect has issued a Certificate of Substantial Completion, in a form substantially similar to AIA Document G704, which certificate is prepared by the Architect, subject to Owner's approval (which shall not be unreasonably withheld or delayed) which shall establish the time within which all Punch List Items attached to the certificate;
- .3 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 .4 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

PAGE 20

% —prime rate plus 1%

...

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

PAGE 21

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

PAGE 22

See General Conditions § 14.4.3

§ 13.2.4 Termination for Non-Appropriation of Funding

Notwithstanding any other provision in this Agreement, if funds for the continued fulfillment of this Agreement by Owner are at any time not forthcoming or are insufficient through the failure of the Madison County Commission to appropriate funds or otherwise, then Owner will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice to Construction Manager documenting the lack of funding. Owner agrees to provide at least thirty (30) days advance written notice of such termination. Owner agrees to use reasonable efforts to ensure funds are appropriated and available for this Agreement.

PAGE 23

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Four Million Dollars (\$ 4,000,000) for each occurrence and Four Million Dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.
- See Exhibit "E" – Certificate of Insurance

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than Four Million Dollars (\$ 4,000,000) 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.
- See Exhibit "E" – Certificate of Insurance

...

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

...

The cost of the Payment and Performance Bond will be included in the Guaranteed Maximum Price, and Construction Manager will not incur the expense of the Payment and Performance Bond until receiving a written notice to proceed with this expense from the Owner.

...

<u>Payment and Performance Bond</u>	<u>100% of Guaranteed Maximum Price</u>
-------------------------------------	---

PAGE 24

To Be Determined

...

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction (By Reference)

...

This will be Exhibit "C" – To be added when requirements are determined.

PAGE 25

Jackson-Madison County School System

Henson Construction Services, Inc.

...

Ray Washington, Director of Schools

Cary Henson, President



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Cary J. Henson, 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 15:35:46 ET on 04/30/2020 under Order No. 9947856111 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

RESOLUTION

**A RESOLUTION OF THE JACKSON-MADISON COUNTY BOARD OF EDUCATION
APPROVING AND AUTHORIZING CONSTRUCTION MANAGER AT RISK
CONTRACT WITH HENSON CONSTRUCTION SERVICES, INC.**

WHEREAS, the Jackson-Madison County School System (“District”) is interested in the well-being of its students and believes there is both the need and demand for additional new and better educational opportunities for residents of Jackson, Madison County, Tennessee. The District also believes it can play a valuable role in assisting with and facilitating the construction of quality public K-8 educational institutions and related facilities for District students. The District further believes such a role is consistent with its mission and purpose;

WHEREAS, the Jackson-Madison County Board of Education (“Board of Education”) has previously approved and authorized, by resolution dated September 5, 2019, the purchase of property located on Ashport Road in Madison County, Tennessee (the “Property”) for the purpose of building a new school and which Property is now owned by Jackson-Madison County School System (Deed Book 753/Pages 1900-05);

WHEREAS, on February 13, 2020, the Board of Education approved an agreement with Orcutt Winslow, architectural firm, for the purpose of preparing the schematic design, design development, and construction documents for a K-8 school to be built on the Property; and

WHEREAS, the Board of Education has determined that, consistent with its actions of purchasing the Property and entering into an agreement with an architect, it is in the best interests of the District and the citizens and students of Madison County to approve the Standard Form of Agreement [AIA Document A133-2019] between Jackson-Madison County School System and Henson Construction Services, Inc. (the “Construction Contract”).

NOW THEREFORE, BE IT RESOLVED BY THE JACKSON-MADISON COUNTY BOARD OF EDUCATION AS FOLLOWS:

Section I. That the Board of Education approves the Construction Contract and authorizes Superintendent Ray Washington or Chairman James “Pete” Johnson to execute the Construction Contract.

Section II. That this resolution shall take effect from and after its adoption, the public welfare and interest requiring it.

ADOPTED this the 7th day of May, 2020.

JACKSON-MADISON COUNTY BOARD OF EDUCATION

By: _____
James “Pete” Johnson, Chairman

ATTEST:

_____, Board Secretary

CONTRACT OF EMPLOYMENT

Between
Marlon King
and
Jackson-Madison County Board of Education

WHEREAS, the Jackson-Madison County Board of Education (hereinafter “Board”) desires to provide Marlon King (hereinafter “Superintendent”) with a written Contract of Employment (hereinafter “Contract”) in order to enhance the administrative stability and continuity within the school system, and,

WHEREAS, the Board and the Superintendent agree to the written Contract of Employment as necessary to describe specifically the relationship between the parties and to allow effective communication between the parties as they fulfill their governing and administrative functions in the operation of the educational program of the school system,

THEREFORE, this Contract of Employment is entered into this ___ day of May, 2020, by and between the Jackson-Madison County Board of Education and Superintendent. The Board and the Superintendent, for the consideration herein specified, agree as follows:

- 1. TERM OF AGREEMENT:** In accordance with the action of the Board on April 9, 2020, and found in the minutes thereof, the Board appointed Marlon King as Superintendent. And, in accordance with the action of the Board on May 7, 2020, and found in the minutes thereof, the Board approved this Contract of Employment commencing July 1, 2020 and ending June 30, 2024.
- 2. ACCEPTANCE:** The Superintendent hereby accepts employment as Superintendent and the Board and Superintendent mutually agree that during the term of this Agreement the Superintendent shall be and will perform the duties of Superintendent in and for the public schools of Jackson-Madison County, Tennessee, as prescribed by the laws of the State of Tennessee and by the rules and regulations of the State Board of Education and of the Board and those duties described in the job description adopted by the Board as the same may be amended from time to time.
- 3. PROFESSIONAL CERTIFICATION:** The Superintendent shall maintain any certification required by law of the State of Tennessee.
- 4. DUTIES:** The superintendent shall faithfully perform the duties of the Superintendent and serve as Chief Executive Officer to the Board and the administrative head of the School District. The Superintendent shall have the authority to organize and arrange the administrative and supervisory staff and shall have the authority to organize and arrange the instructional and business affairs of the School District in a manner which, in his judgment, best serves the needs of the School District, subject to the laws of the State of Tennessee and of the rules and regulations of the State Board of Education and of the Board. The

responsibilities for the selection, placement and transfer of personnel shall be vested in the Superintendent to the extent permitted by state law and Board policy. The Superintendent shall perform the duties specified in Tennessee Code Annotated, including but not limited to Tenn. Code Ann. § 49-2-301, as well as those listed in the job description for Superintendent and listed in Policy 5.802 as adopted by the Board or as may be amended from time to time during the term of this Agreement. Such job description and board policy, as so amended, is hereby incorporated in this Agreement by reference as if fully stated herein. A copy of the current job description is attached as Exhibit A to this Contract, and a copy of the current Board Policy 5.802 is attached as Exhibit B to this Contract. The Superintendent shall devote such time and energies as are necessary to perform the duties specified in the job description. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Superintendent to work during times other than normal business hours.

5. PERFORMANCE: Within ninety (90) days of the initial start date, and each year of this Contract thereafter, the Superintendent and Board shall develop a mutually agreed upon set of performance goals for the Superintendent. In addition to the mutually agreed upon performance goals, the Superintendent shall annually establish meaningful, measurable goals and objectives for the District and shall provide a written report regarding his recommendations to the Board on or before the first Board meeting in March of each year during the term of this Contract. All discretionary goals and objectives will be subject to the approval of the Board, and should be approved by the Board by no later than July 1 each year of the contract.

6. COMPENSATION: For the period of time from July 1, 2020, to June 30, 2024, the Board agrees to pay the Superintendent an annual base salary of One Hundred Eighty-Five Thousand and 00/100 Dollars (\$185,000.00). The annual compensation shall be paid in equal installments in accordance with Board policy. During the term of this Contract, the Superintendent shall receive salary increases at least equivalent to increases given to teachers. In no event shall the salary of the Superintendent be reduced during the term of this Contract except as provided by law.

7. MEMBERSHIPS: The Board shall further pay all dues for the Superintendent to be a member of professional including but not limited to AASA and TOSS. The Board shall further reimburse the Superintendent for expenses in attending related functions and conferences. The Board desires and expects the Superintendent to be actively engaged in the community and shall pay his membership and related fees to participate in civic, business and service organizations, up to three (3) such organizations including but not limited to the local Chamber of Commerce.

8. FRINGE BENEFITS: During the term of the Contract, the Superintendent shall be entitled to receive all fringe benefits that full-time certified employees receive. In addition, the Superintendent shall receive the following fringe benefits.

- a. Health Insurance. The Board shall provide the Superintendent and his eligible

dependents health insurance benefits, including medical, and dental insurance coverage under the District's group health insurance program. The Board shall pay the same portion of the premium for said insurance as the Board pays for certified employees. Such coverage shall begin on August 1, 2020. In addition, the Board agrees to reimburse the Superintendent the difference between his COBRA amount and his usual health insurance premium contribution for the month worked prior to August 1, 2020 if necessary. Should the Superintendent elect no coverage under the District's health insurance plan, no other benefit or salary shall be paid in lieu thereof.

- b. Retirement Benefits. The Superintendent shall be entitled to any retirement benefits for which he qualifies under state law. The Board pays the Superintendent's retirement contributions provided to certified employees.
- c. Long Term Disability Insurance. The Board shall provide the Superintendent with an own occupation long-term disability insurance policy with a waiting period of six (6) months and five (5) year duration period and in an amount equal to sixty percent (60%) of his annual salary provided that he can obtain such coverage.
- d. Life Insurance. The Board shall provide the Superintendent a term life insurance policy on his life while employed by the School System in an amount equal to his annual base salary payable to the Superintendent's beneficiaries.
- e. Technology. The Board shall provide the Superintendent with the technology necessary for the Superintendent to carry out his duties pursuant to this Contract, including a smartphone and related service, laptop computer, iPad, and printer/fax/scanner at his home which equipment shall remain the property of the Board.
- f. Automobile. The Superintendent shall receive an automobile allowance of Seven Hundred and 00/100 Dollars (\$700.00) per month for use of his personal vehicle. In addition to this monthly automobile allowance, he will be reimbursed mileage expenses for business-related travel outside of Madison County required to carry out his official duties for which he will be reimbursed at a rate of twenty cents (\$0.20) per mile.
- g. Leave. With the exception that the Superintendent shall immediately receive five (5) bonus vacation days annually, the Superintendent shall be entitled to the sick leave, personal and professional leave, and vacation and holiday leave benefits as provided for the certified personnel of the Jackson-Madison County School System in accordance with the Board's adopted policy and procedures or as may be amended, which are incorporated herein by reference.
- h. Moving Expenses. There is an expectation that during the term of this Agreement that the Superintendent reside in Madison County. Because of this expectation, the Board shall reimburse Superintendent for customary expenses related to the move of

the Superintendent and his household possessions from his current residence to Madison County, Tennessee. The Superintendent shall obtain three bids for relocation, and the Board will reimburse the Superintendent the amount of the lowest bid. In the event the lowest bid exceeds \$10,000.00, the Board will accept bids on the contract to move his household possessions in compliance with state law.

- i. Temporary Housing. The Board will pay expenses, including but not limited to his mileage, lodging and meals, for the Superintendent to visit Madison County for the purpose of securing a place to reside, to attend to other details of the move, and during the actual moving of his household possessions. If necessary, the Board will reimburse the Superintendent an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) per month for up to two (2) months for temporary housing while the Superintendent secures access to permanent housing.

9. OPEN ENROLLMENT: The Board agrees that Superintendent's child may attend any middle school in the District and waives the requirement that his child submit an application or be selected for a particular placement by random lottery as required by Board Policy 6.206. The Superintendent is responsible for transportation to any school his child attends that is not his zoned school.

10. PROFESSIONAL LIABILITY: The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent, to the fullest extent allowed by law, from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his official capacity as agent and employee of the School System, provided the demands, claims, suits, actions, or legal proceedings arose while the Superintendent was acting within the scope of his employment or under the direction of the Board unless the claims, suits, actions, or legal proceedings arise out of alleged criminal conduct by the Superintendent. Except that, in no case, will individual board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

11. EXPENSES: The Board shall reimburse the Superintendent for all actual and necessary travel and other expenses required in the performance of the official duties during employment under this Contract subject to such limitations as provided by law and by Board policy.

12. BOARD/SUPERINTENDENT COMMUNICATIONS. Board members, individually and collectively, shall promptly refer to the Superintendent all criticisms, complaints and suggestions called to their attention relative to the Superintendent or the School System for the study, recommendation, and appropriate action of the Superintendent prior to such issue being brought to the attention of the full Board. In addition, individual Board members will not direct the Superintendent regarding the management of the School System unless acting on behalf of the Board. Not later than July 31, 2020, and periodically thereafter, the Board and Superintendent shall meet to discuss and develop or review procedures for communication between the Board and the Superintendent.

13. LOYALTY: The Superintendent shall devote full time, attention, knowledge and skills solely and exclusively to the business and interests of the Board and the Jackson-Madison County School System. The Superintendent may, however, undertake consulting work, speaking engagements, writing, lecturing or other activities, with or without honorarium, that do not interfere with the discharge of the duties and responsibilities of the Superintendent hereunder. The determination of the Board as to whether such other work interferes with the discharge of the duties and responsibilities of the Superintendent hereunder shall be conclusive, and the Board shall notify the Superintendent in writing if the Board makes this determination.

14. FORFEITURE OF TENURE RIGHTS. The Superintendent hereby forfeits any rights to tenure in the Jackson-Madison County School System and agrees that upon the termination of his duties as Superintendent his employment in the school system will terminate.

15. MEDICAL EXAMINATION: The Superintendent agrees to undergo a comprehensive medical examination by a licensed medical doctor selected by the Superintendent prior to commencing employment unless he has undergone a similar examination during the past ten (10) months. He agrees to furnish to the Board a statement from the physician certifying his physical competency to fulfill the essential functions of the job of Superintendent no later than July 1, 2020. The Board agrees that the certification by the physician shall be treated as confidential data by the Board to the extent required by law. The Board is obligated to pay for the cost of the medical examination.

16. CRIMINAL BACKGROUND CHECK: In accordance with Tenn. Code Ann. § 49-5-406, the Superintendent agrees to complete an employment application providing the information requested in TCA § 49-5-403 and agrees to the release of all investigative records to the Board for the purpose of verifying the accuracy of the information provided by the Superintendent. Further, in accordance with Tenn. Code Ann. § 49-5-413, the Superintendent agrees to supply a fingerprint sample and submit to a criminal history record check to be conducted by the Tennessee Bureau of Investigation. The costs incurred for this investigation shall be paid by the Board.

17. EVALUATION: The Board shall evaluate and assess in writing the performance of the Superintendent on or before July 1 of each calendar year during the term of this Contract and any renewal thereof. Prior to the Board conducting its evaluation, the Superintendent shall provide the Board with a written self-evaluation. For the initial year, an additional evaluation will be done at three (3) months and at six (6) months to allow for frequent feedback during the onboarding period.

In conducting its evaluation, the Board shall use the evaluation instrument and process agreed to by the Board and Superintendent. This annual evaluation instrument and process shall be agreed to by the Board and Superintendent at or before the regular meeting of the Board in September 2020. The annual written evaluation of the Superintendent's performance will be based upon the Superintendent's self-evaluation, the mutually agreed upon performance goals

pursuant to Section 5 of this Contract, the Superintendent's job description as set forth herein and in Board Policy, the execution of the powers and duties of the Superintendent as described by state law, and the Superintendent's performance of the expectations as outlined in this Contract.

Should any rating below satisfactory or acceptable level of performance be entered on the Superintendent's evaluation form by the Board, notice must be given, in writing, to the Superintendent specifically detailing the nature of the deficiency to be addressed. Notice of deficiency must include specific expectations relative to remediation of the deficiency to provide the Superintendent sufficient information to address the Board's concern and to improve his rating in that area. Within thirty (30) days of the completion of the annual evaluation and workshop discussion in which the Board has identified any deficiencies, the Superintendent shall submit to the Board an Annual Improvement Plan which shall include a professional growth plan.

18. TERMINATION: This Contract may be terminated by one of the reasons specified below.

- a. This Contract may be terminated by mutual agreement of the parties.
- b. This Contract may be terminated by the retirement or the death of the Superintendent.
- c. This Contract may be terminated by disability pursuant to Section 19 of this Contract.
- d. This Contract may be terminated by the Board for cause in accordance with the laws of the State of Tennessee, including but not limited to Tenn. Code Ann. §§ 49-2-203(a)(14)(A), 49-5-511(a)(2), and 49-5-501(3) through (8). In the event of termination by the Board for cause, notice of termination shall be given to the Superintendent in writing. If the Superintendent is terminated for cause, the Superintendent shall be entitled to a hearing before the Board provided that the Superintendent requests a hearing in writing within ten (10) days of receipt of notice of termination. The hearing shall be held within thirty (30) days of the Board's receipt of the Superintendent's written request for a hearing. Within ten (10) days of the hearing, the Board shall provide its written decision to the Superintendent.
- e. This Contract shall terminate if the State Board of Education removes the Superintendent from office in accordance with the laws of the State of Tennessee including but not limited to Tenn. Code Ann. § 49-1-602.
- f. The Contract may be terminated by the Superintendent for any reason during the term of the Contract provided the Superintendent give written notice to the Board of such intent at least sixty (60) days prior to the effective date of such voluntary termination. In the event of such termination, the Superintendent shall have no right or entitlement to any severance pay. The Superintendent shall be entitled to the

salary, benefits, and expenses unpaid through the effective date of termination

- g. The Board may, at any time, terminate this contract without cause by giving the Superintendent written notice of at least sixty (60) days prior to the effective date of termination. Upon such termination, the Superintendent shall be entitled to the present value of any remaining salary and benefits that remain unpaid under the contract.

19. DISABILITY: “Disability” is defined as an inability to perform the essential functions of the job with or without reasonable accommodation as set forth in the Americans with Disability Act. Should the Superintendent become “disabled” as defined herein, and the period of disability extends beyond when all applicable leave benefits have been exhausted, during the period before the long term disability benefits begin as defined in Section 9 herein, the Board may, at its sole discretion, make the following deductions from the compensation stipulated above. For the first month following exhausted leave time, the Superintendent shall receive his entire monthly compensation; for the second month following exhaustion of such leave, the Superintendent shall receive two-thirds (2/3) of his regular compensation; and, for the third month of disability following exhaustion of accumulated leave time, the Superintendent shall receive one-third (1/3) of his regular compensation. However, payments from the Board will cease on the day the Superintendent is eligible to receive payment under the provisions of the long-term disability policy referenced above and in Section 8c of this Contract. Should the Superintendent remain disabled following his third month after exhaustion of leave, the Board may, in its sole discretion, terminate all subsequent pay under this Contract for as long as such disability exists. If such disability as defined herein continues for more than six continuous months, the Board, in its sole discretion, may terminate this Contract immediately. In such event, the respective duties, rights, and obligations of each party shall terminate except for the benefits detailed within this section. In the event of a work-related disability, payments made under this provision will be offset by temporary and permanent disability benefits paid under the Tennessee Workers’ Compensation Act.

20. SEVERABILITY: If any provision or item of this Agreement or the application thereof is held invalid or found to be in violation of state or federal constitutional or statutory law, such invalidity shall not affect other provisions, items, or applications of this Agreement that can be given effect without the invalid provision, items, or applications, and to this end, the provisions of this Agreement are hereby declared severable.

21. ENFORCEMENT OF AGREEMENT: In the event it should become necessary for either party to enforce the terms and conditions of this Agreement, the costs of such enforcement proceedings, including reasonable attorney fees, shall be paid to the prevailing party by the losing party.

22. MODIFICATION/EXTENSION OF AGREEMENT: By specific action of the Board, the terms and length of this Agreement may be modified with the consent of the Superintendent. However, unless the Board acts on or before six (6) months before the

expiration date of the Contract to extend or renew the contract, such failure to act shall serve as notice to the Superintendent that the Board does not intend to extend or renew the contract. No extension of this Contract shall occur absent the notice required pursuant to Tenn. Code Ann. § 49-2-203(14)(C).

23. ENTIRE AGREEMENT AND EXECUTION AND DELIVERY BY FACSIMILE TRANSMISSION: This Agreement embodies the entire understanding and agreement of the undersigned parties, whether oral or written. This Agreement may be executed by the Board and delivered to the Superintendent by e-mail or facsimile transmission. This Agreement shall be deemed effective and executed by both parties upon the receipt by the Board of a copy of the facsimile transmission of the Agreement executed by the Superintendent.

24. GOVERNING LAW: The laws of the State of Tennessee shall govern the interpretation and actions arising from this Contract.

Marlon King

Jackson-Madison County Board of
Education

By: _____
James "Pete" Johnson
Board Chairman

Job Description

Job Title: Superintendent

Qualifications/Job Requirements:

- Bachelor's Degree required
- Master's Degree preferred
- Valid teacher's license with appropriate endorsement preferred
- Administrative or supervisory experience preferred

Job Goal: To provide leadership in developing and maintaining the best possible educational programs and services.

Responsibilities and Essential Functions:

1. Acts for the Board in seeing that all laws relating to the schools are faithfully executed.
2. Attends all meetings of the Board and serves as a member of the Executive committee without additional compensation.
3. Keeps a complete and accurate record of the proceedings of all meetings of the Board and of its official acts.
4. Keeps a detailed and accurate account of all receipts and disbursements of the public school funds.
5. Issues all warrants authorized by the Board for expenditures.
6. Make such recommendations to the Board as he/she deems for the best interest of the public schools, but in no case shall he/she have a vote.
7. Supervises all schools, visits the schools from time to time, and advises members of the Board as to their condition and means for improvement.
8. Requires the use of the state course of study and the system of promoting students in accordance with the Commissioner of Education.
9. Signs all certificates and diplomas of students who complete the courses of study.
10. To hire, transfer, suspend, non-renew, and dismiss all personnel, with the exception of placing teachers on tenure and dismissing tenured teachers;
11. Requires all teachers to submit their certificates to teach, and keeps a complete record of same.
12. Files all contracts entered into with all employees of the Board.
13. Makes quarterly a written report for the Board detailing all receipts and expenditures of the public school funds and submits it to the local funding body.
14. Reports to the local funding body and the commissioner of Education whenever it appears that any portion of the school fund has been, or is in danger of being, misappropriated or illegally disposed of or not collected.
15. Makes reports to the Commissioner of Education when requested by him; and makes a full and complete report on forms furnished by the Commissioner of Education on or before the fifteenth (15th) day of July, annually for the year ending the thirtieth (30th) day of June proceeding.
16. Prepares, annually, with the chairman of the Board, a budget for the schools in the system, to submit the same to the Board for its approval; and presents it to the local funding body for adoption.



17. Gives full time and attention to the duties of the position of superintendent.
18. Delivers to his/her successor all records and official papers belonging to said position.
19. Files with the Commissioner of Education a copy of the budget adopted by the local funding body within ten (10) days after its adoption.
20. Establishes a procedure whereby an updated copy of the Rules, Regulation, and Minimum Standards of the State Board of Education are kept on file in each school library during normal school hours.
21. Implements all rules pertaining to the supervision and administration of student body activity and other internal funds in schools.
22. Furnishes each principal with a copy of the manual for internal accounting and the necessary training and assistance to adequately use it.
23. Ensures that each principal carries out all recommendations of the annual audit.
24. Ensures an orderly transfer of a school's financial records between an outgoing and an incoming principal.
25. Receives, reviews, and permanently files all internal accounting reports submitted by the principals and reports any irregularities to the Board.
26. Takes action to encourage the prompt submission of all reports herein described.
27. Stays familiar with and ensures appropriate implementation of Board policies.
28. Performs such other duties as may be prescribed by law.

FLSA Status: Exempt

Terms of Employment: 260 Day Calendar. Salary to be established by the Board.

Evaluation: Performance of this job will be evaluated annually in accordance with provisions of the Board's policy.

The Jackson-Madison County School System (JMCSS) provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics.

Jackson-Madison County Board of Education			
Monitoring: Review: Annually, in February	Descriptor Term: Qualifications and Duties of the Director of Schools	Descriptor Code: 5.802	Issued Date: 12/12/19
		Rescinds: 5.802	Issued: 05/10/01

1 **QUALIFICATIONS**

- 2 1. A Baccalaureate Degree
3 2. Such other qualifications as the Board deems desirable

4 **REPORTS TO:** The Board of Education

5 **SUPERVISES:** All administrative and supervisory personnel in the district

6 **JOB GOAL:** To provide leadership in developing and maintaining the best possible educational
7 programs and services

8 **SCOPE OF RESPONSIBILITY:** The management responsibilities of the Director of Schools shall
9 extend to all activities of the district, to all phases of the educational program, to all aspects of the
10 financial operation, to all facility management, and to the conduct of such other duties as may be assigned
11 by the Board. The Director of Schools may delegate these duties together with appropriate authority but
12 may neither delegate nor relinquish ultimate responsibility for results or any portion of accountability.

13 **ESSENTIAL FUNCTIONS**

14 *General Administrative*

- 15 1. Provides leadership in identification of priorities and assures that all activities reflect those
16 board-established priorities.
- 17 2. Prepares and recommends short and long-range plans for Board approval and implements those
18 plans when approved.
- 19 3. Prepares, in conjunction with the Chair, agenda recommendations relative to all matters
20 requiring board action, including all facts, information, options, and reports needed to assure
21 informed decisions. Provides advice and counsel to the Board on matters before it.
- 22 4. Attends all regular and special meetings of the Board and keeps a complete and accurate record
23 of the proceedings of all meetings of the Board and of its official acts.
- 24 5. Recommends drafts of new policies or changes to the Board. Anticipates potential problems.
25 Recommends policies or courses of staff action.

- 1 6. Develops administrative procedures to implement board policy or for the items deemed
2 necessary for the efficient operation of the schools and disseminates these procedures to
3 appropriate staff.
- 4 7. Keeps the Board informed regarding development in other districts or at state and national levels
5 that would be helpful to the district.
- 6 8. Ensures that all local, state, and federal standards for the health and safety of the students and
7 staff are maintained and that required reports are maintained.
- 8 9. Fulfills all statutory obligations and implements the education law of the State of Tennessee and
9 the rules and regulations of the State Board of Education.¹

10 *Financial Management*

- 11 1. Provides direction to and supervision of school business functions. Encourages development and
12 implementation of sound business practices. Continually assesses business practices to achieve
13 efficiency.
- 14 2. Prepares, annually, a budget and submits it to the Board for approval. Presents approved budget
15 to the appropriate local funding body for adoption.
- 16 3. Makes appropriate written reports for the Board, detailing all receipts and expenditures of the
17 public school funds, and submits them to the local funding body.
- 18 4. Ensures that funds are spent prudently by providing adequate control and accounting of the
19 district's financial and physical resources.

20 *Personnel Administration*

- 21 1. Establishes lines of authority which shall be approved by the Board and shown on the system
22 organization chart. Lines of authority shall not restrict the practical working relationships of all
23 staff members at all levels.
- 24 2. Employs such personnel as may be necessary within the limits of budgetary provisions and
25 recommends to the Board teachers who are eligible for tenure.
- 26 3. Develops recruitment procedures to assure well-qualified applicants for professional and non-
27 professional positions.
- 28 4. Assigns and transfers employees as the interest of the district may dictate and reports such action
29 to the Board for information and record.
- 30 5. Holds meetings of teachers and other employees as necessary for the discussion of matters
31 concerning the welfare and improvement of the schools.
- 32 6. Communicates directly, or through delegation, all actions of the Board relating to personnel
33 matters to all and receives employees' communications to be made to the Board.

- 1 7. Evaluates principals annually.
- 2 8. Informs the Office of Educator Licensing of licensed educators who have been suspended or
- 3 dismissed, who have resigned, following allegations of conduct, including sexual misconduct,
- 4 which, if substantiated, would warrant consideration for license suspension or revocation, or
- 5 who have been convicted of a felony. The report shall be submitted within thirty (30) days of
- 6 the suspension, dismissal, or resignation or of receiving knowledge of the felony conviction.²

7 *Instructional Leadership*

- 8 1. Serves as the chief school executive. Ensures the development and maintenance of a positive
- 9 educational program designed to meet the needs of the community and to carry out the policies
- 10 of the Board. Ensures that a system of thorough and efficient education, as defined by state law,
- 11 is available to all students.
- 12 2. Recommends to the Board for its adoption all courses of study, curriculum guides, and major
- 13 changes in tests and time schedules to be used in the schools.
- 14 3. Oversees the timely revisions of all curriculum guides and courses of study.
- 15 4. Develops guidelines and direction for monitoring the effectiveness of existing and new
- 16 programs.
- 17 5. Conducts a periodic audit of the total school program and advises the Board of recommendations
- 18 for the educational advancement of the schools.
- 19 6. Seeks out available sources for grant funding to support programs and projects.
- 20 7. Ensures that the goals of the school district are adequately reflected in its educational program
- 21 and operations.

22 *Community/Public Relations*

- 23 1. Promotes community support of the schools. Interprets district programs and services, reports,
- 24 plans, events, and activities of interest and solicits community opinions regarding school and
- 25 educational issues.
- 26 2. Identifies available community resources and links to social service agencies that support
- 27 education and healthy child development.
- 28 3. Develops strategies to promote parental involvement in their student's education and provides
- 29 opportunities for parent-teacher interaction.
- 30 4. Maintains contact and good relations with local media. Acts as the Board's spokesperson.
- 31 5. Ensures that the district interests will be represented in meetings and activities of municipal and
- 32 other governmental agencies.

1 6. Represents the school district and its interests in community organizations, activities, and
2 projects.

3 **TERMS OF EMPLOYMENT:** Serves in accordance with the terms of the contract between the Board
4 and the Director of Schools. Salary to be determined by the Board.

5 **EVALUATION:** Performance of this job will be evaluated in accordance with provisions of state law
6 and the Board's policy on evaluation of the Director of Schools.

7 **GENERAL REQUIREMENTS:** The above statements are intended to describe the general nature and
8 level of work being performed by the person assigned to this position. They are not intended to be a
9 complete list of responsibilities, duties, and skills required of personnel so assigned.

Legal References

1. TCA 49-2-301
2. TRR/MS 0520-02-03-.09(2); TCA 49-5-417(c)

Cross References

- Executive Committee 1.301
- Administrative Procedures 1.601
- Administrative Committees 1.602
- Administrative Reports 1.603
- School District Planning 1.701
- Job Descriptions 5.103
- Application and Employment 5.106
- Evaluation of the Director of Schools 5.803

Jackson-Madison County School System
May 2020
Budget Amendments Summary

Fund #141 General Purpose Schools

1. \$10,234
(new money) Insurance recovery- Funds received for wind damage to South Side High School.
2. \$10,000
(new money) Contribution- This amendment adds a contribution from Southern Management Services, LLC to be used for student scholarships.
3. \$8,786 Maintenance- This amendment transfers funding from the software account to the materials and supplies account to be used towards general maintenance and repair work.
4. \$28,000 School Board and Office of Superintendent- This amendment transfers funds from the diesel fuel account to cover additional legal fees that may be incurred through year-end and for consulting services to be provided by the incoming superintendent.

Fund #177 Education Capital

- 5). \$3,614,000
(new money) This amendment will appropriate fund balance to use toward the following projects: locker room additions at West Bemis MS and JCT, masonry repair at Lincoln Elementary, parking room improvements and additional parking at Nova Elementary, secure entrances at schools, additional classrooms and restrooms at Community Montessori, and additional parking at Lincoln Elementary. As remaining funds allow, they will be used toward the identified list of other potential projects.

Madison County
Budget Amendment Request

FUND: 141 General Purpose

DEPARTMENT: _____

<i>Account Number or Org/Object</i>	<i>Account Title</i>	<i>(R)/(E)</i>	<i>Current Budget</i>	<i>Amendment Request</i>	<i>(D)/(C)</i>	<i>Amended Budget</i>
141000 445700	Contributions & Gifts	R	\$ 176,000.00	\$ 10,000.00	D	\$ 186,000.00
G2310000 531600	Contributions	E	\$ 28,550.00	\$ 10,000.00	C	\$ 38,550.00
			<i>Total Debits</i>	\$ 10,000.00		
			<i>Total Credits</i>	\$ 10,000.00		

Justification/Description (MUST BE THOROUGH):
To add a contribution from Southern Management Services, LLC to be used for student scholarships.

Requested By: 

Date: 4-28-2020

This form should be sent to the Finance Office. All budget amendments must be signed and have County Commission approval (with the exception of Internal amendments which will have Finance approval) **PRIOR** to funds being expended.

Madison County Budget Amendment Request

FUND: 177 Education Capital

DEPARTMENT: Maintenance

Account Number or Org/Object	Account Title	(R)/(E)	Current Budget	Amendment Request	(D)/(C)	Amended Budget
177000 390000	Undesignated Fund Balance		\$ 16,342,964.00	\$ 3,550,000.00	D	
C1300000 571500	Land	E	\$ 848,000.00	\$ 64,000.00	D	\$ 784,000.00
C1300000 570700	Building Improvements	E	\$ 5,458,826.00	\$ 3,614,000.00	C	\$ 9,072,826.00
			Total Debits	\$ 3,614,000.00		
			Total Credits	\$ 3,614,000.00		

Justification/Description (MUST BE THOROUGH):
 This amendment will appropriate fund balance to use toward the following projects: 1) A locker room addition at West Bemis MS (\$1,128,703), 2) a locker room addition at JCT (\$1,021,604), 3) masonry repair at Lincoln Elementary (\$230,277), 4) parking improvements and additional parking at Nova Elementary (\$115,850), 5) secure entrances at schools (\$146,092), 6) additional classrooms and restrooms at Community Montessori (estimate of \$625,000), and 7) additional parking at Lincoln Elementary (estimate of \$37,500). As the remaining available funds of \$308,974 allow, they will be used towards the following potential projects: 1) NSHS- main office window, fine arts sound booth, North gym roof, and fieldhouse roof, 2) NEMS- roof repair and 5th grade room wall, 3) Andrew Jackson- portable repair and kitchen sewer, 4) SSSHS- parking lot stripe, and 5) JCT and West Bemis MS locker rooms- benches and lockers.

Requested By: 

Date: 4.28.2020

This form should be sent to the Finance Office. All budget amendments must be signed and have County Commission approval (with the exception of Internal amendments which will have Finance approval) **PRIOR** to funds being expended.

**JACKSON-MADISON COUNTY SCHOOL SYSTEM
MONTHLY HUMAN CAPITAL REPORT**

NEWLY HIRED EDUCATORS

None

EDUCATOR SEPARATIONS

	FIRST NAME	LAST NAME	LOCATION	POSITION	EFFECTIVE DATE	RACE	GENDER
1	ANGELA	POLLARD	NORTH SIDE	REG ED HS TEACHER SOC STUDIES	04/03/2020	B	F

NEWLY HIRED NON-CERTIFIED

None

NON-CERTIFIED SEPARATIONS

	FIRST NAME	LAST NAME	LOCATION	POSITION	EFFECTIVE DATE	RACE	GENDER
1	DON	HODGE	TRANSPORTATION	BUS DRIVER-REGULAR ED	04/03/2020	W	M

Jackson-Madison County School Board Meeting
April 9, 2020 5:30 PM
Jackson-Madison County Board of Education

Attendance Taken at 5:30 PM.

Mr. Kevin Alexander:	Present
Mr. Wayne Arnold:	Present
Ms. Doris Black:	Present
Jim Campbell:	Present
Carol Carter Estes McCright:	Present
Mrs. Janice Hampton:	Present
Mr. James Johnson:	Present
Mr. A. J. Massey:	Present
Mrs. Shannon Stewart:	Present

The JMCSS Board meet under the Executive Order by electronic means

1. CALL TO ORDER

Discussion: James Johnson Board Chairman, called the April Board Meeting to order at 5:30 pm. Mr. Johnson thanked JEA, West TN Today and the JMCSS Tech Department for assisting in the recording and video of the meeting.

Mr. Johnson read, Effective beginning with the April Work Session through the effective date of Governor Lee's executive order NO. 16, all Work Sessions and Meetings of the Board of Education will be by electronic means. Board Members will participate by video conference. Public Access to the board room will not be available to the General Public in order to protect public health, safety, and welfare because of the COVID-19 outbreak. The General Public, however, will have live access to view the meeting via electronic means as described herein.

The Public will have live access to the April Board Meeting by one of the following means: Jackson Energy Authority (JEA) will broadcast the Board Meeting on EPlus TV Channel 6 provided to JEA Cable subscribers or JEA will live stream the Board Meeting on its website at www.eplustv6.com.

A. MOMENT OF SILENCE

Discussion: James Johnson asked for a moment of silence

B. PLEDGE OF ALLEGIANCE

2. APPROVALS

A. APPROVAL OF THE JMCSS BOARD TO MEET UNDER THE PROVISIONS OF EXECUTIVE ORDER NO. 16, **THE BOARD WILL VOTE THAT THE ELECTRONIC MEETING IS NECESSARY TO PROTECT PUBLIC HEALTH, SAFETY AND WELFARE IN LIGHT OF COVID 19 AND THAT ANY BOARD MEETINGS SCHEDULED DURING THE EFFECTIVE DATE OF THE ORDER WILL BE HELD ELECTRONICALLY.**

Discussion: The Jackson-Madison County School Board approved to meet under the provisions of the Executive Order NO. 16.

Action(s):

Motion Passed: A motion was made to approve the meeting under the Executive Order NO. 16. Passed with a motion by Carol Carter Estes McCright and a second by Mrs. Janice Hampton.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

B. APPROVAL FROM THE JMCSS BOARD WILL VOTE TO SUSPEND BOARD

POLICIES 1.400-1.407 TO THE EXTENT THAT THE POLICIES ARE INCONSISTENT WITH THE EXECUTIVE ORDER WITH THE SUSPENSION TO CONTINUE UNTIL THE EXPIRATION OF THE EXECUTIVE ORDER

Discussion: The Jackson-Madison County School Board approved to suspend Board policies 1.400-1.407

Action(s):

Motion Passed: A motion was made to approve the suspending of Board policies 1.400-1.407 to the extent that the policies are inconsistent with the Executive Order with the suspension to continue until the expiration of the Executive Order. Passed with a motion by Mr. Wayne Arnold and a second by Ms. Doris Black.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

C. APPROVAL OF CONSENT AGENDA: FINANCIAL REPORTS, HUMAN CAPITAL REPORTS, MARCH 12, 2020 BOARD MEETING MINUTES

Discussion: The Jackson-Madison County approved the Consent Agenda

Action(s):

Motion Passed: A motion was made to approve the Consent Agenda; Financial Reports, Human Capital Reports and March 12, 2020 Board Meeting Minutes Passed with a motion by Mr. Wayne Arnold and a second by Mr. Kevin Alexander.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

D. APPROVAL OF THE APRIL BOARD MEETING AGENDA

Discussion: The Jackson-Madison County School Board approved the April Board Meeting Agenda

Action(s):

Motion Passed: A motion was made to approve the April Board Meeting Agenda Passed with a motion by Mrs. Shannon Stewart and a second by Mrs. Janice Hampton.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Nay
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

3. FINANCIAL REPORT

A. JMCSS FISCAL SERVICES DIRECTOR-BUDGET AMENDMENTS, MONTHLY FINANCIAL STATEMENT, QUARTERLY EXPENDITURE ANALYSIS

Discussion: There were no further questions from the JMCSS Board for Holly Kellar, Director of JMCSS Fiscal Services

B. MADISON COUNTY FINANCE DIRECTOR-FINANCIAL UPDATES

Discussion: There were no further questions from the JMCSS Board for Karen Bell, Madison County Finance Director

4. ACTION ITEMS

A. THE JMCSS VOLUNTEER RECOGNITION AWARD

Discussion: The JMCSS Board Members needed to nominate one School Volunteer for the TSBA School Volunteer Award. Janice Hampton nominated Barbara Smith from Lincoln, Shannon Stewart nominated Barry Cooper (JOCOA) from Best Academy and Carol Carter Estes-McCright from JCMECH.

The following voting: Barbara Smith received votes from Doris Black and Janice Hampton, Barry Cooper received votes from Kevin Alexander, Wayne Arnold, AJ Massey Shannon Stewart and Siyan Yumas received votes from Jim Campbell, Carol Carter Estes-McCright and James Johnson.

Barbara Smith = 2 votes, Barry Cooper = 4 votes and Siyan Yumas = 3 votes

B. APPROVAL OF FEES FOR BEFORE AND AFTER SCHOOL DAY PROGRAMS

Discussion: The JMCSS Board approved the Fees for Before and After School Day Programs.

Action(s):

Motion Passed: A motion was made to approve the Fees for the Before and After School Day Programs Passed with a motion by Mrs. Janice Hampton and a second by Mr. Kevin Alexander.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

C. SPECIAL COURSE CODES FOR MADISON

Discussion: Catherine Korth informed the Board that they needed to approve the Special Course Codes for Madison. The State has a list of courses that are approved for all districts to teach. If a district or school wants to teach a class that is not on that list, they have to submit a request for special codes. The State has an Introductory Speech and Communications Class, but that is all. Madison has completed the application to teach an Intermediate (Speech and Communications II) and Advanced (Speech and Communications III) Class. These classes have been taught in the past at Madison, but periodically the application for special courses has to be re-submitted to the state.

Action(s):

Motion Passed: A motion was made to approve the Special Course Codes for Madison Passed with a motion by Mr. Wayne Arnold and a second by Carol Carter Estes McCright.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

D. SELECTION OF SUPERINTENDENT

Discussion: The Jackson-Madison County School Board will make a selection for a Superintendent. The voting began with a roll call vote; Kevin Alexander-Dr. Marlon King, Wayne Arnold-pass, Doris Black-Dr. Marlon King, Jim Campbell-pass, Carol Carter Estes-McCright- Dr. Marlon King, Janice Hampton-Dr. Marlon King, AJ Massey-pass, Shannon Stewart-Dr. Rodrick Richmond and James Johnson-Dr. Marlon King. The nomination results; Dr. Marlon King = 5, Dr. Rodrick Richmond = 1 and passes = 3. After some discussion, the mistake was notified that a motion and second was not given before the voting for Superintendent. Shannon Stewart made a motion to proceed with the selection of Superintendent and seconded by Carol Carter Estes-McCright. The results to proceed process are as follows; Kevin Alexander=Yes, Wayne Arnold=pass, Doris Black=Yes, Jim Campbell=Yes, Carol Carter Estes-McCright=Yes, Janice Hampton=Yes, AJ Massey=Yes, Shannon Stewart= Yes and James Johnson=Yes.

Jim Campbell suggested, that the Board be able to sit down with Dr. Marlon King during the contract process and discuss the expectations of a Superintendent. Mr. Campbell stated that in the past, the Board has been able to do this process and he wants to insure the length of Dr. King's stay with the system. Janice Hampton agreed with Mr. Campbell that this has been done before and feels it would be good for the Board and Dr. King. Carol Carter Estes-McCright feels that this may seem like managing Dr. King. There was much confusion with during this conversation and on a motion.

Janice Hampton made a motion for James Johnson and Dale Thomas to start the process of a contract with Dr. Marlon King and to set up meeting between him and the Board. Kevin Alexander seconded the motion. The results to further the contract process are as follows; Kevin Alexander=Yes, Wayne Arnold=Yes, Doris Black=Yes, Jim Campbell=Yes, Carol Carter Estes-McCright=Yes, Janice Hampton=Yes, AJ Massey=Yes, Shannon Stewart=Yes, James Johnson= Yes.

5. ITEMS REMOVED FROM CONSENT AGENDA

Discussion: There were no items removed from the Consent Agenda
A. CONSENT AGENDA ITEM

6. ITEMS ADDED TO THE AGENDA PER VOTE UNDER ITEM 2.2

Discussion: There were no items added to the agenda

A. ITEMS ADDED TO THE AGENDA BY A VOTE UNDER ITEM 2.2 WILL BE PLACED
HERE

7. COMMITTEE REPORTS

Discussion: The Budget Committee is being scheduled to discuss the K-8 Construction Contract.

A. COMMITTEE REPORT AND ANY NECESSARY BOARD ACTION

8. SUPERINTENDENT'S REPORT

Discussion: Ray Washington thanked Alison Pryon, Cafeteria Workers and Volunteers for arranging and preparing meals for the students in the system, Dr. Vivian Williams, Jared Myracle, Bernice Thompson, Administration and Teachers for the academic resources for students, Holly Liesley and Rachel Scott for getting information out to the community and parents, Holly Kellar with assisting in financial issues, the Bus Garage for assisting in meals, Tech Department with assisting the recording/video for meetings and the Board support during the COVID-19.

A. ACADEMIC AWARD

9. LEGISLATIVE CONTACT REPORT

A. NUMBER OF LEGISLATIVE CONTACTS MADE DURING THE MONTH OF MARCH

10. CONSENT AGENDA

A. FINANCIAL REPORTS

B. HUMAN CAPITAL REPORT

C. MARCH 12, 2020 BOARD MEETING MINUTES

11. BOARD INFORMATION

A. BOARD BUDGET

B. ANNUAL CALENDAR

C. BOARD ACADEMIES

12. ADJOURNMENT

A. ADJOURN THE MEETING

Action(s):

Motion Passed: A motion was made to adjourn the meeting at 6:15 am Passed with a motion by Mrs. Shannon Stewart and a second by Ms. Doris Black.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

Chairperson

Superintendent

Jackson-Madison County School Board Special Called Meeting
April 15, 2020 4:00 PM
Board of Education

Attendance Taken at 4:00 PM.

Mr. Kevin Alexander:	Present
Mr. Wayne Arnold:	Present
Ms. Doris Black:	Present
Jim Campbell:	Present
Carol Carter Estes McCright:	Present
Mrs. Janice Hampton:	Present
Mr. James Johnson:	Present
Mr. A. J. Massey:	Present
Mrs. Shannon Stewart:	Present

Dr. Marlon King was in attendance at the Special Called meeting

1. CALL TO ORDER

Discussion: James Johnson, Board Chairman welcomed everyone and read the following: Through the effective date of Governor Lee's Executive Order NO. 16, all work sessions and meetings of the Board of Education will be by electronic means. Board Members will participate by video conference. Public access to the board room will not be available to the general public in order to protect public health, safety, and welfare because of the COVID-19-19 outbreak. The General Public, however, will have live access to view the meeting via electronic means as described herein.

2. APPROVALS

A. THE APPROVAL OF THE AGENDA

Action(s):

Motion Passed: A motion was made to approve the April 15, 2020 Special Called Meeting Passed with a motion by Mr. Wayne Arnold and a second by Mrs. Shannon Stewart.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

3. DISCUSSION WITH DR. MARLON KING THE MUTUAL EXPECTATIONS OF THE SUPERINTENDENT AND THE BOARD

Discussion: The purpose of the April 15, 2020 Special Called Meeting will be to have the Board Members and Dr. Marlon King to discussion mutual expectations while preparing the Superintendent contract. James Johnson allowed each board member to express their expectations of Dr. King and than Dr. King was able to express his expectations of the Board Members. Each Board Member congratulated and welcomed Dr. Marlon King to the system and expressed a few items such as; be the leader that JMCSS needs at this time and for several years, always put students first, all students need to be handled fairly and on the same level, be transparent with all, bring to JMCSS fairness, respect care and concern for all, place employees in position that will excel for the system, notify Board Members for approval of items or issues, lead the system will all students in mind, build a team to assist with communication and transparentance and that the board members would like to much information and not enough for answers to the community.

Dr. Marlon King expressed that he will work hard to build a relationship with the board and the community. He will speak with others concerning the history of Jackson Madison County in hopes of not repeating the past few years in leadership, Dr. King would like the Board to be transparent with him and when a decision is made by the Board, it is decided. Dr. King would like the Board to allow him time to handle issues and he will report back to them the outcome of the situation.

James Johnson mentioned, the next step in the process wittl be to continue working with Dale Thomas and Dr. Marlon King on a contract. There will not need to be a special called meeting since the Board Meeting is scheduled for May 7, 2020 to approve the Superintendent Contract.

Dale Thomas mentioned, Dr. Marlon King would come to the system on June 1, 2020 as a Consultant and work along with Ray Washington. Dr. Marlon King would begin the Superintendent position on July 1, 2020. Shannon Stewart asked, would there need to be two contracts in order for Dr. King to begin on June 1? Mr. Thomas stated, there will not need to be two contracts. When the Contract is ready for Board approval, a copy will be sent to all Board Members for review.

4. ACTION ITEMS

A. ANY ACTION ON THE MUTUAL EXPECTATIONS OF THE SUPERINTENDENT AND THE BOARD

Discussion: There were no action items taken at the Special Called Meeting.

5. ADJOURNMENT

Action(s):

Motion Passed: A motion was made to adjourn the meeting at 4:50 pm Passed with a motion by Ms. Doris Black and a second by Mr. Kevin Alexander.

Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes	Yes
McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes

Mrs. Shannon Stewart: Yes

Chairperson

Superintendent

SCHOOL BOARD ANNUAL AGENDA 2019-2020

JANUARY

1. APPROVAL OF TSBA DISTRICT POLICY MANUAL UPDATING SERVICE AGREEMENT (**RENEWAL YEAR**) This is a **3-year agreement, after the Board approves the agreement must send to Finance Department County director for approval**
2. SCOPE CONFERENCE (ALWAYS HELD IN MARCH)
3. REVIEW BOARD POLICIES – SECTION 2 FISCAL MANAGEMENT
4. APPROVAL OF HEARING OFFICERS – **DECEMBER was approved**
5. BOARD BUDGET PRIORITY **APPROVAL** (this is not an approval by the Board, a summary is provided by JMCSS Finance Department from Board Budget requested made by the Board)

FEBRUARY

1. REVIEW BOARD POLICIES – SECTION 5 – PERSONNEL (THROUGH POLICY 5.310)
2. REGISTER FOR STUDENTS AND CHAPERONES FOR SCOPE

MARCH

1. POLICY 4.401-TEXTBOOK EXAMINATION (CENTRAL OFFICE)
2. REVIEW BOARD POLICIES – SECTION 5 – PERSONNEL (BEGINNING WITH POLICY 5.400)
3. TSBA SCHOOL VOLUNTEER AWARD AND STUDENT RECOGNITION AWARD -**send to Principals**
4. SCOPE PRESENTATION OF CERTIFICATES AFTER CONFERENCE

APRIL

1. APPROVAL OF SUMMER SCHOOL LOCATIONS, TUITION, DATES (CENTRAL OFFICE)
2. TEXTBOOK ADOPTION (CENTRAL OFFICE)
3. APPROVAL OF FEES FOR BEFORE AND AFTER SCHOOL DAY PROGRAMS (CENTRAL OFFICE)
4. REVIEW BOARD POLICIES – SECTION 6 (THROUGH POLICY 6.319)
5. TSBA SCHOOL VOLUNTEER AWARD AND STUDENT RECOGNITION AWARD APPROVAL BY BOARD – DEADLINE IS MAY 1ST

MAY

1. APPROVAL OF AND AUTHORIZATION FOR THE SUPERINTENDENT TO HANDLE THE CONSOLIDATED FEDERAL APPLICATION FOR THE ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA) AND THE INDIVIDUAL WITH DISABILITIES ACT (IDEA)-ACTION INCLUDES FILING NECESSARY BUDGET REVISIONS, ADDENDUMS OR TRANSFER REQUEST (TITLE 1 PROGRAM)
2. PRESENTATION OF CERTIFICATES TO STUDENT ADVISORY
3. REVIEW BOARD POLICIES – SECTION 6 – STUDENTS (BEGINNING WITH POLICY 6.400)
4. BUDGET APPROVAL
5. TEACHER OF YEAR LUNCHEON (NOTIFY BOARD MEMBERS IN ADVANCE)
6. TEACHER APPRECIATION WEEK (BOARD DELIVERY TO SCHOOLS)
7. HIGH SCHOOL GRADUATIONS (NOTIFY BOARD MEMBERS IN ADVANCE)
8. SUPERINTENDENT EVALUATION –SEND EVALUATION TO BOARD MEMBERS
9. TEACHERS GOING ON TENURE AND INFORMATION TO BE REVIEW BY BOARD

JUNE

1. APPROVAL OF AND AUTHORIZATION FOR SUPERINTENDENT TO HANDLE CONSOLIDATED APPLICATION FOR NO CHILD LEFT BEHIND ACT
2. TSBA BOARD OF DIRECTORS APPLICATION
3. SUPERINTENDENT CONTRACT (YEARLY TO EXTENT CONTRACT AND DIFFERENT DURING AN ELECTION YEAR)
4. REPORT ON SUPERINTENDENTS'S EVALUATION

*****START the process of beginning a new year: dates for monthly meetings**

JULY (YEAR STARTS OVER)

1. TSBA FALL DISTRICT MEETING (ALWAYS HELD IN SEPTEMBER)
2. TSBA AWARD FOR EXCELLENCE IN EDUCATION PROGRAM APPLICATION DUE
3. APPROVAL OF SCHOOL BOARD CONFERNECES, WORKSHOPS AND CONVENTIONS – POLICY 1.204

*****OPEN Purchase Orders begins**

AUGUST

1. TSBA LEADERSHIP CONFERNECE AND CONVENTION (ALWAYS HELD IN NOVEMBER)
2. TSBA LEVEL V – MASTER SCHOOL BOARD MEMBER APPLICATION DEADLINE
3. TSBA SCHOOL BOARD (JMCSS) OF THE YEAR
4. TSBA ALL TENN SCHOOL BOARD (INDIVIDUALS)
5. TSBA SCHOOL OF THE YEAR FOR EXCELLENCE
6. TSBA BOARD OF DIRECTORS OFFICER DEADLINE
7. DISTRICT BOARD ELECTIONS EVERY TWO YEARS
8. NEW SCHOOL BOARD ORIENTATION EVERY TWO YEARS
9. STUDENT ADVISORY COMMITTEE TO BE SELECTED

SEPTEMBER

1. PUBLIC HEARING NOTICE ON FAMILY LIFE EDUCATION PROGRAM (STAFF)
2. APPROVAL OF EXTENDED CONTRACT PLAN (STAFF)
3. ELECTION OF SCHOOL BOARD OFFICES (Chairman, Vice-Chairman, Parliamentarian, TLN Representative)
4. COMMITTEE APPOINTMENTS –BOARD CHAIRMAN (Long Range, Insurance, Budget, Education Vision, Policy, Technology, Sick Leave Bank, Code of Ethics)
5. REVIEW BOARD POLICIES – SECTION 1 – SCHOOL BOARD OPERATIONS
6. NSBA ANNUAL CONFERENCE
7. ELECTION OF NEW SCHOOL BOARD MEMBERS EVERY TWO YEARS

OCTOBER

1. TEXTBOOK COMPLIANCE – TCA 49-3-310 (4) (a) –**REMOVE FROM ANNUAL CALENDAR**
2. REVIEW BOARD POLICES – SECTION 3 – SUPPORT SERVICES

3. BOARD RETREAT
4. BOARD TO START SETTING UP DATES TO MEET WITH LEGISLATORS IN NOVEMBER OR DECEMBER
5. WINSTON TRUETT – FISCAL SERVICES

NOVEMBER

1. REVIEW OF BOARD VISION AND MISSION
2. APPROVAL OF COMPLIANCE REPORT
3. APPROVAL OF TEXTBOOK ADOPTION (CTE DEPT) – YEARS WHEN TO APPROVE
4. REVIEW BOARD POLICIES – SECTION 4 – INSTRUCTIONAL SERVICES
5. REVISE STRATEGIC PLAN

DECEMBER

APPROVAL OF SCHOOL CALENDAR (FROM CENTAL OFFICE)

Tennessee Department of Education School Board Academy



Catalog of Events
July 1, 2019 - June 30, 2020

A collaborative effort between

Tennessee School Boards Association
Dr. Tammy Grissom, *Executive Director*

Tennessee Department of Education

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At a Glance: Organization of School Board Academy Modules

Basic Core Modules

- Advocating the Board's Vision
- Board Policy and Operations
- Board/Superintendent Relations
- School Law
- Board's Role in School Finance

It is strongly recommended that the core modules are taken first.

Elective Module

A Deep Dive Into Boardsmanship

This session is designed for seasoned board members who have completed Orientation and a majority of the core modules.

Online Modules

- eBoardsmanship
- Legal Issues Impacting School

Online modules may be taken to fulfill state training requirements; however, it is strongly recommended that the basic core modules are taken first.

Joint Academy Modules

- **Teaming and the School Board: Working Together to Improve Student Achievement** (*one-day event*)
- **Planning: A Joint Venture Part I and Part II** (*one or two-day event*)

Board members attend the joint academy modules as a team along with their superintendent. Joint Academy modules may be taken to fulfill state training requirements.

Optional Credit Modules

- TSBA Summer Law Institute
- TSBA/TETA Technology Safety Symposium
- TSBA Board Chairman Workshop
- TSBA Leadership Conference
- TETA Administrator's Technology Academy

Optional credit modules may be taken to fulfill state requirements. Registration fees are associated with some Optional Credit Modules.

2019-2020 School Board Academies By Date

2019		
Topic	Location	Date
TSBA Summer Law Institute	Gatlinburg	July 19-20 (Fri-Sat)
TSBA/TETA Technology Safety Symposium	TSBA	August 23 (Fri)
TSBA Board Chairman Workshop	TSBA	October 4 (Fri)
TSBA Leadership Conference	Nashville	November 14-15 (Thu-Fri)
2020		
New Board Member Orientation	TSBA	January 9-10 (Thu-Fri)
Board's Role in School Finance	TSBA	January 16 (Thu)
Administrator's Technology Academy	Henderson	January 21 (Tue)
Board's Role in School Finance	Johnson City	January 23 (Thu)
Board's Role in School Finance	Jackson	January 30 (Thu)
A Deep Dive into Boardsmanship Distance Learning Sites - McMinn County - Lauderdale County	TSBA	February 4 (Tue)
Administrator's Technology Academy	Knoxville	February 25 (Tue)
Board/Superintendent Relations	Knoxville	March 5 (Thu)
Administrator's Technology Academy	Murfreesboro	March 11 (Wed)
Board/Superintendent Relations	Jackson	March 12 (Thu)
Board/Superintendent Relations Distance Learning Sites - McMinn County - Lauderdale County	TSBA	March 26 (Thu)
School Law	Jackson	April 3 (Fri)
School Law	TSBA	April 13 (Mon)
School Law	Knoxville	April 21 (Tue)
Board Policy and Operations	Knoxville	May 5 (Tue)
Board Policy and Operations Distance Learning Sites - McMinn County - Lauderdale County	TSBA	May 8 (Fri)
Board Policy and Operations	Jackson	May 12 (Tue)
Advocating the Board's Vision	Johnson City	June 2 (Tue)
Advocating the Board's Vision	TSBA	June 5 (Fri)
Advocating the Board's Vision	Jackson	June 10 (Wed)
TSBA Summer Law Institute	Jackson	June 26 (Fri)
Other		
Planning: A Joint Venture	Scheduled by request with majority of board & superintendent in attendance Teaming and the School Board Scheduled by request with majority of board & superintendent in attendance	
Teaming and the School Board	Scheduled by request with majority of board & superintendent in attendance Teaming and the School Board Scheduled by request with majority of board & superintendent in attendance	
eBoardsmanship (online)	Individually scheduled by request	
Legal Issues Impacting School Boards (online)	Individually scheduled by request	

State Laws and Regulations

Tenn. Code Ann. 49-2-202(a)(6)

All board members shall be properly trained during their service on the board of education. The minimum requirements for this training shall be established by the state board of education and shall include an annual session for all board members.

STATE BOARD OF EDUCATION RULES AND REGULATIONS, 0520-1-2-.11

- (1) Every member of a local board of education shall participate annually in seven hours of training provided by the School Board Academy. In addition, all newly-elected members of a local board of education shall attend a fourteen hour orientation during their first year in office.
- (2) The School Board Academy shall be administered by the State Department of Education.
- (3) The annual program of the School Board Academy will consist of modules approved by the State Board of Education. The Tennessee School Boards Association (TSBA) shall develop and conduct the majority of the approved modules.
- (4) A School Board Academy Advisory Committee shall be established by the State Board of Education. The Advisory Committee will be responsible for evaluating academy programs. The Advisory Committee will also be responsible for recommending an annual program plan for the academy prior to the beginning of each school year for approval by the State Board of Education. The Advisory Committee will include the Executive Director and the President of the Tennessee School Boards Association, a member of the State Board of Education, the President of the Tennessee Organization of School Superintendents, and the Commissioner of Education or his designee. It will also include others appointed by the State Board of Education for terms designated by the State Board of Education.

Attendance Requirements

EXPERIENCED BOARD MEMBERS

Before January 1, 2019

- Must complete one module before June 30, 2020.
- Must attend the entire module in order to receive credit.

NEW BOARD MEMBERS

After January 1, 2019

- Must attend a two-day Orientation by June 30, 2020.
- Must attend one Module by June 30, 2020.
- It is recommended that board members complete the basic core modules first.
- Must attend the entire module in order to receive credit.

EXCEPTIONS

Exceptions are granted only when extraordinary circumstances prevent a board member from attending a regularly scheduled School Board Academy. The request for an exception must be submitted to Grace Jones at the Tennessee Department of Education Division of Teachers and Leaders at grace.jones@tn.gov or mailed to the below address:

12th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

The request submitted by the superintendent or his/her designee must be accompanied by:

- A certified statement from a physician, if applicable.
- A record of action on the request for an exception by the local board of education at a public meeting.

How to Register

GENERAL INFORMATION

- A limited number of space is available for each School Board Academy.
- In-person sessions with fewer than ten registrants may be cancelled.
- Distance learning sites with fewer than five registrants may be cancelled.

REGISTRATION PROCEDURES

- Review requirements for school board member attendance for the 2019-2020 training cycle.
- Examine the module descriptions you are considering.
- The basic content of the core modules does not change; therefore, board members should only take the core modules once.
- Select the module you wish to attend.
- Complete the applicable registration form found in this catalog or register online at www.tsba.net, scroll over the tab "School Board Academies" or "TSBA Meetings", and click on the drop-down for the meeting you are interested in attending.
- Forward forms to:
TSBA
ATTN: Registrar
525 Brick Church Park Drive
Nashville, TN 37207
Phone: 800-448-6465
Fax: 615- 815-3911
registrar@tsba.net

INFORMATION ABOUT DATES, LOCATION AND DIRECTIONS

If you need to confirm the date and location of an Academy session or need directions, call the Tennessee School Boards Association at 615/815-3908. Information may also be obtained through the TSBA Website at www.tsba.net.

Stipend

New Board Members

Orientation = \$150.00 Stipend (*attendance at both days is required to receive the \$150.00 stipend*)

One 7 hour Module = \$75.00 Stipend

Experienced Board Members

One 7 hour Module = \$75.00 Stipend OR

Planning: A Joint Venture (one-day) = \$75.00 Stipend OR

Planning: A Joint Venture (two-day) = \$150.00 Stipend

While the state provides a stipend for attendance at School Board Academies, meals are not included. However, they do provide for morning and afternoon breaks.

Orientation

LOCATION/DATES

TSBA January 9-10, 2020 (Thu-Fri)

Objective:

To provide an overview of the roles, responsibilities and legal duties of school board members.

Special Consideration:

Board members who assumed office after January 1, 2019, are required to attend the Orientation session before June 30, 2020.

Description:

This session is designed to meet the needs of new board members. Through active participation in this session, you learn the do's and don'ts of effective boardsmanship.

Major topics covered during the session include:

- Education's Governance Structure
- Basics of Boardsmanship
- Finance
- Promotion of the School System
- Board Policies
- Planning
- School Law
- Board/Superintendent Relations
- Board/Staff Relations
- Board/Student Relations
- Hot Topics Facing School Boards

Basic Core Modules

**Board's Role in School Finance
Board/Superintendent Relations
School Law
Board Policy and Operations
Advocating the Board's Vision**

The basic content of the core modules does not change; therefore, board members should only take the core modules once.

Board's Role in School Finance

LOCATIONS/DATES

TSBA	January 16, 2020 (Thu)
Johnson City	January 23, 2020 (Thu)
Jackson	January 30, 2020 (Thu)

Objective:

To provide an overview of the board's role in developing the school system budget.

Description:

In this session, board members will learn their role in the budget process and how it relates to the board's mission and vision for the school system.

Major topics covered during the session include:

- History of School Finance
- Overview of the BEP
- Local Revenue and Federal Funds
- Budget Process
- How to Read a Budget Document
- Factors Affecting a Budget
- Building Support for the Budget

Board/Superintendent Relations

LOCATIONS/DATES

Knoxville	March 5, 2020 (Thu)
Jackson	March 12, 2020 (Thu)
TSBA	March 26, 2020 (Thu)

Objective:

To provide an overview of the roles and responsibilities of the school board and the superintendent.

Description:

This session focuses on ways to select a superintendent, build the board/superintendent team, and evaluate the performance of the superintendent. During the course of the session, you will have the opportunity to look closely at both roles and learn more about interrelationships and independence – two essential elements for successful and productive relations. Participants will also review the elements of a superintendent contract.

Major topics covered during the session include:

- Job Descriptions of Board Members/Superintendents
- Roles and Expectations of Superintendent/Board
- Superintendent Selection
- Employment Contract
- Team Development
- Superintendent Performance Evaluations
- Code of Ethics

School Law

LOCATIONS/DATES

Jackson April 3, 2020 (Fri)
TSBA April 13, 2020 (Mon)
Knoxville April 21, 2020 (Tue)

Objective:

To determine the legalities that govern the school board.

Description:

School board members must be familiar with the legal issues that affect policy. In this session, participants review the legal duties of the school board and the Tennessee Sunshine Law.

Major topics covered during the session include:

- Duties and Powers of the Board, Superintendent, and Local Legislative Body
- Open Meetings and Open Records
- Ethics
- Students' Rights
- Employee Rights

Board Policy and Operations

LOCATIONS/DATES

Knoxville	May 5, 2020 (Tue)
TSBA	May 8, 2020 (Fri)
Lauderdale County - <i>Distant Learning Site</i>	May 8, 2020 (Fri)
McMinn County - <i>Distant Learning Site</i>	May 8, 2020 (Fri)
Jackson	May 12, 2020 (Tue)

Objective:

To provide an overview of the responsibilities of the board and superintendent in board operations and policy development, implementation, monitoring, and evaluation.

Description:

This session focuses on the importance of school board policy and school board operations. Board Members will discuss policy development, parliamentary procedure, and board meeting procedures.

Major topics covered during the session include:

- Structure of Policy
- Policy Development
- Policy Review, Revision, and Oversight
- Administrative Procedures
- Board Operations
- Parliamentary Procedure
- The Board and Employees

Advocating the Board's Vision

LOCATIONS/DATES

Johnson City	June 2, 2020 (Tue)
TSBA	June 5, 2020 (Fri)
Jackson	June 10, 2020 (Wed)

Objective:

To explore the board's role in creating a vision for excellence for all students and in building public support to achieve the vision.

Special Consideration:

Board Members must bring a laptop, iPad, or tablet to this session, along with a copy of their board's strategic plan.

Description:

In this session, participants engage in discussion to learn what vision is, how it is created and the critical components it must include. Board members discover how to build public support from all stakeholders for their school district vision, mission and goals. During this session, participants will see the connection between standards of excellence in all areas of the school operation and the vision that they set as a school board. They will also learn how to use data to assess needs, set goals and determine priorities for the school system.

Major topics covered during the session include:

- Exercising Board Leadership Through the Visioning Process
- Why Boards Need to Have a Vision
- What Vision Is-What Vision Does-What Kills Vision
- Role of the Board and Superintendent in the Vision and Planning Process
- Vision of Students Today
- Translating Vision into Action
- Using Data to Assess Needs and Setting Goals
- Building Stakeholder Support for the Vision
- Working with the Media
- Board's Role as a Creator of Public Opinion

Elective Module

A Deep Dive Into Boardsmanship

Elective modules may be taken to fulfill state training requirements; however, it is strongly recommended that the basic core modules are taken first.

A Deep Dive Into Boardsmanship

LOCATIONS/DATES

TSBA	February 4, 2020 (Tue)
Lauderdale County - <i>Distant Learning Site</i>	February 4, 2020 (Tue)
McMinn County - <i>Distant Learning Site</i>	February 4, 2020 (Tue)

Objective:

To provide a deep dive for seasoned board members into the most important aspects of boardsmanship.

Special Consideration:

This session is designed for seasoned board members who have completed Orientation and a majority of the core modules.

Description:

This session will explore, in depth, answers to the many questions that have arisen since the new board member took office and first attended the Orientation module.

Major topics covered during the session include:

- The Evolution of Boardsmanship
- Promotion of the School System
- School Law
- Board/Superintendent Relations
- Board Relationships with Staff/Students
- Hot Topics Facing School boards

Online Modules

eBoardsmanship Legal Issues Impacting School Boards

Online modules may be taken to fulfill state training requirements; however, it is strongly recommended that the basic core modules are taken first.

eBoardsmanship (*online course*)

Individually scheduled by request. This module can only be taken once.

Objectives:

1. To provide a Boardsmanship Profile to board members.
2. To offer recommendations to increase knowledge and skills in key areas.
3. To determine the effectiveness of the School Board Academy Modules.

Special Considerations:

- Board members must have access to a computer with internet connectivity.

Description:

This assessment module is a way for board members, the Tennessee Department of Education and TSBA to work hand in hand to determine if the modules are taught in a way that is helpful and memorable to you. This tool identifies your areas of expertise and provides suggestions for obtaining additional information in areas that can help you, as a board member, to grow professionally.

TSBA will provide a web-based “eBoardsmanship” module and you will work through the four sections of the module:

- 1) Board Game
- 2) Mini-Scenarios
- 3) Structured Situational Analysis
- 4) Video Clips

Once you have completed the four sections online, your responses will be tabulated and the results provided to you online in a Boardsmanship Profile that identifies your expertise in each of the Modules. The profile includes an explanation of scores as well as suggestions and ideas to help you further develop your knowledge and skills. Verifications of completion will be sent to TSBA.

Legal Issues Impacting School Boards

(online course)

Individually scheduled by request. This module can only be taken once.

Objective:

To provide board members with a basic understanding of key school law issues and keep board members up to date on the most current developments in school law so they will have the information they need to make sound reasonable decisions.

Special Considerations:

- Board members must have access to a computer with internet connectivity.

Description:

This online module consists of seven separate modules each covering a different school law issue. The modules may be completed as a group or may be done on an individual basis however to receive school board academy credit, all modules must be completed during the 2019-2020 fiscal year.

The modules include:

- Open Meetings and Open Records
- Parliamentary Procedure
- Employee Rights and Relations
- Ethical Guidelines for School Board Members
- Legislative Advocacy and the School Board
- The Bill of Rights and its Impact on School Districts
- The Board-Superintendent Relationship

Joint Academy Modules

**Teaming and the School Board: Working Together to
Improve Student Achievement**

Planning: A Joint Venture Part I and Part II

*The superintendent and the board must attend these sessions as a team.
No partial credit will be granted.*

Teaming and the School Board

Scheduled by Request

Objective:

To increase collaboration and productivity in a school governance team and support high achievement for all children.

Special Consideration:

The superintendent and majority of the school board must attend.

Description:

Managing a school system is “big business” that educates the majority of tomorrow’s citizens and the success of a school governance team is directly related to the future of our nation.

Major topics covered during the session include:

- Understanding Groups and Teams
- Behavior of School Board Members in Board Situations
- Effective Communication Among the Board Team
- Effective Governance Team
- Trust Building Behaviors
- Build an Effective Board/Superintendent Relationship

Planning: A Joint Venture Part I & II

Scheduled by Request

Objectives:

1. To develop practical skills and increase knowledge in the planning process.
2. To provide superintendents and board members with methods to develop a common vision and mission statement.
3. To develop strategies for setting system goals.
4. To monitor/evaluate results to bring about systematic change.
5. To provide follow-up and support in Part II for boards who have previously attended a Joint Venture Session.

Special Considerations:

- The superintendent and majority of the school board must attend.
- Superintendents and school board members meet in large group, presentation, and discussion sessions with other systems as well as with team members in small group settings throughout the two-day workshop experience. The casual meeting site facilities provide a relaxed atmosphere and open communication.

Description:

Planning: A Joint Venture I

The importance of planning for a school system's future is the major focus of this institute. The Tennessee Department of Education and the Tennessee School Boards Association present the steps for establishing a school system's mission and vision. Also included are strategies to help you plan for school improvement through goal setting, and definitions of strategies, as well as methods to monitor and evaluate results to help you modify plans over time. Participants discuss how to incorporate the State Department of Education's Strategic Plan and the State Board of Education's Performance Standards/Master Plan into a school system's plan.

Planning: A Joint Venture II

For those boards that have attended Planning: A Joint Venture I, Planning: A Joint Venture II is available. In this session boards review their beliefs and mission statements and report the progress they have made toward their goals. Prior to the sessions, board members are asked to complete a board self-evaluation instrument and send it back to TSBA to tabulate and analyze. During the session, the facilitator shares the results with the board and leads members through a process to discover ways to improve. Each board has the opportunity to further develop its strategic plan, including in-depth exploration of a board project, or the board may focus exclusively on plans for board improvement.

Optional Credit Modules

TSBA Summer Law Institute
TSBA/TETA Technology Safety Symposium
TSBA Board Chairman Workshop
TSBA Leadership Conference
TETA Administrator's Technology Academy

*Optional Credit Modules fulfill annual training requirements.
Registration fees are associated with some Optional Credit Modules.*

TSBA Summer Law Institute

LOCATIONS/DATES

Gatlinburg July 19-20, 2019 (Fri-Sa)
Jackson June 26, 2020 (Fri)

Objectives:

1. To review current legal and legislative issues and to develop understanding of these issues.
2. To discover implications for board members and school systems.

Description:

Are you interested in the most up-to-date decisions regarding school cases in Tennessee as well as the rest of the nation? Do you want to know what laws were passed by the General Assembly in the last session? Then this training is for you! During this meeting participants are provided with a review of Tennessee and national school cases, the Attorney General Opinions, and new laws passed by the General Assembly.

A registration fee is associated with this institute. To register contact TSBA.

TSBA/TETA Technology Safety Symposium

LOCATION/DATE

TSBA August 23, 2019 (Fri)

Objective:

To provide critical information to board members on how to keep their students safe from online predators and their school district up-to-date on the latest technology.

Description:

During this symposium, attendees will be given an overview of social and emotional learning with the use of technology; data privacy with vendors; appropriate behavior of employees on social media; digital citizenship with students and the uses of eRate funds. The U.S. Department of Homeland Security will give a presentation on how to keep children safe from online predators through education and awareness; how to stay safe online and how to report abuse and suspicious activity.

A registration fee is associated with this workshop. To register contact TSBA.

TSBA Board Chairman Workshop

LOCATION/DATE

TSBA October 4, 2019 (Fri)

Objective:

To provide board chairmen with critical information about the duties and responsibilities of their leadership role.

Description:

As the board chairman, your role on the board takes on a new dimension. This workshop was developed to help you meet the requirements of your position and provide tools to assist you to build a better school board.

Effective meeting management is a major focus of this session. You are also introduced to parliamentary procedure, legal requirements of board meetings, and staff relations. Participants are engaged in activities that develop critical skills to deal more effectively with media and the public.

A registration fee is associated with this workshop. To register contact TSBA.

TSBA Leadership Conference

LOCATION/DATES

Nashville November 14-15, 2019 (Thu-Fri)

Objective:

To provide local board chairmen with the necessary tools to work effectively with the superintendent, other members of the board, the local funding agency and the public to improve student achievement.

Description:

In this workshop you have the opportunity to network with other experienced board chairmen. This interaction enables you to examine leadership styles, team building techniques and to learn the traits of effective leaders.

A registration fee is associated with this conference. To register contact TSBA.

TETA Administrator's Technology Academy

LOCATIONS/DATES

Henderson	January 21, 2020 (Tue)
Knoxville	February 25, 2020 (Tue)
Murfreesboro	March 11, 2020 (Wed)

The Tennessee Educational Technology Association (TETA) Administrator's Technology Academy is held every year at three regional locations. The goal of the academies is to provide new and innovative ways to implement technology with the goal of improving student learning.

To register, contact TETA Executive Director, Joan Gray at Joan.Gray@teta.org.

School Board Academy Local Option Credit

The School Board Academy program offers Local Option Credit. Individual boards of education can submit a training workshop that they are conducting in their system for possible local option credit by submitting a request form to the Tennessee Department of Education Office of Deputy Commissioner/Chief Academic Officer and Division of Teachers and Leaders before the training occurs. The request form and guidelines for Local Option Credit may be obtained from TSBA's website at *www.tsba.net*, then click on the tab titled, "School Board Academies", and then select the link on the right-hand column titled, "Local Option Credit Form". Email the completed form and supporting material to *grace.jones@tn.gov*.

The form must include the title and description of the workshop along with the total number of hours. The goals of the Local Option training must reflect the School Board Competencies identified in the School Board Academy Program. If approved, school board members can use this local training event to fulfill their mandatory school board training requirement. Registration, cost and other expenses to attend are the responsibility of the individual board member.

Tennessee Department of Education

2019-2020 School Board Academy

NEW BOARD MEMBER (After January 1, 2019) Registration Form

Name of School System: _____

Name: _____

Mailing Address: _____

City: _____ Zip: _____

Daytime Phone with Area Code: (_____) _____

Email Address: _____

School board members elected/appointed after January 1, 2019, are required to attend a two-day **Orientation Module** and **one Academy Module** before June 30, 2020.

A. I will be attending the Orientation Module on January 9-10, 2020 at the TSBA Headquarters in Nashville, Tennessee.

B. **Academy Module:** Please list the title, location and date of the annual academy module you would like to attend.

Academy Module: _____
Title Location Date

Submit Form to TSBA via:

Email: registrar@tsba.net

Fax: (615) 815-3911

For registration information or assistance call the Tennessee School Boards Association at 800-448-6465, ext. 3908 or (615) 815-3908.

Tennessee Department of Education

2019-2020 School Board Academy

EXPERIENCED BOARD MEMBER (Before January 1, 2019) Registration Form

Name of School System: _____

Name: _____

Mailing Address: _____

City: _____ Zip: _____

Daytime Phone with Area Code: (_____) _____

Email Address: _____

Experienced board members must attend ONE Academy Module before June 30, 2020.

Please list the title, location and date of the annual academy module you would like to attend.

Academy Module: _____
Title Location Date

Submit Form to TSBA via:

Email: registrar@tsba.net

Fax: (615) 815-3911

*For registration information or assistance call the Tennessee School Boards Association at
800-448-6465, ext. 3908 or (615) 815-3908.*

Tennessee School Boards Association

525 Brick Church Park Drive

Nashville, TN 37207

www.tsba.net

Date Requested	Requisition #	PO#	Vendor	OBJECT	PO Amount
					\$ 277,332.00
7/8/2019	20000556	2000397	Rainey/Kizer	533100	175000.00
4/13/2020	20009815	2009066	Rainey/Kizer	533100	50000.00
7/8/2019	20000349	2000220	Park Vista-Gatlinburg	552400	300.00
7/15/2019	20001017	2000884	TSBA BOEconnect	547100	2000.00
7/9/2019	20000725	2000574	Leadership Registrtation	552400	4000.00
7/9/2019	20000726	2000575	Leadership Gaylord	552400	5000.00
7/9/2019	20001192	2001064	TSBA Fall District	552400	660.00
			refund Kevin	60.00	
7/15/2019	20001016	2000883	TSBA Membership	532000	8347.00
7/9/2019	20000775	2000709	Sam's	549900	1000.00
7/17/2019	20001119	2000989	Wal-mart	549900	200.00
7/18/2019	20001193	2001065	TSBA Board Chairman	552400	375.00
7/19/2019	20001190	2001063	TSBA/TETA Conference	552400	625.00
7/30/2019	20001495	2001354	Lexis Nexis Books	549900	450.00
8/13/2019	20002225	2001996	Heavenly Ham	549900	250.00
9/12/2019	20003214	2002911	Kent Freeman	549900	200.00
			POCO #2002911		200.00
9/23/2019	20003600	2003280	Hobby Lobby	549900	150.00
8/7/2019	20002001	2001790	Liberty Culinary	549900	150.00
10/18/2019	20004508	2004108	NSBA registration	552400	3500.00
11/8/2019	20005252	2004780	NSBA Hyatt hotel	552400	4000.00
3/11/2020	20008962	2008245	Marriott Marquis Chicag	552400	2500.00
2/25/2020	20008326	2007675	NSBA flight	552400	1500.00
10/28/2019	20004779	2004332	Panera Bread	549900	100.00
10/28/2019	20004778	2004330	Chick-fil-A	549900	100.00
10/29/2019	20004771	2004374	Tacos 4 Life	549900	300.00
12/8/2019	20005993	2005543	Heavenly Ham	549900	200.00
12/4/2019	20005951	2005430	The Blacksmith	549900	250.00
12/27/2019	20006570	2005961	TSBA Policy Agreement	532000	5500.00
1/15/2020	20007058	2006467	SCOPE Registration	552400	700.00

1/28/2020	20007438	2006820	Board of Dist Plaque	549900	125.00
1/28/2020	20007439	2006821	Board Secretary Conf	552400	125.00
1/30/2020	20007570	2006935	Old Country Bd of Dist	549900	100.00
2/3/2020	20007654	2007000	Legs/Legal registration	552400	300.00
2/3/2020	20007656	2007125	Double Tree Legs/Legal	552400	500.00
2/15/2020	20008055	2007398	Double Tree Interviews	559900	400.00
3/9/2020	20008854	2008106	Doubel Tr 2nd Interview	559900	200.00
2/18/2020	20008057	2007407	Liberty Culinary Intervi	559900	400.00
3/9/2020	20008857	2008102	Liberty Culinary Intervi	559900	300.00
3/2/2020	20008594	2007908	Superintendent Search	539900	5000.00
3/3/2020	20008635	2007932	Walmart	549900	200.00
3/2/2020	20008592	2007907	Enterprise (visits)	559900	500.00
2/24/2020	20008299	2007613	Enterprise SCOPE	552400	300.00
3/9/2020	20008861	2008103	Summer Law Jackson	552400	375.00
3/18/2020	20009138	2008435	Summer Law Gatlinburg	552400	350.00
4/23/2020	20010079	2009267	Leadership Conference	552400	600.00
					\$ 277,332.00
					PO Amount

Vendor	PO #	INVOICE #	OBJECT	Submitted for +A1:I183FINANCE Paymer		
				Date Paid	BATCH	AMOUNT
						\$ 231,010.94
Rainey/Kizer	2000397		533100			
		July retainer			2030	4,500.00
		August retainer			2236	4,500.00
		Madison/East Jackson			2340	3,822.50
		General Files			2340	19,376.35
		Deloach/Johnson			2340	314.25
		September Retainer			2526	4,500.00
		October Retainer			2732	4,500.00
		November Retainer			3033	4,500.00
		December Retainer			3223	4,500.00
		January Retainer				4,500.00
		February Retainer			3895	4,500.00
		March Retainer			3895	4,500.00
		April Retainer			4121	4,500.00
		May Retainer				
		June Retainer				
		General Files			2789	19,987.90
		Hilton			2789	76.00
		Hilton Dismissal			4188	1,265.10
		Public Private			2789	8,610.15
		Deloach/Johnson			2789	9,905.85
		Collaborative Conferen			3231	4,516.30
		Public Private			3231	20,029.90
		Civil Rights			3231	494.00
		Deloach/Johnson			3231	4,969.43
		General Files			3231	99.75
		Collaborative Conferen			3757	76.00
		Public Private			3757	20,921.09
		Hilton			3757	114.00
		Ashport Property			3757	2,405.00

		Ashport Property			4188	4,151.20
		General Files			3757	128.85
		General Files			4188	27.65
Rainey/Kizer	2009066	Public/Private			4221	25,612.55
Rainey/Kizer	1911543	B. Ross	533100		2453	139.20
Park Vista - Gatlinburg	2000220	did not attend	552400			
TSBA BOEconnect	2000884	inv 32577	547100		3757	2,000.00
TSBA Leadership registration	2000574		552400		PCARD	3,475.00
Gaylord Leadership	2000575		552400		PCARD	4,815.72
TSBA membership	2000883.00		53200			
		31141			2092	8,347.00
Sam's	2000709		549900			
		8/16/2019			PCARD	135.13
		10/22/2019			PCARD	144.29
		12/3/2019			PCARD	257.48
		2/8/2020			PCARD	154.54
		3/3/2020			PCARD	60.34
Wal-mart	2000989		549900			
		7/18/2019			PCARD	13.48
		8/16/2019			PCARD	54.28
		11/1/2019			PCARD	58.01
		11/11/2019			PCARD	16.17
		12/9/2019			PCARD	19.07
Wal-mart	2007932		549900			
		3/3/2020			PCARD	56.66
Lexis Nexis Books	2001354		549900			

		10/29/2019			2982	452.61
Heavenly Ham	2001996		549900			
		8/15/2019			PCARD	172.30
	2005543	12/9/2019			PCARD	91.45
Liberty Tech Culinary	2001790	103921	549900		2526	150.00
	2007407	Feb 19 & 20 Interviews	559900		3920	300.00
TSBA/TETA Conference	2001063	31900	549900		2322	375.00
TSBA Fall District	2001064		552400			660.00
		31922			2322	660.00
		refund for Kevin 60.00				
TSBA Board Chairman	2001065		552400			
		31903 Janice			2322	125.00
		32180 James			2688	125.00
		James reimbursement			2789	124.08
Kent Freeman	2002911		549900			
		T. Person funeral			PCARD	15.75
		D. Braswell funeral			4252	77.50
		Charles Dodd funeral				
		Mary Cobb Hill funeral			4252	55.00
Hobby Lobby	2003280		549900			
		9/24/2019			PCARD	49.01
		1/28/2020			PCARD	14.09
Chick fil-A	2004330		549900			
		11/2/2019			PCARD	72.90
Panera	2004332		549900			
		11/4/2019			PCARD	59.98
Tacos 4 Life	2004374		549900			
		11/2/2019			PCARD	239.75
Heavenly Ham	2005543		549900			
		12/9/2019			PCARD	91.45
The Blacksmith	200543	12/4/2019	549900			
		12/5/2019 Board & TSBA			PCARD	164.53

NSBA Conference Chicgao	2004780	Hotel-Hyatt Regency	552400		
CANCELLED-no payment out		James Jonson			
		Doris Black			
NSBA Registration	2004108		552400		
3/3/2020		James Johnson		3910	1,025.00
CANCELLED-reimbursed		James travel			
		Doris Black		3910	1,025.00
		Doris travel			
TSBA Policy	2005961		532000	3853	5,500.00
Board of Distinction plaque	2006820		549900	3853	125.00
Old Country Bd of Distinction	2006935		549900	pcard	50.00
Board Secretary Workshop	2006821	CANCELLED-REIMBURSED	552400	3853	125.00
Legis/Legal Conference	2007000		552400		
		Janice registration		3895	150.00
		Janice travel		3895	252.36
Legis/ Legal Double tree	2007015	Janice Hampton	552400	pcard	266.42
TSBA SCOPE	2006467	registration	552400	3853	664.00
Enterprise	2007613	SCOPE	552400	4121	252.50
	2007907	van for district visits	559900	4121	117.52
Superint endent Search	2007908	inv 32588	559900	3910	5,000.00
Double Tree Hotel	2007398	1st interview Sharon	559900		
		1st interview Ron		PCARD	166.75
	2008106	2nd interview Ron		PCARD	100.80
Liberty Culinary	2007407		559900		
		first interviews reception		3920	300.00
	2008102	2nd interview reception		4025	165.00
Summer Law Jackson	2008103	Doris Registration	552400		
Summer Law Gatlinburg	2008435	Janice Registration	552400		
		travel			

Summer Law Hotel						
						\$ 231,010.94
				Date Paid	BATCH	Amount Paid

LEGAL FEES

G2310000/533100		50,000.00
Budget Amount	225,000.00	

REMAINING BALANCES			\$50,000.00	\$33,095.28
Date	P.O. #	Vendor/ Name	P.O. Amount	Invoice Amt
3/12/2019	1908894	Brenda McCommon	\$ 3,000.00	
4/48/2019		B. Ross		\$ 550.00
5/9/2019		B. Ross		\$ 1,878.00
3/22/2019	1909256	Arlington Community Board of Ed	\$ 10,000.00	
6/17/2019		B. Ross		\$ 8,150.60
5/17/2019	1911139	Brenda McCommon B. Ross	\$ 1,500.00	
6/4/2019	1911543	Chuck Cagel-B. Ross	\$ 10,000.00	
7/16/2019		B. Ross		\$ 2,475.00
8/23/2019		B. Ross		\$139.74
3/22/2019	1909262	Brenda McCommon L. Conner	\$ 3,000.00	
3/22/2019	1909253	Dewsner & Kennedy	\$ 10,000.00	
5/10/209		L. Conner		\$ 805.00
7/9/2018	1900547	Rainey/Kizer PO carried over to FY20		
		Madison Academic and East Jackson	\$1,045.00	
		Taylor Passmore Lane property	\$ 762.85	
		B. Ross	\$ 635.70	
		A. Taylor	\$ 513.00	
		H. Hilton	\$ 266.00	
7/8/2019	2000397	Rainey/Kizer	\$ 175,000.00	
7/1/2019		Retainer for July		\$ 4,500.00
7/29/2019		Retainer for August		\$ 4,500.00
		Retainer for September		\$ 4,500.00
		Retainer for October		\$ 4,500.00
		Retainer for November		\$ 4,500.00
		Retainer for December		\$ 4,500.00
		Retainer for January		\$ 4,500.00
		Retainer for February		\$ 4,500.00
		Retainer for March		\$ 4,500.00
		Retainer for April		\$ 4,500.00
		Retainer for May		
		Retainer for June		
8/13/2019		Madison Academic and East Jackson		\$3,822.50
		General Files		\$19,376.35
		Deloach and Johnson		\$314.25
10/4/2019		General Files		\$19,987.90

		Hilton		\$76.00
		Public Private		\$8,610.15
		Deloach and Johnson		\$9,905.85
12/3/2019		Collaborative Conferencing		\$4,516.30
		Public Private		\$20,029.90
		Civil Rights		\$494.00
		Deloach and Johnson		\$4,969.43
		General Files		\$99.75
2/10/2020		Collaborative Conferencing		\$76.00
		Public Private		\$20,921.09
		Hilton Dismissal		\$114.00
		Ashport Property School		\$2,405.90
		General Files		\$128.85
4/13/2020		Hilton Dismissal		\$1,265.10
		Ashport Property School		\$4,151.20
		General Files		\$27.65
4/15/2020	2009066	Madison Academic and East Jackson		\$25,612.55
TOTAL			\$175,000.00	\$191,904.72

MISC, ITEMS FOR BOARD/SUPPLIES

G2310000/549900	
Budget Amount	4,000.00

REMAINING BALANCES			\$250.00	\$1,398.91
Date	P.O. #	Vendor/ Name	P.O. Amount	Invoice Amt
7/11/2019	2000709	SAM'S	\$ 1,000.00	
		8/16/2019		\$ 135.13
		10/22/2019		\$ 144.29
		12/3/2019		\$ 257.48
		2/8/2020		\$ 154.54
		3/3/2020		\$ 60.34
		4/27/2020		\$100.70
7/30/2019	2001354	Lexis Nexis Books	\$ 450.00	
		Purchase Order Change Order		
		invoice 14146827 = \$2.61		\$ 452.61
8/13/2019	2001996	Heavenly Ham	\$ 250.00	
		8/15/2019		\$ 172.30
12/8/2019	2005543	Heavenly Ham Board & Stud Adv	\$ 200.00	
		12/9/2019		\$ 91.45
8/22/2019	2001790	Reconciliation Dinner	\$ 150.00	
		Liberty Culinary Arts		\$ 150.00
9/12/2019	2002911	Kent Freeman	\$ 200.00	
		POCO	\$ 200.00	
		Averitt Family (TE at Pope) paid		\$ -
		Collier (Student at Lincoln) paid		\$ -
		T. Person (café worker)		\$ 15.75
		Donnie Braswell -LaDonna Dad		\$ 77.50
		Charles Bond - Pete Brother		
		Mary Ann Cobb Hill - Janice Aunt		\$55.00
9/23/2019	2003280	Hobby Lobby	\$ 150.00	
	9/24/2019	Powell and Stitts Family (Isaac Lane)		\$ 49.01
	1/28/2020	have items on hand from Board		\$ 14.09
7/17/2019	2000989	Wal-Mart	\$ 200.00	
		11/1/2019		\$ 58.01
		12/9/2019		\$ 19.07
3/3/2020	2007932	Wal-Mart	\$ 200.00	
		3/3/2020		\$ 56.66
10/28/19	2004332	Panera Bread	\$ 100.00	

		11/4/2019		\$ 59.98
10/28/19	2004330	Chick-fil-A	\$ 100.00	
		11/2/2019		\$ 72.90
10/29/19	2004374	Tacos 4 Life	\$ 300.00	
		11/2/2019		\$ 239.75
12/4/19	2005430	The Blacksmith	\$ 250.00	
		12/8/2019		\$ 164.53
TOTAL			\$3,750.00	\$2,601.09

PD for Secretary

G2310000/552400	
Budget Amount	1,000.00

REMAINING BALANCES			\$875.00	\$715.20
Date	P.O. #	Vendor/ Name	P.O. Amount	Invoice Amt
6/13/2019	no PO	BOEconnect training Board Secretary		
		Janith Stack travel		\$ 28.20
		BOEconnect training = 28.20		
11/16/2019	no PO	TSBA Conference registration		\$ -
		TSBA Conference travel		\$131.60
2/24/2020	2006821	Board Secretary Work Shop	\$ 125.00	
		invoice 32682		\$ 125.00
		CANCELLED and reimbursement		

OTHER CHARGES

G2310000/559900	
Budget Amount	5,000.00

REMAINING BALANCES			\$3,200.00	\$3,975.23
Date	P.O. #	Vendor/ Name	P.O. Amount	Invoice Amt
2/18/2020	2007407	Liberty Culinary Arts - Interview recp	\$ 400.00	
		Feb 19 and 20		\$ 300.00
3/9/2020	2008102	Liberty Culinary Arts - Interview recp	\$ 300.00	
		March		\$ 165.00
3/2/2020	2007907	Enterprise - visit Districts	\$ 500.00	
		March 24 and March 26		\$ 117.52
2/15/2020	2007398	Double Tree 1st Interview	\$ 400.00	
		Sharon Williams		\$ 182.45
		Ron Woodard		\$ 159.00
3/9/2020	2008106	Double Tree 2nd Interview	\$ 200.00	
		Ron Woodard		\$ 100.80

