

Contract Committee Meeting
February 15, 2023 5:00 PM
Central Services Board Room

1. Call to Order - Mrs. Teresa Boston
2. Moment of Silence - Mrs. Teresa Boston
3. Approval of Meeting Minutes
4. Third Party Facility Construction Procedure Draft
5. Other Discussion
6. Adjournment

**Contract Committee Meeting November 1, 2022
Central Services Board Room**

The Contract Committee met on Tuesday, November 1, 2022, in the Central Services Board Room where Mrs. Teresa Boston called the meeting to order at the approximate hour of 5:04 p.m. She welcomed everyone to the meeting and appreciated everyone for attending.

PRESENT:

Mrs. Teresa Boston, District 8, Chair
Mr. William Stepp, Director of Schools
Ms. Anita Hale, District 4

Mrs. Rebecca Hamby, District 7
Mr. Earl Patton, Board Attorney
Mo Charnot, Media

- 1. Call to Order – Mrs. Teresa Boston**
- 2. Moment of Silence/Pledge of Allegiance – Mrs. Teresa Boston**
- 3. Nomination of Committee Chairman-Hamby** nominated Boston for Chair. Hale made a second. Boston accepted. All ayes.
- 4. Approval of minutes – Hamby made a motion to approve the minutes.**

VOICE VOTE: Hamby (mover-yes) Hale (seconder-yes)
All Ayes

MOTION: Carried Unanimously

4. AVAZA Interpretation Services

Boston introduced the contract. She told everyone that she was sure this was through federal funds. Director Stepp affirmed that it was. Boston said she did not find anything questionable. Atty Patton agreed. Hamby made a motion to approve contract as presented. Boston with second for discussion. Hamby asked if we have interpreters if we need them. Stepp told her the district uses these services for any formal federal mandated meetings. Hale questioned what this agreement was for. Stepp told her that anytime a meeting was held, and an interpreter was needed, we use this company for those interpretation services. Also, this company transcribes during the meetings. Hale asked if this was utilized in the past. Stepp said yes. Hamby asked if they provided any interpretation services. Stepp said as far as he knew they did.

VOICE VOTE: Hamby (mover-yes) Boston (seconder-yes)

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

5. NIET Contract

Boston introduced this. Boston asked what this is for. Stepp said this was for the strategic plan. She stated she thought this was already approved and he told them this was the contract for approval. They had approved to do it but this was the contract proposal. Hamby asked if the price had stayed the same. Boston and Stepp confirmed yes. Hamby made a motion to approve. Boston

with second. Hale asked if this was new. Boston said this was for them to do a study and Stepp said it was for them to come in and do the strategic planning that was required every 5 years and it's due in 2023. He stated this company will guide the district through what the new strategic plan should look like. Hale then asked if there was a planning person to help do this when Ms. Graham created this. Boston said Graham and her administration created it and then proposed it to the board and then a full day work session was had to work on it and adopt it. Hamby stated this would have more a community involvement. Boston said these funds came out of the ESSER overage that was rolled back into the General-Purpose Fund. The board then voted to take the overage funds to use for this purpose. Hale asked where the district found the company. Stepp said they had been contracted by Cumberland County Schools last year and possibly the year before and they were recommended by the TDOE.

VOICE VOTE: Hamby (mover-yes) Boston (seconder-yes)

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

6. Stellar Therapy Services.

Boston introduced this contract and told everyone that this was an amendment for adding a school psychologist at \$68.00/hour. Stepp told everyone that we are currently short for that position. Hamby made a motion to approve. Hale with a second. Hale then asked where the money was coming from. Stepp said this was through the IDEA Federal funding and the budget that was already approved and budgeted. Boston asked is this comes out of Marlene Holton's SPED budget to which Stepp replied yes. Boston then stated these contracts would go to the full board meeting on December 1.

VOICE VOTE: Hamby (mover-yes) Hale (seconder-yes)

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

8. Adjournment

Hamby made a motion to adjourn the meeting. Boston with a second. Meeting adjourned.

VOICE VOTE: Hamby (mover-yes) Boston (seconder-yes)

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

(The meeting was adjourned at the approximate hour of 5:14 p.m.)

Mr. William Stepp
Director of Schools

Mrs. Teresa Boston
Chairman of the Contract Committee

Diane McCartney
Executive Assistant for the Director of Schools and BOE



THIRD PARTY FACILITY CONSTRUCTION/ALTERATION PROCEDURE

Cumberland County School System

1.0 SCOPE:

- 1.1 This procedure outlines the process for request and approval of construction/alterations to CCS facilities, grounds, and/or property by a third party.

2.0 RESPONSIBILITY:

- 2.1 Operations Director
- 2.2 Principals/Site Supervisors
- 2.3 Maintenance Supervisor

3.0 APPROVAL AUTHORITY:

- 3.1 BOE
- 3.2 Director of Schools

4.0 DEFINITIONS:

- 4.1 CCS: Cumberland County School System
- 4.2 Third party: Project not initiated by CCS BOE or Maintenance
- 4.3 BOE: Board of Education

5.0 PROCEDURE:

- 5.1 A proposal with the project description must be submitted to the CCS Building and Grounds Committee and Maintenance Supervisor for review before any construction/alteration takes place. The proposal must include the following:
 - 5.1.1 Letter from the building principal or site supervisor, where there is no principal, requesting alteration to facility or campus, and describing the proposed use of new structure or alteration to existing structure to include:
 - 5.1.1.1 A drawing of the proposed structure or modification with overall dimensions and site location map,
 - 5.1.1.2 Purpose of the project,
 - 5.1.1.3 Timeline of the project,
 - 5.1.1.4 Financing of the construction,
 - 5.1.1.5 Maintenance plan for the finished project, and a
 - 5.1.1.6 Certificate of Incorporation of the group, if applicable.
- 5.2 The proposal is reviewed for utility conflicts, and their effect on CCS systems to ensure that the project meets overall goals of the school system and future plans for the site.



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- 5.2.1 If proposal does not include 5.1.1.1 through 5.1.1.6, and/or there are utility conflicts, and/or it does not meet overall goals of CCS and/or future plans for the site, the proposal is returned to the requestor with an explanation.
- 5.3 If proposal is approved by Maintenance Supervisor, a project recommendation letter from the Maintenance Supervisor is attached to the packet and forwarded through the Operations Director to the Director of Schools. The Director of Schools will forward to the Building and Grounds Committee for consideration then the proposal is returned to the Maintenance Supervisor.
- 5.3.1 If the proposal is accepted by the BOE then a "Conditional Approval" is issued by the Operations Director and a copy is provided to the Maintenance Supervisor.. A "Conditional Approval" is not issued in every case. The issuance of a "Conditional Approval" depends on the scope of the project and the level of complexity and may not be required when all of the following requirements can be met. The third party may proceed in obtaining the following requirements:
- 5.3.1.1 Plans must be designed by a licensed architect or engineer, if building will be used for graded activities or construction cost will be greater than \$25,000, or if the area will exceed 5,000 square feet.
 - 5.3.1.2 Maintenance Supervisor is provided a copy of any and all plans.
 - 5.3.1.3 Building design must follow Tennessee Fire Regulations, Building Codes and Disabilities Act guidelines (ramps, door sizes, etc.).
 - 5.3.1.4 Building space will be adequate to the number of people it will serve, and for the types of activities.
 - 5.3.1.5 If the construction or modification is not performed by a licensed contractor then the parties performing the work are required to sign a waiver indemnifying and holding CCS harmless and provide a copy of an adequate insurance policy, adequacy to be determined by the Maintenance Department, that covers damages to existing structures, accidents, and personal injuries during construction **and/or**;
 - 5.3.1.6 Construction must be performed by licensed and insured contractor unless authorized by 5.3.1.5.
 - 5.3.1.7 Finance Controller Director is notified.
- 5.3.2 If the proposal is not accepted, it is returned to requestor with explanation.
- 5.4 If requirements are met, the proposal goes on for final review by both the Operations Director and the Maintenance Department and other agencies as required.
- 5.4.1 When required, the proposed project is submitted by the designer to the Tennessee State Fire Marshall or other governing agencies for review and approval.



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5.4.2 Once approved, the contracted party may obtain a building permit and a "Final Approval and Notice to Proceed" is issued by the Maintenance Department.

5.4.3 If requirements are not met, proposal goes back to requestor for revisions.

5.5 An agreement between CCS and the proposing group is reviewed and approved by the Board Attorney and is then signed by the Director of Schools, the Board Chairperson and an authorized representative of the proposing group. If the proposing group is a professional contractor, proof of Workers' Compensation and an adequate liability insurance policy shall be provided. If any workers on the project are not covered by the Workers' Compensation Policy, they must sign the appropriate Waiver that is attached to this procedure as an addendum.

5.5.1 If disapproved, the proposal goes back to the group for revisions and notification is made to the Maintenance Supervisor.

5.6 Upon completion, the structure must pass Fire Safety Inspection and any other building inspections required from the city or county. It is the responsibility of the contracted party to ensure compliance and provide proof to CCS.

NOTE: In the event that a contracted party has begun construction on a project and is unable to complete the project for any reason within the time frame agreed upon, or does not meet the requirements as per approved design, CCS Maintenance Department possesses the right to remove, demolish, or take any other action the Maintenance Department deems appropriate. Exceptions to this procedure can only be approved by the Director of Schools and the Building and Grounds Committee.

6.0 PERFORMANCE MEASURES:

6.1 Number of contracted party projects completed per school, per year.

7.0 INTERACTIONS:

7.1 Schools, PTO's, TN Fire Marshall, Contractors, Maintenance Department, booster clubs, athletic associations, and any other persons having a vested interest in the project.

8.0 ASSOCIATED DOCUMENTS:

- 8.1 Purchasing _____
- 8.2 Formal Bid Procedure _____
- 8.3 Purchasing and Payment
- 8.4 CCS Construction/Alteration Agreement
- 8.5 CCS Contracted Party Waiver
- 8.6 Project Proposals
- 8.7 Insurance Policy



**THIRD PARTY FACILITY
CONSTRUCTION/ALTERATION PROCEDURE**
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9.0 RECORD RETENTION TABLE:

<u>Identification</u>	<u>Storage</u>	<u>Retention</u>	<u>Disposition</u>	<u>Protection</u>
Inspection Records	Maintenance	Indefinitely	Permanent	Secured building

DRAFT



**THIRD PARTY FACILITY
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Construction/ Alteration Agreement	Maintenance	Indefinitely	Permanent	Secured Building
Third Party Waiver	Maintenance	Indefinitely	Permanent	Secured Building
Insurance Policy	Maintenance	Indefinitely	Permanent	Secured Building

10.0 REVISION HISTORY:

<u>Date:</u>	<u>Rev.</u>	<u>Description of Revision:</u>
12/1/2022		Initial Release

11.0

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12.0 FLOWCHART:

12.1 A flowchart detailing this process can be found below.

End of procedure

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THIRD PARTY FACILITY CONSTRUCTION/ALTERATION AGREEMENT

I/we the undersigned have read, understand, and agree to follow Procedure.

THIRD PARTY

<i>Project Supervisor Signature</i>	<i>Date</i>
<i>Contractor/Installer Signature</i>	<i>Date</i>

RECOMMENDATIONS

CCS STAFF

<i>Administrator / Site Supervisor or Designee Signature</i>	Approval: <input type="checkbox"/> Disapproval: <input type="checkbox"/>	<i>Date</i>
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<i>Maintenance / Signature</i>	Approval: <input type="checkbox"/> Disapproval: <input type="checkbox"/>	<i>Date</i>
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<i>Deputy Director / Signature</i>	Approval: <input type="checkbox"/> Disapproval: <input type="checkbox"/>	<i>Date</i>
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<i>/ Signature</i>	Approval: <input type="checkbox"/> Disapproval: <input type="checkbox"/>	<i>Date</i>
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DIRECTOR OF SCHOOLS APPROVAL/DISAPPROVAL

This project is Approved: Disapproved:

<i>Director / Signature</i>	<i>Date</i>
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WAIVER, RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION

In consideration of me being permitted to participate in any way with the "Activities" involved in construction or modification as detailed in the Cumberland County School System (Hereinafter "CCS"), on property owned, leased, or under general supervision of CCS, I agree:

1. I understand the nature/dangers of **any activities** surrounding or having to do with the construction/modification and believe that I am qualified to participate in such Activity. I further acknowledge that I am aware the activities will be conducted on grounds open to the students and employees of CCS during the Activity. I further agree/warrant that if at any time I believe conditions to be unsafe, I will immediately cease further participation in the Activity.
2. I FULLY UNDERSTAND that: (a) **Construction Type** Activities surrounding the construction/modification of facilities on CSS property may involve risks and dangers of **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH** ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place. Or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY AND DEATH incurred as a result of my Participation in the Activity.
3. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE CUMBERLAND COUNTY SCHOOL SYSTEM, their unions, clubs (sports and otherwise), respective administrators, board members, faculty, agents, officers, volunteers, and employees, other participants, and if applicable, any county employees, sponsors or advertisers.(each considered one of the "Releasees" herein) from all liability, claims demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I or anyone on my behalf makes a claim against any of the Releasees named above, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.



I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND IT'S TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY TENNESSEE LAW AND ANY OTHER APPLICABLE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature

Print Name

Date

Project and Location

PARENTAL CONSENT AND INDEMNIFICATION AGREEMENT

I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such "activity". I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage or cost any Releasees may incur as the result of any such claim.

Signature

Print Name

Date

Project and Location

Parent's Signature
(If under 18)

Parent's Print Name